

Supportify: Legal Compliance Report

Executive Summary

Supportify is a mental-health support platform based in the United Kingdom that connects users with mental health professionals. This report outlines key legal obligations in consumer law, intellectual property (IP), and e-commerce in relation to Supportify. The Consumer Rights Act 2015 requires that services and digital content match their description, quality, and cancellation terms.

In the event that users are not satisfied with the services, they are entitled to a 14-day cooling off period under the Consumer Contracts Regulations in order to claim repair, replacement, or a refund.

As the platform handles sensitive user data, Supportify is obligated to adhere to strict data protection laws under UK GDPR and PECR, as well as to provide clear privacy notices and gain users' consent. IP protections include trademark registration and automatic copyright.

It recommends that Supportify uses secure payment methods, e-contracts, a GDPR compliant data handling system and also include disclaimers, user policies and terms of service. In the future, Supportify may be required to comply with EU GDPR and medical device laws.

Introduction

Supportify is an on-demand mental-health app in the UK, it is designed to connect users with certified counsellors and therapists via live chat or video, paying per session or subscription. The app itself is “digital content” and the counselling is a “service” under UK law.

This report will help the Supportify founders understand the UK legal requirements for their business to be complaint. The focus areas are consumer law (rights and remedies for app users), intellectual property (protecting the brand and app), e-commerce/digital regulations (online contracting, payments, data privacy), and brief international considerations for future growth.

Consumer Law Considerations

Consumer Rights Act 2015 – Digital Content and Services

In accordance with the Consumer Rights Act 2015, Supportify's app (digital content) must be as described, of satisfactory quality, and fit for purpose. If it crashes or lacks the promised features, users can request repairs, replacements, or refunds. Providing counselling services requires a high level of skill and care. Qualified professionals should deliver sessions competently.

It is legally binding for Supportify to honour pre-sale claims, such as pricing and session length. In the event of problems with digital content, a refund or repair must be available; if there are problems with service, repeat performance or price reductions must be available, or even a full refund if necessary (Boles, 2015).

Distance Selling and Digital Services Rules

It is mandatory for Supportify to comply with the Consumer Contracts Regulations, which allows users to cancel services purchased online within a 14-day period. Supportify may deduct partial costs if the service begins before the cancellation period begins (Conway, 2022).

The Electronic Commerce Regulations require that key business details be provided in advance of contract formation, including company name, address, pricing, and service description (Business Companion, 2025c). The legal name, office address, VAT number, and customer contact information should all be listed in the "About Us" section of the website or app (Business Companion, 2025b).

Complaints and Refund Policy

In Supportify's terms of service and complaint response, users should be informed of an alternative dispute resolution scheme, if the issue cannot be resolved internally (Business Companion, 2025a).

If a service is faulty or cancelled within 14 days, consumers are still entitled to a refund under the Consumer Contracts Regulations or Consumer Rights Act. Refund policies must align with statutory rights. When and how refunds apply should be clearly explained in terms, particularly when prepaid or missed sessions are involved (Conway, 2022).

Privacy and Data Protection

As part of its commitment to mental health support, Supportify will handle sensitive mental health data that is classified as "special category" under UK GDPR and the Data Protection Act 2018. This requires explicit consent, strict security and limited use exclusively for mental health support (ICO., 2024).

Users should be informed of what data will be collected, why it will be used, how long it will be stored, and what rights they have (e.g. access, correction, deletion).

Supportify must gain users' consent before using non-essential cookies -- especially analytics and tracking cookies. A cookie banner should clearly explain what cookies will be used for.

A newsletter or text message must also have explicit opt-in consent, along with clear unsubscribe options. Ensuring GDPR and PECR compliance reduces legal risk and protects user trust (ICO., 2024).

Website Terms and Disclaimers

There should be a liability policy and app terms in Supportify's Terms of Service (ToS). It's wise to include a health disclaimer – stating that the app and content are not substitutes for professional medical advice, and services are provided at the user's risk.

Supportify could clearly state that therapists are independent practitioners and Supportify is not responsible for therapy outcomes. A Terms of Service should also outline rules regarding user conduct (for example, no illegal use) and ownership of intellectual property (the company retains rights to the app code and any content it provides) (Clear Fear, 2024).

Prepare simple, plain-language terms and a refund policy, possibly with legal help, to ensure all mandatory consumer information is included (such as complaints and cancellations) and to set proper expectations.

Intellectual Property

To gain exclusive use and legal protection, Supportify should register its trade mark (name, logo, and slogan) with the UK Intellectual Property Office. Using the ® symbol and filing legal action against infringement are among the benefits of a registered trade mark (GOV.UK, 2023). The registration period lasts for 10 years, and it can be renewed. For international expansion, EU or global trade mark applications may be considered. Registrations are valid for ten years and can be renewed. If your company plans to expand internationally, EU or global applications may be considered (Boles, 2015).

The code, text, and design of the app are protected by copyright. Supportify should label content with title notices, keep records of authorship, and assign copyright to freelancers.

There is little chance that Supportify's business model will qualify for patent protection, but it could if the app includes a new and inventive technical capability, such as an original algorithm (Business Companion, 2025b).

Additionally, Supportify should draft clear contracts with therapists on its platform that specify IP ownership and confidentiality of any content they create (e.g. blogs, videos), as well as liability. Supportify should treat professionals as independent contractors and indemnify them for advice-related claims.

E-Commerce and Digital Regulations

It is required by the E-commerce Regulations that Supportify display contract terms clearly before purchase. Users must confirm bookings by clicking an "I agree" button and must be able to review choices before confirming purchases. Websites must list full business details and clearly display prices at checkout (Business Companion, 2025b). Even if Supportify uses a third-party processor, billing information must be protected with strong security. For payments, Supportify chooses a PCI-compliant provider (such as Stripe or PayPal). Non-essential cookies, such as analytics, must have clear opt-in consent. A cookie policy should explain how these cookies are used (The Diligent team, 2021). Supportify must also comply with GDPR and ePrivacy standards. It is a best practice to use double opt-in on marketing emails, as well as keeping consent records. PECR rules require prior opt-in, along with clear unsubscribe options (ICO., 2024).

Platform Terms and Cybersecurity

There should be a section on user conduct (no harassment, no illegal acts) as well as platform rules in the app's terms of service. It should include the disclaimers discussed earlier, and mention consumer rights (e.g., "You have statutory rights under the Consumer Rights Act 2015", etc.). It should also include a mention of the privacy policy and refund/cancellation policy.

It is important that Supportify adopts best practices, even though there is no single "cybersecurity law" to cite. It is important to keep servers and software up to date, and to have strong password policies for staff and users (ICO., 2024).

Data breach response plans should be in writing: UK GDPR requires reporting a breach of personal data within 72 hours if it could harm. It may be necessary for Supportify to allocate a person (such as a Data Protection Officer or a team leader) who can monitor, log, and respond to any security incidents. Regular backups could also be considered as a way to mitigate risks, as could perhaps cyber insurance (ICO, 2024).

International Considerations

Whenever Supportify expands internationally, it must comply with local law. In the EU/EEA, EU GDPR applies alongside UK GDPR when processing EU users' data. The upcoming EU Digital Services Act may also apply. In the U.S., health data may fall under HIPAA if Supportify qualifies as a "covered entity." California's CCPA may also apply. Under UK or EU law, Supportify is regulated as a medical device if it adds diagnostic features. Limiting data and adapting terms to each region is essential (Boles, 2015).

Conclusion and Actionable Recommendations

Health and online services are legal sensitive areas for Supportify, and it must comply with UK data, ecommerce, and consumer protection laws. It is necessary to meet CRA requirements for digital content and services, apply refund and cancellation rules, and ensure that user data is protected (GDPR). The brand and app should be protected by IP to secure Supportify's value (Business Companion, 2025b).

Actionable Steps

The first step should be to revise Supportify's Terms of Service and Privacy Policy to include all business details, a cookie consent mechanism, and a GDPR-compliant privacy notice, as well as a health-use disclaimer, like Clear Fear does (Clear Fear, 2024). The terms should include clear refund and cancellation policies that reflect users' 14-day cancellation rights under distance-selling regulations as well as procedures for dealing with missed sessions, such as a credit or refund. Ensure that the content of the app is protected by copyright by registering trade marks. All personal data should be encrypted, data protection impact assessments should be conducted, and staff should be trained on data security.

REFERENCES

- Boles, N. (2015) *New rights for consumers when buying digital content*, GOV.UK. Available at: <https://www.gov.uk/government/news/new-rights-for-consumers-when-buying-digital-content> (Accessed: 22 May 2025).
- Business Companion (2025a) *Alternative dispute resolution* | *Business Companion*. Available at: <https://www.businesscompanion.info/en/quick-guides/consumer-contracts/alternative-dispute-resolution> (Accessed: 20 May 2025).
- Business Companion (2025b) *Digital content* | *Business Companion*. Available at: <https://www.businesscompanion.info/en/quick-guides/digital/digital-content> (Accessed: 22 May 2025).
- Business Companion (2025c) *Supplying services* | *Business Companion*. Available at: <https://www.businesscompanion.info/en/quick-guides/services/supplying-services> (Accessed: 20 May 2025).
- Clear Fear (2024) ‘Terms of use’, *Clear Fear App*. Available at: <https://clearfear.stem4.org.uk/terms-of-use/> (Accessed: 20 May 2025).
- Conway, L. (2022) *Distance selling: sale of goods, digital content & services online, by phone, off-business premises etc*. Available at: <https://researchbriefings.files.parliament.uk/documents/SN05761/SN05761.pdf> (Accessed: 22 May 2025).
- GOV.UK (2023) *Register a trade mark*, GOV.UK. Available at: <https://www.gov.uk/how-to-register-a-trade-mark> (Accessed: 20 May 2025).
- GOV.UK (2025) *Digital mental health technologies guidance launched to help manufacturers and safeguard users*, GOV.UK. Available at: <https://www.gov.uk/government/news/digital-mental-health-technologies-guidance-launched-to-help-manufacturers-and-safeguard-users> (Accessed: 20 May 2025).
- ICO (2024) *Personal data breaches: a guide*. ICO. Available at: <https://ico.org.uk/for-organisations/report-a-breach/personal-data-breach/personal-data-breaches-a-guide/> (Accessed: 20 May 2025).
- ICO. (2024) *What is special category data?* ICO. Available at: <https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/lawful-basis/special-category-data/what-is-special-category-data/> (Accessed: 22 May 2025).
- The Diligent team (2021) *Is PCI DSS a legal requirement in the UK?* Available at: <https://www.diligent.com/resources/blog/pci-dss-compliance-uk> (Accessed: 20 May 2025).