

Kiku
Terms of Use for Clients
of Therapy Providers

- A. These terms apply to the use of the Kiku online platform by “you”, a recipient of services from a therapy provider (“Therapy Provider”), who has subscribed for access to and use of the Kiku platform in order to provide such therapy services.
- B. “Kiku” is a trading name of The Clearing Circle LLP, a limited liability partnership registered in England and Wales with company number OC428614 whose registered office is at Bee Cottage Farmhouse, Wakerley, Consett, DH8 9HW.
1. By accessing and using the Kiku platform, you confirm that you:
 - (i) accept and agree to these terms;
 - (ii) acknowledge that we shall have no liability whatsoever in respect of any services provided to you by a Therapy Provider;
 - (iii) acknowledge that we shall have no liability whatsoever for the acts or omissions of any third party, including (but not limited to) our third party payment processor;
 - (iv) access to the Kiku platform is provided on an “as is” basis and we accept no liability whatsoever;
 - (v) have read and understood our [Privacy Policy](#); and
 - (vi) have read, understood and explicitly consented to our summary of how we will process sensitive personal data about you for the purposes of providing you and your Therapy Provider(s) with access to and use of the Kiku platform.
 2. If you do not agree to these terms, you must not use the Kiku platform.
 3. We recommend that you print a copy of these terms for future reference.
 4. There are other terms that may apply to you including our [general terms of website use](#) and our [Privacy Policy](#).

5. We may amend these terms and those mentioned in clause 4 above from time to time.

6. You may use our site only for lawful purposes. You may not use the Kiku platform:
 - (i) In any way that breaches any applicable local, national or international law or regulation.
 - (ii) In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
 - (iii) For the purpose of harming or attempting to harm anyone, including minors, in any way.
 - (iv) To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
 - (v) To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

7. You also agree:
 - (i) Not to reproduce, duplicate, copy or re-sell any part of the Kiku platform.
 - (ii) Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any network or software used in the provision of our site; or
 - any network or software owned or used by any third party.
 - (iii) We may from time to time provide interactive services within the Kiku platform, including, without limitation, a messaging service ("interactive services"). Where we do provide any interactive service, we may provide information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

- (iv) We will use reasonable endeavours to assess any possible risks for users from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user, whether the service is moderated or not.
- (v) Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.
- (vi) Breach of policy - when we consider that a breach of these terms (or any other terms that may apply to your use of the Kiku platform now or in the future) has occurred, we may take such action as we deem appropriate.
- (vii) Failure to comply with the terms upon which you are permitted to use the Kiku platform may result in our taking all or any of the following actions:
 - Immediate, temporary or permanent withdrawal of your right to access and use the Kiku platform.
 - Issue of a warning to you.
 - Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
 - Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

8. You acknowledge that the Kiku platform may enable or assist you to access the website content of, correspond with, and purchase products and services from, Therapy Providers and other third parties via third-party websites and that you do so solely at your own risk. We make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by you, with any such Therapy Provider or other third party. We recommend that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. We do not endorse or approve any Therapy Provider or third-party website nor the content of any of the third-party websites made available via the Kiku platform.
9. We require Therapy Providers to confirm they are appropriately qualified, insured and act ethically when providing therapy services. Compliance with these requirements is the sole responsibility of the relevant Therapy Provider and we shall not be liable whatsoever in respect thereof. Nor shall we have any liability arising from or in relation to services provided to you by a Therapy Provider.
10. The terms of this policy, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.