



PRIVACY POLICY

BY USING OUR WEBSITE, YOU AGREE TO OUR PRIVACY POLICY AND TERMS & SERVICES. PLEASE READ THESE TERMS CAREFULLY BEFORE USING OUR SITE OR SERVICES.

EFFECTIVE DATE: May 27, 2022

1. OVERVIEW

- a. Thank you for visiting our website. Ashley Schofield-McEachern, c.o.b. as Whispering Pines Counselling & Wellness ("Whispering Pines") is committed to protecting the privacy and security of clients, supplier and employee records. We are committed to meeting our obligations under Canadian data privacy laws, including the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, and applicable provincial laws. We adhere to the privacy principles set out below, which govern the way we collect, use, store and disclose personal information that is obtained in the course of the development, sales, promotion and distribution of our products or in the course of employment.
- b. The terms "we," "us" and "our" refer to, Ashley Schofield-McEachern c.o.b. as Whispering Pines Counselling & Wellness. The terms "website" or "site" refer to www.counselling-wellness.ca. The terms "user," "users," "you," and "your" refer to website visitors and customers, whether personal or business entities, and include, but are not limited to, business entities' agents, representatives, contractors, affiliates, and employees.
- c. These Terms of Service ("Terms") apply to all site users, customers, and other visitors of our website. By using our website and/or Services, you hereby agree to have read and acknowledged this Terms of Service and the Privacy Policy set forth herein (collectively referred to as "Agreement"), without modification.
- d. The Privacy Policy ("Privacy Policy") contained herein outlines how we may collect, use, and share information about you when using our website, together with products and services we offer from time to time on our website and social media pages, including, but not limited to, Instagram, LinkedIn, and Facebook, Jane App (collectively referred to as "Services"). This Policy describes both our and your legal rights and responsibilities with regards to information contained on and collected by our website, including information that identifies you, such as your name, location, contact information, e-mail address, search tendencies, and how you use our website (collectively referred to as "Personal Information"). We take seriously our responsibility to protect your personal information and privacy.

- e. "Personal information", as used in this policy, means any information about an identifiable person, including employee records and customer and supplier information, but does not include the name, title, business address, business telephone number, business fax number or business e-mail address of an employee of an organization.

2. TERM

- a. This Agreement shall be effective immediately upon visiting, using or interacting with (collectively referred to as "using" or "visiting") our website. **By using our website, the user accepts to be bound by the terms included herein and shall remain effective so long as the user avails itself of the website's Services.**
- b. We may change or amend this Agreement at any time. Any changes to this Agreement will be posted on our website and will be effective when published unless otherwise stated. If you use our website or Services after the effective date of any changes, then you agree to comply with the changes and the entire Agreement.

3. APPLICABILITY

- a. To use or access our website and Services, you must be eighteen years or older than the age of majority and must have the ability to enter into this Agreement.

4. USE FOR LAWFUL PURPOSES ONLY

- a. All users and visitors must use this website and its Services for lawful purposes only. You hereby agree to use our website, content, products, and other Services for legitimate and non-commercial purposes only. You shall not transmit any material through our website which violates or infringes the rights of us or others, or material that is threatening, abusive, defamatory, profane, obscene, invasive, or which encourages criminal or illegal conduct or that would give rise to civil liability or otherwise violate any law.
- b. Either before or at the time of collection, we will identify the purposes for which we plan to use the personal information. Depending upon the way in which the personal information is collected, this can be done orally or in writing.
- c. Unless required by law, we will not use personal information for a new purpose without the knowledge and consent of the individual to whom the information relates.

5. DISCLAIMERS, WARRANTIES, AND LIABILITY

- a. *Educational and Informational Purposes Only*- All of the information provided on our website and contained in our products, whether for purchase or not, is for educational and informational purposes only. Nothing on our website claims to guarantee accurate, complete, reliable, or up-to-date information.
- b. *Warranties & Guarantees*- **We strive to provide the most accurate information possible. However, we cannot ensure that our content is completely free from**

error or that it is timeless. As such, we do not give any warranty or other assurance as to the accuracy, completeness, timeliness, lack of errors, or fitness for particular purposes of any of the content or materials contained within and placed on our website, products, or other publications. To the maximum extent of the law, we provide our website and Services “as is” without any warranties, representations, or guarantees, whether express, implied, or otherwise.

- c. *Best Efforts*- We will use our best efforts to ensure that personal information that is used on an ongoing basis and information that is used to make a decision about an individual is as accurate, complete, and up-to-date as necessary for the purpose for which it is to be used
- d. *Results* - We make no guarantee of any kind regarding the results that can be generated through the use of our Services, products or website. From time to time, we may publish testimonials from clients - however, please keep in mind that past results are not an indication or promise of your results.
- e. *Limitation of Liability*- To the fullest extent permitted by applicable laws, we disclaim liability for any injuries, losses, or damages of whatever nature arising from the following, either directly, indirectly or consequentially: loss of use, loss of data, damage by Virus, loss or damage to property, claims of third-parties.

6. SECURITY & INDEMNIFICATION

- a. In order to maintain the security of your Personal Information, we have taken reasonable methods to prevent unauthorized access and maintain accuracy of all Personal Information collected by our website. Physical and technical methods of protection include limited numbers of internal personnel accessing your Personal Information, and password protecting documents or logs that contain Personal Information.
- b. Transmission of information over the internet is not fully secure. As such, we cannot guarantee that any information you submit to us will be accessible to only us as the intended recipients. Any transmission is at your own risk. However, we do our best to protect your data and any information you provide. Nevertheless, if there is a security breach on behalf of an unauthorized party, you agree to indemnify us and hold us harmless for any and all claims against the unauthorized party.
- c. We strive to prevent the introduction of malware, malicious code, and viruses to our website and our users (collectively referred to as “viruses”). However, due to the inherent nature of the internet, we are unable to guarantee or warrant that our websites, products, content or other Services are completely free from viruses. As such, we will not be liable for any damages or harm that is attributable to viruses that may arise after use of our website or Services. It is your responsibility to take reasonable measures to prevent the intrusion of viruses onto your hardware and software, and taking appropriate steps to ensure your computer and web browser are not exposed to the risk of interference or damage from viruses.

- d. Your use of our website, products and Services is completely voluntary. As such, you shall indemnify us and hold us and our agents and affiliates harmless for any damages or injury that may arise from your use of our website, products and Services, which include, but are not limited to, issues regarding the confidentiality and security of your Personal Information.
- e. We will protect personal information with safeguards appropriate to the level of sensitivity of the information. Our safeguards protect personal information against loss or theft, as well as unauthorized access, disclosure, copying, use, or modification, regardless of the format in which the information is held. We will exercise care in the disposal or destruction of personal information to prevent unauthorized parties from gaining access to the information. Our methods of protection include physical measures (e.g., locked file storage and restricted access to offices), organizational measures (e.g., security clearances and limiting access on a need-to-know basis), and technological measures (e.g., the use of passwords and encryption). We also require our outside service providers to provide a comparable level of protection to personal information that we may supply to them.

7. CONSENT

- a. Personal information will only be collected, used or disclosed with the consent of the individual, except where otherwise permitted or required by law. The way in which we seek consent may vary depending upon the sensitivity of the information sought. We will obtain consent in all cases where the personal information involved is considered sensitive, such as income or health information.
- b. Typically, we will seek consent for the use or disclosure of personal information at the time of collection. However, additional consent will be sought after the personal information has been collected if the personal information is required for a new purpose.
- c. In certain circumstances, obtaining consent may be inappropriate. The federal *Personal Information Protection and Electronic Documents Act* and provincial privacy laws provide for exceptions where it is impossible or impractical to obtain consent. We will comply with the applicable legal requirements in all cases.

8. ACCEPTANCE & SCOPE OF PRIVACY POLICY

- a. This Privacy Policy is part of our Terms of Services, which address your access, exchange of information, and use of our Services. The Privacy Policy is incorporated herein. **By using our website and Services, you hereby agree to all of the terms set forth in our Terms of Service and Privacy Policy. If you do not agree with our Terms of Service or Privacy Policy, then please do not use our website or Services.**
- b. This Privacy Policy applies to your Personal Information that is collected by us on our website through when you elect to use our Services. For more information about how we collect and use your information, see Sections 8 and 9 below.

- c. This Privacy Policy does not cover the collection and/or use of your personal information by third-party programs or websites, such as search engines (i.e. Google), website hosts, e-mail marketing programs, video or messenger applications (i.e. Zoom) or social media platforms. The collection and use of data and information by third-party platforms and programs, such as those described above, are governed by each third-party's respective privacy policy. However, you should not assume that third-parties have a privacy policy that is equivalent or similar to ours. As such, we are not liable or responsible under any circumstances for the collection and use of your personal information by third-parties or the third-parties' compliance with their respective privacy policies.
- d. By accepting our Privacy Policy, you hereby acknowledge that you are above the age of consent and majority in your jurisdiction. Minors should not use this platform and, as such, we do not knowingly or intentionally collect, share, or use Personal Information from minors.

9. INFORMATION COLLECTED

- a. "Personal Information" that is subject to these Terms and Privacy policy include, but are not limited to:
 - i. *Information in exchange for products or services* - From time to time, we ask for personal information, such as names, e-mail addresses, phone numbers, credit card numbers, account information and/or billing addresses in an exchange for our product, content, or Services.
 - ii. *Analytics* - This website collects data, such as visitor location and times, in order to help us analyze user data and better serve our users. From time to time, our website may collect data such as cookies, pixel tags, clickstreams, and other modern technology to collect information such as browser type, web pages viewed, links clicked, and other actions you may take either on our website or via social media accounts and e-mails associated with us. This information may be used from time to time to help us personalize your experience or for security purposes. Cookies are pieces of data from a web server to your web browser and saved on your hard drive. Cookies do not contain personally identifiable information, such as your name or contact information. You may adjust your browser settings with regards to the collection of internet cookies - for example, you may delete, block and/or refuse cookies, or you may elect to be notified before cookies are placed.
 - iii. *Log Files* - Modern websites often collect user data in the form of log files. This is a modern way to log when and from where a user enters our website. This data may include information such as internet protocol (IP) addresses, browsers, date and time stamps, referral links through which you entered our website, demographic information, and the number of clicks a user makes on our site. This information is separate from Personal Information described above and does not include information that is personal to you on an individual level. This information is used to track general traffic flow and

usage of our website, in addition to other trends and statistics such as the number of visitors to a certain page on our website.

- iv. *Transaction Information* - When you download or purchase a product from our website, certain information may be collected, such as the date of the purchase and product details. This information is collected and used for internal purposes only, in order to enhance the general user experience. If you purchase one of our products, certain data is required to fulfill your request, such as credit card numbers/expiration dates/security codes, billing information and addresses, zip codes, and names, which will be processed through a third-party payment program. This information will not be shared intentionally with any party other than the third-party programs responsible for processing your payment and procuring payment to us.
 - v. *Third-Party Information* - From time to time, we may receive information from third-party programs or plugins, such as Stripe, Google, WordPress, or through social media platforms.
- b. Information may be collected in one or more of the following ways:
- i. *Provided by you, the user* - Our website may ask you to input Personal Information from time to time. For instance, we request your e-mail address and name to send you a protected piece of content or may ask for your e-mail address when you have a question relating to customer service or consultations. You may also provide personal information voluntarily via email.
 - ii. *Collected from internet browsers or devices* - From time to time, data is collected and sent to us automatically by your web browser or device. Information collected in this category tends to include your IP address, links clicked, pages visited, and time stamps of visits. This information tends not to be personally identifiable.
 - iii. *Cookies, pixels, web beacons, widgets, and other modern technologies* - This site uses cookies to collect information to monitor and aggregate web traffic to our site. This site may also use web beacons, pixels, and social media widgets to help us understand browsing activity and traffic patterns. This information helps us improve our website, Services, and the user's online experience. For example, social media widgets may be placed on our website by third-party social media platforms to allow you to interact with our social media accounts. These modern technologies may also collect browsing data, although the collection and use of data amongst these third-parties is subject to their control and respective privacy policies. Please see Section 10 below for information as to how you can opt out or limit how we use cookies.

10. INFORMATION USED

- a. By using our website, you hereby agree that any and all information collected in Section 8 hereto may be **used** for the following purposes:

- i. To provide content, products, and other Services to you;
 - ii. To process and provide services, which may include sending e-mails to you;
 - iii. To communicate with you, such as via e-mail, including promotional e-mails, newsletters, and product attachments;
 - iv. To provide customer service and manage individual accounts;
 - v. To provide a you with a personalized online experience;
 - vi. To grant you access to certain content and services online;
 - vii. To educate us on our user's tendencies and preferences;
 - viii. To fulfill a contract we have with you;
 - ix. To optimize our website and our users' experience;
 - x. To prevent, mitigate, and investigate security breaches;
 - xi. To verify or authenticate information;
 - xii. To respond to lawful requests from government authorities, if applicable;
 - xiii. To resolve disputes with users;
 - xiv. To prevent fraud or security issues;
 - xv. To fulfill or enforce our agreements with third-parties;
 - xvi. To enforce our Terms of Use.
 - xvii. To protect our legitimate business interests, which include but are not limited to: i) providing or administering Services to you and our users; ii) maintaining records; iii) analyzing data for business purposes and quality assurance; iv) communicating with you regarding the administration of Services and our obligations associated therewith; v) legal purposes, such as in dispute resolution, litigation, investigations, or regulatory purposes.
- b. The Personal Information collected and used may be shared with certain third-parties. Personal Information may be **shared** in the following ways:
- i. *Service providers* - Personal Information may be shared with third-party programs, platforms, and providers in exchange for data, analytics, reports, or confidentiality agreements. Third-party providers include, but are not limited to, the following: website hosts, e-commerce platforms, payment providers and payment processors, website plugins, e-mail servicing programs, marketing consultants, and brand advisors. These third-party providers shall only collect, use, maintain and share your information to the extent that doing so furthers the services they provide to us. Any use beyond that scope shall be deemed an unauthorized use, of which you hereby agree to indemnify us.
 - ii. *Social sharing* - Personal Information may be shared by you if you elect to post content on our website, social media pages, or accounts. Your Personal Information may also be disclosed when you elect to connect your social media accounts to your accounts on our website or e-commerce page, which is then subject to the privacy policy of the respective social media platform.
 - iii. *Asset Sale or Transfer* - Personal Information may also be shared in the event of a merger, acquisition, asset sale, or other transfer of our business and assets.
 - iv. *Legal and/or Regulatory Disclosures* - Personal Information may also be shared if necessary to further a legal, regulatory, audit, or professional investigation.

- c. The Personal Information that is collected will be stored in a commercially reasonable manner for as long as is necessary to protect our legitimate business interests, and to comply with applicable law. We reserve the right to collect and store your Personal Information to the extent that it is not prohibited by law.
- d. We do not sell or license your Personal Information to third-parties for their own marketing or commercial purposes without your consent.

11. CHOICE AND OPT-OUT

- a. *Cookies & Behavioral Based Advertising* - We may work with third-parties, such as Google and Facebook, for marketing, advertising and other legitimate business purposes. For information as to how you can opt-out of some of these advertising services, be sure to change your internet browser's settings to block cookies or ask permission before collecting cookies.
- b. *E-mail Marketing* - We may, from time to time, require your e-mail address and other Personal Information to use our Services. If you do not want us to contact you via e-mail for promotional purposes, account management, updates, or product information, then you can elect not to share your e-mail address with us (although it may nevertheless be necessary to utilize a certain Service). At any time, you may manage your e-mail subscription preferences by contacting us at ashley@counselling-wellness.ca at the link on the bottom of each e-mail sent by us.
- c. *Google Analytics* - In order to opt out of Google Analytics, you may visit: <https://tools.google.com/dlpage/gaoptout>.

12. GOVERNING LAW & VENUE

- a. Ashley Schofield-McEachern c.o.b. Whispering Pines Counselling & Wellness is located in Canada and is subject to the applicable laws governing the Province of Ontario.

13. INTELLECTUAL PROPERTY & STOCK PHOTOGRAPHY

- a. *Stock Photography* - This website may use free stock photography as part of its design. All stock images used have an irrevocable, non-exclusive copyright license to download, copy, distribute, use, and modify the photos for free, including for commercial purposes. Use of said stock photography is permissible under applicable laws without permission from the photographer or attributing the work to the photographer.
- b. *Intellectual Property* - This website, content and products contain intellectual property owned by us. and by third-parties that license some intellectual property to us. This Agreement is intellectual property owned by us. Other examples of intellectual property found on our website and within our products and Services include, but are not limited to: trademarks, service marks, layout, logos, business name, design, text, written copy, certain images, podcast recordings, videos, audio files, and all of our paid products (collectively referred to as "Intellectual Property"). You shall not copy, publish, transmit,

transfer, sell, create derivative works from, reproduce, or in any way exploit any of the Intellectual Property owned by us and the third-parties described within this Section in either whole or part without prior written consent.

14. MISCELLANEOUS

- a. *Amendments* - We reserve the right to amend this Agreement from time to time. You are bound by any changes made after the publication of the changes on our website. We will take reasonable efforts to notify you of any changes that are made.
- b. *Headings & Severability* - Headings are included for convenience purposes only and shall not affect the construction of this Agreement. If any portion of this Agreement is held to be unenforceable, it shall not affect the remaining portions of the Agreement, which shall remain in full effect. If any portion of this Agreement is held to be unenforceable, then the unenforceable portion shall be construed in compliance with applicable law in a light most favorable to the original intentions of the parties. If the unenforceable portion of the Agreement is found by a competent court of this jurisdiction to be contrary to law, then it shall be changed and interpreted to best reflect the original intentions of the parties, and all other provisions shall remain in full force and effect.
- c. *Entire Agreement* - This Agreement reflects the entire agreement between the parties. This Agreement trumps any other existing negotiations, communications, or Agreements between the parties, whether written, oral, or electronic, and is the full extent of the Agreement between the parties.
- d. *All Rights Reserved* - All rights not expressly granted in this Agreement are reserved by us.

15. SPECIFIC PRODUCTS TERMS OF USE

- a. *Complimentary 15 Minute Consult (Optional)* - The purpose of this free consultation is to:
 - i. obtain a brief overview of the presenting issue/problem you are seeking help for and your hopes for therapy;
 - ii. discuss my approach and support I can offer;
 - iii. review expectations of therapy (e.g., frequency of sessions, fees);
 - iv. answer any questions you may have; and
 - v. decide whether we're a good fit to work together.
- b. This consult serves as a touchpoint for prospective clients. It is not intended for the purpose of giving advice, solving an immediate problem, or responding to crisis, or to take the place of a therapy session as I am not your therapist at this point. If we decide to move forward, an intake session will be booked where informed consent will be reviewed, and personal health information and history obtained.

16. GENERAL TERMS OF USE

- a. *Refund Policy* - Due to the nature of the products and Services provided, and the electronic transmission of same, you hereby agree and acknowledge that all sales are final. You agree and acknowledge that your purchase of any product or Service is non-refundable, under any circumstances.
- b. *Limited License* - You acknowledge that any and all products or Services that you download are for your own personal and internal business use. You shall not copy, reproduce, transmit, modify, edit, create derivative works from, alter, sell, or share with others any products or Services that you purchase or download from our website, without prior written consent or unless provided otherwise. We grant you a limited, personal, non-exclusive, and non-transferable license to use the Products for your personal and internal business use.

17. UPDATES

[RESERVED]

18. CONTACT

- a. *Individual Access* - Upon written request, we will inform an individual of the existence, use, and disclosure of his/her personal information and give him/her reasonable access to that information. We may deny access for legally permissible reasons (such as situations where the information is prohibitively costly to provide), if it contains references to other individuals, or where it cannot be disclosed for legal, security, or commercial proprietary reasons. We will advise the individual of any reason for denying an access request.
- b. *Corrections* - When an individual successfully demonstrates the inaccuracy or incompleteness of personal information held by us, we will correct or update the information as required.
- c. *Filing Inquiries and Complaints* - We will investigate all written complaints and respond to all written inquiries. If we find a complaint to be justified, we will take appropriate measures to resolve it.
- d. *Opt Out* - To file an opt-out request, request access to your information, report incorrect information or file a complaint, please write to ashley@counselling-wellness.ca