### **Terms and Conditions**

#### Introduction

Welcome to Serenity Associates ("we", "us", "our"). By accessing or using our website, www.serenity.associates, you agree to these terms and conditions. If you do not agree, please do not use our website or services.

#### **Services Provided**

Serenity Associates provides online therapy and counselling services conducted by licensed professionals. These services include individual therapy sessions, which are typically 50 minutes in length, and other therapeutic modalities as detailed on our website. Specific information about each service, including fees, is available on our website.

## **Client Obligations**

- 1. Account Creation: Clients must provide accurate and complete information when creating an account.
- 2. Confidentiality: Clients are responsible for maintaining the confidentiality of their account information and for all activities that occur under their account. Unauthorized use of another person's account is prohibited.
- 3. Prohibited Conduct: Clients must not misuse our website for unlawful purposes or in ways that could damage, disable, or impair the website. This includes, but is not limited to, transmitting any worms, viruses, or any code of a destructive nature.
- 4. *Compliance with Laws*: Clients agree to comply with all applicable local, state, national, and international laws and regulations regarding the use of our services.

## **Payments and Cancellation Policy**

- 1. Payment Terms: All payments for services must be made in advance through our secure payment system. Fees are non-refundable except as outlined in our cancellation policy.
- 2. Cancellation Policy: Clients must cancel appointments at least 24 hours in advance to avoid a cancellation fee. Cancellations made within less than 24 hours will incur a charge equivalent to the full session fee.
- 3. *In-Person Appointments*: In-person appointments require at least two weeks' notice. Any changes or cancellations for in-person appointments must also be made with at least two weeks' notice to avoid penalties.
- 4. Late Arrivals: If you arrive late for an appointment, your session will still end at the originally scheduled time, and you will be charged for the full session.
- 5. *Emergency Appointments*: Emergency appointments may be available based on therapist availability. Additional fees may apply, and such appointments are subject to our cancellation policy.
- 6. Refund Policy: Except as required by law, all payments are non-refundable. If you believe you are entitled to a refund, please contact us to discuss your case.

# **Privacy and Data Protection**

We are committed to protecting your privacy and personal data. Our Privacy Policy, available on our website, details how we collect, use, and protect your information. By using our services, you consent to the collection and use of your data as described in our Privacy Policy. We implement various security measures to maintain the safety of your personal information but cannot guarantee its absolute security. Clients are responsible for safeguarding their login information and should notify us immediately if they suspect any unauthorized use of their account.

### **Disclaimers and Limitation of Liability**

- 1. No Warranty: Our services are provided "as is" and without warranties of any kind, whether express or implied. We do not guarantee that our services will be error-free or uninterrupted.
- 2. Limitation of Liability: Serenity Associates is not liable for any indirect, incidental, or consequential damages arising out of or in connection with the use of our services or website. This includes, but is not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses. Our total liability to you for any damages arising from the use of our services or website shall not exceed the amount paid by you for the service giving rise to the claim.

#### Indemnification

You agree to indemnify, defend, and hold harmless Serenity Associates, its affiliates, and their respective officers, directors, employees, and agents from any claims, liabilities, damages, losses, and expenses (including reasonable attorney's fees) arising out of your use of our services, your violation of these terms, or your infringement of any third-party rights. This indemnification obligation will survive these terms and your use of the services.

# **Termination**

We reserve the right to terminate or suspend your access to our services at our sole discretion, without prior notice or liability, for any reason, including if you breach these terms. Upon termination, your right to use our services will immediately cease, and any provisions of these terms that by their nature should survive termination shall remain in effect. You may also terminate your account at any time by notifying us in writing, but any fees paid by you prior to such termination will not be refunded.

### **Governing Law and Dispute Resolution**

These terms are governed by and construed in accordance with the laws of the United Kingdom. Any disputes arising from these terms or your use of our services will be resolved through binding arbitration in accordance with the rules of the Arbitration Association. The location of the arbitration will be in the United Kingdom, and the arbitration proceedings will be conducted in English. You agree to submit to the exclusive jurisdiction of the courts located within the United Kingdom for the resolution of any dispute that may arise.

### **Changes to Terms**

We may update these terms at any time. Changes will be effective immediately upon posting on our website. Your continued use of our website and services signifies your acceptance of the updated terms. It is your responsibility to review these terms periodically for changes. If you do not agree with the changes, you should discontinue using our services.

# Severability

If any provision of these terms is found to be unenforceable or invalid by a court of competent jurisdiction, that provision will be limited or eliminated to the minimum extent necessary so that the remaining provisions of these terms will remain in full force and effect.

### **Entire Agreement**

These terms, together with our Privacy Policy and any other legal notices published by us on our website, constitute the entire agreement between you and Serenity Associates concerning the use of our website and services. They supersede all prior or contemporaneous communications, whether electronic, oral, or written, between you and Serenity Associates concerning our website and services.

#### Waiver

No waiver of any term of these terms shall be deemed a further or continuing waiver of such term or any other term, and Serenity Associates' failure to assert any right or provision under these terms shall not constitute a waiver of such right or provision.

### **Force Majeure**

Serenity Associates shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond Serenity Associates' reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation.

# **Assignment**

These terms and any rights and licenses granted hereunder may not be transferred or assigned by you but may be assigned by Serenity Associates without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

### **Notices**

Any notices or other communications provided by Serenity Associates under these terms, including those regarding modifications to these terms, will be given: (i) via email; or (ii) by

posting to the website. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

### **Contact Information**

For any questions or concerns regarding these terms, please contact us at:

Email: info@serenity.associates

Mailing Address: Serenity Associates, 71-75 Shelton Street, London WC2H 9JQ, United

Kingdom

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