

# **Online Privacy & Terms of Use Policy**

**Last Updated: 05/10/2020**

I am committed to protecting your privacy. To better protect your privacy, I provide this notice explaining my online information practices. To make this notice easy to find, I make it available on my website. This website is owned by Cameron Dupree. By viewing this site or utilizing any information provided, you agree to the Terms and Conditions set forth below. Please read these Terms and Conditions carefully. You are agreeing to the Terms and Conditions as they appear, whether or not you have read them. If you do not agree to these Terms and Conditions, please do not continue to use this Website or its Content.

## **Copyright Policy**

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## **Earnings Disclaimer**

You acknowledge that I have not and do not make any representations as to the physical, mental, and emotional health, in addition to spiritual or health benefits, future income, expenses, sales volume or potential profitability or loss of any kind that may be derived as a result of your use of this website or its content. I cannot and do not guarantee that you will attain a particular result, positive or negative, financial or otherwise, through the use of this website or its content and you accept and understand that results differ for each individual. I also expressly disclaim responsibility in any way for the choices, actions, results, use, misuse or non-use of the information provided or obtained through the use of this website or its content. You agree that your results are strictly your own and I am not liable or responsible in any way for your results.

## **Warranties Disclaimer**

THERE ARE NO WARRANTIES AS TO THIS WEBSITE OR ITS CONTENT. YOU AGREE THAT THIS WEBSITE AND ITS CONTENTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ALL WARRANTIES ARE DISCLAIMED, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THERE IS NOT WARRANTY THAT THE WEBSITE OR ITS CONTENT WILL BE FUNCTIONAL, UNINTERRUPTED, CORRECT, COMPLETE, APPROPRIATE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE WEBSITE,

CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO WARRANTY OR REPRESENTATIONS CAN BE MADE REGARDING THE USE OR THE RESULTS OF THE USE OF THIS WEBSITE OR ITS CONTENT OR ON THIRD-PARTY WEBSITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

### **Technology Disclaimer**

It is a priority to ensure that the availability and delivery of this website and its content is uninterrupted and error-free. However, there is no guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or updates. To the fullest extent permitted by law, Owner (Cameron Dupree) will not be liable to you for damages or refunds, or for any other recourse, should this website or its content become unavailable or access to the them becomes slow or incomplete due to any reason, such as system back-up procedures, internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays, or any other cause which may from time to time make this website or its content inaccessible to you.

### **Online Commerce**

Certain sections of the website or its content may allow you to make purchases. If you make a purchase from me on or through my website or its content, all information obtained during your purchase or transaction and all of the information that you give as part of the transaction, such as your name, address, method of payment, credit card number, and billing information, may be collected by me, the merchant, and the payment processing company. Please review our Privacy Policy for how we comply with securing your personal data.

Your participation, correspondence or business dealings with any affiliate, individual or company found on or through the website, all purchase terms, conditions, representations or warranties associated with payment, refunds, and/or delivery related to your purchase, are solely between you and the merchant. You agree that we shall not be responsible or liable for any loss, damage, refunds, or other matters of any sort that incurred as the result of such dealings with a merchant.

Payment processing companies and merchants may have privacy and data collection practices that are different from my own. I have no responsibility or liability for these independent policies of the payment processing companies and merchants. In addition, when you make certain purchases through this website or its content, you may be subject to the additional terms and conditions of a payment processing company, merchant that specifically apply to your purchase. For more information regarding a merchant and its terms and conditions that may apply, visit that merchant's website and click on its information links or contact the Merchant directly.

You release Cameron Dupree, our affiliates, our payment processing company, and merchants from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase through or use of our website or its content.

### **Indemnification**

You agree at all times to defend, indemnify and hold harmless Owner, Cameron Dupree, and Upward Path Therapy Center, as well as any of our affiliates, agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to this website, its content or your breach of any obligation, warranty, representation or covenant set forth in these Terms and Conditions.

### **Limitation of Liability**

Unless otherwise limited by law, I will not be held responsible or liable in any way for the information, products or materials that you request or receive through or on my website and its content. I do not assume liability for accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, or otherwise, due to any act or default of anyone or any business, whether owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise, affiliated with us. I do not assume liability for any owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise who is engaged in rendering our website or its content, or in any way or in any location. In the event that you use this website and its content or any other information provided by me or affiliated with me, I assume no responsibility, unless otherwise provided by law.

### **Release of Claims**

In no event will I be liable to any party for any type of direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on our website and its content, or on those affiliated with me in any way, and you hereby release me from any and all claims; including, without limitation, those related to lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information, or any other loss, physical or mental disease, condition or issue, or otherwise, even if I am expressly advised of the possibility of such damages or difficulties.

### **Terms of Service**

These terms and conditions (these “Terms”) govern your use of the [www.upwardpathtc.com](http://www.upwardpathtc.com) website, the Upward Path Therapy Center newsletter/blog content, and any materials, online communications and other information that is or becomes available on the website. The Service is provided by Upward Path Therapy Center. By accessing the website or otherwise using the service, you accept and agree to be bound by these Terms, without limitation or qualification. If you do not accept any of these Terms, do not use the service.

## **1. INFORMATION COLLECTION AND USE**

I collect information about visitors to this website so that I can provide an experience that is responsive to our users' and customers' needs. This website may use forms in which you provide contact information (including your name, address, telephone number, and email address) so you can request information or support. You do not need to give any personal information in order to use this website.

I also collect personally identifiable information (including name, email, password, communications); payment details (including credit card information), comments, feedback, product reviews, recommendations, and personal profile.

I will not sell, share, trade or otherwise use any information you provide unless you expressly provide in writing permission for such use. I collect this information to improve service, and to help determine your individual needs so I may serve you better individually, as well as collectively.

I will not sell, share, trade or otherwise use any medical information under any circumstances. If you require medical information, you must request it from me directly via a Medical Release form.

I may also collect non-personally identifiable information about you, such as your use of this website, communication preferences, aggregated data relative to your services, and responses to promotional offers and surveys. I may use or disclose aggregate information only where no individual is identified for a number of purposes, including: (a) Compiling aggregate statistics of usage for improving the web site; (b) Developing, maintaining and administering the web site; and (c) Following up on comments and other messages that you submit through the website.

Please note, to better safeguard your information, please do not include any credit card information in your electronic communication unless it is specifically required as a part of services or transaction fulfillment process sites, or customer contact process.

This Site and my services may contain links to other websites. Unfortunately, I am not responsible for the privacy practices or the content of such sites.

## **2. SECURITY**

This website is hosted on the Wix.com platform. Wix.com provides me with the online platform that allows me to sell products and services to you. Your data may be stored through Wix.com's data storage, databases and the general Wix.com applications. They store your data on secure servers behind a firewall.

All direct payment gateways offered by Wix.com and used by this company adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of credit card information by my store and its service providers.

I may also at times provide information about you to third parties to provide various services on my behalf, such as providers who process credit card payments. I will only share information about you that is necessary for the third party to provide the requested service. These companies are prohibited from retaining, sharing, buying, selling, storing or using your personally identifiable information for any secondary purposes.

I follow generally accepted standards to protect the personal information submitted to me, both during transmission and once I receive it. No method of transmission over the Internet, or method of electronic storage, is one hundred percent (100%) secure, however. Therefore, I cannot guarantee its absolute security.

### **3. GOOGLE ANALYTICS AND COOKIES**

I may use a tool called “Google Analytics” to collect information about use of this website, such as how often users visit the website, what pages they visit when they do so, and what other sites they used prior to coming to this Site. Google Analytics collects only the IP address assigned to you on the date you visit this website, rather than your name or other identifying information.

Google Analytics plants a permanent cookie on your web browser to identify you as a unique user the next time you visit this website. This cookie cannot be used by anyone but Google, Inc. The information generated by the cookie will be transmitted to and stored by Google on servers in the United States.

I use the information received from Google Analytics only to improve services on this website. I do not combine the information collected through the use of Google Analytics with personally identifiable information.

Google’s ability to use and share information collected by Google Analytics about your visits to this Site is restricted by the Google Privacy Policy <http://www.google.com/policies/privacy>. You can prevent Google Analytics from recognizing you on return visits to this website by disabling the Google Analytics cookie on your browser.

If you do not wish for me to process your data anymore, please contact me at: [contact@upwardpathtc.com](mailto:contact@upwardpathtc.com).

### **4. TRANSFER OF DATA ABROAD**

If you are visiting this Site from a country other than the country in which the servers are located, your communications with me may result in the transfer of information across international boundaries. By visiting this website and communicating electronically with me, you consent to such transfers.

### **5. COMPLIANCE WITH LAWS AND LAW ENFORCEMENT**

I cooperate with government and law enforcement officials and private parties to enforce and comply with the law. I will disclose any information about you to government or law

enforcement officials or private parties as I, in my sole discretion, believe necessary or appropriate to respond to claims and legal process (including without limitation subpoenas), to protect my property and rights or the property and rights of a third party, to protect the safety of the public or any person, or to prevent or stop activity I consider to be illegal or unethical. I will also share your information to the extent necessary to comply with ICANN's rules, regulations and policies. To the extent I am legally permitted to do so, I will take reasonable steps to notify you in the event that I am required to provide your personal information to third parties as part of legal process.

## **6. PRIVACY POLICY UPDATES**

I reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If I make material changes to this policy, I will notify you here that it has been updated, so that you are aware of what information I collect, how I use it, and under what circumstances, if any, I use and/or disclose it.

## **7. CORRECTING, UPDATING AND REMOVING PERSONAL INFORMATION**

You may alter, update or deactivate your account information or opt out of receiving communications from Upward Path Therapy Center at any time. You may send an email to [contact@upwardpathtc.com](mailto:contact@upwardpathtc.com). I will respond to your request to modify or deactivate your information within thirty (30) days.

## **8. MEDICAL PRIVACY NOTICE**

This section describes how medical information about you may be used and disclosed by me and how you can get access to this information. Please review it carefully.

### ***A. Your Medical Information***

This Section refers to your “medical information”. This means all information that identifies you and relates to your past, present or future physical or mental health or condition including information about payment and billing for the health care services you receive.

### ***B. My Pledge Regarding Medical Information***

I understand that your medical information is personal and I am committed to its protection. I create a record of the care and services you receive to ensure that I am providing quality care and to comply with legal requirements. This notice applies to all your medical information that I maintain.

I am required by law to give you this notice of my legal duties and privacy practices with respect to your medical information, to follow the terms of this Privacy Notice, and to notify you following a breach of the privacy or security of your unsecured medical information.

### *C. How I May Use and Disclose Medical Information About You*

For each category of use and disclosure, I will try to give some examples, although not every use or disclosure in the category will be listed.

- i. For treatment. I may use your medical information so that I and other health care providers may provide you with medical treatment or services. Different health professionals may also share your medical information in order to coordinate the different services you need. I may disclose your medical information to people outside my office who may be involved in your medical care after you leave my care.
- ii. For Payment. I may disclose your medical information so that treatment and services you receive may be billed by me to a third party. For example, your health plan may need to know about treatment you received so they will pay me for the services provided. I may also disclose your medical insurance information to obtain prior approval from your health plan.
- iii. For Healthcare Operations Purposes. I may use and disclose your medical information for my internal operations, such as business management, and administrative activities, legal and auditing functions, and insurance-related activities. I may use medical information to make sure that all of my clients receive quality care, such as reviewing my processes. I may also disclose information to doctors, nurses, technicians, and other personnel for review and learning purposes. I may remove information that identifies you from this set of information so others may use it to study healthcare and healthcare delivery without learning a specific patient's identity. Under certain circumstances, I may disclose your medical information for the health care operations of other health care providers.
- iv. Health Information Exchange. I may participate in Regional Health Information Organization ("RHIO") which arranges for the electronic exchange of health information among health care providers in the state where I am located. I may exchange your health information electronically through RHIO for the purposes described in this Notice. You have the right to request that your information not be included in this exchange.
- v. Individuals Involved in Your Care or Payment of Your Care. I may release your medical information to a friend or family member who is involved in your medical care, or to someone who helped pay for your care.
- vi. Notification. I may release your medical information to notify a family member, personal representative or another person responsible for your care of your location, general condition, or death. I also may release your medical information for certain disaster relief purposes.

- vii. **Contacts.** I may contact you to provide appointment reminders, information about treatment alternatives, or other health related benefits and services that may be of interest to you.
- viii. **Worker's Compensation.** I may release medical information about you for worker's compensation or similar programs, which provide benefits for work related injuries or illnesses.
- ix. **Mental Health Information.** State laws create specific requirements for the release of mental health records. I will obtain your specific authorization to release mental medical information when required by these laws.
- x. **Drug & Alcohol Treatment Records.** Specific rules apply to the release of certain drug and alcohol program records, and I will obtain your specific authorization to release those records as required by Federal regulation 42 CFR, Part 2.
- xi. **Miscellaneous.** I may use or disclose your medical information without your prior authorization for several other reasons. Subject to certain requirements, I may give out your medical information without prior authorization for public health purposes, abuse or neglect reporting, health oversight audits or inspections, research studies, funeral arrangements, coroner's investigations, organ donation, and emergencies. I also may disclose medical information when required by law in response to a request from law enforcement in specific circumstances, for specialized government functions including correctional, military or national security purposes, in response to valid judicial or administrative orders or to avoid a serious health threat. Additional specific rules may apply to mental health records.
- xii. **Other Disclosures.** Other uses and disclosures not described above will be made only with your written authorization. For example, I require your signed authorization for uses and disclosure that constitute the sale of your medical information and for most uses and disclosures of psychotherapy notes. Additionally, I will not use or disclose your medical information for marketing purposes unless we have a signed authorization from you except that an authorization will not be required if (a) a communication occurs face-to-face; (b) consists of marketing gifts of nominal value. You may revoke your authorization at any time unless I have relied on your authorization or your authorization was required as a condition of obtaining health care services.

#### ***D. Your Rights Regarding Medical Information About You***

- i. **Right to Inspect and Copy.** In most cases you have the right to inspect or receive a copy of your medical information (or have a copy provided to an individual whom you designate) when you submit a written request. If your medical record is maintained electronically in a designated record set, you have the right to request a copy of the information in an electronic form and format. I may deny your request in

certain circumstances. If you are denied access to your medical information, you may appeal.

- ii. **Right to Amend.** If you believe the information in your record is incorrect or incomplete, you have the right to request an addendum be added to your record by submitting a written request giving your reason. I may deny your request under certain circumstances. If I deny it, I may advise you in writing of the reason or explain your rights to submit a statement of explanation.
- iii. **Right to an Accounting of Disclosure.** You have the right to a list of those instances where we have disclosed your medical information other than for treatment, payment, healthcare operations, or where a disclosure was specifically authorized, for the hospital's directory, to persons involved in your care, and certain other limited situations. To request an accounting of disclosures, you must submit a written request to me at: [contact@upwardpathtc.com](mailto:contact@upwardpathtc.com).
- iv. **Right to a Paper Copy of this Notice.** If this notice was sent to you electronically you have a right to a paper copy of this notice. You may request that I send other communications of protected health information by alternative means, or to an alternative location. This request must be made in writing to the person listed below in Section 9. I am required to accommodate only reasonable requests. Please specify in your correspondence exactly how you want me to communicate with you; and if you are directing me to send it to a particular place, the contact/address information.
- v. **Right to Request Restrictions.** You may request in writing that I not use or disclose your medical information except when specifically authorized by you, when required by law, or in an emergency. Except in the case of certain requests related to disclosures to health plans, I am not required by law to agree to your request, but I will consider the request. I will inform you of the decision.
- vi. **Right to Request Restrictions on Disclosures to Health Plans.** You may request in writing that I restrict disclosures of your medical information to a health plan for purposes of carrying out payment or healthcare operations if the disclosure is not required by law and the medical information pertains solely to a health care item or service for which you (or a person other than the health plan who is acting on your behalf) have paid us out of pocket and in full at the time of service. I must agree to a request that meets these requirements.

#### *E. Changes to this Notice*

I reserve the right to change this Section at any time. Changes will apply to medical information I already hold, as well as new information after the change occurs. I will post a copy of the current notice and I will post it on our website at: [www.upwardpathtc.com](http://www.upwardpathtc.com).

#### *G. Complaints and Requests*

If you have questions about this notice or want to talk about a problem without filing a formal complaint, please contact Cameron Dupree at the following number: (919)-721-4212. If you believe your privacy has been violated, you may file a complaint with this organization or with the Secretary of the U.S. Department of Health and Human Services. Information about how to file a complaint with the Department of Health and Human Services may be found at the following website: <http://www.hhs.gov/ocr/privacy/hipaa/complaints/index.html>. You will not be penalized for filing a complaint.

## **9. CONTACT INFORMATION**

If you have any questions about this Privacy Policy, the practices of this website or services, your dealings with this website or the services provided, please contact me by email: [contact@upwardpathtc.com](mailto:contact@upwardpathtc.com).