

Terms of Service

Last Updated August 2020

If you are experiencing a life-threatening situation, don't use this site. Call 911 or go to your nearest emergency room. If you are experiencing thoughts of suicide, you can get immediate support by calling the National Suicide Prevention Hotline at 1.800.273.TALK (8255) (<https://suicidepreventionlifeline.org>). This site is not intended to be used for urgent or emergency situations.

Please carefully read these Terms of Service ("Terms"). These Terms govern the use of our online interfaces, such as our website and app, which are owned and controlled by Stacy Ruse Counseling PLLC, operating as Stacy Ruse Counseling Group, and apply to your access and use of the services made available via the Stacy Ruse Counseling PLLC website www.StacyRuseCounseling.com ("Site"), including but not limited to Stacy Ruse Counseling PLLC Video Telehealth and Messaging (all hereinafter collectively, "Service") and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Site or App (collectively referred to as "Content").

By accessing or using the Service or Content, you agree to comply with and to be bound by all of the terms and conditions described in these Terms. If you do not agree to all of these terms and conditions, you are not authorized to access or use the Service or Content. The terms "you", "your," and "yourself" refer to the individual user of the Service.

If you are using the Service for the purpose of accessing therapy services, 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 consent to therapy on your behalf, and (ii) physically located or are a resident of the state you select as your current residency when creating your user account.

1. Acceptable Use

You agree not to access or use the Service in an unlawful way or for an unlawful or illegitimate purpose or in any manner that contravenes these Terms.

You may not upload viruses or malicious code. You shall not use the Service in any manner that could damage, disable or impair the Service. You shall not attempt to gain unauthorized access to any user account(s) or associated 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 Service for any purpose. The Service may change from time to time and/or Stacy Ruse Counseling PLLC may stop (permanently or temporarily) providing the Service (or features within the Service), possibly without prior notice to you.

2. Intellectual Property

By using the Service, you hereby acknowledge that Stacy Ruse Counseling PLLC and/or its licensors own all intellectual property rights associated with the Content and Service and all such rights are reserved. You are hereby granted a limited license only, subject to these Terms, for purposes of viewing the Content. You may not reproduce or distribute any portion of the Content and/or Service without Stacy Ruse Counseling PLLC's explicit permission.

3. No Medical Advice

Stacy Ruse Counseling PLLC provides licensed therapists with advertising, marketing, administrative, and management services. Providers are compensated by Stacy Ruse Counseling PLLC for providing therapy services to you. While Stacy Ruse Counseling PLLC facilitates your selection of, communications with and other interactions with your professional mental health care provider, Stacy Ruse Counseling PLLC does not provide medical advice or services. Stacy Ruse Counseling PLLC does not interfere with your provider's treatment or their independent professional judgment.

By using the Service(s), you agree that the Content is not intended to be medical advice and no patient-provider relationship is established

between you and Stacy Ruse Counseling PLLC. When using the Service, you should never disregard, avoid, or delay obtaining medical advice from your primary doctor.

4. Electronic Communications

By creating a user account with Stacy Ruse Counseling PLLC, you are agreeing to sending and receiving electronic communications, including but not limited to email, SMS Text, client portal communications, and voicemail communications to and from Stacy Ruse Counseling PLLC relating to your care and treatment.

Our electronic communications, including Stacy Ruse Counseling PLLC Video Telehealth and Messaging, are secure and HIPAA compliant. However, transmitting sensitive information electronically has the inherent risk of a third-party's unauthorized access. By using the Service, you acknowledge that you are aware of and accept this risk.

5. Telehealth

Telehealth allows you to stay connected with your therapist, even when your life throws you a curveball. However, Stacy Ruse Counseling PLLC Telehealth Video and Messaging are not intended for and should not be used for urgent or emergency situations.

By using Stacy Ruse Counseling PLLC Video Telehealth and Messaging, you agree to have accurate contact information documented in your user account. This information is crucial to your provider should a mental health crisis or other emergency develop. 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 therapists you access are relying upon this certification in order to interact with you and provide the Service.

Before using Stacy Ruse Counseling PLLC Telehealth Video or Messaging, you should work with your provider to establish a plan in case you experience technological difficulties and you get disconnected during a session.

6. Payment for Service

We will never charge you for anything other than therapy and mental health services. Mental health services should be affordable and accessible. We will work with you to cover as much of the cost as possible by using your benefits. Depending on your specific health plan or sponsored program, you may owe a copay or coinsurance, just like going to the doctor's office.

If you cannot attend your scheduled appointment with your therapist, you must cancel your appointment directly with them at least 24 hours in advance. If you cancel within the 24 hours before your appointment, you may be subject to a cancellation fee, up to the full session cost.

By creating a user account and providing us with a credit card number, you authorize Stacy Ruse Counseling PLLC to charge the credit card on file. Such charges may include copays and coinsurance, appointment cancellation and no-show fees. You represent that you are authorized to incur charges on the credit card on file with us. If you are not the cardholder, you are representing that you have obtained authorization from the card holder to use the credit card **THE CARDHOLDER NAMED ON THE CREDIT CARD ON FILE WITH US IS ULTIMATELY RESPONSIBLE FOR THE PAYMENT OF ANY OUTSTANDING BALANCE ON YOUR ACCOUNT.**

7. Disclaimers

The Content is provided "as is," with all faults, and Stacy Ruse Counseling PLLC makes no express or implied representations or warranties, of any kind related to this site or the materials contained on it. Additionally, nothing contained on this site shall be construed as providing medical advice to you.

STACY RUSE COUNSELING PLLC TAKES NO RESPONSIBILITY FOR, AND DISCLAIMS ANY AND ALL LIABILITY ARISING FROM, ANY INACCURACIES OR DEFECTS IN SOFTWARE, COMMUNICATION LINES, VIRTUAL PRIVATE NETWORK, THE INTERNET OR YOUR INTERNET SERVICE PROVIDER (ISP), ACCESS SYSTEM, COMPUTER HARDWARE OR SOFTWARE, OR ANY OTHER SERVICE OR DEVICE THAT YOU USE TO ACCESS THE CONTENT AND/OR SERVICE.

8. Limitations of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, STACY RUSE COUNSELING PLLC AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES OR INJURY, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE DAMAGES, PERSONAL INJURY, MENTAL ANGUISH, EMOTIONAL DISTRESS, OR WRONGFUL DEATH THAT RESULT FROM THE USE OF, OR INABILITY TO USE THE CONTENT OR SERVICE(S). THIS INCLUDES, BUT IS NOT LIMITED TO, DAMAGES RESULTING FROM ACTIONS TAKEN BY YOU OR OTHERS IN RELIANCE COMMUNICATIONS SENT OR RECEIVED VIA STACY RUSE COUNSELING PLLC TELEHEALTH VIDEO OR MESSAGING, MISDIRECTION OR INTERCEPTION OF INFORMATION, INTENTIONAL OR UNINTENTIONAL BREACHES AND ACCESS BY THOSE YOU PROVIDE YOUR USERNAME AND PASSWORD TO. YOU AGREE THAT STACY RUSE COUNSELING PLLC SHALL NOT BE LIABLE FOR ANY DAMAGES UNDER ANY INDEMNITY OR ANY THEORY, INCLUDING, WITHOUT LIMITATION, LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PATENT OR COPYRIGHT INFRINGEMENT.

In consideration for Stacy Ruse Counseling PLLC permitting you to use the Service(s), you expressly release and hold harmless Stacy Ruse Counseling PLLC, its officers, directors, employees, agents, and affiliates from any and all claims, liabilities, demands, causes of action, costs, expenses, and damages of every kind and nature, in law or equity, or otherwise, arising out of or in any way related to your use of the Service(s), whether arising from negligence or any other acts or omissions by Stacy Ruse Counseling PLLC.

In addition, you will indemnify and hold harmless Stacy Ruse Counseling PLLC, its officers, directors, agents, affiliates, and employees, against all actual and direct losses, liabilities, damages, claims, costs or expenses (including reasonable attorney's fees) they may suffer as the result of third party claims, demands, actions, investigations, settlements or judgments against them arising from or in connection with any breach of these Terms, or from any breaches of confidentiality or negligence or wrongful acts or omissions, by you or your dependents, or agents.

9. Termination

Stacy Ruse Counseling PLLC may suspend or terminate your access to the Content and/or Service(s) at any time, for any reason or for no reason at all. Stacy Ruse Counseling PLLC has the right (but not the obligation) to refuse to provide access to the Service(s) to any person, agency or organization at any time, for any reason or for no reason at all, in our sole discretion. Stacy Ruse Counseling PLLC reserves the right to change, suspend, or discontinue all or part of the Service(s), temporarily or permanently, without prior notice. This Section 9, as well as Sections 2, 7 and 8, shall survive any termination or expiration of these Terms.

10. General

These Terms are governed by the laws of the State of Colorado, without regard to any conflict of laws rules or principles. You agree to submit to the venue and jurisdiction of the Colorado courts in the cases that arbitration is not successful or is assigned or appealed to a civil court. Stacy Ruse Counseling PLLC'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 Stacy Ruse Counseling PLLC may be delivered by electronic mail to the address provided during the creation of your user account. These Terms constitute the entire agreement between Stacy Ruse Counseling PLLC and yourself regarding the Service(s) and supersede and replace any prior agreements you and Stacy Ruse Counseling PLLC might have regarding the Service(s). Stacy Ruse Counseling PLLC may revise these Terms from time to time without notice to you. By continuing to access or use our Service(s) after those revisions become effective, you agree to be bound by the revised terms. We encourage you to read the Terms periodically.