

PRIVACY POLICY

This website (and mobile application are) is owned and managed by Matthew McDavid LCSW PLLC (“the Practice”). The Practice makes every reasonable effort to keep your personal information protected and private. We do not share personal information collected unless prior authorization is given.

This Privacy Policy (the “Policy”) applies to our website at www.mcdavidcreativetherapy.com, our mobile application and any other websites and/or mobile applications to which this Policy applies (collectively the “Sites”). This Policy will not apply to any of your interaction with the Practice offline.

This Privacy Policy describes how we collect, use, process and distribute your information, including Personal Data (as defined below) used to access the Sites. We will not use or share your information with anyone except as described in this Privacy Policy. The use of information collected through our Sites shall be limited to the purposes under this Privacy Policy and our Terms of Use for customers.

Please read this Privacy Policy carefully. We reserve the right to change this Privacy Policy on the Sites at any time without notice. In the event of a material change, we will let you know via email and/or a prominent notice on our Sites.

Use of any personal information or contribution that you provide to us, or which is collected by us on or through our Sites or its content is governed by this Privacy Policy. By using our Sites or their content, you consent to this Privacy Policy, whether or not you have read it.

BY USING ANY OF OUR SITES YOU CONSENT TO THE TERMS OF THIS POLICY AND TO THE PRACTICE’S COLLECTION AND PROCESSING OF YOUR PERSONAL INFORMATION FOR THE PURPOSES STATED BELOW. IF YOU DO NOT AGREE TO THE TERMS OF THIS POLICY PLEASE DO NOT USE THE SITES.

Information Collected

We generally collect two types of information from users of the Practice Sites: 1) Personal Information (your name, email address, payment information); and, 2) Non-Personal Information (e.g. cookies or IP address).

Personal Information

“Personal Information” is defined as information that identifies you personally, such as your name, address, phone numbers, or email address. The Practice collects and stores the Personal Information that you have provided to us. Here are some examples of manners in which we may collect your Personal Information on the Sites:

1. A name and an email address so we can deliver our newsletter to you – you would be affirmatively consenting to this by providing this to us in our contact forms.
2. Billing information including name, address and credit card information so that we can process payment to deliver our services to you.

Please note that the information above (“Personal Data”) that you are giving to us is voluntarily, and by you providing this information to us you are giving consent for us to use, collect and process this Personal Data. You are welcome to opt-out or request for us to delete your Personal Data at any point by contacting us.

If you choose not to provide us with certain Personal Data, you may not be able to participate in certain aspects of our Sites or content.

Retention and Deletion

We retain your Personal Data for the minimum amount of time necessary to provide you with the information and/or services that you requested from us. We may include certain Personal Data for longer periods of time if necessary for legal, contractual and accounting obligations.

Sensitive Information

We ask that you not send us, and you do not share any unnecessary and sensitive Personal Information (e.g., Social Security numbers)

Anonymous Data Collection and Use

To maintain our Sites’ high quality, we may use your IP address to help diagnose problems with our server and to administer the Sites by identifying which areas of the Sites are most heavily used, and to display content according to your preferences. Your IP address is the number assigned to computers connected to the Internet. This is essentially “traffic data” which cannot personally identify you, but is helpful to us for improving our services. Traffic data collection does not follow a user’s activities on any other Sites in any way.

Non-Personal Information

“Non-Personal Information” can be technical information or it can be demographic information, such as your age, gender, zip code or other geolocation data, or interests. Non-Personal Information does NOT identify you personally. Here are some examples of the Non-Personal Information that is collected via the Sites and a description of how this information is used:

Internet Protocol (IP) address — Your IP address is a number that lets computers attached to the Internet know where to send you data — such as the webpages you view. We use this information to deliver our webpages to you upon request, to tailor our Sites to the interests of our users and to measure traffic within our Sites.

Cookies — our Sites use “cookies” to improve functionality and usability. We use this information for planning, tracking and to improve the technical functions of our Sites and products. By using our services and agreeing to this Policy, you consent to our use of cookies in accordance with the terms of this Policy.

About Cookies

Cookies are text files sent by Web servers to Web browsers and are stored on the user’s computer or mobile device. If the browser is loading a page and the server requests the information stored in the cookie, the cookie is sent back to the server.

Cookies contain data about the user’s activities on the Sites, and can be used by Web servers to identify and track users as they navigate different pages on a Site, and to identify users returning to our Sites.

Cookies may be either “persistent” or “session” cookies. A persistent cookie will remain valid until its set expiration date (unless deleted by the user). A session cookie will expire at the end of the user session, when the Web browser is closed.

Blocking cookies

Most browsers allow users to refuse to accept cookies.

- In Google Chrome, you can adjust your cookie permissions by clicking “Options,” “Under the hood” and Content Settings in the “Privacy” section. Click on the Cookies tab in the Content Settings.
- In Safari, you can block cookies by clicking “Preferences,” selecting the “Privacy” tab and “Block cookies.”
- In Internet Explorer, you can refuse all cookies by clicking “Tools,” “Internet Options,” “Privacy,” and selecting “Block all cookies” using the sliding selector.
- In Firefox, you can block all cookies by clicking “Tools,” “Options,” and un-checking “Accept cookies from sites” in the “Privacy” box.
- Blocking all cookies will, however, have a negative impact upon the usability of many Sites. If you block cookies, you may not be able to log on, access content or use search functions, for example.

Deleting cookies

Users can also delete cookies already stored on their computers:

- In Google Chrome, you can adjust your cookie permissions by clicking “Options,” “Under the hood,” and Content Settings in the “Privacy” section. Click on the Cookies tab in the Content Settings.
- In Safari, you can delete cookies by clicking “Preferences,” selecting the “Privacy” tab and selecting “Remove All Sites Data.”

- In Internet Explorer, you must manually delete cookie files.
- In Firefox, you can delete cookies by first ensuring that cookies are to be deleted when you “clear private data” (this setting can be changed by clicking “Tools,” “Options” and “Settings” in the “Private Data” box) and then clicking “Clear private data” in the “Tools” menu.
- Doing this may have a negative impact on the usability of many Sites.

Use of Information Collected Via the Sites

Personal Information

We use your Personal Information that we collect on the Sites primarily for the following purposes:

- To deliver services, such as professional services, information or newsletters you request or purchase;
- To let you know about updated information and new services from the Practice;
- To process your billing statements and, if necessary, to contact you regarding the status of the statement;
- To ensure the Sites are relevant to your needs;
- To help us create and publish content most relevant to you;
- To contact you regarding additional services and features;
- To request your feedback about your experience with the Practice;
- To notify you about a material change to this Policy, if necessary; and
- To allow you access to limited-entry areas of the Sites.

Non-Personal Information

- Non-Personal Information is used as described above and in other ways as permitted by applicable laws, including combining Non-Personal Information with Personal Information.
- Release of Information to Third Parties
- By using the Sites you grant the Practice the right to use your Non-Personal Information to improve the Sites. The Practice will not share or disclose your Personal Information with third parties.

Third Party Sites and Advertisers

The Sites may provide you with links to other websites, although we do not necessarily advise that you link to those websites. In the event that you choose to access such websites, the Practice is not responsible for any actions or policies of those sites. Further, please note that the third party’s privacy policies and security practices may differ from the Practice standards. The Practice neither assumes responsibility for, nor does it control, endorse or guarantee any aspect

of your use of any linked sites. We recommend that you check the privacy policy of such a party before providing Personal Information to it.

the Practice may also permit advertisers, third party ad networks or other advertising companies to serve advertisements on the Sites. Please be advised that such advertising companies may gather information about your visit to the Sites or other sites (such as through cookies, Web beacons and other technologies) to enable such advertising companies to market products or services to you, to monitor which ads have been served to your browser and which Web pages you were viewing when such ads were delivered. PLEASE NOTE THAT THIS POLICY DOES NOT COVER THE COLLECTION AND USE OF INFORMATION BY SUCH ADVERTISING COMPANIES.

Opt-Out

We communicate with our members on a regular basis via email. For example, we may use your email address to confirm a request you have made, to send you notice of payments, to send you information about changes to our services, and to send notices and other disclosures as required by law. Generally, members cannot opt-out of these communications, but they will be primarily informational in nature rather than promotional.

However, we provide you the opportunity to exercise an opt-out choice if you do not want to receive other types of communications from us, such as messages or updates from us regarding new services offered on the Sites. For emails, you may opt-out by clicking on the “unsubscribe” link within the text of an email. We will process your request to unsubscribe as soon as possible, but please be aware that in some circumstances you may receive a few more messages until the unsubscribe is processed. Please note that electing to opt-out of our promotional emails does not mean that we will delete or remove your email address from our systems.

Changes in Our Privacy Policy

The Practice reserves the right to make changes to this Policy at any time and for any reason without prior notice. Any changes to this Policy will be posted on this page so that you are always aware of our current policies. We may also contact you by email with changes. Additionally, we will update the “last updated” date below.

Sites Security

No data transmissions over the Internet can be guaranteed to be 100 percent secure. Consequently, we cannot ensure or warrant the security of any information you transmit to us and you understand that any information that you transfer to the Practice is done at your own risk. However, the Practice uses website security measures consistent with current best practices to protect the Sites, email and mailing lists. These measures include technical, procedural, monitoring and tracking steps intended to safeguard data from misuse, unauthorized access or disclosure, loss, alteration or destruction.

PLEASE NOTE THAT THE SITES DO NOT USE SSL ENCRYPTION. THE SITES DO NOT PROCESS PURCHASES. THE SITES USE THIRD PARTY VENDORS (such as, PayPal, Square, etc.) TO PROCESS PURCHASES. User and purchaser information is a high priority and we use our own protective measures, as well as the capabilities of our software and hardware vendors.

We realize there can be incidents of misuse or unauthorized program incursions, as almost every Sites, service and user encounters. In those instances, our goals are to move quickly to isolate the problem, ensure or restore proper functionality and minimize any inconvenience to our users. As appropriate and necessary, the Practice will notify the relevant authorities of these incidents of misuse or unauthorized program incursions of the Practice Sites.

Assignment

In the event that the Practice is sold and acquired by another party, or in the event of a merger, you grant the Practice the right to assign the Personal and Non-Personal Information collected via the Sites.

What We Do With Information We Collect

Contact You

We may contact you with information that you provide to us based on these lawful grounds for processing:

1. Consent. We may contact you if you give us your clear, unambiguous, affirmative consent to contact you.
2. Contract. We will contact you under our obligation to deliver services you purchase from us.
3. Legitimate Interest. We may contact you if we feel you have a legitimate interest in hearing from us. For example, if you sign up for a webinar, we may send you emails based on the content of that webinar. You will always have the option to opt out of any of our emails.

Process Payments

We will use the Personal Data you give to us in order to process your payment for the purchase of services. We only use third party payment processors that take the utmost care in securing data and comply with the General Data Protection Regulation of the European Union (GDPR).

Share with Third Parties

We may share your information with trusted third parties such as our newsletter provider in order to contact you via email, our merchant accounts to process payments, and Google / social media accounts in order to run advertisements and our affiliates.

Viewing by Others

Note that whenever you voluntarily make your Personal Data available for viewing by others online through this Sites or its content, it may be seen, collected and used by others, and therefore, we cannot be responsible for any unauthorized or improper use of the information that you voluntarily share.

Submission, Storage, Sharing and Transferring of Personal Data

Personal Data that you provide to us is stored internally or through a data management system. Your Personal Data will only be accessed by those who help to obtain, manage or store that information, or who have a legitimate need to know such Personal Data (i.e., our hosting provider, newsletter provider, or payment processors).

It is important to note that we may transfer data internationally. For users in the European Union, please be aware that we transfer Personal Data outside of the European Union. By using our Sites and providing us with your Personal Data, you consent to these transfers in accordance with this Privacy Policy.

Data Retention

We retain your Personal Data for the minimum amount of time necessary to provide you with the information and / or services that you requested from us. We may include certain Personal Data for longer periods of time if necessary for legal, contractual and accounting obligations.

Confidentiality

We aim to keep the Personal Data that you share with us confidential. Please note that we may disclose such information if required to do so by law or in the good-faith belief that: (1) such action is necessary to protect and defend our rights or property or those of our users or licensees, (2) to act as immediately necessary in order to protect the personal safety or rights of our users or the public, or (3) to investigate or respond to any real or perceived violation of this Privacy Policy or of our Terms and Conditions, or any other terms of use or agreement with us.

Passwords

To use certain features of the Sites or its content, you may need a username and password. You are responsible for maintaining the confidentiality of the username and password, and you are responsible for all activities, whether by you or by others, that occur under your username or password and within your account. We cannot and will not be liable for any loss or damage arising from your failure to protect your username, password or account information. If you share your username or password with others, they may be able to obtain access to your Personal Data at your own risk.

You agree to notify us immediately of any unauthorized or improper use of your username or password or any other breach of security. To help protect against unauthorized or improper use, make sure that you log out at the end of each session requiring your username and password.

We will use our best efforts to keep your username and password(s) private and will not otherwise share your password(s) without your consent, except as necessary when the law requires it or in the good faith belief that such action is necessary, particularly when disclosure is necessary to identify, contact or bring legal action against someone who may be causing injury to others or interfering with our rights or property.

How You Can Access, Update or Delete Your Personal Data

You have the right to:

1. Request information about how your Personal Data is being used and request a copy of what Personal Data we use.
2. Restrict processing if you think the Personal Data is not accurate, unlawful, or no longer needed.
3. Rectify or erase Personal Data and receive confirmation of the rectification or erasure. (You have the “right to be forgotten”).
4. Withdraw your consent at any time to the processing of your Personal Data.
5. Lodge a complaint with a supervisory authority if you feel we are using your Personal Data unlawfully.
6. Object to our use of your Personal Data.
7. Not be subject to an automated decision based solely on automatic processing, including profiling, which legally or significantly affects you.

Unsubscribe

You may unsubscribe from our e-newsletters or updates at any time through the unsubscribe link at the footer of all email communications. If you have questions or are experiencing problems unsubscribing, please contact us at hello@mcdavidcreativetherapy.com

Security

We take commercially reasonable steps to protect the Personal Data you provide to us from misuse, disclosure or unauthorized access. We only share your Personal Data with trusted third parties who use the same level of care in processing your Personal Data. That being said, we cannot guarantee that your Personal Data will always be secure due to technology or security breaches. Should there be a data breach of which we are aware, we will inform you immediately.

Anti-Spam Policy

We have a no spam policy and provide you with the ability to opt-out of our communications by selecting the unsubscribe link at the footer of all e-mails. We have taken the necessary steps to ensure that we are compliant with the CAN-SPAM Act of 2003 by never sending out misleading information. We will not sell, rent or share your email address.

Third Party Sites

We may link to other websites on our Sites. We have no responsibility or liability for the content and activities of any other individual, company or entity whose websites or materials may be linked to our Sites or their content, and thus we cannot be held liable for the privacy of the information on their websites or that you voluntarily share with their websites. Please review their privacy policies for guidelines as to how they respectively store, use and protect the privacy of your Personal Data.

Children's Online Privacy Protection Act Compliance

We do not collect any information from anyone under 18 years of age in compliance with COPPA (Children's Online Privacy Protection Act) and the GDPR . Our Sites and their content are directed to individuals who are at least 18 years old or older.

Notification of Changes

We may use your Personal Data, such as your contact information, to inform you of changes to the Sites or their content, or, if requested, to send you additional information about us. We reserve the right, at our sole discretion, to change, modify or otherwise alter our Sites, its content and this Privacy Policy at any time. Such changes and/or modifications shall become effective immediately upon posting our updated Privacy Policy. Please review this Privacy Policy periodically. Continued use of any of information obtained through or on the Sites or its content following the posting of changes and/or modifications constituted acceptance of the revised Privacy Policy. Should there be a material change to our Privacy Policy, we will contact you via email or by a prominent note on our Sites.

Data Controller and Processors

We are the data controllers as we are collecting and using your Personal Data. We use trusted third parties as our data processors for technical and organizational purposes, including for payments and email marketing. We use reasonable efforts to make sure our data processors are GDPR- compliant.

Contacting the Practice

You may contact us by mail at 53 Hill Street Suite number 51, Southampton, NY 11968 with any questions. Email any questions or concerns regarding this Privacy Policy to hello@mcdavidcreativetherapy.com. While we may not be able to respond to every report, we take each report seriously and will investigate it thoroughly.

TERMS AND CONDITIONS

Introduction

These terms and conditions of Matthew McDavid LCSW PLLC (“the Practice”) govern your use of our website available at www.mcdavidcreativetherapy.com, our mobile application and any other websites and/or mobile applications to which this Policy applies (collectively the “Sites”). By using any of the Sites, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you are asked not to use the Sites.

The Practice may choose to use cookies. By visiting and using the the Practice Sites, and agreeing to these terms and conditions, you consent to the Practice’s possible use of cookies in accordance with the terms of the Practice’s privacy policy.

License to use the Practice’s Sites

Unless otherwise stated, the Practice owns the intellectual property rights in the Sites and material on the Sites. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the Sites for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this Sites (including republication on another website);
- sell, rent or sub-license material from the Sites;
- show any material from the Sites in public;
- reproduce, duplicate, copy or otherwise exploit material on this Sites for a commercial purpose;
- edit or otherwise modify any material on the Sites with the intention of further use for commercial or personal gain; or
- redistribute material from this Sites except for content specifically and expressly made available for redistribution, such as the Practice’s material being shared on social media networks.

Acceptable use

You must not use the Practice Sites in any way that causes, or may cause, damage to the Sites or impairment of the availability or accessibility of the Sites; or in any way which is unlawful,

illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use the Sites to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this Sites without the Practice's express written consent.

You must not use the Sites to transmit or send unsolicited commercial communications.

You must not use the Site for any purposes related to marketing without the Practice's express written consent.

Restricted access

Access to certain areas of the Sites may be restricted. the Practice reserves the right to restrict access to other areas of the Sites, or indeed entire Sites, at the Practice's discretion.

If the Practice provides you with a user ID and password to enable you to access restricted areas of this Sites or other content or services, you must ensure that the user ID and password are kept confidential.

The Practice may disable your user ID and password in the Practice's sole discretion without notice or explanation.

User content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to the Sites, for whatever purpose.

You grant to the Practice a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to the Practice the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or the Practice or a third party (in each case under any applicable law).

You must not submit any user content to the Sites that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

The Practice reserves the right to edit or remove any material submitted to the Sites, or stored on the Practice's servers, or hosted or published upon the Sites.

Notwithstanding the Practice's rights under these terms and conditions in relation to user content, the Practice does not undertake to monitor the submission of such content to, or the publication of such content on, this Sites.

No warranties

The Sites are provided "as is" without any representations or warranties, express or implied. The Practice makes no representations or warranties in relation to the Sites or the information and materials provided on the Sites.

Without prejudice to the generality of the foregoing paragraph, the Practice does not warrant that:

- the Sites will be constantly available, or available at all; or
- the information on the Sites is complete, true, accurate or non-misleading.

Nothing on the Sites constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal or financial matter you should consult an appropriate professional. If you are seeking psychotherapy, counseling, or mental health services from the Practice, these services must be rendered in person or by interactive audio-video communication with a minimum full consultation session, unless otherwise explicitly arranged with the Practice. No content on the Sites constitutes advice, mental health counseling, psychotherapy, or any other manner of service.

Limitations of liability

The Practice will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, the Sites:

- to the extent that the Sites are provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if the Practice has been expressly advised of the potential loss.

Exceptions

Nothing in this Sites disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in the Sites disclaimer will exclude or limit the Practice's liability in respect of any:

- death or personal injury caused by the Practice's negligence;

- fraud or fraudulent misrepresentation on the part of the Practice; or
- a matter which it would be illegal or unlawful for the Practice to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using the Sites, you agree that the exclusions and limitations of liability set out in the Sites disclaimer are reasonable.

If you do not think they are reasonable, you must not use the Sites.

Other parties

You accept that, as a corporate entity the Practice has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against the Practice's officers or employees with respect to any losses you suffer in connection with the Sites.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in the Sites disclaimer will protect the Practice's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as the Practice, itself.

Unenforceable provisions

If any provision of the Sites disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of the Sites disclaimer.

Indemnity

You hereby indemnify the Practice and undertake to keep the Practice indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by the Practice to a third party in settlement of a claim or dispute on the advice of the Practice's legal advisers) incurred or suffered by the Practice arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to the Practice other rights under these terms and conditions, if you breach these terms and conditions in any way, the Practice may take such action as the Practice deems appropriate to deal with the breach, including suspending your access to the Sites, prohibiting you from accessing the Sites, blocking computers using your IP address from accessing the Sites, contacting your internet service provider to request that they block your access to the Sites and/or bringing court proceedings against you.

Variation

The Practice may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of the Sites from the date of the publication of the revised terms and conditions on the Sites. Please check this page regularly to ensure you are familiar with the current version.

Assignment

The Practice may transfer, sub-contract or otherwise deal with the Practice's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions constitute the entire agreement between you and the Practice in relation to your use of the Sites, and supersede all previous agreements with respect to your use of the Sites.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with the laws of the State of New York, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of New York.

Registrations and authorizations

The Practice is a professional corporation formed in accordance with the State of New York.

The Practice's details

The Practice's registered address is 53 Hill Street Suite number 51, Southampton, NY 11968

You can contact the Practice by email at hello@mcdavidcreativetherapy.com