

## USER AGREEMENT

Last Update: 15.04.2026

### 1. PARTIES

- 1.1. This User Agreement (“**Agreement**”) is entered into by and between Hiwell LTD (“**Hiwell**”), a company having its registered office at 5 Beaufort Court, Admirals Way, London, United Kingdom, E14 9XL, and any individual who registers on or accesses the Hiwell website or mobile application (the “**Platform**”) (each a “**User**” and collectively the “**Users**”).
- 1.2. Hiwell and the User may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**.”

### 2. DEFINITIONS

**Client:** means any natural or legal person who, in return for payment, makes use of psychological counseling and nutrition and dietetics services procured via the Platform.

**Consultant:** means individuals who have completed (a) an undergraduate and/or graduate degree in psychological counseling; or (b) an undergraduate and/or graduate degree in nutrition and dietetics. Such individuals have been registered with the relevant official institutions, bodies, or organizations as required under applicable legislation, are duly authorized and experienced to provide services to Clients, and have substantiated such qualifications through official documents, and hold and maintain while providing services a valid license to practice their profession in Azerbaijan (including, but not limited to, diplomas and certificates).

**Hiwell:** means the brand name of the website used by Hiwell LTD, together with the brand name of the mobile applications linked to such website.

**User:** means a general term referring to all visitors and client users who utilize the Platform.

**Platform:** means the website with the domain name [www.hiwellapp.com](http://www.hiwellapp.com), together with all Hiwell-branded mobile applications that may be downloaded to mobile devices from online application marketplaces, whether for a fee or

free of charge, and which contain in-app purchase functionalities.

### **3. SUBJECT AND PURPOSE OF THE AGREEMENT**

- 3.1.** The subject of this Agreement is to set forth the terms and conditions under which Hiwell, through the Platform, enables the User to procure psychological counseling and nutrition and dietetics services from a Consultant, in compliance with the applicable legislation, either chosen solely by the User among those available on the Platform or, or if the User prefers, matched by Hiwell.
- 3.2.** By accessing the Platform, creating a user account thereon, or submitting a request for services, the User hereby acknowledges, declares, and undertakes that they have read this Agreement in its entirety, fully understand its contents, and agree in advance to be bound by all of its terms and conditions.
- 3.3.** This Agreement shall in no way constitute or be construed as a contract of sale between the Parties. The provision of psychological counseling and nutrition and dietetics services shall be governed by a separate sales agreement to be duly executed between the User and the Consultant. For the avoidance of doubt, any such services procured by the User from a Consultant outside the Platform and without the knowledge of Hiwell shall expressly fall outside the purview and scope of this Agreement.

### **4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 4.1.** The User hereby acknowledges and agrees that, in order to obtain psychological counseling and nutrition and dietetics services via the Platform, they must expressly approve this Agreement and provide all requested information accurately and on a current basis. The User who wishes to use the Platform must be 18 (eighteen) years of age or be duly authorized by legal representatives through written consent in case they have been deprived by their rights to represent themselves *via* a court decision; or, if under 18 years of age, be duly authorized by their parents or legal representatives through written consent. The User further acknowledges and agrees that it shall be solely and exclusively liable for any and all damages arising from the provision of incorrect or outdated information in connection herewith.
- 4.2.** Hiwell, acting as an intermediary service provider, shall provide the electronic means through the Platform for the User to purchase psychological counseling and nutrition and dietetics services from a Consultant chosen by the User by selecting one of the session packages listed on the Platform.
- 4.3.** The contents available on the Platform shall not constitute, and shall not be interpreted as, any diagnosis, identification, or recommendation, nor shall it represent professional advice of any kind. The Client acknowledges and agrees that any information, or recommendations provided by the Consultant during sessions reflect only the Consultant's personal and professional opinions. The Client further accepts that Hiwell shall not be liable for any loss or damage suffered by the Client or any third party as a result of such opinions or statements made by the Consultant.
- 4.4.** Hiwell operates solely as a software platform that facilitates the provision of services between the User and the Consultant.
- 4.5.** Hiwell shall not guarantee the accuracy of any information or recommendations, provided during the sessions conducted between the User and the Consultant, and shall not be held liable for any loss or damage arising from such content. The User acknowledges and agrees that the information provided during sessions is solely based on the Consultant's personal and professional assessment and opinion.

- 4.6. The User accepts that Hiwell shall not be responsible for any loss or damage that may arise as a result of the User's data shared with the Consultant being accessed by unauthorized people.
- 4.7. If the Consultant is of the opinion that the Client is experiencing, contemplating, or engaging in conduct indicative of suicide, panic attacks, seizures, or similar conditions, the Consultant shall provide written notice thereof to Hiwell. Furthermore, the Consultant shall advise the Client to seek immediate assistance from a physical healthcare institution or facility. As such situations may require urgent medical intervention and remote psychological counseling and nutrition and dietetics services may be insufficient to meet the minimum necessary medical requirements and standards, the provision of remote psychological counseling and nutrition and dietetics services to the Client shall be terminated, the Client shall no longer be permitted to use the Platform, and if already a registered User, their membership shall be terminated immediately.
- 4.8. If the Consultant notifies Hiwell that the Client belongs to a category of individuals for whom online psychological counseling and online nutrition and dietetics services are not recommended, such services shall be terminated immediately and the Client's membership shall be cancelled.
- 4.9. The User acknowledges, declares, and undertakes that, should they have obtained psychological counseling and nutrition and dietetics services by providing false personal information, they shall indemnify Hiwell for any and all direct and indirect damages incurred thereby, without prejudice to Hiwell's right to pursue any and all legal remedies.
- 4.10. The User expressly acknowledges, declares, and undertakes that the Consultant shall be solely responsible for providing the User with information regarding the psychological counseling and nutrition and dietetics services to be rendered during online sessions, and that Hiwell shall bear no liability whatsoever in this respect.
- 4.11. The User acknowledges and agrees that Hiwell shall have the right to temporarily suspend the provision of services at certain intervals in order to perform technical maintenance and fulfill the operational requirements of the Platform.
- 4.12. The User acknowledges and agrees that they are solely responsible for ensuring the adequacy of any hardware, internet connection, or other resources required to access the Platform, and that Hiwell shall not be liable in the event the User is unable to access or use the services provided through the Platform due to such reasons.

## 5. PLANS AND SESSION PACKAGES

- 5.1. Provided that the User is registered on the Platform, the User may hold a free introductory meeting of fifteen (15) minutes with a Consultant of their choice. However, such introductory meetings shall be solely for acquaintance purposes and shall not constitute treatment, counseling, or advice.
- 5.2. The Platform offers the User two distinct plan options: the *Hiwell Plan* and the *Hiwell+ Plan*. The *Hiwell+ Plan* only exists for psychological counseling. Under both plans, the User may select from different session packages comprising (i) one (1) session, (ii) two (2) sessions, (iii) four (4) sessions, or (iv) eight (8) sessions. The User shall be entitled to an online meeting of fifty (50) minutes for each session with psychologists. Session duration for nutritionists and dieticians shall be thirty (30) minutes. The content and pricing of session packages may vary from time to time depending on the fees applicable to the psychological counseling and nutrition and dietetics services to be procured. The User acknowledges, declares, and undertakes that unless and until the session package purchase process is completed, they shall be bound by the new price applicable at the time of purchase in the event of any changes to the prevailing prices of session packages.

- 5.3. Users who purchase a session package under the Hiwell+ Plan shall, in addition to the benefits of the Hiwell Plan, be granted access to Consultants with more than ten (10) years of experience and to mental health content available on the Platform.

## 6. SUBSCRIPTIONS

- 6.1. The Subscription model refers to a service arrangement where the User elects to purchase session entitlements (comprising one (1), two (2), three (3), or four (4) sessions on a monthly recurring basis. By enrolling in a Subscription, the User expressly authorizes Hiwell to automatically charge the applicable subscription fee to their registered payment method at the beginning of each billing cycle. Following a successful transaction, the session entitlements defined for that period shall be credited to the User's account.
- 6.2. In the event that a payment transaction fails, Hiwell shall attempt to re-process the payment periodically for a duration of one (1) week. During this one-week period, the User will be notified via email regarding the unsuccessful payment. If the payment remains unsuccessful at the end of this one-week grace period, the Subscription shall be automatically terminated by Hiwell.
- 6.3. The User may, within fourteen (14) days from the date of purchase of the Subscription package ("**Withdrawal Period**"), request a refund for any unused sessions without providing any reason and without incurring any penalty.
- 6.4. Subscriptions are subject to a minimum commitment period of two (2) months from the date of commencement. If the User requests cancellation within the first two (2) months, the Subscription shall remain active, and the fee for the second month will be collected on the scheduled billing date. The Subscription will officially terminate only upon the completion of the second month.
- 6.5. For Subscriptions that have completed the initial two-month period, the User may cancel at any time. In such cases, no further charges will be applied on the next billing date. Any sessions already paid for and credited to the account will remain available until they become Expired Sessions.
- 6.6. Session entitlements granted under a Subscription must be utilized within six (6) months from the date they are credited to the User's account. Any sessions not used within this period shall be deemed Expired Sessions and will be forfeited without any right to a refund or reactivation.
- 6.7. Hiwell shall send a warning email to the User if a session remains unused within one (1) month of its activation.
- 6.8. Sessions provided under the Subscription model are strictly personal and non-transferable to other users or accounts.

## 7. CANCELLATION AND REFUND

- 7.1. The provisions of this Article shall apply to purchases other than the Subscription model; for sessions purchased through the Subscription model, the provisions of Article 6 (Subscriptions) shall remain reserved.
- 7.2. The User may submit an appointment request via the Platform and schedule an appointment with any Consultant at a date and time of their choosing. Should the User decide not to attend the meeting with the Consultant at the agreed date and time, the User may either withdraw from the sales agreement or reschedule the appointment, provided that such withdrawal or rescheduling is made at least twenty-four (24) hours prior to the scheduled appointment time. However, the User

shall not be entitled to exercise any right of withdrawal for services provided under instant appointments. In such cases, the fee paid for the session shall not be refunded under any circumstances. For appointments scheduled for future dates, the User may cancel a session a maximum of two times. A User who has canceled twice shall no longer be entitled to cancel another session under the same profile and account details. Similarly, the User may open (i.e., postpone) a session a maximum of three times under the same profile. In cases of postponement, the User may withdraw from the contract up to twenty-four (24) hours prior to the session. Any request to postpone a session for a fourth time shall be rejected.

- 7.3. The User may, within fourteen (14) days from the date of purchase of the session package (“**Withdrawal Period**”), request a refund for any unused sessions without providing any reason and without incurring any penalty. Furthermore, the User may, within three (3) months from the date of purchase of the session package (“**Refund Period**”), request a refund for unused sessions. In the event of a refund within the Refund Period, the difference between the standard (non-discounted) session fee and the discounted session fee shall constitute a penalty against the User, and the used sessions shall be recalculated at the standard session fee. The amount determined by deducting the recalculated fees of the used sessions from the total price of the session package shall be refunded to the User. The User shall not be entitled to request any refund once the three (3)-month Refund Period has expired.
- 7.4. The User shall under no circumstances be entitled to request a refund for sessions that have already been used.
- 7.5. The User shall utilize all session entitlements under the session package purchased pursuant to the sales agreement separately executed with the Consultant, within one (1) year. The User hereby acknowledges and agrees that no refunds shall be provided for any sessions not used within such one (1)-year period.
- 7.6. Following the expiration of the one (1)-year period, the use of the Platform by a User who has purchased a session package may be subject to additional charges. For the avoidance of doubt, however, no fees other than the amount paid by the User at the time of purchasing the session package shall be requested in relation to such purchased sessions.

## **8. USE AND OPERATION OF THE PLATFORM**

- 8.1. The User shall have the unrestricted right to independently select the Consultant from whom services will be received through the Platform, entirely at the User’s own discretion. Hiwell shall not provide any guarantee or warranty regarding the quality or nature of the services to be rendered by the Consultants. In the event of any damage arising due to the fault of the Consultant, the Consultant shall be solely liable by virtue of being a party to the sales agreement, and the Client shall have no right of recourse against Hiwell on any grounds whatsoever.
- 8.2. The User have the right to change the Consultant within the scope of the purchased session package. However, if such a change arises from reasons beyond the User’s control, such as the Consultant’s departure from the Platform, Hiwell shall propose a new Consultant to the User, regardless of whether the session package includes the right to change Consultants. The User shall continue receiving services either from one of the Consultants proposed by Hiwell or from another Consultant of the User’s choosing. The User acknowledges and agrees that, in cases where the three (3)-month refund period has expired, unused sessions under the purchased session package may not be refunded due to the change of Consultant.
- 8.3. If the User fails to attend the session at the scheduled time agreed upon with the Consultant, such session shall be deemed to have been completed, and no refund, additional time, or extra session shall be granted. In cases of session cancellation or rescheduling, the provisions of the sales agreement executed between the Client and the Consultant, shall apply.

- 8.4. In the event of any errors in the service descriptions or pricing information available on the Platform, the Platform reserves the right to notify the User accordingly and to carry out corrections through updates or by cancelling the service.
- 8.5. The Client may purchase membership packages by using a credit card, debit card, or other payment methods offered by Hiwell. The payment shall take place through the stripe interface between the transaction device and the payment system provider. Hiwell shall not be responsible for (i) the services of the payment system provider, (ii) its systems, infrastructure, or transactions, (iii) the completion of the payment transaction, or (iv) any disputes arising between the User and the payment system provider. The User expressly acknowledges and agrees that Hiwell shall bear no liability for any negligence, defects, or imprudence on the part of the payment system provider in the execution of the payment transaction. Accordingly, no claims, complaints, or disputes arising out of or in connection with any transaction between the User and the payment system provider may be brought against Hiwell. In the event that Hiwell approves a refund to the Client, such refund shall be made via the same method used by the Client for the original purchase.
- 8.6. When purchasing membership packages, Clients shall be provided with the option to use discount codes, if any, on the payment screen. Expired discount codes cannot be used on the website or the mobile application. Hiwell reserves the right to demand from the User, together with statutory interest, the amount corresponding to the improper use of expired discount codes or multiple uses of the same code, should such instances be detected.
- 8.7. If a Client who has purchased a session package does not receive a response from the selected Consultant within twenty-four (24) hours, the Client shall be entitled to select a new Consultant.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1. All intellectual property rights in any content of the Platform (including, but not limited to, design, video, text, image, html code, and other code) (works subject to Hiwell's copyright) are owned by Hiwell and/or used by Hiwell under license from a third party.
- 9.2. All property, real and personal rights, and know-how of Hiwell, including its commercial information, copyrighted works, trademarks, commercial appearance or any intellectual and industrial rights it has through the Platforms, are reserved.
- 9.3. Any provision of this Agreement or any purchase of services from the Platforms shall not give the User ownership of any content or grant any other right or license over the content.
- 9.4. The User may not use the content and/or services for any purpose other than the permitted access to the content on the Platform or for any purpose contrary to this Agreement or the applicable legislation. Unless permitted under this Agreement, the User may not copy, reproduce, publish, distribute, translate, reverse engineer, source code derive, modify, disassemble, combine, create derivative works, or remove any proprietary notices or labels from the content and/or services, in whole or in part, without the written consent of Hiwell.

## **10. PRIVACY AND PROTECTION OF PERSONAL DATA**

- 10.1. Hiwell places great importance on the processing, security, and protection of the personal data provided by the User through the Platform in order to benefit from the psychological counseling and nutrition and dietetics services and content offered thereon, all in accordance with any applicable legislation. In this context, Hiwell may collect, use, transfer, and otherwise process the personal data provided by the User in line with the Privacy Policy and the Cookie Policy available on the Platform. The User acknowledges and understands that they may at any time review the Privacy Policy on the Platform to obtain more information regarding the conditions under which their personal data is used and their related rights, and that they may exercise such rights by

sending an email to Hiwell's address or by utilizing other methods specified on the Platform, all as set forth therein.

- 10.2.** The personal data shared by the User on the Platform for the purposes of creating a membership account or purchasing psychological counseling and nutrition and dietetics services shall be collected, stored, and processed by Hiwell or its business partners in accordance with the Privacy Policy and the Cookie Policy, for the purposes of fulfilling the obligations set forth in this User Agreement, carrying out the operations necessary for the functioning of the Platform, providing and offering various benefits to the User, performing payment transactions, handling customer service and complaint tracking processes, as well as conducting any advertising, sales, marketing, surveys, profiling, statistical analyses, and similar electronic communications tailored to the User. Furthermore, such personal data may be shared with competent public institutions and organizations, third parties, and private legal entities for the purpose of contacting the User to provide member-specific benefits and to carry out sales, marketing, and similar activities, provided that it is necessary for fulfilling the obligations arising from applicable legislation.
- 10.3.** Pursuant to applicable legislation, online sessions between the User and the Consultant shall not be recorded. The User expressly acknowledges, declares, and undertakes that they shall not make any audio or video recordings during the session, nor share such content in any manner with third parties, and further agrees to indemnify Hiwell for any and all losses incurred in the event that any legal action is initiated against Hiwell or any penal sanctions are imposed due to the User's breach of this obligation.
- 10.4.** The User acknowledges, declares, and undertakes that, while using the Platform, they shall comply with the provisions of this Agreement, all other terms and conditions of use currently in force or that may enter into force in the future with respect to the Platform, as well as all applicable laws and regulations. The User shall be solely responsible for any and all damages arising from their non-compliance with this provision.
- 10.5.** The User acknowledges that, as required by law, all records held by Hiwell shall be retained by Hiwell for a limited period, and that such records shall constitute an evidential agreement. Hiwell shall not use or disclose these records to any person or institution without the User's consent except where necessary to fulfill its obligations under this Agreement or where required by law.
- 10.6.** The User expressly acknowledges, declares, and undertakes that it shall not, via the Platform, share any information, text, images, or content that contains threats, blackmail, insults, defamation, or that is otherwise unlawful or contrary to morality.
- 10.7.** The User shall be solely responsible for the accuracy of the information provided during their Hiwell membership registration and for safeguarding their account passwords. The User acknowledges, declares, and undertakes that they shall not share their membership information with anyone and that such information is strictly personal. Hiwell shall not share the User's personal information with other Clients or third parties. The Client further acknowledges, declares, and undertakes that they shall benefit from Hiwell solely for personal psychological counseling and nutrition and dietetics purposes, and that they shall not allow any of the services offered on Hiwell to be used by others for commercial or personal purposes. The security, storage, protection from third-party knowledge, and prevention of unauthorized use of the means of access to the system (such as usernames and passwords) shall be entirely the responsibility of the User. Hiwell shall accept no liability whatsoever for any losses suffered or that may be suffered by members and/or third parties due to any negligence or fault of the Client concerning the security, storage, protection from third-party knowledge, or use of their access credentials in relation to logging into the Hiwell mobile application, provided that these losses shall not be attributable to Hiwell's fault.

## 11. MISCELLANEOUS PROVISIONS

- 11.1. This Agreement shall enter into force upon the User's registration on the Platform. The User may terminate this Agreement with prospective effect by deleting their account on the Platform, except for Clause 6.4 and Clause 9 (Privacy and Protection of Personal Data), which shall remain in effect. In the event of termination by the User through deletion of membership, Article 6.4 shall apply to any unused sessions purchased by the User.
- 11.2. Hiwell shall have the right to suspend or terminate the User's membership and to pursue legal action in the event it determines or reasonably suspects that the User has breached any provision of this Agreement. Hiwell may also terminate this Agreement unilaterally at any time without compensation.
- 11.3. Hiwell may, from time to time and at its sole discretion, amend this Agreement in whole or in part or impose new terms and conditions ("**Amendments**"). This Agreement, as amended from time to time, shall constitute the entire agreement between the User and Hiwell. Hiwell shall submit the new User Agreement containing such Amendments to the User's approval by sending an email or through the Platform. Should the User fail to approve, Hiwell may immediately terminate this Agreement and the User's membership.
- 11.4. Should the performance of Hiwell's obligations under this Agreement be prevented or delayed by any force majeure event ("**Force Majeure**"), including but not limited to uprisings, embargoes, government interventions, riots, occupations, wars, mobilizations, strikes, lockouts, labor disputes or boycotts, cyber-attacks, access bans on the site, communication failures, infrastructure or internet outages, technical failures, system upgrades or enhancements causing malfunctions, power outages, fires, explosions, storms, floods, earthquakes, migrations, epidemics, or other natural disasters or any other event beyond Hiwell's control, not arising from its fault and not reasonably foreseeable, Hiwell shall not be held liable for the non-performance or delay of its obligations due to such Force Majeure, and such circumstances shall not be deemed a breach of this Agreement.
- 11.5. The User acknowledges and agrees that Hiwell shall have the authority to send informational emails to the User's registered email address on the Platform and informational messages to the User's mobile phones under this Agreement. Should the User not wish to receive such communications, they may prevent this by terminating their membership.
- 11.6. This Agreement shall be governed exclusively by the laws of Azerbaijan. Any disputes arising out of or in connection with this Agreement shall fall under the exclusive jurisdiction of the Courts of Baku.
- 11.7. The User shall not assign or transfer any of their rights or obligations under this Agreement, in whole or in part, without the prior written consent of Hiwell. Conversely, Hiwell may assign its rights and/or obligations under this Agreement to a third party without the User's consent and without prior notice.
- 11.8. This User Agreement, consisting of ten (10) articles, has been executed and entered into force upon the User's electronic confirmation after having read and fully understood each of its provisions.