# Terms and Conditions for Decipher Counselling Art Therapy Studio

A warm welcome to Decipher!

These terms and conditions outline the rules and regulations for the use of Decipher Counselling Art Therapy Studio's Website, located at deciphercounselling.com.

By accessing this website we assume you accept these terms and conditions. Do not continue to use Decipher if you do not agree to take all of the terms and conditions stated on this page. The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and all Agreements: "Client", "You" and "Your" refers to you, the person log on this website and compliant to the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of Netherlands. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

## Cookies

We employ the use of cookies. By accessing Decipher, you agreed to use cookies in agreement with the Decipher Counselling Art Therapy Studio's Privacy Policy. Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

#### License

Unless otherwise stated, Decipher Counselling Art Therapy Studio and/or its licensors own the intellectual property rights for all material on Decipher. All intellectual property rights are reserved. You may access this from Decipher for your own personal use subjected to restrictions set in these terms and conditions.

### You must not:

- Republish material from Decipher
- Sell, rent or sub-license material from Decipher
- Reproduce, duplicate or copy material from Decipher
- Redistribute content from Decipher

Parts of this website offer an opportunity for users to post and exchange opinions and information in certain areas of the website. Decipher Counselling Art Therapy Studio does not filter, edit, publish or review Comments prior to their presence on the website. Comments do not reflect the views and opinions of Decipher Counselling Art Therapy Studio, its agents and/ or affiliates. Comments reflect the views and opinions of the person who post their views and opinions. To the extent permitted by applicable laws, Decipher Counselling Art Therapy Studio shall not be liable for the Comments or for any liability, damages or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.

Decipher Counselling Art Therapy Studio reserves the right to monitor all Comments and to remove any Comments which can be considered inappropriate, offensive or causes breach of these Terms and Conditions.

You warrant and represent that:

- You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;
- The Comments do not invade any intellectual property right, including without limitation copyright, patent or trademark of any third party;
- The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material which is an invasion of privacy
- The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant Decipher Counselling Art Therapy Studio a non-exclusive license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

## Hyperlinking to our Content

The following organizations may link to our Website without prior written approval:

- Government agencies;
- Search engines;
- News organizations;
- Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and
- System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

- commonly-known consumer and/or business information sources;
- dot.com community sites;
- associations or other groups representing charities;
- online directory distributors;
- internet portals;
- accounting, law and consulting firms; and
- educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavorably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of Decipher Counselling Art Therapy Studio; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an e-mail to Decipher Counselling Art Therapy Studio. Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

Approved organizations may hyperlink to our Website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator being linked to; or
- By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.

No use of Decipher Counselling Art Therapy Studio's logo or other artwork will be allowed for linking absent a trademark license agreement.

### iFrames

Without prior approval and written permission, you may not create frames around our Webpages that alter in any way the visual presentation or appearance of our Website.

## **Content Liability**

We shall not be hold responsible for any content that appears on your Website. You agree to protect and defend us against all claims that is rising on your Website. No link(s) should appear on any Website that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

## **Your Privacy**

Please read Privacy Policy

#### **Reservation of Rights**

We reserve the right to request that you remove all links or any particular link to our Website. You approve to immediately remove all links to our Website upon request. We also reserve the right to amen these terms and conditions and it's linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms and conditions.

#### Removal of links from our website

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us any moment. We will consider requests to remove links but we are not obligated to or so or to respond to you directly.

We do not ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains available or that the material on the website is kept up to date.

#### Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty. As long as the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature. Visiting or participating on this site does not replace professional counselling. Using information on this site is strictly at your own risk and no professional services are being rendered.

Please check with your therapist to confirm their individual policies. Unless they have told you otherwise, the below policies apply for all appointments booked through Decipher Counselling Art Therapy Studio

## **Booking Policy**

Appointments can be booked online, by email or by phone, and can be booked directly through your therapists from our booking site, deciphercounselling.janeapp.com. For appointments booked under 24 hours in advance you must go through the therapist you are booking with directly as we can't guarantee availability within 24 hours.

## **Cancellation Policy**

If you need to cancel or reschedule a session, we ask that you provide us with 48 hours notice. When a client cancels without giving enough notice, it prevents another client from being seen. For this reason, the full fee of the session is charged for missed appointments or late cancellations. Missed payments will lead to the suspension of counselling services until payment in full has been made. We do not charge for emergencies (please show a letter or report for your counsellor for updates on your situation). In addition, clients are responsible for coming to their session on time. If you are late, your appointment will still need to end on time.

## Contacting us

Our preferred way of communication is via email. Please check your 'junk' or 'spam' folders in case the emails are going there. Often we may not be immediately available by telephone. We do not answer our phones when with clients, driving, or otherwise unavailable. We will make every attempt to inform you in advance of planned absences.

## Email

We regularly check and respond to our emails within 72 hours, unless otherwise stated due to vacation or time away from office. We do not provide therapy or counselling via email, or any other messaging platforms (i.e Facebook, Instagram, LinkedIn, Whatsapp etc.).

#### Medical Concerns

If you are dealing with any medical issues please consult with your doctor before accessing services. We are not doctors and so cannot provide medical advice or diagnoses. Counsellors and psychotherapists are not trained to prescribe any medication.

#### Insurance

At this time we do not do direct billing. It is your responsibility to communicate with your insurance provider what coverage is available. We fall under the Psychotherapy designation of coverage. Before booking an appointment, please check with your provider whether Registered Clinical Counsellors (RCC) and Canadian Certified Counsellors (CCC) are covered under your plan. If eligible for coverage, you will make the payment for the session first. After we receive the payment, we will provide you with a receipt that has all the information you need to receive reimbursement from your extended health plan or insurance provider for the session.

#### **Social Media Policy**

Social Media is a fantastic tool that helps people get informed and engaged. Please read it to understand how we conduct ourselves on the Internet as mental health professionals and how you can expect us to respond to various interactions that may occur between us on the Internet.

### Friending:

Due to the nature of our therapeutic relationship and boundaries, we do not add, accept friend or contact requests from current or former clients on my personal online social networks (Facebook, Instagram, Twitter, LinkedIn etc.). You are welcome to view those accounts, but it is important to recognize the limits of confidentiality when following, commenting, or "liking" a post.

#### Interacting:

Please do not use direct messaging on social network sites to contact us. These sites are not secure and we do not read these messages in a timely fashion. If you have questions about this, please bring them up when we meet and we can talk more about it. If you need to contact us between sessions, the best way to do so is through email.

#### Following:

You are welcome to use at your own discretion in choosing whether to follow our therapy account @arttherapywithlinda. Please note that we will not follow you back. We mainly follow other health professionals and local businesses on social media and we do not follow current or former clients. It may also create the possibility that these exchanges become a part of your record and will need to be documented and archived in your chart. If there are things from your online life that you wish to share with me, please bring them into our sessions where we can view and explore them together, during the therapy hour.

#### Privacy Policy for Decipher Counselling Art Therapy Studio

At Decipher, accessible from deciphercounselling.com, one of our main priorities is the privacy of our visitors. This Privacy Policy document contains types of information that is collected and recorded by Decipher and how we use it.

If you have additional questions or require more information about our Privacy Policy, do not hesitate to contact us.

#### Log Files

Decipher follows a standard procedure of using log files. These files log visitors when they visit websites. All hosting companies do this and a part of hosting services' analytics. The information collected by log files include internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date and time stamp, referring/exit pages, and possibly the number of clicks. These are not linked to any information that is personally identifiable. The purpose of the information is for analyzing trends, administering the site, tracking users' movement on the website, and gathering demographic information.

#### **Cookies and Web Beacons**

Like any other website, Decipher uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.

For more general information on cookies, please read <u>"Cookies" article from the Privacy Policy</u> <u>Generator</u>.

#### Google DoubleClick DART Cookie

Google is one of a third-party vendor on our site. It also uses cookies, known as DART cookies, to serve ads to our site visitors based upon their visit to www.website.com and other sites on the internet. However, visitors may choose to decline the use of DART cookies by visiting the

Google ad and content network Privacy Policy at the following URL – <u>https://policies.google.com/technologies/ads</u>

### **Our Advertising Partners**

Some of advertisers on our site may use cookies and web beacons. Our advertising partners are listed below. Each of our advertising partners has their own Privacy Policy for their policies on user data. For easier access, we hyperlinked to their Privacy Policies below.

Google
<u>https://policies.google.com/technologies/ads</u>

## **Privacy Policies**

You may consult this list to find the Privacy Policy for each of the advertising partners of Decipher.

Third-party ad servers or ad networks uses technologies like cookies, JavaScript, or Web Beacons that are used in their respective advertisements and links that appear on Decipher, which are sent directly to users' browser. They automatically receive your IP address when this occurs. These technologies are used to measure the effectiveness of their advertising campaigns and/or to personalize the advertising content that you see on websites that you visit.

Note that Decipher has no access to or control over these cookies that are used by third-party advertisers.

## Third Party Privacy Policies

Decipher's Privacy Policy does not apply to other advertisers or websites. Thus, we are advising you to consult the respective Privacy Policies of these third-party ad servers for more detailed information. It may include their practices and instructions about how to opt-out of certain options.

You can choose to disable cookies through your individual browser options. To know more detailed information about cookie management with specific web browsers, it can be found at the browsers' respective websites. What Are Cookies?

#### **Children's Information**

Another part of our priority is adding protection for children while using the internet. We encourage parents and guardians to observe, participate in, and/or monitor and guide their online activity.

Decipher does not knowingly collect any Personal Identifiable Information from children under the age of 13. If you think that your child provided this kind of information on our website, we strongly encourage you to contact us immediately and we will do our best efforts to promptly remove such information from our records.

#### **Online Privacy Policy Only**

This Privacy Policy applies only to our online activities and is valid for visitors to our website with regards to the information that they shared and/or collect in Decipher. This policy is not applicable to any information collected offline or via channels other than this website.

#### Consent

By using our website, you hereby consent to our Privacy Policy and agree to its Terms and Conditions.