

## Privacy Policy

Deserving Healing, LLC and deservinghealing.com Privacy Policy

Modification Date:

Effective Date:

### INTRODUCTION

Deserving Healing, LLC. and deservinghealing.com (herein referred to as “Company” and “Website”), owner Erin Walker, LCSW, respects your privacy and will make reasonable efforts to protect your personally identifiable information (herein referred to as “PII”) through compliance with this policy.

The Privacy Policy and Terms of Use documents refer to the use of this Website (“Website”, “Owner”, “I”, “My”), outline the types of information I may collect from you or that you may provide when you visit the website, and my practices for using, maintaining, protecting, and disclosing that information. This Privacy Policy governs your access and use, so please read it thoroughly before you begin using this Website. This Privacy Policy does not alter my Terms of Use, which binds all who use my Website.

**\*BY ACCESSING OR NAVIGATING THIS SITE, YOU AGREE TO THE PRIVACY POLICY AND TERMS OF USE AGREEMENTS. IF YOU DO NOT AGREE TO my POLICIES AND PRACTICES, PLEASE DO NOT ACCESS OR USE MY WEBSITE.**

This Privacy Policy does not refer to information we may collect outside the use of our website including, but not limited to, information collected over the phone, from email, mail, or from personal interactions.

### I. Collection and Use of Information

#### A. What Personal Data I Collect and How and Why it is Used

When you use the website or choose to contact us, I may collect PII. The type of information collected may include information that you provide to me on our website through a contact form, your search queries on the site, when you contact me directly via my email address. The information collected may include, but is not limited to your name, address, email address, phone number, or any other information you choose to share. I recommend you only share the information we

request to minimize risk. If you email me, please remember that email is not considered a secure form of communication, so please DO NOT send any protected health information, or sensitive personal or financial information via that method. If you choose to submit such information despite this warning against doing so, you are doing it at your own risk.

I keep the information that you choose to supply for a variety of reasons, including but not limited to:

- understanding and analyzing usage trends and preferences, improving the website, and developing new services, features, and functions
- storing information about your preferences and allowing us to customize our website according to your individual interests
- speeding up your searches
- recognizing you when you return to my website
- operating, maintaining, and enhancing all features of the website, providing the services and information you request, responding to comments and questions, and providing user support and notices to you about your account
- communicating with you for administrative purposes including, but not limited to, customer service, updates on policies or terms of use, and changes to the Website and the services offered
- to fulfill my obligations and enforce our rights related to any contracts between you and I

You may opt out of receiving such communications at any time via a link in emails you receive or by contacting me via a “Contact” form or directly to my email.

## **B. Legal Basis for Collecting your Personal Information**

As mentioned above, I collect information about you because of your voluntary choice to submit it to us. The information you provide or request should be for the purpose of asking me questions. You are welcome to contact me at [erin@deservinghealing.com](mailto:erin@deservinghealing.com) or through the Contact Form on the Website to amend or update your information or request access to the information we have

for you. Please note that you may request your personal information be erased, and we will do that within the confines of the law. However, there may be some personal information that we need to keep to record and complete financial transactions, or because it is required by law.

### **C. Information Collected Automatically on my Website (Cookies and other methods)**

When you use the website, I may automatically record certain information from your device by using various types of technology, including cookies. Cookies are small text files that websites place on your device as you are browsing. They are processed and stored by your web browser. This is done by Websites to gather information about how you use their Website so that they can tailor it to your interests, identify how you are accessing their Website (via your phone, computer, etc.), identify you by name, or remember what you had in your shopping cart the last time you visited. “Strictly necessary” cookies are essential for you to browse the website and use its features, such as accessing secure areas of the site. Cookies that allow web shops to hold your items in your cart while you are shopping online are an example of strictly necessary cookies. These cookies will generally be first-party session cookies and do not require consent.

Cookies may either be “persistent” cookies or “session” cookies. A persistent cookie is stored by a web browser and will remain valid until its set expiration date, unless deleted by you prior to the expiration date. A session cookie will expire at the end of your use of the website when the web browser is closed. At this time, I agree to only use session cookies. I may also use cookies to monitor aggregate site usage metrics such as number of visitors and pages viewed. I will not use third-party or marketing cookies.

You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting, you may be unable to access certain parts of my site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our site. Company will document and store consent received from you. You may withdraw your consent for cookies at any time.

### **D. Information from Other Sources**

Although unlikely, I may obtain PII from third parties and sources other than the website. If information from other sources is combined or associated with PII collected through this website, the information will be treated as PII in accordance with this Privacy Policy.

## **E. Disclosure of Your Information to Third Parties**

I will not intentionally disclose your PII to third parties without your explicit consent. I will not sell your data.

I may disclose information to third parties with your consent, as well as in the following circumstances:

Unrestricted Information. Content generated by you and posted to the website, or any of our associated social media sites, is your sole and exclusive responsibility and we have no responsibility or liability for such content. Any information you voluntarily display to the public on the website will be available to any individual who has access to that content. I cannot and will not guarantee the safety or security of your user generated content.

Service Providers. In some situations, I may work with service providers who provide website application development, hosting maintenance, and other services to support and promote my business. These third parties may have access to, or process, PII as part of providing such services. I limit the information provided to that which is reasonably necessary for them to perform their functions.

Non-personally identifiable information. I may make certain automatically collected, aggregated, or otherwise non-personally identifiable information available to third parties for various purposes, including: i) compliance with reporting obligations, and ii) business or marketing purposes.

Disclosure by Law. You agree that I may disclose information you provide if required by law, at the request of a third party, or if I, in our sole discretion, believe disclosure is reasonable to (1) comply with the law, requests, or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law); (2) protect or defend Owner's, or a third party's, rights

or property; or (3) protect someone's health or safety, such as when harm or violence against any person (including you) is threatened.

Disclosure to Protect Abuse Victims. Notwithstanding any other provision of this Policy or our Terms of Use, I reserve the right, but have no obligation, to disclose any information that you submit to the Website if, in my sole opinion, I suspect or have reason to suspect that the information involves a party who may be the victim of abuse in any form. Abuse may include, without limitation, elder abuse, child abuse, spousal abuse, neglect, or domestic violence. Information may be disclosed to authorities that I, in our sole discretion, deem appropriate to handle such disclosure. Appropriate authorities may include, without limitation, law enforcement agencies, child protection agencies, or court officials. You agree I may make such disclosure and release us from any liability for doing so.

Information Transferred as a Result of Sale of Business. As I develop my business, I may buy or sell assets and, depending on the transaction, your personally identifying information may be one of the transferred assets. If another company acquires Company, your personally identifying information may be part of the assets transferred to the acquiring party. If this occurs, I will notify you if there are any material changes to the way your personally identifying information is used and collected.

## **F. General Data Protection Regulation (GDPR).**

### **I. Age Restrictions**

This Website assumes that all people using it are over the age of 18. Anyone under 18 years old should only use this site with the involvement of their parent or guardian. I do not knowingly collect information from children under the age of 18, but if I learn that I have collected or received information from someone under the age of 18 without verification of parental consent, I will use my best efforts to remove that information from my database. If a parent or guardian believes we have information for someone under 18, please contact us at: [erin@deservinghealing.com](mailto:erin@deservinghealing.com)

### **II. Security**

I have reasonable security measures in place to protect the loss, misuse, and alteration of the information I store. I will exercise reasonable care in providing secure transmission of information between your computer and my servers but given that no information transmitted over the Internet can be guaranteed 100% secure, I cannot ensure or warrant the security of any information transmitted to me over the Internet and hence accept no liability for any unintentional disclosure. I disclaim all warranties to the fullest extent the law allows. You assume all associated risk.

Related to a breach of your personal information sent via an email, I will take reasonable steps to investigate the situation and, where appropriate, notify those whose information may have been breached. I will take all steps that are in accordance with applicable laws and regulations.

When you provide me with your credit card information for a financial transaction, you are agreeing that the legal responsibility for managing that sensitive information is with the credit card processor alone, and that any breach of their company's data is theirs to manage.

#### **IV. Links to Third Party Websites**

My website, [deservinghealing.com](http://deservinghealing.com), may contain links to other websites for informational or educational purposes.

Please read all third-party websites' Privacy Policy and Terms of Use / Terms and Conditions because I have no control over, or responsibility for, their content, quality, functioning, operation, and policies. I am also not responsible for the content of any Third-Party advertising. By choosing to click on any link on my website that takes you to a third-party website, you are agreeing to abide by their Terms and Conditions and Privacy Policy, which may differ substantially from the one provided here. You understand that, by visiting any third-party website through a link on this Website, you are expressly consenting to share your information with them, either through their use of cookies, purchases you may make with them, or other contact you have with them. It is your responsibility to review their Privacy Policy and Terms of Use / Terms and Conditions before performing any transactions or providing them with personal data. You visit all links at your own risk.

Company cannot guarantee the quality, packaging, or shipping of the products you purchase through a third-party website. Whether or not you agree with the benefit of a particular product is a matter of personal preference. Any problems that you have with a specific product purchased through a link on drmelissacarris.com should be directed to the company from whom you purchased it.

## **V. Contact Information for deservinghealing.com and Deserving Healing, LLC**

Please email me at [erin@deservinghealing.com](mailto:erin@deservinghealing.com) if:

- \* you have any questions or concerns about this Privacy Policy
- \* you would like general information about this site or any services that I offer
- \* you would like to unsubscribe to any email opt-in list OR to have me no longer send you emails on upcoming offerings, events, etc. you once requested

## **VI. Policy Changes and Acceptance of Policy**

I reserve the right to change or update our Privacy Policy at any time, and I will post any changes we make on this page. Please see the “Modification Date” at the top of this page reflecting the most recent date that any changes were made. It is your responsibility to check the Privacy Policy for modifications or updates anytime you access the site. Your continued use of [deservinghealing.com](http://deservinghealing.com) indicates that you are explicitly consenting to the modified or updated Privacy Policy in place at that time.