

## Terms and Conditions ("Terms")

Our Terms and Conditions were last updated on [9 September 2024].

### 1. Acknowledgement

These Terms and Conditions govern the use of this Website and Service provided by Special Minds Pte Ltd ("Special Minds," "we"). By accessing or using the Service, you agree to comply with these Terms and Conditions. Your access and use of the Service are conditioned upon your acceptance of these terms. If you do not agree with any part of these Terms and Conditions, you may not access the Service. By using the Service, you represent that you are over the age of 18, as Special Minds does not permit individuals under 18 to use the Service.

### 2. Definitions

"Terms and Conditions" (also referred to as "Terms") refer to these Terms and Conditions that constitute the entire agreement between You and Special Minds Pte Ltd regarding the use of the Service.

"Website" refers to Special Minds Pte Ltd, accessible from [specialminds.com.sg].

"User" refers to all visitors to our website, whether registered or not.

"Client" refers to a customer hiring a service professional otherwise known as a service provider from Special Minds.

"Service Professional/Service Provider" refers to an individual registered on Special Minds' Website or offline channels such as forms curated by Special Minds, providing educational and therapeutic services.

"Assignment" refers to an individual request from a client for services, which are to be applied and fulfilled by Service Professionals.

"Administrative/Commission Fees" refer to a percentage of the total transaction amount that service professionals pay to Special Minds. This fee covers our role in connecting clients with service professionals and managing related administrative tasks.

### 3. Regulations and Agreements with Service Professional

#### a. User Accounts and the Code of Conduct

Service professionals must register and create an account with Special Minds on our website or offline channels curated by Special Minds before accepting any assignment. To become a "Service Provider" otherwise known as a "Service Professional" of Special Minds,

you must be in good standing and not have been previously barred from receiving our services. During registration, Special Minds may collect information such as your name, birth date, gender, race, occupation, and personal interests based on client preferences.

Service professionals must uphold individual responsibility and integrity to ensure that they possess the relevant certificates, license, and qualifications necessary to practice in their respective fields. In Singapore, therapists are required to be registered under the Allied Health Professions Council (AHPC). Special Minds is not liable for any false declarations, and service professionals may be subject to legal action in Singapore in the event of false declarations.

Service professionals must provide accurate, valid, complete, and current information during registration, and it is their responsibility to update this information to ensure accuracy. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of the account and access to the Website and Services. Special Minds may use registration information for its intended purposes, such as posting a service professional's profile publicly or providing contact information to clients or service professionals. However, sensitive information such as passwords, phone numbers, and dates of birth remain private. Upon request, Special Minds may provide the phone number of Service professionals and clients at least 24 hours before session commencement.

Service professionals are responsible for safeguarding the password used to access the Service and for any activities or actions under their password, whether the password is with the Service or a Third-Party Social Media Service. Service professionals agree not to disclose their password to any third party and must notify Special Minds immediately upon becoming aware of any breach of security or unauthorised use of their account. Special Minds is not liable for losses arising from failure to comply with these terms.

Service professionals may not use as a username, the name of another person or entity that is not lawfully available for use, a name or trademark subject to any rights of another person or entity other than themselves without appropriate authorization, or a name that is otherwise offensive, vulgar, or obscene. Service professionals guarantee that they will not engage in the impersonation of any individuals, whether real or fictitious, when using the service, nor defame or harm any party through their utilization of our service. Special Minds retains the right to refuse services to service professionals without providing a specific reason. Upon deleting your account, all associated data and any services you use will be removed. It's important to acknowledge that all your notes and information will be deleted.

Special Minds expects professional and ethical conduct from service professionals, including punctuality, delivering full-duration sessions, providing at least two days' notice for timing changes (unless due to sudden sickness, for which a medical certificate must be provided), and maintaining communication with parents. Service professionals are required to maintain digital copies of their certifications, which should be readily accessible for client verification. They may also choose to bring along physical copies of their certifications. However, Special Minds is not liable for misplaced or damaged certifications.

## **b. Rates, Commission (Administrative Fees), and Payment**

All currency references are in Singapore dollars (SGD). Service rates listed on our website are guidelines; the actual price may vary based on client requirements, market conditions, and service professional availability. While service professionals may set rates, the final decision on price requires confirmation from both parties via an official invoice from Special Minds. Once agreed upon, service rates should not change unless mutually agreed upon by clients and service professionals. Special Minds reserves the right to claim its commission based on the original agreed-upon rate.

Service professionals are prohibited from collecting agency commissions directly from clients. If they do so, they must inform the agency immediately. Upon notice by the agency, they must make payment to the agency in full within 3 days. Special Minds may change commission rates or administrative fees incurred due to non-fulfilment of service professional obligations.

Special Minds charges administrative fees otherwise known as commission fees, from service professionals. The administrative fees we collect from clients are to be deducted from the service professional's earnings. Special Minds will calculate the administrative fees and send an invoice along with a payment schedule to clients. Once the administrative fees have been fully paid, clients will make payments directly to the service professionals for future sessions. The administrative fees for service professionals, in accordance with industry standards, are as follows:

- **Fixed sessions:** For short-term engagements involving a specific number of sessions not exceeding 2 months (8 weeks), the administrative fee is capped at 25% of the total fees. Service professionals will be informed of the exact percentage, which is calculated based on the number of sessions within the two-month period.
- **Recurring sessions:** For engagements extending beyond 2 months (8 weeks), the administrative fee is 50% of the total fees for the first month (equivalent to four calendar weeks).

In cases of disputes or concerns regarding fees between service professionals and clients, we will assist, to our reasonable means, to help service professionals claim fees from clients and vice versa during the first month of lesson commencement. However, Special Minds shall not be legally responsible for any payment disputes between service professionals and clients.

## **c. Postponement and Termination**

Service professionals must notify Special Minds at least 48 hours in advance if they need to postpone or terminate a session within the first month. If they terminate an assignment before completing at least 4 weeks of lessons without a valid reason supported by proof, they will not be entitled to receive any fees. Otherwise, the fees will be divided equally between Special Minds and the service professional. For cancellations or rescheduling, service professionals will be compensated \$20 or 50% of one session fee,

whichever is lower, for transport if informed of a postponement or cancellation less than 2 hours before the session.

After the first month, service professionals are responsible for coordinating changes and postponements directly with their clients. Service professionals exhibiting irresponsible or unethical behaviour may be blacklisted without warning. Each case will be reviewed individually, and appropriate action will be taken.

#### **4. Regulations and Agreements with Client**

##### **a. Request for Service Professional and Code of Conduct**

Clients can submit service requests through the request form on the Special Minds website or contact us directly via SMS, WhatsApp, or phone call. Throughout this process, Special Minds may collect information including the client's name, birth date, postal code, and relevant details about the child to facilitate the matching process. Clients must ensure that the information provided is accurate, valid, complete, and up-to-date. Failure to do so may result in termination of access to the website and services. Clients agree not to engage in the impersonation of any individuals, whether real or fictitious or to defame or harm any party through your use of our service. Special Minds reserves the right to refuse services to clients without providing a specific reason.

Clients are responsible for verifying service professional qualifications during the first session. Clients may request a digital copy of their certifications for verification if the physical copies are not available. Any verification, if required, should be done within the first four weeks of sessions. Special Minds is not liable for misplaced or damaged certifications caused by any parties.

##### **b. Rates, Commission (Administrative Fees), and Payment**

All currency references are in Singapore dollars (SGD). Clients are responsible for payment of any levies, duties, or taxes imposed on payments or fees collected through our services. Service rates listed on our website serve as guidelines; the actual price may vary depending on client requirements, market conditions, and service professional availability. While service professionals may set rates, the final decision on price requires confirmation from both parties via an official invoice from Special Minds.

Clients must settle all invoices issued by Special Minds within three days. Clients need to retain and send the bank receipt or screenshot of payment transfer as proof of payment to Special Minds contact through Whatsapp or email. Any agreed-upon service rates should remain unchanged unless mutually agreed upon by both clients and service professionals. Special Minds reserves the right to claim its commission based on the originally agreed-upon rate.

Clients do not incur any administrative or commission fees directly from Special Minds. The administrative fees Special Minds collects from clients are to be deducted from

the service professional's earnings. Special Minds will calculate the administrative fees and send an invoice along with a payment schedule to clients. Clients must adhere to the payment schedule and due dates stated on the invoice. Client needs to retain and send the bank receipt or screenshot of payment transfer as proof of payment to Special Minds contact through Whatsapp or email. Once the administrative fees have been fully paid, clients will make payments directly to the service professionals for future sessions.

If clients bypass Special Minds and pay Service professionals directly, they remain liable for the agency's commission and any administrative fees incurred if not collected. Clients are responsible for service fees for all attended lessons, regardless of lesson quality. Refunds may be issued for violations due to Service professional fault or other reasons, assessed on a case-by-case basis. Clients may face additional charges for payment defaults.

To confirm the first session, clients must pay the first session fee to Special Minds as a deposit at least 3 working days before the session. Due to high demand, we cannot reserve time slots until payment is received. If the preferred slot is no longer available, Special Minds will assist in finding another service professional who can accommodate the request.

If disputes arise regarding fees between Service professionals and clients, we will assist to the best of our abilities during the first month of lesson commencement. However, Special Minds shall not be legally responsible for any payment disputes between service professionals and clients.

### **c. Postponement and Termination**

Clients must notify Special Minds at least 48 hours before the scheduled start time to cancel or request a postponement. In emergencies (e.g., medical issues), documentation such as a medical certificate must be provided. Failure to provide adequate notice will result in administrative fees equivalent to at least 50% of the first session fee. Clients are allowed up to two postponements before the first session, provided valid reasons are given. Postponements cannot extend beyond one month from the date of payment for the first session; further delays will incur administrative fees equivalent to at least 50% of the first session fee. It is important to note that cancellations or postponements of lessons do not affect Special Minds' commission.

It is mandatory for clients to inform Special Minds of any termination within the first four calendar weeks. If a client terminates their engagement within the first four calendar weeks, they will still need to pay for any sessions that have been conducted. The client should contact Special Minds for instructions regarding any outstanding payments.

While session schedules and the first lesson date and time are fixed, renegotiation is permitted with Service professionals within the initial four weeks. Special Minds may adjust commission under such circumstances if there are changes in the frequency of lessons during this period.

## 5. Intellectual Property

The Website, Service and its original content, features, and functionality are and will remain the exclusive property of Special Minds and its licensors. By using the Website and Service, you agree not to employ them for any illegal or prohibited purposes as outlined in these Terms. Any attempt to disable, overburden, impair, or damage the Website is strictly prohibited.

All content on the Website, including images, logos, graphics, text, and software, is the exclusive property of Special Minds and is protected by copyright and other applicable laws. You agree to adhere to all copyright and proprietary notices embedded in any content and agree not to make any alterations to them. The publication, modification, transmission, reverse engineering, participation in the transfer or sale, or any other form of utilisation of the content, whether in whole or in part, found on the Website is strictly prohibited. Unauthorized use of protected content is explicitly disallowed, and you agree not to delete or alter any proprietary rights or attribution notices in any content. The use of protected content is restricted to personal use only, and you are prohibited from permitting others to use such content without the prior written permission of Special Minds or the copyright owner. You acknowledge that no ownership rights in any protected content are conferred upon you, and no licenses to the intellectual property of Special Minds or its licensors are granted, except as expressly authorised by these Terms.

Special Minds does not assume responsibility for the content posted by users on the Service. You acknowledge that you are solely responsible for the content you post and all activities conducted under your account, whether by you or any third party using your account. You agree not to transmit any content that is unlawful, offensive, upsetting, intended to disgust, threatening, libellous, defamatory, obscene, or otherwise objectionable. This includes but is not limited to, content that promotes unlawful activity, contains unauthorised advertising or infringes on proprietary rights of any party.

Special Minds reserves the right, but not the obligation, to determine whether any content complies with these Terms and may refuse or remove such content. Special Minds may also make formatting and edits to content or limit or revoke access to the Service for users who post objectionable content. As Special Minds cannot control all content posted by users, you agree to use the Service at your own risk. You understand that you may be exposed to content that you find offensive or objectionable and agree that Special Minds will not be liable for any such content or any loss or damage incurred as a result of your use of the Service.

We uphold the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes upon the copyright or other intellectual property rights of any person. If you are a copyright owner, or authorized on behalf of one, and believe that copyrighted work has been copied in a way that constitutes copyright infringement through the Service, you must submit a written notice to our copyright agent via email [Azaneaquek@hotmail.com]. Your notice must include a detailed description of the alleged infringement. Please note that you may be held accountable for damages, including costs and attorneys' fees, for misrepresenting that any Content infringes upon your copyright.

#### **a. Links to Other Websites**

Our Service may include links to third-party websites or services that are not operated or controlled by Special Minds. We have no control over and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that Special Minds shall not be liable for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services. We recommend that you review the terms and conditions and privacy policies of any third-party websites or services you visit.

### **6. Use of communication services**

The Website may feature communication services such as chat areas (blog), news groups, communities, forums, calendars, personal web pages, or other message facilities designed for public or group communication. These communication services are intended for the exchange of material and messages that are appropriate and relevant to the specific communication service. While using these communication services, you agree not to engage in activities such as harassing, abusing, stalking, threatening, defaming, or violating the legal rights (including privacy and publicity rights) of others. Additionally, you shall not post, distribute, upload, or publish any inappropriate, defamatory, infringing, obscene, indecent, or unlawful material, information, name, or topic. Uploading files containing software or other materials protected by intellectual property laws is prohibited unless you own or control the rights or have obtained necessary consent. Advertising or soliciting goods or services for any business purpose is only allowed if the communication service explicitly permits such messages.

Special Minds is not obligated to monitor the communication services and disclaims any liability related to the content, messages, or information found in these services. The views expressed by managers and hosts do not necessarily reflect those of Special Minds, and they are not authorised spokespersons for Special Minds. Special Minds retains the right to review and remove materials posted to a communication service at its sole discretion. Your access to any communication service may be terminated without notice and for any reason by Special Minds.

### **7. Arbitration**

In the event that the parties are unable to resolve any dispute arising from or related to the Terms of Service, or any provisions thereof, whether in contract, tort, or otherwise under law or equity for damages or any other remedy, such dispute shall be exclusively settled through final and binding arbitration or a comparable alternative dispute resolution service chosen by the parties, within the jurisdiction of Singapore. The arbitrator's decision shall be conclusive, and judgment may be entered upon it in any court with appropriate jurisdiction. In case of any legal or equitable action, proceeding, or arbitration arising from or

related to these Terms and Conditions, the prevailing party shall be entitled to recover reasonable costs and fees. By agreeing to these Terms, the user consents to the arbitration of all disputes and claims arising directly or indirectly from these Terms, including tort claims resulting from these Terms and Conditions.

## **8. Changes to These Terms and Conditions**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. Special Minds also reserves the right to cancel or cease offering any mentioned Services. Users and members acknowledge that Special Minds is not liable for such changes or terminations.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please discontinue using the website and the Service.

Unless explicitly stated otherwise, this agreement constitutes the entire understanding between you and Special Minds regarding the Website, superseding all prior or contemporaneous communications and proposals, whether conveyed electronically, orally, or in writing, between you and Special Minds concerning the Website. A printed copy of this agreement and any notice provided in electronic form shall be admissible in judicial or administrative proceedings related to this agreement, under the same conditions as other documents and records originally generated and maintained in printed form. The parties expressly agree that this agreement and all associated documents be drafted in English.

## **9. Contact Us**

If you have any questions about these Terms and Conditions, You can contact us:

- By visiting this page on our website: [[www.specialminds.com.sg](http://www.specialminds.com.sg)]
- By sending us an email: [[hello@specialminds.com.sg](mailto:hello@specialminds.com.sg)]