

Client Terms of Service

Welcome! You are electing to join iTherapyRX to receive counseling and medical services over the Internet.

This End User Terms of Service ("Agreement") governs your use of iTherapyRX (the "Services", as further defined below). Please take the time to carefully review the Agreement which will govern your access to professional counseling through Services provided by iTherapyRX. In order to participate in any service on iTherapyRX's website or an iTherapyRX service accessible through a third-party website, you must read this Agreement and indicate that you understand and accept all of the terms and conditions herein. By using these Services, you acknowledge that you have read and agree to abide by the terms and conditions of this Agreement. If you decide not to agree to the terms and conditions discussed in the Agreement herein, you may not use the Services.

The terms and conditions in the Agreement apply to any use by you of iTherapyRX services, including without limitation all communications, features, products, and services available from iTherapyRX and used by you through <http://www.iTherapyRX.com> (the "iTherapyRX Site") or on any third-party site that offers or links to iTherapyRX services (collectively, the "Services").

Please be aware that online counseling services are not intended as a substitute for medical evaluation, treatment, or consultation. Although iTherapyRX attempts to verify counselors' credentials, iTherapyRX is not responsible for the services a counselor provides. iTherapyRX does not promise results from use of a counselor, nor does iTherapyRX control a counselor's decision(s) in providing services to you. iTherapyRX does not refer, endorse, recommend, evaluate or guarantee any advice, information or other products or services provided by counselors, and nothing shall be considered a referral, endorsement, recommendation or guarantee of any counselor.

In addition to this document, in connection with your use of the Services, you are also agreeing to the "Notice of Privacy Practices", the "Informed Consent", as well as the various guidelines, rules, schedules, disclosures, disclaimers and other terms that we may post on the iTherapyRX website or otherwise provide or make available to you from time to time, which are hereby incorporated by reference.

If an emergency situation arises that requires immediate attention, you may call the emergency National Suicide Hotline at 800-784-2433 or dial 911. In a life threatening crisis should occur, you agree to contact a crisis hotline, call 911 or go a hospital emergency room.

If a situation arises with a specific provider of iTherapyRX services, you agree to contact iTherapyRX at 800-432-7996 or email at itherapyrx@itherapyrx.com.

THE PARTIES

Throughout this Agreement, the words "iTherapyRX", "we", "us" or "our" mean, collectively, iTherapyRX a North Carolina Professional Liability Corporation and all of its respective successors or assigns. "You" or "your" mean you, the individual End User who is using iTherapyRX to find a counselor and/or receive counseling services.

SECURITY/CONFIDENTIALITY OF ACCESS INFORMATION

Licensed providers of counseling services who provide services through iTherapyRX are subject to the professional duties required by their licensing bodies and are responsible for complying with their duties of confidentiality. Providers include, but are not limited to, psychologists, psychiatrists, nurses, counselors, clinical social workers, and marriage and family therapists. In many jurisdictions, providers of counseling services are required to report confidential information if they have reason to believe that a patient is likely to harm others or himself/herself.

By providing confidential information to one or more licensed professionals via iTherapyRX, you are entering into a relationship with such professional(s) and you understand that your information is governed by their specific professional duties and state and federal privacy laws applicable to mental health service providers. iTherapyRX will use and disclose information in compliance with those laws, if required due to its relationship with mental health service providers.

In no event shall iTherapyRX be liable for the disclosure of your confidential information by a counseling professional from whom you receive services via iTherapyRX.

When you post information to public areas, or agree to participate in group therapy sessions, the information you provide is visible to others. iTherapyRX is not liable for disclosure of information you voluntarily post to public areas/forums, or for information you agree to share during group therapy sessions on iTherapyRX.

Use of the Services requires a telephone or cell phone device and/or a computer and Internet access connected through an Internet Service Provider with a web browser. You are responsible for maintaining security on your end of the service.

You agree to keep your password and any other security or access information (collectively, "Access Information") confidential to prevent unauthorized access to your account(s) and to prevent unauthorized use of the Services. You agree not to give or make available your Access Information to any unauthorized individual.

If you believe the security of your Access Information has been compromised in any way (for example, your password has been lost or stolen, someone has attempted to use the Services without your consent or your account(s) have been accessed without your permission), you must notify us immediately. We strongly recommend that you do not use iTherapyRX on public computers. We also recommend that you do not store your iTherapyRX password through your web browser or other software.

We reserve the right to deny your access to the Services or any part thereof, in order to maintain or restore security or performance to the iTherapyRX Site, or any website or partner that offers iTherapyRX's services. We may also do so if we reasonably believe you are in breach of this Agreement or your Access Information has been or may be obtained or is being used or may be used by an unauthorized person(s).

iTherapyRX agrees not to willingly share information stored within the iTherapyRX system with third parties, except as set forth in the "Notice of Privacy Practices". However, you agree to hold iTherapyRX harmless in the event information stored in the iTherapyRX system is required to be disclosed by law or is accidentally or maliciously obtained by a third party. While iTherapyRX takes measures to back-up the information stored in iTherapyRX, you agree to hold iTherapyRX harmless for any loss of data or information stored in the system. You also agree to indemnify and hold harmless iTherapyRX for any damages you incur by using iTherapyRX.

On your first discussion with the counselor you choose, you should receive an informed consent form and a Notice of Privacy Practices from the counselor. You must sign and agree to the policies prior to beginning a counseling session. The counselor has the duty to explain the policies and answer any questions you may have regarding them.

CHANGES TO THIS AGREEMENT

We may change the terms of this Agreement in our sole discretion by posting a new version of the Services. You may choose to accept or decline changes by closing, continuing or discontinuing use of the Services to which the changes in this Agreement relate. Your use of the Services after we make any changes will constitute your agreement to such changes.

YOUR RESPONSIBILITIES AND LIABILITIES

It is your sole responsibility to ensure that the contact information in your iTherapyRX user profile is current and accurate. This contact information includes, but is not limited to, name, address, phone numbers, e-mail addresses, payment information, and account numbers. Changes can be made in the "client area" of the iTherapyRX Site. The content and services offered on iTherapyRX are generally only available to people who are at least eighteen (18) years old and are otherwise capable of forming legally binding contracts under applicable state law. However, to the extent permitted by your state law, minors under the age of 18, may use iTherapyRX consistent with state law.

If you have an urgent medical or mental health problem or condition, you should immediately seek advice and treatment from a physician. If you are considering or contemplating suicide or feel that you are a danger to yourself or to others, you must discontinue use of iTherapyRX immediately, call 911, or notify appropriate police or emergency medical personnel.

You understand that all licensed counselors available through iTherapyRX represent that they have degrees in the areas of psychology, marriage and family therapy, clinical social work, or counseling. iTherapyRX attempts to confirm the credentials of all counselors and to validate they are in good standing with their licensure board. However, iTherapyRX recommends that you separately confirm the counselor is in good standing with licensing boards. Changes in the counselor's professional status could occur between the time iTherapyRX performs a credential check and the time you select the counselor. iTherapyRX is not responsible for fraudulent credentials or claims by counselors on its site.

You agree to a predetermined fee for services provided by the counselor. Payment is made through iTherapyRX's billing system or through a third-party payer who has agreed to pay for the cost of your services. You agree that you own the credit card you are using, or have the permission of the credit card holder to do so. You will either input credit/debit card information before a session begins and will be preauthorized for a session, or will input information provided by a third-party payer to validate your identity and confirm that the costs of your services are pre-paid, reimbursable, or otherwise covered by the third-party. iTherapyRX may attempt to obtain preauthorization up to \$300 for the transaction. You are responsible for contacting your bank to determine how long a hold will be placed on your account. iTherapyRX will not be responsible if any transactions are not completed because of the hold. If the preauthorization request varies from the amount of the actual transaction, upon completion of a session, your credit card will be billed for the fee to the nearest minute increment, rounding down for fractional minutes. For example, a call lasting 16 minutes, 30 seconds will be billed as a 16-minute session.

TERMINATION AND MODIFICATION

We reserve the right to modify the Services in any way and/or terminate this Agreement and your access to the Services, in whole or in part, at any time and for any reason.

LIMITATION OF LIABILITY

Except as otherwise expressly provided herein, your use of the services is at your own risk.

You agree to indemnify and hold harmless iTherapyRX. None of the entities comprising iTherapyRX or its vendors and suppliers, nor any of their respective officers, directors or employees, nor any other party involved in creating, producing or delivering the services is liable for: 1) any incidental, consequential, indirect, or punitive damages of any kind; or 2) cost of replacement goods or services arising out of your access to or use of the services, or the inability to access or use the services, whether caused by iTherapyRX or third parties, online service providers, any agent or subcontractor of any of the foregoing. In no even shall iTherapyRX's liability under this agreement exceed the amount paid by you for services in the last 30 days.

GOVERNING LAW AND DISPUTE RESOLUTION

The terms and conditions contained in this Agreement shall be construed under and governed by the laws of the State of North Carolina and any dispute arising from this Agreement or the breach of this Agreement shall be governed by the laws of the State of North Carolina.

You agree that any dispute, controversy or disagreement arising out of or relating to this Agreement, the breach thereof, or the subject matter thereof, shall be settled exclusively by binding arbitration, which shall be conducted in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration, and which to the extent of the subject matter of the arbitration, shall be binding not only on all parties to the Agreement, but on any other entity controlled by, in control of or under common control with the party to the extent that such affiliate joins in the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

WARRANTY DISCLAIMER

Without limiting the foregoing, except as otherwise expressly provided herein, the services are provided to you “as is” without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. While iTherapyRX makes every effort to provide accurate information in connection with the services, expect as otherwise expressly provided herein, iTherapyRX makes no warranty that: 1) the services will be uninterrupted, timely, secure, or error free; or 2) any information contained on, results that may be obtained from the use of, or other aspect of the services will be accurate, current, complete or reliable.

MISCELLANEOUS

You may not assign this Agreement or your rights to the Services to any other party. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder, under our sole discretion and without your consent. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties. We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. If any provision of this Agreement is void or unenforceable, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in another jurisdiction or any other provision in that or any other jurisdiction.

Your signature below indicates that you have reviewed the information available on the iTherapyRX website and have read and understand this Client Terms of Services Agreement.

(Signature)

(Date)