TERMS AND CONDITIONS FOR THE PROVISION OF ONLINE PSYCHOTHERAPY SERVICES

Last updated: August 2026

These Terms and Conditions govern the contracting and provision of online psychotherapy services offered by **Diego F. Moreno Cortez**, Chilean Tax ID No. **15.639.150-6**, with registered address at **Almirante Pastene 185, of. 309, Providencia, Santiago**, Republic of Chile (the **"Service Provider"**), and clinically delivered by **Diego F. Moreno Cortez**, a psychologist professionally qualified to practice in the Republic of Chile and registered under No. **347452** (the **"Psychologist"** or the **"Professional"**).

The contracting, administration, invoicing and payment processing of the services are carried out by the Service Provider, while the psychotherapy services themselves are personally delivered by the Professional.

By booking a session, the client declares that they have read and understood these Terms and Conditions and agree to be bound by them. Where applicable law requires express acceptance or additional consent, such acceptance or consent will be obtained separately.

Acceptance of these Terms and Conditions **does not replace any clinical informed consent** that may be required in connection with the psychotherapy process, which may be documented separately.

1. Nature and Scope of the Service

1.1. The services consist of individual psychotherapy sessions for adults, delivered remotely through a secure videoconferencing platform.

1.2. Psychotherapy is a **professional service involving an obligation to exercise appropriate professional care and skill and does not constitute a guarantee of any particular result**. The Professional undertakes to provide the services with the level of care reasonably required under the professional and ethical standards applicable to him, but **does not guarantee any particular clinical outcome, the disappearance of symptoms, improvement in the client's psychological condition or the prevention of adverse events**.

1.3. The services do not constitute medical or psychiatric treatment, do not include the prescription or modification of medication, and are not a substitute for treatment by physicians, psychiatrists or other healthcare professionals where such treatment is necessary.

1.4. Unless expressly and specifically agreed otherwise, the services do not include expert assessments, reports for judicial or administrative proceedings, occupational fitness certificates, medico-legal reports, capacity assessments, reports for insurance companies or any other forensic or expert services.

1.5. The online service **does not constitute an emergency service, permanent crisis intervention service, custodial service, monitoring service or continuous supervision of the client's psychological condition or behavior**.

1.6. The Professional is not continuously available between sessions and does not continuously monitor the client. The therapeutic relationship operates within scheduled sessions and any additional communications expressly accepted by the Professional.

1.7. If the client is experiencing a medical or psychiatric emergency, an immediate risk of self-harm or suicide, a serious risk of harm to another person, an acute deterioration in mental state or any other situation requiring immediate intervention, **the online psychotherapy service is not an appropriate emergency response service**. In such circumstances, the client must contact the emergency services available in the location where they are physically present or attend the nearest appropriate healthcare facility.

2. Eligibility, Identity and Location of the Client

2.1. The services are available exclusively to persons aged **18 years or older** who have sufficient legal capacity to contract and validly consent to psychotherapy.

2.2. By contracting the services, the client represents that:

a) they are requesting the services for themselves;

b) the identity, contact details and other information they provide are complete, accurate and truthful;

c) they are reasonably capable of participating in an online psychotherapy session; and

d) they understand the characteristics and inherent limitations of remote psychotherapy.

2.3. Due to the cross-border nature of the services, the client must accurately disclose **their country of habitual residence and the country in which they are physically located when participating in each session**, whenever requested.

2.4. The client must inform the Service Provider or the Professional of any change of residence or any circumstance resulting in the client receiving sessions from a country other than the one previously disclosed.

2.5. The Service Provider or the Professional may refuse, suspend or reschedule a session where the client is physically located in a jurisdiction in which legal, regulatory, professional, technical or safety considerations make the provision of the service inadvisable or impermissible.

2.6. The Professional may request information reasonably necessary to verify the client's identity. If the client's identity cannot be adequately verified, the Professional may decline to begin or may suspend the provision of services.

3. Bookings, Session Duration, Fees, Payments, Cancellations and Right of Withdrawal

3.1. Where offered through the website, the initial 15-minute introductory call will be free of charge and will not create any obligation to continue with psychotherapy.

3.2. Standard sessions will last approximately **50 minutes**, unless otherwise agreed.

3.3. The applicable fee will be the amount disclosed to the client on the website or during the booking process before the booking is completed.

3.4. The price communicated to the client will include any taxes that must legally be included in the final price, where applicable. The Service Provider will issue the tax document required under applicable law.

3.5. Payments may be processed through **SumUp** or another payment service provider disclosed to the client. Currency conversion charges, bank charges and other fees imposed directly by the client's bank, card issuer or financial service provider will be borne by the client and do not constitute charges imposed by the Service Provider.

3.6. Sessions may be cancelled or rescheduled without charge where the client provides at least **24 hours' notice**.

3.7. Sessions cancelled with less than 24 hours' notice, as well as sessions which the client fails to attend without prior notice, may be charged in full and will not be refundable, except in the event of an emergency, a serious unforeseen and unavoidable circumstance, or where mandatory applicable law provides otherwise.

3.8. If a session cannot take place for a reason attributable to the Service Provider or the Professional, the client will be offered a rescheduled session at no additional cost or, where appropriate, a refund of the amount paid for that session.

3.9. The contractual cancellation policy set out above is separate from any statutory right of withdrawal that may be available to the client under mandatory consumer protection law.

3.10. Where applicable law provides the client with a statutory right to withdraw from a distance contract, the client may exercise that right within the applicable statutory period.

3.11. Where the client voluntarily books a session to take place before the expiry of any applicable statutory withdrawal period, that booking will, where permitted by applicable law, constitute the client's **express request for performance of the service to begin before the expiry of the withdrawal period**. The client acknowledges that they may be required to pay a proportionate amount for services already performed and that, once a particular service has been fully performed, the right of withdrawal in respect of that service may be lost where applicable law so provides.

4. Confidentiality, Risk Situations and Emergencies

4.1. Information disclosed by the client during sessions and clinical information associated with the services will be treated as confidential in accordance with applicable legal and ethical obligations.

4.2. The duty of confidentiality **is not absolute** and is subject to the exceptions established by applicable law.

4.3. In particular, where the Professional has reasonable grounds to believe that there is a serious risk to the life or physical or psychological integrity of the client or another person, or where disclosure is otherwise required by law, the Professional may disclose, **to the extent permitted or required by applicable law, only such information as is reasonably necessary to address the relevant situation**.

4.4. For such purposes, were reasonably necessary, the Professional may contact medical or psychiatric services, emergency services, competent authorities, other healthcare professionals involved in the client's care, or the emergency contact provided by the client.

4.5. The client authorizes the Professional to use location and contact information provided by the client solely to the extent reasonably necessary to manage a serious risk situation or emergency, subject to applicable law.

4.6. The client agrees to provide a **current, reliable and reasonably accessible emergency contact**, including the person's name, relationship to the client, telephone

number and country of residence, where requested as a condition of commencing or continuing treatment.

4.7. Where clinically relevant, the Professional may request confirmation of the client's **current physical location** at the beginning of a session to facilitate any emergency response that may become necessary.

4.8. Due to the remote and cross-border nature of the service, the client acknowledges that the Professional's ability to intervene physically in an emergency may be limited and may depend on services, individuals or authorities located outside Chile. **The Professional does not guarantee that any emergency intervention reasonably initiated by him will be successfully implemented, achieve any particular outcome or prevent an adverse outcome.**

4.9. The obligations described above do not convert the service into a permanent emergency, monitoring or custodial service and do not impose on the Professional any obligation continuously to supervise the client outside scheduled sessions.

5. Personal Data Protection and Clinical Records

5.1. The Service Provider and the Professional will process the client's personal data in accordance with applicable law, including, where relevant, Chilean data protection legislation and any mandatory rules applicable to clients located in other jurisdictions.

5.2. The services may involve the processing of **health data and other categories of particularly sensitive information**, and reasonable technical and organizational measures will be implemented to protect their security and confidentiality.

5.3. Detailed information concerning the categories of personal data processed, purposes of processing, legal bases, retention periods, recipients, international transfers, technology providers and data subject rights will be set out in a separate **Privacy Policy**, which will form part of the documentation governing the service.

5.4. Clinical records and information associated with the sessions will be retained to the extent and for the periods required under applicable law.

5.5. Clinical information will be limited to what is reasonably necessary for the provision, continuity and safety of care, without prejudice to any records which must legally be retained.

5.6. The use of external technology providers does not authorize such providers to use clinical information for purposes incompatible with the contracted services, without

prejudice to their own legal obligations and the data-processing arrangements described in the Privacy Policy.

6. Technology, Session Conditions and Electronic Communications

6.1. Sessions will ordinarily be conducted through **Doxy.me**, or through another technology platform adopted by the Service Provider that is reasonably appropriate for this type of service.

6.2. The client is responsible for maintaining a sufficiently stable internet connection, using a technically appropriate device and participating from an environment that reasonably protects the privacy of the session.

6.3. The client must take reasonable steps to prevent third parties from overhearing or inadvertently participating in sessions.

6.4. Unless both parties have expressly agreed in advance, or recording is required by law, **sessions will not be recorded**. The client may not record, retransmit, publish or otherwise distribute all or any part of a session without the Professional's prior authorization, without prejudice to any rights that cannot legally be restricted.

6.5. The client must not participate in a session while driving a vehicle, operating machinery or carrying out any other activity incompatible with safe and attentive participation.

6.6. If a technological failure prevents the session from proceeding reasonably, the parties may agree to continue through another appropriate means, reschedule the session or terminate it.

6.7. The Service Provider and the Professional will not be liable for general internet failures, telecommunications interruptions, failures of devices belonging to the client or technological events outside their reasonable control, **without prejudice to any legal obligations applicable to them in relation to the selection and security of the technological means used**.

7. Professional Credentials and Cross-Border Nature of the Services

7.1. Diego F. Moreno Cortez holds his professional qualifications and authorization to practice **under the laws of the Republic of Chile**.

7.2. Any identification or description of the Professional on this website must be understood solely by reference to his Chilean professional qualifications and credentials.

7.3. Any translation into another language of the Professional's title, specialty, profession or credentials does not constitute a representation that the Professional holds any equivalent protected title, license, authorization, registration or professional status under the laws of another country.

7.4. Unless expressly stated otherwise in relation to a particular jurisdiction, the Professional does not represent that he is locally registered, licensed or authorized by the professional or healthcare regulatory authorities of the client's country of residence.

7.5. This circumstance will be transparently disclosed to the client and constitutes a relevant characteristic of the cross-border nature of the service.

7.6. No acceptance or consent by the client may be interpreted as authorizing the provision of a service that is prohibited under mandatory applicable law, or as waiving regulatory requirements which the parties are not legally entitled to exclude.

7.7. The Service Provider reserves the right to restrict the geographical availability of the services or to refuse or suspend services for clients located in particular jurisdictions where necessary for legal, regulatory or professional reasons.

8. Voluntary Choice of Cross-Border Services

8.1. By contracting the services, the client acknowledges that the Professional practices pursuant to professional credentials granted under Chilean law and that the services are delivered remotely from Chile.

8.2. The client acknowledges having received sufficient information to understand that the professional, regulatory and liability rules applicable to the services may differ from those applicable in the client's country of residence.

8.3. The client's decision to receive psychotherapy through this cross-border model is voluntary and is not based on any representation by the Service Provider or the Professional that the Professional is locally authorized or registered in a foreign jurisdiction, unless such status is expressly disclosed and substantiated.

8.4. The client remains free to choose a professional who is locally registered or authorized in their country of residence whenever they consider it appropriate.

8.5. Acceptance of this cross-border model forms part of the client's informed consent but **does not constitute a waiver of any rights which are mandatory and non-waivable under applicable law**.

9. Informed Consent, Inherent Risks and Client Responsibilities

9.1. The client acknowledges that psychotherapy may affect different individuals in different ways and that its course and outcome depend on multiple personal, clinical and external circumstances which are outside the Professional's control.

9.2. As with any psychotherapeutic intervention, the process may involve periods of emotional distress, anxiety, sadness, frustration, changes in personal relationships, the emergence or temporary intensification of particular symptoms, memories or difficult emotions, the need for medical or psychiatric assessment, changes in therapeutic strategies, referral to other professionals or services and, in certain circumstances, the need for in-person treatment or hospitalization.

9.3. The Professional does not guarantee that psychotherapy will in every case prevent the onset or worsening of a psychiatric illness or crisis, nor does he guarantee the prevention of self-harm, suicide attempts, death by suicide, hospitalization, violent conduct, unlawful acts, criminal conduct or any other act carried out by the client against themselves or another person.

9.4. The occurrence of any such event during or following the psychotherapy process will not, in and of itself, constitute a breach of contract, professional negligence or evidence or presumption of a causal relationship between the services provided and the event in question.

9.5. The client retains personal autonomy at all times and **remains responsible for their own decisions, acts and omissions outside scheduled sessions**, except where applicable law provides otherwise.

9.6. The therapeutic relationship **does not make the Professional the client's custodian, guardian, supervisor or general guarantor of the client's conduct**, nor does it impose upon the Professional an obligation to prevent every action that the client may undertake outside scheduled sessions.

9.7. The client agrees to provide the Professional with complete and truthful information regarding any matters reasonably requested by the Professional which are relevant to the safety and conduct of the psychotherapy process.

9.8. The client must promptly disclose material changes in their condition or circumstances where these may reasonably affect treatment, including concurrent medical or psychiatric treatment, hospitalizations, relevant medications, emerging risk factors and any other information the Professional reasonably needs to know.

9.9. Where the Professional recommends that the client obtain medical, psychiatric, in-person, emergency or specialist care, the client is responsible for taking the steps necessary to access such care.

9.10. To the fullest extent permitted by applicable law, neither the Service Provider nor the Professional will be liable for consequences causally attributable to materially false, incomplete or withheld information provided by the client, the client's refusal to follow an express recommendation to obtain urgent assessment or treatment, or decisions independently made by the client outside the scope of the services.

9.11. The Professional may terminate or suspend a session where he reasonably considers that the client is under the influence of alcohol, drugs or other substances, or is otherwise in a condition which prevents the session from being conducted safely and clinically appropriately.

10. Limitation of Liability

10.1. The liability of the Service Provider and the Professional will be determined by reference to the obligations actually assumed by each of them, the professional nature of the services and the mandatory provisions of applicable law.

10.2. No contractual guarantee is given as to cure, improvement, emotional stability or the prevention of any particular clinical outcome.

10.3. To the fullest extent permitted by applicable law, the Service Provider and the Professional will only be liable for loss or damage that constitutes a direct and legally attributable consequence of a breach of the obligations respectively assumed by them.

10.4. Accordingly, and to the fullest extent permitted by applicable law, neither the Service Provider nor the Professional will be liable for loss or damage caused exclusively or predominantly by:

a) independent decisions or actions of the client;

b) false, incomplete or withheld information provided by the client;

c) failure to follow reasonable emergency instructions or referrals;

d) acts or omissions of physicians, psychiatrists, emergency services, healthcare facilities, family members or other third parties;

e) technological interruptions outside their reasonable control;

f) unforeseeable or unavoidable events; or

g) circumstances of which the Professional could not reasonably have been aware.

10.5. The temporal proximity between a psychotherapy session or course of treatment and an act of self-harm, suicide attempt, death by suicide, hospitalization, deterioration in psychological condition, violent act, criminal offence or other conduct by the client will not, in itself, constitute sufficient evidence of causation or create any contractual presumption of liability on the part of the Service Provider or the Professional.

10.6. Where loss or damage has been caused or materially aggravated by an act or omission attributable to the client or a third party, any liability of the Service Provider or the Professional will be limited to the extent permitted by the applicable rules governing causation and contributory responsibility.

10.7. To the fullest extent legally permissible, the Service Provider will not be liable for indirect or consequential losses of a purely economic nature that were not reasonably foreseeable at the time the contract was entered into.

10.8. In relation to disputes concerning **exclusively administrative, technological, booking, payment or invoicing matters which do not involve clinical liability or physical or psychological injury**, the Service Provider's aggregate contractual liability will, to the fullest extent permitted by law, be limited to the amount actually paid for the session or sessions directly affected by the relevant breach.

10.9. Nothing in these Terms and Conditions is intended to exclude or limit liability for fraud, willful misconduct, gross negligence, death or personal injury where such exclusion or limitation is prohibited by mandatory applicable law, or any other liability which cannot lawfully be excluded or limited in advance.

11. Suspension, Termination of Treatment and Referral

11.1. Either the client or the Professional may terminate the psychotherapy process.

11.2. The Professional may suspend, decline or terminate the provision of services were, in his reasonable professional judgement:

a) online psychotherapy is no longer clinically appropriate;

b) the level of risk presented by the client cannot reasonably be managed through remote care;

c) medical, psychiatric, in-person, multidisciplinary or emergency treatment is required;

d) the Professional does not have sufficient information reasonably necessary to provide the service safely;

e) the client is located in a jurisdiction in which regulatory restrictions prevent or materially affect the provision of the service;

f) technical or privacy conditions prevent the service from being provided appropriately;

g) a conflict of interest arises;

h) there has been a material breakdown in the therapeutic relationship which prevents treatment from reasonably continuing;

i) there is repeated failure to pay or another material breach of these Terms and Conditions; or

j) there are threats, aggression, harassment or other conduct incompatible with the continuation of the professional relationship.

11.3. Where clinically and reasonably appropriate, the Professional will inform the client of the termination and may recommend alternative care or referral to another professional or service.

11.4. In urgent circumstances, or where continuation of remote treatment could materially increase a relevant risk, suspension or termination may take effect immediately, without prejudice to any reasonable safety measures that may be appropriate in the circumstances.

11.5. A recommendation for psychiatric assessment, referral, hospitalization, emergency care, in-person treatment or termination of online psychotherapy will not constitute an admission or acknowledgement that the treatment previously provided was negligent, insufficient or inappropriate.

11.6. Once the psychotherapy process has ended, the obligation to provide sessions or ongoing monitoring will cease, except for obligations which by their nature or under applicable law survive termination.

12. Governing Law, Consumer Rights and Jurisdiction

12.1. These Terms and Conditions and the contractual relationship arising from them will, to the extent legally permissible, be governed by the **laws of the Republic of Chile**.

12.2. The choice of Chilean law **is not intended to deprive the client of any mandatory protections which, under applicable private international law, cannot validly be excluded by agreement**.

12.3. In matters in which a choice of forum is legally valid, disputes will be submitted to the competent courts of **Santiago, Chile**, without prejudice to any non-waivable right the client may have to bring proceedings before the courts of another competent jurisdiction under mandatory applicable law.

12.4. Nothing in these Terms and Conditions constitutes an advance waiver of rights which are mandatory and non-waivable under applicable law.

12.5. If any provision of these Terms and Conditions is held to be wholly or partially invalid, unenforceable or ineffective, this will not affect the remaining provisions, which will continue in force to the fullest extent legally permissible.

13. Amendments to these Terms and Conditions

13.1. These Terms and Conditions may be amended where reasonably necessary as a result of legal, regulatory, professional, clinical, technological or operational changes.

13.2. Each version will state its effective date, and the Service Provider will maintain a reasonable record of previous versions.

13.3. Amendments will apply prospectively and **will not retroactively alter rights, obligations or liabilities that have already accrued**.

13.4. Where an amendment is material and affects an ongoing therapeutic relationship, the client will be informed before the amendment becomes applicable to them.

13.5. Where applicable law requires the client's express consent to a particular amendment, that amendment will not become binding upon the client unless and until such consent has been obtained.

14. Communications Outside Scheduled Sessions

14.1. Email, website forms, text messages and other communication channels made available to the client are primarily intended for **administrative purposes**, including session coordination, payments and communications relating to the provision of the services.

14.2. Such channels **are not emergency communication channels and do not guarantee an immediate response**.

14.3. Sending a message to the Professional outside a scheduled session does not mean that the Professional has immediately received or reviewed its contents and does not create an obligation of continuous monitoring.

14.4. The client must not use these communication channels to request intervention in the event of a medical or psychiatric emergency, imminent risk of suicide or self-harm, or serious risk of harm to another person.

14.5. Where the Professional receives a communication indicating a serious risk situation, he may take such measures as are reasonably appropriate under Clause 4, without this converting those communication channels into a permanent crisis intervention service.

15. Entire Agreement and Supplementary Documents

15.1. These Terms and Conditions govern the general contractual aspects of the services.

15.2. They may be supplemented, where appropriate, by an **Online Psychotherapy Informed Consent, Privacy Policy, fee information, Cookie Policy and clinical or safety forms**.

15.3. If there is any inconsistency between these Terms and Conditions and a specific clinical provision contained in a later informed consent document expressly accepted by the client, the latter will prevail solely in relation to the specific clinical matter it regulates, to the extent legally permissible.

15.4. Electronic acceptance through the booking system, checkbox, electronic signature or any other mechanism capable of reasonably evidencing consent will have the legal effect recognized under applicable law.

16. Contact and Identification of the Service Provider

For administrative enquiries or questions concerning these Terms and Conditions:

Diego F. Moreno Cortez

Chilean Tax ID: 15.639.150-6

Registered address: **Almirante Pastene 185, of. 309, Providencia, Santiago, Chile**

Email: **(Still pending)**

Clinical services provided by:

Diego F. Moreno Cortez

Psychologist — Republic of Chile

Professional Registration No. **347452**

For personal data protection enquiries:

[PRIVACY EMAIL / DPO CONTACT, IF APPLICABLE]