



INFORMED CONSENT FORM

Please read the Terms and Conditions, Privacy Policy and Confidentiality Policy and thereafter complete the **Indemnity Form** on the left and email us a copy at “please provide email ID”.

For online e-therapy please take note of the Additional Information Concerning Online Therapy (E-mail, Chat, and Video).

INDEMNITY FORM

Personal Information

Name:

Age:

Address:

Email:

Preferred Phone Number:

Terms and Conditions

1. The client and/ or user of services provided by Think Out Loud (hereinafter referred to as “you” or “client/s”) has read the counselling information, these terms and conditions, the privacy policy and confidentiality policy and understand that you are participating in counselling (psychotherapy) (hereinafter referred to as “services”) and know what you can expect from the Therapy services. You hereby give consent to enter into therapy services with Think Out Loud and release Think Out Loud from liability for any claim or litigation arising from the counselling/therapy services received. You agree that information received from Think Out Loud services shall only be used for personal purposes and shall not be republished or redistributed by you. You agree that services provided by Think Out Loud do not include psychological counselling to clients with psychotic disorders or clients with suicidal tendencies.

2. **Personal Identity and Age:** In all communications with Think Out Loud, you agree to honestly represent your identity and personal information and confirm that you will not claim to be anyone other than yourself. You confirm that you are not a minor (under the age of 18 years) and that no legal guardian has been appointed to represent you. You confirm that you are fully competent and able, and legally entitled to consent to the counselling/psychotherapy services. You confirm that information supplied to Think Out Loud shall be true, accurate, current, complete and non-misleading.

3. Your responsibilities and registration obligations: Registration data and other personally identifiable information that the site may collect is subject to the privacy and confidentiality policies (*Links of separate Privacy and Confidentiality Policies should be provided here. Privacy Policy is mandatory as per Data Protection Rules*) of Think Out Loud. Individual face-to-face counselling guarantees confidentiality, however you are aware that there is a duty to warn under certain circumstances. You also accept that there are limitations to confidentiality in couples, group, family counselling, and online therapy services. Think Out Loud shall not be liable for breach of confidential information shared in such group sessions of more than one client.

4. Online Therapy: The security of e-mail, chat and video counselling is determined and limited by the service provider's security. Think Out Loud does not warrant the privacy of confidential material that becomes insecure because of user negligence or third party breach. Think Out Loud and its original content, features and functionality are and will remain the exclusive property of Think Out Loud, as protected by copyright, trademark and other laws of India.

5. Location of Services: You agree that the counselling services provided by Think Out Loud, shall be considered, for all legal purposes, to take place in India only. Any claims against Think Out Loud which give rise to suits or judicial proceedings must be filed and tried only within India- Gurugram, in the state of Haryana, and not in any other jurisdiction. Any dispute arising out of your use of this web site or products or services provided will be governed by and construed in accordance with local laws applicable at the site editor's domicile, notwithstanding any differences between the said applicable legislation and legislation in force at your location.

6. Crises and Emergencies: Due to the practical limitations of counselling (especially online e-counselling), Think Out Loud cannot be held responsible for helping you manage a crisis. If you experience an emotional crisis (intense feelings of distress, emergency or life threatening situation, or any other crisis) during the course of your counselling, you must manage the crisis by using resources other than those offered by Think Out Loud online.

7. Indemnification: You agree to indemnify and hold harmless Think Out Loud, the site editor and the site editor's representatives, subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders, from any claim or demand, including reasonable legal fees, that may be filed by any third party, arising out of your conduct or connection with this web site or service, your provision of content, your violation of these terms of use.

8. In accordance with the Information Technology Act, 2000 and rules made thereunder, any grievance related to Think Out Loud services provided through the website can be addressed to :

Name:

Phone:

Email ID:

Address:

9. **Termination:** The services provided by Think Out Loud to any client can be terminated at any time at its sole discretion, without prior notice or liability, for any reason whatsoever, including without limitation if the client breaches these Terms and Conditions.

ADDITIONAL INFORMATION CONCERNING ONLINE E-THERAPY

1. Individual face-to-face counselling guarantees confidentiality, however there are **limitations to confidentiality** in couples, group, family counselling, and online therapy. Think Out Loud shall not be liable for breach of confidential information shared in such group sessions of more than one client.
2. The security of e-mail, chat and video counselling is determined and limited by the service provider's security. Think Out Loud does not warrant the privacy of confidential material that becomes insecure because of user negligence or third party breach.
3. **Personal Identity:** In all communications with Think Out Loud, you agree to honestly represent your identity and personal information. You must not claim to be anyone other than yourself.
4. **Age:** If you are a minor (under the age of 18 years) or if a legal guardian has been appointed to represent you, you must obtain parental/guardian consent before counselling can commence.
5. **Location of Services:** You must agree that the counselling services provided Think Out Loud shall be considered, for all legal purposes, to take place in India only. Any claims against Think Out Loud which give rise to suits or judicial proceedings must be filed and tried only within India, Gurugram, in the state of Haryana and not in or any other jurisdiction. Solely the substantive law of India, not including its choice of law provisions, will govern any such dispute.
6. **Limitations to Online Counselling:** Online counselling cannot be considered the same kind of service as traditional face-to-face therapy. It is counselling delivered from a distance via an online medium and with time delays. Therefore, you agree to assume full responsibility for, and control of your treatment and take responsibility for making treatment decisions.
7. **Conduct:** You shall not post or transmit any content that violates or infringes the rights of others, or which is threatening, abusive, defamatory, libellous, invasive of privacy or publicity rights, obscene, or otherwise objectionable, which would constitute criminal offense, give rise to civil liability or otherwise violate any law.
8. **Crises and Emergencies:** Because of the limitations of online counselling Think Out Loud cannot be held responsible for helping you manage a crisis. If you experience an emotional crisis (intense feelings of distress, emergency or

life threatening situation, or any other crisis) during the course of your online counselling, you must manage the crisis by using resources other than those offered by Think Out Loud online services. You agree that services provided by Think Out Loud do not include psychological counselling to clients with psychotic disorders or clients with suicidal tendencies.

9. **Fees and Payment:** Online E-Therapy: Fees, including all applicable taxes and must be pre-paid by email transfer. Fees paid will not be refundable. For services purchased, Think Out Loud shall make 3 attempts to reach you for scheduling appointments and in case you fail to respond within 7 days of the last communication, the service will be treated as complete. Appointments shall be rescheduled at the sole discretion of Think Out Loud and you need to inform Think Out Loud of a reschedule request at least 24 hours in advance.

I confirm the statement and agree to the terms of service

Sign:

Date:

Think Out Loud Disclaimer

The services and information provided by Think Out Loud are at your own risk and does not intend to substitute medical diagnosis and treatment or examination by a doctor. The service is provided on an “as is” and “as available” basis, without any warranties of any kind, whether express or implied. Think Out Loud does not warrant that the service will function uninterrupted or available at any particular time or location; or that the results of using the service will meet your requirements. All counselling online content, linked and posted website articles, lectures and courses, are intended for educational purposes and for people who are in treatment with a medical or mental health professional. None of these are designed to help you solve mental health problems on your own or make decisions about your medications on your own. Think Out Loud is not responsible for the content, products or services of any linked third party website or any form of transmission received by you through the linked third party website.