

TERMS AND CONDITIONS/USER AGREEMENT

This user agreement applies to all services we offer through the website it owns and operates. By using our services, you confirm that you accept the following terms and conditions.

1. Payment instructions

All sessions must be prepaid. We will never ask for your debit or credit card or PayPal account details. We are not responsible for payments applied to a wrong account. Online Therapy Free: the only free service that we offer is a **Pre-Assessment Complementary Evaluation** via email: this is accessed via the pre-assessment form on this website. Please complete it as directed, then submit the information through the submit button the same form. We will respond to you, within three days.

2. Cost and use of prepaid sessions

The client bears full responsibility for all costs that may result from the use of our service. All sessions must be held within 60 days of purchase. Fees can be changed at any time without prior notice. Phone counseling: the therapist will call you. The fee includes the cost for making the call. The client is responsible for any cost of answering the call.

3. Rescheduling a live session

If you want to reschedule your live session, you must contact us 48 hours before the session starts. If you are unable to attend your session and give us less than 48 hours notice, the session will be cancelled, and you will not receive a refund.

4. Problem situations

All live sessions begin punctually. The client must be present at the session start. Failure to do so after 10 minutes into the session will result in a cancellation without a refund. We will contact you by email if there is a problem on our end or if we are unable to reach you for a live session. We reserve the right to cancel any session at any time, without prior notice. If the therapy center has to cancel a session, the session fee will be fully refunded. The following may render us unable to provide the service: internet or phone connection malfunction, a situation that is out of our scope or practice and/or competence, or if there's another type of a security risk to you or us.

5. No emergency service

This is not a substitute for an emergency service. If you suffer from severe depression, experience a sudden onset of a psychological crisis, or contemplate harming yourself or another person, please contact your local emergency hospital or any other helpline you may have available.

6. Waiver of liability

The client uses the service at own risk and bears full responsibility for all decisions and actions that he (or she) may or may not take before, during, or after using the service. In participating in its activities, the client hereby releases and discharges us, the website, and the consultants working on behalf of **Shibero Akatsa Consultancy**, of any form of claims, causes, actions or demands, which the client, or the client's associates or family, may have hereafter in connection with economical, physical, or emotional harm or damage, which could result from activities and behaviors inflicted by the client, or the client's associates or family, or anyone else, while attending counseling or coaching services at the website, or at the company. The client, who decides to use the service, waives the right to sue the website and **Shibero Akatsa** and any of the consultants who may have given the service, regardless of the client's nationality, residence, or the jurisdiction that the client is protected by.

7. Termination of services

a. Voluntary termination: The client voluntarily participates in these services and may decide at any point to discontinue use of services. There's no reimbursement for prepaid sessions that the client decides not use. **b. Involuntary termination:** The client may be terminated from services for reasons that put the safety or economical prosperity of the client, or its consultants, at risk.

8. Technology decisions, booking system, and confidentiality agreement

a. Technology decisions: The client chooses the programs and the systems (email, chat, video conference and/or phone services, and related technologies) through which he or she desires to use our therapy service. We are not responsible for the functionality nor data security of the technical solution(s) that the client chooses. Neither do we recommend any particular system or program, but it's the client who is free to choose them according to his or hers needs and wishes. Legal statement for clients: In accordance with the HIPAA regulations and APA recommendations regarding Internet-based counseling and therapy services the clients need to be aware that **Skype or phone sessions** are not secured at times.

b. Booking system: The client can use the therapy service without using the booking system provided by the company if he or she so wishes. In that case the client needs to contact our office via email or through phone to make a booking.

c. Confidentiality agreement: The client agrees to respect and maintain the confidentiality of all information and advice given by us, during and after the use of our service. Any communication from the consultant may not be copied, recorded and/or released to a third party. The client records are confidential data and shall not be released to anybody during or after the use of the service.

9. Information acknowledgement

By using the service, the client acknowledges having read and accepted the list of **Fees and Costs** as published on the website, and that she understands the information in this User Agreement which includes the Terms and Conditions, and that any questions that the client had about the information contained on the website were answered to her satisfaction prior the use of the service. The client is aware that she can refer to this website should clarification be needed now, or in the future, regarding anything related to services we offer. Additionally, the client is aware that should she need to contact us, it can be done by email or by phone during office hours. The contact information can be found on our website. The client agrees to continue to maintain this agreement even after his (or her) active affiliation with us has ended. **Shibero Akatsa Consultancy** is a private company registered in Nairobi, Kenya. All therapeutic services are provided in accordance with the United Kingdom laws.