

Terms of Use and Supply of Services

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR WEBSITE AND/OR APP

1. Who we are and when these terms apply

- a. Welcome to our website www.prismtherapyonline.com (the “Website”) and/or our therapy platforms including our responsive web app (together referred to as the “App”) all of which are operated by Prism Therapy Limited (we/us/our). We are incorporated in Ireland, CRO company number 603397, VAT registration no. 3469540GH, our registered address is Office 10, Block 3, New Ashbourne Town Centre, Ashbourne Co. Meath. Our correspondence address is 29 Westland Square, Pearse Street Dublin 2.
- b. These terms govern:
 - i. your access to and use of our Website and App;
 - ii. the purchase of products and services offered by us on our Website and App, including but not limited to the arrangement of consultations with Clinicians (defined in Clause 13 below) through our Website and App; and
- c. If you continue to browse and use our Website and/or App, purchase any products or services on our Website/App, you are agreeing to comply with and be bound by these terms. These terms form the basis of a contract between you and us.

Please read these terms carefully. They tell you how we will provide products and services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

We recommend that you print a copy of these terms for future reference. If you do not agree to these terms, you must not use our Website or our App.

2. We may make changes to these terms

We amend these terms from time to time. Every time you wish to visit our Website, use our App or purchase a product or service from us, please check these terms to ensure you understand the terms that apply at that time.

3. We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens.

4. Lawful use of our Website and Apps

Our Website and App are directed to people residing in Ireland. We do not represent that content, products or services available on or through our Website or App are appropriate for use or available in locations other than Ireland. You must only access our Website or App or purchase any services through them if it would be lawful to do so in the country where you reside.

5. There are other terms that may apply to you

- a. These terms refer to the following additional terms, which also apply to your use of our Website and App:
 - i. **Our Privacy Notice** (Prismtherapyonline.com/privacy-policy), which sets out information about how we use personal data.

- ii. **Our Cookie Policy** (Prismtherapyonline.com/privacy-policy), which sets out information about the cookies on our Website and App.
- b. Therapy sessions provided by Clinicians are subject to the terms of the Clinician, which will be discussed with your therapist directly. Please also see Clause 15 of these terms for further information.

6. You must keep your account details safe

- a. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- b. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms.

7. How you may use material on our Website and Apps

- a. We are the owner or the licensee of all intellectual property rights in our Website and our App, and in the material published on them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- b. Our Website and App contain material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Except as specified in these terms, reproduction is prohibited.
- c. You may print off one copy, and may download extracts, of any page(s) from our Website for your personal use and you may draw the attention of others to content posted on our Website or our App.
- d. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- e. Our status (and that of any identified contributors) as the authors of content on our Website and App must always be acknowledged.
- f. You must not use any part of the content on our Website or App for commercial purposes without obtaining a licence to do so from us or our licensors.
- g. If you print off, copy or download any part of our Website or our App in breach of these terms, your right to use our Website and our App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

8. Our trade marks

The registered ordinary word mark with the text “Prism Therapy” registered in Ireland with Trade Mark number 264828 pursuant to Section 42 of the Trade Marks Act 1996 including the text “Prism Therapy” used on our Website are Trade Marks of Prism Therapy Ltd. You are not permitted to use them or any other materials comprising our intellectual property without our approval, unless they are part of material you are using as permitted under Clause 7.

9. Use of Our Website and App:

You may use our Website and App only for lawful purposes. You may not use our Website and App:

- a. In any way that breaches any applicable local, national or international law or regulation.

- b. In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- c. For the purpose of harming or attempting to harm any person in any way.
- d. To bully, insult, intimidate or humiliate any person.
- e. 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. By breaching this provision, you risk committing a criminal offence. We will report any such breach to the relevant law enforcement authorities, and we will cooperate with these authorities by disclosing your identity to them.
- f. You may not make video or audio recordings of therapy sessions, even for your own personal reference.
- g. In the event of a breach of this Clause 9, your right to use our Website and App will cease immediately.

10. Linking to our Website

You may link to the homepage of our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. Our Website or App must not be framed on any other site or app. You must not establish a link to our website or App in any website that is not owned by you, We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the content standards set out in these terms. If you wish to make any use of content on our Website and App other than that set out above, please contact us in the first instance.

11. Website and/or Apps content

- a. Although we make reasonable efforts to update the information on our Website and App, neither we nor any third parties provide any representations, warranties or guarantees, whether express or implied, as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on our Website and App for any particular purpose, save where we have expressly agreed how you may use materials for which you have paid. We acknowledge that such information and materials may contain inaccuracies or errors and we expressly fully exclude liability for any such inaccuracies or errors of the law. The content of our Website and App is provided for general information only and your use of same is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through our Website or App meet your specific requirements. Our Website and App content is not intended to amount to advice on which you should rely or a tool for diagnosis. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website or App.
- b. Our Website and App may include information or materials uploaded by other users. This information and materials have not been verified or approved by us. The views expressed by others on our Website and App do not represent our views and values.

12. We are not responsible for websites we link to

- a. Where our Website and App contain links to other sites and resources provided by third parties, these links are provided for your information only. We assume no responsibility for the content of such links. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- b. We have no control over the contents of those sites or resources or management of same and we will not be liable for any loss or damage that may arise from your use of them.

13. Accessing our Website and Apps

- a. Access to our Website and App are made available free of charge, although online consultations, live chat, and other sessions with self-employed practitioners who provide therapy and related services to users (“Clinicians”) made through our Website and App and certain content on our Website and App are charged for (see Clause 16 of these terms and www.prismtherapyonline.com/what-we-offer)
- b. We do not guarantee that our Website and App, or any content on them, will always be available or be uninterrupted. Access to our Website and App are permitted on a temporary basis. We may suspend, withdraw, discontinue, change or restrict the availability of all or any part of our Website and App without notice for business, operational or other reasons. We will not be liable to you if for any reason our Website and App are unavailable at any time. We will try to give you reasonable notice of any suspension or any withdrawal.
- c. You are responsible for making all arrangements necessary for you to have access to our Website and App. You are also responsible for ensuring that all persons who access our Website and App through your internet connection, or using your computer equipment or mobile device, are aware of these terms and other applicable terms and conditions, and that they comply with them.
- d. We do not guarantee that our Website and App will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and applications in order to access our Website and App. You should use your own virus protection software.
- e. **Reasons we may suspend use of our Website or App.** We may have to suspend our Website or App to:
 - i. deal with technical problems or make minor technical changes;
 - ii. update the Website or App to reflect changes in relevant laws and regulatory requirements.
- f. **Your rights if we suspend use of our Website or App.** In the unlikely event we will be suspending our Website or App, we will contact you in advance to tell you unless the problem is urgent or an emergency or for routine maintenance carried out outside of usual business hours.

14. Our contract with you when you order services, digital content or any other product through our website or App

- a. **How we will accept your order.** Acceptance of your order for products or services through our Website or App will take place when we email you to accept your order or, in the case of a consultation with a Clinician, confirm an appointment with a Clinician on the App, at which point a contract will come into existence between you and us.
- b. **If we cannot accept your order.** In the unlikely event we are unable to accept your order, we will inform you of this in writing and will not charge you for the product or service. If you have paid for the product or service we cannot provide, we will arrange a

refund which will usually be made within 5 to 10 business days or in some cases you will be able to use the amount paid to purchase an alternative product or service.

- c. Our Website and App are solely for promotion of our products and services in Ireland. Unfortunately we do not accept orders from or deliver products or services to persons outside of Ireland.
- d. **We are not responsible for delays outside our control.** If our supply of the products or services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products or services you have paid for but not received.

15. Who Provides the Services

- a. **Clinicians.** We operate the Website and App through which Clinicians provide therapy and related services to users: we are not the providers of these services and the service provider shall at all times be the Clinician. Each Clinician is self-employed and is a member of the Psychological Society of Ireland or The Irish Council for Psychotherapy. Each Clinician has their own set of terms and conditions, and any therapeutic contract will be formed between you and your chosen Clinician. We will not accept liability for any loss or damage resulting from contact with or services provided by the Clinicians. Any complaint in relation to a Clinician should be raised with the Clinician in the first instance and, if necessary, escalated to the Psychological Society of Ireland or ICP.
- b. **Contacting a Clinician.** You can contact any Clinician you have worked with by contacting us using the contact details on our Website or in these terms – Clinicians may give contact details for themselves directly also from time to time.

16. Price and payment

- a. **Where to find the price for the product/service.** The price of the products and services will be the price indicated on the order pages when you placed your order.
- b. **Therapy Sessions.** When you book a therapy session with a Clinician on an App you will pay or become liable to pay the fees for our services and those of the Clinician for that session at the time of booking. The total price (which includes our fees and those of the Clinician) for sessions and other services can be found here www.prismstherapyonline.com/what-we-offer
- c. **Missed appointments / technical issues / refund requests.** Each booked therapy session is attended by a member of the professional team (your matched therapist). In instances where an appointment is not accessed on time or is missed, we cannot refund your session fee. In instances where there is a bonafide technical issue with logging in / or with your technical setup, you can contact us through the “help” section form. Admin will notify your therapist of an issue being logged. You will be issued a fact find form and Admin will work with you on ensuring that your setup is in order. Based on the outcome of this and at the therapist discretion, on a case-by-case basis a “replacement session” may be issued in lieu of the initial appointment.
- d. **We will pass on changes in the rate of VAT.** Where VAT is chargeable, if the rate of VAT changes between your order date and the date we supply the product or service to you, we will adjust the rate of VAT that you pay, unless you have already paid for the product or service in full before the change in the rate of VAT takes effect.
- e. **What happens if we got the price wrong.** We take reasonable care to ensure that the prices of the products and services advised to you are correct. However, it is always possible that, despite our best efforts, our products or services may be incorrectly priced. We will contact you if this happens. We will normally check prices before accepting your order so that, where the product or service’s correct price at your order

date is less than our stated price at your order date, we will change it to the lower amount. If the product or service's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as mis-pricing, we may end the contract, refund you any sums you have paid and require the return of any products provided to you.

- f. **When you must pay and how you must pay.** Generally, you must pay in full before we supply any products or services to you. For non-subscription services, we accept payment using Stripe which allows you to pay using most popular credit or debit cards.
- g. **When your insurance provider has agreed to pay.** In some cases your insurance provider will have agreed to pay for services you receive through our Website or App. In the event your insurance provider does not pay in full by the agreed date (or within 120 days of delivery of the service if no date was agreed) for the services you receive you will be personally liable to pay for the services (including those provided by the Clinicians) to the extent your insurance provider has not paid for them. Some insurance providers require you to pay a percentage of the price of any therapy session and/or have an annual excess that you must pay (and such payment is referred to as an "Excess"); we can require you to pay any Excess at any time. If you are unsure, you should check with your insurance provider.
- h. **We may suspend supply of the products or services if you do not pay.** If you do not pay us for the products or services when payment becomes due, we may suspend supply of our products or services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of our products or services.

17. Your rights to make changes

- a. **General.** If you wish to make a change to the products or services you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see Clause 19 (Your rights to end the contract)).
- b. **Therapy Sessions.** You will be able to make changes (request cancellation or rescheduling) to a therapy session with a Clinician, so long as you have provided at least 48 hours' prior notice to the Clinician using the App. Please see Clause 19(h)(ii) for further details.

18. Our rights to make changes

- a. **Minor changes.** We may make changes to our Website or App for technical reasons, to change the look and feel, to reflect changes in relevant laws and regulatory requirements. These changes will not prevent you from receiving therapy using the method of communication with your Clinician that you have chosen.
- b. **More significant changes to the products and services and these terms.** We may need to make other changes to products and services you buy on our Website or App, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for the products or services paid for but not received.

19. Your rights to end the contract

- a. **When you can end your contract with us.** Your rights when you end the contract will depend on how we are performing and when you decide to end the contract:
 - i. If our product or service is faulty or misdescribed you may have a legal right to end the contract (or to get the service re-performed or to get some or all of your money back; see Clause 22);
 - ii. If a Clinician cannot attend a therapy session, see Clause 19(b);
 - iii. If you want to end the contract because of something we have done to the platform or have told you we are going to do, see Clause 19(c);
 - iv. If you have just changed your mind, see Clause 19(e) to (h);
 - v. In all other cases (if we are not at fault and there is no right to change your mind), see Clause 19(d).
- b. **Your rights if a Clinician cannot attend a therapy session.** In the unlikely event that a Clinician is unable to attend a therapy session that has been booked with you, you will have the right to reschedule for another time or (where you have paid in advance for the session) you will have a right to a refund.
- c. **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at i) to v) below the contract will end immediately and we will refund you in full for products or services which have not been provided. The reasons are:
 - i. we have told you about an upcoming change to the products or services or these terms which you do not agree to (see Clause 18);
 - ii. we have told you about an error in the price or description of the products or services you have ordered and you do not wish to proceed;
 - iii. we have told you there is a risk that supply of the products or services may be significantly delayed because of events outside our control;
 - iv. we have suspended supply of the products or services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 7 days; or
 - v. you have a legal right to end the contract because of something we have done wrong.
- d. **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see Clause 19(g)), you may still be able to end some contracts before they are completed. A contract for digital content is completed when the product is downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end the contract in these circumstances, just contact us to let us know. With the exception of consultations with Clinicians that are cancelled with less than ~~48~~48 hours' notice (addressed in Clause 19(h)(ii)), we will refund any advance payment you have made for the portion of the products or services which will not be provided to you.
- e. **Exercising your right to change your mind (European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013).** For most products and services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights are explained in more detail below.

- f. **When your order is a request to provide services before the 14 day cancellation period has ended.** When you order any services from us (including digital content) that are scheduled to be supplied within 14 days of the date of your order you agree that your right to cancel will be as set out below and you may not have the benefit of the full 14 day period to change your mind.
- g. **When you do not have the right to change your mind.** You do not have the right to change your mind in respect of:
- i. digital content after you have started to download or stream these;
 - ii. services that have already been delivered;
 - iii. products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
 - iv. products that are clearly personalised;
 - v. products that are liable to deteriorate or expire rapidly; and
 - vi. any products which become mixed inseparably with other items after their delivery.
- h. **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.
- i. If you have bought services, subject to Clause 19(h)(ii) below, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
 - ii. Where you have booked a therapy session with a Clinician, you can cancel or reschedule the session free of charge at any time up to 48 hours before the time of your therapy session with a Clinician is scheduled to be provided even if it has been more than 14 days since you booked your therapy session. If you cancel or reschedule the session later than 48 hours before the appointed time for the session, you will not receive a refund for the cancelled or rescheduled session.
 - iii. If you have bought digital content for download or streaming, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.
 - iv. If you have bought goods, you have 14 days after the day you (or someone you nominate) receives the goods.

20. How to end the contract with us (including if you have changed your mind)

- a. **Tell us you want to end the contract.** If you want to end the contract with us, please let us know by doing one of the following:
- i. **Email.** email us at info@prismtherapyonline.com. Please provide your name, home address, details of the order you wish to cancel and, where available, your phone number and email address.

- ii. **Online.** Complete the form <https://prismtherapyonline.com/contact/> on our Website.
 - iii. By post. Print off the form <https://prismtherapyonline.com/contact/> on our Website and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address within the user admin panel on the platform.
- b. **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must post them back to us at 29 Westland Square, Pearse Street, Dublin 2 or if they are not suitable for posting allow us to collect them from you. If you are exercising your right to change your mind you must send off the products within 14 days of telling us you wish to end the contract. You must return all products to us in unused condition.
- c. **When we will pay the costs of return.** We will pay the costs of return:
 - i. if the products are faulty or misdescribed;
 - ii. if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong;
- d. In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.
- e. **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:
 - i. We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
 - ii. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
 - iii. In the case of a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- f. **How we will refund you.** We will refund you the price you paid, using the same the method you used for payment. However, we may make deductions from the price as described in the clauses above.

- g. **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
 - i. In the case of products your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.
 - ii. In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

21. Your Conduct and our rights to end the contract

- a. **Your conduct during a session with a Clinician.** You agree not to join any therapy session with a Clinician under the influence of drugs or alcohol, or to become abusive, insulting, threatening, disruptive or act in any other manner the Clinician considers unreasonable during the therapy session and agree that if you do so the Clinician will be entitled to terminate the session and you will remain liable for the full cost of the therapy session.
- b. **We may end the contract if you break it.** We may end the contract with you at any time by writing to you if:
 - i. you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due (and we may suspend provision of the services during that period as set out in Clause 16(g));
 - ii. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, information needed to receive payment for a therapy session from your insurance provider where you are not paying for therapy sessions yourself;
 - iii. You do not, within a reasonable time, allow us to deliver the products or services to you; or
 - iv. you breach Clause 9 or Clause 21(a) of these terms.
- c. **You must compensate us if you break the contract.** If we end the contract in the situations set out in Clause 21(b) we will refund any money you have paid in advance for products or services we have not provided but we may deduct or charge reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- d. **We may withdraw a product or service.** We may write to you to let you know that we are going to stop providing a specific product or service. We will let you know in advance of our stopping the provision of a specific product or service and will refund any sums you have paid in advance for products or Services which will not be provided.

22. If there is a problem with the products or services

- a. **How to tell us about problems.** If you have any questions or complaints about our products or services, please contact us. You can write to our customer service team at info@prismtherapyonline.com or fill out the contact form in the user admin panel on the platform – You will receive a reply within 24 hrs. Mon – Fri and within 72hrs. Sat-Sun. Customer service monitor the service from 8 a.m. to 7 p.m. Mon – Fri.

23. Our responsibility for loss or damage suffered by you

- a. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- b. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or where it would otherwise be unlawful to do so.
- c. **Digital Content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- d. **We are not liable for business losses.** We only supply our Website and App for domestic and private use. If you use our Website and App for any commercial, business or re-sale purpose, we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 1. use of, or inability to use, our Website or App; or
 2. use of or reliance on any content displayed on our Website or App.

Furthermore, we will have no liability to you for any loss of profit, sales, business or revenue, loss of business, business interruption, loss of business opportunity, goodwill or reputation, loss of anticipated savings or any indirect or consequential loss or damage.

- e. To the extent permitted by law, we exclude all implied conditions, warranties, representations or other terms that may apply to our Website and Apps or any content on them.
- f. **Viruses and damage to computer equipment:** We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or App or to your downloading of any content on it, or on any website and/or app linked to it.

24. How we may use your personal information

- a. **How we may use your personal information.** We will only use your personal information as set out in our privacy notice (<https://prismtherapyonline.com/privacy-policy>).

25. Other important terms

- a. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens.
- b. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- c. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- d. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- e. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

26. Which country's laws apply to any disputes?

- a. These terms, their subject matter and their formation, are governed by Irish law and you can bring legal proceedings in respect of these terms in the Irish courts.