

CALMSHELL Master Policy Framework

Phase 1: Core Legal & Platform Policies

Document Version: 1.0

Effective Date: June 2026

Jurisdiction: Canada (Primary: Ontario, PIPEDA, PHIPA, Federal Regulations)

Last Updated: June 2026

Status: DRAFT FOR IMPLEMENTATION

Table of Contents

- 1 [Policy 1: Terms of Service](#)
 - 2 [Policy 2: Privacy Policy](#)
 - 3 [Policy 3: Consent to Services Policy](#)
 - 4 [Policy 4: Cookie Policy](#)
 - 5 [Policy 5: Accessibility Policy](#)
 - 6 [Implementation Checklists](#)
 - 7 [Compliance Tracking](#)
-

POLICY 1: TERMS OF SERVICE

1.1 Purpose & Scope

The CALMSHELL Terms of Service establish the legal framework governing the use of the CALMSHELL platform, including the website, mobile applications, and all associated services. These terms apply to all users, including individuals seeking mental health support, therapists and coaches providing services, institutional partners, and any other parties accessing the platform.

CALMSHELL operates as a technology platform that connects users with independent mental health professionals. The platform facilitates therapy, coaching, peer support, and educational services but does not itself provide clinical care. Users must understand that CALMSHELL is a marketplace and community platform, not a healthcare provider.

1.2 Definitions

"Platform" refers to all CALMSHELL services, including the website (www.calmshell.ca), mobile applications (iOS and Android), web applications, and any associated tools, features, or services.

"User" means any individual who accesses the Platform, including therapy clients, therapists, coaches, peer supporters, institutional representatives, and community members.

"Therapist" refers to licensed mental health professionals (psychologists, social workers, counselors, psychiatrists) registered with provincial regulatory bodies and verified by CALMSHELL.

"Coach" refers to certified wellness coaches, life coaches, or other non-clinical professionals offering guidance and support services.

"Peer Supporter" refers to trained community members providing peer support and shared experiences within the CALMSHELL community.

"Independent Practitioner" means any therapist, coach, or peer supporter who maintains an independent business relationship with CALMSHELL and is not an employee.

"Services" includes therapy sessions, coaching sessions, peer support, community features, educational content, assessments, and any other features offered through the Platform.

"Content" refers to all text, images, videos, audio, assessments, courses, and other materials available on the Platform.

"User Data" means information provided by users, including account information, session notes, health information, communication records, and usage analytics.

1.3 User Eligibility & Registration

Users must be at least 13 years old to create an account on CALMSHELL. Users under 18 years old require parental or guardian consent to use therapy services. CALMSHELL will collect parental consent through documented electronic means before providing clinical services to minors.

Users must provide accurate, complete, and truthful information during registration. Users are responsible for maintaining the confidentiality of their account credentials and password. Users agree to notify CALMSHELL immediately of any unauthorized access to their account.

CALMSHELL reserves the right to verify user identity and eligibility for services. Users may be required to provide government-issued identification, proof of age, or other verification documents.

1.4 Therapist & Professional Verification

All therapists offering services through CALMSHELL must be licensed mental health professionals registered with provincial regulatory bodies (e.g., College of Psychologists of Ontario, Ontario College of Social Workers and Social Service Workers, Ordre des psychologues du Québec).

CALMSHELL conducts credential verification for all therapists, including verification of current licenses, professional liability insurance, and absence of disciplinary actions. Therapists must maintain active professional licenses and current liability insurance throughout their engagement with CALMSHELL.

Therapists agree to comply with all applicable provincial and federal regulations, including standards of practice, ethical guidelines, and confidentiality requirements. CALMSHELL is not responsible for therapist conduct but reserves the right to remove therapists who violate platform policies or professional standards.

Coaches and peer supporters must complete CALMSHELL training and certification programs before offering services. Background checks are required for all professionals working with vulnerable populations.

1.5 Subscription & Payment Terms

CALMSHELL offers multiple subscription models, including monthly subscriptions, pay-per-session options, and freemium access to community features. Subscription terms, pricing, and features are clearly displayed before purchase.

Users authorize CALMSHELL to charge their payment method for subscription fees, session fees, and other services. Charges occur on the date specified during purchase and recur on the same date each billing period unless cancelled.

Users may upgrade, downgrade, or cancel subscriptions at any time through their account settings. Downgrades take effect at the end of the current billing period. Cancellations take effect immediately, and users retain access to services through the end of their paid period.

CALMSHELL uses Stripe for payment processing. Payment information is encrypted and processed securely. Users are responsible for maintaining current payment information and notifying CALMSHELL of changes.

1.6 Refund Policy

CALMSHELL offers refunds under the following circumstances: (1) for subscription fees if cancelled within 7 days of purchase and no services have been used; (2) for therapy sessions cancelled by the therapist more than 24 hours before the scheduled session; (3) for technical

issues preventing access to purchased services; and (4) for other circumstances determined by CALMSHELL at its sole discretion.

Refunds are processed within 5-10 business days to the original payment method. Refunds for therapy sessions are determined by the individual therapist's cancellation policy, which is disclosed before booking.

CALMSHELL does not offer refunds for completed therapy sessions, coaching sessions, or educational courses, except in cases of technical failure or platform error. Users who are unsatisfied with services are encouraged to discuss concerns with their therapist or contact CALMSHELL support.

1.7 Acceptable Use Policy

Users agree to use the Platform only for lawful purposes and in accordance with these Terms. Users must not engage in any conduct that violates laws, infringes on others' rights, or harms the Platform or its users.

Prohibited conduct includes: (1) harassment, bullying, or threatening behavior toward other users, therapists, or staff; (2) discrimination based on protected characteristics including race, color, religion, gender, sexual orientation, national origin, disability, or age; (3) sharing another person's private information without consent; (4) attempting to access accounts or systems without authorization; (5) uploading viruses, malware, or harmful code; (6) commercial solicitation or spam; (7) impersonation of other users or professionals; (8) sharing illegal content or content that violates intellectual property rights; and (9) any conduct that CALMSHELL determines violates platform policies.

CALMSHELL monitors the Platform for prohibited conduct and reserves the right to remove content, suspend accounts, or terminate services for violations.

1.8 Therapist Marketplace Terms

Therapists using CALMSHELL to offer services are independent contractors, not employees. Therapists maintain full control over their practice, including setting their own rates (within CALMSHELL guidelines), availability, and service offerings.

CALMSHELL charges a commission on therapy session fees, typically 20-30% depending on the service model. Commission rates are disclosed to therapists before they begin offering services.

Therapists are responsible for maintaining their own professional liability insurance, licenses, and compliance with professional standards. Therapists agree to comply with CALMSHELL's clinical policies, including documentation standards, crisis response procedures, and confidentiality requirements.

CALMSHELL provides a platform for therapist-client matching and communication but does not supervise therapy sessions or clinical decisions. Therapists maintain clinical autonomy and professional responsibility for their clients.

1.9 Intellectual Property Rights

CALMSHELL retains all rights to the Platform, including the website design, mobile applications, software, algorithms, content, assessments, courses, meditations, and other materials. Users are granted a limited, non-exclusive, non-transferable license to access and use the Platform for personal, non-commercial purposes.

Users may not reproduce, distribute, modify, create derivative works, or otherwise exploit Platform content without CALMSHELL's written permission. Users may not reverse-engineer, decompile, or attempt to discover the source code or algorithms underlying the Platform.

User-generated content, including messages, posts, and community contributions, remains the property of the user. By posting content on CALMSHELL, users grant CALMSHELL a non-exclusive, royalty-free, perpetual license to use, reproduce, modify, and distribute the content for platform operations and improvement.

Therapists retain intellectual property rights to their original course materials, meditations, and other content they create. CALMSHELL receives a non-exclusive license to distribute and promote therapist content through the Platform.

1.10 Limitation of Liability

CALMSHELL provides the Platform "as is" without warranties of any kind. CALMSHELL does not warrant that the Platform will be error-free, uninterrupted, or secure. CALMSHELL is not responsible for data loss, unauthorized access, or other technical issues.

To the maximum extent permitted by law, CALMSHELL is not liable for indirect, incidental, special, consequential, or punitive damages arising from use of the Platform, including loss of profits, data, or business opportunities.

CALMSHELL's total liability for any claim arising from the Platform is limited to the amount paid by the user in the 12 months preceding the claim, or \$100, whichever is greater.

CALMSHELL is not responsible for the conduct, services, or professional judgment of therapists, coaches, or other independent practitioners. Users assume all risks associated with using services provided by independent professionals.

1.11 Termination & Account Closure

CALMSHELL may terminate a user's account or access to the Platform at any time, with or without cause, by providing written notice. Grounds for termination include violation of these Terms, engagement in prohibited conduct, non-payment, or other reasons determined by CALMSHELL.

Users may close their account at any time through account settings or by contacting CALMSHELL support. Upon account closure, users lose access to the Platform and their account data.

CALMSHELL retains the right to retain user data as required by law, for dispute resolution, or for other legitimate business purposes. User data may be retained for a period of 7 years following account closure to comply with legal and regulatory requirements.

1.12 Dispute Resolution & Governing Law

These Terms are governed by the laws of Ontario, Canada, without regard to conflict of law principles. Users agree to submit to the exclusive jurisdiction of the courts of Ontario.

Before pursuing legal action, users agree to attempt to resolve disputes through informal negotiation with CALMSHELL support. If informal resolution fails, users may pursue mediation or arbitration as outlined in CALMSHELL's dispute resolution procedures.

1.13 Changes to Terms

CALMSHELL may modify these Terms at any time. Material changes are communicated to users at least 30 days in advance. Continued use of the Platform following notice of changes constitutes acceptance of the modified Terms.

1.14 Entire Agreement

These Terms, together with the Privacy Policy, Consent to Services Policy, and other policies referenced herein, constitute the entire agreement between users and CALMSHELL regarding use of the Platform.

POLICY 2: PRIVACY POLICY

2.1 Purpose & Scope

The CALMSHELL Privacy Policy explains how CALMSHELL collects, uses, discloses, and protects personal information. This policy applies to all users of the CALMSHELL platform

and complies with the Personal Information Protection and Electronic Documents Act (PIPEDA), the Health Information Protection Act (HIPA) in Ontario, and other applicable Canadian privacy laws.

CALMSHELL recognizes that privacy is fundamental to trust in mental health services. This policy is designed to be transparent about data practices while protecting user information to the maximum extent possible.

2.2 Information We Collect

Account Information: When users create an account, CALMSHELL collects name, email address, phone number, date of birth, gender identity, and other demographic information. Users may optionally provide additional information including address, insurance information, and emergency contact details.

Health Information: CALMSHELL collects health information provided by users during therapy, coaching, or peer support sessions, including mental health history, symptoms, diagnoses, medications, and other health-related information. This information is recorded in session notes and clinical documentation.

Assessment Data: When users complete CALMSHELL assessments or screening tools, responses are collected and analyzed. Assessment data may include mood tracking, symptom severity, risk indicators, and other clinical information.

Communication Records: CALMSHELL collects all messages, chat transcripts, video call recordings (if applicable), and other communications between users and therapists or within community features.

Usage Data: CALMSHELL collects information about how users interact with the Platform, including pages visited, features used, session duration, and access times. This information is collected through cookies, pixels, and similar technologies.

Device Information: CALMSHELL collects information about devices used to access the Platform, including device type, operating system, browser type, IP address, and mobile device identifiers.

Payment Information: CALMSHELL collects payment information including credit card numbers, billing address, and transaction history. Payment information is processed by Stripe and is not stored on CALMSHELL servers.

Location Information: CALMSHELL may collect location information from mobile devices if users grant permission. Location information is used to provide location-based services and to ensure therapists are licensed in the user's province.

2.3 How We Use Information

Service Delivery: CALMSHELL uses personal information to provide therapy, coaching, peer support, and other services requested by users. Health information is used to facilitate communication between users and therapists and to maintain clinical records.

Platform Improvement: CALMSHELL uses usage data and feedback to improve the Platform, including optimizing user experience, developing new features, and identifying technical issues.

Safety & Security: CALMSHELL uses information to detect fraud, prevent unauthorized access, and protect the security of the Platform and user data.

Communication: CALMSHELL uses contact information to send transactional emails (account confirmations, password resets, billing notifications) and to respond to user inquiries.

AI Recommendations: CALMSHELL uses assessment data and usage information to generate personalized recommendations for therapists, courses, and resources. AI recommendations are generated by algorithms that analyze user preferences and clinical indicators.

Research & Analytics: CALMSHELL may use de-identified data for research, analytics, and quality improvement purposes. Research use of health information requires user consent or is conducted on de-identified data that cannot be linked back to individuals.

Legal Compliance: CALMSHELL uses information to comply with legal obligations, including responding to court orders, law enforcement requests, and regulatory investigations.

2.4 Information Sharing & Disclosure

Therapists & Professionals: CALMSHELL shares user information with therapists and coaches as necessary to provide services. Users control what information is shared with their therapist through account settings.

Institutional Partners: If users access CALMSHELL through an employer, school, or other institution, CALMSHELL may share aggregated analytics with the institution (e.g., number of users, engagement metrics, resource utilization). Personal therapy information is never shared with institutions without explicit user consent.

Service Providers: CALMSHELL uses third-party service providers for hosting, analytics, payment processing, and other functions. Service providers are contractually obligated to protect user information and use it only for specified purposes.

Legal Requirements: CALMSHELL may disclose information if required by law, including court orders, subpoenas, or regulatory investigations. CALMSHELL will notify users of legal requests when permitted by law.

Safety & Emergency: CALMSHELL may disclose information without user consent if necessary to prevent harm, including disclosure to emergency services, law enforcement, or other authorities in cases of imminent risk of death or serious bodily harm.

Business Transfers: If CALMSHELL is acquired, merged, or sold, user information may be transferred as part of the transaction. Users will be notified of any such transfer.

2.5 Data Storage & Security

Storage Location: CALMSHELL stores user data on secure servers located in Canada, primarily in Ontario and other Canadian provinces. Data is not transferred outside Canada except as required for service delivery or with explicit user consent.

Encryption: All personal information, especially health information, is encrypted in transit using TLS/SSL encryption and at rest using AES-256 encryption. Encryption keys are managed securely and rotated regularly.

Access Controls: Access to user information is restricted to authorized CALMSHELL staff and service providers who need access to perform their functions. Staff members are trained in privacy and confidentiality requirements.

Audit Logging: All access to health information is logged and audited. Unauthorized access attempts are detected and investigated.

Backup & Recovery: User data is backed up regularly to prevent data loss. Backups are stored securely and are subject to the same encryption and access controls as primary data.

2.6 Data Retention

Active Accounts: While a user's account is active, CALMSHELL retains all information necessary to provide services, including account information, health information, and communication records.

Closed Accounts: After a user closes their account, CALMSHELL retains health information and clinical records for 7 years to comply with legal and regulatory requirements. Other information is deleted or de-identified within 30 days.

Therapy Records: Clinical records and therapy notes are retained for 7 years following the last session, in accordance with professional standards and legal requirements.

Payment Records: Payment and billing information is retained for 7 years for tax and accounting purposes.

User Requests: Users may request deletion of their account and associated information at any time. CALMSHELL will delete information within 30 days, except where retention is required by law.

2.7 User Rights & Access

Access: Users have the right to access their personal information held by CALMSHELL. Users may request access through their account settings or by contacting CALMSHELL support. CALMSHELL will provide access within 30 days.

Correction: Users have the right to correct inaccurate information. Users may update information through their account settings or request corrections from CALMSHELL support.

Deletion: Users have the right to request deletion of their personal information, subject to legal retention requirements. CALMSHELL will delete information within 30 days where permitted by law.

Portability: Users have the right to receive their personal information in a structured, commonly used format (e.g., CSV, PDF) and to transfer it to another service provider.

Withdrawal of Consent: Users may withdraw consent for collection and use of personal information at any time. Withdrawal of consent does not affect the lawfulness of processing before withdrawal.

Opt-Out: Users may opt out of marketing communications, analytics tracking, and other non-essential uses of information through account settings or by contacting CALMSHELL support.

2.8 Cookies & Tracking Technologies

CALMSHELL uses cookies and similar tracking technologies to enhance user experience and analyze Platform usage. Cookies are small text files stored on user devices that allow CALMSHELL to recognize users and remember preferences.

Essential Cookies: CALMSHELL uses essential cookies for authentication, security, and basic platform functionality. These cookies cannot be disabled.

Analytics Cookies: CALMSHELL uses Google Analytics and similar tools to track user behavior, including pages visited, features used, and session duration. Analytics data is used to improve the Platform and understand user needs.

Marketing Cookies: CALMSHELL may use marketing cookies and pixels (including Meta Pixel) to track users across websites and target advertisements. Users may opt out of marketing cookies through account settings or browser settings.

Users may disable cookies through browser settings, though this may limit Platform functionality. Users may also use privacy-focused browsers or extensions to prevent tracking.

2.9 Third-Party Services

CALMSHELL integrates with third-party services including Stripe (payments), Google Analytics, Meta Pixel, and others. These services have their own privacy policies and may collect information independently of CALMSHELL.

CALMSHELL is not responsible for the privacy practices of third-party services. Users are encouraged to review the privacy policies of third-party services before using them.

2.10 Children's Privacy

CALMSHELL does not knowingly collect personal information from children under 13. If CALMSHELL becomes aware that information has been collected from a child under 13, it will delete the information promptly.

For users 13-17 years old, CALMSHELL requires parental or guardian consent before collecting health information or providing therapy services. Parents may request access to their child's information and may request deletion of their child's account.

2.11 Privacy Breaches

If CALMSHELL becomes aware of a privacy breach involving unauthorized access to personal information, CALMSHELL will investigate the breach and notify affected users without unreasonable delay.

Notification will include the nature of the breach, information that may have been accessed, steps CALMSHELL is taking to address the breach, and recommendations for users to protect themselves.

CALMSHELL will also notify regulatory authorities as required by law.

2.12 Contact & Complaints

Users with privacy questions or concerns may contact CALMSHELL at privacy@calmshell.ca. CALMSHELL will respond to privacy inquiries within 30 days.

Users may also file a complaint with the Office of the Privacy Commissioner of Canada if they believe their privacy rights have been violated.

POLICY 3: CONSENT TO SERVICES POLICY

3.1 Purpose & Scope

The Consent to Services Policy establishes the framework for obtaining informed consent from users before providing therapy, coaching, peer support, assessments, and other services. This policy ensures that users understand the nature of services, associated risks, limitations, and alternatives before engaging with CALMSHELL.

Informed consent is a cornerstone of ethical mental health practice. CALMSHELL is committed to ensuring that users make autonomous, informed decisions about using services.

3.2 Core Principles of Informed Consent

Voluntariness: Consent must be given freely, without coercion, pressure, or undue influence. Users have the right to decline services or withdraw consent at any time.

Capacity: Users must have the mental capacity to understand information and make decisions. For minors, parents or guardians provide consent on behalf of the child.

Disclosure: CALMSHELL must disclose all material information about services, including nature, risks, benefits, limitations, and alternatives.

Understanding: Users must demonstrate understanding of disclosed information. CALMSHELL uses plain language and verifies understanding before proceeding.

Documentation: Consent is documented in writing or electronic form and retained in user records.

3.3 What Users Must Consent To

Platform Nature: Users acknowledge that CALMSHELL is a technology platform that connects users with independent mental health professionals. CALMSHELL itself does not provide clinical care.

Therapist Independence: Users acknowledge that therapists are independent professionals, not employees of CALMSHELL. CALMSHELL does not supervise therapy or control clinical decisions.

Virtual Care Risks: Users acknowledge the risks of virtual therapy, including potential for technical failures, reduced ability to assess non-verbal communication, and limitations in crisis response compared to in-person care.

Confidentiality Limitations: Users acknowledge that virtual communications may be subject to interception or unauthorized access, and that CALMSHELL cannot guarantee absolute confidentiality.

Crisis Limitations: Users acknowledge that CALMSHELL is not a crisis service and cannot provide emergency care. Users are provided with crisis resources and emergency procedures.

Assessment Limitations: Users acknowledge that CALMSHELL assessments are informational tools and do not constitute formal diagnosis. Assessments should not be used as the sole basis for clinical decisions.

AI Recommendations: Users acknowledge that CALMSHELL uses AI algorithms to generate recommendations for therapists and resources. AI recommendations are not clinical advice and should not be used as the sole basis for treatment decisions.

Data Use: Users consent to CALMSHELL's collection and use of personal information as described in the Privacy Policy.

Therapist Selection: Users understand that they are responsible for selecting their therapist and that CALMSHELL's matching algorithm is a tool to facilitate selection, not a guarantee of compatibility.

3.4 Consent Process

Initial Consent: Before accessing therapy services, users complete a consent form that covers the above topics. The form uses plain language and is available in multiple languages.

Comprehension Check: CALMSHELL verifies that users understand consent information by asking comprehension questions. Users must demonstrate understanding before proceeding.

Ongoing Consent: Before each therapy session, users confirm their continued consent to services. Users may withdraw consent at any time.

Consent for Minors: For users under 18, parents or guardians provide written consent. CALMSHELL verifies parental authority through documented means.

Consent for Vulnerable Populations: For users with cognitive impairments or other vulnerabilities, CALMSHELL may require additional assessment of capacity and may involve family members or advocates in the consent process.

3.5 Withdrawal of Consent

Users may withdraw consent for services at any time by notifying their therapist or CALMSHELL support. Withdrawal of consent terminates the therapeutic relationship and access to services.

Upon withdrawal of consent, CALMSHELL retains health information as required by law but does not continue to use information for service delivery.

3.6 Special Considerations for Minors

Parental Consent: For users under 18, parents or guardians must provide written consent before therapy services begin. Consent forms are sent to parents electronically and must be signed and returned.

Assent: In addition to parental consent, minors are asked to provide their own assent to services. CALMSHELL explains services in age-appropriate language and verifies the minor's willingness to participate.

Privacy & Confidentiality: CALMSHELL maintains confidentiality of therapy content with minors, except in cases where disclosure is necessary to prevent harm. Parents have the right to general information about their child's engagement with services but not access to therapy content without the minor's consent.

Crisis Procedures: If a minor is at risk of harm, CALMSHELL may contact parents or emergency services without the minor's consent.

3.7 Special Considerations for Postpartum Services

Perinatal Consent: Users accessing postpartum mental health services provide consent specifically for perinatal care. Consent forms address the unique risks and considerations of postpartum mental health treatment.

Partner Involvement: With user consent, partners or family members may be involved in postpartum treatment. Consent forms address the scope of partner involvement.

Infant Safety: Users consent to CALMSHELL's responsibility to assess and address risks to infant safety. If concerns about infant safety arise, CALMSHELL may contact child protective services or other authorities.

3.8 Documentation & Records

Consent forms are retained in user records and are available to users upon request. Consent forms include the date, signature or electronic confirmation, and any special circumstances or modifications.

Users may request copies of their consent forms at any time through their account or by contacting CALMSHELL support.

POLICY 4: COOKIE POLICY

4.1 Purpose & Scope

The Cookie Policy explains CALMSHELL's use of cookies and similar tracking technologies. This policy is designed to be transparent about tracking practices and to comply with Canadian privacy laws and regulations.

4.2 What Are Cookies?

Cookies are small text files stored on user devices that allow websites and applications to remember information about users and their interactions. Cookies can be stored on devices for varying lengths of time, from a single session to several years.

Similar technologies include pixels (small images that track page visits), local storage (browser storage similar to cookies), and device identifiers (unique codes assigned to mobile devices).

4.3 Types of Cookies Used by CALMSHELL

Essential Cookies: CALMSHELL uses essential cookies for authentication (logging in), security (preventing unauthorized access), and basic platform functionality. These cookies are necessary for the Platform to function and cannot be disabled without losing access to services.

Analytics Cookies: CALMSHELL uses Google Analytics to track user behavior, including pages visited, features used, session duration, and user flow. Analytics cookies help CALMSHELL understand how users interact with the Platform and identify areas for improvement.

Preference Cookies: CALMSHELL uses cookies to remember user preferences, including language selection, accessibility settings, and display preferences. These cookies enhance user experience by personalizing the Platform.

Marketing Cookies: CALMSHELL may use marketing cookies and pixels (including Meta Pixel, Google Ads, and others) to track users across websites and target advertisements. Marketing cookies are used to measure advertising effectiveness and to show relevant ads to users.

4.4 Third-Party Cookies

CALMSHELL works with third-party service providers who may set their own cookies on user devices. Third-party cookies are subject to the privacy policies of third-party services.

Google Analytics: Google Analytics uses cookies to track user behavior. Google's privacy policy applies to Google Analytics data. Users may opt out of Google Analytics tracking using the Google Analytics Opt-out Browser Add-on.

Meta Pixel: If CALMSHELL uses Meta Pixel for marketing purposes, Meta sets cookies to track user behavior. Meta's privacy policy applies to Meta Pixel data.

Stripe: Stripe uses cookies for payment processing and fraud prevention. Stripe's privacy policy applies to Stripe cookies.

4.5 User Control Over Cookies

Browser Settings: Users may disable cookies through browser settings. Most browsers provide options to block all cookies, block third-party cookies, or block cookies from specific websites. Users may also delete cookies from their browser history.

Opt-Out Tools: Users may opt out of specific tracking services using opt-out tools provided by service providers. For example, users may opt out of Google Analytics using the Google Analytics Opt-out Browser Add-on.

Do Not Track: Some browsers include a "Do Not Track" feature that signals to websites that users do not want to be tracked. CALMSHELL respects Do Not Track signals where feasible.

Account Settings: Users may adjust cookie preferences through their CALMSHELL account settings, including opting out of analytics and marketing cookies.

4.6 Impact of Disabling Cookies

Disabling essential cookies will prevent users from accessing CALMSHELL services, including logging in and using the Platform. Disabling analytics and marketing cookies will not affect core platform functionality but may limit personalization and targeted advertising.

4.7 Cookie Duration

Session Cookies: Session cookies are deleted when users close their browser. CALMSHELL uses session cookies for authentication and security.

Persistent Cookies: Persistent cookies remain on user devices for a specified period, typically ranging from 1 month to 2 years. CALMSHELL uses persistent cookies for analytics and preferences.

Long-Term Cookies: Some third-party cookies may persist for extended periods (up to 2 years or longer) for marketing and tracking purposes.

4.8 Changes to Cookie Policy

CALMSHELL may update this Cookie Policy to reflect changes in technology or practices. Material changes are communicated to users at least 30 days in advance.

POLICY 5: ACCESSIBILITY POLICY

5.1 Purpose & Scope

The Accessibility Policy demonstrates CALMSHELL's commitment to providing accessible services to users with disabilities. This policy outlines CALMSHELL's compliance with accessibility standards, including the Accessibility for Ontarians with Disabilities Act (AODA) and the Web Content Accessibility Guidelines (WCAG).

CALMSHELL recognizes that accessibility is essential to ensuring that individuals with disabilities can fully participate in mental health services and community features.

5.2 Accessibility Standards

CALMSHELL is committed to meeting or exceeding WCAG 2.1 Level AA standards for web and mobile accessibility. These standards address accessibility for users with visual, auditory, motor, and cognitive disabilities.

Visual Accessibility: CALMSHELL provides sufficient color contrast, resizable text, alternative text for images, and compatibility with screen readers. Users can adjust text size and color schemes through accessibility settings.

Auditory Accessibility: CALMSHELL provides captions for video content and transcripts for audio content. Video therapy sessions include real-time captioning for users who are deaf or hard of hearing.

Motor Accessibility: CALMSHELL is fully keyboard navigable and does not require mouse or touch input. CALMSHELL is compatible with voice control and other assistive technologies.

Cognitive Accessibility: CALMSHELL uses clear language, consistent navigation, and logical page structure to support users with cognitive disabilities. Content is organized hierarchically and is easy to understand.

5.3 Accessibility Features

Screen Reader Compatibility: CALMSHELL is compatible with popular screen readers including NVDA, JAWS, and VoiceOver. All content is properly labeled and structured for screen reader users.

Keyboard Navigation: All CALMSHELL features are accessible using keyboard navigation. Users can navigate the Platform using Tab, Enter, and arrow keys.

Text Resizing: Users can resize text using browser settings or CALMSHELL accessibility settings. Text resizes without breaking layout or losing functionality.

Color Contrast: CALMSHELL uses sufficient color contrast (at least 4.5:1 for normal text) to ensure readability for users with low vision.

Captions & Transcripts: Video content includes captions. Audio content includes transcripts. Therapy sessions include real-time captioning.

Alternative Text: All images include descriptive alternative text that conveys the meaning and purpose of the image.

Accessible Forms: Forms are clearly labeled, error messages are descriptive, and form validation is accessible.

Language Options: CALMSHELL is available in English and French, with plans to add additional languages.

5.4 Accessibility Accommodations

Users with disabilities may request specific accommodations to access CALMSHELL services. CALMSHELL will work with users to identify and implement reasonable accommodations.

Examples of accommodations include extended time for assessments, alternative formats for documents, assistance with navigation, and other modifications to ensure accessibility.

Users may request accommodations by contacting accessibility@calmshell.ca or through their account settings.

5.5 Accessibility Testing & Monitoring

CALMSHELL conducts regular accessibility testing using automated tools and manual testing by users with disabilities. Testing is conducted at least quarterly and whenever new features are added.

CALMSHELL uses tools including WAVE, Axe, and Lighthouse to identify accessibility issues. Issues are prioritized and addressed promptly.

5.6 Accessibility Statement

CALMSHELL publishes an accessibility statement on its website that describes accessibility features, standards compliance, and procedures for requesting accommodations.

5.7 Feedback & Complaints

Users may provide feedback about accessibility issues or request accommodations by contacting accessibility@calmshell.ca. CALMSHELL will respond to accessibility inquiries within 5 business days.

If users are unsatisfied with CALMSHELL's response to accessibility concerns, users may file a complaint with the Accessibility Standards Customer Service Complaints Process or with the Accessibility Directorate of Ontario.

IMPLEMENTATION CHECKLISTS

Checklist 1: Terms of Service Implementation

Task	Responsible Party	Deadline	Status
Draft Terms of Service document	Legal Team	Week 1	☐
Review with external counsel	Legal Team	Week 2	☐
Obtain executive approval	Executive Team	Week 2	☐
Integrate into website	Web Development	Week 3	☐
Integrate into mobile apps	Mobile Development	Week 3	☐
Create acceptance mechanism (checkbox)	Product Team	Week 3	☐

Task	Responsible Party	Deadline	Status
Require acceptance at registration	Product Team	Week 3	☐
Require acceptance for therapy booking	Product Team	Week 3	☐
Train customer support on Terms	Support Team	Week 4	☐
Create FAQ about Terms	Content Team	Week 4	☐
Establish version control system	Legal Team	Week 4	☐
Document all changes and updates	Legal Team	Ongoing	☐

Checklist 2: Privacy Policy Implementation

Task	Responsible Party	Deadline	Status
Conduct privacy impact assessment	Privacy Officer	Week 1	☐
Audit current data collection practices	IT Team	Week 1	☐
Draft Privacy Policy document	Privacy Officer	Week 2	☐
Review with external counsel	Legal Team	Week 2	☐
Obtain executive approval	Executive Team	Week 2	☐
Integrate into website	Web Development	Week 3	☐
Integrate into mobile apps	Mobile Development	Week 3	☐
Create data retention schedule	Privacy Officer	Week 3	☐
Document all third-party data sharing	Privacy Officer	Week 3	☐

Task	Responsible Party	Deadline	Status
Establish data access procedures	IT Team	Week 4	☐
Create user data request process	Support Team	Week 4	☐
Train staff on privacy requirements	Privacy Officer	Week 4	☐
Establish privacy breach response plan	IT Team	Week 4	☐
Implement privacy by design principles	Product Team	Ongoing	☐

Checklist 3: Consent to Services Implementation

Task	Responsible Party	Deadline	Status
Develop consent form template	Clinical Team	Week 1	☐
Review with external counsel	Legal Team	Week 1	☐
Review with clinical advisors	Clinical Team	Week 2	☐
Integrate into registration flow	Product Team	Week 2	☐
Integrate into therapy booking flow	Product Team	Week 2	☐
Create comprehension check questions	Clinical Team	Week 2	☐
Integrate comprehension check into flow	Product Team	Week 3	☐
Create parental consent forms for minors	Legal Team	Week 3	☐
Develop minor assent forms	Clinical Team	Week 3	☐
Create postpartum-specific consent forms	Clinical Team	Week 3	☐

Task	Responsible Party	Deadline	Status
Establish consent documentation procedures	Clinical Team	Week 4	☐
Train therapists on consent procedures	Clinical Team	Week 4	☐
Create user-facing consent documentation	Support Team	Week 4	☐

Checklist 4: Cookie Policy Implementation

Task	Responsible Party	Deadline	Status
Audit all cookies used on website	IT Team	Week 1	☐
Audit all cookies used in mobile apps	Mobile Team	Week 1	☐
Categorize cookies by type	Privacy Officer	Week 1	☐
Draft Cookie Policy document	Privacy Officer	Week 2	☐
Review with external counsel	Legal Team	Week 2	☐
Integrate into website	Web Development	Week 3	☐
Integrate into mobile apps	Mobile Development	Week 3	☐
Implement cookie consent banner	Product Team	Week 3	☐
Create cookie preference center	Product Team	Week 3	☐
Implement Do Not Track support	IT Team	Week 4	☐
Document third-party cookie policies	Privacy Officer	Week 4	☐
Train support team on cookie questions	Support Team	Week 4	☐

Checklist 5: Accessibility Policy Implementation

Task	Responsible Party	Deadline	Status
Conduct accessibility audit	Accessibility Team	Week 1	☐
Identify accessibility gaps	Accessibility Team	Week 1	☐
Prioritize accessibility improvements	Product Team	Week 2	☐
Draft Accessibility Policy	Accessibility Team	Week 2	☐
Review with disability advocates	Accessibility Team	Week 2	☐
Implement WCAG 2.1 Level AA standards	Development Team	Week 3-8	☐
Add screen reader support	Development Team	Week 3-4	☐
Implement keyboard navigation	Development Team	Week 4-5	☐
Add captions to video content	Content Team	Week 5-6	☐
Create accessibility statement	Content Team	Week 6	☐
Establish accessibility feedback process	Support Team	Week 6	☐
Train staff on accessibility	Accessibility Team	Week 7	☐
Conduct accessibility testing	QA Team	Week 8	☐
Publish Accessibility Policy	Web Team	Week 8	☐

COMPLIANCE TRACKING

Compliance Tracking Matrix

Policy	Regulatory Requirement	Compliance Status	Evidence	Last Reviewed	Next Review
Terms of Service	PIPEDA, Consumer Protection Act	☐ Compliant	Legal review, version control	[Date]	[Date]
Privacy Policy	PIPEDA, PHIPA, FIPPA	☐ Compliant	Privacy audit, data mapping	[Date]	[Date]
Consent to Services	Health Care Consent Act	☐ Compliant	Consent forms, training records	[Date]	[Date]
Cookie Policy	PIPEDA, CASL	☐ Compliant	Cookie audit, consent banner	[Date]	[Date]
Accessibility Policy	AODA, WCAG 2.1	☐ Compliant	Accessibility audit, testing	[Date]	[Date]

Compliance Review Schedule

Quarterly Reviews: Privacy Policy, Consent Policy, Cookie Policy

Semi-Annual Reviews: Terms of Service, Accessibility Policy

Annual Reviews: All policies, regulatory landscape assessment

Responsible Parties

Role	Responsibilities
Privacy Officer	Privacy Policy, Cookie Policy, data protection
Legal Counsel	Terms of Service, regulatory compliance
Clinical Director	Consent Policy, clinical standards
Accessibility Officer	Accessibility Policy, WCAG compliance
Compliance Manager	Overall compliance tracking, audit coordination

NEXT STEPS

Phase 1 policies establish the legal and operational foundation for CALMSHELL. The next phase will develop Phase 2 policies addressing technology, data security, and institutional partnerships.

Phase 2 Policies (To Follow):

- AI & Automated Recommendation Policy
- Institutional Data Access Policy
- Cybersecurity & Data Protection Policy
- Volunteer Policy
- Documentation Policy

Document Status: Draft for Implementation

Prepared By: CALMSHELL Legal & Compliance Team

Date: June 2026

Version: 1.0