

This Policy applies to Our use of any and all data collected by us in relation to your use of Our Site. Please read this Privacy Policy carefully and ensure that you understand it. Your acceptance of Our Privacy Policy is deemed to occur upon your first use of Our Site. If you do not accept and agree with this Privacy Policy, you must stop using Our Site immediately.

## 1. Definitions and Interpretation

In this Policy the following terms shall have the following meanings:

“Account”

means an account required to access and/or use certain areas and features of Our Site;

“Cookie”

means a small text file placed on your computer or device by Our Site when you visit certain parts of Our Site and/or when you use certain features of Our Site. Details of the Cookies used by Our Site are set out in section 12, below;]

“Our Site”

means this website, [Westhartfordcounselingandcoaching.com](http://Westhartfordcounselingandcoaching.com) (“United States and EU Cookie Law”).

means the relevant parts of the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended in 2004, 2011 and 2015; and]

“We/Us/Our”

means West Hartford Counseling and Coaching, a Limited Liability Corporation registered in United States whose address is 639 Prospect Avenue, 3rd Floor, Hartford CT 06105

## 2. Information About Us

2.1.1 Our Site, [[westhartfordcounselingandcoaching.com](http://westhartfordcounselingandcoaching.com)] is [owned and] operated by West Hartford Counseling and Coaching[ an incorporated company registered in the United States whose registered address is 639 Prospect Avenue, 3rd Floor, Hartford CT 06105

2.1.2 Our data protection officer is Jackie who can be contacted at Jackie@westhartfordcounselingandcoaching.com.

### **3. Scope – What Does This Policy Cover?**

This Privacy Policy applies only to your use of Our Site. It does not extend to any websites that are linked to from Our Site (whether We provide those links or whether they are shared by other users). We have no control over how your data is collected, stored or used by other websites and We advise you to check the privacy policies of any such websites before providing any data to them.

### **4. What Data Do We Collect?**

Some data will be collected automatically by Our Site (for further details, please see section 12 on our use of Cookies, other data will only be collected if you voluntarily submit it and consent to Us using it for the purposes set out in section 5, for example, when signing up for an Account. Depending upon your use of Our Site, We may collect some or all of the following data:

4.1.1 Name;

4.1.2 date of birth;

4.1.3 gender;

4.1.4 business/company name

4.1.5 job title;

4.1.6 profession;

4.1.7 contact information such as email addresses and telephone numbers;

4.1.8 demographic information such as postcode, preferences, and interests;

4.1.9 financial information such as credit/debit card numbers;

4.1.10 IP address (automatically collected);

4.1.11 web browser type and version (automatically collected);

4.1.12 operating system (automatically collected);

4.1.13 a list of URLs starting with a referring site, your activity on Our Site, and the site you exit to (automatically collected);

4.1.14 add further information as required.

## **5. How Do We Use Your Data?**

5.1.1 All personal data is stored securely in accordance with the EU General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR). For more details on security see section 6, below.

5.1.2 We use your data to provide the best possible products and services to you. This includes:

5.1.2.a.1 Providing and managing your Account;

5.1.2.a.2 Providing and managing your access to Our Site;

5.1.2.a.3 Personalizing and tailoring your experience on Our Site;

5.1.2.a.4 Supplying Our products and services to you;

5.1.2.a.5 Personalizing and tailoring Our products and services to you;

5.1.2.a.6 Responding to communications from you;

5.1.2.a.7 Supplying you with email e.g. newsletters, alerts etc. that you have subscribed to (you may unsubscribe or opt-out at any time by Insert Description of Unsubscription Method);

5.1.2.a.8 Market research;

5.1.2.a.9 Analyzing your use of Our Site and gathering feedback]to enable Us to continually improve Our Site and your user experience;

5.1.3 In some cases, the collection of data may be a statutory or contractual requirement, and We will be limited in the products and services We can provide you without your consent for Us to be able to use such data.

5.1.4 With your permission and/or where permitted by law, We may also use your data for marketing purposes which may include contacting you by email with information, news and offers on Our products and services]. We will not, however, send you any

unsolicited marketing or spam and will take all reasonable steps to ensure that We fully protect your rights and comply with our obligations under the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended in 2004, 2011 and 2015.

5.1.5 Advertisers, if applicable, whose content appears on Our Site may engage in what is known as “behavioral advertising” – advertising which is tailored to your preferences, based on your activity. Your activity is monitored using Cookies, as detailed below in section 12. You can control and limit your data used in this way by adjusting your web browser’s privacy settings. Please note that We do not control the activities of such advertisers, nor the information they collect and use. Limiting the use of your data in this way will not remove the advertising, but it will make it less relevant to your interests and activities on Our Site.

5.1.6 Under GDPR we will ensure that your personal data is processed lawfully, fairly, and transparently, without adversely affecting your rights. We will only process your personal data if at least one of the following basis applies:

1.6.a) you have given consent to the processing of your personal data for one or more specific purposes;

1.6.b) processing is necessary for the performance of a contract to which you are a party or in order to take steps at the request of you prior to entering into a contract;

1.6.c) processing is necessary for compliance with a legal obligation to which we are subject;

1.6.d) processing is necessary to protect the vital interests of you or of another natural person;

1.6.e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller; and/or

1.6.f) processing is necessary for the purposes of the legitimate interests pursued by us or by a third party, except where such interests are overridden by the fundamental rights

and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

## **6. How and Where Do We Store Your Data?**

6.1.1 We only keep your data for as long as we need to in order to use it as described above in section 5, and/or for as long as We have your permission to keep it. In any event, We will conduct an annual review to ascertain whether we need to keep your data. Your data will be deleted if we no longer need it in accordance with the terms of our Data Retention Policy.

6.1.2 Some or all of your data may be stored or transferred outside of the European Economic Area (“the EEA”) (The EEA consists of all EU member states, plus Norway, Iceland and Liechtenstein) and USEA ( United States Economic Area). You are deemed to accept and agree to this by using Our Site and submitting information to Us. If We do store or transfer data outside the EEA or THE USEA, we will take all reasonable steps to ensure that your data is treated as safely and securely as it would be within the EEA USEA and under the GDPR. Such steps may include, but not be limited to, the use of legally binding contractual terms between Us and any third parties We engage and the use of the US and EU-approved Model Contractual Arrangements. If We intend at any time to transfer any of your data outside the USEA or the EEA, We will always obtain your consent beforehand.

6.1.3 Data security is of great importance to Us, and to protect your data We have put in place suitable physical, electronic and managerial procedures to safeguard and secure data collected through Our Site.

6.1.4 Steps We take to secure and protect your data include:

6.1.4.a.1 We do not retain Credit Card information.

6.1.5 Notwithstanding the security measures that We take, it is important to remember that the transmission of data via the internet may not be completely secure and that you are advised to take suitable precautions when transmitting to Us data via the internet.

## **7. Do We Share Your Data?**

7.1.1 We may share your data with other companies in Our group. This includes Our subsidiaries AND/OR Our holding company and its subsidiaries.

7.1.2 We may contract with third parties to supply products and services to you on Our behalf. These may include payment processing, delivery of goods, search engine facilities, advertising and marketing. In some cases, the third parties may require access to some or all of your data. Where any of your data is required for such a purpose, We will take all reasonable steps to ensure that your data will be handled safely, securely, and in accordance with your rights, Our obligations, and the obligations of the third party under the law.

7.1.3 We may compile statistics about the use of Our Site including data on traffic, usage patterns, user numbers, sales and other information. All such data will be anonymised and will not include any personally identifying information. We may from time to time share such data with third parties such as prospective investors, affiliates, partners and advertisers. Data will only be shared and used within the bounds of the law.

7.1.4 In certain circumstances We may be legally required to share certain data held by Us, which may include your personal information, for example, where We are involved in legal proceedings, where We are complying with the requirements of legislation, a court order, or a governmental authority. We do not require any further consent from you in order to share your data in such circumstances and will comply as required with any legally binding request that is made of Us.

## **8. What Happens If Our Business Changes Hands?**

8.1.1 We may, from time to time, expand or reduce Our business and this may involve the sale and/or the transfer of control of all or part of Our business. Data provided by users will, where it is relevant to any part of Our business so transferred, be transferred along with that part and the new owner or newly controlling party will, under the terms of

this Privacy Policy, be permitted to use the data for the purposes for which it was originally collected by Us.

8.1.2 In the event that any of your data is to be transferred in such a manner, you will [not] be contacted in advance and informed of the changes. When contacted you will be given the choice to have your data deleted or withheld from the new owner or controller.

## **9. How Can You Control Your Data?**

9.1.1 When you submit information via Our Site, you may be given options to restrict Our use of your data. We aim to give you strong controls on Our use of your data (including the ability to opt-out of receiving emails from Us which you may do by unsubscribing using the links provided in Our emails and at the point of providing your details AND/OR by managing your Account.

9.1.2 You may also wish to sign up to one or more of the preference services operating in the United States: The Telephone Preference Service (“the TPS”), the Corporate Telephone Preference Service (“the CTPS”), and the Mailing Preference Service (“the MPS”). These may help to prevent you receiving unsolicited marketing. Please note, however, that these services will not prevent you from receiving marketing communications that you have consented to receiving.

## **10. Your Right to Withhold Information and Your Right to Withdraw Information After You Have Given it**

10.1.1 You may access certain areas of Our Site without providing any data at all. However, to use all features and functions available on Our Site you may be required to submit or allow for the collection of certain data.

10.1.2 You may restrict your internet browser’s use of Cookies. For more information, see section 12 .

10.1.3 You may withdraw your consent for Us to use your personal data as set out in section in 5 at any time by contacting Us using the details set out in section 15, and We

will delete Your data from Our systems. However, you acknowledge this may limit Our ability to provide the best possible products and services to you.

### **11. How Can You Access Your Data?**

You have the legal right to ask for a copy of any of your personal data held by Us (where such data is held). Please contact Us for more details at Jackie@westhartfordcounselingandcoaching.com or using the contact details below in section 14.

### **12. Cookies**

Our Site may place and access certain first-party Cookies on your computer or device. First party Cookies are those placed directly by Us and are used only by Us. We use Cookies to facilitate and improve your experience of Our Site and to provide and improve Our products and services. By using Our Site you may also receive certain third party Cookies on your computer or device. Third-party Cookies are those placed by websites, services, and/or parties other than Us. Website analytics refers to a set of tools used to collect and analyze usage statistics, enabling Us to better understand how people use Our Site. For more details, please refer to Our Cookie Policy.

### **13. Summary of Your Rights under GDPR**

Under the GDPR, you have:

13.1 the right to request access to, deletion of or correction of, your personal data held by Us;

13.2 the right to complain to a supervisory authority;

13.3 be informed of what data processing is taking place;

13.4 the right to restrict processing;

13.5 the right to data portability;

13.6 object to processing of your personal data;

13.7 rights with respect to automated decision-making and profiling (see section 14 below).

To enforce any of the foregoing rights or if you have any other questions about Our Site or this Privacy Policy, please contact Us using the details set out in section 15 below.

#### **14. Automated Decision-Making and Profiling**

14.1 In the event that We use personal data for the purposes of automated decision-making and those decisions have a legal (or similarly significant effect) on You, You have the right to challenge to such decisions under GDPR, requesting human intervention, expressing their own point of view, and obtaining an explanation of the decision from Us.

14.2 The right described in section 14.1 does not apply in the following circumstances:

1.1.a.a) The decision is necessary for the entry into, or performance of, a contract between the You and Us;

1.1.a.b) The decision is authorised by law; or

1.1.a.c) You have given your explicit consent.

14.3 Where We use your personal data for profiling purposes, the following shall apply:

1.1.a.a) Clear information explaining the profiling will be provided, including its significance and the likely consequences;

1.1.a.b) Appropriate mathematical or statistical procedures will be used;

1.1.a.c) Technical and organisational measures necessary to minimise the risk of errors and to enable such errors to be easily corrected shall be implemented; and

1.1.a.d) All personal data processed for profiling purposes shall be secured in order to prevent discriminatory effects arising out of profiling.

14.4 We currently make the following automated decisions:

14.5 We currently profile your personal data for the following purposes:

Site membership content.

#### **15. Contacting Us**

If you have any questions about Our Site or this Privacy Policy, please contact Us by email at [Jackie@westhartfordcounselingandcoaching](mailto:Jackie@westhartfordcounselingandcoaching), by telephone on 860 385 1574 or by mail at

[West Hartford Counseling and Coaching, LLC](#). Please ensure that your query is clear, particularly if it is a request for information about the data We hold about you (as under section 11, above).

## **16. Changes to Our Privacy Policy**

We may change this Privacy Policy as we may deem necessary from time to time, or as may be required by law. Any changes will be immediately posted on Our Site and you will be deemed to have accepted the terms of the Privacy Policy on your first use of Our Site following the alterations. We recommend that you check this page regularly to keep up-to-date.

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West Hartford Counseling and Coaching

Data Retention Policy

### **Introduction**

This data retention policy sets out the obligations of West Hartford Counseling and Coaching (“us/we/our”) and the basis upon which we shall retain, review and destroy data held by us, or within our custody or control.

This policy applies to our entire organization including our officers, employees, agents and sub-contractors and sets out what the retention periods are and when any such data may be deleted.

### **Objectives**

It is necessary to retain and process certain information to enable our business to operate. We may store data in the following places:

our own servers;

any third party servers;

potential email accounts;  
desktops;  
employee-owned devices (BYOD);  
potential backup storage; and/or  
our paper files.

This policy applies equally to paper, electronic media and any other method used to store personal data. The period of retention only commences when the record is closed. We are bound by various obligations under the law in relation to this and therefore, to comply with the law, information must be collected and used fairly, stored safely and not disclosed to any other person unlawfully in respect of their personal data under the General Data Protection Regulation (“the Regulation”).

The Regulation defines “personal data” as any information relating to an identified or identifiable natural person (a data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

This Policy sets out the procedures that are to be followed when dealing with personal data and how we aim to comply with the Regulation in so far as it is possible. In summary, the Regulation states that all personal data shall be:

- 1.1.a) processed lawfully, fairly, and in a transparent manner in relation to the data subject;
- 1.1.b) collected for specified, explicit, and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;

1.1.c) adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;

1.1.d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that is inaccurate, having regard to the purposes for which they are processed, is erased or rectified without delay;

1.1.e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the Regulation in order to safeguard the rights and freedoms of the data subject;

1.1.f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures. The Fourth and Fifth Data Protection Principles require that any data should not be kept longer than necessary for the purpose for which it is processed and when it is no longer required, it shall be deleted and that the data should be adequate, relevant and limited for the purpose in which it is processed.

With this in mind, this policy should be read in conjunction with our other policies which are relevant such as our data protection policy and IT security policy.

### **Security and Storage**

All data and records are stored securely to avoid misuse or loss. We will process all personal data we hold in accordance with our IT Security Policy.

We will put in place procedures and technologies to maintain the security of all personal data from the point of collection to the point of destruction. Personal data will only be

transferred to a data processor if there is agreement by them to comply with those procedures and policies, or if there are adequate measures in place.

**Examples of our storage facilities are as follows:**

**West Hartford Counseling and Coaching**

We will maintain data security by protecting the confidentiality, integrity, and availability of the personal data, defined as follows:

(1.a) Confidentiality means that only people who are authorized to use the data can access it.

(1.b) Integrity means that personal data should be accurate and suitable for the purpose for which it is processed.

(1.c) Availability means that authorized users should be able to access the data if they need it for authorized purposes. Personal data should, therefore, be stored on the West Hartford Counseling and Coaching's central computer system.

**Retention Policy**

Data retention is defined as the retention of data for a specific period of time and for back-up purposes.

We shall not keep any personal data longer than necessary, but acknowledge that this will be dependent on the different types of documents and data that we have responsibility for. As such, our general data retention period shall be for a period of 10 years. Our specific data retention periods are set out below

**Type of data**

Customers

Business contacts

Employees

Contractors

Potential employees

Sensitive data

From time to time, it may be necessary to retain or access historic personal data under certain circumstances such as if we have contractually agreed to do so or if we have become involved in unforeseen events like litigation or business disaster recoveries.

### **Destruction and Disposal**

Upon expiry of our retention periods, we shall delete confidential or sensitive records categorized as requiring high protection and very high protection, and we shall either delete or anonymize less important documents.

Our Records Management Officer/Other Officer/Manager is responsible for the continuing process of identifying the records that have met their required retention period and supervising their destruction. The destruction of confidential, financial, and personnel-related records shall be securely destroyed electronically or by shredding if possible. Non-confidential records may be destroyed by recycling.

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## **West Hartford Counseling and Coaching**

### Terms and Conditions

**In using this website you are deemed to have read and agreed to the following terms and conditions:**

The following terminology applies to these Terms and Conditions, Privacy Statement and any disclaimer Notice and any or all Agreements: “Client”, “You” and “Your” refers to you, the person accessing this website and accepting the Company’s terms and conditions. “The Company”, “Ourselves”, “We” and “Us”, refers to our Company. “Party”, “Parties”, or “Us”, refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client’s needs in respect of provision of

the Company's stated services/products, in accordance with and subject to, prevailing United States Law. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

### **Privacy Statement**

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual Clients. We constantly review our systems and data to ensure the best possible service to our Clients. There are specific offenses for unauthorized actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible

### **Confidentiality**

Any information concerning the Client and their respective Client Records may be passed to third parties. However, Client records are regarded as confidential and therefore will not be divulged to any third party, other than our employees and if legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Clients with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

### **Disclaimer**

Exclusions and Limitations

The information on this website is provided on an “as is” basis. To the fullest extent permitted by law, this Company:

excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company’s literature; and

excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

This Company does not, however, exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

### **Availability**

Unless otherwise stated, the services featured on this website are available worldwide, or in relation to postings from the United States. All advertising is intended solely for the United States market. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs, and text available through this site.

Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

### **Log Files**

We use IP addresses to analyze trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

### **Cookies**

Like most interactive web sites this Company's website uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

### **Links to this website**

You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

### **Links from this website**

We do not monitor or review the content of other party's websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through

this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

### **Copyright and Trademark**

Copyright and other relevant intellectual property rights exist on all text relating to the company's services and the full content of this website.

### **Communication**

We have several different e-mail addresses for different queries. These & other contact information, can be found on our Contact Us link on our website or via company literature or via the company's stated telephone, facsimile or mobile telephone numbers. This company West Hartford Counseling and Coaching, is registered in the state of Connecticut, USA

### **Force Majeure**

Neither party shall be liable to the other for any failure to perform any obligation under any agreement which is due to an event beyond the control of such party including but not limited to any act of God, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any party affected by such event shall forthwith inform the other party of the same and shall use all reasonable endeavors to comply with the terms and conditions of any Agreement contained herein.

### **Waiver**

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a

diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

## **General**

The laws of the United States govern these terms and conditions. By accessing this website [and using our services/buying our products] you consent to these terms and conditions and to the exclusive jurisdiction of the American and English courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorized representatives of the Company.

## **Notification of Changes**

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site Clients' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our website 30 days prior

to these changes taking place. You are therefore advised to re-read this statement on a regular basis