



Disclaimer

Refund Policy

Clinicus Services, PLLC: by registering and accepting our services, you are agreeing to accept all terms of membership for Clinicus Services, PLLC, clearly stated on our website. Once you have registered and accepted our services there are NO REFUNDS issued for any reason unless you can prove in writing that the services were not provided. You will have up to 45 days from the date of the service rendered to request a refund. After 45 days, no refunds will be given. You also understand and accept that there are no guarantees that any court will find this material acceptable to satisfy a court requirement. It is your responsibility to know what is required for your particular case and needs.

Clinicus Services, PLLC Evaluations

There are no refunds on evaluations. These evaluations take hours to complete and once they are completed there are no refunds under any circumstances.

If you dispute the fees on your credit card without contacting us and following the policies, you will be responsible for the full class fee, dispute fees and collection fees. We will turn all unpaid fees over to the collection bureau which may affect your credit in the future.

By registering for any of our services, you agree to the following:

- 1.** All usage of this site, its products, services and information is entirely at the user's own risk. The information on the Clinicus Services, PLLC, Website is not intended to and may not be used as a substitute for medical or mental health diagnosis or treatment. The information provided in our website, per se, should not be construed as medical or mental health advice or counseling. We provide Mental Health and Substance Abuse Services by Licensed Psychotherapist and Counselors; as such, besides reading our information in our website, you should ask us questions relating to your mental health or substance use in the context of a counseling or Assessment session. If we cannot offer the services you need, we will refer you with your agreement to a network of psychiatry, or other mental health services in the area that best meet your needs.
- 2.** Correspondence with any members of Clinicus Services, PLLC, including facilitators, affiliates cannot be completely secure, although Clinicus Services, PLLC, will make every effort to ensure the safety and privacy of correspondence to every extent possible.
- 3.** Your privacy to Clinicus Services, PLLC, is important. We will use all efforts to protect your information; however, please understand that transmission of information on the internet is not always secure. Therefore, there is no guarantee and Clinicus Services, PLLC, is not responsible if your information is somehow obtained over the internet. Any personal information such as name, address, telephone number, credit card number, or e-mail address will not be given to any third party without your permission. In certain circumstances we may be required to release personal information to third parties such as to comply with law, regulation, search warrant, subpoena or court order, or in special cases, such as a physical threat to you or others. Any information that you reveal in a public forum such as the discussion board cannot be subject to privacy and will be seen by others in the classroom.

CLINICUS SERVICES, PLLC

- 4.** This agreement governs your use of Clinicus Services, PLLC, and all of its services provided directly and/or indirectly to you. Clinicus Services, PLLC, reserves the right, in its sole discretion, to change or modify all or any part of this agreement at any time, effective immediately. It is your responsibility to refer to the disclaimer page periodically while using Clinicus Services, PLLC,. Your continued use of Clinicus Services, PLLC, constitutes your continued binding acceptance of these terms and conditions including any changes or modifications made by Clinicus Services, PLLC,. If at any time the terms and conditions of the agreement are no longer acceptable to you, you should cease using any service provided by Clinicus Services, PLLC,.
- 5.** Under the terms of this agreement, you agree to provide accurate, current and complete information about yourself, as requested by the registration form, and to maintain and update that information as requested. You understand that if your registration information is untrue, inaccurate, not current, or incomplete that Clinicus Services, PLLC, has the right to suspend or terminate your account, and to deny you access to any or all of its services.
- 6.** Under the terms of this agreement, you are responsible for creating a password and account designation when registering with Clinicus Services, PLLC, if registration is needed. It is your sole responsibility to maintain the security and confidentiality of your password, account, and all activities occurring therein. You understand further that under no circumstances is Clinicus Services liable for any damage or loss resulting from your failure to comply with this obligation to maintain confidentiality and security.
- 7.** The content you obtain from Clinicus Services, PLLC, is copyrighted material under U.S. Government guidelines and therefore cannot be used by you or anyone else without Clinicus Services, PLLC, permission. Clinicus Services does not guarantee nor is it liable in any way for the accuracy, integrity or quality of content provided by its services. This indemnity includes but is not limited to, errors or omissions of content, or for any loss or damage of any kind incurred as a result of the use of Content that is uploaded, copied, printed, or used in any way via Clinicus Services, PLLC. Clinicus Services, PLLC, is not responsible for technical difficulties that may result in the website crashing while users are communicating online or while downloading any material from the site.
- 8.** You are expressly forbidden from using Clinicus Services, PLLC, in any way that is inappropriate, unethical, harmful or damaging. This includes using Clinicus Services, PLLC, to upload, copy, print, or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy. You are expressly forbidden from engaging in any activity that is harmful to others.
- 9.** You are expressly forbidden from uploading, copying, printing, or otherwise transmitting or transferring and transmitting any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party whatsoever.

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- 10.** Under the terms of this agreement, you expressly acknowledge, accept, and agree that Clinicus Services, PLLC, shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to: damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use or goods, data, information or services
- 11.** Under the terms of this agreement, you agree to comply with all local, regional, national and international rules and policies regarding acceptable content and online conduct. Under the terms of this agreement, you agree to comply with all laws applicable to or regarding the transmission of technical data exported from your country of residence.
- 12.** Under the terms of this agreement, you agree to refrain from displaying or using in any manner or form trademarks of Clinicus Services, PLLC, without prior written permission from Clinicus Services, PLLC,.
- 13.** Clinicus Services, PLLC, reserves the rights to stop, cease, terminate, restrict, suspend or remove your specific access to any or all parts of any services provided by Clinicus Services, PLLC. Clinicus Services, PLLC, may modify, suspend or discontinue all or any part of service at any time without prior notice or liability. Clinicus Services, PLLC, retains the right to censor and monitor discussion forums to maintain the safety and wellbeing of all members. The facilitator maintains the right to modify or delete discussion forums if he/she feels it is not in the best interest of the group.
- 14.** Clinicus Services, PLLC, (and all third party content) make no warranties as to the results obtained by using any part of our service including use of any of our online courses, therapy and evaluations.
- 15.** You understand and except that distance education (online instruction) is a new technology that may not be suitable for your needs. Clinicus Services, PLLC, is not responsible for your online learning experience, your education or what you learn or do not learn by taking one of our courses/classes. Certificates are awarded at the sole discretion of the facilitator.
- 16.** You agree to indemnify and hold harmless Clinicus Services, PLLC, it's owners, employees, instructors, students, members, and volunteers for any liability arising from any death, injury, dismemberment or any bodily injury (physical or mental) to you and to third parties resulting from the use of our services, as well as for any loss or damage to property to you or to third parties resulting from any use of our service (direct or indirect), in whole, in part, including but not limited to information you obtain by signing up, joining online classes, participating in online classes, reading or obtaining any information from within our service, our discussion forums, or reading any content posted by us, an instructor, or a user. Such indemnity and hold harmless agreement is in addition to any other indemnity and hold harmless agreement you agree to when using other sections of our site.

CLINICUS SERVICES, PLLC

17. Clinicus Services, PLLC, is not responsible for and will not be liable to you or anyone else for any action or decision taken in reliance upon the information contained in this website (Clinicus Services, PLLC). Information accessed through this site is provided “as is” and without any warranties, express or implied. Under no circumstances, including, without limitation, liability arising out of contract, negligence, strict liability, tort, patent, or copyright infringement, shall Clinicus Services, PLLC, its affiliates, or its parent companies be liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or any other monetary or other damages, fees, fines, penalties or liabilities arising out of or relating in any way to this services or sites accessed through this service. You agree that your exclusive and sole remedy is to stop using Clinicus Services, PLLC.

THERAPY AND COACHING SERVICES

18. Confidentiality- All communications between you and your therapist/coach will be held in strict confidence unless you provide written permission to release information about your treatment. There are exceptions to confidentiality. For example, a therapist is required to report instances of suspected child or elder abuse. Therapists may be required or permitted to break confidentiality when they have determined that a patient presents a serious danger of physical violence to another person or when a patient is dangerous to him or herself.

19. Appointment Scheduling and Cancellation Policies – Sessions are scheduled at the client’s and therapist’s discretion. Your therapist may suggest a different type of treatment depending on the nature and severity of your concerns. In order to cancel or reschedule an individual telephone or individual appointment at our facility, you are expected to notify your therapist/coach at least 24 hrs. in advance of your appointment. If you do not provide your therapist with at least 24 hours’ notice in advance, you are responsible for full payment for the missed session. No exceptions will be made.

20. Availability – Clinicus Services, PLLC, is not a crisis center and is unable to help during acute crisis requiring immediate help. In the event of an emotional or medical emergency or an emergency involving a threat to your safety or the safety of others, please call 911 or visit the nearest Emergency Room to request emergency assistance.

21. Termination – The length of your consultation and the timing of the eventual termination of your treatment depends on the specifics of your treatment plan and the progress you achieve. It is a good idea to plan for your termination, in collaboration with your therapist. Your therapist will discuss a plan for termination with you as you approach the completion of your goals. You may discontinue working with us at any time. If you or your therapist determine that you are not benefiting from treatment, either of you may elect to initiate a discussion of your alternatives. Alternatives may include, among other possibilities, referral, or terminating your sessions.

22. Fees- Current fees will be listed on the website.

CLINICUS SERVICES, PLLC

23. Clinicus Services, PLLC,, its therapists, are licensed to conduct Department of Transportation (DOT) Evaluation and completing the Return to Duty Process, which includes an extensive follow up treatment, referrals, and testing. If you are seeking this service from Clinicus Services, PLLC, you will understand the role that your employer has on this process. This will be further discussed with you.

This assessment is regimented by DOT and follows DOT rule 49 CFR Part 40. Please read DOT rules, the role of the Substance Abuse Professional (SAP) [DOT SAP role](#), and limits of confidentiality.

Read the [DOT limits of confidentiality](#)

24. By submitting payment for services, you are acknowledging that you have read and understand all policies. Moreover, your payment will be treated as an electronic signature and acceptance of all policies.

25. Certain refund fees may apply.