

NORTHWEST ONTARIO COUNSELLING & CONSULTING - WEBSITE TERMS OF USE

1. ACCEPTANCE OF TERMS

[HEYENS AND MCMAHON PSYCHOTHERAPY PROFESSIONAL CORPORATION] operating as [NorthWest Ontario Counselling & Consulting] (the “**Provider**”) provides Services (as defined below) to you through this website (“**Site**”) and access to and use of this Site and the Services are provided to you subject to your acceptance of and compliance with the following terms and conditions (“**Terms**”).

By visiting our Site, you acknowledge that you have read, accepted, and agreed to these Terms. If you do not agree to these Terms, you will not be able to use this Site. In addition, when using the Services, you will be subject to any posted guidelines or rules applicable to such Services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms. The Provider reserves the right to change these Terms at any time without prior notice and your continued access or use of this Site or the Services after such changes indicates your acceptance of the Terms as modified. It is your responsibility to review these Terms regularly. These Terms were last updated on [October 17th, 2024].

If you do not agree with one or more of these Terms, do not access or use this Site or our Services.

2. DESCRIPTION OF SERVICES

The Provider provides psychotherapy services to children, teens, adults and seniors presenting with a variety of mild to moderate mental health struggles such as anxiety, depression, relationship struggles, grief, and trauma (the “**Services**”).

3. PRIVACY POLICY

Your Credentials, Registration Data and any other information that you provide to us through this Site, as well as certain other information about you, is subject to the Provider’s Privacy Policy. Your privacy is important to us. For more information, please see our Privacy Policy for details.

4. USE OF THE SITE

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6. USER GENERATED CONTENT

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We value your visit to this Site and welcome any questions, comments or feedback you might have about this Site, these Terms or any of the products or services offered by the Provider ("**Feedback**"). Please refer to the Contact section of this Site for phone and fax numbers and email addresses.

If you provide User Content or Feedback, you grant the Provider a non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use and commercialize the feedback in any way and for any purpose without providing any compensation to you or any other person. You also grant the Provider the right to use the name you submit with the User Content or Feedback, if any, in connection with the Provider's rights hereunder.

7. HYPERLINKS

Hyperlinks on this Site are provided for your convenience only. These links do not imply an endorsement of any linked sites or an affiliation with their owners or operators. The Provider has no control over the content of any linked site. This content is the sole responsibility of the owner or operator of the linked site.

8. ACCEPTABLE USE AND RESTRICTIONS

In addition to complying with these Terms, you agree to use this Site, the Services and materials on this Site for lawful purposes only and in a manner consistent with local, national or international laws and regulations. Some jurisdictions may have restrictions on the use of the Internet by their residents.

Potential users of this Site or the Services, in any jurisdiction of the world whose laws would: (i) void these Terms in whole or in any essential part (the essential parts being at least, but not only, the provisions relating to governing law, and limitation of liability); or (ii) render accessing this Site illegal, are unauthorized to use this Site.

You agree not to use the Services or this Site in any manner that: (i) infringes, violates or misappropriates the intellectual property rights of any third party; or (ii) may be considered defamatory, discriminatory or otherwise malicious or harmful to any person or entity.

9. INDEMNITY

You will defend, indemnify and hold harmless the Provider from and against any and all losses, damages, costs, expenses (including legal fees), claims, complaints, demands, actions, suits, proceedings, obligations and liabilities (including settlement payments) arising from, connected with or relating to your use of this Site, its content or materials, or the Services, User Content or Feedback, or your negligence, misconduct, or breach of these Terms. Notwithstanding the foregoing, the Provider retains the right to participate in the defense of and settlement negotiations relating to any third-party claim, complaint, demand, action, suit or proceeding with counsel of its own selection at its cost and expense.

10. DISCLAIMERS

You understand and agree that:

- (a) Use of this Site is at your sole risk. This Site is provided on an “as is”, “as available” basis. Neither the Provider, nor any of its respective employees, agents, officers, directors or third party service providers (collectively, the “**Provider Parties**”) make any warranty or condition of any kind, whether express or implied, regarding this Site, and the Provider Parties specifically disclaim the implied warranties and conditions of merchantable quality, fitness for a particular purpose and non-infringement of third party rights, to the maximum extent permitted by law.
- (b) The Provider Parties make no warranties or conditions regarding the quality, reliability, timeliness or security of the Site or that access to the Site will be uninterrupted or error-free. The Provider Parties assume no responsibility or liability for the deletion or failure to store or access, or to store or access properly, email messages and electronic files. You assume the entire risk in downloading or otherwise accessing any data, files or other materials obtained from third parties as part of the Services, even if you have paid for virus protection services.
- (c) The access to and downloading of material from this Site is done at your own risk. The Provider makes reasonable efforts to ensure that this Site is virus-free, but the Provider does not at any time guarantee or warrant that such materials are free of viruses, worms, Trojan horses or other destructive code. You are responsible for implementing safeguards to protect your computer system and data and you are responsible for the entire cost of any service, repairs or corrections necessary as a result of the use of this Site or the Services.

11. LIMITATIONS OF LIABILITY

IN NO EVENT WILL THE PROVIDER BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, COMPENSATORY OR PUNITIVE DAMAGES OR LOSSES OR DAMAGES FOR LOSS OF INCOME, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES OR OTHER PECUNIARY LOSS, ARISING OUT OF OR RELATED TO THESE TERMS, THE USE OF THIS SITE OR THE SERVICES. THE PROVIDER PARTIES WILL NOT BE LIABLE FOR ANY ACTUAL OR ALLEGED INFRINGEMENT BY ANY THIRD-PARTY MATERIALS AVAILABLE THROUGH THE SERVICES. IN NO EVENT WILL THE CUMULATIVE LIABILITY OF THE PROVIDE PARTIES ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE AMOUNT PAID BY YOU IN THE ONE MONTH IMMEDIATELY PRIOR TO ANY CLAIM. TO THE EXTENT THAT SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS ON SOME CATEGORIES OF DAMAGES, THESE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY APPLY REGARDLESS OF THE CAUSES, CIRCUMSTANCES OR FORM OF ACTION GIVING RISE TO THE LOSS, DAMAGE, CLAIM OR LIABILITY, EVEN IF SUCH LOSS, DAMAGE, CLAIM OR

LIABILITY IS BASED UPON BREACH OF CONTRACT (INCLUDING, WITHOUT LIMITATION, A CLAIM OF FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM), TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND EVEN IF ADVISED OF THE POSSIBILITY OF THE LOSS, DAMAGE, DELAY, CLAIM OR LIABILITY.

You acknowledge and agree that these Terms present a fair allocation of risk and liability, and that this Section 12 is an essential part of the bargain between the Parties, a controlling factor in setting any fees or other charges, and an inducement to the Parties to enter into these Terms.

12. GENERAL

These Terms, the Privacy Policy and all other notices, policies and statements contained on this Site (all as may be amended by the Provider from time to time without prior notice) constitute the entire agreement between the Provider and you. These Terms cannot be modified except as described herein. Anything in this Site inconsistent with these Terms is superseded by these Terms. No waiver of any of these Terms will be deemed a further or continuing waiver of such Term or any other Term. If in any jurisdiction, any of these Terms are held to be unenforceable by a court of competent jurisdiction, such Terms will be restricted or eliminated to the minimum extent necessary and the remaining Terms will otherwise remain in full force and effect. The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms.

The relationship between the Provider and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other as a result of these Terms or this Site.

These Terms and the subject matter of these Terms and all related matters will be governed by, and construed in accordance with, the laws of the Province of Ontario, Canada and the laws of Canada applicable in Ontario, excluding any laws that implement the United Nations Convention on Contracts for the International Sale of Goods or the United States Uniform Commercial Code, and excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws. Subject to the following paragraph, you submit to the exclusive jurisdiction of the courts of the Province of Ontario.

To the extent permitted by applicable law, unless the Provider agrees otherwise, any claim, dispute or controversy, whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future, arising out of or relating to the Services, this Site, these Terms or the Privacy Policy, will be determined by final and binding arbitration to the exclusion of the courts. Where applicable, arbitration will be conducted in the province in which you reside, on a simplified and expedited basis by one arbitrator pursuant to the current



laws and rules relating to commercial arbitration in the province or jurisdiction in which you reside on the date of the notice. The foregoing does not, however, preclude the Provider from seeking injunctive relief in other jurisdictions when necessary to protect its interests. You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a Claim proceeds in court rather than in arbitration, you waive any right to a jury trial.

These Terms have been drawn up in the English language at the express request of the parties.
Les présentes modalités ont été rédigées en anglais à la demande expresse des parties.

13. CONTACT US

We value your visit to this Site and welcome any questions or comments you might have about this Site, these Terms, or any of the products or services offered by the Provider. Please refer to the Contact section of this Site for phone, email addresses and other ways to contact us.