

Central Recovery Center User Terms of Use

DO NOT USE THIS SERVICE FOR EMERGENCY MEDICAL NEEDS. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY.

IF YOU ARE THINKING ABOUT SUICIDE OR IF YOU ARE CONSIDERING TAKING ACTIONS THAT MAY CAUSE HARM TO YOURSELF OR TO OTHERS, OR IF YOU FEEL THAT YOU OR ANY OTHER PERSON MAY BE IN ANY DANGER, OR IF YOU HAVE ANY MEDICAL EMERGENCY, YOU MUST IMMEDIATELY CALL 911 OR THE RELEVANT EMERGENCY SERVICE NUMBER AND NOTIFY THE PROPER AUTHORITIES.

PLEASE CHECK OUR WEBSITE FOR A SUICIDE HOTLINE AND A LIST OF OTHER SUGGESTED RESOURCES FOR MENTAL HEALTH EMERGENCIES WHICH MAY BE CONSULTED WHEN FACED WITH AN IMMEDIATE OR EMERGENCY CRISIS.

Please review this entire document carefully and sign before beginning your first session with your therapist. If you have any questions about it ask your therapist before your session begins before signing this agreement.

Central Recovery Center's Online Agreement:

This Agreement contains the Terms and conditions (the "Agreement") which govern your access and use of our online platform through which counseling or therapy may be provided (collectively the "platform"). The platform may be provided or be accessible via multiple websites or applications whether owned and/or operated by us or by third parties, including without limitation owned by Simple Practice LLC and operated by Central Recovery Center. By accessing or using the platform, you are entering into the Agreement. You should read this Agreement carefully before starting to use the platform. If you do not agree to be bound by all of the terms of this Agreement, you must not access the platform.

When the terms "we", "us", "our" or similar words are used in this Agreement, they refer to any company that owns and/or operates the platform (the "Company").

Online Connection Services provided by Central Recovery Center:

Central Recovery Center's online therapy connection services are specifically designed to connect clients and patients with licensed mental health professionals. Central Recovery Center requires all mental health professionals on its platform to be an accredited, trained, and experienced licensed marriage and family therapist (LMFT), Psychologist (PSY.D / PHD), licensed clinical social worker (LCSW), licensed professional counselor (LPC), or similar applicable recognized professional certification based on their state and or jurisdiction. Each mental health professional must have a relevant college degree in their field and must be certified by their respective professional board after successfully completing the mandatory education, exams, training and practice requirements as applicable.

You hereby certify that you are (i) over the age of eighteen (18) or have the legal ability to consent to Therapy or have your Parent/Guardian's consent to Therapy, and (ii) are physically located or are a resident of the State or Country you have chosen as your current residence when creating your Account. You agree to provide "Contact Information" (your personal contact and/

or a close family member/relation) to Us and your Counselor or Therapist to act as an information source to be used in case of a mental health crisis or other emergency when knowledge of your location is crucial. You acknowledge that your ability to access and use the Service is conditioned upon the truthfulness of the information you provide regarding your age, residence and Contact Information, and that the Providers you access (“Provider(s)”) are relying upon this certification in order to interact with you and provide you services.

All Therapists and Counselors are Independent Contractors:

Each therapist or Counselor is an independent contractor with Central Recovery Center, and none of them are employees, agents, owners, or representatives of Central Recovery Center. Central Recovery Center’s services are limited to connecting you with the therapist’s services. Each therapist is responsible for providing their own treatment and services. However if you feel that your therapist that you are connected to does not fit your needs, you can always request to be given a different therapist who provides services through the Central Recovery Center Platform.

Risks:

You understand and agree that there are risks associated with participating in Central Recovery Center’s Platform, including, but not limited to, the possibility, despite reasonable efforts and safeguards on the part of your therapist, that your therapist sessions and transmission of your treatment information could be disrupted or distorted by technical failures and/or interrupted or accessed by unauthorized persons, and in spite of our attempts to prevent it, that the electronic storage of your treatment information could be accessed by unauthorized persons. You understand and agree that miscommunication between yourself and your therapist may occur via use of Central Recovery’s Platform. You understand and agree that there is a risk of being overheard by persons near yourself and that I am responsible for using a location that is private and free from distractions or intrusions. I understand that in some instances remote video and audio sessions may not be as effective or provide the same results as in-person therapy.

Your Relationship With The Provider Is Strictly With The Provider.

You understand and agree that your relationship with the Provider is strictly with the Provider. Central Recovery Center is not involved in the Provider-patient relationship and does not interfere, validate or control the Provider’s treatment. You are advised to exercise a high level of care and caution in the use of Central Recovery Center’s Network of Providers as you would making any mental health or medical decision. You should never disregard, avoid, or delay obtaining medical advice from your primary doctor or other qualified healthcare provider solely because of information you saw on the Central Recovery Center site or advice you received through a Central Recovery Network Provider.

Privacy and Confidentiality:

Your privacy & confidentiality is taken extremely seriously. Information about our security and privacy practices can be found on our Privacy Policy available at [www._____](http://www._____.com). (The “Privacy Policy”).

BY AGREEING TO THIS AGREEMENT AND/OR BY USING THE PLATFORM, YOU ARE ALSO AGREEING TO THE TERMS OF THIS PRIVACY POLICY. THE PRIVACY POLICY IS INCORPORATED INTO AND DEEMED A PART OF THIS AGREEMENT. THE SAME RULES THAT APPLY REGARDING CHANGES AND REVISIONS OF THIS AGREEMENT ALSO APPLY TO CHANGES AND REVISIONS OF THE PRIVACY POLICY.

Situations Where Confidential Communications May Be Revealed:

What you say in therapy is held in confidence and will not normally be disclosed to anyone outside your treatment. However, in certain situations, mental health professionals are required by law to reveal information obtained during therapy to other people or agencies without your consent. In such situations, your therapist is not required to inform you of their actions.

Confidentiality does not apply to the following:

1. Cases of suspected abuse or neglect to children or the elderly.
2. Cases of potential harm to yourself or others.
3. Mental health professionals can be ordered by a Court to present their notes to the court system. Your therapist will have comply with a court's requests if legally obligated to,
4. Third Party health insurance companies will require information from your therapist before paying for some or all of the services you receive. The third party will be informed of only the information that is required for payment or reimbursement for your treatment. If a third party requires a report about your insurance claim from your therapist, they are to only release information relevant and required by your insurance company.
5. If other people are being seen by your therapist in the same session as you, the clinical notes completed by your therapist will likely include information about both you and the other people brought into the session with you. The confidentiality of anything that is said or disclosed during a session organized in this manner cannot be guaranteed outside from the other people who are brought into the session. (Your therapist will keep confidentiality, however your therapist can not prevent anyone else who was brought into the session with you from speaking about what was said during the session.)
6. If you submit a separate consent form requesting that your therapist release information to another health professional, the requested information that is consented to be released by you will be shared between your therapist and the professional(s) who have requested the information.

Your Obligation to Give Us Accurate Information

You hereby confirm that all of the information including your name, address and credit card information you provide us through the Platform, both now and in the future, is accurate, current, and complete. You agree to update this information so it will continue to be accurate, current and complete.

You agree that you are responsible for maintaining the confidentiality of your password and other security information related to your account access with us. You agree to change your password frequently and notify us as soon as possible if you become aware of any breach of security with your own password.

You agree that we are not liable for any loss or damage that you incur as a result of someone else using your account, either with or without your knowledge and/or consent.

Minors:

If you are under eighteen years of age, please be aware that your parents or legal guardians have the legal right to examine your treatment records in most situations. Only information about the work that is being done between you and your therapist required to be shared by law will be given if your parent or legal guardian requests this information.

If You Have Questions:

It is very important during the treatment process for the person being seen to be able to feel comfortable, especially about the information that is being discussed. You can always ask your therapist if something will be shared or how something will be shared if you are not sure, and they can walk you through how and why something will be discussed.

Confidentiality is only broken by your mental health professional if it is for the safety and welfare of the person being seen, or to prevent harm from being done to others.

Please Keep In Mind:

During therapy you oftentimes may talk about some of the toughest things you have been through or are going through in life. It is very normal for people to experience a variety of uncomfortable emotions as you talk about, remember, and resolve issues around unpleasant events. Many people may feel that they were better before they started counseling as they are experiencing some of these unwanted emotions, but it is very important to remember that through the healing process in order to resolve these issues you normally have to first face them and handle them before you can resolve them. It is usually very beneficial to bring up these thoughts and feelings with your therapist if you are feeling this way so they will be able to help you through every step of the way. It is better to have a trained counselor or therapist help you through this process rather than trying to do so on your own.

Acceptable Uses of the Platform

You agree not to access or use the Platform in an unlawful way or for an unlawful or illegitimate purpose or in any manner that contravenes these terms. You shall not post, use, store or transmit (i) a message or information under a false name; (ii) information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening or hateful to any person; or (iii) information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others. You shall not attempt to disrupt the operation of the Platform by any method, including through use of viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding or spamming. You shall not use the Platform in any manner that could damage, disable or impair the Platform. You shall not attempt to gain unauthorized access to any user accounts or computer systems or networks, through hacking, password mining or any other means. You shall not use any robot, scraper or other means to access the Platform for any purpose. Neither Central Recovery Center nor its affiliates are under any obligation to respond to messages posted on the Platform. You are solely responsible for the information or material you post on the Platform.

Indemnification

You agree to indemnify us, defend us, and hold us harmless from and against any and all claims, losses, causes of action, demands, liabilities, costs or expenses (including, but not limited to, litigation and reasonable attorneys' fees and expenses) arising out of or relating to any of the following: (a) your access to or use of the Platform; (b) any actions made with your account or Account Access whether by you or by someone else; (c) your violation of any of the provisions of this Agreement; (d) non-payment for any of the services (including Counselor and Therapist Services) which were provided through the Platform; (e) your violation of any third party right, including, without limitation, any intellectual property right, publicity, confidentiality, property

or privacy right. This clause shall survive expiration or termination of this Agreement.

Payment:

Each one hour session costs \$85.00 and this amount must be paid in full by you before your session is scheduled. For online therapy, Central Recovery Center does not accept insurance, however you may always request a “superbill” itemized list of services you have received to present to your insurance company for reimbursement. If you request a superbill you will receive the paperwork from your therapist, but you are still responsible for submitting it to your insurance provider. We cannot guarantee that your health insurance provider will reimburse you. Each insurance company has their own policies that can differ from plan to plan.

Cancellation Policy:

In the event you do not appear for a scheduled session you will be charged the full \$85.00 for the session you missed. You have 72 hours before your scheduled time to reschedule or cancel. If you do not cancel at least 72 hours before your appointment, a refund cannot be given and you will still be charged the full \$85.00 for your session. If you cancel at least 72 hours before your scheduled session, you will be given the option to receive a full refund or to reschedule to a later date and time.

Professional Records:

Mental health professionals are legally required to keep treatment records. You are always able to request a copy of your records unless your therapist believes that seeing them would be emotionally damaging to you. In that case, your therapist would be able to send your records to a mental health professional of your choice. These are records made by health professionals, who may use abbreviations and technical language, so it is very easy for someone to misinterpret them. This can be upsetting to untrained readers. It is recommended that you review them in the presence of your therapist if necessary, so the other health professional is able to most accurately understand their content. If a request is made for this information to be discussed with this other health professional, you, your parents, or legal guardians, then you will be charged \$85.00 and receive a 1 hour session for this discussion time. If more time is needed you will be required to book another 1 hour session, or if your therapist is able to, they can arrange a longer session.

Hyperlinks

Any link (including a hyperlink, button or referral device of any kind) used by Central Recovery Center is provided only for your convenience. The appearance of a link does not constitute an endorsement, recommendation or certification by Central Recovery Center, nor should the presence of a link in any way be construed as a suggestion that any third party website has any relationship to Central Recovery Center. Central Recovery Center does not endorse the content on any third-party websites. Central Recovery Center is not responsible for the content of linked third-party websites or third-party advertisements, and does not make any representations regarding its content or accuracy. Central Recovery Center does not knowingly link to websites that may infringe on valid and existing trademarks, service marks, copyrights or patents. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for any such other websites.

International Use Not Authorized

Central Recovery Center and its website is for domestic use in the United States only. It is not designed for International Use.

Termination

Central Recovery Center may suspend or terminate your access to the Service and the Platform at any time, for any reason or for no reason at all. Central Recovery Center has the right (but not the obligation) to refuse to provide access to the Service to any person, agency or organization at any time, for any reason or for no reason at all, in its sole discretion. Central Recovery Center reserves the right to change terms, its website, its policies, its user and provider contracts, or to suspend, or discontinue all or part of the Service or Platform, temporarily or permanently, without prior notice.

Disclaimers

ACCESS TO THE SERVICE AND THE INFORMATION CONTAINED THEREIN IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CENTRAL RECOVERY CENTER DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, CENTRAL RECOVERY CENTER DOES NOT WARRANT THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE AND YOUR RELIANCE UPON ANY OF ITS CONTENTS IS AT YOUR OWN SOLE RISK.

YOU SHALL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO THE SERVICE OR ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR DISCLOSURE OF INFORMATION ON THE SERVICE CAUSED BY YOU OR ANY PERSON USING YOUR USERNAME OR PASSWORD. CENTRAL RECOVERY CENTER CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, DAMAGES OR LIABILITIES ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE, OR THE INTERNET, OR FOR YOUR MISUSE OF ANY PROTECTED HEALTH INFORMATION, ADVICE, IDEAS, INFORMATION, INSTRUCTIONS OR GUIDELINES ACCESSED THROUGH CENTRAL RECOVERY CENTER.

Limitations of Liability

CENTRAL RECOVERY CENTER IS ONLY A CONNECTING SERVICE TO YOUR THERAPIST OR PROVIDER. IN THE EVENT OF ANY PROBLEM WITH THE SERVICE OR ANY OF ITS CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SERVICE. UNDER NO CIRCUMSTANCES SHALL CENTRAL RECOVERY CENTER, ANY CENTRAL RECOVERY CENTER LICENSOR, OR SUPPLIER, OR ANY THIRD PARTY WHO PROMOTES CENTRAL RECOVERY CENTER, OR WHICH PROVIDES YOU WITH A LINK TO CENTRAL RECOVERY CENTER, BE LIABLE IN ANY WAY FOR YOUR USE OF THE SERVICE OR ANY OF ITS CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY INFRINGEMENT BY ANY CONTENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED BY YOU OR ANYONE AS A RESULT OF THE USE OF ANY CONTENT OR OF ANY OF THE THERAPISTS CONNECTED TO YOU THROUGH CENTRAL

RECOVERY CENTER.

UNDER NO CIRCUMSTANCES SHALL CENTRAL RECOVERY CENTER, ITS LICENSORS, OR SUPPLIERS OF MENTAL HEALTHCARE SERVICES, OR ANY THIRD PARTY WHO PROMOTES THE SERVICE, OR PROVIDES YOU WITH A LINK TO THE SERVICE, BE LIABLE FOR ANY COMPENSATORY, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR COMPUTER OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE SERVICE. THIS LIMITATION OF LIABILITY APPLIES WHETHER LIABILITY IS BASED UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MALPRACTICE OR OTHERWISE, EVEN IF CENTRAL RECOVERY CENTER OR OTHERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Note: Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply completely to you.

General Terms:

These Terms are governed by the laws of the State of California, without regard to any conflict of laws rules or principles. You irrevocably agree that the exclusive venue for any action or proceeding arising out of this Agreement or our relationship to you, regardless of the theory, shall be the U.S. District Court for the Southern District of California, or the state Court located in San Diego County in California. Central Recovery Center's failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. Notices required to be given to you by Central Recovery may be delivered by electronic mail to the address provided during the creation of your Account. These Terms constitute the entire Agreement between Central Recovery and yourself regarding the Service, and supersede and replace any prior agreements you and Central Recovery might have had regarding the Service. Central Recovery may revise these Terms from time to time without notice to you. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. We encourage you to read these terms periodically.

These Terms of Use were last updated on _____ and are deemed effective as amended as of this date.

By signing this user agreement, I confirm that I have read this document and had an opportunity to ask my therapist or someone at Central Recovery Services any questions I have about it. I agree to the terms of this document in its entirety.

* Client's Signature

By checking this, you are E-Signing this form.

*Parent's Signature (if client is under 18)

By checking this, you are E-Signing this form.