

TERMS OF USE

NOTICE: These Terms of Use are legally binding. It is your responsibility to read these Terms of Use carefully prior to using or accessing this Website.

The Phronesis Counselling website at phronescounselling.com (the “**Website**”) is owned and operated by [Lauren Gaudet] (“**us**”, “**we**”, “**our**”). These Terms of Use (the “**Terms**”), together with our Privacy Policy, govern your relationship with us. If you use or access the Website, you are indicating that you have read, and that you understand and agree to comply with, and be legally bound by, these Terms, whether or not you become a registered user of our services. If you do not agree to these Terms, then you do not have the right to access or use the Website.

1. Acceptance of Terms

Your use of this Website is expressly conditional upon your accepting and agreeing to these Terms. Your use of the Website will be deemed to be acceptance of these Terms. If these Terms are not acceptable to you, you must immediately terminate your use of this Website.

2. Website and Terms Subject to Change

We may, at any time, for any reason, and without notice, make changes to this Website, including its look, feel, format, or content; the services offered through this Website; or these Terms. Unless explicitly stated otherwise, any such changes or any new features or functionality we implement on our Website will take effect when posted to the Website and will be subject to these Terms, as amended from time to time. By continuing to use this Website, you will be deemed to have accepted and agreed to be bound by any such changes.

3. Account Registration

In order to access certain features of the Website, you may be required to register to create an account (“**Account**”) through JaneApp, an online clinic management platform operated by Jane Software Inc. (“**JaneApp**”). If you choose to register for an Account, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of Canada or other applicable jurisdiction. You also agree to:

- (a) provide true, accurate, current, and complete information about yourself as required by our registration form (the “**Registration Data**”);
- (b) maintain and update the Registration Data to keep it true, accurate, current, and complete; and
- (c) be responsible for all activities that occur under your Account.

If you provide any information that is, or we have reason to suspect is, untrue, inaccurate, not current, incomplete, or otherwise in violation of these Terms, we have the right to suspend or terminate your Account and refuse any and all current or future use of our services.

You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party. Unless expressly authorized by a specific feature on Phronesis Counselling, you are not permitted to share your Account with anyone or allow others to access or use your Account. You must immediately notify us of any unauthorized use of your Account.

4. Copyright

All material on this Website, including without limitation the design, layout, videos, audio, text, photographs, graphics, articles, interfaces, computer code, appearance, trademarks, logos, and other content or elements comprising the Website (the “**Protected Material**”) are copyrighted works and are owned or licensed by us, unless otherwise specified, and are protected by Canadian and international copyright laws and treaty provisions.

Reproduction of the Protected Material, or any part thereof, is prohibited except with our written consent or in accordance with the law and we (subject to the rights of our licensors and licensees under applicable agreements, understandings, and arrangements) maintain all rights related to the Protected Material.

5. Scope of Use

You may use or access the materials on this Website for your personal use only. You may not use the materials on this Website for any professional, commercial, or other business purposes, without our prior written consent. No right, title, or interest in any of the materials contained on this Website is transferred to you as a result of accessing, downloading, or printing the materials on this Website. You may not copy, modify, distribute, transmit, display, reproduce, publish, or license any part of this Website, create derivative works from, link to, or frame in another website, use on any other website, transfer, or sell any information obtained from this Website without our prior written consent.

6. User Content

We may, in our sole discretion, permit you to submit or post material or content to or on this Website or on social media channels (“**User Content**”). By posting User Content, you grant us a license to use such User Content. We do not have to compensate you for our use of any User Content. We are not responsible for any safekeeping of User Content.

7. Your Representations and Warranties

You represent and warrant that you have the requisite rights in any User Content that you post on this Website. You agree that you will not submit or post material that is copyrighted, protected by trademark, or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant us all of the rights set out above.

8. Inappropriate Content

You agree not to submit, post, or use any inappropriate content in relation to this Website, including but not limited to content that:

- (a) contains falsehoods or misrepresentations that could damage us, our users, or any third party;
- (b) impersonates any person or entity or falsely states or otherwise misrepresents your affiliation with a person or entity;
- (c) is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offence, give rise to a civil liability, violate any local, provincial, national, or international law, or is otherwise inappropriate in our discretion;
- (d) contains advertisements or solicitations of business; or

- (e) contains anything, such as viruses, that will disturb, destroy, or impair the use of the Website.

9. Responsibility for User Content

Some of the forums on the Website, including our social media channels, are not moderated or reviewed. Accordingly, you will be held directly and solely responsible for any User Content you post. While not moderating these forums, we may periodically perform an administrative review for the purpose of deleting messages that are old, have received few responses, are off topic or irrelevant, serve as advertisements, or seem otherwise inappropriate in our discretion. We have full discretion to delete messages. Users are encouraged to read these Terms and the specific rules applying to any relevant forum before participating in that forum.

We reserve the right (but are not obligated) to do any or all of the following:

- (a) record the dialogue in publicly accessible areas of the Website;
- (b) examine an allegation that certain User Content does not conform to these Terms and determine in our sole discretion to remove or request the removal of such User Content;
- (c) remove User Content that is abusive, illegal, or disruptive, or that otherwise fails to conform with these Terms;
- (d) terminate a user's access to any part or all of the Website upon any breach of these Terms;
- (e) monitor, edit, or disclose any User Content posted on publicly accessible areas of the Website; or
- (f) edit or delete any User Content posted on the Website, regardless of whether such User Content violates these Terms.

10. Guest Bloggers and Feature Contributors

We may, in our sole discretion, invite guest bloggers or feature contributors to submit material or content for inclusion on the Website.

Submitting materials to us as a guest blogger or feature contributor does not create a contractor or employee relationship with us. You agree that you are not entitled to, and do not expect, any wages or compensation from us for any of your content, unless explicitly stated otherwise. You also agree that you are not eligible for any employee benefit plans or programs. You further agree that you are not under our direction or control and that you cannot hold yourself out as our agent or representative or attempt to bind us to any obligations.

Submitting materials to us as a guest blogger or feature contributor does not create an exclusive relationship between us. We will be free to accept submissions from other parties, including submissions that are the same or similar in nature to those provided by you, and you will be entitled to offer and provide content to other websites.

11. Opinions Expressed on Website

Opinions and other statements expressed by users and third parties (including, but not limited to, guest bloggers and feature contributors) are theirs alone, and do not represent our opinions. Content created by third parties is the sole responsibility of the third parties and its accuracy and completeness are not endorsed or guaranteed by us.

12. Third Party Websites

From time to time this Website may include links to other websites. These links are provided for your convenience only. We do not control such third-party websites and we are not responsible for their content nor are we responsible for the accuracy or reliability of any information, data, opinions, advice, or statements contained within such websites. Please read the terms and conditions or terms of use policies of any other company or website you may link to from our Website. These Terms apply only to our Website and the services we offer directly through this Website.

IF YOU DECIDE TO ACCESS ANY OF THE THIRD-PARTY WEBSITES LINKED TO ON THIS WEBSITE, YOU DO SO AT YOUR OWN RISK. WE EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS AND IMPLIED, AS TO THE ACCURACY, VALIDITY, OR LEGALITY OF ANY MATERIALS OR INFORMATION CONTAINED ON SUCH THIRD-PARTY WEBSITES. WE WILL NOT BE LIABLE IN ANY WAY, EITHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF, OR IN CONNECTION WITH THE USE OF, OR RELIANCE ON ANY CONTENT, PRODUCTS, OR SERVICES AVAILABLE THROUGH SUCH THIRD-PARTY WEBSITES.

13. Accuracy of Information

The information contained in this Website is for general information purposes only. We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the Website or the information, or services contained on the Website for any purposes.

14. No Representations or Warranties

THIS WEBSITE IS MADE AVAILABLE TO YOU ON AN “AS IS” BASIS AND YOUR USE OF ANY INFORMATION OR MATERIALS ON THIS WEBSITE, AND ANY RELIANCE YOU PLACE ON SUCH INFORMATION OR MATERIALS, IS ENTIRELY AT YOUR OWN RISK, FOR WHICH WE WILL NOT BE LIABLE. WE EXPRESSLY DENY ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THIS WEBSITE. FOR GREATER CERTAINTY, WE DO NOT REPRESENT NOR WARRANT THAT THE USE OF THIS WEBSITE WILL SATISFY YOUR PURPOSES NOR THAT USE OF THIS WEBSITE WILL BE UNINTERRUPTED OR FREE OF INACCURACIES. IT WILL BE YOUR OWN RESPONSIBILITY TO ENSURE THAT ANY SERVICES OR INFORMATION AVAILABLE THROUGH THIS WEBSITE MEET YOUR SPECIFIC REQUIREMENTS. NONE OF THE MATERIAL ON THE WEBSITE IS TO BE TAKEN AS ADVICE OF ANY KIND.

15. International Use

The Website is directed to those individuals located in Canada. The Website is not directed to any individual or entity in any jurisdiction where (by reason of nationality, residence, citizenship or otherwise) the publication or availability of the Website and its content, including its services, are unavailable or otherwise contrary to applicable local laws or regulations. If you access this site from any location outside of Canada, you agree that you are doing so on your own initiative and at your own risk and that you are wholly responsible for compliance with applicable local laws. We make no representation that the materials on this Website are appropriate or that any services offered through the Website are available for use in your particular jurisdiction.

16. Changes to the Website

We do not make any promise regarding the continuation of any current features or functionality or delivery of any future features or functionality. We have the right to change any of the features or functionality on this Website or the services being offered on this Website. We also reserve the right to change any fees and initiate any new fees in connection with the Website or any services being offered on this Website. We reserve the right at any time and from time to time to modify, discontinue, or otherwise make unavailable, temporarily or permanently, the Website, or any part thereof, with or without notice and solely at our discretion. We will not be liable to you or any third party for any loss or damage relating to such modification, discontinuance, or unavailability of the Website.

17. Limitation of Liability

YOUR USE OF THE WEBSITE AND ANY MATERIALS OR CONTENT FOUND ON THE WEBSITE IS AT YOUR OWN RISK. IN NO EVENT WILL [LAUREN GAUDET OWNER, PHRONESIS COUNSELLING], ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, OR AGENTS, BE LIABLE UNDER CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSSES OR DAMAGES, OR FOR ANY LOSSES OR DAMAGES RESULTING FROM LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR DAMAGE TO DATA, OR DAMAGES FOR PURE ECONOMIC LOSS, HOWEVER CAUSED, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO, USE OF, OR RELIANCE ON THE MATERIALS OR CONTENT FOUND ON THE WEBSITE (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR THAT ARISE IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM THE USER, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION OR DELIVERY, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF, RECORDS, PROGRAMS, OR FILES, INTERRUPTIONS IN TELECOMMUNICATIONS, CONNECTIONS TO THE WEBSITE, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE WEBSITE OR THE MATERIALS OR CONTENT ON THE WEBSITE. THE LIMITATIONS IN THIS SECTION APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

18. Termination, Unauthorized Use

In the event that you breach these Terms, we have the right to terminate your access to the Website, to delete any User Content, and to disclose any of your information as necessary. Unauthorized use of this Website may give rise to a claim for damages and/or result in you being held liable for a criminal offence in a court of law. In addition, we reserve the right to terminate your access to our Website for any reason, and to take any other actions that we, in our sole discretion, believe to be in the interest of us or our users as a whole.

19. Indemnity

You agree to indemnify, defend, and hold harmless [Lauren Gaudet, Phronesis Counselling], its affiliates, and their respective directors, officers, shareholders, employees, agents, licensors, and suppliers, from and against any and all claims, actions, demands, losses, expenses, damages, and costs, including reasonable lawyers' fees, resulting from, or alleged to result from, your acts, omissions, access to or use of this Website, your violation of these Terms, your breach of your representations and warranties hereunder, or your violation, or violation by any other user under your name, of any laws, including intellectual property laws, or other right of any entity or person in relation to your use of the Website. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification, in our sole discretion. In such event, you will provide us with such cooperation as is reasonably requested by us.

20. Relationship

These Terms do not create a joint venture, partnership, employment, client-counsellor, or agency relationship between us and you.

21. Privacy

Information that we collect about you is subject to our Privacy Policy. Please see our full Privacy Policy at [\[here\]](#).

22. Severability

The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision of these Terms and any such invalid or unenforceable provision will be deemed to be severable.

23. Waiver

No waiver of any breach of any provision of these Terms will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by the waiving party.

24. Assignment

we have the right to assign these Terms in relation to a merger, acquisition, corporate reorganization, by operation of law, or otherwise.

25. Jurisdiction

The laws of the Province of British Columbia, Canada and the federal laws of Canada applicable therein govern these Terms and any dispute of any sort that might arise between you and us. Except as otherwise provided herein, you agree that any claim, whether at law or equity, arising out of or related to the provision of services or information by us, regardless of the date of accrual of such dispute, will be within the exclusive jurisdiction of the courts of British Columbia, Canada.

26. Contact

If you have any questions or concerns about these Terms, please contact us in writing at [lauren@phronesiscounselling.com].