

# WEBSITE PRIVACY POLICY

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**If you have concerns about any medical condition, diagnosis, or treatment, please make an appointment with us or another licensed health care provider.**

We are committed to protecting the privacy of visitors to our website (“Website”). Undivided Attention, LLC (collectively “Undivided Attention,” “us,” “our,” or “we”) owns and manages this Website. This Privacy Policy, along with our Terms & Conditions, explains how we gather and use your information as it relates to your activities on this Website.

If you use this Website, you consent to our collection, use, and disclosure of your information as described in this Privacy Policy. We may change this policy without notice, and your use signifies that you agree to be bound by any changes.

## 1. **How we collect information about you.**

### *A. We may collect technical information.*

Our Website’s server and management system routinely collects information about the origin and site navigation of visitors to this Website. This data might include technical information (e.g., your processor type, processor speed, operating system type, browser type, audio devices, modem devices, video cards, page views, and protocol address). Collected technical information is not linked to any of your personal identifying information. Undivided Attention may use this information to manage or modify this Website.

### *B. We may collect personal information.*

Undivided Attention only collects personally identifiable information if you expressly provide it to us. Consistent with our Website Terms and Conditions, you allow Undivided Attention to collect, use, and disclose your information, such as your name, email, phone number, and date of birth.

### *C. We may use cookies.*

We may decide to use cookies to collect anonymized information about how our visitors use this Website. This allows us to improve the Website and personalize your visit experience. Cookies are small data text files that are sent from a server computer to your computer during a web browsing session. The cookies are typically stored on your computer’s hard drive, and websites use them to simulate a continuous connection to that site and to allow a computer to automatically identify your browser when you visit the website. Some browsers automatically accept cookies, but you may be able to prevent cookies by changing your browser’s settings. Please visit [www.allaboutcookies.org](http://www.allaboutcookies.org) if you want to learn more about cookies.

## **2. How we use your information.**

### *A. We may use personally identifiable information.*

Undivided Attention may use personally identifiable information that you share with us as follows. We may use it: (1) if you elect to receive information about Undivided Attention's sessions, items, or services, to provide you with such information, including for our own marketing and promotional materials; (2) to improve this Website; and (3) to create non-personal summary or aggregate data for business analysis, market analysis, communications management, research, planning, and other lawful purposes. We will never sell or lease your information.

### *B. You may optout of communications with us.*

If you no longer wish to receive our marketing or promotional communications, please contact us with your request. We will respect your wish to opt out of communications.

## **3. Do not provide us with your Protected Health Information (“PHI”).**

### *A. We take confidentiality and privacy seriously.*

Our Privacy Policy details how Undivided Attention approaches the confidentiality of its visitors and clients. We take our responsibility to protect the privacy of your information seriously. However, because this Website is not intended to transmit or store protected health information (“PHI”), Undivided Attention's activities as they relate to this Website may not comply with the Health Insurance Portability and Accountability Act (“HIPAA”). The protections extended to our business records and data are not necessarily extended to non-PHI-related information shared or transmitted on this Website, unless expressly stated otherwise.

### *B. We have no affirmative duty to monitor the information that you provide.*

Other than as necessary to schedule an appointment or submit an inquiry through any HIPAA-compliant third-party vendor's portal, it is important that you not use, provide, transmit, store, or disclose any PHI through our Website. Consistent with our Website Terms and Conditions, we have no affirmative duty to monitor the sensitivity or type of the data that you might provide, transmit, store, or disclose while using this Website. If we have actual knowledge that you are using, providing, transmitting, storing, or disclosing PHI through our Website, we may revoke your access to the Website and its Content.

### *C. You indemnify us against damages from your sharing of PHI.*

If you use, provide, transmit, store, or disclose PHI in connection with this Website or the Content (in violation of this Privacy Policy and our Terms & Conditions), you agree to

indemnify Undivided Attention against any damages, losses, liabilities, judgments, costs, or expenses (including reasonable attorney fees and costs) arising out such use, provision, transmission, storage, or disclosure of PHI.

#### **4. This Website does not knowingly collect information about children under the age of 18.**

We do not knowingly collect personally identifiable information from any person we know to be under eighteen. If we inadvertently come to possess personally identifiable information about a child under the age of eighteen, we will not knowingly disclose that information to any third party.

#### **5. Security of Third-Party Websites.**

##### *A. Third-party website links.*

Undivided Attention may provide links on this Website to unaffiliated third-party websites. Such websites include but are not limited to those for appointment scheduling, credit card processing platforms, reviews, external resources, EMR systems, and social media pages. If you follow these links, you demonstrate your agreement that we are not responsible for and do not control the information on these websites. Prior to following any third-party link, you should review that website's privacy policy and terms of use, as your visit to the website may bind you to those third-party terms and policies.

#### **6. How we monitor social media.**

Undivided Attention may be active on social media, and we encourage your participation in our social media channels. This may include our blog(s), Facebook, Instagram, and other channels (collectively our "social media"). We may expand or narrow our available social media channels without notice. This policy applies to our activities on any social media outlet, on this Website, and on those websites and social media accounts that you access through our affiliates.

Your participation in our social media channels demonstrates your agreement that Undivided Attention may monitor and remove any postings or content that, at its sole discretion, we deem to be inappropriate.

##### *A. Our social media activity does not constitute health advice.*

Our social media postings and website content do not constitute medical or health care advice, and they are not a substitute for the advice of a licensed health care professional who is familiar with your health history. Even if the posting user is a licensed health care professional, their comments should not be construed as personal health advice. If you have

a health or medical concern, you should always personally consult with a physician or licensed health care provider.

*B. We prohibit certain content on our social media.*

Your activity on Undivided Attention's social media is public, and information shared on social media often cannot be un-shared. Your decision to post something may be irrevocable, or incapable of being undone. Please be cautious to not disclose personally identifiable information, such as your location, medical history, or financial information.

Accordingly, you alone are responsible for your activity on Undivided Attention's social media. You specifically agree not to: (1) misrepresent yourself or use another person's identity; (2) engage in harassment, defamation, personal attacks, spam, offensive content, or illegal activities; or (3) publish illegal, obscene, defamatory, threatening, unlawful, disruptive, profane, harassing, or abusive content.

*C. We have no duty to monitor our social media accounts.*

Undivided Attention may, but has no affirmative duty to, oversee its social media accounts. Your use signifies your understanding that Undivided Attention may monitor, prohibit, restrict, block, suspend, terminate, or delete your access to its social media at any time. We may review, edit, and/or delete anything you publish on Undivided Attention's social media without notice and in our sole discretion.

*D. Visitors may reproduce postings on our social media.*

If you post content on Undivided Attention's social media, you provide us with a non-exclusive, royalty-free, and worldwide license to reproduce, distribute, edit, reformat, publish, or display the content for any purpose. You acknowledge that Undivided Attention cannot and does not control the conduct of other visitors to its social media, who may reproduce visitors' posts without permission.

The opinions expressed by individuals who are unaffiliated with Undivided Attention do not reflect our opinions.

## **7. This Privacy Policy is hereby incorporated into the Website Terms & Conditions.**

This Privacy Policy is hereby incorporated into our Terms & Conditions. By using this Website, you signify that you have read, understood, and agree to be bound by this Privacy Policy and the Terms & Conditions. Do not use this Website if you do not agree to this. Your continued use of this Website signifies your agreement to any changes that Undivided Attention may make to this Privacy Policy or to our Terms & Conditions.

## **8. California Shine the Light Law.**

To the extent that Undivided Attention is subject to California Civil Code Section 1798.83 (commonly known as the “Shine the Light” law), it will comply. To the extent that Undivided Attention is subject to California Civil Code Section 1798.83 (commonly known as the “Shine the Light” law), it will so comply. In order to exercise your rights under California’s Shine the Light law, you must make your request to Undivided Attention by email or Undivided Attention’s registered mailing address. Your request must state that you are exercising your rights under Shine the Light, Cal. Civ. Code § 1798.83, and must provide to Undivided Attention sufficient information to identify you as a consumer. If Undivided Attention deems it is obligated to respond to a Shine the Light request, it will respond to the consumer within 30 calendar days.

## **9. The European Union’s General Data Protection Regulation (“GDPR”).**

The European Union (“EU”) has adopted the General Data Protection Regulation (“GDPR”). The GDPR is an expansive data privacy and protection framework of laws designed to protect the personal data of individuals located in the EU. The GDPR applies to an entity that maintains an establishment in the EU if it processes personal data in the context of that EU establishment.

Undivided Attention does not maintain an establishment in the EU but may conduct real exercise of activity through stable arrangements. Undivided Attention may conduct data processing activities related to the offering of goods or services to data subjects in the EU. Any data processing carried out on the Website is done lawfully under Article 6(1)(f) of the General Data Protection Regulation. To any extent that Undivided Attention is subject to GDPR regulations, it will comply.

## **10. California Consumer Privacy Act.**

To the extent that Undivided Attention is subject to California Civil Code Section 1798.100, commonly known as the California Consumer Privacy Act of 2018 (“CCPA”), it will so comply. If a consumer is a California resident as defined by Cal. Civ. Code § 1798.100, the consumer may ask Undivided Attention to disclose to them what personal information Undivided Attention has, what we do with the information, to request that we delete your personal information, and to request that we not sell your personal information. A California resident may also request to be notified, before or at the point Undivided Attention collects the resident’s information, of the types of personal information Undivided Attention is collecting and what we do with that information. Undivided Attention does not discriminate against consumers who exercise their rights under the CCPA. To find out more about the CCPA, you may visit [oag.ca.gov/privacy/ccpa](https://oag.ca.gov/privacy/ccpa).

## **11. “Do Not Track” feature.**

For some web browsers, a “Do Not Track” feature is available to signal that you do not want the websites that you visit to track your online activity. How browsers communicate and respond to the Do Not Track feature is not yet uniform. For this reason, like with many other websites, Undivided Attention’s Website does not currently respond to or alter its practices in response to a Do Not Track signal.

By your continued use of our Website, you acknowledge and understand that third parties may collect personal information regarding your online activities over time and across different websites when you visit Undivided Attention’s Website, or other websites and services. To find out more about the “Do Not Track” feature, you may visit <http://www.allaboutdnt.com>.

## **12. How to Contact Us**

If you have any questions or comments about this Privacy Policy, please contact us at the phone, email, or “Contact Us” box on this Website.