

# Terms of Use

## For clients and Other Service Users

Before using the etherapies website (**Website**), please read these terms of use carefully. In these terms, **We, our** and **us** means the Telepsychotherapy Unit of the Université de Moncton, and **you** and **your** refer to you as a user of the Website.

These terms set out your rights and obligations as a user of the Website operated by the Telepsychotherapy Unit of the Université de Moncton.

By using the Website, you agree to these terms. If you do not agree with these terms, we are unable to offer you an assessment or treatment service through the Website.

Every time you access assessment and treatment services provided by etherapies (through the Website and over the telephone), you are subject to these terms.

## ELIGIBILITY

You understand that, in order to use the Website, you must be at least 18 years of age, be living in New Brunswick, have access to and be comfortable with using computers and the Internet, be presently experiencing depression and/or anxiety symptoms and have sufficient time to follow the treatment program.

You understand that etherapies and use of the Website will **not** be appropriate if:

- you are not at least 18 years of age;
- you are experiencing a crisis;
- your personal safety is at risk;
- you require medical treatment; and/or
- you are not troubled by symptoms of distress, anxiety or depression
- you are experiencing severe mental health problems (such as significant problems with alcohol or drugs or unmanaged symptoms of psychosis).

When you undertake the etherapies Screening Assessment, your responses to the questions asked will be recorded and the information will be used in the following ways.

- The information will be provided to your assigned clinician to assist your clinician in determining your eligibility for participation in the treatment program. If you are not eligible for the treatment program, the information will be used to attempt to provide you with options otherwise available to you.

- If the treatment program is deemed suitable for you, the Screening Assessment information will be provided to your clinician and become part of your clinical record of care. The clinical record is kept securely on the Website or provided to the health agency or network from which you received treatment.
- If you have given permission for your information to be used for research purposes, your information will also be provided to our research team, with your identity removed, to evaluate the screening process and the treatment program and to guide the development of future screening methods and online treatment programs.

All information we collect from you in the course of the Screening Assessment and any treatment offered through the Website will be collected, used, disclosed and destroyed in accordance with our Privacy Statement.

If you choose to use the Website, you will be encouraged to communicate via securing message or telephone with your assigned clinician on a weekly basis. You will be responsible for reviewing weekly course material and assessment. You will be invited to complete a post-treatment course assessment and a subsequent three-month follow-up assessment. Your assigned clinician may contact you by telephone if there are concerns about your health and safety, or if you haven't logged in to etherapies in 7 days

## BENEFITS AND CHALLENGES

You understand that the use of the Website has both potential benefits and potential challenges, and you accept both.

The potential benefits include:

- A service that is accessible anywhere, with no need to travel
- No "face to face" meetings, and communication by secured email
- A program at your own pace, on your availability
- Quick and easy access to the material
- No need to schedule appointments
- An opportunity to reduce stigma
- A free service

The potential challenges include:

- Although telephone and online treatments have been studied for two decades, there is less research available than there is with traditional therapy methods

- You might encounter technical difficulties with the Website
- The service requires more autonomy and motivation than traditional therapy
- The service is not intended to help you with any crisis, emergency or long-term support you might need
- You might misinterpret exchanges with your therapist because of the email format of communication

## ACCOUNT DETAILS AND MONITORING

To participate in the screening and treatment, you will be asked to create a password which must contain 8 characters including letters, numbers and a special character.

You can only have one active account and your rights to use the Website are non-transferrable and you must ensure its protection from unauthorized third parties. You may not assign or grant a sub-licence of or commercially exploit, grant a security interest over, or otherwise transfer, your rights to use the Website.

You agree to discuss the appropriateness of the program with your supervising clinician in a telephone screening.

You agree to provide the name and contact information of a person we or your supervising clinician, or anybody on our or their behalf, may contact in the event that you experience any crisis or emergency.

Your use of the Website will trigger automated secured messages to provide you with instructions, reminders and support.

You will have access to your account for the duration of the program and for three months after completion of the program.

## IS THERE ANYTHING I CANNOT DO ON THE WEBSITE?

You may not:

- use the Website for commercial reasons;
- give your login information to another person or allow any other person to use your login information, even on your behalf; or
- copy, reproduce, store, transmit, publish, modify, translate into any language, disassemble, reverse engineer, reverse assemble or otherwise create derivative

works from any part of the Website or its contents, except and only to the extent that such activity is expressly permitted by these terms or applicable laws.

You must use the Website in a way that does not infringe upon these terms, our reasonable directives and all applicable laws.

## CONFIDENTIALITY, PRIVACY AND USE OF YOUR CLINICIAN ELECTRONIC COMMUNICATIONS

You may download information from the Website onto your computer and download and print messages, emails and any transcripts of online conversations.

You accept that you are responsible for maintaining the confidentiality of any information that you download onto your computer. It is also your responsibility to delete or keep safe messages, emails and any transcripts of online conversations that you download or print out.

You explicitly agree not to forward or copy email messages or other electronic communications from your assigned clinician to other persons, except in circumstances where this has been agreed in advance by your clinician, and is done with the written consent of your clinician. You may not copy and paste parts of any text or use your clinician's advice out of context, or pass on any advice to a third party.

Our Privacy Statement sets out in more detail how we collect, hold, use and disclose your personal information.

## YOUR CONDUCT

When using treatment programs, you are responsible for:

- weekly review of the treatment course material, completion of weekly activities and communicating with your assigned clinician;
- conducting your communications in a way that will maximise your ability to benefit from it (such as not be under the influence of drugs or alcohol) when using the treatment programs;

- undertaking the assessment in a way that will maximise your ability to benefit from it. (such as not be under the influence of drugs or alcohol);
- giving your assigned clinician accurate, relevant and timely information in order for him/her to assist you; and
- completing the weekly questionnaires, as well as the etherapies post-treatment assessment and three-month follow-up assessment when using the treatment programs.

You agree that, in the event you experience any crisis or emergency, you will follow the safety protocol discussed with your assigned clinician, which may include calling 911 or going to the nearest emergency department, hospital or other health care facility to seek help.

## INTELLECTUAL PROPERTY RIGHTS

Except as otherwise provided herein, all rights (including intellectual property rights such as copyright and trademarks), whether subsisting now or in the future, in the Website and its contents are owned by or licensed to us. Rights in the Wellbeing Course and the Mood Mechanic Course are owned by Macquarie University and licensed to us for use on the Website. We reserve all rights which are not expressly granted to you under these Terms.

## IS THERE ANYTHING ELSE I NEED TO KNOW?

The Website is provided to you on an "as is" and "as available" basis. You agree that your use of the Website is at your sole risk. We do not guarantee that:

- (a) the Website or its contents will meet your specific needs or requirements;
- (b) the Website or its contents will be uninterrupted, timely, secure or error-free;
- (c) the Website or its contents will be of merchantable quality or fit for any purpose;
- (d) the results (including any test or assessment results) which may be obtained from the use of the Website will be accurate or reliable;
- (e) the quality of any products, services, information or other material you obtain through the Website will meet your expectations; or
- (f) errors in the Website or its contents will be corrected.

## WITHDRAWAL

You may withdraw from further participation in etherapies at any time.

## LIMITATION OF LIABILITY

You agree that the Université de Moncton is not liable for incorrect results provided by the Website or etherapies assessment or for any loss or damage suffered by you due to your use of the Website or etherapies assessment.

## HELP WITH THE WEBSITE

If you are in need of technical assistance you can contact us by telephone at 1 (506) 858-4406 between 8:30 am to 4:30 pm from Monday to Friday or email us at [info@etherapies.ca](mailto:info@etherapies.ca).

## FAILURE TO COMPLY WITH TERMS OF USE

Failure to comply with the terms of use will result in a notice from us. If your failure to comply is not corrected or cannot be remedied, access to the Website and etherapies may be terminated in our sole discretion and at any time.

## OTHER

These terms and their interpretation and application are governed by the laws of the Province of New Brunswick and the federal laws of Canada applicable therein.

When your access to the Website ends, the following clauses will still apply:

- (a) Is there anything I cannot do on the Website?;
- (b) Intellectual Property Rights; and
- (c) Limitation of Liability; and
- (d) Other.