

Terms of Use

Welcome to OpenUp. These terms of use apply when using the OpenUp services and visiting the OpenUp website. When you book a consultation with us online or create an account, we will ask you to agree to our terms of use. Please read these carefully because they apply when you use our services.

1. Definitions

In these terms of use, the following terms are capitalised and assigned the following meanings, whether used in the singular or plural:

Account: the User's personal profile that the User must create in order to use My OpenUp;

Agreement: the agreement between the User and OpenUp related to the use of Services, which is established when the User creates an Account or books a 1:1 Consultation;

Check-in: the check-in that Users can do in My OpenUp to gain insight into their mental well-being;

Expert: Psychologists, Well-being Experts or other specialists;

Intellectual Property Rights: all intellectual property rights, such as copyrights, trademark rights, patent rights, trade name rights, database rights, and neighbouring rights, as well as related rights, such as rights regarding expertise and domain names;

My OpenUp: OpenUp's online environment where Users can book 1:1 Consultations and OpenUp Spaces, do Check-in and find content related to mental well-being;

OpenUp: (i) OpenUp B.V., located at Nieuwe Herengracht 47, 1011 RN, Amsterdam, Netherlands, registered with the Dutch Chamber of Commerce under the number 77340159 and (ii) OpenUp Medical B.V., located at Nieuwe Herengracht 47, 1011 RN, Amsterdam, Netherlands, registered with the Dutch Chamber of Commerce under the number 86521608;

OpenUp Spaces: interactive video consultations led by an Expert that several Users can take part in, such as master classes, webinars and/or mindfulness consultations;

Privacy Policy: the OpenUp privacy policy that is available on the Website at openup.com/privacy-statement;

Psychologist: the psychologist employed and/or engaged by OpenUp for the benefit of Users during 1:1 Consultations and/or OpenUp Spaces;

Self-Guided Care: the Check-in and courses, content and master classes about mental well-being;

Services: the (i) services that OpenUp performs for Users, including but not limited to access to OpenUp Spaces, offering and providing 1:1 Consultations, access to My OpenUp, Check-ins, chat contact, and access to the Website and (ii) services of OpenUp Medical;

Services of OpenUp Medical: the services that OpenUp Medical performs for Users, including but not limited to offering and providing 1:1 Consultations with Wellbeing Experts, providing chat contact, check-ups and access to the Website;

Terms of Use: These terms of use for OpenUp that you can download at openup.com/terms-and-conditions;

User: The natural person who enters into an Agreement with OpenUp, regarding the use of Services;

Visitor: Anyone who visits the Website, regardless of whether this person is a User or not;

Website: the OpenUp websites, including but not limited to www.openup.nl, www.openup.com, www.openup.de, www.openup.fr, www.openup.be, www.openup.es, www.openupmedical.nl and www.openupmedical.com;

Wellbeing Expert: The wellbeing expert employed and/or engaged by OpenUp, for the benefit of Users during a 1:1 Consultation;

1:1 Consultation: Online (video) consultation with a Psychologist or Wellbeing Expert.

2. Applicability

- 2.1. The Terms of Use apply to the Agreement, Service, Website and/or use of these by a User and/or Visitor.
- 2.2. OpenUp explicitly rejects the applicability of any of the User's and/or Visitor's terms of use, purchase conditions and/or (general) terms and conditions.

3. OpenUp is a mental well-being platform, not a healthcare provider

- 3.1. OpenUp is a mental well-being platform, not a healthcare provider. OpenUp does not offer services related to medical or psychotherapy treatment and is not a substitute for these either. The Service can be used as a supplement to such therapies, but is not a replacement for these. If you meet the criteria for a mental well-being condition like depression or an anxiety disorder, we recommend that you discuss with your own therapist whether OpenUp would be a useful supplement.

- 3.2. OpenUp Medical (this name will soon be changed to OpenUp360) is a lifestyle advice platform, not a healthcare provider. OpenUp Medical does not offer services related to acute healthcare and does not aim to replace the role of general practitioners. OpenUp Medical specialises in lifestyle advice with a focus on nutrition, movement, breathing and sleep.
- 3.3. Important note: if you are having suicidal thoughts or have tangible plans to end your own life, the OpenUp and/or OpenUp Medical Services are not suitable for you. If thoughts like this arise while you are using our Services, please immediately consult with a doctor or psychotherapist, or immediately phone the emergency services. Call:
The Netherlands: 113
Germany: 0800 111 0 111
Belgium: 1813 (Dutch), 0800 32 123 (French) or 32 (0) 2 648 40 14 (English)
France: 01 45 39 40 00
Spain: 914 590 050 / 914 590 055
Austria: 142
Switzerland: 143
United Kingdom: 999 (in an emergency) or 111 (urgent assistance)

4. Services

A. My OpenUp and Account; registration requirements

- 4.1. Users can sign up for an Account at my.openup.com. To do this, Users must be at least 16 years old. When setting up an Account, Users must provide at least an email address, first name and employer. Depending on the Service User wants to use, this could extend to include surname, telephone number and year of birth. Users can log in with a work/private email address and password or with single sign on (only for Google and Apple). For additional security, OpenUp offers Users the option to enable two-factor authentication (2FA) with text message as an authentication method.
- 4.2. After registering, the User has access to My OpenUp. My OpenUp contains information about OpenUp Spaces, an overview of completed and scheduled 1:1 Consultations, the notes from 1:1 Consultations, the results of Check-ins and content about various topics in the fields of mental well-being and lifestyle.

B. OpenUp Spaces

- 4.3. OpenUp Spaces are interactive group sessions led by an Expert that several OpenUp Users can take part in and where various topics related to mental well-being are discussed. Users can choose from master classes, group sessions (maximum 30 Users) and mindfulness consultations (maximum 100 Users). My OpenUp includes an overview of topics that are covered during OpenUp Spaces.
- 4.4. Users can sign up for OpenUp Spaces through My OpenUp. For this, Users have to provide a first name or an alias. The number of participants is limited; registrations are processed on a "first come, first served" basis.

C. 1:1 Consultation

- 4.5. During a 1:1 Consultation, Users are led by a Psychologist with the goal of improving resilience and mental well-being and/or practicing mindfulness. The Psychologist has (at least) a master's degree in Psychology and has experience guiding Users. 1:1 Consultations are offered in various languages. During a 1:1 Consultation, Users might talk about both personal and professional topics, depending on what they need.
- 4.6. Users can also book a 1:1 Consultation with a Wellbeing Expert. These are (general) physicians and dietitians that specialise in lifestyle. During these 1:1 Consultations, there is a focus on lifestyle advice.
- 4.7. Users can book a 1:1 Consultation online in My OpenUp or through the booking button on www.openup.com. There, Users can select a regular 1:1 Consultation or a mindfulness 1:1 Consultation. Users can choose the time they want. A 1:1 Consultation lasts 25 minutes. Notes from the 1:1 Consultation will be available in My OpenUp after 24 hours.
- 4.8. Users can cancel booked 1:1 Consultations or reschedule them in My OpenUp. OpenUp requests that Users do this no later than 24 hours before the start of their 1:1 Consultation.
- 4.9. If the Psychologist or Wellbeing Expert concludes that another treatment method is better for the User (for example because the nature and severity of the symptoms seem sufficient for a diagnosis), the Psychologist and/or Wellbeing Expert may choose to end the 1:1 Consultations. The Psychologist and/or Wellbeing Expert will explain to the User why they chose to do this. In this case, any prepaid 1:1 Consultations will be refunded (see article 5.1 (Costs) of these Terms of Use for more information about costs).

D. Self-Guided Care

- 4.10. Users can do Check-ins through My OpenUp to gain insight into their mental well-being. The Check-in consists of a list of questions, divided into eight parts, that relate to mental well-being. Users receive tangible tips and follow-up actions, based on the User's personal situation. Users can repeat the Check-in regularly to get a good overview of how their well-being changes over time.
- 4.11. Users have access to courses, content and master classes about mental well-being through the Website.

5. Costs

- 5.1. If the User's employer has a service agreement with OpenUp, the User can book unlimited 1:1 Consultations at no cost to the User.
- 5.2. If the User's employer does not have a service agreement with OpenUp, it is still possible to use the Services. In this case, the User can purchase a bundle of three 1:1 Consultations. The bundle is personal, and the User is not entitled to transfer and/or sell it to third parties. Users can ask the Psychologist or Wellbeing Expert about the costs associated with the bundle.

6. Availability

- 6.1. OpenUp aims to assist Users within 24 hours. OpenUp offers accessible, personalised support through Psychologists and Wellbeing Experts via chat, telephone or videos on anything related to mental well-being and/or lifestyle.
- 6.2. OpenUp makes every effort to keep its Services and Website running smoothly and available at all times. However, from a technical standpoint, it isn't possible to guarantee full and uninterrupted availability at all times, which means that OpenUp cannot guarantee flawless operation or specific availability. For example, this applies during scheduled or urgent maintenance work and periods of unavailability caused by circumstances outside of OpenUp's control, including force majeure. This also applies to periods of unavailability caused by the User.

7. Rules of conduct for using Services and visiting the Website

- 7.1. Users and/or Visitors are only allowed to use the Services and/or Website for private purposes. Any commercial or corporate use is forbidden.
- 7.2. Users are not allowed to abuse the Services. Abuse includes but is not limited to the following:
 - Displaying aggressive behaviour towards a Psychologist and/or Wellbeing Expert
 - Deliberately supplying false information when creating an Account, during a 1:1 Consultation and/or during OpenUp Spaces
 - Repeatedly not turning up for 1:1 Consultations and/or OpenUp Spaces
 - Booking 1:1 Consultations for topics that fall outside the scope of services provided by OpenUp and/or OpenUp Medical.
- 7.3. Users are required to keep the login information for their Account secret and not to share this with third parties. OpenUp assumes that the User is actually the person who is logging in with the username and password and using the email address provided by the User. Transferring the ability to use your Account and/or Services to a third party is prohibited.
- 7.4. Users must ensure that all information provided during 1:1 Consultations and otherwise is (and remains) complete, current, true and accurate. OpenUp is not liable for any damages that arise as a result of OpenUp using incorrect and/or incomplete information provided by the User.

8. Information and advice

The information and advice that Users and/or Visitors receive when using the Service and/or visiting the Website is always provided on a no-obligation basis. Users and/or Visitors may use this information and advice at their own risk. OpenUp is not responsible and/or liable for any actions undertaken or not undertaken by the User and/or Visitor as a result of using the Service and/or visiting the Website. It is up to the User and/or Visitor to decide what they want to

do with the information provided. OpenUp cannot guarantee a particular outcome when using the Services provided and/or that the User and/or Visitor will achieve their goals.

9. Liability

- 9.1. OpenUp is not liable for any damage and/or personal injury that results from using the Services and/or visiting the Website, unless the damage and/or injury is the direct result of wilful misconduct or gross negligence on the part of OpenUp.
- 9.2. In no event shall OpenUp be obliged to pay an amount of damages higher than the amount that is paid out under OpenUp's professional liability insurance in the respective case, increased by the amount of the deductible that is not covered by the insurer according to the terms and conditions of this professional liability insurance.
- 9.3. If for any reason, no payment can be made under the above-mentioned professional liability insurance, the amount of damages will be limited to compensation for direct damage at a maximum of €1,000.00 (one thousand euros) per damaging event (a series of consecutive events will be classed as one event).

10. Termination

- 10.1. The Agreement is entered into for the duration of the service agreement that OpenUp entered into with the User's employer. The Agreement ends automatically upon termination of the service agreement between OpenUp and the User's employer. If it is necessary in order to properly complete the Service, the Agreement may be extended with the consent of OpenUp and the User.
- 10.2. If OpenUp does not have a service agreement with the User's employer, the Agreement is entered into for an indefinite period of time.
- 10.3. Users can terminate the Agreement and use of the Service at any time, without giving a reason, and have their Account deleted, along with any stored data. All they need to do is send an email to privacy@openup.com.
- 10.4. OpenUp may terminate the Agreement and the User's use of the Service with immediate effect, for serious reasons, including but not limited to situations where the User acts in violation of article 7 (Rules of Conduct for Using Services and Visiting the Website) or other articles of these Terms of Use.
- 10.5. Should the Agreement be terminated, OpenUp will not be liable to pay compensation to the User or refund any fees already received, unless the termination is due to OpenUp's failure to fulfil the Agreement, taking into account article 9 (Liability) of these Terms of Use.
- 10.6. All provisions of the Terms of Use that are intended to remain in force after termination of the Agreement, including but not limited to provisions relating to Confidentiality and Intellectual Property Rights, shall remain in full force and effect after termination of the Agreement.

11. Force majeure

- 11.1. In the case of force majeure, any breaches of the Agreement will not be attributed to OpenUp. Force majeure include illness and/or absence of employees or hired third parties that are essential for providing Services, power failures, strikes, riots, fires, natural disasters, floods, failures of OpenUp suppliers, failures of third parties hired by OpenUp, failures of (other) Users, internet connection failures, hardware failures, disruptions to (telecommunication) networks, epidemics, pandemics, government measures and all other external factors that OpenUp cannot influence.
- 11.2. If the force majeure lasts at least thirty (30) days, both OpenUp and the User have the right to terminate the Agreement with immediate effect, without refunding any fees already received.

12. Third parties

- 12.1. OpenUp may transfer its rights and obligations under the Agreement to third parties. Users will have given their consent for this to happen. Users may not transfer their rights and obligations under the Agreement to third parties.
- 12.2. OpenUp is permitted to engage third parties to carry out the Agreement and/or Service or parts of these.

13. Personal data

- 13.1. When registering an Account and using the Service, personal data will be processed. This personal data will be processed in accordance with applicable laws and regulations, including the General Data Protection Regulation and the Privacy Policy.
- 13.2. When delivering its Services, OpenUp uses external service providers, which may also involve the processing of personal data. For more information about transferring personal data to third parties, please see our Privacy Policy.

14. Confidentiality

Information that Users share with a Psychologist and/or Wellbeing Expert is kept confidential at all times and OpenUp does not share information that can be traced back to a User with their employer. OpenUp applies an internal code of conduct, which includes rules relating to confidentiality and privacy. The Psychologists and Wellbeing Experts have committed themselves to this code of conduct and this means that they are sworn to secrecy, both during the course of the Agreement and following its termination.

15. Intellectual property

All Intellectual Property Rights related to the Website, the Service and the Agreement are held by OpenUp. Users and/or Visitors are not permitted to publish this directly or indirectly and/or to reproduce it or use it in any other way or to send it as an attachment, unless OpenUp has granted written permission in advance.

16. Complaints

- 16.1. In the event of a complaint, Users can initially discuss this with the relevant Psychologist and/or Wellbeing Expert.
- 16.2. If discussing the complaint with the Psychologist and/or Wellbeing Expert is not possible for the User and/or the User does not feel comfortable doing this, the User can contact OpenUp via complaints@openup.com.

17. Final provisions

- 17.1. OpenUp may choose to change and/or add to these Terms of Use at any time. The most up-to-date Terms of Use can be found on the Website. If the User does not agree with the modified and/or additional Terms of Use, the User cannot make use of the Services.
- 17.2. If any article in these Terms of Use should be null and void, the other Terms of Use will remain in force. OpenUp will then make an adjustment to the null and void passage, so that it aligns as closely as possible with the intentions OpenUp has for these Terms of Use.
- 17.3. The Terms of Use have been written in English. The translation of these Terms of Use is intended for informational purposes only. Should there be any difference in content, meaning or interpretation, the English version takes precedence.
- 17.4. The Website, the Service, the Agreement, the Terms of Use and any disputes arising from them, will be governed exclusively by Dutch law.
- 17.5. The statutory provisions regarding the limitation of the choice of law and the applicability of mandatory provisions, particularly from the state where the User has their residence as a consumer, remain unaffected.
- 17.6. All disputes relating to the Website, the Service, the Agreement and the Terms of Use shall be brought before the competent court in Amsterdam, the Netherlands.