

Consolidated Terms and Conditions (Revised with Egypt Personal Data Protection Law Additions)

Updated English draft incorporating additional provisions identified from Egypt Law No. 151 of 2020 on Personal Data Protection and its 2025 Executive Regulations.

Revision Note

This revised draft strengthens the prior version by clarifying terminology, removing a duplicated sentence, and aligning wording with Egypt's Personal Data Protection Law No. 151 of 2020 and its November 2025 Executive Regulations. It also standardizes the term "Service Provider(s)" for therapists and other mental health professionals, and "user" for the individual using the Platform.

1. Acceptance of Terms

By accessing or using the website, mobile application, user portal, or any related digital service (collectively, the "Platform"), creating an account, booking a session, purchasing a subscription or bundle, or otherwise using the services, you confirm that you have read, understood, and agreed to these Terms and Conditions and the applicable Privacy Policy.

If you do not agree to these Terms, you must not access or use the Platform.

In these Terms, "Company," "we," "us," or "our" means the operator of the Platform, and "you" or "user" means any individual who accesses or uses the Platform.

2. Nature of the Platform and Services

The Platform is a technology-enabled service that facilitates access to online mental health support, counseling, and related administrative tools. Unless expressly stated otherwise, the Company is not itself the provider of therapy, psychiatry, or medical treatment.

Therapists and other mental health professionals available through the Platform (each, a "Service Provider," and collectively, "Service Providers") are independent providers. They are not employees, agents, or representatives of the Company merely because they use the Platform.

The Platform is intended for general mental health support and therapy-related services where legally permitted. It is not a substitute for in-person emergency care, inpatient treatment, crisis intervention, or any service that legally requires an in-person clinical evaluation.

3. Emergency and Crisis Disclaimer

The Platform is not designed for emergencies. If you are experiencing a medical emergency, suicidal thoughts, self-harm risk, risk of harming others, abuse, or any situation requiring immediate intervention, you must immediately contact local emergency services, go to the nearest hospital, or contact the relevant crisis authority in your area.

You understand and agree that the Platform and the professionals using it may be unable to provide the assistance required in emergency situations.

In case of emergency, you should reach '150', the free, 24/7 hotline for the [Ministry of Health and Population](#).

4. Eligibility and Minor Consent

You must be legally capable of entering into a binding agreement to use the Platform. If you are under 18, access and use are permitted only with the express consent of a parent or legal guardian, where allowed by applicable law.

The consenting parent or guardian must have the legal authority to consent on the minor's behalf and remains responsible for ensuring the minor's compliance with these Terms.

The Company may require documented or verified parental or guardian consent before services are made available to a minor.

The Company may implement special privacy, confidentiality, safety, and guardian-involvement measures for minors, including age-appropriate service restrictions and legally required reporting obligations.

For the avoidance of doubt, personal data relating to children is treated as sensitive personal data under applicable Egyptian law and requires enhanced protection and guardian consent before collection or processing.

5. Service Provider Qualifications and Independence

The Company aims to onboard appropriately trained, qualified, and credentialed professionals based on the laws and professional requirements of the jurisdictions in which they practice.

Although the Company may perform credential, background, or profile verification steps, users remain responsible for evaluating whether a Service Provider's qualifications, experience, language, availability, and therapeutic style are appropriate for their needs.

If a Service Provider is unavailable, leaves the Platform, or is not a good fit, the user may request to be matched with another Service Provider, subject to availability.

6. User Accounts and Acceptable Use

You agree to provide accurate, current, and complete account, payment, and profile information and to keep such information updated.

You are responsible for maintaining the confidentiality of your login credentials and for all activity conducted through your account.

You must not use the Platform for unlawful, abusive, threatening, defamatory, fraudulent, infringing, misleading, or technically harmful activity, including transmitting malicious code or interfering with the operation or security of the Platform.

You may use the Platform only for your personal use unless the Company expressly authorizes otherwise.

7. Session Scheduling, Attendance, and Flexibility

Sessions are scheduled according to the times shown or agreed through the Platform. Users and Service Providers are expected to attend on time.

If a Service Provider is delayed, the Company will make reasonable efforts to notify the user promptly.

If a user joins late, the Service Provider may, at the Service Provider's discretion, continue the session for the time remaining in the booked slot; however, the session will still end at the originally scheduled time.

Session length may vary based on the Service Provider's professional judgment, the nature of the service booked, and the clinical needs of the session. A session may end earlier than the reserved slot where clinically appropriate.

Time-slot request features, if available, may be used only within the monthly usage limits published on the Platform. The Company may change the number of permitted requests and the timeframe within which a Service Provider is expected to respond, upon reasonable prior notice published on the Platform.

8. Cancellation, Rescheduling, and Single-Session Refunds

For standard single sessions, the following cancellation policy applies unless a different policy is displayed at checkout:

- Cancellation at least 48 hours before the appointment: full refund, the money will be added to your wallet to be used for another session/s with Prospera.
- Cancellation between 48 and 24 hours before the appointment: 75% refund.
- Cancellation between 24 and 12 hours before the appointment: 50% refund.
- Cancellation less than 12 hours before the appointment: no refund.

A user may cancel up to four (4) times within a 30-day period. Additional cancellations may result in reduced refund eligibility or the application of additional platform restrictions.

A session may be rescheduled once per booked session, provided the rescheduling request is made at least 6 hours before the appointment and the Service Provider's availability permits.

If the Service Provider does not attend within 15 minutes of the scheduled start time, the user will be entitled either to a full refund or to a free rescheduled session.

If a session begins and the Service Provider ends it prematurely without the user's consent or due to a Service Provider-side issue, the Company may, at its discretion, offer a refund, replacement session, or alternative Service Provider. If the user voluntarily ends the session after it begins, no refund is required unless Egyptian consumer-protection law requires otherwise.

9. Bundles, Credits, and Expiry

Bundles are subject to the pricing, discount, session count, and expiry date shown at the time of purchase. Users should review the expiry date before purchase.

If no sessions have been used from a bundle, a full refund may be requested within the applicable bundle refund window published for that bundle type.

If one or more sessions in a bundle have been used, any refund will be calculated by deducting the standard non-discounted value of completed sessions and any non-refundable fees from the amount paid. If the remaining amount is zero or less, no refund will be due.

Booked sessions made using bundle credits remain subject to the general scheduling, cancellation, and no-show rules.

Where a bundle session is cancelled at least 24 hours in advance and the monthly cancellation threshold has not been exceeded, the session credit may be restored to the bundle. Late-cancelled or missed bundle sessions may be forfeited.

10. Subscription Services and Renewal

If the Platform offers recurring memberships or subscriptions, such subscriptions renew automatically at the selected billing interval unless canceled before the next renewal date.

You authorize the Company to charge the selected payment method for recurring fees, taxes, and applicable charges until cancellation.

Unused session entitlements, where linked to a billing cycle, may expire at the end of that cycle unless the Company expressly states that rollover is permitted.

The Company may change subscription features or pricing upon prior notice. Continued use after the effective date of the change constitutes acceptance of the revised fees or terms, subject to applicable consumer law.

11. Payments, Currency, Wallet, and Payment Security

All fees must be paid using a payment method that you are authorized to use. You authorize the Company and its payment processors to charge the applicable fees and any taxes or related charges associated with your use of the Platform.

Payments are processed through third-party payment gateways. Sensitive payment details are processed and stored by those providers in accordance with their own security standards and policies. The Company does not

store full card details on its own servers; it may store only payment tokens or limited transaction references where necessary.

If the Platform uses a wallet feature, wallet credits may be subject to validity periods, country-specific restrictions, and non-cash limitations as described at the time of issue. Unless otherwise stated, wallet credit may expire after one year.

Where country-based pricing applies, users are responsible for booking in the correct country and currency. If a user books in one currency but attends from another country or jurisdiction that requires a different price or currency, the Company may require payment of the difference before access is granted or before future sessions can be used.

If a payment, currency, or access mismatch affects attendance, the Company may offer a currency adjustment, wallet credit, rescheduling option, or other reasonable operational remedy consistent with the applicable refund policy.

12. Promotions and Offers

Promotions, discounts, referral rewards, trials, and limited-time offers are provided at the Company's sole discretion and are subject to the conditions communicated at the time of the offer.

Offers may be limited by time, quantity, geography, Service Provider availability, account status, technical compatibility, or campaign rules.

The Company reserves the right to correct technical or pricing errors, withdraw offers affected by abuse or system issues, and revoke unredeemed or improperly applied promotions where necessary to preserve fairness and platform integrity, subject to applicable law.

13. Couple Therapy and Multi-Participant Sessions

Where couple or multi-participant sessions are offered, participation rules and pricing may depend on the service track selected, the Service Provider's policies, the participants' locations, and any cross-border cost implications.

If the booking flow states that a couple session price includes both participants, that published price will govern. In other cases, additional fees may apply for a second participant or for participants attending from different countries.

14. Privacy, Data Protection, and Third-Party Services

The Company collects and processes personal, health-related, account, payment, communication, usage, and support information only for legitimate, specific, and disclosed purposes, in accordance with the Privacy Policy and applicable law. We take reasonable steps to keep information accurate, relevant, secure, and only for as long as necessary, after which it may be deleted, anonymized, or de-identified unless retention is required or permitted by law.

As the Platform provides mental health services, it may process sensitive personal data, including health and psychological information. Where required by Egyptian law, such data will be processed only with explicit, specific consent and any required permit, license, or approval. Consent for sensitive data is separate from acceptance of these Terms. For children or minors, parental or legal-guardian consent will be obtained where required. We may limit or decline services when required consent or authorization is unavailable, incomplete, withdrawn, or invalid.

Subject to applicable law, users may request access to, copies of, correction, updating, deletion, restriction of, or objection to the processing of their personal data, and may

withdraw consent where processing is based on consent. We may request written instructions and reasonable identity verification before responding, and may refuse or limit a request where permitted or required by law.

We maintain reasonable administrative, technical, and organizational safeguards to protect personal data. If a personal-data breach occurs, we will notify the Personal Data Protection Center within seventy-two (72) hours of becoming aware of it, or immediately where national security is involved, and notify affected users within three (3) working days after notifying the Center, unless an applicable legal exception applies.

The Platform may use cloud providers, communication tools, payment processors, support providers, and other service providers located in other countries. Where Egyptian data-protection rules apply, data will not be transferred, stored, shared, disclosed, or made accessible outside Egypt unless the transfer complies with applicable legal requirements and safeguards, including any required consent, adequacy condition, permit, license, approval, or legal exception.

The Platform may also link to or integrate with third-party websites and services. These third parties operate under their own terms and privacy policies, and the Company is not responsible for their content, availability, security, or practices.

15. Direct Marketing and Electronic Communications

You consent to receive service-related electronic communications, including login verifications, receipts, reminders, schedule updates, legal notices, support messages, and account alerts. Some essential communications are necessary for the operation of the service and cannot be opted out of except by discontinuing use of the Platform.

The Company will not send direct electronic marketing communications where consent is required by law unless the user has provided that consent.

Where marketing messages are sent, they shall clearly identify the sender, state the promotional nature of the message where legally required, provide valid contact details, and include a clear and simple mechanism for opting out or withdrawing consent.

16. Intellectual Property and User Content

The Platform, software, design, branding, text, graphics, audio, video, code, and related materials are owned by or licensed to the Company and are protected by intellectual property laws.

You are granted a limited, revocable, non-exclusive, non-transferable license to access and use the Platform for personal, non-commercial purposes in accordance with these Terms. No ownership rights are transferred to you.

You must not copy, modify, reproduce, distribute, create derivative works from, scrape, reverse engineer, republish, or commercially exploit any part of the Platform except as expressly permitted in writing by the Company or as allowed by law.

If you submit reviews, feedback, comments, or other content to public or interactive areas of the Platform, you confirm that you have the right to submit that content and you grant the Company a non-exclusive right to use, display, reproduce, and adapt that content for operating, improving, and promoting the Platform, subject to applicable law and privacy obligations.

17. Mandatory Reporting and Safety Exceptions

The Company and Service Providers may take action or make disclosures where required or permitted by law to protect users or others, including in cases involving suspected abuse, credible threats, suicide risk, self-harm risk, violence, or other safety concerns.

These actions may include contacting emergency contacts, guardians, law enforcement, emergency responders, or competent authorities.

18. Disclaimer of Warranties

To the maximum extent permitted by law, the Platform and all related services are provided on an "as is" and "as available" basis. The Company makes no guarantee that the Platform will be uninterrupted, error-free, secure, virus-free, timely, or suitable for every user or every mental health need.

The Company does not guarantee any particular therapeutic outcome, response time, Service Provider availability, insurance coverage, reimbursement result, or uninterrupted technical performance.

19. Limitation of Liability

To the maximum extent permitted by law, the Company and its affiliates, officers, directors, employees, contractors, and service providers will not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or related to the Platform, the services, Service Provider conduct, third-party services, scheduling issues, connectivity issues, or reliance on content made available through the Platform.

Where liability cannot be excluded but may be limited, the Company's aggregate liability shall not exceed the total amount actually paid by you through the Platform during the 12 months preceding the event giving rise to the claim, except where a different minimum is required by law.

Nothing in these Terms excludes liability that cannot legally be excluded under applicable law.

20. Indemnity

You agree to defend, indemnify, and hold harmless the Company and its affiliates, officers, directors, employees, contractors, and agents from and against claims, losses, liabilities, damages, judgments, costs, and expenses, including reasonable legal fees, arising out of or related to your breach of these Terms, your misuse of the Platform, your violation of law, your infringement of third-party rights, or activity conducted through your account.

21. Suspension and Termination

The Company may suspend, restrict, or terminate your account or access to the Platform immediately, with or without notice, if you breach these Terms, create legal or safety risk, misuse the Platform, provide false information, fail to pay applicable fees, or engage in conduct the Company reasonably considers abusive, fraudulent, unlawful, or harmful.

You may stop using the Platform at any time. Provisions that by their nature should survive termination, including payment obligations, intellectual property protections, disclaimers, limitation of liability, indemnity, privacy-related obligations, and dispute clauses, will survive termination.

22. Changes to the Platform or Terms

The Company may modify, suspend, or discontinue any part of the Platform and may update these Terms from time to time. Material changes will become effective upon posting or upon other notice to you, as required by law.

Your continued use of the Platform after the effective date of updated Terms constitutes acceptance of the revised Terms.

23. Governing Law and Dispute Resolution

These Terms shall be governed by and interpreted in accordance with the laws of the Arab Republic of Egypt, unless mandatory consumer protection laws in your country of residence require otherwise.

Before filing a formal legal claim, the parties should first attempt in good faith to resolve the dispute informally by written notice and discussion within a reasonable period.

If the dispute is not resolved informally, the competent courts of Egypt shall have jurisdiction, unless another forum is required by mandatory law or expressly agreed in a separate written dispute resolution clause.

24. General Provisions

If any provision of these Terms is found invalid or unenforceable, the remaining provisions will remain in full force and effect.

These Terms, together with the Privacy Policy and any service-specific policies or checkout disclosures, constitute the entire agreement between you and the Company regarding the Platform.

No third party shall have any right to enforce these Terms except where applicable law expressly provides otherwise.

Section headings are for convenience only and do not affect interpretation.