



Terms and Conditions

1. Contractual Relationship

These Terms of Use ("*Terms*") govern the access or use by you, an individual, from within Zambia of applications, websites, content, products, and services (the "*Services*") made available by Nsansa Wellness, a private limited liability company established in the Zambia, having its offices in Woodlands, 20B ASH ROAD, registered at the PACRA under Company registration number 120220039572 ("*Nsansa Wellness*").

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Nsansa Wellness. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Nsansa Wellness may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Nsansa Wellness may amend the Terms related to the Services from time to time. Amendments will be effective upon Nsansa Wellness's posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

2. The Services

The Services constitute a technology platform that enables users of Nsansa Wellness's mobile applications or websites provided as part of the Services (each, an "*Application*") to arrange and schedule therapy/and or counseling sessions with independent third party providers of such services (freelance psychologists), including independent third party psychologists and independent third party counselling service providers under the agreement with Nsansa Wellness or certain of Nsansa Wellness's affiliates ("*Third Party Providers*"). Unless otherwise agreed by Nsansa Wellness in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use. YOU ACKNOWLEDGE THAT IN THIS AGREEMENT NSANSA WELLNESS DOES NOT PROVIDE THERAPY OR COUNSELLING SERVICES OR FUNCTION AS A THERAPY OR COUNSELLING PROVIDER AND THAT ALL SUCH THERAPY OR COUNSELLING SERVICES ARE PROVIDED BY INDEPENDENT THIRD PARTY CONTRACTORS WHO ARE NOT EMPLOYED BY NSANSA WELLNESS OR ANY OF ITS AFFILIATES.

License.

Subject to your compliance with these Terms, Nsansa Wellness grants you a limited, non-exclusive, non-sub-licensable, revocable, non-transferrable license to:



- (i) Access and use the Applications on your personal device solely in connection with your use of the Services; and
- (ii) Access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Nsansa Wellness and Nsansa Wellness's licensors.

Restrictions.

You may not:

- (i) Remove any copyright, trademark or other proprietary notices from any portion of the Services;
- (ii) Reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Nsansa Wellness;
- (iii) Decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law;
- (iv) Link to, mirror or frame any portion of the Services;
- (v) Cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or
- (vi) Attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

Third Party Services and Content.

The Services may be made available or accessed in connection with third party services and content (including advertising) that Nsansa Wellness does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. Nsansa Wellness does not endorse such third party services and content and in no event shall Nsansa Wellness be responsible or liable for any products or services of such third party providers. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner.

Ownership.

The Services and all rights therein are and shall remain Nsansa Wellness's property or the property of Nsansa Wellness's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights:

- (i) in or related to the Services except for the limited license granted above; or
- (ii) to use or reference in any manner Nsansa Wellness's company names, logos, product and service names, trademarks or services marks or those of Nsansa Wellness's licensors.

3. Your Use of the Services

User Accounts.



In order to use aspects of the Services, you must apply for an active professional user Services account (“Account”). You must be at least 18 years of age, to obtain an Account. Account registration requires you to submit to Nsansa Wellness certain personal information, such as your name, address, mobile phone number, photo and age, you will also need to submit a copy of your license and other professional credentials as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or Nsansa Wellness’s termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Nsansa Wellness in writing, you may only possess one Account.

User Requirements and Conduct.

The Service is not available for use by providers under the age of 18. You may not authorize third parties to use your Account. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (e.g., no harassment). You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or any form of harm, whether to the other Third Party Providers or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

Text Messaging.

By creating an Account, you agree that the Services may send you text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from Nsansa Wellness at any time. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

Promotional Codes.

Nsansa Wellness may, in Nsansa Wellness’s sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider’s services, subject to any additional terms that Nsansa Wellness establishes on a per promotional code basis (“*Promo Codes*”). You agree that Promo Codes:

- (i) must be used for the intended audience and purpose, and in a lawful manner;
- (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Nsansa Wellness;
- (iii) may be disabled by Nsansa Wellness at any time for any reason without liability to Nsansa Wellness;
- (iv) may only be used pursuant to the specific terms that Nsansa Wellness establishes for such Promo Code;
- (v) are not valid for cash; and
- (vi) May expire prior to your use. Nsansa Wellness reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other



user in the event that Nsansa Wellness determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Nsansa Wellness does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

4. Payment

For satisfactory performance of the Services hereunder, Nsansa Wellness shall pay Third party service providers (Psychologists) for the performance of the services detailed in this Agreement, 50-50 split on therapy session payment. The Freelance Psychologist will receive 50% of the total payment made by each client they attend to. Payment will not be made on a salary or hourly rate. Nsansa Wellness shall have no obligation to make any payments until such time as Nsansa Wellness accepts Freelance Psychologist's performance. All payments under this contract shall be personally made to an individual under this contract.

Invoices

The Freelance Psychologist will submit invoices on a Bi-weekly basis, which will describe the Services performed and expenses incurred pursuant to this Agreement. Invoices will be reviewed by the CEO of Nsansa Wellness, who will submit them to the Finance Manager for payment upon approval. Invoices shall provide detail of Freelance Psychologist's performance of Services sufficient to Nsansa's requirements. Payment of invoices will be due within three (3) working days of the receipt thereof.

Fund Availability/Annual Appropriation.

Payment pursuant to this Agreement, whether in whole or in part, is subject to and contingent upon the continuing availability of Nsansa Wellness funds for purposes hereof. In the event that said funds, or any part thereof, become unavailable as determined by the Nsansa Wellness, Nsansa Wellness may immediately terminate this Agreement or amend it accordingly.

5. Disclaimers; Limitation of Liability; Indemnity.

DISCLAIMER.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." NSANSA WELLNESS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF ELIGIBILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, NSANSA WELLNESS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES REQUESTED THROUGH THE USE OF THE SERVICES, OR



THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NSANSA WELLNESS DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY.

NSANSA WELLNESS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF NSANSA WELLNESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NSANSA WELLNESS SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF:

- (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR
- (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF NSANSA WELLNESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NSANSA WELLNESS SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND NSANSA WELLNESS'S REASONABLE CONTROL. IN NO EVENT SHALL NSANSA WELLNESS'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED ZMW 5,000.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 5 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

Indemnity.

You agree to indemnify and hold Nsansa Wellness and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with:

- (i) your use of the Services or services obtained through your use of the Services;
- (ii) your breach or violation of any of these Terms;
- (iii) Nsansa Wellness's use of your User Content; or
- (iv) your violation of the rights of any third party, including Third Party Providers.

6. Governing Law; Arbitration.

Except as otherwise set forth in these Terms, these Terms shall be exclusively governed by and construed in accordance with the laws of Zambia, excluding its rules on conflicts of laws. Any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Services or these Terms, including those relating to its validity, its construction or its enforceability (any "*Dispute*") shall be first mandatorily submitted to mediation proceedings under the Zambian Law. If such Dispute has not been settled within sixty (60) days after a request for mediation has been submitted, such Dispute can be referred to and shall be exclusively and finally resolved by arbitration under the Rules of Arbitration of the Zambian law. The Dispute shall be resolved by one (1) arbitrator to be appointed in accordance. The place



of both mediation and arbitration shall be chosen by the arbitrator, Zambia, without prejudice to any rights you may have under Zambian Civil Code. The language of the mediation and/or arbitration shall be English, unless you do not speak English, in which case the mediation and/or arbitration shall be conducted in both English and your native language. The existence and content of the mediation and arbitration proceedings, including documents and briefs submitted by the parties, correspondence from and to the legal authority, correspondence from the mediator, and correspondence, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein.

7. Other Provisions

Claims of Copyright Infringement.

Claims of copyright infringement should be sent to Nsansa Wellness's designated agent. Please visit Nsansa Wellness's web page for the designated address and additional information.

Notice.

Nsansa Wellness may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to Nsansa Wellness by written communication to Nsansa Wellness's address at 20B Ash Road Woodlands, Lusaka Zambia.

General.

You may not assign or transfer these Terms in whole or in part without Nsansa Wellness's prior written approval. You give your approval to Nsansa Wellness for it to assign or transfer these Terms in whole or in part, including to:

- (i) a subsidiary or affiliate;
- (ii) an acquirer of Nsansa Wellness's equity, business or assets; or
- (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, Nsansa Wellness or any Third Party Provider as a result of the contract between you and Nsansa Wellness or use of the Services.

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms, the words "including" and "include" mean "including, but not limited to."



If you are agree to our terms and conditions above, fill in your details below:

Name: P. Mwila

NRC: 872752/11/1

Signature: P. Mwila

Date: 21/08/2023