

## Terms and conditions (B2B)

These terms and conditions represents the conditions of cooperation between GoMentor Danmark ApS ("GoMentor" and psychologists, psychotherapists, coaches, therapists, sexologists and mentors etc., that are shown as professionals on GoMentor.com (hereafter "Mentor"). Visitors on GoMentor.com and customers of Mentors services is referred to as users (hereafter "User").

### 1. Introduction

1.1 GoMentor Danmark ApS is a Danish based company with the company identification number DK34877289. GoMentor is registered with the address Vesterbrogade 149, 1620 Copenhagen, Denmark.

1.2 "Mentor" is designating the individuals and/or independent entities, that gets a profile on GoMentor.com and hereby get access to GoMentor Dashboard, wherefrom they can edit their profiles, prices, services etc. and also reply messages and inquiries from the Users. The term "Mentor" designates psychologists, psychotherapists, coaches, therapists, sexologists and mentors etc., that uses conversations to work with personal development and psychological challenges.

1.3 In accordance with this agreement, GoMentor will through branding, marketing and online visibility etc. introduce users to GoMentor.com and to conversations, psychotherapy, counselling and coaching services etc., which is offered by the Mentors.

1.4 In this agreement's section 15 exists the data processing agreement, that is necessary to regulate GoMentors role as the data processor on behalf of the Mentor, who is the data responsible. With approval of this agreement, the data processing agreement is also approved, cf. the Danish Personal Data Protection Act § 3, no. 5.

1.5 These terms and conditions shall be governed by and construed in accordance with Danish law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the Danish courts.

### 2. Mentor's obligations

2.1 The Mentor must secure that all relevant information that is needed to handle with inquiries from users is present. These include, but are not limited to, the professional information about education, interview techniques, physical address, specialities, offered services, references and duration of offered services.

2.2 The Mentor must without delay accommodate all requests from GoMentor to provide documentation for any authorisation, education, certification and insurance that is required for Mentor to practice the profession.

2.3 The Mentor may not do anything that devalues the testimonials that the users can provide after a session with the Mentor.

2.4 The Mentor should always, according to the circumstances, make appropriate efforts to encourage the User to seek medical or other professional advice or treatment if the Mentor during a conversation or

dialogue identifies a medical or psychological condition of the User, which requires expert treatment beyond what the Mentor can offer.

2.5 If the Mentor offers online video sessions through GoMentor, the Mentor needs to:

2.5.1 Make sure prior to the first online video session to get a demonstration of the GoMentor video session platform by a GoMentor employee, so that the prerequisites for a good user experience is present.

2.5.2 Have and maintain a computer, tablet or smartphone with a web camera and microphone, which is necessary to use the platform. In relation to the quality of the internet connection it is recommended to use the speed test within the GoMentor video session platform, to ensure a good quality and user experience.

2.5.3 The Mentor must evaluate whether the User is suitable for this kind of treatment or not. That goes for both written conversations, psychotherapy, counselling, coaching services and online video sessions.

2.5.4 If the User is not satisfied with the technical quality of an online video session, the Mentor is obligated to offer a new session.

2.6 The Mentor must strive to answer all messages from the User and GoMentor as soon as possible and no later than 24 hours from receiving it, seven days a week – also during weekends and bank holidays.

2.6.1 If a User files a complaint due to lack of answer from the Mentor, where the 24-hour deadline is not met, the Mentor does not receive payment for the user that week and the User can switch to another Mentor with a day's notice. If the Mentor have already received payment for that week, it will be deducted from the Mentor's GoMentor account.

2.6.2 The Mentor must register sickness period in the GoMentor calendar in cases where it prevents Mentor from answering the User. This ensures that the User will have these days deducted from the next period's payment. The Mentor will not receive commission for the User in the registered sickness period. The User can request to be switched to another mentor with a day's notice, if the sickness period exceeds 3 days. If the Mentor already has received commission for the period, it will be deducted in the Mentor's GoMentor account.

2.7 The Mentor is not allowed to share links to own website or phone number on the profile or any other contact points or media. The User must contact the Mentor through GoMentor.

### **3. GoMentor's obligations and rights**

3.1 GoMentor shall strive to:

3.1.1 Comply with applicable laws, regulations, codes of conduct, good marketing practices, rules on consumer protection, distances selling rules and regulations concerning the processing of personal information.

3.1.2 GoMentor.com must be available and functioning for the Users 24 hours a day, 7 days a week.

3.1.3 That any perturbation in GoMentor.com due to lack of availability or loss of function is as short as possible and where possible is timed where the number of requests is minimum.

3.2 GoMentor cannot be held responsible for lack of availability or loss of functionality on GoMentor.com that is caused by a third party, including but not limited to:

3.2.1 Providers of the web design, technology or hosting

3.2.2 Providers of payment services

3.2.3 Providers of call solutions

3.3 GoMentor has direct access through the GoMentor Dashboard to make changes on the Mentor's profile. Normally this will be done after agreement with the Mentor, but in cases where GoMentor finds the need to

make changes, GoMentor will do so and inform the Mentor about it.

#### **4. Settlement of commission for the work between GoMentor and the Mentor**

4.1 During the monthly statement, the Mentor will be settled with 70% of each associated User's subscription price for whole days that the User is associated with the Mentor. If the Mentor is exempt from VAT (e.g. British psychologists who offers therapy) the settlement will be 70% of the entire subscription price. If the Mentor is subject to VAT and the User is located in a country where GoMentor must charge VAT, then the settlement will be 70% of the subscription price excl. VAT.

4.1.1 The Mentor will not receive commission for vacation periods, where the Mentor is unable to answer the User. These periods will be deducted from the User's next subscription payment. The User will also be able to request a switch of mentor, if desired. The Mentor must register these vacation periods in the GoMentor calendar.

4.1.2 GoMentor reserves the right to offer a 3-day trial period for new Users. The Mentor will not be settled for trial periods, but is still obligated to answer the User and GoMentor as described in section 2.6. The trial period is intended to attract new users and encourage them to continue with the subscription that automatically starts when the trial ends.

4.2 The User can request to be switched to another Mentor with effect from the next subscription renewal (week or month). If this happens, the Mentor won't be settled for that User from the date of the transfer takes effect.

4.3 If the Mentor and the User has an online video session, it must be held via GoMentor's platform and there will be calculated a fee of 30% of all online video sessions held. The fee is calculated by the price the User pays for the session. The User must pay with a debit card or credit card through GoMentor.

4.3.1 It is not allowed to use or refer to alternative online session platforms in the profile text or anywhere else on GoMentor.com. GoMentor's online video session platform ensures confidentiality between the Mentor and unlike commercial online video platforms such as, but not limited to, Facetime, Skype and Google Hangouts, where the provider requires acceptance of the possibility of improper use of the sessions for other purposes (like selling information to third parties).

4.4 The Mentor's pricing of services (online video sessions) on GoMentor, may not be higher than on own website or what the Mentor normally offers elsewhere.

4.5 The rates of commission can be changed in accordance with 5.1.

4.6 4 days after an online video session has ended, the fee will be calculated and transferred to the monthly statement and, cf. section. 5.2.

4.7 If the Mentor agrees with the User to have one or more sessions after the User's subscription has been terminated, each session will be charged a fee of 30% for all sessions. This is valid 6 months after terminated subscription unless the User before the subscription start have had sessions with the Mentor.

#### **5. Prices and payment**

5.1 GoMentor reserves the right to make changes in prices and fees with 3 month's notice.

5.2 The 5<sup>th</sup> each month, GoMentor will make a monthly statement of:

5.2.1 Amount due for each party

5.2.2 Payments received by GoMentor for any online video sessions

5.3 If the Mentor has a receivable from GoMentor according to the statement, this will be available to the Mentor. The Mentor must request a payout and provide the needed bank account information if the Mentor wants the receivable paid out.

5.3.1 Just as GoMentor have costs to make international bank transfers, it may happen that the Mentor's bank charge a fee for receiving international wire transfers.

5.4 Any payment in accordance with this agreement is due 8 days from the invoice issue date.

5.5 In case of a delayed payment, GoMentor is entitled to either deduct any amount outstanding in Mentor's receivable, calculated at 1.5% interest per month from the date the invoice was due and until the amount has been received and credited to GoMentor's bank account or paid by credit card via GoMentor.com.

5.6 Payments for any online video session received from the Users is included in the monthly statement.

5.7 If Mentor disagree with the monthly statement, the Mentor must raise objections within 14 days from the invoice issue date.

5.8 If the Mentor does not wish to continue the cooperation after a change notice based on section 5.1 the Mentor can terminate the agreement with effect from the date when the change is going to take effect.

5.9 If the Mentor choose to sign up for automatic card payment, then the following terms are also accepted:

5.9.1 GoMentor can automatically capture payment on the enrolled card. The payment will be for outstanding invoices, that the Mentor has been sent by e-mail 8 days prior and not which is not paid with receivable balance.

5.9.2 After each payment, the Mentor will receive a mail containing information about the transaction.

5.9.3 If the Mentor gets a new card, the Mentor needs to sign up for automatic card payment again through the GoMentor dashboard.

5.9.4 If the Mentor wish to stop automatic card payments, this must be done in the GoMentor dashboard.

5.9.5 If the automatic card payment is unsuccessful, for example if the payment card has been suspended or has expired, the Mentor will receive a mail accordingly and must ensure timely payment with another method.

## **6. Contract and termination**

6.1 GoMentor reserves the right to decide which Mentors can be a part of GoMentor.com on an ongoing basis.

6.2 This agreement is valid when the Mentor accepts the terms and conditions at the first login at GoMentor Dashboard.

6.3 The agreement can be terminated by the Mentor with a 3 months warning. During this period, active courses with Users will either be terminated naturally or offered to be transferred to another Mentor. If the Mentor does not have any active courses with Users, the agreement may be stopped prematurely by written agreement with GoMentor.

6.4 Termination must be done by e-mail to [contact@gomentor.com](mailto:contact@gomentor.com).

## **7. Liability and limitation of liability**

7.1 Nothing in this agreement shall exclude or limit either party's liability for

7.1.1 Death or personal injury caused by negligence

7.1.2 Fraud or forgery

7.2 GoMentor's liability both in and outside of the contract (including in relation to negligence) arising out of or related to this agreement shall be of an amount limited to the fees the Mentor has paid in total the past 12 months prior to the tortious event.

7.3 GoMentor is not responsible for any indirect or consequential loss, including loss of anticipated profits or savings, loss of data or the costs of collecting the same, loss of goodwill, loss in connection with the distortion of messages or other similar indirect losses.

7.4 Moreover GoMentor is not responsible for any third party errors, crashes or other interruption of services.

7.5 If it can be proven that there are errors in any of GoMentor's services, the Mentor may require that GoMentor either deliver once more, correct the relevant error or give the Mentor a proportionate reduction in the price agreed between the parties. Hereafter the error should be regarded as correct and the Mentor thus considered to have achieved full and final fulfilment of all claims arising as a result of that error.

## **8. Force Majeure**

8.1 GoMentor is not liable for the Mentor in cases of force majeure affecting GoMentor's obligations under this agreement. In relation to this agreement, force majeure covers, but are not limited to; war, mobilisation, natural disasters, strikes, lockouts, fires, failure or delay of deliveries from suppliers, damage to production facilities, computer viruses, disease or dismissal of key employees, import and export restrictions, errors, crashes or other malfunction outside of GoMentor's control.

## **9. Intellectual property rights**

9.1 The Mentor confirms irrevocably to GoMentor, that the Mentor's name, professional information, logo and other materials do not violate or conflict with any patent, trademark, copyright, design rights or other rights owned by third parties.

9.2 If a third party makes a claim against GoMentor due to a violation of third party rights in relations to Mentor's name, records, logo and/or other materials, the Mentor is obliged to indemnify GoMentor against such claim of any kind and any costs or claims arising out of such an infringement of third party rights.

9.3 GoMentor retain the right to profile texts and other material that the Mentor has made available on GoMentor.com, social media, other media etc. during the period there has been a collaboration between the Mentor and GoMentor.

9.4 When the cooperation between GoMentor and the Mentor ceases, the profile will be removed from GoMentor.com. Since Google and other reputable search engines regularly adjust their indexing, it may take a couple of weeks before indexed content such as the Mentor's profile is no longer associated with GoMentor.

## **10. Breach of obligations**

10.1 As described in section 6.1 GoMentor reserves the right to decide which Mentors can be a part of GoMentor.com on an ongoing basis.

10.2 GoMentor may also, at any time and without notice, terminate this agreement and/or suspend GoMentor's delivery of services if:

10.2.1 The Mentor breaches this agreement, including the failure or delay in payment of any due invoice under this agreement

10.2.2 There are initiated bankruptcy or insolvency proceedings against the Mentor

10.2.3 GoMentor is required to do this as a result of a decision or an order made by an authority

10.2.4 The mentor has publicly commented on GoMentor in a way that has the character of slander and libel

10.3 In the event of termination or suspension of the agreement due to Mentor's breach of obligations, GoMentor reserves the right to deduct any loss for GoMentor in the receivable balance (including pending balances).

## **11. Changes to this agreement**

11.1 GoMentor is entitled to make changes to this agreement. The Mentor must be informed of such changes by e-mail or a message sent via the GoMentor dashboard at least 3 months prior to the change taking effect. Unless the Mentor makes objections within 30 days from receiving such notice or terminate this agreement with the required notice, those changes are considered part of this agreement.

11.2 If the Mentor does not want to continue the cooperation after such notices of change, the Mentor can terminate the agreement with effect from the date when the amendment becomes effective.

## **12. Transfer**

12.1 GoMentor is entitled to assign its rights and obligations to a third party if this third party joins the obligations under this agreement.

12.2 The Mentor cannot assign its rights and obligations to others as it is a personal partnership signed with GoMentor.

## **13. Confidentiality and protection of personal data**

13.1 "Confidential information" is all confidential information transmitted in writing, verbally, by phone, chat or otherwise by GoMentor, the Mentor, any User or others to a "receiving party". It may be information regarding personal data, services, operations, processes, plans, intentions, product information, know-how, design rights, trade secrets, market opportunities and business relationship.

13.2 In term of this agreement and after its termination or expiration for any reason:

13.2.1 May the receiving party not use confidential information for purposes other than the fulfilment of its obligations under this agreement.

13.2.2 May the receiving part not disclose confidential information to any person or company except with the prior written consent of the disclosing party.

13.2.3 The receiving party shall comply with all current guidelines set for processing of personal data.

13.2.4 The receiving party shall take all reasonable measures to prevent the use or disclosure of confidential information.

14.3 GoMentor is entitled to collect and process data about the Mentor before disseminating services or activities through the website. These may include name, sex, office address, phone number, e-mail address, date of birth, professional qualifications, skills, spoken languages, education or experience, authorisations, certifications, license type, license number, insurance information, and URLs for all relevant institutions the Mentor is a member of or authorised by.

14.4 GoMentor uses SSL encryption for security.

## **15. Data processing agreement between the Mentor and GoMentor**

15.1 In relation to the statutory § 3, no. 4 in the Danish Personal Data Protection Act, defines "the data responsible" as the natural or legal individual who, alone or jointly with others determines the purposes and the means of the processing of information. What matters is who legally and in fact will determine how personal data is processed and thus has "ownership" of the information. By this definition, it follows that the Mentor is the data responsible in relation to the users who contact the Mentor through GoMentor.com as it is the Mentor who have the professional knowledge to assess the data. GoMentor is in this context a communication portal between the User and the Mentor, and GoMentor do not have the professional knowledge that would make GoMentor able to be the data responsible.

15.2 The Mentor has with this agreement as the data responsible and on the basis of the statutory § 3, no. 5 in the Danish Personal Data Protection Act, designated GoMentor to be the “data processor”. A data processor (GoMentor) is characterised by only being able to process personal data on behalf of and on instructions from the data responsible (Mentor). GoMentor must as the data processor never treat personal information that was intended for the Mentor, for their own purposes and GoMentor must therefore not use the left information for anything other than performing the task for the data responsible.

15.3 The Mentor and GoMentor have with this agreement also signed a “data processing agreement” with the following terms, that means that GoMentor must make some organisational, technical and systemic measures in relations with inquiries for the Mentor through the GoMentor website. The data processor (GoMentor) act solely on the instructions of the data responsible (the Mentor) when processing personal data. GoMentor must with this agreement guard against:

15.3.1 Accidental or unlawful destruction, loss or impairment,

15.3.2 Unauthorised disclosure, misuse or

15.3.3 Incidental treatment that is in violation with law applicable to treatment of personal data.

15.4 As a data processor on behalf of the Mentor, GoMentor must in the processing of personal data only act as a secretary and via systems and communications to the Mentor reference and pass on the information received from the User. It is part of the data processing agreement that personal data which is intended the Mentor as the data responsible there must only exist digital information in GoMentor’s systems and never as physically material. GoMentor’s employees who are obliged to secrecy can always access the information through a system that can only be accessed with a password. GoMentor’s employees are allowed to have access to the digital information outside the office, but must never be in possession of personal data in physical form.

15.5 The Mentor may at all times ensure or verify that GoMentor as the data processor are taking the necessary security measures. Mentor may at any time – not more than once per year – obtain a statement of assurance from an independent third party. The data processor (GoMentor) must comply with this request and provide the data responsible with sufficient information to enable it to ensure that those technical and organisational security measures are taken.

15.6 All data that GoMentor receives as the data processor is stored securely and deleted after 2 years of receiving such data.

15.7 When the cooperation between GoMentor and the Mentor ceases, all content will be deleted after 1 year, when it relates to Users who have contacted this Mentor.

## **16. General**

16.1 This agreement constitutes the entire agreement and understanding between the parties with respect to the matters dealt with therein and supersedes, cancels and terminates all prior agreements between the parties relating to such matters, even if the conditions of such prior agreements or provisions are expressed as if they would continue to be in force after the expiry of the agreement.

16.2 If any term in this agreement (full or partial) is considered illegal, invalid or unenforceable by a territorial and professionally competent court, then the remaining terms of the agreement still have full legal force and effect.

16.3 As described in section 1.5 This agreement is subject to Danish law and jurisdiction.

16.4 GoMentor’s address for receiving messages is the company’s registered address. Mentor’s address for receipt of notices is the address at any time specified by the Mentor on the website or in the GoMentor Dashboard, or if Mentor is a company, then the company’s registered address.

16.5 Neither party gives the other party the right to use its trademarks, trade names or other designations in any promotions or publications.