

## **PRIVACY POLICY FOR WEBSITE: *keepgrowingcounselling.com.au***

Effective Date: 11/09/2023

This privacy policy (hereinafter "Privacy Policy") deals with the protection of Your privacy while You use my website which is hereinafter referred to as "the Product" and which is located at: [keepgrowingcounselling.com.au](http://keepgrowingcounselling.com.au)

The Product is owned and operated by: Sarah Florenze

We are committed to the protection of Your privacy while You use the Product.

This Privacy Policy only applies to the Product. The Product may contain links to other websites or applications, but if that is the case, the Privacy Policy does not apply to any of those linked websites or applications.

We gather certain information from users of the Product, so this Privacy Policy explains what information we collect, how we use it, and your rights in relation to it.

By continuing to use the Product You acknowledge that You have had the chance to review and consider this Privacy Policy, and You acknowledge that You agree to it. This means that You also consent to the use of Your information and the method of disclosure as described in this Privacy Policy. If You do not understand the Privacy Policy or do not agree to it then please do not use the Product.

### **1. DEFINITIONS**

*"Company IP"* includes, but is not limited to, the contents, layout, design, colours, appearance, graphics and imagery of the Website, Content and Materials as well as all copyrights, trademarks, trade secrets, patents and other intellectual property contained in the Product, Content and Materials.

*"Content"* means any content, writing, images, audiovisual content or other information published on the Product.

*"Effective Date"* means the date that this Privacy Policy comes into force.

*"Goods"* means any or all goods provided by or on the Product.

*"Items"* means any and all of the Product, Goods, Content and Materials collectively.

*"Materials"* means any materials, information or documentation that We may provide to You in connection with Your use of the Goods or Product including documentation, data, information developed by Us or owned by Us, and other materials which may assist in Your use of the Goods or Product.

*"Parties"* means both You (the user of the Product) and Us (the owner of the Product) collectively.

*"Personal Information"* means information that we obtain from You in connection with Your use of the Product.

*"Privacy Policy"* means this privacy policy.

*"Product"* means the website including all pages, all sub pages, all blogs, all forums, all other connected pages and all other connected internet content whatsoever, the home page or main page of which is located at: [keepgrowingcounselling](http://keepgrowingcounselling.com)

*"Third Party Links"* means links or references to websites other than the Website, to content other than the Content or to materials other than the Materials, none of which are controlled by Us.

*"Us", "We", "Our" or "the Owner"* refers to Sarah Florenze.

*"Us", "We", "Our" or "the Owner"* also includes any employees, affiliates, agents or other representatives of Sarah Florenze.

*"You" or "Your"* refers to the user of the Website.

*"Your Content"* means any Content posted to or added to the Website, Content or Materials by You or by somebody authorised by You or doing so on Your behalf.

## **2. INTERPRETATION**

a. In this Privacy Policy, unless the context otherwise requires, the following rules of interpretation shall apply:

I. Words referring to one gender include every other gender.

II. Words referring to a singular number include the plural, and words referring to a plural include the singular.

III. Words referring to a person or persons include companies, firms, corporations, organisations and vice versa.

IV. Headings and titles are included in this Privacy Policy for convenience only and shall not affect the interpretation of this Privacy Policy.

V. Each Party must, at its own expense, take all reasonable steps and do all that is reasonably necessary to give full effect to this Privacy Policy and the events contemplated by it.

VI. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

### **3. TYPE OF INFORMATION AND HOW IT IS COLLECTED**

- a. When You use the Product, We may collect information from You through automatic tracking systems (such as information about your browsing preferences).
- b. In addition, We may collect information that You volunteer to Us (such as information that You provide during a sign up process or at other times while using the Product).
- c. In order to access some specific features of the Product, You are required to provide some Personal Information. During this process, We collect some of Your Personal Information, in the following manner:
  - I. We will not collect information that identifies You personally, except when You specifically volunteer that information to Us when using specific Product features. These specific Product features might include, but are not limited to:
    - A. making purchases
  - II. In addition to any Personal Information that You are required to provide in order to access these additional Product features, in some cases You may be required to provide more specific information. For example, in order to make purchases, You may need to provide credit card information, billing information and postal addresses.

### **4. COOKIES**

- a. Cookies are small files stored on Your computer or mobile device which collect information about Your browsing behaviour. We do not use cookies in connection with the Product.

### **5. HOW YOUR INFORMATION IS STORED**

- a. Please note that no systems involving the transmission of information via the internet, or the electronic storage of data, are completely secure. However, we take the protection and storage of Your Personal Information very seriously. We take all reasonable steps to protect Your Personal Information.
- b. We use appropriate physical, digital, managerial and security systems to store Your Personal Information and to protect it against unauthorised access, destruction or disclosure.

## **6. COMBINING INFORMATION**

a. We do not combine, link or aggregate any of Your Personal Information with other Personal Information of Yours which We are holding.

## **7. HOW YOUR INFORMATION IS USED**

a. We use Your Personal Information to help us improve your experience with Our Product. We may use Your Personal Information for purposes including but not limited to:

- I. order fulfilment.
- II. providing customer service to You.
- III. intake purposes only.

## **8. VULNERABLE USERS**

a. We may collect information from specific categories of users who may be particularly vulnerable, including: but not limited to children, adolescents, parents.

b. Information collected from vulnerable users in accordance with this clause is collected for the purpose of:

Managing client information

To prepare about the challenges you, your child or pre-teen is facing.

Ensuring client safety

Helping clinicians become acquainted with a client.

Allowing clients (and parents) to become more involved in the treatment process.

c. Information collected from vulnerable users in accordance with this clause, is collected, used and if applicable, disclosed, in the following circumstances and in accordance with the following procedure:

A counseling intake form is a document used to gather information about potential clients, their reasons for coming, complaints, and expectations before starting sessions. In light of this information, the expert decides in advance what kind of consultancy they will provide to the customer and which methods to use.

Confidentiality is a means of providing the client with safety and privacy and thus protects client autonomy. For this reason, any limitation on the degree of confidentiality is likely to diminish the effectiveness of counselling. In cases where the client's safety is in jeopardy any confidentiality agreements that may interfere with this safety are to be considered void.

## **9. MERGER, RESTRUCTURE OR SALE OF OUR BUSINESS**

- a. Part or all of Our business may be merged, restructured or sold including but not limited to through an ordinary sale of business or of stock, a corporate reorganisation, a change in control, bankruptcy or insolvency proceedings.
- b. In the event that such a merger, restructure or sale occurs as described in the preceding sub-clause hereof, We may transfer Your Personal Information, including personally identifiable information, as part of that merger, restructure or sale.

## **10. ACCESSING, UPDATING AND CORRECTING YOUR PERSONAL INFORMATION**

- a. You have the right to request access to any of Your Personal Information which We are holding.
- b. You have the right to request that any of Your Personal Information which We are holding be updated or corrected.
- c. In order to request access, an update or a correction to Your Personal Information, you may contact us using the details at the end of this Privacy Policy.

## **11. DISCLAIMER REGARDING SECURITY**

By continuing to use the Product, You agree to the terms of this Privacy Policy. You acknowledge, agree and accept that no transmission of information or data via the internet is completely secure. You acknowledge, agree and accept that We do not guarantee or warrant the security of any information that You provide to Us, and that You transmit such information at Your own risk.

## **12. CHANGES TO THIS POLICY**

- a. We may make changes to this Privacy Policy at any time in Our sole discretion.
- b. If We make changes to this Privacy Policy, unless We obtain Your express consent to those changes, then such changes will only apply to any information that We obtain from You after the date that the changes take effect.
- c. If We make changes to this Privacy Policy, Your continued use of the Product after the date that the changes take effect confirms that You acknowledge, accept and agree to those changes.

### **13. COMPLAINTS**

a. We take customer satisfaction very seriously. If You have a complaint in relation to Our handling of Your Personal Information, We will endeavour to handle it promptly and fairly. For Your information, an overview of Our complaints handling procedure is as follows:

I. Complaints to Keep Growing Counselling will endeavor to be responded within 7 days. After that period, I may contact you to request further information. Upon discussions, Keep Growing Counselling will attempt to provide a reasonable resolution. In any case, I aim to review, and respond and resolve to all complaints within 21 days.

II. If You have a complaint in relation to Our handling of Your Personal Information, You should use the following procedure to lodge Your complaint with Us:

Email [keepgrowingcounselling@outlook.com](mailto:keepgrowingcounselling@outlook.com). Please describe the nature of the complaint including relevant dates, any consequences that may have occurred and what you believe should be done to assist and rectify the situation.

III. If You are not satisfied with Our response to Your complaint, You may refer your complaint to the relevant external dispute resolution organisation in Your area.

### **14. CONTACT US**

You can contact Us about this Privacy Policy using the following details:

Sarah Florenze  
M: 0491 037 465  
E: [keepgrowingcounselling@outlook.com](mailto:keepgrowingcounselling@outlook.com)  
4/18 Manning Street, KIAMA 2533