

## **ETC's Notice of Practice Policies, Privacy Practices and Terms of Use**

YOU AGREE THAT BY USING THIS SERVICE YOU ARE AT LEAST 18 YEARS OF AGE AND ARE LEGALLY ABLE TO ENTER INTO A BINDING CONTRACT. ADDITIONALLY, YOU AGREE THAT ALL INFORMATION SUBMITTED BY YOU IS TRUE AND ACCURATE.

By registering with this Site, you are providing informed consent to the terms and conditions of Membership for E-Therapy Café, a division of Appalachian Life Counseling LLC (“E-Therapy Cafe” or “Site”), you (“Member”) acknowledge that you understand the nature of online counseling services as well as the duties, qualifications, and limitations of our contractors (“Practitioners” or “Contractors”), and that E-Therapy Cafe has provided you with this information prior to providing you with any professional services.

### **PRACTICE POLICIES**

**APPOINTMENTS AND CANCELLATIONS:** Please remember to cancel or reschedule 24 hours in advance.

The standard meeting time for each E-Session is 30 minutes. However, you can work with your therapist to increase your time and “stack” your E-Session”. Requests to change the 30-minute session needs to be discussed with the therapist in order for time to be scheduled in advance.

**Cancellations and re-scheduled session.** 24 hour notice for scheduling changes and cancellations is required. You agree that you are responsible for the **FULL SCHEDULED SESSION FEE** if cancellation is less than 24 hours. You agree that No shows are charged the full scheduled session rate with the card that you placed on file. This is necessary because a time commitment is made to you and is held exclusively for you. If you are late for a session, you may lose some of that session time. Fees are charges 24 hours prior to services being rendered.

### **FEES. ALL FEES ARE PREPAID 24 HOURS PRIOR TO SERVICES**

**RENDERED.** Subscription clients are charged per month for individual Memberships in the amount of \$196, or \$360. **First time** clients only may purchase Trial Sessions for \$45. Additional Single Sessions for \$55 are available for all users via Pay as You Go. All credits expire exactly one month from the date of purchase. For clients on subscription memberships, unused credits will not rollover between billing cycles, credits will be automatically replenished, and client’s card charged on each monthly renewal date.

To cancel subscription memberships, you agree to send an email requesting the cancellation in writing to the help desk at [hello@e-therapycafe.com](mailto:hello@e-therapycafe.com) 24 hours prior to the renewal date. **Used or expired credits are not eligible for refund. E-Therapy Café does not offer monetary refunds; you are free to use your credits within 30 days from date of purchase; otherwise, they will expire according to above terms.** You

agree that you are responsible for contested fees for subscriptions that are not cancelled according to the above terms. You agree that you waive disputes with banks regarding the renewal of subscription memberships and agree to make changes in writing via email to the help desk. You agree, in the event a monetary refund is issued, a \$30 reprocessing fee will be deducted from the refund.

You agree that you will not dispute charges for late cancellations, no shows, or Subscription Memberships in which you do not follow proper cancellation procedures (*written notice to hello@e-therapycafe.com at least 24 hours prior to renewal or appointment*).

E-Therapy Café may change Membership fees and/or services at any time, E-Therapy Cafe will do their best to notify client, but no guarantees are made. Members are obligated to report to hello@e-therapycafe.com in any case when a contractor attempts to bill a Member directly through her PayPal or other account outside of the Site. Such report should include a description of the service provided as well as the amount charged. Any discrepancy or problem in processing payments through this Site should also be reported to hello@e-therapycafe.com.

Past due balances are a breach in contract and grounds for discharge, termination, and loss of portal use. To resume therapy, all financial obligations must be rectified.

If a practitioner and Member have mutually agreed to continue services “off-line,” Members must terminate their membership in writing to the helpdesk at hello@e-therapycafe.com and meet independently of the Site at a rate determined by his or her practitioner.

Failure to pay for services may result in loss of access to portal and scheduling.

**SOCIAL MEDIA AND TELECOMMUNICATION:** Due to the importance of your confidentiality and the importance of minimizing dual relationships, E-Therapy Cafe therapists do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). We believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

**ELECTRONIC COMMUNICATION:** We cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, I will do so. While I may try to return messages in a timely manner, I cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies. We encourage you to use the in platform instant message to increase security and privacy.

Services by electronic means, including but not limited to telephone communication, the Internet, facsimile machines, and e-mail is considered telemedicine by the State of West Virginia. Telemedicine is broadly defined as the use of information technology to deliver medical services and information from one location to another. If you and your therapist chose to use information technology for some or all of your treatment, you need to understand that: (1) You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled. (2) All existing confidentiality protections are equally applicable. (3) Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and copies of this information are available for a reasonable fee. (4) Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent. (5) There are potential risks, consequences, and benefits of telemedicine. Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs. Effective therapy is often facilitated when the therapist gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnosis, and interventions based not only on direct verbal or auditory communications, written reports, and third person consultations, but also from direct visual and olfactory observations, information, and experiences. When using information technology in therapy services, potential risks include, but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical condition including deformities, apparent height and weight, body type, attractiveness relative to social and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression. Potential consequences thus include the therapist not being aware of what he or she would consider important information, that you may not recognize as significant to present verbally the therapist.

**TERMINATION:** Ending relationships can be difficult. Therefore, it is important to have a termination process to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. I may terminate treatment after appropriate discussion with you and a termination process if I determine that the psychotherapy is not being effectively used or if you are in default on payment. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

Should you fail to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued.

*E-Therapy Cafe is a division of Appalachian Counseling Center LLC. Thus, all features, fees, and functionality of this Site are subject to change or termination with or without notice.*

## **PRIVACY POLICY.**

We are passionate about providing you a safe place to talk. We are continuously focused on having the proper structures and protocols in place to safeguard and protect your privacy. When you use our Platform you accept and agree to both the Terms and Conditions and to the Privacy Policy. If you do not agree to be bound to the Privacy Policy you should stop using the Platform immediately. By accessing and using our Platform you affirm that you have read the Terms and Conditions and the Privacy Policy and that you understand, agree, and acknowledge to all the terms contained in both of them. At E-Therapy Café, our practitioners work together holistically and as a team to provide you with collaborative and expert services. We may consult within the team to ensure that you are receiving the best care possible.

**PLATFORM SECURITY.** E-Therapy Café is HIPAA compliant platform. We provide state of the art service to protect the privacy of all counselors and clients. Our number one priority is making sure all information is safe and secure.

- Servers housed in Tier-IV data center with SSAE16, HITRUST, ISO 27001 & PCI 2.0 compliance
- PCI (Payment Card Industry) standards applied to our internal systems and software
- All traffic is required to use SSL (Secure Socket Layer) with 256-bit encryption
- Unique login for all users
- Logging of all user activity
- 256-bit encryption of all sensitive data
- No sensitive information is sent via email, only notifications to login will be sent
- Data backed up hourly using 256-bit encryption

E-Therapy Café uses industry-standard Secure Socket Layer (SSL) encryption technology to safeguard the account registration process and credit card information. Other security safeguards include but are not limited to data encryption, firewalls, and physical access controls to building and files.

**USE OF INFORMATION.** To let us operate the Platform effectively and to let you use the Platform, we have to collect and use some information from you (the "Information"). Although you have the ultimate decision as to what Information you would like to provide, some features may not be available to you without providing all the Information. By choosing to provide the Information you agree to our methods of collections and use, as well to other terms and provisions of this Privacy Policy.

**LIMITS OF CONFIDENTIALITY.** There are some situations in which Practitioners are legally and ethically obligated to take actions they believe may be necessary to protect a Member or others from harm. If such a situation arises, Practitioner will make every effort to fully discuss the issue with the Member before taking any action and will limit disclosure to what is necessary.

E-Therapy Café Practitioners utilize encryption, firewall, virus, and password protection in order to protect stored files and communication, as well as a commitment to destroy all records after a given period. We recommend Members take further steps to ensure confidentiality by changing their passwords and deleting their web browser's "cookies" regularly. E-Therapy Café does not use cookies for collecting user information from the Site and we will not collect any information except that required for system administration of the Web server, or that which is provided by you knowingly and voluntarily.

We protect the confidentiality of information received in our counseling relationship as specified by federal and state laws, written policies and ethical standards. Discussions are private, and even the fact that you are communicating with us, is confidential.

**We are passionate about providing you with the best care possible. As such, we retain the right to consult within our professional team to provide you with the best care possible.**

However, exceptions to confidentiality do exist. These exceptions include, but are not limited to, the following situations:

1. You are a danger to yourself or someone else; Providers may be obliged to disclose information to law enforcement or other authorities to conform to their professional and legal responsibilities. Specifically, and without limitation, you should be aware that the law requires mental health professionals to disclose information and/or take action in the following cases: (a) reported or suspected abuse of a child or vulnerable adult; (b) serious suicidal potential; (c) threatened harm to another person; (d) court-ordered presentation of treatment.
2. You give written permission to disclose
3. Government, law enforcement officials and private parties may request our cooperation. We comply with the law. We will disclose any information, including Personal Information, to government or law enforcement officials or private parties as

we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of ourselves or a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, any illegal, unethical or legally actionable activity.

**MEMBER CONDUCT.** E-Therapy Café and its Contractors hold our services to a high standard and expect the same standard from users of this service. Registered users must be respectful to E-Therapy Café Practitioners and Members.

All E-Therapy Café therapists are extensively trained, state-licensed and independently insured, and are required to treat all information disclosed by Members with the care and confidentiality required by these statutes.

We encourage all members to learn more about these privacy practices at the American Counseling Association (ACA)'s website, [www.counseling.org](http://www.counseling.org) , or the American Psychology Association (APA)'s site, [www.apa.org](http://www.apa.org).

E-Therapy Café coaches are not bound by the same regulations as therapists. However, E-Therapy Café coaches are also committed to protecting your privacy as much as humanly possible.

**CHANGES TO THE PRIVACY POLICY.** We may update this privacy statement at our sole discretion. The date of the last revision of this policy appears at the end of this page. We encourage you to periodically review this page for the latest information on our privacy policy and practices.

**MEMBER ELIGIBILITY.** All practitioners are trained to screen for disorders, which may not be appropriate for this method of treatment. If you have any history of major psychiatric episodes, hospitalizations or drug/alcohol dependence or have been diagnosed as any of the following - Borderline Personality Disorder, Major Depressive Disorder, Bipolar Disorder Type 1, Mentally Ill/Chemically Addicted (MICA), and/or Schizophrenia - you must disclose this information to your Practitioner at the initial meeting. He/she may choose to continue your Membership or refer you to an agency in your area which can better serve your counseling needs. Additionally, all Practitioners will file a formal report if Member states any desire to do harm to him/herself or others. Practitioners reserve the right to terminate a relationship with a Member if service expectations are incompatible. Members who are found ineligible for services will be blocked from the Site. E-Therapy Café recommends that those seeking mental health or medical advice seek services in person with a qualified professional.

E-Therapy Café reserves the right to terminate membership to any user found ineligible for services and may refuse all current or future use at any time.

**IF YOU HAVE CONSIDERED OR ARE CONSIDERING SUICIDE OR BELIEVE YOURSELF TO BE A POTENTIAL THREAT TO THE SAFETY OF OTHERS, YOU MUST IMMEDIATELY CALL 911 AND NOTIFY THE POLICE.**

**ABOUT E-Therapy.** Also known as Distance Counseling, Telepractice, Cyberpsychology, Text-Based Therapy, Telehealth, Behavioral Telehealth, and Online Therapy. E-Therapy is providing a psychotherapy service that is not “in person” and is facilitated using technology. Such technology may include, but is not limited to, telephone, telefax, email, Internet, or videoconference. E-Therapy is subject to all practice and ethical considerations discussed in this document and in the law, rules and regulations governing licensed practice in the state of West Virginia. Disadvantages include varying time zones, cultural differences, language barriers, and strength of Internet connection, which may impact the delivery of services. Members may provide off-line contact information in case of a technology breakdown, or if reconnection is not possible. Members will not fault or issue any warranty for the failure of the internet or the Site’s performance. Per our policies, Members understand and agree to all practices outlined in Frequently Asked Questions.

**SECURITY.** E-Therapy Café utilizes encryption for therapeutic exchanges and Secure Sockets Layer (SSL) protocol for financial transactions. Practitioners and Members - not E-Therapy Café - will act as sole owners of the therapeutic record including all transcripts, notes, emails and/or billing information. All records are stored in accordance with Virginia laws.

E-Therapy Café incorporates a mechanism for verifying the identity of Members by asking for a formal identification number such as date of birth, driver’s license, or other satisfactory evidence. Though Members may choose to utilize a username for participation on the Site, he or she must offer, at minimum, first and last name, home address, and a phone number to confirm identity. Any and all sensitive information stored in the E-Therapy Café database will be safe and protected by our platform. However, our services are based on several factors which exist outside of the Site; and as such, E-Therapy Café cannot guarantee service will be uninterrupted, timely, or secure.

Please immediately alert E-Therapy Café to any unauthorized use of your account, password, username, email, or other breach of security at [hello@e-therapycafe.com](mailto:hello@e-therapycafe.com).

**ONLINE BOUNDARIES.** Members should understand both the boundaries and expectations related to forming therapeutic relationships online. Any requests to Practitioners for “friendship,” business contacts, direct or “@” replies, “re-Tweets,” “tagging,” blog responses or requests for a blog response within social media sites will be ignored to preserve the integrity of the therapeutic relationship and protect sensitive information.

You understand that posting verbatim information from your communications with your practitioner to a third-party site, such as Facebook, is discouraged in order to protect the

therapeutic process. Members may do so at will but cannot hold E-Therapy Café or its practitioners accountable for any effects this action may have.

**SCOPE OF PRACTICE.** This term indicates the specific area to which a practitioner may practice. As E-Therapy Café is an online service, our practitioners follow local and regional laws and codes of ethics as applicable to Members' geographic locations.

According to national licensure requirements, our practitioners are permitted to provide psychotherapy services in all states excluding Arkansas, California, Florida, Nebraska, and Ohio, which issue geographical boundaries for distance counseling and require Practitioners to be licensed by that state. If a Member from Arkansas, California, Florida, Nebraska, or Ohio chooses to engage in counseling through E-Therapy Café, you understand and acknowledge that you will not be receiving state-licensed treatment but a confidential consultation.

E-Therapy Café services are not open to Members who live in a country that is prohibited by law, regulation, treaty, or administrative act from entering into trade relations with the United States.

By agreeing to these terms of use, you state that you agree to all policies and practices outlined in the Frequently Asked Questions page.

**NATURE OF COUNSELING.** There may be both benefits and risks while participating in counseling, distance or otherwise. Counseling may improve your ability to relate with others, provide a clearer understanding of yourself, your values, and your goals. Since counseling may also involve discussing unpleasant aspects of your life, you may also experience uncomfortable feelings. Counseling often leads to better relationships, solutions to specific problems, and significant improvement in feelings of distress. However, please understand there are no guarantees of what you will experience, and that you enter this Agreement and use E-Therapy Café services at your own risk. You agree that you understand the possible advantages and disadvantages of online therapy and shall not hold accountable E-Therapy Café or its contractors for any information or insight distributed here.

**E-THERAPY CAFÉ CONTRACTORS.** Member acknowledges that no Contractor or Practitioner is an employee or agent of E-Therapy Café and this Site assumes no responsibility for any act or omission of any Practitioner. Though E-Therapy Café has thoroughly evaluated and verified each contractor's credentials, we encourage all Members to do the same independently. Member recognizes that, though a mental health practitioner may be featured on the Site, E-Therapy Café cannot predict or assess the utility or effectiveness of services rendered by any independent contractor. Under no circumstances will E-Therapy Café, its employees, officers, directors, shareholders, or agents be held liable for any indirect, consequential, or punitive damages relative to the services provided by any of the practitioners accessed through this Site. All practitioners featured on E-Therapy Café.com are independently licensed and insured, and any issue, warranty, or claim by a Member must directly address the offending Practitioner.



**COUNSELORS:** Certain degrees and diplomas dictate what a mental health practitioner can be called due to implementation of Title laws. Therefore, due to the different criterion and contexts of each contractor's qualifications, these professionals may use the terms "Counselor," "Psychotherapist," and/or "Counselor" interchangeably. Members understand "LMHC" signifies a Licensed Mental Health Counselor, "LPC" is a Licensed Professional Counselor, "LMFC" is a Licensed Marriage and Family Counselor, "LMSW" is a Licensed Master of Social Work, and "LCSW" is Licensed Certified Social Worker.

**LIFE COACHES:** Member acknowledges that life coaching and meditation instruction are less regulated fields. Coaches and meditation instructions obtain various levels of certification but are not licensed mental health providers.

**DISCLAIMER.** Although we have taken great care in the preparation of this website, its content, and our practitioners, E-Therapy Café assumes no responsibility for errors or omissions and disclaims any and all liability for the consequences of your using the information on this website. This disclaimer does not exclude liability for death or personal injury as a result of negligence. You understand E-Therapy Café cannot be held responsible for a Member's acceptance, reliance, or dependence on any services rendered by the Practitioners featured on this site.

This Agreement shall be interpreted only in accordance with the laws of the West Virginia (excluding any rules governing choice of laws), and any legal proceeding associated with this Agreement will occur exclusively in the courts located in Marion County, West Virginia.

Regardless of a user or Practitioner's geographical or legal jurisdiction, all users acknowledge and agree that any and all consults provided by our Practitioners shall be regarded as a coaching consultation and NOT as licensed, clinical treatment. Due to the nature of online counseling, our Practitioners are limited in situations of crisis and extreme emotional distress, and therefore, cannot be held to the same standards of a physical appointment. This disclaimer shall serve as informed consent to all users who choose to reveal personal health information through this platform.

**If you are experiencing suicidal thoughts, please immediately call 911.**

**CONTACTING US.** If you have any questions or concerns about this Privacy Policy, Privacy Practices, or Terms of Use please immediately contact us at [hello@e-therapycafe.com](mailto:hello@e-therapycafe.com)

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