

MyDeepTalk – Terms & Conditions

Effective Date: 12/06/2026

Welcome to MyDeepTalk (“MyDeepTalk,” “we,” “us,” or “our”). These Terms & Conditions (“Terms”) govern your access to and use of the MyDeepTalk mobile application, website, and related services (collectively, the “Platform”).

By creating an account or using the Platform, you agree to these Terms. If you do not agree, you must not use the Platform.

1. Eligibility

- You must be at least **18 years old** to use MyDeepTalk.
- By registering, you represent that all information provided is accurate and complete.
- We reserve the right to request identity verification where necessary.

2. Nature of the Platform

MyDeepTalk is a technology platform that:

1. Provides AI-powered self-reflection, journaling and personal development tools.
2. Facilitates connection, booking and communication between users and independent licensed therapists, counsellors, coaches or wellness professionals (“Therapists”).

MyDeepTalk does not provide medical, psychiatric, or therapeutic services directly.

All therapy or counselling services are provided independently by licensed professionals.

3. Account Registration & Security

- You are responsible for safeguarding your login credentials.
- You are responsible for all activity under your account.
- You must notify us immediately of unauthorized use.
- We may suspend or terminate accounts that violate these Terms.

4. Acceptable Use

You agree not to:

- Use the Platform for unlawful or harmful purposes.
- Harass, threaten, exploit or abuse others.
- Share defamatory, sexually explicit, violent or illegal content.
- Attempt to hack, reverse engineer, scrape or disrupt the Platform.
- Circumvent platform safeguards or moderation systems.

We reserve the right to remove content or restrict access at our sole discretion.

5. User Content

- You retain ownership of content you submit.
- You grant MyDeepTalk a non-exclusive, worldwide, royalty-free license to host, process, analyse and display such content for operating and improving the Platform.
- We may remove content that violates these Terms or applicable law.

6. Therapists & Professional Sessions

Independent Professionals

- Therapists are independent contractors and are not employees, agents or representatives of MyDeepTalk.
- MyDeepTalk does not supervise, control or direct Therapist services.
- We do not guarantee outcomes, effectiveness or suitability of any Therapist.

Licensing & Jurisdiction

- Therapists are responsible for maintaining valid professional licenses where required.
- Therapy services may be subject to local laws depending on the Therapist's and user's location.

7. Booking, Payments & Refunds

Payments

- Pricing and availability are set by individual Therapists.
- Payments may be processed through MyDeepTalk or third-party payment providers.
- By booking, you authorize us or our providers to charge the applicable fees.

Refunds

Refunds may be issued if:

- A Therapist cancels without rescheduling.
- A verified technical failure prevents session delivery.

Refunds may not be issued if:

- You fail to attend a session.
- You cancel outside the permitted cancellation window which is within 6 hours before the session start time.
- A session has been delivered.

Refunds are processed to the original payment method within 30 days.

8. Off-Platform Communication

- MyDeepTalk does not encourage communication outside the Platform.
- Off-platform interaction occurs at your own risk.
- We are not liable for harm, misconduct or disputes arising outside the Platform.

9. AI-Generated Content Disclaimer

- AI-generated responses are for informational and self-reflection purposes only.
- AI outputs are not medical, psychological, legal or financial advice.
- You are responsible for decisions made based on AI content.

10. No Emergency Services

MyDeepTalk and its Therapists do not provide emergency or crisis services.

If you are experiencing a crisis, contact local emergency services or a crisis hotline immediately.

11. Intellectual Property

All Platform software, design, branding, algorithms and content (excluding user content) are the property of MyDeepTalk.

You may not copy, reproduce, distribute or modify Platform materials without written consent.

12. Indemnification

You agree to indemnify and hold harmless MyDeepTalk, its directors, employees and affiliates from claims, damages or liabilities arising from:

- Your misuse of the Platform
- Your violation of these Terms
- Disputes between you and a Therapist

13. Limitation of Liability

The Platform is provided “as is” and “as available.”

To the maximum extent permitted by law:

- We do not guarantee uninterrupted or error-free service.
- MyDeepTalk is not liable for indirect, incidental, special or consequential damages.
- Our total liability shall not exceed the amount paid by you in the preceding 3 months.

14. Dispute Resolution

Any dispute arising from these Terms shall first be resolved through good-faith negotiation.

If unresolved, disputes shall be subject to binding arbitration in Nairobi, Kenya, unless otherwise required by applicable consumer protection laws.

15. Termination

- You may delete your account at any time.
- We may suspend or terminate access for violations or legal requirements.
- Termination does not affect outstanding payment obligations.

16. Changes to Terms

We may update these Terms periodically.

Continued use after updates constitutes acceptance.

17. Governing Law

These Terms are governed by the laws of the Republic of Kenya, without regard to conflict-of-law principles.