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**M.A.P.S**  
**Clinical and Counselling Psychologist**

Psychologists Registration Board of Victoria (No. 749)  
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**Dr Jan's Online Therapy Services**

**Terms & Conditions & Registration**

Welcome to Dr Jan's online therapy services. In order to proceed you must agree to the terms and conditions detailed below. By clicking the button at the bottom of these terms and conditions, you will be taken to our registration and contact page.

Once your enquiry is received, it will be answered ASAP by Dr Jan. We will endeavour to respond to most questions, or requests for a private chat session, within 24 hours (excluding weekends) and to all others within 48 hours. However, no responsibility is accepted for delays or failures to respond for any reason. [In the case of requests for information, your personalised response will arrive via e-mail at the address you provide. Please check your Spam/Junk folder in case our reply lodges there in error.] To ensure the best possible reply, please be as detailed as possible in your enquiry

These online therapy services are offered by Dr Janet Hall, a registered Victorian psychologist, through her website [www.drjanethall.com.au](http://www.drjanethall.com.au) (**Site**). The Site is owned and operated by Accelerated Success Centre Pty Ltd [ABN 32 006 893 830]. By proceeding, you are agreeing to the following terms and conditions.

References in this Site to "**Dr Jan**" include Dr Janet Hall, Accelerated Success Centre Pty Ltd [ABN 32 006 893 830] and also, as appropriate, employees or consultants of either or both of them to the extent that they are involved in the provision or delivery of the online therapy services through the Site (**Services**).

Dr Jan respects your privacy and takes the issue of internet privacy very seriously.

**Registration Information**

In order to use this Site, you must first complete the registration form. During registration, we request users' contact information, such as name and email address. Clients must also provide financial information (such as credit card number and expiry date) in order to pay for and use the Services. Depending on the nature of your enquiry, additional information may be requested. It is completely optional for you to proceed with an enquiry.

Dr Jan will only collect sufficient information to enable us to respond to your enquiry. All information supplied will be held in a secure database, which is only accessible by Dr Jan. The information is retained in order to document what happens during online sessions and to enable Dr Jan to provide a relevant and informed service.

At any stage, clients may request to see, or have updated or corrected, the information maintained about them. All requests by clients for access or updating or correcting information held about them will be responded to ASAP (and within 14 days).

### Confidentiality

All personal information will remain confidential, except when:

1. your prior approval has been obtained to communicate with another professional or agency (see below);
2. failure to disclose the information would place you or another person at risk of harm in the considered opinion of Dr Jan; or
3. it is subpoenaed by a court or is otherwise legally discloseable.

In relation to item 1, it may at times be necessary, in order to provide you with the best advice and treatment, for Dr Jan to collaborate with other professionals involved in your care. These may include, for example, your general practitioner and/or medical specialist(s). No approach to any such person would be made without your express, prior approval and consent.

You should also be mindful that confidentiality is limited by the security of the technology used to provide the online therapy service. Security limitations include system breakdowns and personal information, messages, session content and back-up records potentially being viewed by authorised (eg ISP system administrators) and unauthorised persons.

### Informed Consent

You should be mindful that there are both potential benefits and potential risks associated with engaging in online therapy services.

#### The potential benefits include:

- you are able to post questions and read Dr Jan's response at any time of the day
- both you and Dr Jan can take time to make a considered response to messages posted
- a written record of the session's content can be retained for future reference
- you may feel less inhibited, or more comfortable, because there is no face-to-face meeting
- if you live in remote areas, or have difficulties accessing face-to-face services during business hours, you can still access psychological assistance

#### The potential risks include:

- misunderstandings may arise due to a lack of non-oral clues
- messages may not be received due to technical or system failure
- any communication on the internet has the potential to be intercepted or viewed by unauthorised persons
- the capacity for crisis intervention may be diminished

With reference to the last item, you should be aware that some problems are more suitable to face-to-face sessions rather than online therapy. Such issues may include:

- psychiatric disorders that involve distortions of reality (eg you are seeing or hearing things that are not there)
- if you are suicidal or are harming yourself
- sexual abuse
- violent relationships

Any condition that poses a serious risk to you or others and which cannot be appropriately managed via the internet will be referred as necessary.

You should also be mindful that the provision of psychological therapy services over the internet is a relatively new endeavour. If you choose to participate, you should be aware that, at this point of time, there is limited research supporting its efficiency

#### Use of information

If you subscribe to Dr Jan's online therapy services, you agree not to forward to other people the information you receive through the Services without the prior written consent of Dr Jan. It is important to be mindful that this information is tailored to your particular situation and is not likely to be appropriate to another person.

#### Links to other Websites

We may from time to time provide links to websites owned and operated by third parties. We do not make any representations about such websites or their content, or any result obtained from using them. Dr Jan makes no warranties, either express or implied, concerning such content, including the accuracy, completeness, reliability or suitability for any particular purpose. Dr Jan has no liability for any damage or injuries arising from your use of them. Your correspondence with, transactions with or participation in promotions of advertisers, retailers or other third parties found on or through this Site are solely between you and those third parties. This includes payment and delivery of goods or services. You agree that Dr Jan will not be responsible for any loss or damage incurred as a result of any such dealings.

#### No Liability for any Disruptions to you System

While Dr Jan expects to maintain its IT infrastructure to the highest standards, it cannot accept legal responsibility to users for any act or omission (including viruses and the like) that inadvertently result in any damage, interference or other problems with any system, data or personal information.

#### No Liability for Interruptions of Service due to Maintenance, Upgrades, etc

Dr Jan shall not be liable for any disruptions to the Site for any reason, including but not limited to disruptions caused by any third party service provider, and any Site downtime for any reason, including but not limited to repairs, maintenance, Site design changes or the implementation of any changes to the Site content.

#### Right to Modify or Discontinue the Services

Without notice and without accepting liability to you in this regard, Dr Jan may:

- (a) modify or discontinue the Site (or any part), including any associated service (whether temporarily or permanently); and

- (b) amend these terms and conditions, except in relation to privacy and security affecting pre-existing clients, where such changes are detrimental to those to whom an existing duty of privacy and security are owed.

#### Exclusion of Warranties

You acknowledge and agree as follows:

- (a) Your use of the Site and the online therapy services is at your risk. The service is provided on an "as is" and "as available" basis. To the extent permitted by law, Dr Jan expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- (b) To the extent permitted by law, in respect of the Site and associated service or advice provided (**Services**), whether supplied by or on behalf of Dr Jan or by a third party including any expert, supplier or advertiser, Dr Jan makes no warranty that:
- the Services will meet your requirements;
  - the Services will be uninterrupted, timely, secure or error free;
  - the results that may be obtained by the use of the Services will be accurate or reliable; and
  - the quality of any information, advice, services or other material or products purchased or obtained by you through the Site will meet your expectations.

#### Limitation of Liability

To the full extent permitted by law, Dr Jan's liability for any implied warranty or condition that is not permitted to be excluded by law is limited, at the choice of Dr Jan, to one or more of the following:

- (a) the supply of the Services again; or
- (b) the payment of the cost of having the Services supplied again.

### International Users

Dr Jan makes no claim that the Services are appropriate or may be downloaded outside Australia. If you access the Site from a location outside Australia, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction regarding online conduct and acceptable content.

### Indemnities

In respect to your participation in this Site and the Services, you agree to indemnify and hold Dr Jan harmless from and against all claims, liabilities and costs, including reasonable legal fees, incurred by Dr Jan arising from any third party claim resulting directly or indirectly from your participation in the Site and/or the Services. Such indemnity includes but is not limited to claims in respect of the infringement of intellectual property rights. You also agree to reimburse Dr Jan for all costs reasonably incurred in any such proceeding in which it is a party.

### Severance

Any provision in these terms and conditions which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable without affecting the remaining provisions of these terms and conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

### Entire Agreement

These terms and conditions embody the entire understanding and agreement between the parties as to the subject matter of these terms and conditions. No oral explanation or information provided by either party to the other affects the meaning or interpretation of these terms and conditions or constitutes a collateral agreement, warranty or understanding between the parties. No waiver of any of the provisions of these terms and conditions by a party shall be effective unless made in writing addressed to the other party and duly signed by the party making the waiver.

### Governing Law & Jurisdiction

This agreement, and these terms and conditions, shall be governed by and construed in accordance with the laws of the State of Victoria, Australia and, where Commonwealth jurisdiction applies, the laws of Australia.

The parties irrevocably agree that the courts of Victoria and the Australian Commonwealth shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with these terms and conditions.

### Acknowledgement you are over 18 or, if not, have Parental Consent

You acknowledge that either:

- (a) you are 18 years of age or over; or
- (b) you are under 18 years of age but have permission of a parent, guardian or other person with parental responsibility for you to use this Site and access the Services.

**When you purchase an online product you will be asked to confirm that you have read, understood and agreed to these terms and conditions.**

