TERMS AND CONDITIONS

Updated: 8/10/2023

Kids Grief Support is a sole proprietor business. To note, any reference to the Certified Child Life Specialist within this document is to the owner of this business, Jessica Correnti.

This website is owned and operated by Kids Grief Support. The Terms and Conditions set forth provide the structure for the use of this website and our services. This website offers a variety of services for children & families, healthcare professionals, and community organizations. When you use this website or access this website, you confirm that you have read, understand, and agree to be bound by these Terms.

In order to use this website and the services provided by Kids Grief Support, you must be of legal age that is determined by your jurisdiction and country. You must have the legal authority, right and freedom to enter into these Terms as a binding agreement. If accessing this website and utilizing our services is prohibited in any way or in any form, under law or regulations in your jurisdiction or country, you are prohibited from doing so.

When purchasing services or items through the Kids Grief Support website, you are confirming that you have read the entire description of that service or item before making a commitment to buy it. Furthermore, you enter into a legally binding contract to purchase the service or item when you complete the online payment process.

The Kids Grief Support website transparently provides the price for services and products. Kids Grief Support reserves the right to change our prices at any time. We reserve the right to correct pricing errors that arise and inadvertently occur.

The item price and any other associated fees (ie: transportation costs, supplies, time for email/text communication, taxes, possible transaction fees) are calculated into the services charges. You will be responsible for paying before or at the time of services.

At any time and without notice, we may change the services and products we offer. We may change an aspect of a particular service, temporarily suspend a service, create limitations for a service, or stop providing a particular service without notice and liability for any reason and without liability for no reason.

In the event, in our sole determination, that we believe you have violated any aspect of our Terms and Conditions or any applicable law or regulations, we may suspend or terminate your access to our services without notice and without liability for any reason. Furthermore, it is your right to discontinue use and request to cancel your account and/or any services at any time.

The Kids Grief Support website and all of its contents, features and functionality (including but not limited to all information, software, text, blogs, displays, images, video, audio, and the design,

selection and arrangement thereof), are owned by Kids Grief Support and protected by United States and copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. The Terms set forth grant you a personal, non-exclusive, non-transferable, revocable license to access and use the Kids Grief Support website. You may access the material on this website only for your own personal, non-commercial use. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our website, except for features of the website that enable sharing via email, social media, linking, and other platforms expressly enabled by the website.

You agree to indemnify and hold Kids Grief Support harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

To the maximum extent permitted by applicable law, in no event shall Kids Grief Support or Jessica Correnti be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

Kids Grief Support reserves the right to change or modify these terms at any time at our sole discretion. It is your responsibility to review this page from time to time to remain current. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. In the event that you do not agree to these Terms or any future revisions of these Terms, please do not use our services or continue to access this website.

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the United States Of America / Maryland, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to these claims and disputes being decided exclusively by a court of competent jurisdiction located in Towson, Maryland. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

<u>Liability Waiver:</u> I hereby release Kids Grief Support and Jessica Correnti from any responsibility or liability due to my participation in services. I am fully aware that I am participating in these sessions at my own risk and will not hold those named above responsible in the event of my incurring any physical or emotional injury.

<u>Scope of Services</u>. Kids Grief Support, and its owner, Jessica Correnti are not licensed therapists, psychologists, or psychiatrists and do not provide diagnoses, clinical treatments, or therapies for conditions listed in the DSM-V. Kids Grief Support may assist parents or legal guardians in the search for appropriate care if Kids Grief Support notices signs or symptoms possibly related to conditions requiring treatment beyond the scope of Kids Grief Support services. I understand that reading content and blogs on the Kids Grief Support website is not treatment or meant to be a specific plan for any one child, as grief support must be individualized.

<u>Authority to Contact</u>. Clients authorize Kids Grief Support to contact them for any purpose, including appointment reminder emails, follow up calls or emails, calls or emails for payment of services. Clients authorize to be contacted at their current or any future numbers that are provided (landline telephone, cellular telephone or any wireless device, and email, including the use of automatic dialing equipment or prerecorded voice or text messages).

<u>Confidentiality and Mandatory Reporter</u>. Kids Grief Support will preserve the confidentiality of all information obtained from a client in the course of a session or in relation to a session. Clients understand that Kids Grief Support creates and maintains client records that may include personal healthcare information including medical and/or psychological diagnoses, treatment plans, personal and family history, demographic information and progress notes. This is "protected health information" as defined by the Health Insurance Portability and Accountability Act (HIPPA). All client files will be maintained in a secure location.

Any information that Kids Grief Support gathers regarding the patient can only be released with the signed, written consent of the patient (or patient's parent or legal guardian in the case of a child). Thus, confidentiality and privileged communication are your rights, guaranteed under State and Federal laws. However, I understand that Kids Grief Support is a mandatory reporter under Maryland law and may be permitted or required to break confidentiality and report to appropriate professionals (including law enforcement) any signs, suspicions, or concerns of abuse or neglect or any other clear and imminent danger to Client or another person, regardless of the source of such signs, suspicions, or concerns (including without limitation from my child, a member of my family, or an individual who approaches Kids Grief Support) with information about the family or child.

Occasionally Kids Grief Support may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without using your name.

<u>Insurance</u>

I understand that the child life consultation services are not billable by insurance, thus will be paid for out of pocket.

Cancelation, No-show, and Late Policy:

Kids Grief Support respects our time and yours. To avoid delays in schedules we have high standards for ourselves to remain on time and adhere to our schedule. We expect our clients to do the same. It is expected that all parties attend all scheduled sessions on time. Cancelations and delays can negatively impact each party differently. Please keep in mind that client no-shows prevent others from seeking support they may need. We ask for your understanding and commitment to prevent this from happening. Our cancelation policy is out of respect for our staff providing the services, you as the client, other clients scheduled and any potential clients seeking services.

The client must cancel any appointments they are not able to make 24 hours in advance, otherwise they will be charged the full amount for the session. In the event of a no-show, the Certified Child Life Specialist will wait 15 minutes into a session time slot before the timeslot is forfeited and the client will pay the full fee for the session.

If you need to reschedule or cancel your appointment prior to 24 hours, you can email: <u>contact@kidsgriefsupport.com</u> and we will coordinate a new time that fits both schedules.

If Kids Grief Support has to cancel your appointment within the 24-hour window, clients will receive credit for the session. We are sorry for any inconvenience this may cause you.

We understand that sometimes events occur and impact schedules. Please understand that the only time we will waive the cancelation policy is in the event of extreme circumstances that are unavoidable and unexpected. If you are unsure, please e-mail us at <u>contact@kidsgriefsupport.com</u>

Financial Responsibility

Clients acknowledge and agree that they are financially responsible for any charges that result from any services provided by Kids Grief Support. The client will pay fees at the time of service unless otherwise arranged with the Certified Child Life Specialist in writing. If clients refuse to pay their debt, the Certified Child Life Specialist reserves the right to use an attorney or collection agency to secure payment. Fees and Rates for services are clearly provided on the Kids Grief Support Website at www.kidsgriefsupport.com/shop and are disclosed verbally during the initial consultation. Each year in January the fees for services will increase. Clients will be notified 30 days prior to these changes via email. Parents/Caregivers will purchase their sessions in advance or at time of service. If the session ends up being longer than the allotted time that was purchased, the client is responsible for paying for the additional time needed for the session (eg. If the client purchases a 30 min session and needs 60 minutes, the client will be invoiced for the additional 30 min. session).

<u>Electronic Communication</u>: While Kids Grief Support uses a HIPPA compliant email and scheduling platform, they cannot ensure complete confidentiality of any form of communication through electronic media, including e-mail or text messages. While Kids Grief

Support always does the best to return messages in a timely manner, there is not a guarantee for immediate response. Do not use these methods of communication to request assistance for emergencies. In an emergency call 911 or 988 for a mental health crisis.

<u>Virtual Telehealth Consent</u>: Clients understand that if they engage in virtual sessions there may be some limitations to the sessions, particularly sessions for young children. Clients understand that while Kids Grief Support utilizes a HIPPA compliant platform, there is no guarantee that communications can be kept confidential due to the nature of electronic communications technologies that could become compromised, unsecured, or accessed by others. Clients can take reasonable measures to ensure security and confidentiality on your end by only using secure networks on your device and finding a private space for sessions. Clients understand that there are potential risks to virtual sessions including, but not limited to, interruptions, unauthorized access, and technical difficulties. Fee rates are the same for in office and virtual sessions. Virtual sessions will not be recorded in any way unless agreed to in writing by mutual consent.

Any technological difficulties or troubleshooting that occurs during the session due to the client's technology will be counted in their session minutes.

If any technological difficulties arise from the Kids Grief Support side, we sincerely apologize. Clients will have the option of adding the time at the end of the session (if there is no immediate scheduled session) or receive compensation in the form of credit for the session.

Refund Policy

Refunds are not provided for direct client services. Services purchased must be used within a year of being purchased or else they are forfeited. Child life services are not an exact science and clients acknowledge that no guarantees have been made as a result of utilizing the services by Kids Grief Support.

Refunds for printed items, such as a book, will be evaluated on a case-by-case basis. Please reach out via email at <u>contact@kidsgriefsupport.com</u> to discuss further.

Fulfillment/Shipping:

For client sessions: Due to the nature of our services, clients may or may not receive shipped materials relevant to sessions. All costs are included in the purchase of the session.

For printed items: You can expect to have items shipped out within 5-7 business days unless an out of office message is up at the time of your purchase or you receive differing email notification

from Kids Grief Support. Shipping arrival may vary based on postal schedules and delays that Kids Grief Support cannot anticipate or control.

AGREEMENT

By using the Kids Grief Support website and services, you agree that you have read and understand these terms and conditions.