



# Terms and Conditions

Note: These are the terms and conditions for clients of Karissa Brennan, LMHC & Cloud Counseling.

## 1. The Terms and Conditions

- a. The following are the Terms and Conditions (the "Agreement") for the access and use of any person ("User", "Client" or "you") in an online platform through which counseling, consulting, professional advice and any other information are provided (collectively these "Platforms"). These Platforms may be provided, be accessible or be available via multiple websites, devices, platforms and other means, whether owned and/or operated by us or by third parties, including, without limitation, the websites BetterHelp.com, VirtualTherapyConnect.com, Cloud-Counseling.com and PrestoExperts.com.
- b. Without derogating from the above, these Platforms may be used among other things to facilitate (a) personal advice and information delivered specifically to you; and (b) general information and content which is publicly available and not transmitted to you personally.
- c. By accessing or using these Platforms, or by clicking a button or a box indicating that you have read and agree to the terms of use, you are entering into this Agreement. You should read this Agreement carefully before starting to use these Platforms. If you do not agree to be bound to any term of this Agreement, you must refrain from signing up to these Platforms, you must stop making any use of these Platforms and you should not access these Platforms.
- d. When the terms "we", "us", "our" or similar are used in this Agreement, they refer to any company that owns and operates these Platforms (the "Company"), Cloud Counseling, its affiliated companies and the shareholders, directors, officers, employees, consultants, contractors, subcontractors, agents, advisors, assignees and successors of the aforementioned companies.

## **2. The Counselors and Counselor Services**

- a. These Platforms enable you to communicate with a counselor, consultant, practitioner, professional, expert, coach, advisor or any other person (collectively "Counselor") for the purpose of getting counseling, information, advice or any other input, benefit or service (collectively "Counselor Services").
- b. The Counselors are neither employees nor agents nor representatives of BetterHelp.com, PrestoExperts.com or VirtualTherapyConnect.com. Furthermore, these websites assume no responsibility for any act, omission or doing of any Counselor.
- c. Cloud Counseling makes no guarantee or warranty whatsoever as to whether you will find the Counselor Services relevant, useful, correct, relevant, satisfactory or suitable to your needs.
- d. You acknowledge that we guarantee the verification of, the skills, degrees, qualifications, licensure, certification, credentials, competence and background of Karissa Brennan, LMHC. It is up to your sole discretion to conduct independent verification regarding any Counselor that provides you with Counselor Services (if you choose to work with another Counselor) and we strongly recommend that you will conduct this verification prior to communicating with any Counselor other than Karissa Brennan, LMHC through BetterHelp.com, VirtualTherapyConnect.com and PrestoExperts.com and on a continuous basis as you use these Platforms.
- e. Your relationship relating to the Counselor Services is strictly with the Counselor. BetterHelp.com, VirtualTherapyConnect.com and PrestoExperts.com are not involved in any way with the actual substance of that relationship or any part of the Counselor Service (whether provided through these Platforms or not), and we do not validate any of the Counselor Services.
- f. In case you make a payment through these Platforms, or make any payment to Cloud Counseling through PayPal, this payment is made to the Counselor for the Counselor Services. BetterHelp.com, VirtualTherapyConnect.com and PrestoExperts.com may charge the counselor by taking a portion of this payment for the use and operation of these Platforms ("Platform Use Fees"). However, they will not be deemed as the counselor of any Counselor Services regardless of payment. Furthermore, the payment for the use of these platforms are made by the Counselor and not by you.

### **3. Use of BetterHelp.com, PrestoExperts.com & VirtualTherapyConnect.com**

- a. You agree, confirm and acknowledge that although the Counselor may provide the Counselor Services through these Platforms, BetterHelp.com, VirtualTherapyConnect.com and PrestoExperts.com cannot assess whether the use of the Counselor, the Counselor Services or these platforms are right and suitable for your needs. **THESE PLATFORMS DO NOT INCLUDE THE PROVISION OF MEDICAL CARE.** As operators of these Platforms, their role is strictly limited to facilitating the communication between you and the Counselor and to enable the provision of the Counselor Services. It is up to you to consider and decide whether these services are appropriate for you or not.
- b. You agree, confirm and acknowledge that you are aware of the fact that primarily using the email portion of Counselor Services is not a complete substitute for a face-to-face, instant messaging or phone sessions by Karissa Brennan, LMHC or another licensed qualified professional. You should never rely on or make health or well-being decisions which are primarily based on information provided as part of the email portion of Counselor Services. Furthermore, we strongly recommend that you will consider seeking advice by having a face-to-face, instant messaging or phone appointment with Karissa Brennan, LMHC or an in-person session with another licensed and qualified professional. Never disregard, avoid, or delay in obtaining medical advice from your doctor or other qualified healthcare counselors.
- c. **THESE PLATFORMS ARE NOT INTENDED FOR DIAGNOSIS, INCLUDING INFORMATION REGARDING WHICH DRUGS OR TREATMENT THAT MAY BE APPROPRIATE FOR YOU.**
- d. You are advised to exercise a high level of care and caution in the use of these Platforms and the Counselor services.
- e. **IF YOU ARE THINKING ABOUT SUICIDE OR IF YOU ARE CONSIDERING TO TAKE ACTIONS THAT MAY CAUSE HARM TO YOU OR TO OTHERS OR IF YOU FEEL THAT OR ANY OTHER PERSON MAY BE IN ANY DANGER OR IF YOU HAVE ANY MEDICAL EMERGENCY, YOU MUST IMMEDIATELY CALL THE EMERGENCY SERVICE NUMBER (911 IN THE US) AND NOTIFY THE RELEVANT AUTHORITIES. YOU ACKNOWLEDGE, CONFIRM AND AGREE THAT THESE PLATFORMS ARE NOT DESIGNED FOR USE IN ANY OF THE AFOREMENTIONED CASES AND THAT YOU MUST NOT USE THESE PLATFORMS IN ANY OF THE AFOREMENTIONED CASES.**
- f. BetterHelp.com, VirtualTherapyConnect.com and PrestoExperts.com may contain other content, products or services which are offered or provided by third parties ("Third Party Content"), links to Third Party Content (including but not limited to links to other websites) or advertisements which are related to Third Party Content. You confirm and acknowledge that Cloud Counseling has no responsibility over any such Third Party Content, including (but not limited to) any related products, practices, terms or policies, and that we will not be liable for any damage or loss caused by any Third Party Content.

### **4. Further Disclaimer of Warranty**

- a. **WE DO NOT ASSUME, AND WILL NOT BE LIABLE FOR: (A) THE ACCURACY OR AVAILABILITY OF THESE PLATFORMS OR ANY PART OF THESE PLATFORMS; OR (B) ANY DAMAGES, HARM OR INJURY ARISING FROM OR RELATED TO THESE PLATFORMS.**
- b. In the event of a dispute regarding any transaction conducted via these Platforms, you hereby relieve them from all manner of actions, claims or demands and from any and all losses (direct, indirect, incidental or consequential), damages, costs or expenses, including, without limitation, court costs and attorneys' fees, which you may have against one or more of the above.

## **5. Limitation of Liability**

- a. YOU AGREE, CONFIRM AND ACKNOWLEDGE THAT THESE PLATFORMS SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES.
- b. If the applicable law does not allow the limitation of liability as set forth above, the limitation will be deemed modified solely to the extent necessary to comply with applicable law.
- c. This section (limitation of liability) shall survive the termination or expiration of this Agreement.

## **6. Your account, representations, conduct and commitments**

- a. You hereby confirm that you are at least 18 years old of age.
- b. You hereby confirm that you are legally able to enter into a contract.
- c. You hereby confirm and agree that all the information that you provided in or through these Platforms, and the information that you will provide in or through these Platforms in the future, is accurate, true, current and complete. Furthermore, you agree that during the term of this Agreement you will make sure to maintain and update this information so it will continue to be accurate, current and complete.
- d. You agree, confirm and acknowledge that you are responsible for maintaining the confidentiality of your password and any other security information related to your account (collectively "Account Access"). We advise you to change your password frequently and to take extra care in safeguarding your password.
- e. You agree to notify us immediately of any unauthorized use of your Account Access or any other concern for breach of your account security.
- f. You agree, confirm and acknowledge that we will not be liable for any loss or damage that incurred as a result of someone else using your account, either with or without your consent and/or knowledge.
- g. You agree, confirm and acknowledge that you are solely and fully liable and responsible for all activities that are made by using your Account Access. You further acknowledge and agree that we will hold you liable and responsible for any damage or loss incurred as a result of the use of your Account Access by any person whether authorized by you or not, and you agree to indemnify us for any such damage or loss.
- h. You agree and commit not to use the account or Account Access of any other person for any reason.

- i. You agree and confirm that your use of these Platforms, including the Counselor Services, are for your own personal use only and that you are not using neither these Platforms nor the Counselor Services for or behalf of any other person or organization.
- j. You agree and commit not to interfere with or disrupt, or attempt to interfere with or disrupt, any of our systems, services, servers, networks or infrastructure, or any of these Platforms' systems, services, servers, networks or infrastructure, including without limitation obtaining unauthorized access to the aforementioned.
- k. You agree and commit not to make any use of these Platforms for the posting, sending or delivering of either of the following: (a) unsolicited email and/or advertisement or promotion of goods and services; (b) malicious software or code; (c) unlawful, harassing, privacy invading, abusive, threatening, vulgar, obscene, racist or potentially harmful content; (d) any content that infringes a third party right or intellectual property; (e) any content that may cause damage to a third party; (f) any content which may constitute, cause or encourage a criminal action or violate any applicable law.
- l. You agree and commit not to violate any applicable local, state, national or international law, statute, ordinance, rule, regulation or ethical code in relation to your use of these Platforms and your relationship with the Counselors and us.
- m. If you receive any file from us or from a Counselor, whether through these Platforms or not, you agree to check and scan this file for any virus or malicious software prior to opening or using this file.

## **7. Fees and Payment**

- a. You confirm and agree that all payment related information that you provided and will provide in the future, through PayPal or through these Platforms, are accurate, current and correct and will continue to be accurate, current and correct.
- b. You confirm and agree to use only payment means (credit cards or others) which you are dully and fully authorized to use.
- c. You agree that all current and future interactions (whether online or offline) between you and a Counselor will be made, managed and billed through PayPal or these Platforms.
- d. If, for any reason, an interaction between you and the Counselor is not made through these Platforms, you agree that it will be billed through PayPal at the Counselor's rate at that time.
- e. You agree to pay all fees and charges associated with your Account a timely basis and according to the fees schedule, the terms and the rates as published in these Platforms. Such fees and charges (including any taxes and late fees, as applicable) may be charged on your credit card. By providing us with your credit card information you authorize us to bill and charge you through that credit card. You agree to maintain valid credit card information in your Account information.

## **8. Modifications, Termination, Interruption and Disruptions to these Platforms**

- a. You agree, confirm and acknowledge that we may modify, suspend, disrupt or discontinue these Platforms, any part of these Platforms or the use of these Platforms, whether to all clients or to you specifically, at any time with or without notice to you. You agree and acknowledge that we will not be liable for any of the aforementioned actions or for any losses or damages that are caused by any of the aforementioned actions.
- b. For the removal of any doubt, we may terminate or prevent your use of these Platforms and any services provided by through these Platforms (including but not limited to Counselor Services) at our sole discretion for any reason and for any period of time.
- c. BetterHelp.com, VirtualTherapyConnect.com and PrestoExperts.com depend on various factors such as software, hardware and tool, either our own or those owned and/or operated by our contractors and suppliers. We do not guarantee that these Platforms will be uninterrupted or that it will be secure, consistent, timely or error-free.
- d. We may update this terms and conditions statement at our sole discretion. The date of the last revision of this policy appears at the top of this page. We encourage you to periodically review the terms and conditions for the latest information on our practices.

## **9. Notices**

- a. We may provide notices or other communications to you regarding this agreement or any aspect of these Platforms, by email to the email address that we have on record, by regular mail or by posting it online. The date of receipt shall be deemed the date on which such notice is given.

## **10. Important notes about our Agreement**

- a. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND CLOUD COUNSELING. YOU CONFIRM THAT YOU HAVE NOT RELIED UPON ANY PROMISES OR REPRESENTATIONS BY US EXCEPT AS SET FORTH IN THIS AGREEMENT.
- b. The paragraph headings in this Agreement are solely for the sake of convenience and will not be applied in the interpretation of this Agreement.
- c. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of this Agreement will remain in full force and effect.
- d. To clear any doubt, all clauses regarding limitations of liabilities and indemnification shall survive the termination or expiration of this Agreement.

I have read and accept the above Terms and Conditions of conducting online therapy with Cloud Counseling and Karissa Brennan, LMHC.

By typing your name here, you are signing this consent electronically.  
You agree your electronic signature is the legal equivalent of your manual signature.

Today's Date