

California Online Therapy and Counseling Disclaimer / Privacy Policy

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE. By using this site, you agree to these terms of use. We reserve the right, at any time, to modify or update these terms and conditions, and you agree to be bound by such modifications or updates.

Disclaimer

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Privacy Policy

This privacy policy has been compiled to better serve those who are concerned with how their ‘Personally identifiable information’ (PII) is being used online. PII, as used in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our website.

What personal information do we collect from those visiting our website?

When registering for California Therapist Blog newsletter via MailChimp.com, you will be asked to enter your name and email address. It is used to receive email newsletter only. All transactions are processed through a gateway provider and are not stored or processed on our servers. We do not use cookies or sell, trade, or otherwise transfer to outside parties your personally identifiable information. We do not include or offer third party products/services.

California Online Privacy Protection Act

CalOPPA is the first state law in the nation to require commercial websites and online services to post a privacy policy. The law’s reach stretches well beyond California to require a person or company in the United States (and conceivably the world) that operates websites collecting personally identifiable information from California consumers to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals with whom it is being shared, and to comply with this policy. – See more at: <http://consumercal.org/california-online-privacy-protection-act-caloppa/#sthash.0FdRbT51.dpuf>

According to CalOPPA we agree to the following:

- Users can visit our site anonymously
- Once this privacy policy is created, we will add a link to it on our home page.
- Our Privacy Policy link includes the word “Privacy” and can easily be found.
- Users will be notified of any privacy policy changes

COPPA (Children Online Privacy Act)

When it comes to the collection of personal information from children under 13, the Children’s Online Privacy Protection Act (COPPA) puts parents in control. The Federal Trade Commission, the nation’s consumer protection agency, enforces the COPPA Rule, which spells out what operators of websites and online services must do to protect children’s privacy and safety online.

This site markets to adults only and we do not specifically market to children under 13.

Fair Information Practices

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur, we will notify the users via email within 7 business days We also agree to the individual redress principle, which requires that individual law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or a government agency to investigate and/or prosecute non-compliance by data processors. have a right to pursue legally enforceable rights against data collectors and processors who fail to adhere to the

Can-Spam Act

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

To be in accordance with CANSPAM we agree to the following:

- NOT use false, or misleading subjects or email addresses
- Identify the message as an advertisement in some reasonable way
- Include the physical address of our business or site headquarters
- Monitor third party email marketing services for compliance, if one is used.
- Honor opt-out/unsubscribe requests quickly
- Allow users to unsubscribe by using the link at the bottom of each email
- If at any time you would like to unsubscribe from receiving future emails, you can follow the instructions at the bottom of each email and we will promptly remove you from ALL correspondence.

Email Communication

Email is not a confidential or secure mode of communication. Therefore, confidentiality cannot be guaranteed when communicating via Email. Lisa Brookes Kift, MFT cannot ensure the security and confidentiality of unencrypted communications transmitted by email and does not assume responsibility for damages resulting from unauthorized access, disclosure or tampering which could have occurred during transmission.

Limitation of Liability

IN NO EVENT SHALL Lisa Brookes Kift MFT OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, EVEN IF Lisa Brookes Kift MFT OR ITS AFFILIATES HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, TORT OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE INFORMATION, SERVICES, CONTENT, PRODUCTS, AND MATERIALS AVAILABLE FROM THIS SITE OR THE INTERNET GENERALLY.

Indemnification

You agree to indemnify and hold Lisa Brookes Kift MFT, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the site, your violation of these terms and conditions or your infringement of any intellectual property or other right of any person or entity.

Governing Law; Arbitration

These terms and conditions, and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of California. Any dispute arising between you and Lisa Brookes MFT will be submitted to arbitration in the State of California in accordance with the rules of the standing judiciary committee then in effect. Nothing shall deprive you of the benefits of your province's consumer protection laws.

Contacting Us

If there are any questions regarding this privacy policy you may contact us using the information below.

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- USA
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