

CALMSHELL MANDATORY POLICIES & PROCEDURES

Complete Policy Templates & Implementation Guides

Canada / Ontario Edition — Version 1.0

SECTION 1: TERMS OF SERVICE POLICY

1.1 Complete Terms of Service Template

CALMSHELL TERMS OF SERVICE

Effective Date: [DATE]

Last Updated: [DATE]

Version: 1.0

1. ACCEPTANCE OF TERMS

By accessing or using the Calmshell platform, website, or mobile application (collectively, the "Platform"), you agree to be bound by these Terms of Service. If you do not agree to these terms, you may not use the Platform.

2. DESCRIPTION OF SERVICES

Calmshell provides a digital mental health platform that offers wellness tools, community support, therapist-provided therapy services, and educational resources. Calmshell is a technology platform that connects users with licensed mental health professionals and provides wellness resources.

Important Disclaimer: Calmshell is not a hospital, clinic, or healthcare institution. Therapy services are provided by independent licensed professionals, not by Calmshell. Calmshell provides the technology infrastructure and platform.

3. USER ELIGIBILITY

You must be at least 18 years old to use Calmshell. If you are under 18, you may only use Calmshell with parental or guardian consent. Calmshell is not intended for individuals in crisis or experiencing suicidal thoughts—please contact emergency services (911) or a crisis hotline immediately.

4. USER ACCOUNT & RESPONSIBILITIES

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to provide accurate, current, and complete information during registration. You are responsible for all use of your account, whether authorized or unauthorized.

5. PROHIBITED USES

You agree not to use the Platform to:

- Engage in illegal activities or violate any laws
- Harass, threaten, or intimidate other users
- Post hate speech, discrimination, or violent content
- Impersonate healthcare professionals or provide clinical advice if not qualified
- Upload viruses, malware, or harmful code
- Spam, phish, or engage in fraudulent activities
- Violate intellectual property rights
- Interfere with Platform operations or security

6. INTELLECTUAL PROPERTY RIGHTS

Calmshell retains all rights to the Platform, including design, content, functionality, and software. You retain rights to content you create (such as journal entries), but grant Calmshell a license to use your content to improve the Platform and services.

7. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, CALMSHELL IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

Calmshell is not liable for indirect, incidental, special, or consequential damages arising from your use of the Platform, including loss of data, loss of income, or emotional distress.

CALMSHELL'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR SERVICES IN THE PAST 12 MONTHS.

8. EMERGENCY LIMITATIONS

CALMSHELL IS NOT AN EMERGENCY SERVICE. If you are experiencing a mental health emergency, suicidal thoughts, or harm to yourself or others, please:

- Call 911 immediately
- Contact the National Suicide Prevention Lifeline: 1-833-456-4566

- Text HOME to 741741 (Crisis Text Line)
- Go to your nearest emergency room

Calmshell cannot provide emergency services and is not a substitute for emergency medical care.

9. PRIVACY & DATA PROTECTION

Your use of Calmshell is governed by our Privacy Policy. By using Calmshell, you consent to the collection and use of your information as described in the Privacy Policy.

10. MODIFICATION OF TERMS

Calmshell reserves the right to modify these Terms of Service at any time. Changes will be effective immediately upon posting. Your continued use of the Platform constitutes acceptance of modified terms.

11. TERMINATION

Calmshell may terminate your account if you violate these Terms of Service or engage in prohibited activities. You may terminate your account at any time by contacting support.

12. DISPUTE RESOLUTION

Any disputes arising from these Terms of Service shall be resolved through binding arbitration in Ontario, Canada, governed by Ontario law.

13. CONTACT INFORMATION

For questions about these Terms of Service, contact: [CONTACT EMAIL]

SECTION 2: PRIVACY POLICY

2.1 Complete Privacy Policy Template

CALMSHELL PRIVACY POLICY

Effective Date: [DATE]

Last Updated: [DATE]

Version: 1.0

1. INTRODUCTION

Calmshell is committed to protecting your privacy and ensuring you have a positive experience on our Platform. This Privacy Policy explains how we collect, use, disclose, and safeguard your information.

2. INFORMATION WE COLLECT

Information You Provide:

- Account registration information (name, email, phone, address)
- Therapy notes and clinical assessments
- Wellness tracking data (mood, sleep, exercise)
- Journal entries and personal reflections
- Payment information (processed securely through Stripe)
- Communication with therapists and community members
- Feedback and support requests

Information Collected Automatically:

- Device information (type, operating system, browser)
- Usage data (pages visited, features used, time spent)
- IP address and location information
- Cookies and tracking technologies
- Analytics data

Information from Third Parties:

- Information from therapists about your care
- Information from institutional partners
- Information from payment processors

3. HOW WE USE YOUR INFORMATION

We use your information to:

- Provide and improve our services
- Deliver therapy and wellness services
- Process payments and manage billing
- Send service updates and notifications
- Respond to your inquiries and support requests
- Monitor Platform security and prevent fraud
- Comply with legal obligations
- Conduct research and analytics
- Personalize your experience
- Market our services (with your consent)

4. HEALTH INFORMATION PROTECTION (PHIPA)

Your health information is protected under the Personal Health Information Protection Act (PHIPA). We treat all health information as confidential and restrict access to authorized personnel only. Your health information is encrypted and stored securely.

Your Health Information Rights:

- Right to access your health information
- Right to request correction of inaccurate information
- Right to withdraw consent for use of your information
- Right to request an accounting of disclosures
- Right to lodge complaints with the Privacy Commissioner

5. PERSONAL INFORMATION PROTECTION (PIPEDA)

Your personal information is protected under the Personal Information Protection and Electronic Documents Act (PIPEDA). We collect only necessary information and use it only for stated purposes.

6. INFORMATION SHARING & DISCLOSURE

We do NOT share your information except:

- With your therapist (to provide therapy)
- With your consent (explicit permission required)
- When required by law (court orders, legal obligations)
- In emergencies (to protect safety)
- With service providers (under strict confidentiality agreements)
- Aggregated and anonymized data (cannot identify you)

We NEVER share:

- Therapy notes with employers or institutions
- Private conversations with third parties
- Identifiable health information without consent
- Information for marketing without explicit consent

7. DATA RETENTION

- Personal data: Retained until account deletion or 3 years of inactivity
- Health information: Retained for 7 years (Ontario standard)
- Billing records: Retained for 7 years
- Backup data: Retained for 1 year
- Cookies: Retained per your browser settings

8. COOKIES & TRACKING

We use cookies to improve your experience. You can control cookies through your browser settings. Disabling cookies may affect Platform functionality.

Types of Cookies:

- Essential cookies (required for Platform function)
- Performance cookies (analytics and improvement)
- Preference cookies (remember your settings)
- Marketing cookies (with your consent only)

9. SECURITY MEASURES

We implement comprehensive security measures to protect your information:

- HTTPS encryption for all communications
- AES-256 encryption for data storage
- Secure password hashing (bcrypt)
- Role-based access control
- Regular security audits and penetration testing
- Secure backup procedures
- Incident response procedures

10. YOUR PRIVACY RIGHTS

You have the right to:

- Access your personal information
- Correct inaccurate information
- Delete your information (subject to legal retention)
- Withdraw consent for data use
- Opt out of marketing communications
- Request an accounting of disclosures
- Lodge complaints with the Privacy Commissioner

To exercise these rights, contact: [PRIVACY OFFICER EMAIL]

11. INTERNATIONAL DATA TRANSFERS

If your information is transferred internationally, it will be protected with equivalent safeguards. By using Calmshell, you consent to transfer of your information as described.

12. CHILDREN'S PRIVACY

Calmshell is not intended for children under 18. If we learn we have collected information from a child without parental consent, we will delete it immediately.

13. THIRD-PARTY LINKS

Calmshell may contain links to third-party websites. We are not responsible for their privacy practices. Review their privacy policies before providing information.

14. POLICY UPDATES

We may update this Privacy Policy periodically. We will notify you of material changes. Continued use of the Platform constitutes acceptance of updated policy.

15. CONTACT INFORMATION

Privacy Officer: [NAME]

Email: [PRIVACY EMAIL]

Mailing Address: [ADDRESS]

Phone: [PHONE]

Privacy Commissioner of Ontario:

Website: www.priv.gc.ca

Phone: 1-800-282-1376

SECTION 3: CONSENT FRAMEWORK

3.1 Four-Layer Consent System

Layer 1: Platform Consent Form

CALMSHELL PLATFORM CONSENT

I acknowledge that I have read and agree to:

- ☐ Terms of Service
- ☐ Privacy Policy
- ☐ Community Guidelines
- ☐ Platform limitations and disclaimers

I understand that Calmshell is a technology platform, not a healthcare provider, and that I use it at my own discretion.

User Signature: _____

Date: _____

Layer 2: Wellness Consent Form

CALMSHELL WELLNESS TOOLS CONSENT

I acknowledge that:

- ☐ Wellness tools are self-guided and not therapy
- ☐ Tools are not intended to diagnose or treat mental health conditions
- ☐ I should seek professional help for serious concerns
- ☐ I understand the limitations of wellness tools
- ☐ I am responsible for my own wellbeing

User Signature: _____

Date: _____

Layer 3: Therapy Consent Form

CALMSHELL THERAPY SERVICES CONSENT

I acknowledge that:

- ☐ I understand telehealth risks and limitations
- ☐ My therapist is a licensed independent professional
- ☐ Confidentiality has legal limits (safety exceptions)
- ☐ I understand crisis response procedures
- ☐ I have disclosed all relevant health information
- ☐ I understand the therapist's qualifications and scope

User Signature: _____

Therapist Signature: _____

Date: _____

Layer 4: Specialized Program Consent

CALMSHELL [PROGRAM NAME] CONSENT

I acknowledge that:

- ☐ I understand the specific program requirements
- ☐ I have disclosed all relevant information
- ☐ I understand program limitations and scope
- ☐ I consent to specialized data collection (if applicable)
- ☐ I understand escalation procedures

User Signature: _____

Date: _____

SECTION 4: THERAPIST VERIFICATION POLICY

4.1 Therapist Credentialing Procedures

Step 1: Application & Documentation

Applicant provides:

- Completed application form
- Proof of active professional registration
- Professional liability insurance certificate
- Curriculum vitae or professional summary
- References from colleagues or supervisors
- Signed agreement to Calmshell standards

Step 2: Credential Verification

Calmshell verifies:

- Active registration with regulatory college
- Professional liability insurance coverage
- Background check (if applicable)
- Scope of practice alignment
- No disciplinary history

Step 3: Approval & Onboarding

Upon approval:

- Clinical Governance review and approval
- Onboarding training and orientation
- Platform access setup

- Initial supervision schedule
- Welcome communication

Step 4: Ongoing Compliance

Annual requirements:

- Credential renewal verification
 - Continuing education documentation
 - Compliance audit
 - Performance review
 - Supervision records
-

SECTION 5: CRISIS RESPONSE POLICY

5.1 Crisis Identification & Response Procedures

Crisis Situations Include:

- Suicidal ideation or intent to harm self
- Intent to harm others
- Severe psychiatric symptoms or decompensation
- Substance use emergency
- Domestic violence or abuse
- Child abuse or neglect
- Severe panic or anxiety attack

Immediate Response Protocol:

- 1 **Identify Crisis:** Therapist or user identifies crisis situation
- 2 **Assess Risk:** Determine severity and immediacy of risk
- 3 **Provide Support:** Offer immediate support and validation
- 4 **Provide Resources:** Share crisis hotlines and emergency contacts
- 5 **Escalate if Needed:** Contact emergency services (911) if imminent danger
- 6 **Document:** Record crisis incident and response
- 7 **Follow-up:** Contact user within 24 hours
- 8 **Review:** Analyze incident and improve procedures

Crisis Resources to Provide:

- National Suicide Prevention Lifeline: 1-833-456-4566

- Crisis Text Line: Text HOME to 741741
 - Emergency Services: 911
 - Local Crisis Teams: [LOCAL NUMBERS]
 - Hospital Emergency Departments: [LOCAL HOSPITALS]
 - Poison Control: 1-800-268-9017
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SECTION 6: BILLING & SUBSCRIPTION POLICY

6.1 Subscription Plans & Pricing

Plan	Monthly Price	Annual Price	Features
Free	\$0	N/A	Basic wellness tools, community access
Basic	\$9.99	\$99.90	Wellness tools, community, limited therapy
Pro	\$19.99	\$199.90	Wellness, community, therapy (4 sessions/month)
Premium	\$49.99	\$499.90	Unlimited therapy, all features

6.2 Subscription Management

Subscription Activation:

- User selects plan and provides payment information
- Stripe processes payment securely
- Subscription activated immediately
- Confirmation email sent to user
- Billing cycle begins

Subscription Renewal:

- Automatic renewal on billing date
- Reminder email sent 7 days before renewal
- Payment processed through Stripe
- Renewal confirmation sent

Subscription Cancellation:

- User can cancel anytime through account settings
- Cancellation effective at end of billing cycle
- No refund for unused portion (except within 7 days)
- Confirmation email sent
- Account access continues until end of cycle

6.3 Refund Policy

Refund Eligibility:

- Full refund within 7 days of purchase
- Prorated refund for cancellation mid-cycle (first month only)
- No refund for services used beyond 7 days
- Institutional plans: Custom refund terms per contract

Refund Process:

- 9 User requests refund through account settings or support
- 10 Support verifies eligibility and processes refund
- 11 Refund processed through Stripe (2-5 business days)
- 12 Confirmation email sent to user
- 13 Refund documented in billing records

SECTION 7: COMMUNITY GUIDELINES

7.1 Community Standards & Prohibited Content

Community Principles:

Calmshell community is built on respect, safety, and inclusion. All members agree to:

- Treat others with respect and dignity
- Maintain confidentiality of others' information
- Provide supportive, non-judgmental feedback
- Respect diverse perspectives and experiences
- Follow community guidelines and policies

Prohibited Content:

- Hate speech or discrimination (based on race, ethnicity, religion, gender, sexual orientation, disability)
- Harassment, bullying, or threatening language
- Violence, self-harm, or suicide promotion
- Sexual content or exploitation
- Clinical impersonation or providing medical advice
- Spam, commercial promotion, or advertising
- Misinformation or harmful advice
- Violation of others' privacy or confidentiality

7.2 Moderation & Enforcement

Moderation Process:

- 14 **Report:** User reports problematic content
- 15 **Review:** Moderation team reviews report
- 16 **Assessment:** Determine if content violates guidelines
- 17 **Action:** Warning, removal, suspension, or escalation
- 18 **Appeal:** User can appeal moderation decision
- 19 **Documentation:** All actions logged and reviewed

Enforcement Actions:

- **Warning:** First offense, user notified of violation
- **Content Removal:** Violating content removed from platform
- **Temporary Suspension:** Repeated violations, account suspended for 7-30 days
- **Permanent Removal:** Severe violations, account permanently closed
- **Escalation:** Safety concerns referred to clinical team

SECTION 8: INSTITUTIONAL DATA ACCESS POLICY

8.1 Educational Institution Access

Educational institutions may access:

- Aggregate wellness trends (anonymized)
- Usage analytics (anonymized)
- Program participation rates
- General wellness resources
- Counselor dashboards (with student consent)

Educational institutions may NOT access:

- Individual student therapy notes
- Private conversations
- Identifiable health information
- Confidential assessments
- Personal mental health records

Data Aggregation Standards:

- Minimum 5 individuals per data point (to prevent re-identification)
- No identifiable information included
- Aggregate reporting only
- Quarterly reporting maximum

8.2 Corporate Program Access

Corporate employers may access:

- Aggregate wellness trends (anonymized)
- Program participation rates
- General wellness resources
- Employee assistance program (EAP) integration

Corporate employers may NOT access:

- Individual employee therapy information
 - Health records or diagnoses
 - Identifiable personal information
 - Therapy notes or assessments
 - Private conversations
-

SECTION 9: POSTPARTUM PATHWAY GOVERNANCE

9.1 Independent Program Status

The Postpartum Pathway is an independent, specialized program within Calmshell designed specifically for postpartum individuals. It operates with:

- Separate intake and assessment

- Specialized therapists trained in postpartum mental health
- Specialized consent procedures
- Specialized escalation protocols
- Maternal mental health safeguards

9.2 Postpartum Program Consent

POSTPARTUM PATHWAY SPECIALIZED CONSENT

I acknowledge that:

- ☐ I am seeking support for postpartum mental health
- ☐ I understand the specialized nature of this program
- ☐ I have disclosed relevant obstetric and psychiatric history
- ☐ I understand escalation procedures for maternal safety
- ☐ I consent to specialized monitoring and assessment
- ☐ I understand the therapist's qualifications in postpartum care

User Signature: _____

Therapist Signature: _____

Date: _____

SECTION 10: RESEARCH & ASSESSMENT GOVERNANCE

10.1 Assessment Standards

All assessments on Calmshell include:

- Clear disclaimer that assessment is not diagnostic
- Evidence-based instruments (PHQ-9, GAD-7, etc.)
- Validated scoring and interpretation
- Option for professional review
- Results documentation and tracking
- Interpretation guidelines

10.2 Research Governance

If Calmshell conducts research activities:

- Ethics review (REB approval if required)
 - Informed consent from participants
 - Data separation and security
 - Publication standards and transparency
 - Funder transparency and disclosure
 - Participant confidentiality protection
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CONCLUSION

These mandatory policies establish the foundational governance structure for CALMSHELL operations. All policies are designed to protect user safety, privacy, and rights while enabling CALMSHELL to provide high-quality, compliant mental health services.

Implementation Status: Ready for immediate deployment

Review Schedule: Annual review and updates

Approval Authority: Executive Governance & Clinical Governance

Document Version: 1.0

Last Updated: June 2026

Status: Production-Ready

Classification: Confidential - Internal Use