

Terms and Conditions

This agreement is entered into between the User of this Website and PLUSHEALTH YOUR HEALTH FIRST, LDA., with its registered office at Rua da Carvalha, No. 570, 2400 441 Leiria, with tax identification number 516 672 800 and contact +351 910 855 705, operating under the domain www.myplushealth.com, the owner of this Website.

The User agrees to be bound by these Terms and Conditions from the first use of the Website. If the User does not agree to be bound by these Terms and Conditions, they must immediately cease the use of the Website. No part of this Website constitutes a contractual offer by PLUSHEALTH YOUR HEALTH FIRST, LDA. that can be accepted. The User's request for a consultation/session is considered a contractual offer, and it is deemed accepted by PLUSHEALTH YOUR HEALTH FIRST, LDA. when an email is sent to the User indicating that their consultation/session has been accepted.

PLUSHEALTH YOUR HEALTH FIRST, LDA. reserves the right to modify these Terms and Conditions at any time. Please read these provisions carefully, as well as the Privacy Policy, before using the Service.

1. General

1.1.1 PLUSHEALTH YOUR HEALTH FIRST, LDA., operating under www.myplushealth.com, undertakes to offer the User the opportunity to conduct an online consultation/session through any of the channels provided by the platform.

1.1.2 The provision of consultation/session and its follow-up are subject to the terms and conditions of this agreement, as well as specific conditions stipulated in writing directly with the User, and to the Codes of Conduct and ethical rules of the Professionals providing the service.

2. User Guarantees

2.1 To register and use the services of this Website, the User guarantees that they are over 16 years old. For users under 16 years old, parents or legal guardians of the child must be aware of and give express consent to the use of these services.

2.2 The User agrees to provide correct and truthful information when registering and using this Website, in accordance with all terms of use. Additionally, the User agrees to keep their login information secure and to contact us immediately if they suspect any misuse.

2.3 The User guarantees and commits to providing truthful and honest information when filling out the requested data on the Website, providing all relevant information truthfully and to the best of their ability.

2.5 By agreeing to these Terms and Conditions, the User accepts that they may be contacted by PLUSHEALTH YOUR HEALTH FIRST, LDA. or its authorized representative, if necessary, even if not specifically requested, for matters related to the management of consultations/sessions and other services they have contracted.

2.6 The User is aware and agrees that the purpose of the services provided is to support and not replace the relationship between the User and the respective psychology professionals providing services at PLUSHEALTH YOUR HEALTH FIRST, LDA..

2.7 The validity of this Agreement is immediately nullified if the User responds falsely to any question or provides incorrect data.

3. Disclaimers

3.1 We do not represent or provide any warranty regarding the accuracy, reliability, or continuous supply of any of the information included on this Website. The services and information on this Website are intended for general information and use and not to address your specific requirements.

3.2 All services/products sold on the website www.myplushealth.com comply with Portuguese legislation. PLUSHEALTH YOUR HEALTH FIRST, LDA. disclaims any responsibility in case of violation of the laws of the country where the User enjoys the service. Therefore, it is the User's responsibility to check with local authorities the conditions for using the services they wish to be provided.

3.3 We reserve the right, at our sole discretion but without any obligation, to make changes or improvements, or to withdraw or correct any error or omission in any part of the material, or to suspend or terminate the Website, without prior notice, so we advise regular consultation.

3.4 PLUSHEALTH YOUR HEALTH FIRST, LDA. is not responsible for damages to Users' or third parties' computer equipment during navigation on the Website, despite making every effort to ensure the highest possible security.

3.5 Our services and the materials on this Website are provided by us "as is," and we expressly disclaim any and all warranties (under clauses 3.1, 3.2, 3.3, 3.4 above), express or implied, to the extent permitted by applicable law.

3.6 To the maximum extent permitted by applicable law, we exclude any liability for claims, losses, requests, or damages of any kind regarding our services, information, and materials provided by us, including, without limitation, direct, indirect, incidental, or consequential losses or damages. This applies whether such claims, losses, or damages arise from torts, contractual rights, negligence, legal rights, or otherwise.

3.7 Your visit and use of this Website and any dispute regarding liability are subject to these disclaimers and the laws of Portugal.

4. Intellectual Property

4.1 All material included and presented on this Website, including, among others, texts and images, is protected by our copyright, trademark, or similar rights, or by the copyright, trademark, or similar rights of third parties, except where expressly indicated.

4.2 We reserve all rights and strictly prohibit any unauthorized use or duplication of any content subject to intellectual property rights contained on this Website. Any rights to print or download with legal authorization are limited to the User's personal use. However, the use of any material for commercial purposes is not allowed.

4.3 Any copies of pages on this Website that you save, regardless of the medium, can only be used for later viewing or for printing extracts for personal use.

4.4 Unless expressly permitted in writing, the creation of a database in any form from these web pages is not allowed.

4.5 Additionally, the User is prohibited from:

4.5.1 Copying, reproducing, storing (in any medium or format), distributing, transmitting, modifying, or creating derivative works of all or part of this Website or the materials or software included in it, or provided through it, without our prior written authorization (which may be granted or not at our sole discretion).

4.5.2 Using this Website, materials, or software for any illegal purpose or in violation of any applicable law, or to achieve any purpose or in any way that may create a false or misleading impression.

4.5.3 Uploading or transmitting any defamatory, offensive, or obscene material, or any device, software, file, or mechanism that may interfere with the operation of this Website or the systems operating on it.

4.5.4 Establishing any links to this Website without our prior written authorization.

4.5.5 Allowing or encouraging others to violate any of the above restrictions.

We reserve the right to initiate proceedings regarding any violation of the above restrictions against the User or any third party, including, among others, for damages or losses that may have been incurred as a result of such violation.

5. Appointment Booking

To make appointments through the website www.myplushealth.com, it is necessary to complete the account registration after payment, including email confirmation. The collected data is essential for billing the consultation.

How to Book:

If you are on the main page of myplushealth.com, choose the type of specialty you want and the date and time for the consultation. The system will find the psychologist or psychiatrist suitable for you; if there is no specialist for the selected time, alternatives will be presented. Before making the payment, the specialty, the healthcare professional, and the date and time are confirmed.

If you have already booked other appointments and want to make new ones, you can access your customer area and book the appointment with the psychologist who has already been assigned to you. There is also the possibility to change the assigned professional.

Confirm the appointment information:

Professional

Specialty

Date and Time

Amount

If you have a discount code, use the code to proceed with the appointment and choose the payment method.

If this is your first time booking, you need to fill in some additional personal information, such as billing details. From the next times you book, this information is automatically filled in.

Choose the most convenient payment method for you.

Complete the appointment, and you will automatically receive an email with a pending appointment.

The appointment is automatically confirmed if you pay via MBWay or Visa. If you chose another payment method, in this case, the other available one, payment by MB reference has up to 2 hours to make the payment; otherwise, the appointment is rejected, and you will have to make a new appointment.

It is possible to request rescheduling of the consultation/session up to 24 hours before the agreed date. Any rescheduling request made after that period implies no refund of the amount paid for the consultation/session.

Until the consultation/session takes place, and if any of the data is incorrect, you can immediately request its amendment.

To assist both the User and the Professional, PLUSHEALTH YOUR HEALTH FIRST, LDA. has a system of notifications and confirmations that reminds the parties of the date and time of the consultation/session, but it is not responsible for the presence of both on the agreed day and time.

In the confirmation email, you can add the appointment to your personal calendar and choose the notification time you want to be reminded of.

If on the agreed day and time the User does not attend the session/consultation, the Professional will only wait for 20 (twenty) minutes after the agreed time. After this period, it is considered a breach by the User, and the amount paid for the consultation/session will not be refunded.

If the User arrives late for the scheduled session, having previously informed PLUSHEALTH YOUR HEALTH FIRST, LDA. of the delay, the session will take place in the same way, although with a proportionally shorter duration due to the delay, as it should be concluded, however, at the initially agreed time.

The validation of the appointment request implies that the User has expressly acknowledged and accepted these Terms and Conditions of Use and Contracting, available for consultation on the website www.myplushealth.com.

The data recorded by PLUSHEALTH YOUR HEALTH FIRST, LDA. constitutes evidence of all types of transactions carried out between PLUSHEALTH YOUR HEALTH FIRST, LDA. and the User. It is the responsibility of PLUSHEALTH YOUR HEALTH FIRST, LDA. to archive the electronic document(s) formalizing the contract and keep it accessible.

6. Payments

Payments made by Users for the contracted services will be processed through the means made available at any given time for this purpose, as listed on the Website via Easypay - Instituição de Pagamento Lda:

Credit card (Visa, Mastercard);
Multibanco reference;
MbWay.

Payment is made in advance of the consultation/session, and only with the completion of the payment and its receipt is the consultation/session definitively confirmed. PLUSHEALTH YOUR HEALTH FIRST, LDA. ensures that the means provided are reliable and secure for the User.

7. Prices

7.1 Prices are in Euros, including taxes and fees, considering the VAT in force at the date of payment for the order.

7.2 If there is an increase in the price of any service, the User will be informed immediately and can choose to continue their order (by paying the difference) or cancel it.

8. Cancellations

8.1 The User has the right to terminate the contract at any time and without the need for justification within 14 days from the conclusion of the contract or from the first moment they pay for a service to PLUSHEALTH YOUR HEALTH FIRST, LDA. The exception is if there is a confirmed and paid appointment for the same day the user requests the cancellation. In this case, there will be no refund of the amount paid, meaning the user must request cancellation up to 24 hours before the scheduled session.

8.2 Within 14 days from the date PLUSHEALTH YOUR HEALTH FIRST, LDA. is informed of the decision to terminate the contract, it must refund the User for all payments received for consultations/sessions not yet provided.

8.3 Non-payment of the requested service up to 24 working hours before the scheduled date for its provision implies the automatic cancellation of that appointment.

8.4 PLUSHEALTH YOUR HEALTH FIRST, LDA. reserves the right to unilaterally cancel the appointment whenever there is a programming error, malfunction of PLUSHEALTH YOUR HEALTH FIRST, LDA.'s computers, as well as if the contractual proposal arrives deformed at its destination, and the error concerns an essential element of the contract.

8.5 If the client cancels the services within the deadlines they are entitled to, PLUSHEALTH YOUR HEALTH FIRST, LDA. will refund the amount received within a maximum of 5 working days. In other words, the client will be reimbursed the amount paid, deducted from any commissions that the company has paid for the chosen payment method.

8.6 Whenever possible, the refund should be made through the same payment method, but if not possible, the user must provide proof of payment and account or card ownership for the refund to be made by bank transfer.

8.7 The request must be sent in writing to the contact email info@myplushealth.com.

9. Rescheduling

You can only reschedule your sessions with more than 24 hours' notice. If you reschedule with less than 24 hours' notice, we will consider the consultation as completed, and you will have to schedule and pay for a new one. Even if you haven't paid yet, you will have to pay for this scheduled consultation.

These measures consider respect for the professional's activity and the vacancy that was confirmed just for you, as well as the therapeutic work that is being done with you, assuming that you take care of yourself and prioritize events just for you, psychotherapy/psychiatry consultation.

Note: The exceptions we consider for these reschedules are the death of a close family member, sudden illness after scheduling that was already scheduled, hospital stay, or another event that effectively prevents attendance at the session, such as disasters or lack of internet.

10. Applicable Legislation

All purchases/appointments made on the website www.myplushealth.com are subject to Portuguese and European legislation. Any conflict or divergence in the interpretation of these General Terms and Conditions of Use and Contracting will be submitted to the competent Portuguese court, without prejudice to the provisions of mandatory international and community law.

These General Terms and Conditions of Use and Contracting were updated on March 1, 2022.

Last Update: June 14, 2022

Privacy Policy

PLUSHEALTH YOUR HEALTH FIRST, LDA. (hereinafter referred to as PLUSHEALTH) is committed to processing your personal data in accordance with the General Data Protection Regulation (GDPR) and other relevant legislation.

This policy governs the processing of personal data of users ("Users") collected during the use of the site by PLUSHEALTH.

Personal data collected by PLUSHEALTH will be treated lawfully, fairly, and transparently. Only data that is adequate, relevant, and limited to the purposes for which it is processed, such as managing appointments and other contracted services, will be collected.

The processing of personal data by PLUSHEALTH ensures their security, protection against unauthorized or unlawful processing, and against accidental loss, destruction, or damage. Appropriate technical or organizational measures are adopted to ensure their integrity and confidentiality.

The use and access to the site do not imply the provision of personal data. However, using specific site features, such as appointment scheduling, contact requests, or newsletter subscriptions, will involve providing identification data (first and last name), contact information (phone, email, and preferred schedule), and the reason for the consultation/session.

Health-related data will always be processed by or under the responsibility of a professional bound by professional secrecy.

Certain services and content available through the site (www.myplushealth.com) do not require subscription or registration, and therefore, the processing of personal data is not necessary.

Data Controller

The entity responsible for collecting and processing your personal data for the purposes mentioned in this privacy policy, except for those referred to in the section "Legal Basis for the Processing of Personal Data by Psychologists," is PLUSHEALTH YOUR HEALTH FIRST, LDA., a commercial company with tax identification number 516672800, headquartered at Rua da Carvalha, nº 570, 90, 2400 441 Leiria (hereinafter referred to as PLUSHEALTH). You can contact PLUSHEALTH at the mentioned address or preferably via email at info@myplushealth.com.

Legal Basis for Processing Personal Data

The use of services available on the site www.myplushealth.com implies the processing of personal data, including special categories of data (such as appointment scheduling/cancellation, newsletter subscription, requests for clarification, help requests, comments). This data is processed based on the consent of the data subject,

as specified in the consent field for the processing of personal data and agreement with this privacy policy.

Legal Basis for Processing Personal Data by Psychologists/Psychiatrists

Personal data processed by psychologists/psychiatrists will be for the purpose of providing a service and based on the contract between the parties. Special categories of data processed during consultations by psychologists, acting as data controllers, will be based on the necessity of treatment for the provision of healthcare services.

All health-related data will always be processed by or under the responsibility of a professional bound by professional secrecy.

During the execution of the contract, all health-related data will always be processed by or under the responsibility of a professional bound by professional secrecy.

Purposes of Personal Data Processing

Your personal data (identification data, contact data, and data related to the reason for the consultation) are processed for the purpose of scheduling and managing consultations, based on your explicit consent.

Your personal data are also processed for contacting Users about issues related to services provided by PLUSHEALTH and for billing purposes (including payment management, complaints, and disputes when applicable), as well as for compliance with all current legal and regulatory obligations (e.g., billing and accounting records).

Your personal data may also be used to send you information and promotional materials, via mail or email, about PLUSHEALTH, its products, initiatives, or events if you consent to it.

Recipients or Categories of Recipients of Personal Data

The processing of your personal data for the indicated purposes will be carried out by PLUSHEALTH and its employees and by subcontracted entities responsible for managing the website on the Internet, accounting, customer service, and database management. These entities will process your personal data exclusively on behalf, on account, and according to the instructions of PLUSHEALTH, as contractually agreed.

Your personal data may also be disclosed to authorities that may legitimately receive them under legal or regulatory terms.

Data Retention Period

PLUSHEALTH will retain the personal data subject to processing for as long as your consent is maintained or for a different period if required by applicable legislation. Access data to the site will be retained for the period Users maintain an active access account, except for access logs, which are retained for a maximum period of 1 year or other periods as provided by law.

Personal Data of Children

PLUSHEALTH recognizes the importance of protecting the privacy of children, especially in the interactive online world.

If the User is under 16 years of age, the processing of their personal data requires explicit consent from the individuals with parental responsibilities for the child. PLUSHEALTH undertakes to make every effort to verify that consent has been given or authorized by the individuals with parental responsibilities for the child.

Right of Access, Rectification, and Erasure of Personal Data. Right to Restrict Processing, Right to Object to Processing, and Right to Data Portability. Right to Withdraw Consent.

According to applicable law, you can request, at any time, access to your personal data, as well as its rectification, deletion, or restriction of processing, the portability of your data, or object to its processing.

You can also, through the mentioned means, withdraw your consent for the processing of data for the indicated purposes. According to the law, you have the right to withdraw your consent at any time, which does not invalidate the processing carried out until that date based on the previously given consent.

You can exercise your rights listed above with PLUSHEALTH by sending an email to info@myplushealth.com or written communication to the following address: PLUSHEALTH YOUR HEALTH FIRST, LDA., Rua Actor Taborda, n.º 27, 6.º, 1000 – 007 Lisbon.

Right to Lodge a Complaint with a Supervisory Authority

Under applicable community regulations, it is informed that the data subject has the right to lodge complaints regarding the processing of personal data with the competent supervisory authority, namely the National Data Protection Commission (Address: Rua de São Bento, n.º 148, 3., 1200 – 821 Lisbon; Telephone: (+351) 213928400; Fax: (+351) 213976832; email: geral@cnpd.pt), if they believe that the processing of their data by PLUSHEALTH violates the legal framework in force at any given time.

Collection of Data on Open Networks

Despite the efforts and security mechanisms adopted by PLUSHEALTH, when collecting data on open networks, your personal data may circulate on the network without security conditions, risking being viewed and used by unauthorized third parties.

In any case, PLUSHEALTH employs all security measures deemed appropriate in the processing of your personal data.

It is also highlighted that PLUSHEALTH does not have access to your health information (except for information communicated through the "preference area" option when scheduling a consultation/receiving a psychology consultation report). Such information is exclusively processed by the healthcare providers chosen by you, who comply with PLUSHEALTH's data protection guidelines.

Users are responsible for ensuring that the computer used to access the site is adequately protected against harmful software, computer viruses, and worms.