



Terms & Conditions

Terms and Conditions for GoPractice

1. Introduction

Welcome to GoPractice, a product of the Therapist Collective, operated by Provider Empowerment Alliance. This Software as a Service (SaaS) Agreement ("Agreement") outlines the terms under which GoPractice is provided to you, the software subscriber ("Subscriber"). By accessing and using GoPractice, you agree to be bound by the terms and conditions set forth in this Agreement.

This Agreement becomes effective upon your use of the software and governs your access to and utilization of GoPractice. If you do not accept these terms, you must refrain from using the software. It is important to read this Agreement carefully as it forms a binding contract between you and the Therapist Collective. This Agreement includes provisions regarding the services provided, your responsibilities as a Subscriber, subscription terms, limitations of liability, intellectual property, and other essential terms.

By using GoPractice, you acknowledge that you have read, understood, and agree to comply with these terms. If you are using GoPractice on behalf of an organization, you confirm that you are authorized to agree to these terms on behalf of the organization and bind them to this Agreement.

2. Services Provided

This section of the Agreement details the services ("Services") provided under this SaaS Agreement by the Therapist Collective through GoPractice, a product of the Provider Empowerment Alliance.

- 1. Subscription Services:** We offer hosted Software as a Service (SaaS) under the GoPractice branding. These Subscription Services include access to our platform featuring practice management tools, client communication systems, appointment scheduling, marketing automation, and other digital solutions tailored for mental health professionals.
- 2. Professional Services:** In addition to Subscription Services, we may provide Professional Services, if applicable, to enhance your experience with GoPractice. These services can include, but are not limited to, implementation assistance, customization of features, integration with existing systems, data import and export services, ongoing monitoring,

technical support, maintenance, training for effective use of our software, backup and recovery solutions, and change management support.

3. **Service Availability and Modifications:** While we strive to ensure the highest service availability and functionality, we reserve the right to modify or discontinue any part of the Services, temporarily or permanently, with or without notice. Such changes will be made in the interest of improving user experience, compliance with legal standards, or overall service enhancement.
4. **Compliance and Standards:** All Services provided under this Agreement will adhere to industry standards and comply with applicable laws and regulations, ensuring that your use of GoPractice aligns with professional and legal requirements.

By subscribing to our Services, you agree to these provisions and commit to using the Services in accordance with the terms laid out in this Agreement and any other documentation provided as part of the Service

3. Subscriber Conduct

As a subscriber of GoPractice, it is imperative that you adhere to the highest standards of conduct while using our services. This section outlines your responsibilities and the acceptable use policy for our platform.

1. **Respect for Intellectual Property:** You are obliged to respect intellectual property rights while using GoPractice. Do not upload, post, or otherwise make available any material protected by copyright, trademark, or other proprietary rights without the explicit permission of the rights owner. The responsibility to ascertain whether any material is not protected by such rights rests with you, the Subscriber.
2. **Lawful and Ethical Use:** You agree to use GoPractice solely for lawful purposes and in a manner that does not infringe upon the rights of, or restrict or inhibit the use and enjoyment of the service by any third party. This includes, but is not limited to, conduct that is unlawful, fraudulent, defamatory, abusive, or otherwise objectionable.
3. **Prohibited Activities:** Engaging in activities such as unauthorized distribution of content, reselling or duplicating any part of the Service, or using automated processes to interact with the software (e.g., using robots, spiders, or similar tools) is strictly prohibited, unless explicitly permitted by the Company.
4. **Content Responsibility:** You are solely responsible for any content you provide or actions you take within the platform. This includes ensuring that your content does not infringe upon any laws or third-party rights and is not harmful, offensive, or otherwise objectionable.

By accepting this Agreement, you commit to upholding these standards of conduct while utilizing GoPractice. Failure to comply with these guidelines may result in termination of your access to the services and legal action where applicable.

4. Account Security

Maintaining the security and integrity of your GoPractice account is a crucial aspect of our service. This section outlines your responsibilities regarding account security and management.

1. **Account Creation and Confidentiality:** Upon subscribing to GoPractice, you will be required to create an account, which includes selecting a secure password and a username. It is imperative that you maintain the confidentiality of your account credentials. The sharing of login information with unauthorized users is strictly prohibited.
2. **Responsibility for Account Activities:** You are entirely responsible for all activities that occur under your account. This includes, but is not limited to, safeguarding against unauthorized access to your account and ensuring that any activity within your account complies with the terms of this Agreement.
3. **Notification of Security Breach:** In the event of any unauthorized use of your account or any other breach of security, you must immediately notify GoPractice. We will work with you to address the issue; however, the Company is not liable for any loss or damage arising from your failure to comply with this security obligation.
4. **Data Management:** You are also responsible for maintaining the integrity of the data you input into the GoPractice system, including data related to your clients. It is your duty to ensure that such data is accurate and up-to-date.

By subscribing to GoPractice, you acknowledge and agree to these security measures and accept full responsibility for the security of your account and the data within it.

5. Subscriptions and Payments

This section outlines the terms related to the subscription and payment for services provided by GoPractice.

1. **Subscription Terms:** GoPractice is offered through a subscription-based model. Your subscription begins on the date that the initial payment is received by the Company. It automatically renews each month on the same date unless otherwise specified by the Subscriber.
2. **Payment Method and Charges:** The payment method provided at the time of purchase will be automatically charged each month on the subscription renewal date. It is your responsibility to keep your payment information up-to-date. Failure to process payment due to outdated or incorrect payment information may result in the suspension or termination of services.
3. **Subscription Changes and Upgrades:** You may choose to upgrade or change your subscription level at any time. Any changes to your subscription will be effective immediately, and adjustments to your billing will be made accordingly in the next billing cycle.
4. **Cancellations:** Subscriptions can be cancelled at any time. However, cancellations must be made prior to the renewal date to avoid charges for the next billing cycle. Upon cancellation, you will have access to the service until the end of your current billing period.

5. **Refunds and Trial Periods:** Specific subscription plans may offer a trial period. If not satisfied with the service during the trial period, you may be eligible for a refund as per the refund policy stated in this Agreement. Outside of the trial period, refunds are generally not provided for partial subscription periods or non-use of the service.

By subscribing to and providing payment for GoPractice, you agree to these subscription and payment terms. It is important to review these terms regularly as they are subject to change.

6. Use of Service

This section outlines acceptable and prohibited uses of the GoPractice service to ensure a positive and compliant user experience.

1. **Acceptable Use:** As a Subscriber, you agree to use GoPractice services in a manner that is ethical, respectful, and in compliance with applicable laws and regulations. This includes utilizing the service for its intended purpose of managing and growing your therapy practice.
2. **Prohibited Activities:** You must not engage in activities that could harm the service, other users, or the reputation of GoPractice. This includes, but is not limited to:
 - Unauthorized sharing or distribution of any part of the service, including content, codes, or snapshots.
 - Reselling, reproducing, or duplicating any component of the service without explicit written permission from the Company.
 - Using automated systems, such as robots or spiders, to access or scrape the service without authorization.
 - Conducting or promoting any illegal activities through the service.
3. **Content Responsibility:** You are responsible for the content you upload, share, or disseminate through GoPractice. Ensure that your content does not violate any laws, infringe on any rights, or contain harmful material. You are also responsible for obtaining necessary permissions for any copyrighted or proprietary content you use within the service.
4. **Restrictions on Communication:** Avoid using GoPractice for spamming, sending unsolicited messages, or engaging in activities that could be considered harassment or violation of privacy.
5. **Subscriber Obligations:** Maintain the integrity of the service by not uploading harmful software, such as viruses or malware, and by not engaging in activities that could damage or impair the functionality of the service or other users' access to it.

By using GoPractice, you agree to adhere to these guidelines for the use of service. Violation of these terms may result in suspension or termination of your access to the service and potential legal action.

7. Modifications to Terms

The Therapist Collective reserves the right to modify or amend the terms and conditions of this Agreement at any time. Any changes to this Agreement will be effective immediately upon their posting on our website or delivery to you via email or another communication method.

1. **Notification of Changes:** We will make reasonable efforts to notify you of any significant changes to the Agreement. This notification may be provided through various means, including but not limited to, posting on our website, direct email communication, or through the GoPractice platform.
2. **Acceptance of Modified Terms:** Your continued use of the GoPractice services after changes to the Agreement have been published or communicated to you will constitute your acceptance of the modified terms. If you do not agree with the changes, you should discontinue your use of the service.
3. **Review of Terms:** It is your responsibility to regularly review the Agreement. We encourage you to check the terms and conditions periodically to ensure you are aware of any updates or changes that may affect your use of GoPractice.
4. **Effective Date:** Modifications to the Agreement will be effective from the date they are posted or communicated to you, unless a different effective date is specified in the modification.

By continuing to use GoPractice services after any modifications to this Agreement, you agree to be bound by the revised terms and conditions. If you have any questions or concerns about these changes, please contact us for clarification.

8. Force Majeure

The Therapist Collective shall not be liable for any failure or delay in performing its obligations under this Agreement due to circumstances beyond its reasonable control. These circumstances include, but are not limited to, acts of God, natural disasters, war, terrorism, industrial disputes, government actions or restrictions, pandemics, failures or delays in third-party technology services, and any other events classified as force majeure.

1. **Definition of Force Majeure:** Force majeure refers to unexpected events that are outside the reasonable control of the Company and which prevent or impede the Company from fulfilling its obligations under this Agreement.
2. **Notification of Force Majeure:** In the event of a force majeure occurrence, the Company will make all reasonable efforts to notify the Subscriber of the situation and its potential impact on the Services.
3. **Mitigation:** The Company will take reasonable steps to minimize the impact of the force majeure event and to resume normal performance of its obligations as soon as possible.
4. **Exemption from Liability:** During the period of a force majeure event, the obligations of the Company under this Agreement will be suspended to the extent affected by the event. The Company will not be liable for any delays, failures, or damages attributed to such events.

5. **Termination due to Force Majeure:** If the force majeure event continues for an extended period, either party may choose to terminate the Agreement, subject to providing reasonable notice to the other party.

By subscribing to GoPractice, you acknowledge and agree that the Company is not responsible for any failure or delay in performance due to force majeure events as defined in this section.

9. Refund Policy

At the Therapist Collective, we are committed to the satisfaction of our GoPractice subscribers. This Refund Policy outlines the conditions under which refunds are offered.

- **14-Day Trial Period:** GoPractice subscriptions come with a 30-day trial period. If you are not satisfied with the service during this time, you are eligible for a full refund, subject to the conditions outlined below.
- **Requesting a Refund:** To request a refund within the trial period, please contact us at admin@therapistcollective.net. Provide your name, account information, and a brief explanation of why you are requesting a refund.
- **Non-Refundable Deposit:** Please note that any initial setup fees or deposits are non-refundable. The trial period is designed to allow you to fully experience GoPractice before making a long-term commitment.
- **Subscription Cancellations:** After the trial period, subscription fees are non-refundable. If you choose to cancel your subscription, the cancellation will take effect at the end of the current billing cycle, and you will not receive a refund for the remaining days in the cycle.
- **Processing Refunds:** Eligible refunds will be processed to the original payment method used during subscription. Please allow a certain number of days for the refund to appear on your statement, depending on your bank or credit card issuer.
- **Modification of Refund Policy:** The Therapist Collective reserves the right to modify this Refund Policy at any time. Any changes will be communicated to subscribers and will apply to transactions made after the date of the modification.

By subscribing to GoPractice, you acknowledge and agree to this Refund Policy. If you have any questions or need further clarification regarding refunds, please do not hesitate to contact us.

10. Disclaimer of Warranty; Limitation of Liability

The Therapist Collective provides the GoPractice service on an "as is" and "as available" basis. This section outlines the limits of our warranties and liability.

1. **No Express Warranties:** While we strive to offer high-quality service, we do not make any express warranties regarding the uninterrupted or error-free operation of GoPractice, nor do we warrant the effectiveness or reliability of the information obtained from the service.
2. **No Implied Warranties:** The Company disclaims all implied warranties, including but not limited to, implied warranties of merchantability and fitness for a particular purpose. We do not guarantee that GoPractice will meet your specific requirements or expectations.

3. **Use at Your Own Risk:** Any use of GoPractice and reliance on its functionality and content is at your own risk. You are solely responsible for any damages to your computer system, data loss, or other harm that results from such use.
4. **Limitation of Liability:** To the fullest extent permitted by law, the Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from: (a) your access to, use of, or inability to access or use GoPractice; (b) any conduct or content of any third party on the service; (c) any content obtained from the service; and (d) unauthorized access, use, or alteration of your transmissions or content.
5. **Acknowledgment of Understanding:** By using GoPractice, you acknowledge that you understand and agree to these limitations of liability and that the Company provides the service with these limitations as a basis of the bargain.

We recommend that you take all necessary precautions and ensure that you have adequate backups and safeguards in place when using GoPractice for your practice management needs.

11. Termination

This section outlines the terms under which either the Therapist Collective or the Subscriber may terminate the use of GoPractice.

- **Termination by Subscriber:** As a Subscriber, you have the right to terminate your use of GoPractice at any time. Termination will be effective at the end of your current billing cycle, and you will continue to have access to the service until this date.
- **Termination by the Company:** The Therapist Collective reserves the right to terminate your access to GoPractice for reasons including, but not limited to, breach of this Agreement, non-payment of fees, or other circumstances which the Company deems to be harmful to its service, other users, or its reputation.
- **Notice of Termination:** In the event of termination, the Company will provide reasonable notice to the Subscriber, except in cases where immediate termination is necessary to protect the Company or other users.
- **Effect of Termination:** Upon termination, your right to use GoPractice ceases immediately, and you must cease all activities associated with or access to the service. The Company is not responsible for any loss or harm related to the termination of service.
- **Post-Termination Assistance:** In cases of termination, the Company may, at its discretion, provide assistance with exporting your data from GoPractice, subject to additional terms and fees as applicable.
- **Survival of Terms:** Certain provisions of this Agreement shall survive termination, including, but not limited to, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

By using GoPractice, you agree to these termination terms. Termination of the service is a serious matter, and we encourage you to contact us with any concerns or issues that may lead to

this action.

12. Copyright and Intellectual Property

The Therapist Collective maintains strict policies regarding the intellectual property rights associated with GoPractice. This section outlines the understanding and agreement concerning these rights.

1. **Ownership of GoPractice:** All intellectual property rights in and to GoPractice, including but not limited to software, content, design, graphics, interfaces, and documentation, are owned by or licensed to the Therapist Collective. This includes any modifications, updates, or enhancements to GoPractice.
2. **Subscriber License:** As a Subscriber, you are granted a non-exclusive, non-transferable, and revocable license to access and use GoPractice in accordance with this Agreement. This license is strictly for the purpose of utilizing the service as intended within the scope of your practice.
3. **Prohibited Activities:** You may not modify, distribute, reproduce, publish, or create derivative works from any part of GoPractice without express written permission from the Therapist Collective. Any attempt to reverse engineer, disassemble, or decompile the software is strictly prohibited.
4. **Respect for Third-Party Rights:** GoPractice may contain material, such as images, photographs, and other content, which are protected by intellectual property laws. You must respect these rights and only use such materials in compliance with the law and with any licenses or agreements in place.
5. **Notification of Infringement:** If you believe that any content on GoPractice infringes upon your intellectual property rights, please notify us immediately with all relevant information. We will investigate and address such claims in accordance with applicable laws and our policies.

By using GoPractice, you acknowledge and agree to respect the intellectual property rights of the Therapist Collective and any third parties. Any unauthorized use of the intellectual property related to GoPractice may result in termination of your subscription and legal action.

13. Compliance with Laws

As a user of GoPractice, it is imperative that you comply with all applicable local, state, national, and international laws and regulations. This section outlines your responsibilities regarding legal compliance.

1. **Adherence to Legal Standards:** You agree to use GoPractice in a lawful manner and in compliance with all applicable laws, including but not limited to data protection, privacy, and intellectual property laws.
2. **Confidentiality and Privacy:** In your use of GoPractice, particularly in relation to client data, you are responsible for adhering to all relevant laws governing confidentiality and privacy.

This includes securing necessary consents and permissions for the collection, use, and disclosure of personal information.

3. **Prohibition of Illegal Activities:** You must not use GoPractice for any illegal or unauthorized purposes. This includes, but is not limited to, engaging in fraudulent activities, violating others' rights, or infringing upon intellectual property laws.
4. **Reporting Obligations:** If your use of GoPractice involves handling sensitive or regulated information, you are responsible for understanding and complying with any reporting obligations that may apply under applicable laws.
5. **Changes in Legal Standards:** You acknowledge that legal standards are subject to change and that it is your responsibility to stay informed about and comply with such changes as they pertain to your use of GoPractice.

By accepting this Agreement and using GoPractice, you commit to upholding these legal standards and acknowledge that failure to comply with them may result in the termination of your access to the service and possible legal repercussions.

14. Earnings Disclaimer

The Therapist Collective provides GoPractice as a tool to assist in the management and growth of your therapy practice. However, it is important to understand that individual results and earnings can vary significantly. This section provides a disclaimer regarding potential earnings and outcomes.

1. **No Guarantee of Earnings:** While GoPractice is designed to enhance the operational efficiency and marketing effectiveness of your practice, we do not guarantee any specific financial results or earnings increases. The success of your practice depends on numerous factors, including but not limited to your professional expertise, client relationships, market conditions, and business strategies.
2. **Testimonials and Examples:** Any testimonials or examples of success provided on our platform or in our marketing materials are not to be interpreted as a guarantee or promise of earnings. These are provided for illustrative purposes only and should be considered exceptional results, which do not apply to the average user.
3. **Your Responsibility:** The implementation and utilization of GoPractice in your practice is entirely your responsibility. We encourage you to use the tools and resources provided by GoPractice effectively, but ultimate success depends on your efforts, decisions, and the context of your individual practice.
4. **Acknowledgment of Disclaimer:** By using GoPractice, you acknowledge and agree that the Therapist Collective is not responsible for the success or failure of your business decisions, the increase or decrease of your earnings, or any other outcome resulting from the use of our information, products, and services.

This Earnings Disclaimer is provided to ensure you have a realistic understanding of the potential of GoPractice. We are committed to providing a high-quality service, but it is important

to approach business growth with realistic expectations.

Signature

This section concludes the Software as a Service (SaaS) Agreement for GoPractice and requires your acknowledgment and acceptance of the terms and conditions outlined in this document.

By signing below, you, the Subscriber, affirm that:

1. **Understanding and Agreement:** You have read and understand the foregoing Agreement in its entirety, and you agree to comply with all of its terms and conditions.
2. **Authority to Sign:** If you are signing on behalf of an organization, you represent and warrant that you have the authority to bind the organization to these terms.
3. **Digital Signature:** Your digital signature below is legally binding and equivalent to your handwritten signature.
4. **Receipt of Agreement:** By signing, you acknowledge that you have received a copy of this Agreement for your records.

Signature will be requested upon checkout prior to creation of the client subaccount.

By providing your signature, you agree to adhere to the terms and conditions set forth in this Agreement with the Therapist Collective for the use of GoPractice.