



Privacy Policy

Revised 11/23/2024

We respect your privacy and are committed to protecting it by complying with this privacy policy ("Policy"). This Policy describes the types of information we may collect from you or that you may provide ("Personal Information") on the footprints counseling.org website ("Website" or "Service") and any of its related products and services (collectively, "Services"), and our practices for collecting, using, maintaining, protecting, and disclosing that Personal Information. It also describes the choices available to you regarding our use of your Personal Information and how you can access and update it.

This Policy is a legally binding agreement between you ("User", "you" or "your") and Footprints Counseling, PLLC ("Footprints Counseling, PLLC", "we", "us" or "our"). If you are entering into this Policy on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Policy, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Policy, you must not accept this Policy and may not access and use the Website and Services. By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Policy. This Policy does not apply to the practices of companies that we do not own or control, or to individuals that we do not employ or manage.

Collection of information

Our top priority is customer data security and, as such, we exercise the no logs policy. We may process only minimal user data, only as much as it is absolutely necessary to maintain the Website and Services. Information collected automatically is used only to identify potential cases of abuse and establish statistical information regarding the usage and traffic of the Website and Services. This statistical information is not otherwise aggregated in such a way that would identify any particular user of the system.

Use and processing of collected information

We act as a data controller and a data processor when handling Personal Information unless we have entered into a data processing agreement with you, in which case you would be the data controller, and we would be the data processor.

Our role may also differ depending on the specific situation involving Personal Information. We act as a data controller when we ask you to submit the Personal Information necessary to ensure your access and use of the Website and Services. In such instances, we are data controllers because we determine the purposes and means of processing personal information.

We act as a data processor in situations where you submit personal information through the website and services. We do not own, control, or make decisions about the submitted Personal Information, and such Personal Information is processed only in accordance with your instructions. In such instances, the User providing Personal Information acts as a data controller.

In order to make the Website and Footprints Counseling services available to you or to meet a legal obligation, we may need to collect and use certain Personal Information. If you do not provide the information we request, we may be unable to provide you with the requested products or services. Any of the information we collect from you may be used for the following purposes:

- Create and manage user accounts
- Send administrative information
- Respond to legal requests and prevent harm
- Run and operate the Website and Services

Processing your Personal Information depends on how you interact with the Website and Services, where you are located in the world and if one of the following applies: (a) you have given your consent for one or more specific purposes; (b) provision of information is necessary for the performance of this Policy with you and/or for any pre-

contractual obligations thereof; (c) processing is necessary for compliance with a legal obligation to which you are subject; (d) processing is related to a task that is carried out in the public interest or in the exercise of official authority vested in us; (e) processing is necessary for the purposes of the legitimate interests pursued by us or by a third party. We may also combine or aggregate some of your Personal Information in order to better serve you and to improve and update our Website and Services.

Note that under some legislations, we may be allowed to process information until you object to such processing by opting out, without having to rely on consent or any other legal basis. In any case, we will be happy to clarify the specific legal basis that applies to the processing and, in particular, whether the provision of Personal Information is a statutory or contractual requirement or a requirement necessary to enter into a contract.

Disclosure of information

Depending on the requested Services or as necessary to complete any transaction or provide any Service you have requested, we may share your information with our contracted companies and service providers (collectively, “Service Providers”) we rely upon to assist in the operation of the Website and Services available to you and whose privacy policies are consistent with ours or who agree to abide by our policies with respect to Personal Information. We will not share any information with unaffiliated third parties.

Service Providers are not authorized to use or disclose your information except as necessary to perform services on our behalf or comply with legal requirements. Service Providers are given the information they need only in order to perform their designated functions, and we do not authorize them to use or disclose any of the provided information for their own marketing or other purposes. We will share and disclose your information only with the following categories of Service Providers:

- Communication and collaboration services
- Payment processors

We may also disclose any Personal Information we collect, use or receive if required or permitted by law, such as to comply with a subpoena or similar legal process, and when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request.

Retention of information

We will retain and use your Personal Information for the period necessary to comply with our legal obligations, as long as your user account remains active, to enforce our Policy, resolve disputes, and unless a longer retention period is required or permitted by law.

We may use any aggregated data derived from or incorporating your Personal Information after you update or delete it, but not in a manner that would identify you personally. Once the retention period expires, Personal Information shall be deleted. Therefore, the right to access, the right to erasure, the right to rectification, and the right to data portability cannot be enforced after the expiration of the retention period.

Region specific notices

Out of respect for your privacy, we have implemented additional measures to comply with the obligations and rights associated with the collection of Personal Information as dictated by the laws governing the regions of our users.

Disclosures for residents of the USA

If you are a resident, you have certain rights, and we aim to take reasonable steps to allow you to correct, amend, delete, or limit the use of your personal information. This supplemental section, together with other relevant sections of the Policy, provides information about your rights and how to exercise them under the California Consumer Privacy Act and the California Privacy Rights Act (collectively, “CCPA”), the Colorado Privacy Act (“CPA”), the Connecticut Data Privacy Act (“CDPA”), the Delaware Online Privacy and Protection Act (“DOPPA”), the Iowa Consumer Data Protection Act (“ICDPA”), the Maryland Personal Information Protection Act (“PIPA”), the Utah Consumer Privacy Act (“UCPA”), the Virginia Consumer Data Protection Act (“VCDPA”), and any and all regulations arising therefrom. Unless otherwise expressly stated, all terms in this section have the same meaning as defined in the related state laws.

In addition to the rights as explained in this Policy, if you provide Personal Information as defined in the statute to obtain Services for personal, family, or household use, you have the right to submit requests related to your Personal Information once a calendar year. Note that there are circumstances when we may not be able to comply with your request such as when we are not able to verify your request or find that providing a full response conflicts with other legal obligations or regulatory requirements. You will be notified if it's the case.

(a) Right to know and right to access: You have the right to request certain information we have collected about you. Once we receive and confirm a verifiable request from you, we will disclose to you, to the extent permitted by law:

- The specific pieces of Personal Information we hold about you.
- The categories of sources from which Information about you is collected.
- The purposes for collecting, selling, or sharing your Personal Information.

You have the right to request that the Personal Information is delivered in a format that is both portable and easily usable, as long as it is technically possible to do so.

(b) Right to correct: You have the right to request that we correct your inaccurate Personal Information taking into account the nature of the Personal Information and the purposes of the processing of the Personal Information.

(c) Right to delete: You have the right to request deletion of your Personal Information.

(d) Right to opt-out of sharing: You have the right to opt-out of the sharing of your Personal Information, which may include selling, disclosing, or transferring Personal Information to another business or a third-party. (Footprints Counseling does not sell or share personal information with any third-party Companies)

(e) Right to consent to or limit the use of your sensitive personal information: You have the right to consent to the use of your Sensitive Personal information and to direct us to restrict its use and disclosure solely to what is essential for carrying out or delivering the Services in a manner reasonably anticipated by an average user, or for certain business objectives as specified by law. However, we do not use Sensitive Personal Information for any purposes other than those legally permitted or beyond the scope of your consent.

(f) Right to non-discrimination: You have the right to not be discriminated against in the Services or quality of Services you receive from us for exercising your rights. We may not, and will not, treat you differently because of your data subject request activity, and we may not and will not deny goods or Services to you, charge different rates for goods or Services, provide a different level quality of goods or Services, or suggest that we would treat you differently because of your data subject request activity.

To exercise any of your rights, contact us using the details below. After we receive and verify your request, we will process it to the best of our ability.

How to exercise your rights

Any requests to exercise your rights can be directed to us through the contact details provided in this document. Please note that we may ask you to verify your identity before responding to such requests. Your request must provide sufficient information that allows us to verify that you are the person you are claiming to be or that you are the authorized representative of such person. If we receive your request from an authorized representative, we may request evidence that you have provided such an authorized representative with power of attorney or that the authorized representative otherwise has valid written authority to submit requests on your behalf.

You must include sufficient details to allow us to properly understand the request and respond to it. We cannot respond to your request or provide you with Personal Information unless we first verify your identity or authority to make such a request and confirm that the Personal Information relates to you.

Privacy of children

We do not knowingly collect any Personal Information from children under the age of 18. If you are under the age of 18, please do not submit any Personal Information through the Website and Services. If you have reason to believe that a child under the age of 18 has provided Personal Information to us through the Website and Services, please contact us to request that we delete that child's Personal Information from our Services.

We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce this Policy by instructing their children never to provide Personal Information through the Website and Services without their permission. We also ask that all parents and legal guardians overseeing the care of children take the necessary precautions to ensure that their children are instructed to never give out Personal Information when online without their permission.

Do Not Track signals

Some browsers incorporate a Do Not Track feature that signals to websites you visit that you do not want to have your online activity tracked. Tracking is not the same as using or collecting information in connection with a website. For these purposes, tracking refers to collecting personally identifiable information from users who use or visit a website or online service as they move across different websites over time. The way browsers communicate the Do Not Track signal is not yet uniform. As a result, the Website and Footprints Counseling Services are not yet set up to interpret or respond to Do Not Track signals communicated by your browser. Even so, as described in more detail throughout this Policy, we limit the use and collection of your Personal Information. For a description of Do Not Track protocols for browsers and mobile devices or to learn more about the choices available to you, visit internetcookies.com

Links to other resources

The Website and Services contain links to other resources that are not owned or controlled by us. Please be aware that we are not responsible for the privacy practices of such other resources or third parties. We encourage you to be aware when you leave the Website and Services and to read the privacy statements of each and every resource that may collect Personal Information.

Information security

We secure the information you provide on computer servers in a controlled, secure environment protected from unauthorized access, use, or disclosure. We maintain reasonable administrative, technical, and physical safeguards in an effort to protect against unauthorized access, use, modification, and disclosure of Personal Information in our control and custody. However, no data transmission over the Internet or wireless network can be guaranteed.

Therefore, while we strive to protect your Personal Information, you acknowledge that (a) there are security and privacy limitations of the Internet that are beyond our control; (b) the security, integrity, and privacy of any and all information and data exchanged between you and the Website and Services cannot be guaranteed; and (c) any such information and data may be viewed or tampered with in transit by a third party, despite best efforts.

Data breach

In the event, we become aware that the security of the Website and Services has been compromised or Users' Personal Information has been disclosed to unrelated third parties as a result of external activity, including, but not limited to, security attacks or fraud, we reserve the right to take reasonably appropriate measures, including, but not limited to, investigation and reporting, as well as notification to and cooperation with law enforcement authorities. In the event of a data breach, we will make reasonable efforts to notify affected individuals if we believe that there is a reasonable risk of harm to the User as a result of the breach or if notice is otherwise required by law. When we do, we will post a notice on the Website, send you an email, get in touch with you over the phone, mail you a letter.

Third-Party Payment Processing

Footprints Counseling, PLLC uses Square as our credit card processing service. Clients have the option to store their credit card information for session payments. This information is stored securely on Square's servers, not on Footprints Counseling's database or website. Square's use of this information is governed by its own privacy policy.

If you wish to have your stored credit card information removed from Square's system, please inform us verbally or in writing. We will then facilitate the removal of this information through our Square account.

Please note that while we take all reasonable precautions to protect your information, we are not responsible for the privacy practices of third-party services like Square.

Use of Therapy Appointment Profile System

Footprints Counseling utilizes TherapyAppointment.com, a third-party service provider, for client management. When we create a client profile, we collect personal information including, but not limited to, your date of birth, email address, and other contact details. This information is stored securely on Therapy Appointment's servers.

You will have access to your profile by creating a username and password. Once logged in, you can:

- *Schedule your own appointments
- *Send secure messages within the system
- *Create and update your biographical and clinical information

Therapy Appointment's use of your information is governed by their privacy policy, which can be found at <https://www.therapyappointment.com/privacy-policy>. They are committed to protecting your privacy and maintaining the confidentiality of your personal and health information.

To ensure the security of your information:

- Do not share your login credentials with others
- Use a strong, unique password for your account
- Log out of your account after each session, especially on shared devices

If you have concerns about the privacy or security of your information within the Therapy Appointment system, please get in touch with us immediately. You also have the right to request access, modification, or deletion of your personal information.

Alternative Payment Methods

Footprints Counseling offers convenient payment options through Venmo, Cash App, and Zelle. Please note:

- Only usernames are shared with us.
- You are responsible for initiating payments.
- We do not collect or store financial information.

We recommend reviewing the privacy policies for these services:

- Venmo: [<https://venmo.com/legal/us-privacy-policy/>]
- Cash App: [<https://cash.app/legal/us/en-us/privacy>]
- Zelle: [<https://www.zellepay.com/legal/legal-and-privacy>]

While we take precautions to protect your information, using these services is at your own risk. Always verify the recipient's information before sending payments.

Communication with Your Therapist and Office Staff

Footprints Counseling provides several ways to communicate, with text messaging being our preferred method for non-clinical matters:

- Text Messaging: This is our primary method for scheduling and follow-up messages. It is quick and efficient but not intended to replace clinical visits.
- Phone Calls: We are available for urgent matters or when more detailed communication is necessary.
- Email: While you can reach us via email, we may not respond as quickly through this channel.

Please note the following:

- Text messaging is strictly for administrative purposes and should not be used for clinical discussions or emergencies.

- Your phone number will remain private and will not be shared with third parties or used for marketing purposes.
- You can opt out of text messaging by informing us verbally or in writing.

We strive to respond promptly to all communications; however, please allow up to 24 hours for a response during business days. For SMS Text Messaging, the client will opt-in consent, or phone numbers for SMS purposes will NOT be shared with third parties and affiliates for marketing purposes.

Changes and amendments

We reserve the right to modify this Policy or its terms related to the Website and Services at any time at our discretion. When we do, we will revise the updated date at the bottom of this page, post a notification on the main page of the Website. We may also provide notice to you in other ways at our discretion, such as through the contact information you have provided.

An updated version of this Policy will be effective immediately upon the posting of the revised Policy unless otherwise specified. Your continued use of the Website and Services after the effective date of the revised Policy (or such other act specified at that time) will constitute your consent to those changes. However, we will not, without your consent, use your Personal Information in a manner materially different than what was stated at the time your Personal Information was collected.

Acceptance of this policy

You acknowledge that you have read this Policy and agree to all its terms and conditions. By accessing and using the Website and Services and submitting your information you agree to be bound by this Policy. If you do not agree to abide by the terms of this Policy, you are not authorized to access or use the Website and Services.

Contacting us

If you have any questions, concerns, or complaints regarding this Policy, the information we hold about you, or if you wish to exercise your rights, we encourage you to contact us using the details below:

joseph@footprintscounseling.org

3410 Healy Drive Suite 200-A Winston-Salem, NC 27103

We will attempt to resolve complaints and disputes and make every reasonable effort to honor your wish to exercise your rights as quickly as possible and in any event, within the timescales provided by applicable data protection laws.

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