

www.CounsellingVancouver.com

4538 West 12th Avenue
Vancouver, B.C. V6R 2R5

Fax: 604.228.8095
email: info@counsellingvancouver.com

Application for listing with www.counsellingvancouver.com

The terms of this document apply for the duration of one year from the date that the listing becomes active/ is live on www.counsellingvancouver.com and except for fees which are subject to change, the terms herein further apply for the duration of 12 months beyond the renewal date assuming payment for renewal has been received by www.CounsellingVancouver.com

Name:

Your address & postal code for our mailing purposes:

Address you want published:

Office locations by City name and area (eg. Vancouver – Kitsilano):

Please include your degrees and titles as you wish them to appear on the web site:

Phone number:

Toll free number:

email:

Web site URL if you already have a web site:

Title/summary line for Description of Services (eg. ‘Marriage and Family Therapist’ or the like – not more than 5 words):
:

ICONS (please see the icon legend on the web site and identify those you would like to accompany your directory listing):

150 words of text / description of services:

(Use additional space as necessary, or if submitting in handwriting, use the back of the document or a separate sheet of paper, clearly repeating the number of each subpage that is being continued elsewhere).

Please submit this application with a cheque made payable to Mariette West &/or CounsellingVancouver.com

We prefer all applications to be presented in digital format but if this is not possible and instead it is necessary for you to submit this form in handwriting please add \$75 for payment of our fees to reproduce it in digital format. Listing and other advertising fees will be charged at the rates listed on the rates page of www.counsellingvancouver.com or as agreed between parties with email verification from Mariette West/CounsellingVancouver.com

Please complete and sign the following statement:

I am a registered member in good standing with _____
 _____ (name your professional association/s)

My membership number(s) is/are _____. I agree to inform CounsellingVancouver.com if my membership status changes or if I am removed or remove myself from the active membership lists with the professional association(s) I have named above.

(Sign on the above line and print your name here):

By signing above and also below I understand and agree as follows:

1. To be listed on the web site called www.counsellingvancouver.com and I further understand and agree to the refund and all other policies as stated below, anywhere in this document or as posted or from time to time, re-posted on the web site itself.
2. To keep myself updated as to the changes in policies as they are posted on the web site and I understand that those changes will apply to my listing and my agreement with counsellingvancouver.com as at, and following, the date of my next renewal date.

3. To pay in advance for the initial setup and listing fees and associated taxes and I understand that these fees are refundable only as stated within the wording of the refund policy below.
4. That Counselling Vancouver.com will notify me by email that the site is active / live. Notification will be to the email address I have provided above, on this form. If I have no email address, Counselling Vancouver will notify me by phone or fax message left at the number I have provided above.
5. That any renewal fees must be paid prior to the renewal date or the listing may be removed by CounsellingVancouver.com without further notification. The renewal date will appear on the initial invoice which will be sent to me by email and CounsellingVancouver.com will also send me a reminder, also by email, 30 days prior to expiration / the renewal date of the listing.
6. That fees being paid include a listing as described on the web site and one color or font change (within the range of available colors and fonts) and text editing of possible errors made by CounsellingVancouver.com providing I have notified CounsellingVancouver.com within 10 days of being notified that the site is active/live on the internet. I am aware that additional fees may be charged for editing text errors if those errors were present in the original text transmitted to CounsellingVancouver.com by myself/ within this application form.
7. That I have reviewed the fee structure and listing types as posted on www.CounsellingVancouver.com and / or I have discussed fees separately with Mariette West of CounsellingVancouver.com or her agent and I am appraised of and have chosen a _____ listing. I understand that the base setup and initial posting of my listing will be payable by me at those listed rates (plus taxes) and/or as discussed and verified by email by Mariette West of www.CounsellingVancouver.com

Signed _____ **at** _____, **B.C.**

(Sign above and print your name here _____)

this _____ **day of** _____, **2006.**

Please also initial the bottom of each page of this document including the 3 attached pages of www.counsellingvancouver.com policies.

www.CounsellingVancouver.com **POLICIES**

Refunds: In the event that the applicant is not satisfied with his/her listing, CounsellingVancouver.com agrees to refund 50% of the listing fees providing the applicant has provided a written, signed and faxed request for a refund within 10 days of having been notified that the listing is active/live on web site/internet. Thereafter, listing and any other fees are non-refundable, sole and except in the unlikely instance that the web site closes operations in which case, notice to the effect that the site will be closing will be posted on the index/main page of the web site and applicants who provide a written, signed request for a

refund within 45 days will be given a pro-rated refund which in no instance will amount to more than 50% of the total they have paid for their current renewal as all listings are subject to an administration fee equal to half of what they have paid. In the event of closure of the web site, pro-rating will be based on half of the fee paid for renewal divided by 12 and multiplied by the number of months remaining before the next renewal date, plus applicable taxes if any were billed. Portions of any month will be rounded up if more than 15 days and down if less than 15 days. Lifetime membership fees are non-refundable.

Other policies:

1. Counselling Vancouver.com reserves the right to refuse listing applications or renewals without obligation or explanation.
2. CounsellingVancouver.com reserves the right, but is not obliged, to edit the content submitted by the applicant in this form or otherwise, for appropriateness or for syntax, grammar, and sentence structure. Any changes made by us, which are refused by the applicant will be resolved by telephone discussion within 10 days of the site being made active/live on the internet. The onus is on the applicant to check for / discover any changes that might have been made and to initiate discussion with CounsellingVancouver.com within the same time frame. Any text, content, style or color changes requested by the applicant thereafter will be billed at \$30 per 20 minutes, with a minimum fee of \$30 plus applicable taxes, with the exception of one free/allowed segment of 20 minutes per year for changes or updates providing such changes or updates are submitted at the time of annual renewal of the listing.
3. Changes to name (as in legal name change), degrees or designation, address, phone number, web address or email address will be done by CounsellingVancouver.com at no charge.
4. Fees, including renewal fees, are subject to change without notice but CounsellingVancouver.com will post notices of fee changes on the web site on the Listing Options page. Any renewal fees that have already been paid after agreement in writing has been made will not be subject to the billing change until 12 months after the previous written agreement has expired.
5. Listings that have expired and have not been renewed as per the policies stated above and herein, on request for reinstatement, will be subject to an administration fee of \$75 or the current posted reinstatement administration fee, whichever is the greater, plus applicable taxes. "Posted" means posted on www.CounsellingVancouver.com
6. Lifetime listings refer to listings that have paid a one time fee for a lifetime listing on the web site. These listings are not subject to changes in fee structure but it is understood that "Lifetime" means the lifetime of the website or its duration as a directory for therapists and Psychological consultants, the duration of the web site as a directory in its current format as versus a web site promoting a single individual or small group of Therapists which could occur after closure of the site as a directory. Closure may also be in the form of a sale or relinquishing of the URL www.CounsellingVancouver.com to a party interested in re-formatting the site for purposes other than those listed above, in this item. Should a sale of the site be to someone whose intent is to maintain the current purpose of the web site as a

- directory, the sale will be negotiated with a provision that allows for the continuation of lifetime listings without fee changes such that the lifetime lister would not be billed. It is understood that the possible sale of the web site by the current owner could and might otherwise result in a major change of style, format, purpose and fees. Lifetime listings are sold to the lister as a web site promotion and will be sold at a rate that is significantly less than would be the sum of annual fees paid by other members who choose to renew annually and as such there will be no refunding of cancelled lifetime listing fees should the web site close. Lifetime listings will be offered only in a very limited numbers and as a means of initiating or building any directory or subdirectory to a viable status from a business and practical perspective.
7. The minimum tenure of a lifetime listing can thus be 12 months or as long as the Lifetime of www.CounsellingVancouver.com as a directory, as defined above.
 8. A sale or relinquishing of the current ownership of the web site or change from directory status to ownership by a single professional or a small group of professionals or a major change of format could constitute an end to the lifetime of the web site and would terminate all obligations on the part of CounsellingVancouver.com beyond the 12 month (or otherwise specified) commitment made to those renewing or to lifetime members. The 12 month commitment thus terminates 365 days after the date of notification of closure on the web site, or at the renewal date of any particular member whichever comes first. It is only in the instance of closure of the site as discussed in items 7, 8 and 9, that lifetime listing rights and privileges revert to the equivalent of annual renewal and this risk is assumed by the lister in consideration of the reduced rate of posting offered at the outset by CounsellingVancouver.com
 9. CounsellingVancouver.com will do everything possible and reasonable to maintain the web site in good working order and if sold, to negotiate for similar terms for those listing.
 10. Individual applicant's /listed professionals are in no way responsible for, endorsing, agreeing with, or inferring or implying agreement with or recommending the specific or general content style or format of CounsellingVancouver.com. However, each applicant/individually listed professional or each and every listed professional or group of professionals or each agency is entirely responsible for the wording (including wording that might have been edited by CounsellingVancouver.com or its agents with notification to you) and inferences and implications of their own listing on CounsellingVancouver.com and thereby waive all rights to sue or otherwise hold CounsellingVancouver.com or any of its agents responsible for any losses or damages such as might be associated with such wording. The onus is on the applicant to request delisting should they disagree with and not be able to reach resolution to do with wording edited on their behalf or at their direction, by CounsellingVancouver.com or its agents. The 10 day time frame otherwise referred to above applies to this policy. By neglecting to request that he or she be removed from the list, an applicant assumes and retains associated responsibilities for his, her or their listing content on www.counsellingvancouver.com
 11. For those professionals who choose to assume an extension URL (universal resource locator)/web address with www.counsellingvancouver.com such as for instance www.CounsellingVancouver.com/yourname do so at their own risk and neither

- CounsellingVancouver.com nor any of its agents, representatives, employees nor volunteers assume any liability whatsoever nor will any damages or losses be paid (such as the need to replace stationery, brochures or business cards) to listers in the event the web site closes or cannot be maintained for reasons of illness or disability on the part of the current owner/operator of the web site. In the event of illness, or disability the current owner or her representatives will make every reasonable effort to sell the web site to a responsible other.
12. Government and other non-profit agencies offered or given a free listing will be notified that their contact information, including addresses and phone and fax numbers as well as email addresses and web links are on the site and a request will be made of each to link back to CounsellingVancouver.com Those agencies who choose not to link back to CounsellingVancouver.com may or may not be removed from the list at the sole discretion of CounsellingVancouver.com/its owner(s) and agents or representatives.
 13. The terms of this application/agreement shall be construed and governed by the laws of British Columbia. If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby, unless in either case as a result of such determination this Agreement would fail in its essential purpose.
 14. Every instance of use of the terms his, her or their also means the plural and applies to groups and agencies that choose to list as well as to those who have been listed for free or for a reduced fee. Thus, the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender or to a corporation, the word "or" is not excessive and the word "including" is not non-limiting whether or not non-limiting language (such as "without limitation", or "but not limited to" or words of similar import) is used with reference thereto.