



Registered Member **251562**
MBACP

NICOLETA POROJANU – PSYCHOLOGIST & THERAPIST

TERMS AND CONDITIONS

1. INTRODUCTION AND SERVICES

Welcome to “Nicoleta Porojanu Psychologist & Therapist”. These Terms refer to Nicoleta Porojanu Psychologist & Therapist website www.nicoletaporojanu.com and the associated social media accounts (Instagram, Facebook and YouTube). All references to “Nicoleta Porojanu Psychologist & Therapist”, “**us**”, “**we**”, or “**our**” in these terms refer to the relevant website and associated social media platforms. By using this website and associated social media accounts and the services that link to this website and associated social media accounts you agree to these Terms and Conditions (the “Terms”). Any new features included in the Services in the future will also be subject to these Terms.

You also agree to our Privacy Policy (which describes how we collect, process, use, and share your data) and read that carefully because it contains important information about your rights and responsibilities when you use the Services.

Additional terms may apply which will be disclosed to you when you sign up for a new Service or take advantage of a new promotion or special offer, which terms become part of your agreement with us if you use those Services, promotions, or offers. If any additional terms conflict with these Terms, those additional terms will prevail. If you have any questions about these Terms or our Services, please [contact us](#).

1.1. **Eligibility to Use the Services**. Unregistered guests, free registered guests, paid subscribers, and people who view or purchase the Services are all “**Users**” under these Terms. The Services are intended for residents in the UK and worldwide via online services and social media platforms.

You must be 18 to use the Services. We do not knowingly seek or collect any Personal Information (link to privacy policy) directly from children under the age of 18. If “Nicoleta Porojanu Psychologist & Therapist” becomes aware that we have unknowingly collected any personal data directly from a child under the age of 18, we will take reasonable efforts to delete such data from our system.

You must be at least 18 years old to access a free Service or to purchase a paid Service. When they access free or paid Services “Users” do explicitly consent to the processing of sensitive personal information.

1.2. **Use of the Services**

In exchange for your access to the Services, you agree that you will:

- Comply with the “Nicoleta Porojanu Psychologist & Therapist” Terms and Privacy Policy.
- Be responsible for all usage and activity on the Services made via your download, comment/like/follow account or with your log-in information.
- [Contact us](#) if you suspect your Services have been used by a third party on your name or your account has been used without your authorization or you believe your username and password have been stolen.
- Not resell the Services or resell, reproduce, or publish any content or information found on the Services, except as explicitly described in these Terms;
- Not circumvent, disable or otherwise interfere with security-related features of the Services, and
- Not circumvent, disable or otherwise interfere with features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein, including by using any self-developed or third-party developed bots, crawlers, spiders, data miners, scraping, or other automatic access tools.
- You will not use the information obtained from the Services (including any downloaded data in whole, in part and/or in combination with any other database) for any discriminatory purpose or illegal activity.

We protect your information as described in our Privacy Policy. If you choose to download written audio and video data from our Services, that copy is not protected by our security measures and you are solely responsible for storing, securing, and protecting that downloaded data. “Nicoleta Porojanu Psychologist & Therapist” has no responsibility if you elect to share or transfer your downloaded data with others, either intentionally or inadvertently. Your Services are intended only for your personal use.

2. CONTENT

2.1. **“Nicoleta Porojanu Psychologist & Therapist” Content**: The Services contain photos, videos, documents, records, and other content provided to you by our Services. You agree:

- To use this website and associated social media accounts Content only as necessary for your personal use of the Services.
- To download the Services Content only for personal use.
- Not to distribute, republish, or sell portions of any Service Content without our consent and,
- [Contact us](#) to obtain our written permission if you want to use small portions of our Services in front of a (face to face or virtual) audience through any channels of public writing, audio and video Content.

“Nicoleta Porojanu Psychologist & Therapist” has no responsibility or liability related to User Provided Content. We do not routinely monitor User Provided Content for violations of these Terms, including comments on our Blog or social media platforms, but we reserve the right to do so (including using automated monitoring tools). We reserve the right to remove or disable access to any User Provided Content that we believe violates these Terms. Serious or repeat violations or offenses will subject the responsible User to account or Service termination, at our sole discretion.

2.2. Ownership of Your Content: You own your Personal Information and User Provided Content. You can delete your Personal Information from “Nicoleta Porojanu Psychologist & Therapist” website and associated social media platforms as you wish. So long as your content remains on our system, we need certain rights from you for your and others’ use of the Services. By using the Services, you grant us the right to collect, host, transfer, process, analyse, communicate and store your Personal Information for the purposes described in these Terms and our Privacy Policy to (a) help us discover more about human psychology, (b) help us understand patterns of thinking and behaviour, (c) help us understand how to treat mental health conditions and (d) for any other purpose to which you expressly agree, such as sharing anonymous quantitative and qualitative research findings with others.

2.3. Copyright and Trademark: Each of the Services is protected by copyright as a collective work or compilation, pursuant to UK copyright laws, international conventions, and other copyright laws. The trademarks, service marks, and logos contained in the Services are owned by or licensed to us. We retain title, ownership, and all other rights and interests in and to all “Nicoleta Porojanu Psychologist & Therapist” website and associated social media platforms Content and Services.

3. CANCELLATIONS OF SERVICES

Your purchase(s) of and subscription(s) to any of the Services are subject to renewal and cancellation terms.

If you purchase a Service and wish to continue to receive the service at the end of the programme you will notify us in advance of your intentions and providing availability you will have continuation in your Service as per the previous or a new agreement.

If for whatever reasons you cannot attend your sessions and access your Service you must notify us at least 48 hours before at no cost or be liable to pay the equivalent of 50% of the contracted fee for that service/session.

Services can be paid in advance for an entire programme or week by week in advance of each session.

4. TERMINATION OF SERVICE

We may limit, terminate, or suspend your access to the Services without a refund if you breach or act inconsistently with the letter or spirit of these Terms. In such a case, you will not be entitled to a refund of subscription fees or the purchase price of a Service.

5. WARRANTY

While we hope you enjoy using our Services, there are things we don’t promise about our Services.

Except as expressly set out in these Terms, we provide the Services and the “Nicoleta Porojanu Psychologist & Therapist” website and associated social media platforms Content to you on an “AS-IS” basis. To the maximum extent permitted by law, we disclaim all warranties express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. Since the process of self-exploration involves unpacking events from the past whilst using our Services the Users can experience distress and discomfort. We do not make any promises (a) about our Content, (b) about User Provided Content, (c) about the specific functionality of the Services, or (d) that the Services will lead to any particular outcomes which are to a great extent influenced by the User’s life experience, engagement with the Services and openness to learning and transformation.

We are constantly changing and improving our Services, so we may add or remove functionality or features from the Services and we may suspend or stop a Service altogether.

Occasionally, some services will come with a 14 days warranty, as per description. Users can ask for a refund if they choose to stop using the Service during the first 14 days after purchase.

6. LIMIT OF LIABILITY – SEE PROFESSIONAL INDEMNITY INSURANCE

We limit our liability to the fullest extent allowed by law. We will not be liable for any unintentional damage, any actual, incidental, or consequential damage, or for any loss or claim of any kind. If you are dissatisfied with any portion of the Services or with any statement in these Terms, your sole remedy is to stop using the Services and, if you are using any of our subscription Services, cancel your subscription.

7. YOUR INDEMNITY

You agree that you will indemnify and hold “Nicoleta Porojanu Psychologist & Therapist” website and associated social media platforms” and its affiliates harmless from any claims, damages, or other expenses (including attorney’s fees) that result from your use of the Services and (a) your violation of these Terms or other documents incorporated herein by reference; (b) your violation of another person’s rights; or (c) any claim related to your User Provided Content, including a claim that your User Provided Content caused damage to another person. This indemnification obligation will continue after you stop using the Services. In addition, you release the “Nicoleta Porojanu Psychologist & Therapist” website and Associated Platforms” from all claims, demands, actions, or suits in connection with your User Provided Content, including any liability related to our use or non-use of your User Provided Content, claims for defamation, invasion of privacy, right of publicity, emotional distress, or economic loss.

8. SERVICES OFFERED BY OTHER COMPANIES

Our Services may contain links to other sites operated by third parties, including, but not limited to affiliates. These links are available for your convenience and are intended only to enable access to these Third-Party Sites and for no other purpose. A link to a Third-Party Site from our websites does not constitute sponsorship, endorsement, approval, or responsibility for any Third-Party Site. The terms and conditions of use and privacy statement of a Third-Party Site may differ substantially from our Terms and Privacy Statement. Please read the terms and conditions of use and privacy documentation for all Third-Party Sites carefully.

“Nicoleta Porojanu Psychologist & Therapist” does not warrant or make any representation about the substance, quality, functionality, accuracy, fitness for a particular purpose, merchantability, or any other representation about any Third-Party Site or its content, products, and services. We have no responsibility related to any Third-Party Site.

9. CONTROLLING LAW

If you access the Services on our websites and associated social media platforms in the United Kingdom or from another country, either face to face or online, the laws of UK will govern these Terms and the use of the Services. All claims will be subject to the jurisdiction of the courts of the UK.

“Nicoleta Porojanu Psychologist & Therapist” follows the ethical code of BACP and is protected by professional indemnity insurance in the UK.

10. DISPUTE RESOLUTION AND ARBITRATION

Please read this section carefully. It affects your legal rights, including your right to file a lawsuit in court.

We work hard to keep our clients satisfied. If a dispute arises between you and “Nicoleta Porojanu Psychologist & Therapist”, our goal is to provide a mutually convenient and timely resolving of the dispute. If you have any concern or dispute about the Services, you agree to first try to resolve the dispute informally by [contacting us](#).

If any dispute between us is not resolved within 30 days after contacting us, then you and “Nicoleta Porojanu Psychologist & Therapist” agree that we will resolve it through final and binding arbitration through the professional indemnity insurance provider.

11. Miscellaneous

All references to “Nicoleta Porojanu Psychologist & Therapist”, “**us**”, “**we**”, or “**our**” in these terms refer to the relevant websites and associated social media accounts. We reserve the right to change the “Nicoleta Porojanu Psychologist & Therapist” entity which is a party to these Terms at any time as a result of a sole trade or corporate reorganization or otherwise.

Modifications to these Terms: We have the right to modify these Terms or any additional terms that apply to a Service at any time, including to reflect changes to the law or changes to our Services. We will notify you of any material changes by posting information through the Services or via email. Such material changes will not apply retroactively and will become effective thirty days after they are posted, except that changes addressing new functions in the Services or changes made for legal reasons will be effective immediately. Except as explicitly provided herein, your continued use of the Services after a change to the Terms will mean you accept the changes. If any changes are unacceptable to you, you may stop using the Services and, if applicable, cancel your subscription.

Entire Agreement: These Terms, including all rules, guidelines, and other documents incorporated herein by reference, state the entire agreement between you and “Nicoleta Porojanu Psychologist & Therapist” regarding your use of the Services and supersede any prior agreements we may have relating to the Services.

Notification of Changes to the Services: “Nicoleta Porojanu Psychologist & Therapist” may contact you within the Services, via email to inform you of changes to the Services or these Terms. You agree that contact in this way will satisfy any legal communication requirements.

Feedback: If you submit feedback or suggestions about “Nicoleta Porojanu Psychologist & Therapist” or our Services, we may use your feedback or suggestions for any purpose including anonymous testimonials, without any obligation to you.

Assignment: We reserve the right to assign or transfer our rights and obligations under this Agreement. These Terms are personal to you and, as a result, you may not, without the written consent of “Nicoleta Porojanu Psychologist & Therapist” assign or transfer any of your rights and obligations under this Agreement. There shall be no third-party beneficiaries to this Agreement.

Illness or Death: If “Nicoleta Porojanu Psychologist & Therapist” is unable to provide the services due to illness or death, the Service can be transferred to another supervisor/provider (in whole or part) providing the consent of the User. If User agrees with this, “Nicoleta Porojanu Psychologist & Therapist” has the right to share your personal and User Provided Content with that new Service provider. These Terms will continue to apply to the Services until you receive notification of changes to the Terms or Services.

Severability: Except as explicitly provided herein, the unenforceability of any section or clause in these Terms will not affect the enforceability of the remaining Terms. We may replace any unenforceable section or clause with a similar one that is enforceable.

No Waiver: Our failure to enforce any provision of these Terms is not a waiver of our rights under that provision.

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