



Terms and Conditions

Acceptance of the Terms and Conditions: This document states the terms and conditions of Agreement for peer counseling services (“Services”) between the client (“You”) and Infidelity Counseling Network (“ICN”). Please read this Agreement carefully. We reserve the right to amend these terms and conditions at any time by posting the amended terms on our website.

Services: You will receive peer counseling support by telephone by one of our trained volunteer peer counselors. Our peer counselors are women who have healed from infidelity regardless of whether the counselor’s relationship/marriage ended or mended. Our peer counselors receive extensive training from licensed professionals in the fields of infidelity, counseling, and healing.

Fees: You can receive peer counseling on a sliding scale fee of \$15-\$45 per month. You and your peer counselor will determine the frequency of your telephone conversations. You will receive a monthly email invoice with a link to make your payment via credit card or Paypal. To protect your privacy, this fee will appear on your credit card statement as *The Woman’s Store*. ICN makes no representations regarding the services provided by Paypal. If you prefer to pay via another method, please contact us directly to discuss. We strive to make sure our Services are accessible to everyone. Please contact us for cases of financial hardship.

Our peer counselors cannot provide you peer counseling outside of these guidelines unless an exception has been made by ICN and notification has been provided to you and your peer counselor in writing via email. ICN Peer Counselors are direct affiliates of ICN and are therefore only allowed to serve clients under the ICN umbrella. Once a counselor terminates her relationship with ICN she is no longer allowed to work with ICN clients.

Disclaimer: Peer counseling is not a substitute for guidance by a licensed mental health professional. Please seek this support as necessary. No information provided by our peer counselors constitutes legal or professional advice.

Privacy: We are committed to protecting your privacy and security. We do not share your information with any other organizations or with individuals outside of ICN. The information you provide on our intake form is used to match you with the appropriate peer counselor.

“Personally Identifiable Information” is data that can be used to uniquely identify you, such as your full name or home address. We do not collect Personally Identifiable Information other than your first name, your email address, your age range, and your time zone; these items help us match you with the appropriate volunteer peer counselor. We require that you provide your email address; this information is used only to send you relevant counseling information, your monthly invoice, our quarterly e-newsletter, or other materials related to our organization. We never share any of your information outside of our organization. We do not sell or share our mailing lists or email lists. In situations where you or someone else is in danger or in need of emergency help, we may request your current location, or the current location of the person in danger; you are not required to provide this information.

How we use your Personally Identifiable Information

We use Personally Identifiable Information to help us develop, deliver, and improve our products, content, advertising and the Service. We may also use Personally Identifiable Information for internal purposes such as auditing, data analysis, and research to improve our services, and communications.

Collection and Use of Non-Personally Identifiable Information

We also collect non-Personally Identifiable Information, which is data that cannot be directly used to identify or contact you. We may collect, use, transfer, and disclose non-Personally Identifiable Information for any purpose, including but not limited to improving volunteer services, raising funds, reporting demographic data, or as required by law.

If your peer counselor identifies imminent harm to yourself or someone else (you have the desire, plan, means, timeframe) or suspects abuse or neglect, they may let you know they're concerned about your safety. If they feel like you might not be able to keep yourself or any third party safe, they may contact local law enforcement.

We care about you and the security of your Personally Identifiable Information. We take reasonable precautions, including administrative, technical, and physical measures, to protect your Personally Identifiable Information from loss, theft, misuse, unauthorized access, disclosure, alteration, and destruction. We store all information on password-protected servers and we only permit approved ICN volunteers to access those servers pursuant to the practices described above.

Although we believe we take appropriate measures to safeguard against unauthorized disclosures of information, we cannot assure you that your Personally Identifiable Information or communications with ICN will never be disclosed in a manner inconsistent with this policy, and make no representations or warranties regarding the sufficiency of our security measures to prevent unauthorized access or interception by third parties.

Changes to Services, Terms and Conditions: ICN reserves the right to modify, suspend or discontinue any aspect or feature of our Services. We may also change or amend these terms and conditions, and any subsequent use of our Services by you constitutes your agreement to such changed terms and conditions. We will use reasonable efforts to email you when changes have been made to these terms and conditions. The email will contain a link that you can click to review the revised terms and conditions.

Limitation of Liability: The peer counseling provided is not a substitute for guidance by a licensed mental health professional. Please seek this support as necessary. No information provided by our peer counselors constitutes legal or professional advice. Under no circumstance will ICN or any of its volunteers be liable for any loss or damage caused by your reliance on our peer counseling information, guidance, or support. It is your responsibility to evaluate the accuracy, usefulness, and completeness of any information or content provided by ICN or its volunteers. In no event shall ICN be liable for any direct, indirect, incidental, special or consequential damages arising out of or relating to ICN content, service, or this agreement. We shall not be liable to you or to any third party for any indirect, incidental, consequential, special, punitive or exemplary damages. We explicitly disclaim any liability with respect to any claim, suit or action made by a User. You agree to indemnify, defend and hold us harmless with respect to any such claim. If the applicable law does not allow the limitation of liability as set forth above, the limitation will be deemed modified solely to the extent necessary to comply with applicable law. This section (disclaimers and limitation of liability) shall survive the termination or expiration of this Agreement.

Because some jurisdictions do not allow the exclusion or limitation of liability for negligence, consequential, or incidental damages, in such jurisdictions ICN's liability is limited to the greatest extent permitted by law. Your sole and exclusive remedy for dissatisfaction with ICN's service is to stop using its Services.

Termination: ICN reserves the right in its sole discretion to restrict, suspend, or terminate your access to all or any of our Services at any time and for any reason without prior notice or liability.

Governing Law: These Terms shall be governed and construed in accordance with the laws of California, United States, without regard to any principles of conflicts of law. You agree that any action at law or in equity that arises out of or relates to these terms and conditions will be filed only in the state or federal courts located in San Mateo County, California. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

Our 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. These Terms constitute the entire agreement between us regarding our Services, and supersede and replace any prior agreements we might have between us regarding our Services.

Mission: We help women heal from the pain of infidelity through confidential, one-to-one, telephone peer counseling. Our trained volunteer peer counselors are women who have survived infidelity, and they support each client in her personal recovery from this trauma whether her relationship ends or mends.

Infidelity Counseling Network
www.infidelitycounselingnetwork.org
A 501(c)(3) nonprofit organization, founded 2011
P.O. Box 2 Menlo Park, CA 94026