

ONLINE TERMS & CONDITIONS

Terms and Conditions

Please read the Terms of Use carefully. If you agree to the Terms of Use, you may use the VSee Telehealth system. The online counselling service (OCS) is designed to provide you with an alternative to face-to-face counselling whereby you can have ongoing therapeutic counselling via chat or video.

Online Counselling Services (OCS) on this website is provided by New Awakening Counselling Services via VSee Telehealth Software (vsee.com). If you do not wish to be bound by the Terms of Use, please do not proceed with registration for or use VSee Telehealth software.

1 Acceptance of Terms of Use and Amendments

Each time you use or cause access to this website, you agree to be bound by the site's Terms of Use. In addition, if you are using a particular service on or through this website, you will also be subject to any rules or guidelines applicable to that service.

2 Services

2.1 Contents

The services that OCS provide are ongoing time-limited counselling via chat or video.

The services for online counselling via the VSee Telehealth software will not be appropriate if:

- you are in a crisis situation;
- your personal safety is an issue, are currently suicidal or have been contemplating suicide;
- you require specialist medical treatment; and/or
- you have recently been diagnosed with psychosis (or feel that you have active psychosis);
- you have recently been diagnosed with or currently feel you have an eating disorder;
- you have recently been a victim of violence or been violent to a partner/friend.
- you are uncomfortable with the use of technology and computers;

Further information regarding OCS is below:

2.2 VSee Telehealth Software

The OCS service is a Canadian run private practice and uses a secure video and chat software from VSee Telehealth. Our counsellors are qualified and trained in mental health counselling, specifically in online counselling. New Awakening Counselling Services and VSee Telehealth have signed an agreement to provide safe and secure connection and stored data. This service is in a highly encrypted environment (256 bit), to ensure privacy and safety.

2.2 General Psycho-Educational Information.

If you wish to ask questions first before you engage with online counselling, please contact Nicole Richard at (506) 233-3015. She will be happy to answer any of your questions.

2.4 Client Centred

New Awakening Counselling & Coaching Services provides client-centered approach with CBT, Solution-Focused and/or Mindfulness-based Cognitive Therapy.

2.4.1 Alternative Services

You may opt out of counselling at any time or may ask to choose another counsellor or ask to see a face-to-face counsellor at their own volition. VSee is not held responsible or obliged to fulfill such request. Please speak to your OC for alternative options.

Your OC may also direct a you to another counsellor if he/she deem the online service is not helping you or your situation has changed to warrant a face-to-face session.

2.4.2 Payment:

The use of VSee software is free for clients. Your online counsellor or VSee Telehealth will provide you with instructions on the download process. Online counselling services are paid directly to your online counsellor. Payments are accepted by e-transfer and PayPal.

2.5 Limitations of Services

While there are benefits to counselling services being available online, it is also acknowledged that there are limitations and that at times the traditional forms of face-to-face counselling may be encouraged as directed by the online counsellor. If at any time you believe that the OCS do not meet or address your needs, and you feel you need further help, you are advised to seek face-to-face counselling or alternatively an appropriate health care professional. Please discuss this with your OC first and he/she will be able to assist you.

2.5.1 Complaints and feedback

New Awakening Counselling Services is grateful for any constructive feedback, as this will help us to ensure we are meeting your needs as best as possible. Please feel free to send your feedback to info@newawaken.ca. Any issues can be discussed and negotiated with your online counsellor.

2.6 Services Provided in CANADA

The services New Awakening Counselling Services are provided in accordance with Canadian laws and health practice standards. You acknowledge and accept that the services do not comply with the laws and standards that apply in the jurisdiction in which you receive the services, if outside Canada.

3 Modification or Discontinuance

Although New Awakening Counselling Services has taken great care in seeking the right online package to deliver safe and secure online counselling, we have no responsibility or liability for the timeliness, deletion, failure to store, inaccuracy, or improper delivery of any data or information.

4 Privacy Policy Statement

Registration data and other personally identifiable information that New Awakening Counselling Services and VSee Telehealth may collect is subject to these terms.

5 Security and Confidentiality

5.1 Security

VSee Telehealth does its best to protect their website from security breaches by employing HIPAA standards. While New Awakening Counselling Services endeavours to ensure that your personal information is secure, it is not possible to safeguard against all possible breaches of security. You are advised to ensure that the computer terminal from which you send email and messages from is secure, and that accessing the VSee site in a manner where other people are unable to see your password.

For more information on what you need to know about HIPAA standards and the Canada Health Information privacy, please go to : <https://vsee.com/blog/hipaa-canada-health-information-privacy/>

5.2 Confidentiality

OCS counsellors will keep a copy of the transcripts of sessions stored in the secure online package that is in the VSee platform. All records are stored in accordance with the VSee Telehealth Privacy Policy and in the same manner as face-to-face health record-keeping practices.

5.3 Limits to Confidentiality

The OCS reserves the right to report to relevant authorities, such as Mental Health professionals, the police or child protection authorities, situations where a client or associate of a client is judged to be at risk of self-harm, or of harming others, particularly if it the risk is to a person under 16 years of age. OCS counsellors are also obliged to report to police certain information obtained about the commission or suspected commission of a criminal act.

5.4 Communication of Information to Others

5.4.1 Professional Purposes

Where information is used for professional purposes, it may only be communicated to persons legitimately concerned with your case within the OCS. Confidential information will only be disclosed in these circumstances where:

- your identity is concealed;
- your consent to the disclosure is obtained prior to engaging with online counselling;
- the recipient of the information has been given prior notice of their privacy obligations in relation to the information; and,
- the recipient of the information has given an undertaking not to disclose the information to others.
- Under specific circumstances, information may be disclosed to a third party in order to avert risk. Legal compliance requires that if the responding counsellor is concerned about the safety of a student, or others, then confidentiality may be broken. In such situations, only minimal information necessary to avert risk will be disclosed, and attempts will be made to first discuss this with the student. In addition, records may be subpoenaed for court in exceptional circumstances. Under no other circumstances will the confidentiality of students' personal records be broken. Counsellors will keep a

separate note of the why they intervened and responded as they did in their caring response to you. This is stored in a highly encrypted server also. Students are also able to request to view their personal information in these records. Please refer to <http://www.swinburne.edu.au/privacy.htm> for more information on Swinburne's Privacy Policy

5.5 Ethics and Professional Guidelines

New Awakening Counselling Services, in providing online counselling services (OCS), adheres with the Canadian Counselling & Psychotherapy Association's Code of Ethics.

5.6 Change of modality

You may request to change from online counselling to see a face-to-face counsellor. Please ask your online counsellor for this referral process to occur. However, you cannot have both face-to-face and online counselling occurring at the same time. There may also be a delay between finishing with online counselling and commencing face-to-face counselling. Furthermore, you may not have the option of seeing the counsellor you were engaging with in online counselling for face-to-face counselling.

6 Your Responsibilities

6.1 Age

Online counselling is only permitted to persons 16 years or older. You are required to confirm with New Awakening Counselling Services that you are 16 years or older prior to registering and downloading VSee software.

6.2 Registration

In order to use the online counselling service (OCS), you must contact Nicole Richard of New Awakening Counselling Services for authorization, then go through the registration process on the VSee website, and agree to provide truthful information when requested. When registering, you agree to these Terms of Use. Your OCS counsellor will guide you during the registration process.

6.3 Password

You are responsible for maintaining the confidentiality of your password and shall be responsible for all uses via your registration and/or login, whether authorised or unauthorised by you. You agree to immediately notify us of any unauthorised use of your registration, user account or password.

You will be asked to devise your own password to access your account. We encourage that you ensure that this is a strong password and store the password in a safe place if possible.

6.4 Confidentiality of Your Data

You are responsible for maintaining the confidentiality of any data you download onto your computer and that VSee is not held accountable for any breach of confidentiality of any downloaded data. It is your responsibility to delete or keep safe transcripts of online conversations that you have downloaded or printed out. You should be aware that even deleted files can still be accessed.

6.5 Your Conduct

When using the OCS service, you have responsibility for:

- Attending to and meeting when you have your allocated time;
- Conducting your online communications in a way that will maximise your ability to benefit from it. (e.g. not be under the influence of drugs or alcohol, not be experiencing a state of crisis);
- Undertaking OCS in a way that will maximise your ability to benefit from it. (e.g. not be under the influence of drugs or alcohol, not be experiencing a state of crisis);
- Giving the OCS Counsellor relevant information in order for him/her to assist you; and,
- Be in a safe, private and secure environment in order to maximise the benefit of the OCS process. Treat the space and time that you have for online counselling as private and personal as you would a face-to-face session.

6.6 Your Use of OCS Electronic Communications.

You explicitly agree not to forward or copy email messages or other electronic communications from our online counsellors to other persons, except in circumstances where this has been agreed in advance by your OCS counsellor, and is done with written consent. You may not copy and paste bits of text or use the OCS counsellors advice out of context, or pass on the advice to a third party.

New Awakening Counselling Services will not video or record any video sessions directly. According to the N.B. Personal Health Information Privacy and Access Act, it is illegal to record without express permission.

7 Investigation

New Awakening Counselling Services may take steps, if necessary, to investigate any violation of these Terms of Use, including the recording of any communications or materials in its services.

8 Copyright and Intellectual Property

Material contained on the OCS website is copyright © New Awakening Counselling Services or is used with permission or under licence of VSee Telehealth Services. All other rights are reserved.

The information for starting online counselling on VSee will be stored in a highly encrypted server, and can be accessed by your online counsellor once you have successfully proceeded from the registration phase.

9. Privacy

You agree, as do online counsellors, to comply with the privacy policy in the Personal Health Information Privacy and Access Act of N.B. Details can be found at <http://www.info-priv-nb.ca/phipaa.asp> .