### **TERMS & CONDITIONS**

The use of the Online Counselling Services by a person (you) is subject to these terms of service. These terms of service contain important information, including warranty disclaimers and limitations of liability. Your use of the Online Counselling Services constitutes acceptance of these terms of service.

## Limitation of liability

Subject to the consumer guarantees provided for in consumer protection legislation, Robin Bodhi Counseling will exclude all liability for any loss, damage, claim, cost or expense whatsoever arising out of or in connection with these terms, the Counselling Website, the content of the Counselling Website and the Online Counselling Services.

### Access and communication

Robin Bodhi Counseling does not warrant that you will have continuous access to the Online Counselling Services. Robin Bodhi Counseling will not be liable in the event that the Counselling Website is unavailable to you due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply. You are reminded that if the Online Counselling Services are unavailable, you may access counselling services by telephone at 503-658-9557 or if it is an Emergency, please call the emergency services in your county.

# Payment

Payment is normally made at the end of each session, or paid in advance for a set number of sessions. Simple Practice is the portal where payment will be charged. The therapist will endeavour to give you as much advance notice as possible in terms of holidays or of any other need to cancel a future appointment.

## Cancellation and missed session policy

If you are unable to attend your appointment please let us know as soon as possible. The required notice for cancellation is 24 hours. Where there is less notice, or if you fail to attend your appointment, the full fee will be charged. We hope clients appreciate that it is rarely possible to fill these appointments at such short notice which is why we are obliged to charge for the Therapist's time.

# Confidentiality

Confidentiality is an integral part of counselling and psychotherapy and is seen as essential to building the therapeutic relationship and ensuring the client's sense of safety. The therapeutic process encourages the client to be as open and honest as possible and inevitably personal experiences and sensitive information is disclosed. It is vital therefore that the client can trust that everything discussed will remain completely confidential. All information will remain confidential unless both the client and therapist agree to discuss something with a third party. The only circumstance where confidentiality might be broken would be if there was a serious risk to the client's life or if another person's life was at risk; alternatively, in the rare instance where the therapist

was liable to civil or criminal court proceedings if they did not disclose client information. If at all possible this would be discussed at length with the client beforehand and everything would be done to safeguard client confidentiality despite.

## Handling of personal information

Robin Bodhi Counseling holds all records securely and ensures the utmost confidentiality in the treatment of any information held about its clients. No information will be disclosed without the client's written permission, except under certain rare legal circumstances (e.g. Child Protection). Robin Bodhi strictly subscribes to the ACA Code of Ethics for Counselors and Psychotherapists. Robin Bodhi is fully insured for professional liability and maintains regular supervision for all client work undertaken.

#### Disclaimer

The content on Robin Bodhi Counseling website is intended for information only. Whilst utmost care has been taken in the writing the information presented on the website we cannot guarantee its usefulness or accuracy. We accept no responsibility for any decisions made and accept no liability for any loss or damage based on the information found on this website. Anyone using information offered on this website does so at their own risk and will be considered to have taken full liability and responsibility for any damage or injury arising from its use.

### Website license

Robin Bodhi Counseling grants you a non-exclusive and non-transferable licence to use the information on the Counselling Website for your own personal use subject to the restrictions specified in, Prohibited Uses". You may not download (other than page caching) or modify the Counselling Website or any portion of the Counselling Website.

### Prohibited uses

In using the Online Counselling Services you must not: engage in any commercial activity including marketing, advertising or commercial promotion of goods or services, data mine or use robots or other data collection methods; impersonate or falsely claim to represent a person or organisation; defame, abuse, stalk, harass, threaten or otherwise violate the legal rights of others, including without limitation, rights relating to privacy and publicity; post, link to, or otherwise communicate or distribute any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information, or otherwise use the Online Counselling Services in a manner which is unlawful or would infringe the rights of another person including any intellectual property rights;or post, link to, or otherwise distribute any information, material or item which contains a virus, trojan horse, worm or other harmful or disruptive component.

Robin Bodhi Counseling may from time to time email you in order to inform you of changes to our services, keep you up to date with mental health news and inform you of special offers. You can unsubscribe at anytime.

#### **Termination**

Robin Bodhi Counseling may at any time immediately terminate your access (including restricting access) to our Website or any feature of our Website for any reason (including due to your breach or alleged breach of these terms of service) in its sole discretion and without prior notice. Any limitations of our liability survive such termination.

#### Jurisdiction and law

These terms of service are governed by and must be construed in accordance with the laws of the United States. You submit to the non-exclusive jurisdiction of the courts in respect of all matters arising out of or relating to these terms of service, their performance and subject matter.

## Severability

Each provision of these terms of service is severable from the others and severance of a provision will not affect any other provision.

# Changes to the Online Counselling Services and Counselling Website

The Counselling Website is subject to change at any time without notice and may contain errors.

Robin Bodhi Counseling may from time to time review and update these terms of service to take account of new laws, regulations, products or technology. Your use of our Online Services will be governed by the most recent terms of service posted on this Website. By continuing to use Robin Bodhi Counseling Online Services, you agree to be bound by the most recent terms of service.

### Contacting us

If you have questions about our Online Services, our Website, these terms of service or Robin Bodhi Counseling Privacy Policy, please contact us at: robinbodhicounseling@amail.com

Personal information is information or an opinion, in any form and whether true or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion. It includes your name, age and gender, as well as your sensitive information (which includes health information and ethnic origin).

## Collection, Use and Disclosure of Your Personal Information

We will only collect and use your personal information to provide you with our Online Services, including to: provide you with information and referrals; manage our ongoing relationship with you (including if you contact the contract information provided by us); resolve any legal and/or consumer complaints or issues; and comply with our legal obligations to report a risk of harm to you or another person.

We will only collect your personal information directly from you, or a person authorised by you to provide this information on your behalf In order to carry out the purposes listed above, we may disclose your personal information to persons or organizations such as: other parties who we refer you to for further assistance such as a local counselor. We will only provide your personal information to these people with your express consent; and other parties to whom we are authorised or required by law to disclose such information, such as government authorities or emergency services.

We will need to disclose your personal information to the relevant authority if we become aware that: there is a child or young person at risk of harm. This includes physical, sexual, emotional, psychological abuse or neglect; or there is a serious risk of harm to you or another adult person. We will always seek to inform you that we plan to take this action. In these situations, we will need to disclose your personal information to the relevant authority, which may include community services or emergency services such as the police, ambulance, child protection or mental health services.

## Your IP Address

Robin Bodhi Counseling may collect information about your computer, which may include your IP address (a number assigned to your computer when you register with an Internet Service Provider). If we are concerned that there is a child or young person at risk of harm or there is a serious risk of harm to you or another adult person, we may provide your IP address to the police.

# Access to Your Information and Contacting Us

Robin Bodhi Counseling will allow you to access and correct personal information we hold about you, as required by law. We may refuse to provide you with access to your personal information if, amongst other things, there may be a risk of harm to health, life or safety as a result of making the information available.

### **Parental Consent**

If you are under the age of majority for your State or Country you must have written permission from a legal parent or guardian.