



Spill Platform & User Terms & Conditions

Updated: July 2020

1. The Spill Platform

1.1 We appreciate your use of the service provided by us. Please read these terms (the “**Terms**”) carefully as they govern your use of the Spill Platform. In these Terms, you will be referred to as “you” or as a “user”.

1.2 The term “**we**” means Spill App Ltd, the owner and operator of the Spill application and website, at <http://www.spill.chat> and at any other associated website locations, and the services we make available through them (together, the “**Platform**”). The registered office of Spill App Ltd is at 9th Floor 107 Cheapside, London, United Kingdom, EC2V 6DN and its company registration number is 10602161.

1.3 By registering on the Spill app or similar, you confirm your acceptance of these Terms and our Privacy Policy. Do not use the Spill Platform unless you agree to be bound by the Terms and by our Privacy Policy which you can view [here](#).

1.4 We may update these Terms from time to time to make them clearer or to reflect changes in law or practice. If we do that, we will notify users through the Platform. If you do not agree to the changes made to the Terms, then you have the right to stop using the Platform. If you continue to use the Platform after the date the changes have been posted, we will infer that you accept the amended Terms.

2. Operation of the Platform

2.1 The Platform is designed to enable users to obtain mental health support from professional and licensed Counsellors during the hours set out on the Platform.

2.2 Users agree that their contact with Counsellors will be only through the Platform. Counsellors are not permitted to ask users to sign up to their private therapy practice and users are not allowed to ask counsellors to join their private practice.

2.3 Spill adheres to the [BACP Ethical Framework for the Counselling Professions](#). We have also created our own Boundaries Letter which you can view [here](#).

3. Your compliance with these Terms



3.1 If you wish to cancel your therapy sessions with Spill, you can do so at any time by sending an email to hi@spill.chat requesting removal from our database. We respond within one working day.

3.2 We have the right to terminate any user account and remove any user from our database if we receive complaints about that user, or for any other reason at our entire discretion.

3.3 If you breach these Terms, or if we reasonably suspect that you have breached these Terms, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our Platform;
- (c) permanently stop you from accessing our Platform;
- (d) block computers using your IP address from accessing our Platform;
- (e) contact any or all of your internet service providers and request that they block your access to our Platform; and/or
- (f) commence legal action against you

4. Copyright

4.1 This Platform contains content which is owned by or licensed to us (the “**Content**”). This Content includes, but is not limited to, the information, design, layout, look, appearance and graphics.

4.2 You are granted a licence to use the Content subject to the restrictions described in these Terms. This means that you have access to the Content but none of the Content belongs to you, or will belong to you.

4.3 Where we have legally protectable rights over the Content on the Platform, such as copyright, those rights are important to us and will remain ours at all times.

4.4 Where we have added notes or marks to show our legal rights (such as copyright) you must not delete or remove such notices placed by us on any Content. This is a specific example of a more general concept explained in 5.2.

5. Licence to use the Platform

5.1 You may:



- (a) view pages from our Platform in a web browser;
- (b) download pages from our Platform for caching in a web browser;
- (c) print pages from our Platform;

but, if you do so, please observe the restrictions that we set out below. .

5.2 You must not edit or otherwise modify any material on our Platform.

5.4 You must not:

- (a) republish material from our Platform (including republication on another Platform), except in the case of social media such as Facebook and Twitter in which case you are permitted to publish extracts (only) in order to promote use of the Platform;
- (b) sell, rent or sub-license material from our Platform;
- (c) show any material from our Platform in public;
- (d) exploit material from our Platform for a commercial purpose; or
- (e) redistribute material from our Platform.

5.5 We reserve the right to restrict access to areas of our Platform, or indeed our whole Platform, at our discretion. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our Platform.

6. Acceptable use

6.1 Spill exists to help users get access to mental health support in the form of mental health and wellbeing information, therapy, and answers from therapists to questions related to wellbeing and mental health. So that we can offer that service, you must not disrupt our Platform. Examples of disruption that are prohibited include:

- (a) trying to edit or modify the Platform, as explained in 5.2;
- (b) using our Platform in any way that is unlawful or which may cause damage to the Platform or restrict access to the Platform;
- (c) creating fake accounts or impersonating any real or fictitious user or other person on the Platform;
- (d) using our Platform to store or transmit any computer virus or other malicious computer software; or



(e) conducting any data collection activities on or in relation to our Platform without our written consent.

6.2 So that we can offer you the most appropriate service, you must ensure that all the information you supply to us through our Platform is true and accurate. For instance, when you book a therapy session, make sure you provide a working email address and contact number. You can update your details at any time by emailing us at hi@spill.chat. We respond within one working day.

7. Use on behalf of an organisation

7.1 If you use our Platform in the course of a business or other organisation, then by so doing you bind both yourself and the company or other legal entity that operates that business to these Terms, and in these circumstances references to "you" in these Terms are to both the individual user and the relevant company or legal entity.

8. Information received through the Platform

8.1 All Spill counsellors are BACP-registered or equivalent, have completed a minimum three-year degree in the field and have a minimum of 200 hours' client experience, but usually significantly more. All Spill counsellors have a valid registration with a UK body authorised by the UK Standards Authority and therefore that their qualifications, certification, and credentials are valid. Further, all Spill counsellors have professional indemnity insurance and an up-to-date Disclosure and Barring Service (DBS) check. Spill provides supervision for our counsellors, in line with BACP (the UK's largest counselling body) guidelines. This means that our counsellors themselves can access support and mentoring to help overcome any concerns and work to improve the service they offer. We have a stringent five-stage hiring process for counsellors, and, to give you a flavour of how demanding we are, to date we have only accepted 5% of all qualified applicants.

8.2 Spill is not itself a health care provider or a provider of medical services; we are a tech company that creates mental health and emotional wellbeing content and tools and that facilitates interactions between users and counsellors. We provide a simple interface to allow users to access mental health support, and we interview, vet and continuously supervise, train, and monitor our Counsellors (as explained in 8.1) to provide those mental health services. However, we have two very important limitations to bring to your attention:

(a) SPILL IS NOT RESPONSIBLE FOR THE INTERVENTIONS RECEIVED BY USERS THROUGH THE PLATFORM AND FROM COUNSELLORS. Despite the care we take described in 8.1, some of the content on the Platform generally, or given to users by Counsellors, may be incorrect, mistimed or inappropriate, generally or for a particular user. For example, a Counsellor may ask a user to consider whether their weight issues are linked to the emotional salience of their formative experiences, but this may not be relevant to that user or to



that user at that time, or the user may not be emotionally ready to consider this eventuality. All counsellors take care to be empathetic, sensitive, and careful with their interventions, but the nature of psychotherapeutic work is such that not every single intervention will resonate with the user. Simply because we have selected a Counsellor does not mean that we endorse any or all of the interventions made by that Counsellor to their users. What the counsellor says may not resolve all or any of a user's mental health concerns - depending on the user's presenting problem, therapy may take a long time, so no one conversation can be guaranteed to yield useful results. We encourage users to be as open and honest as possible in their interactions with Counsellors to raise the chances of good outcomes.

(b) SPILL IS NOT RESPONSIBLE FOR ANY ACTION THAT USERS TAKE OR DO NOT TAKE AS A RESULT OF INFORMATION GIVEN THROUGH THE PLATFORM. What users choose to do with the information given through the Platform is their choice. In other words, your reliance on any information is at your own risk. To repeat ourselves, we are not a medical service. General information on the Platform may not be appropriate for individual users. In addition, tailored information, given in good faith by a Counsellor to a user, may not be appropriate for individual users. If in doubt, users should contact their own registered medical professionals.

8.3 If the Platform is not available at any time, either due to a planned or unplanned outage of the Platform, PLEASE DO NOT DELAY SEEKING MEDICAL HELP if you think you may need it. We are not responsible for not providing our service in a timely manner, whatever the reason for us not being able to provide a timely service. We do not promise that the Platform will be available continuously or that you will be able to talk with any specific Counsellor. We are not obligated to make available the Platform services to you.

8.4 You are advised to exercise a high level of care and caution in the use of the Platform. You understand and agree that you are aware that the services offered through the Platform may not be a substitute for a face-to-face session by a licensed therapist. You should never rely on or make health or well-being decisions purely on use of the Platform. Never avoid or delay obtaining medical advice from your doctor or other qualified healthcare therapist, or by traditional face-to-face appointment, as a result of information or information you received through the Platform.

8.5 You accept and agree that Spill provides an electronic Platform which acts simply as an introducing mechanism allowing users to interact directly with Counsellors. Counsellors are not employed by Spill and are independent third party contractors or consultants. Spill itself is not a party to any services provided by Counsellors to users or any legal relationship created between you and a Counsellor as a result of your use of the Spill Platform.

8.6 DO NOT USE THIS SERVICE FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, CALL THE EMERGENCY SERVICES IMMEDIATELY.



8.7 IF YOU ARE THINKING ABOUT SUICIDE OR IF YOU ARE CONSIDERING TAKING ACTIONS THAT MAY CAUSE HARM TO YOU OR TO OTHERS OR IF YOU FEEL THAT YOU OR ANY OTHER PERSON MAY BE IN ANY DANGER OR IF YOU HAVE ANY MEDICAL EMERGENCY, YOU MUST IMMEDIATELY CALL THE EMERGENCY SERVICES AND NOTIFY THE RELEVANT AUTHORITIES.

9. Limitation of Liability

9.1 There are certain responsibilities that, by law, we aren't allowed to exclude, including our legal responsibility for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, and we acknowledge those responsibilities.

9.2 However, apart from the legal responsibilities mentioned in 9.1, we shall not be legally liable to users for any loss (both immediate and indirect) or damage suffered by a user. This is a general exclusion, which includes the exclusions set out in 8.2.

9.3 All legal obligations which may be implied or incorporated into the Terms by law or regulation are expressly excluded to the extent permitted by law. We have tried to make these Terms sufficiently comprehensive and clear and we don't wish any other terms to be implied.

9.5 In the event that any limitation or exclusion of liability in the Terms is not enforceable, then we shall not be liable to you for more than £100 in aggregate in respect of all matters arising out of your use of the Spill Platform.

10. Third party websites

10.1 Our Platform may include links to other websites owned and operated by third parties. We have no responsibility for the content of such third party websites.

10.2 We have no control over third party websites and their contents, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

11. General Terms

11.1 If any of the Terms are held to be illegal or unenforceable, those (but only those) provisions shall be deemed to be deleted and the rest of the Terms shall remain in full force and effect.

11.2 The Terms constitute the entire agreement and replace any previous agreement or understanding (in whatever form) between us in respect of the matters contained or referred to in the Terms. You agree that you have not relied on and have no legal remedy in respect of, any statements (however communicated) which are not replicated or are inconsistent with the Terms.



11.3 We have the right at all times to edit, refuse to post, or to remove from the Spill Platform any Content.

11.4 You may not assign, transfer or subcontract any of your rights under the Terms without our prior written consent. We may assign, transfer or sub-contract all or any of our rights at any time without consent.

11.5 A person who is not a party to the Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision in the Terms.

11.6 No waiver by either of us shall be effective unless in writing, and no waiver shall constitute a continuing waiver so as to prevent us or you from acting upon any continuing or subsequent breach or default.

11.8 The Terms shall be subject to the laws of England and the parties submit to the exclusive jurisdiction of the English courts.