
LEGAL — EMPLOYER AGREEMENT

Employer Terms of Service

The terms governing your use of Mothermind at Work

EFFECTIVE
17 May 2026
Subject to yearly legal review

ISSUED BY
Mothermind Limited

Preamble

These Employer Terms of Service ("**Terms**") govern access to and use of the Mothermind at Work platform and services (the "**Services**") by the organisation purchasing the Services (the "**Employer**", "**you**", "**your**").

These Terms form a legally binding agreement between the Employer and:

Mothermind Limited [or trading entity name to be confirmed], a company registered in England and Wales under company number [XXXXXXXX], with registered office at [REGISTERED ADDRESS] ("**Mothermind**", "**we**", "**our**", "**us**").

By accepting these Terms (whether by clicking "I agree", signing an order form, or commencing use of the Services), you confirm you have read, understood, and agreed to be bound by them, and that you have authority to bind the Employer organisation.

1. The Services

1.1 Mothermind provides workplace support services relating to fertility, pregnancy, pregnancy loss, parenthood, return to work, and related wellbeing through:

- educational resources and digital content;
- webinars and recorded sessions;
- employee 1:1 support sessions delivered by qualified practitioners;
- workplace policy guidance and templates;
- manager guidance and toolkits;
- platform reporting and aggregated engagement analytics.

1.2 Mothermind may update, modify, or improve platform features and content at any time. Material changes affecting the core service will be notified in writing.

1.3 Founding Member and Beta access: where the Employer is identified as a Founding Member or Beta participant, the Employer acknowledges that the Services may evolve during this phase and that certain features may be added, modified, or removed.

1.4 **Geography of Service.** The Services are designed for and provided to employers incorporated and trading in the UK whose employees are physically resident in the UK. Mothermind does not currently support delivery of clinical or specialist support to employees based outside the UK. The Employer will not invite or authorise employees based outside the UK to use the Services without Mothermind's prior written agreement.

2. Clinical and Regulatory Framework

2.1 **Practitioner regulation.** Mothermind practitioners delivering clinical or specialist support hold current registration with their relevant UK professional regulatory body, including but not limited to the Nursing and

Midwifery Council (NMC), Health and Care Professions Council (HCPC), or British Association for Counselling and Psychotherapy (BACP). Practitioners operate within their scope of practice and applicable professional codes of conduct.

2.2 Clinical governance. Mothermind operates a clinical governance framework which includes practitioner supervision, professional record-keeping consistent with regulatory standards, complaints management, incident reporting, and ongoing professional development.

2.3 Scope of service. Employee support sessions are specialist non-emergency support, education, and signposting. They are **not**:

- emergency or crisis care;
- psychiatric assessment, diagnosis, or treatment;
- prescription or medication management;
- acute medical care or obstetric care;
- a substitute for the employee's GP, midwife, mental health team, or other NHS provider.

2.4 Out of scope referrals. Where employees present with concerns outside the scope of Mothermind's services — including suicidal ideation, self-harm, psychosis, severe perinatal mental illness, obstetric emergencies, or safeguarding concerns — practitioners will signpost to appropriate NHS or emergency services and may, where professionally indicated, contact emergency services directly.

2.5 Insurance. Mothermind maintains professional indemnity insurance and public liability insurance appropriate to the Services provided.

3. Employer Responsibilities and Warranties

3.1 The Employer warrants and agrees that:

- (a) it has authority to enter into these Terms and to bind the Employer organisation, and where applicable, the entity that lawfully employs the individuals who will access the Services;
- (b) it will provide accurate company and employee information;
- (c) it has provided employees with a privacy notice that covers the processing of their personal data by Mothermind, or will do so before granting employees access;
- (d) it has a lawful basis under UK GDPR Article 6 (and, where applicable, Article 9) for sharing employee personal data with Mothermind;
- (e) it will manage employee eligibility and access appropriately and will deactivate access when an employee leaves the organisation;
- (f) it will **not** pressure or compel employees to use the Services;
- (g) it will **not** retaliate or discriminate against any employee who does or does not engage with the Services;
- (h) it will **not** attempt to access, request, or compel disclosure of confidential employee session information;

- (i) it will comply with applicable UK data protection, employment, equality, and health and safety law;
- (j) it remains solely responsible for its own HR, employment, safeguarding (in respect of its workforce), occupational health, and management decisions.

4. Confidentiality of Employee Support Sessions

4.1 Employee support sessions are confidential between the employee and the Mothermind practitioner.

4.2 The Employer **does not have access to**:

- session content or recordings;
- practitioner clinical or support notes;
- messages, disclosures, or communications between practitioner and employee;
- the identity of any individual employee who has booked, attended, or declined to attend a session, except where the employee has chosen to disclose this to the Employer themselves.

4.3 Mothermind may provide the Employer with **limited aggregated administrative and engagement information**, including:

- total sessions booked across the workforce;
- aggregate attendance rates;
- aggregate engagement with resources and content;
- platform usage trends, presented in anonymised or aggregate form only.

4.4 Where the workforce is small enough that aggregate reporting could identify individuals, Mothermind will withhold or further aggregate data to protect confidentiality.

4.5 Mothermind may disclose otherwise-confidential information only where:

- (a) required by law, court order, or regulatory authority;
- (b) necessary to protect a person from serious harm (including under safeguarding obligations — see Section 5);
- (c) required under practitioner professional obligations.

5. Safeguarding

5.1 Mothermind operates an adult and child safeguarding policy aligned with the Care Act 2014 and Working Together to Safeguard Children (2023) guidance.

5.2 Where safeguarding concerns arise during the course of providing Services, Mothermind practitioners may share information with appropriate authorities (including but not limited to the police, local authority safeguarding teams, or NHS services) **without the consent of the employee or Employer** where necessary to protect a person at risk of harm.

5.3 Mothermind maintains a designated safeguarding lead. The current safeguarding statement is published at [URL] and forms part of these Terms.

6. Data Protection

6.1 Both parties shall comply with all applicable UK data protection laws, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

6.2 The Parties acknowledge the following data roles:

- (a) The Employer is the **Data Controller** for employee account, eligibility, and access data shared with Mothermind;
- (b) Mothermind is a **Data Processor** when processing such data on the Employer's behalf for the purpose of providing platform access;
- (c) Mothermind is an **independent Data Controller** for confidential support session records, practitioner clinical notes, safeguarding records, clinical governance records, and associated practitioner documentation.

6.3 The processing of special category data (including health data) is conducted under UK GDPR Article 9(2)(h) (provision of health or social care) and/or Article 9(2)(i) (public health), with appropriate professional secrecy obligations applying.

6.4 Further data protection terms are set out in the **Data Processing Addendum (DPA)** which forms part of these Terms.

6.5 Mothermind operates an Appropriate Policy Document covering its processing of special category data, available on request.

7. Subprocessors

7.1 Mothermind uses trusted third-party subprocessors to deliver the Services. Current subprocessors include providers for:

- hosting and infrastructure (Supabase, UK/EU hosted);
- payment processing (Stripe);
- scheduling and booking (Calendly);
- communications and email delivery;
- analytics and platform operations.

7.2 A current subprocessor list with locations and processing purposes is available at [URL] and forms part of the DPA.

7.3 Mothermind will notify the Employer of any material change in subprocessors at least 30 days in advance where reasonably practicable. The Employer may object on reasonable data protection grounds within 30 days of notification. If the parties cannot resolve the objection, the Employer may terminate the

affected Services without penalty.

8. Fees, Billing, and Renewal

8.1 Fees, subscription tier, and term are set out in the Employer's order or selected plan.

8.2 Unless otherwise agreed:

- fees are payable in advance;
- subscriptions renew automatically for successive periods unless cancelled before the renewal date;
- fees are non-refundable once Services have commenced, except where required by law;
- Founding Member rates are locked for the period specified in the Founding Member offer.

8.3 Late or failed payments may result in suspension of access after 14 days' written notice.

9. Service Availability

9.1 Mothermind will use reasonable endeavours to ensure the platform is available and functional, but does not guarantee uninterrupted availability.

9.2 Mothermind may carry out planned maintenance and will give reasonable notice where this affects availability.

9.3 In the event of extended unavailability, Mothermind will discuss reasonable remedies with the Employer in good faith.

9.4 In the event Mothermind ceases trading, Mothermind will, where reasonably practicable in the circumstances, provide a managed wind-down including data return and onward referral information for employees with active engagements.

10. Intellectual Property

10.1 All platform content, branding, systems, educational materials, workflows, and service materials remain the intellectual property of Mothermind, except for content separately licensed.

10.2 The Employer is granted a non-exclusive, non-transferable licence to use Mothermind materials internally for the purpose of accessing and benefiting from the Services during the term of the agreement.

10.3 The Employer may not reproduce, distribute, sell, modify, or create derivative works of Mothermind materials without prior written permission.

10.4 The Employer retains ownership of its own data and content provided to Mothermind.

11. Marketing

11.1 Mothermind may reference the Employer's name and logo in marketing materials as a customer or Founding Member of Mothermind at Work, **only with the Employer's prior written consent**.

11.2 The Employer may withdraw such consent at any time on written notice.

12. Liability

12.1 Mothermind will perform the Services using reasonable care and skill.

12.2 Subject to clause 12.4, Mothermind's total aggregate liability arising under or in connection with these Terms shall not exceed the **greater of**:

(a) the fees paid by the Employer to Mothermind in the 12 months preceding the event giving rise to the claim; or

(b) £25,000.

12.3 Subject to clause 12.4, neither party shall be liable for indirect, consequential, special, or punitive losses, loss of profits, loss of business, or loss of goodwill.

12.4 Nothing in these Terms excludes or limits liability for:

(a) fraud or fraudulent misrepresentation;

(b) death or personal injury caused by negligence;

(c) breach of confidentiality obligations under Section 4;

(d) breach of data protection obligations resulting in regulatory fines or third-party claims;

(e) any liability which cannot be excluded or limited by law.

12.5 Mothermind is not liable for:

(a) employment decisions made by the Employer;

(b) employee conduct, workplace disputes, or organisational outcomes;

(c) clinical outcomes outside the documented scope of the Services;

(d) any reliance placed on Services beyond their stated purpose.

13. Term and Termination

13.1 These Terms commence on the date of acceptance and continue for the subscription period set out in the Employer's order, renewing as set out in Section 8.

13.2 Either party may terminate for convenience by giving the notice required under the agreed subscription terms.

13.3 Either party may terminate immediately on written notice if the other:

- (a) commits a material breach not remedied within 30 days of written notice;
- (b) becomes insolvent, enters administration, or ceases to trade.

13.4 On termination:

- (a) the Employer's administrative access ceases;
- (b) employee access is removed in line with the data retention schedule;
- (c) the Employer may export Employer-controlled data on request, subject to a reasonable time period;
- (d) Mothermind retains practitioner records and clinical governance data in accordance with applicable professional and legal obligations.

13.5 Termination does not affect accrued rights or outstanding payment obligations.

14. Data Retention

14.1 Unless otherwise required by law, regulation, or professional obligation, Mothermind retains data as follows:

Data Category	Retention Period
Employer commercial records	Term of contract + up to 6 years
Employee access/account records	Up to 12 months after termination
Session booking records	Up to 3 years
Practitioner clinical notes and governance records	Up to 8 years (extended to 25 years where notes relate to maternity care delivered to a person who was pregnant at the time of the session)
Safeguarding records	Up to 25 years or as required by safeguarding obligations

14.2 Retention periods reflect professional, regulatory, insurance, and legal obligations including NMC Record Keeping Guidance and NHS Records Management Code of Practice (2021).

14.3 On request, Mothermind will provide written confirmation of deletion where data has been deleted at the end of its retention period.

15. Complaints

15.1 Complaints may be raised by the Employer or any employee by contacting ****.

15.2 Complaints will be acknowledged within 5 working days and substantively responded to within 28 days.

15.3 Where the complainant remains dissatisfied:

(a) Data protection complaints may be escalated to the **Information Commissioner's Office (ICO)** at ico.org.uk;

(b) Complaints regarding practitioner conduct may be escalated to the relevant professional body (NMC, HCPC, BACP, etc.);

(c) The Employer retains all other legal remedies available.

15.4 Mothermind's full complaints policy is published at [URL].

16. Confidentiality (Mutual)

16.1 Each party shall keep confidential any non-public information disclosed by the other in connection with these Terms.

16.2 This obligation does not apply to information which:

(a) is or becomes publicly available without breach;

(b) was lawfully known before disclosure;

(c) is required to be disclosed by law or regulator.

17. Force Majeure

Neither party shall be liable for delay or failure in performance caused by events outside its reasonable control, including but not limited to acts of God, war, pandemic, civil unrest, regulatory change, failure of third-party infrastructure, or cyber-attack. The affected party shall notify the other promptly and use reasonable endeavours to mitigate.

18. Notices

Notices under these Terms shall be in writing and delivered to:

- For Mothermind: (with a copy to the registered office)
- For the Employer: the email address or registered office provided at sign-up

19. General

19.1 **Entire agreement.** These Terms, together with the DPA, the Privacy Notice, the Safeguarding Statement, and any order documentation, constitute the entire agreement between the parties and supersede all prior representations or agreements relating to their subject matter.

19.2 **Variation.** Mothermind may update these Terms by giving 30 days' written notice. Continued use after notice constitutes acceptance.

19.3 **Severability.** If any provision is held unenforceable, the remaining provisions remain in force.

19.4 **No waiver.** Failure to enforce any provision does not constitute a waiver.

19.5 **Assignment.** The Employer may not assign these Terms without Mothermind's written consent.

19.6 **Third party rights.** Except as expressly stated, no third party has rights under the Contracts (Rights of Third Parties) Act 1999.

20. Governing Law and Jurisdiction

20.1 These Terms are governed by the laws of England and Wales.

20.2 The courts of England and Wales have exclusive jurisdiction over any disputes.

Contact:

Mothermind Limited [Registered Address]

This document is version 1.0 and subject to legal review. Final version effective from [DATE].