

Terms of Use and End User License Agreement - Therapist

These Terms of Use and End User License Agreement set forth the terms and conditions for your use of the SensoryTreat mobile Application (hereinafter: the "Application"), the SensoryTreat website located at www.sensorytreat.com or www.sensorytreat.pro (hereinafter: the "Website"), the SensoryTreat therapist cloud based Web Application (hereinafter the "Web App") which is linked from the Website, any printed products offered on the Website or Web App (hereinafter "Printed Products", and the services offered therein (all shall be referred to collectively as "the Service"), and constitute an agreement between the Web App user (hereinafter: "You" or the "User") and the Service offered by SensoryTreat Ltd. ("the Company"), which operates the Application, Web App, and Website, in connection with the use of the Application, Web App and Website. For the sake of convenience, these Terms of Use and End User License Agreement are drafted in the masculine gender only, but refer equally to men and women.

By using the Service you agree to be bound by these Terms of Use and the Privacy Policy of the Service. These Terms of Use apply mainly to the Therapist's use of the SensoryTreat Service. Separate Terms of Use govern the child's caregiver's use of the Service and are available on the Website and the Application. Both documents should be read together as one binding agreement binding all users of the Service.

Description of the Service

The Service is intended for use by parents to young children who suffer from sensory or other problems, and who have been advised by a Therapist to perform certain recommended activities beyond the setting of the clinic.

The Web App is intended for use by Therapists in connection with the treatment of his clients who are users of the Application or Printed Products (hereinafter: "Clients"). The Therapist can define and/or edit his Client's therapy program and allocate it to the Client's User name in the Application. Once the Therapist's user and the Client's user are associated, the Therapist may review the child's achievement and tasks beyond the clinic, monitor the child's activities and the caregiver's observations thereon, analyze them and communicate with the client through the Service or during sessions based on the Service. The Therapist may use the Service to set, edit, manage and monitor the therapy targets.

A clinic or medical institute can also register to the Service or purchase subscriptions for Therapists working in such clinic so that they can later allocate them to their Clients.

The Service is intended to assist in performing the therapy program beyond the clinic in several respects. First and foremost, it is intended to serve as a reminder to perform various activities in pre-defined times. In addition, it consists of various illustrations and explanations which are intended to assist in performing various activities. Furthermore, it is intended to assist the Client in creating a record for the activities performed and the child's feedback associated therewith, so that he shall be able to view, follow and analyze such records at a later stage. Further, the Client's caregiver may share the information with the Therapist so that the Therapist can monitor the performance of the Therapy by his Client.

The Service consists of various categories of activities. However, it enables the Therapist and/or Client to add additional activities, including videos or images, at his own discretion. Therapist may share portions or all of his additions with other Clients at his sole discretion and liability.

You can register a new Client to the Service by filling the child's personal details, including photo. You may also register the child's caregiver to the Service through the Web App by filling in his email address, cellular phone (up to 2 numbers for one child) and other fields, and providing him an activation code, if he did not receive one via text message to his phone. Do not send the activation code by e-mail. You may provide it to the caregiver in person or send it via messaging service that is based on phone number. A Therapist may also be associated to an existing Client account subject to the Client's consent.

Intellectual Property and License to the User

The Application, the Website, the Web App and the Printed Products (including their content, design and code, the illustrations appearing therein, etc.) are protected under copyright law and are the sole property of the Company. The Company hereby grants you a personal non-exclusive license to use the Application, the Web App, the Website, the Printed Products and the Service offered therein under these Terms of Use. In addition, the Company is the sole owner of the name, logo and any other identifying feature of the Application, Web App, the Website and the Printed Products.

It is hereby clarified that any content that You upload on the Web App or the Service in which you may retain certain intellectual property rights (such as the clinic logo and name or your intervention content) remains your sole property. Nonetheless, by uploading it on the Portal you grant the Company and any users of the Application a non-exclusive irrevocable free license to use such content under the terms of the applicable policies and Terms of Use of the Application and the Web App.

Subscription to the Service and Payment Terms

Caregivers may use the Service either on a free trial basis, or as paid subscribers.

At first, use of the service is free for a period of time advised to the user upon registering to the Service. Then, during or after the free trial is over, the Clients need to purchase a subscription. The subscription may be purchased by the Clients themselves (i.e. the child's caregiver). Alternatively, a Therapist may purchase "bulk" subscriptions, and allocate credits of use to his Clients, at his choice. The balance of the Therapist's account may be filled in by his payment or through a third party allocating him additional credits.

In the course of making a purchase within the Service, the User, Client or any third party purchasing for the User, is required to pay by credit card or other form as may be asked by the applicable payment processing platform. The payment is effected through a credit card processing system secured by the standards of data security as used by the applicable payment processing vendor (such as PayPal). For the purpose of credit card processing, the Company shall use the assistance of third parties payment processing companies, whereby the credit card processing is effected in accordance with their applicable policies. For the avoidance of doubt, the Company does not save credit card details and cannot reproduce them.

Once purchased, the credits can be used for a monthly period. A credit is considered used from the start of its applicable monthly period. In case a Client ceases to use the services of the Therapist, any unused credits which were allocated to him by the Therapist shall be returned to the Therapist's account. Alternatively, the Therapist may also redeem credits unused by his Clients manually back to his balance.

Therapists' Registration to the Service

Upon logging in to the Service for the first time, the Therapist should identify himself by name, email, password he may choose to add additional info such as Your photo and license number. The Therapist or his clinic administrator may also upload logos and applicable details of the clinic, so that they, together with Your name and photo, appear on communication sent to Clients within the Service. Then, the Therapist may create a card for a child and setup a user account for his main caregiver, or in case the caregiver user already exists, the Service shall send a message to the Client requesting him (and his existing therapy program) to be added as the Therapist's Client. In case the Client does not yet exist in the Service, the Therapist defines the Client's details and therapy program - including the caregiver and child's names, treatment objectives and revisit frequency for Clients' scoring of such objectives. Finally the Therapist decides on subscription management mode.

Use of the Service

You hereby undertake to use the Service in accordance with any applicable law, including intellectual property laws and privacy laws.

It is the Therapist's sole responsibility to maintain strict differentiation between different Clients associates with him in the Services, in order to adequately maintain their privacy and his professional responsibilities to maintain such privacy. Without derogating from the generality of this statement, the Therapist acknowledges that in case during a meeting with his Client (child and/or his caregiver) he wishes to discuss with him certain details relating to the Services and show them on the computer/mobile device screen, he should first remove from the screen any details or cards (including names, pictures, etc.) of other Clients.

In addition, the Therapist may export client data to PDF or other files. The Therapist acknowledges that the export of such data should be done securely and safely, and to maintain the adequate privacy of his client.

We may send notifications to Therapists via email, text messages and alerts within the Web App, alerting them of certain actions or lack thereof by any of their Clients, or to remind or recommend certain such activity. It is hereby clarified that such notifications are not serving as medical advice in any manner, and it is the sole and exclusive discretion and liability of the Therapist to decide about the Client's therapy program and activity, and the adoption or non-adoption of such notifications.

Therapists may use the Web App to communicate with their clients through their services for various purposes relating to the Therapy and its monitoring through the Service.

The Therapist also acknowledges that his access to a Client's data may be blocked for various reasons, for instance if the client requested so, moved to another Therapist or has become inactive on the Service.

You are not entitled to copy the Application, Web App, Website and Printed Products and/or its proprietary contents. In addition, You are not entitled to use automatic means (such as "robots" or "spiders" and the like) in order to copy the contents of the Application, Web App or Website, unless this action is done for the sole purpose of presenting information openly displayed to all users of the Application and the Website in the results of a general search engine (such as "Google").

Information Security safeguards

Although Company uses the secured platform of Heroku (<https://www.heroku.com/policy/security>), the end user is responsible to secure his PC's and physical environment. Therefore and in order to keep access to data safe, we recommend You to implement the following information security requirements as demanded by HIPPA and European Union privacy legislation and by Company's security policy:

1. Do not leave your password unattended and do not give it to unauthorized person.
2. Set a screen saver after at least 20 minutes of inactivity in your PC or mobile device.
3. Install an antivirus or end point security client.
4. Do not surf into pornographic, gambling, file sharing or other inappropriate content websites from the PC or mobile device from which you use the Service for.

Therapists' Listings within the Service

The Application, Web App and/or the Website may enable users to find a Therapist in their area. In case the User chooses so, he shall be presented with a list of Therapists in his country and their contact details. The potential Client may approach such Therapists at his own risk.

It is hereby clarified that the Company does not check the reliability of such Therapists and does not even assure the accuracy of their details, license or certification, and that the inclusion of a Therapist in this list shall not be regarded as an implied recommendation or endorsement of the Therapist's services or professional level. The Therapists appearing in these lists are added to the lists upon requesting so from the Company

A potential Client who chooses a Therapist through the Application is encouraged to search for additional information, recommendations and reviews about the Therapist from other sources to ensure his/her credibility and professional level. In any event, any interaction between the Client (or his family member) and such Therapist found through the Application, Website or Web App is at the sole risk of the Client and/or the Therapist, and the Company shall not be regarded as being involved in any manner (including in a contractual manner) in such interaction, and shall not bear any liability with respect thereto.

Therapists who wish to be listed on the Therapists' list within the Service may approach us to add them to the list. Again, we do not conduct any checks or screening before adding them to the list. By requesting to be added to the list, the Therapists represents and warrants that he is licensed by any applicable laws to provide the Therapy services, and shall provide them in accordance with any applicable laws and regulations, and in accordance with the Terms of Use of the Service.

A Therapist is responsible to inform Company of termination of engagement between a Client using the Application and the Therapist.

Terms of cancellation and terminating a User's access to the Service

A Therapist who wishes to disconnect should inform us by email to info@sensorytreat.com. We will block his access to the Web App, and the access to Clients data.

The Company shall be entitled to block access of a User or Client at any time, in case it believes, in its sole discretion, that the User or Client has violated the terms of this Agreement or has acted on the Service in violation of any applicable laws. Without derogating from the generality of this statement, in case anyone complains to us that someone who is listed in the Therapists list within the Application is not actually a licensed Therapists or is otherwise violating the Service Terms of Use, we shall approach the Therapist in this regard before terminating his account and shall provide the Therapist with the opportunity to present his explanation (including applicable updated Therapist's credentials). Then, we shall decide, upon our sole discretion, whether to terminate the Therapist's account within the Service.

The terms of cancellation of a purchase of the paid version or credits of the Service shall be in accordance with the details appearing during the purchase process. This is subject to the provisions of any applicable laws (including consumer protection laws) at the relevant time in connection with the rights of the consumer to cancel a purchase, and the applicable payment processor policies.

In any case in which refund is requested, the refund shall be affected after deducting 5% charge and payment service provider fees.

When a registered Therapists is approved a refund, the credits allocated to his associated Clients within the Service shall be used until the end of the month in which refund is requested (or until the end of the following month, if refund is requested after the 25th day of the month), and the refund shall cover the remaining unused credits.

Changes in the Service

The Company shall be entitled to make changes in the Website, Web App or Application according to its sole discretion and without the need to notify you in advance. As long as these changes are unacceptable by you, you may cease using the Service, and stop using the Service as you deem fit. In any event, as long as the changes do not render the Application, Web App and the Website illegal, they shall not entitle you to any kind of compensation or refund from the Company.

Privacy Policy

This Agreement includes the Service's Privacy Policy, as appearing on the website www.sensorytreat.com or www.sensorytreat.pro. You are hereby requested to review the Privacy Policy which is incorporated herein by reference as part of the Agreement governing your use of the Website, Web App and the Application.

Limitation of liability for contents of the Application and the Website

The Web App, Application and the Website are provided "as is" without any warranty to their contents or their suitability to the User. Without limiting the generality of this statement, the user hereby acknowledges that the Application, Web App and Website do not constitute medical advice and are not intended to replace medical advice or advice by a professional Therapists or physician. Use of the Service is at the User's and Client's own risk, and the Therapists shall bear sole responsibility for the advice given to his Clients.

Also, the Service may consist of certain informational data, articles or links to other websites regarding various medical conditions or syndromes associated with the Service's purpose. These contents shall usually be quoting the source from which they have been taken. While the company takes best efforts to place quality contents, it cannot check the exact reliability of these contents, and the User and Client shall not rely on them without consulting a professional.

The Service may consist of certain tips for successful home program / therapy. These contents are based on Company's experience sharing and do not constitute medical or other form of professional advice. Company is not liable in any event User or Client is acting upon his interpretation of such tips.

Printed material accompanying the Service

The Company may market accessories, such as cards, handbook or other printed material consisting of illustrations showing some or all of the activities shown within the Application. These Terms of Use shall apply to such accessories *mutatis mutandis* (i.e. as applicable with the necessary changes). Without derogating from the generality of this statement, all the limitation of liability provisions contained herein shall apply on the Company's liability in connection with the use of these accessories as well.

Third party offerings

The Application, Website and Web App may consist of some advertisements or other promotional offerings by third parties. These offers or advertisements shall be displayed or provided by the applicable partners/advertisers, who are not related to the Company. Any dealings or purchases You or Clients make with such third parties is at your / their own risk. The Company shall not be liable for anything related with such third party advertisements/offerings and/or their products and services.

Intellectual property complaints

In case you believe that a certain part of the Service violates your rights (including copyright or other intellectual property rights) you are welcome to contact us in this regard at info@sensorytreat.com and provide all pertinent information regarding your complaint. We will do our best to look into the matter and attend to you enquiry promptly.

Indemnification

You agree to indemnify, defend and hold harmless the Company, its affiliates, officers, employees, consultants and agents, and their successors, from and against any and all liability, damages, or costs (including attorney fees) arising out of or in connection with your use of the Service in breach of these Terms of Use.

Force Majeure

Any delay or block of access to the Service due to force majeure, such as war, strike, fire, electrical blackout, app-store, hosting provider, communication network, weather, etc. shall not be deemed as breach of this Agreement by the Company and shall not entitle you to damages.

Miscellaneous

If any provision in this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be enforced to the maximum extent permissible, and the remainder of the Agreement shall remain in full force and effect. This Agreement (including the Privacy Policy incorporated therein) constitutes the entire agreement between you and the Company in connection with the Service. The Company may occasionally change the Terms of Use and the changes shall be published on the Website. In case of material changes, they shall be announced on the Website. Unless otherwise stated elsewhere in this Agreement, this Agreement cannot be amended or modified unless in a writing instrument executed by an executive of the Company. You may not assign your rights and obligations hereunder without the Company's consent. The Company may transfer, assign, sublicense or pledge in any manner whatsoever, any of its rights and obligations under this Agreement to any third party whatsoever, without notice and without the need to receive your consent, in connection with the sale or transfer of substantially all of its assets.

These Terms of Use cover the Therapist's use of the Service. You are encouraged to review the Terms of Use covering the Client's use of the Application, the relevant portions of which are obviously binding on you as well as part of this Agreement.

Governing law and jurisdiction

This Agreement shall be governed by Israeli law. The applicable courts in Tel Aviv, Israel shall have the exclusive jurisdiction over any dispute concerning this Agreement, its enforcement and interpretation and no other court shall have jurisdiction over it.

Contact us

If you have any questions relating to this Agreement or need support of any kind in relation to the Application or Website, you are welcome to contact us with any query at info@sensorytreat.com. We will do our best to respond to you promptly.

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