# Användarvillkor

GoMentor Danmark ApS ("GoMentor") WEBSITE TERMS OF USE ("Terms") IMPORTANT LEGAL NOTICE.

## 1. INTRODUCTION

- 1.1. These Website Terms of Use (hereinafter called "Terms") applies to the entire contents of the websites under the domain name GoMentor (Website) and any usage, service or correspondence facilitated or introduced through the Website. Please read these terms and other guidelines on the Website carefully before using this Website. If Users ("User") do not agree to be bound by these terms, please do not use this Website/enter this Website.
- 1.2. GoMentor Danmark ApS (hereinafter called "GoMentor") is a company registered in Denmark with registered company number DK34877289, whose registered office is at Vesterbrogade 149, DK-1620 Copenhagen V.
- 1.3. GoMentor provides "Users" an overview of relevant options within personal development and mental health, and introduces Users to both online and face2face therapy, counseling, mentoring and coaching services. GoMentor provides a secure interface for Users to find, contact and communicate with Mentors through the Website and phone calls. In these Terms 'Mentor' means psychiatrists, psychologists, psychotherapists, coaches, life coaches, licensed clinical workers, mental health counselors, mentors and other mental health professionals working with personal development.
- 1.4. When Users call a Mentor who is not able to answer the phone; your call can be forwarded to GoMentor Customer Service. When Users makes a booking request, requests a call back or emails a Mentor within Website, the communication will normally continue between these parties without monitoring or interference by GoMentor Customer Service. In order to secure good service for the Users it is however always possible for GoMentor to monitor the content of mails, call back requests or booking requests, when the Mentors do not answers fast enough. GoMentor Customer Service handles all contact through the Website Chat. When employees and GoMentor collect information through the initiated contact between User and Mentor or the Website Chat, this information is handled through a data processor agreement between GoMentor (data processor) and Mentor (data responsible)
- 1.5. All GoMentor Customer Service employees are bound by confidentiality and will handle the given information with the outmost care considering the possible sensitive character of the provided information.
- 1.6. GoMentor is committed to use safe and secure technology to provide the Users with a good and satisfactory interface for confidential communication with Mentors and GoMentor. GoMentor uses

SSL encryption for security.

- 1.7. For online video sessions GoMentor uses WebRTC combined with Tokbox, which is a secure and confidential platform unlike commercial platforms (Skype, FaceTime etc. where the Users shall accept that the video provider can use any information in a commercial context). The video platform is free of cookies and is even not implemented with Google Analytics in the web interface.
- 1.8. Please note that GoMentor besides being a technology provider also is a provider of therapy, counselling, life coaching, coaching, mentoring or other professional services.
- 1.9. Access to some areas of the Website, taking advice or submitting information may be restricted to Users (a) if Users are a minor without verified consent from your parents or guardians; or (b) your location is in a country or state where the laws prohibit usage or participation; or (c) the location of the User is in a country or state where the laws prohibit trading with companies domiciled in the Kingdom of Denmark or its people. By accessing such areas of the Website Users warrant to GoMentor that Users (a) are an adult (a person who has attained the age of majority and is therefore regarded as independent, self-sufficient, and responsible and able to engage in a contract and to be legally bound by it); and (b) have the legal right to initiate the usage of the material in restricted area; and (c) will not, in any way, enable, permit, facilitate or introduce any minors or other person(s) to use the area who is restricted from doing so.
- 1.10. By accessing any part of this Website, Users indicate that Users accept these Terms. If Users do not accept these Terms of Use, Users must leave this Website immediately.
- 1.11. Users are responsible for making all arrangements necessary for Users to have access to the Website. Users are also responsible for ensuring that all persons who access the Website through an Internet connection or use your account are aware of these Terms and that they comply with them.
- 1.12. GoMentor may revise these Terms at any time by updating this posting. Users should check this Website regularly to review the current Terms, because the at all-time current Terms are binding on Users.

# 2. CONTENT AND ARTICLES

- 2.1. The Content on the Website is provided for general information purposes only and is intended to be complimentary but not in any way to be a substitute for professional advice or treatment. Nor should the content be relied upon for the diagnosis or treatment of a mental or medical condition. If Users seek such advice or treatment Users should consult a licensed practitioner or a doctor. Individuals with urgent medical problems should immediately seek medical advice and/or treatment from a general practitioner or doctor.
- 2.2. If Users are considering or contemplating suicide or feel that Users may be a danger to themself or

others, please immediately call national emergency telephone number, notify the police or contact the emergency medical services.

- 2.3. Opinions expressed on the Website are solely the opinions of the Mentors or other authors of such material posted or appearing on the Website. GoMentor does not endorse any information, material, or opinion that may be posted on the Website.
- 2.4. Reliance on any information on the Website is solely at your own risk and GoMentor does not assume any liability or responsibility for damages or injury to persons or property arising from the use of any information or material of any nature provided on the Website.

#### 3. THERAPISTS AND INTERACTIVE AREAS

- 3.1. GoMentor provides a secure interface for Users to access to online video sessions, GoMentor 24/7 and other related services.
- 3.2 In cases where there is doubt about the Mentors licensure or certification and liability insurance required to conduct their private practice within the area of expertise of the Mentor, GoMentor will require the specific Mentor to provide proof.
- 3.3. Mentors are not employees of GoMentor.
- 3.4. The User acknowledge that although the Website facilitates the introduction to online Mentors, GoMentor cannot guarantee to predict or assess a Mentor's competence and appropriateness for the need of the User. The User take full responsibility for the decision to access and interact with a Mentor through the Website and that GoMentor is solely providing an interface to access the Mentors and their services for your consideration.
- 3.5. Please note that online therapy, counselling, coaching, mentoring and life coaching services are intended to be complimentary to medical evaluation, treatment or normal consultation rather than a substitute. Not all problems or conditions are suited for online therapy and coaching. Your Mentor may therefor refer User to other practitioners or facilities if it becomes apparent that more intensive or in-person treatment may be appropriate according to the Mentor.
- 3.6 Once User have selected the preferred online Mentor from the listings and gallery User will be given the opportunity to submit the booking request for a consultation, Webinar or other session or service by selecting to proceed. Please note it is important that User check the information that the User have entered and correct any errors before User proceed because after User accept the information by proceeding the provided information cannot be corrected.
- 3.6. If at any time prior to User selecting to proceed, User decide that User do not want to proceed with an order, User shall simply close the application window.
- 3.7. On receipt of an User booking request, GoMentor will begin processing the request for a consultation, webinar, session, shop product or other service with the selected Mentor and will send User a notification by email that the booking or order has been received and User will get a confirmation when the payment has been authorized through GoMentor's payment partner ePay.

- 3.7.1 If the payment is made with partial payments by ViaBill (Denmark only), then the approval of payment can take longer time due to credit check. More information can be found here.
- 3.8. Where any payment User have made is not authorized User will be returned to the previous page on the Website and GoMentor or Mentor shall not be obligated to provide the services.
- 3.9. Please note that once User have made the request and the booking or order has been confirmed, should User cancel the booking GoMentor may still charge User a cancelation fee depending on the circumstances of the cancelation, hereunder the timing of the cancelation and the value or nature of the session(s) involved.
- 3.10. GoMentor are committed to provide the User with a secure interface for confidential communication with Mentors. However, a Mentor may be permitted or required to breach the confidentiality if the User is in such mental or emotional condition that he or she is a danger to him or herself or others. The Mentor may for instance also be under a duty to report suspected child abuse or neglect, elder abuse or dependent adult abuse. The User should consult the Mentor as to the specific limitations the Mentor is subject to in respect of the confidentiality.

#### 4. FEEDBACK FORUM RATING SYSTEM

- 4.1. GoMentor provides a feedback rating and testimonial system, which is a forum for the User to express their opinion about Mentors. User is asked to use caution, tact and good judgement when leaving feedback to regarding Mentor to ensure precision and avoid abuse of the rating system.
- 4.2. User undertake not to do anything that may devalue the referral or feedback system for User used to secure feedback, hereunder imparting negative comments for a Mentor failure to do something that is beyond the scope stipulated in the selected listing.
- 4.3. Other Users may be able to read what User have written and User may be held legally responsible for libelous remarks and damaging someone's reputation.
- 4.4. GoMentor does neither investigate the accuracy of the feedbacks nor do GoMentor censor the remarks, but GoMentor has the right to delete feedbacks, e.g. in the situations where the feedback (a) includes personal recognizable information; (b) is made by a Mentor for him or herself; (c) is made by a fictitious User, or include content that is prohibited by clause

# 5. COMPLAINTS

5.1. Customer Care is extremely important to GoMentor and therefore, in the event that Users are dissatisfied with a session facilitated through this Website, Users are able to lodge a formal complaint, Please note that any complaint shall be filed in writing by using the "Contact" page on the Website, giving full details required by GoMentor to substantiate the claim, including the date, payment method and Mentor information. If you're an EU resident you can also complain online via EU's ODR.

- 5.2. ANY COMPLAINTS SHALL BE FILED WITHIN 24 HOURS OF THE DISSATISFIED SESSION OCCURRED IN ORDER TO BE A VALID COMPLAINT IN ORDER TO GIVE GOMENTOR AND THE MENTOR THE OPPORTUNITY TO RESPOND TO THE COMPLAINT. IF A COMPLAINT IS FILED LATER THAN 24 HOURS OF THE DISSATISFIED SESSION OCCURRED THE COMPLAINT IS DEEMED AS FILED TOO LATE AND THEREBY NEITHER GOMENTOR NOR THE MENTOR IS NOT OBLIGATED TO RESPOND TO THE TOO LATE FILED COMPLAINT.
- 5.3. GoMentor will immediately investigate any timely correct filed complaints, and without undue delay notify the User of the outcome of the investigation by the preferred method of communication expressed.
- 5.4. GoMentor may in it's sole discretion chose to remove a Mentor subject to a complaint, following the completion of an investigation.

#### 6. PRICE AND PAYMENT

- 6.1. Prices will be as quoted on this Website. The quoted prices are including VAT (or similar taxes), where applicable depending on the location of the User and the location of the Mentor.
- 6.2. Users are responsible for payment in full for any session or other services rendered using the Website. If the User seek the ordered service to be paid by the insurance company, health plan or the-like of the User, the User shall solely be responsible for this. The User is in any circumstances responsible for payment in full for any GoMentor 24/7, video sessions, face2face and other related services rendered using the Website.
- 6.3. This Website contains a large number of services and it is always possible that some of the services may be incorrectly priced. If the correct price for an order is higher than the price stated on the Website GoMentor normally contact Users before the consultation in question takes place. GoMentor is under no obligation to ensure that the consultation is provided to Users at the incorrect lower price or to compensate Users in respect of incorrect pricing.
- 6.4. Payment shall be by credit or debit card or other payment methods made available by GoMentor on the Website or at physical attendance if this is agreed with Mentor.
- 6.5. Discount may apply if the User use a promotional code recognized by the Website and accepted by

GoMentor, or in cases where GoMentor offers a discount for online booking and payment, or in cases where a Mentor offers a special discount for online video sessions for one specific User.

6.6. Please note that from time to time there may be delays with processing payments and transactions, on occasion this can take up to sixty (60) days to be withdrawn from your bank account or credit card.

#### **7. GOMENTOR 24/7**

- 7.1 GoMentor 24/7 is a subscription service that GoMentor offer, where the User can write unlimited with its personal Mentor for a specified number of days. In some subscription types live video or chat sessions will be included. The GoMentor 24/7 subscription is invoiced on a monthly basis and will automatically be renewed upon expiry unless terminated.
- 7.2 The User commits to the chosen period (monthly basis defined as 4 weeks).
- 7.3 The subscription service is pre-paid by credit card or similar online payment method available on GoMentor and the subscription date starts from the date and time the User is matched with a mentor and pay the subscription.
- 7.4 The User will receive a payment confirmation e-mail after purchase and renewal.
- 7.5 The User will once a month receive a monthly invoice available in the GoMentor User dashboard.

#### 7.6 Cancellation

- A) The User has the right to cancel the subscription provided written notice is received by GoMentor within 14-days after the start of the subscription.
- B) When using the subscription (first message sent to Mentor), the User accept and acknowledge that the right to cancel the subscription as afforded above in 7.6 A) will lapse.
- 7.7 GoMentor provides a 7-day quality guarantee on all GoMentor 24/7 subscriptions. If you are not satisfied with the services provided in your GoMentor 24/7 subscription, you are entitled to a refund on your subscription payment. In order for you to claim your 7-day guarantee, written notice must be provided to GoMentor within the first 7 days of your subscription period.
- 7.8 The automatic renewal of the subscription service can be put on hold. If the subscription is reactivated, the automatic renewal will also be reactivated.
- 7.9 The Mentor is obligated to answer every message from the User as fast as possible and no later than 24 hours after the User has sent the message. However, this is within the scope of the selected subscription model and the defined number of weekly responses. Please note that the GoMentor 24/7 conversion is not in real-time and does not require scheduling unless User explicit has purchased a subscription including live sessions. Both parties can communicate to each other when they have time but in all circumstances the Mentor shall respond no later than 24 hours after the User has sent a message to the Mentor
- A) In cases where the Mentor answers later than 24 hours from the User has sent a message to the Mentor, the User has no right to compensation. The User can however request to switch Mentor. Such a request will be handled by GoMentor in normal business hours on working days according to

# Danish standards.

- B) The Mentor is obligated to inform GoMentor about vacation plans, sickness or other circumstances that result in the Mentor not being available. In such cases the non-available period will automatically be added to the subscription period.
- 7.9.B.1 If the Mentor is sick or otherwise not available in more than 3 days, the User have the right to request switch of Mentor with one day's notice by sending an email to support@gomentor.com.
- 7.9.B.2 In special circumstances where GoMentor solely has decided to offer a refund, the refund will be transferred to the bank account connected to the credit card used for the subscription. If it's not possible to refund to the bank account connected to the credit card used, the refund will be available on the User's GoMentor account where it's possible to request a wire transfer (please be aware that the receiving bank may charge the User for receiving a refund from a foreign bank and such a charge is not to be paid by GoMentor). If you have any questions regarding this please feel free to contact GoMentor Customer Service.
- 7.10 Live chat or video sessions included in Live or Live+ subscriptions should be scheduled with Mentor and can be held on weekdays within normal office hours unless otherwise agreed. Live sessions (video or live chat) must always be held within the period they are purchased (4 weeks subscription period) and can not be transferred from the period they are purchase to another. Live sessions not held within the purchased period will be lost and not refunded.
- 7.11 The User can at all times request to switch Mentor by contacting GoMentor Support at support@gomentor.com.
- 7.12 In cases where it's not possible to withdraw payment from the credit card used by the User (for instance if the credit card is rejected by the bank, the credit card has expired or the credit card has been blocked), the User will receive a notification about the non-payment. The User is still legally obligated to pay for the service on time with another credit card or any other payment option provided by GoMentor at the Website.

#### 8. LICENCES AND COPYRIGHT

- 8.1. The User is permitted to print and download extracts from this Website for your own use on the following basis: a) No documents or related graphics on this Website are modified; b) No graphics on this Website are used separately from accompanying text; and c) Our copyright and trademark notices and this permission notice appear in all copies.
- 8.2. Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by GoMentor, the Mentors or GoMentor's licensors. For the purposes of these Terms, any use of extracts from this Website other than in accordance with paragraph 8.1 is not allowed. If a User breach with any of the terms in this legal notice, the permission to use the Website automatically terminates without further

notice and Users must immediately destroy any downloaded or printed extracts from this Website.

- 8.3. Except as stated in paragraph 8.1, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.
- 8.4. Any rights in other intellectual property rights not expressly stated in these terms are reserved.

#### 9. SERVICE ACCESS

- 9.1. While GoMentor tries to ensure this Website is normally available twenty-four (24) hours a day, GoMentor will not be liable if this Website is unavailable at any time or for any period.
- 9.2. Access to this Website may be suspended temporarily and without notice.
- 9.3. Should Users and Mentor be unable to conduct a booked online video session, written conversion or other related services online due to the Website being unavailable, GoMentor will endeavor to rescheduling of the online video session, written conversion or other related services online with the same Mentor. Should rescheduling not be possible the Users will receive a refund in full for any sessions interrupted by unavailability of the Website.

#### 10. LINKS TO AND FROM OTHER WEBSITES.

- 10.1. Links to third party websites on this Website are provided solely for the convenience of the User. If User use these links, User leave this Website. GoMentor has not reviewed all of these third party websites and do not control (and are not responsible for these websites or their content or availability). GoMentor does not endorse or make any representation about third party website, the material or the results from using them. If User decides to access any of the third party websites linked to the Website, Users do so entirely at the sole risk of the User.
- 10.2. User may link to this Website homepage, provided that User do so in a good faith manner and legal lawful manner, which does not damage or harm the reputation of GoMentor or in any way take advantage of it unless it has been agreed upon in writing by GoMentor. User shall not establish a link from a website that is not owned by User or in a way that suggests a form of association with or endorsement by GoMentor where none exists. The Website from which User link must comply with the content standards set out in these Terms. GoMentor has the right to withdraw the linking permission at any time.

# 11. DISCLAIMER

11.1. While GoMentor tries to ensure that information on this Website is correct, we do not promise it is accurate or complete. GoMentor may make changes to the material on this Website, or to the services and prices described on it, at any time without any notice. The material on the Website may

be out of date, and GoMentor make no commitment to update that material. In particular, GoMentor do not promise that the information provided by the Mentors and displayed on this Website such as the subjects, pricing, calendars, and timetables for sessions is correct or up to date.

- 11.2. The material on this Website is provided without any conditions, warranties or any other terms. GoMentor provide User with the Website on the basis that, to the maximum extent permitted by law, we exclude all representations, warranties, conditions and other terms (including any conditions implied by law which but for these Terms might apply in relation to the Website).
- 11.3. User is responsible for the security of passwords that User use to register with the Website. GoMentor strongly recommends not using the Website on public computers. Unless GoMentor negligently discloses your password to a third party, GoMentor will not be liable for any unauthorized transaction entered into using name and password belonging to the User.
- 11.4 Unfortunately, the transmission of information via the Internet is not completely secure. Although we will take reasonable steps to protect the information on the Website, we cannot guarantee the security of data transmitted to the Website; any transmission of data to the Website is at sole risk of the User.

## 12. LIABILITY

- 12.1. EXCEPT AS SET OUT IN THIS AGREEMENT, ALL WARRANTIES, TERMS AND CONDITIONS WHETHER IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ANY WARRANTIES, DESCRIPTION, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 12.2 THE PRODUCTS WILL BE PREPARED AND THE SERVICES PERFOMRED USING THE EXPERTISE OF GOMENTOR'S SUBCONTRACTORS (MENTORS). WHILE REASONABLE AND CUSTOMARY CARE IS TAKEN IN CARRYING OUT THE SERVICES, GOMENTOR MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, COMPLETENESS OR CORRECTNESS OF ANY PRODUCT OR SERVICE PERFORMED USING THE EXPERTISE OF GOMENTOR'S SUBCONTRACTORS (MENTORS).
- 12.3 USER UNDERSTANDS THAT GOMENTOR DOES NOT PROVIDE ADVICE, WHETHER OF A LEGAL, FINANCIAL, MEDICAL OR OTHER PROFESSIONAL NATURE. THE INFORMATION MATERIALS AND OPINIONS (IF ANY) CONTAINED IN THE PRODUCTS OR SERVICES ARE THE PROFESSIONAL ADVICE FROM THE SUBCONTRACTOR. GOMENTOR SHALL NOT BE LIABLE FOR ANY LOSS THAT MAY ARISE FROM ANY RELIANCE BY USER, OR ANY THIRD PARTIES, ON THE PRODUCTS OR SERVICES DELIVERED OR PERFORMED BY GOMENTOR'S SUBCONTRACTORS (MENTORS).
- 12.4 USER ACKNOLOWEDGES THAT THE SERVICES MAY BE BASED AND RELY ON (I) INFORMATION PROVIDED BY MENTOR, OR A THIRD PARTY ON BEHALF OF MENTOR,

- (II) RESOURCES PROVIDED BY MENTOR, OR (III) OTHER FACTORS NOT WITHIN THE CONTROL OF GOMENTOR. IN SUCH CASES, GOMENTOR SHALL NOT BE RESPONSIBLE FOR ANY BREACH OR NON-PERFORMANCE THAT OCCURS DUE TO GOMENTOR'S SUBCONTRACTORS (MENTORS) BEHAVIOUR OR OTHER FACTORS OUTSIDE OF GOMENTOR'S CONTROL.
- 12.5 GOMENTOR WILL NOT BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR:
- A) LOSS OF PROFITS, BUSINESS, OPPORTUNITY, REPUTATION OR ANTICIPATED SAVINGS (EXCEPT IN RELATION TO MENTOR'S OBLIGATION TO PAY THE FEES);
- B) CORRUPTION, ALTERATION, DAMAGE, LOSS OR MISTRANSMISSION (AS APPLICABLE) OF CLIENT'S OR ANY THIRD PARTY'S DATA, SOFTWARE, HARDWARE OR SYSTEMS; C) LOSS OR DAMAGE RESULTING FROM THE INADEQUACY OF SECURITY OF DATA DURING TRANSMISSION VIA PUBLIC ELECTRONIC COMMUNICATIONS NETWORKS OR FACILITIES, IN EACH CASE WHETHER DIRECT OR INDIRECT, OR
- D) ANY OTHER INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWEVER SUCH INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE MAY ARISE EVEN IF SUCH PARTY OR ANY OF ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES.
- 12.6 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY AND ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY USER TO GOMENTOR UNDER THIS AGREEMENT DURING SUCH 12-MONTH PERIOD.
- 12.7 Clauses 12.3, 12.4, 12.5 and 12.6 shall not apply in relation to: (i) each Party's obligation to indemnify the other Party under this Agreement; and (ii) any liability arising out of or in connection with Client's infringement of any Intellectual Property Rights in the Services or in the Products, or Client's unauthorized use of the Products.
- 12.8 Nothing in this Agreement excludes or limits either Party's liability for death, personal injury resulting from its negligence, fraud or any other liability to the extent that such liability cannot be excluded or limited by applicable law.
- 12.9 With the exception of any liability referred to in the paragraphs above, GoMentor and the Mentor's total liability to Users in relation to your use of the Website and the service of the Mentors including (but not limited) to liability for breach of these Terms and tort (including but not limited to negligence) is limited to an amount equivalent to the total fees paid by the User for GoMentor 24/7 subscriptions, online video sessions or physical sessions by GoMentor in the past 12 months.
- 12.10 If your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, User assume all associated costs.

#### 13. TERMINATION

- 13.1. GoMentor may at sole discretion of GoMentor terminate or suspend or suspend the User's right to use the Website and the use of the services immediately by notifying the User in writing (including by email) if the User is in material breach of these Terms: As an example which shall not be deemed as exhausting if GoMentor has sufficient concerns that User is in breach of paragraph 10.2 (Links to and from other websites).
- 13.2. Upon termination or suspension User shall immediately destroy any downloaded or printed extracts from the Website.

#### 14. ADDITIONAL TERMS

- 14.1. GoMentor is committed to protecting your privacy and security. All personal data that we collect from User will be processed in accordance with our Privacy Policy. Users should review our Privacy Policy and Data Processing Agreement, which is incorporated into these Terms by this reference and is available here (Privacy Policy) and here (Data Processing Agreement).
- 14.2. User undertake not use the Website for any purpose which would violate any laws, impersonate another person, or engage in any other conduct which, in the opinion of GoMentor, inhibits or restrict others from using and enjoying the services available on the Website.
- 14.3. Any failure or delay by User or GoMentor in enforcing (in whole or in part) any provision of these Terms will not be interpreted as a waiver of the rights or remedies set out above.
- 14.4. User may not transfer any of the rights or obligations under these Terms without prior written consent of GoMentor. GoMentor is entitled to assign its rights and obligations to a third party if this third party joins the obligations under these Terms.
- 14.5. Headings in these Terms are included for convenience only and shall not affect their interpretation.
- 14.6 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.
- 14.7 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.

#### 15. GOVERNING LAW AND JURISDICTION

15.1. THESE Terms shall be governed by and construed in accordance with Danish law with exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). Disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the Danish courts.

# For users outside the EU the following amendments apply

In general, for User's outside of the EU, GoMentor facilitate the connection between the User and the Mentor and thereby an User domiciled outside of the EU enter into a binding contact regarding counselling with the Mentor. Specifically, the above section 1.8 is amended with the following term: Please note that GoMentor is only a technology provider and not a provider of therapy, counselling, life coaching, coaching, mentoring or other professional services and the relationship and legal binding contract for the provisions of these services are between Users and the Mentor that Users place their consultation with.