**Terms and Conditions (T&C) for MHP’s on “Beyond Self Platform” (Kenya & International Laws)**

**Welcome!** These Terms and Conditions ("Terms") govern your access and use of the Beyond Self platform ("Platform"). By creating an account and using the Platform, you agree to be bound by these Terms.

**1. Introduction**

Beyond Self provides a secure online platform that connects licensed mental health professionals ("Professionals") with patients seeking mental health services ("Patients"). We are committed to fostering a professional and supportive environment for both Professionals and Patients, adhering to Kenyan and international laws and ethical codes.

**2. Our Services**

The Platform offers features that can enhance your practice in Kenya and internationally, including:

* Secure video conferencing for telemedicine appointments, compliant with relevant data privacy regulations.
* Appointment scheduling and management tools
* Secure messaging for communication between you and Patients, adhering to relevant data privacy regulations.

**3. Your Responsibilities as a Professional**

* **Qualifications:** You represent and warrant that you are a licensed mental health professional in good standing with the relevant Kenyan authority (e.g., Kenya Medical Practitioners and Dentists Board) or the appropriate regulatory body if practicing internationally. You are responsible for maintaining your license throughout your use of the Platform.
* **Professional Conduct:** You agree to adhere to all applicable laws, ethical codes, and professional standards of conduct in your practice, including those established by the Kenyan Medical Association (KMA) or the equivalent international body. This includes, but is not limited to:
* Maintaining appropriate boundaries with Patients.
* Providing competent and ethical mental health care services.
* Obtaining informed consent from Patients before starting treatment, adhering to Kenyan informed consent regulations.
* Respecting Patients' privacy and confidentiality, complying with Kenyan data privacy regulations and international best practices.
* **Data Protection:** You are responsible for complying with all applicable data privacy regulations, including the Kenyan Data Protection Act, 2019, and international best practices, when using the Platform. This includes using the Platform's built-in security features to protect Patient information.
* **Patient Care:** You are solely responsible for the quality and delivery of mental health services you provide to Patients through the Platform. We are not a substitute for your professional judgment or clinical expertise.
* **Platform Use:** You agree to use the Platform only for legitimate professional purposes and in accordance with these Terms. This includes not using the Platform for personal communications or activities that could harm Patients.

**Disclaimers**

* **The Platform is provided "as-is" without express or implied warranties.** We do not warrant the uninterrupted or error-free operation of the Platform.
* We are not responsible for the content of communications between Professionals and Patients.
* We are not responsible for the outcome of any mental health services you provide to Patients through the Platform.

**Termination**

We may terminate your account at any time for any reason, with or without notice. This may include, but is not limited to, violations of these Terms, unprofessional conduct, failure to maintain your license in good standing, or non-compliance with data privacy regulations. You may also terminate your account at any time.

**Limitation of Liability**

To the fullest extent permitted by Kenyan law and international law, we shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or relating to your use of the Platform.

**Dispute Resolution**

Any dispute arising out of or relating to these Terms shall be settled by [Consider Arbitration specific to Kenya or Mediation as per Kenyan preference]. The decision of the arbitrator or mediator shall be final and binding on the parties.

**Intellectual Property**

The Platform and all content are protected by intellectual property laws. You may not use any trademarks or copyrights without our express written permission.

**Privacy Policy**

Our separate Privacy Policy governs our collection and use of your information. You can access the Privacy Policy here: [Link to your Privacy Policy].

**Entire Agreement**

These Terms constitute the entire agreement between you and us regarding your use of the Platform.

**Severability**

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

**Governing Law**

These Terms shall be governed by and construed in accordance with the laws of Kenya, with consideration for international best practices and relevant international laws.

**Updates to the Terms**

We reserve the right to update these Terms at any time. We will notify you of any material changes by posting the revised Terms on the Platform.