

PRIVACY POLICY for www.ABetterEnding.org

Last Updated April 26, 2023

We at A Better Ending, LLC (“A Better Ending, LLC,” “we,” “us,” or “our”) have created this privacy policy (this “Privacy Policy”) because we know that you care about how information you provide to us is used and shared. This Privacy Policy applies to our information collection and use practices in connection with: (i) our websites, including, without limitation, abetterending.org (the “Website”); and (ii) the information you provide to us offline, including, without limitation, via phone and email. Clients of A Better Ending, LLC that have registered through Simple Practice have a separate Privacy Policy that will be provided prior to starting services. Please see below for that policy.

Description of Users and Acceptance of Terms

This Privacy Policy applies to visitors to the Website, who view only publicly-available content (“Visitors”), and users who register with us (“Registered Users”) and wish to purchase a product or service through our Website.

By visiting any of our Website, Visitors are agreeing to the terms of this Privacy Policy and the accompanying Terms of Use.

By registering with us and purchasing a product or service through our Website, each Registered User is agreeing to the terms of this Privacy Policy, the accompanying Terms of Use.

By providing us information offline, you are also agreeing to the terms of this Privacy Policy.

Capitalized terms not defined in this Privacy Policy shall have the meaning set forth in our Terms of Use and the Terms and Conditions of Purchase.

GDPR and Privacy Shield Notice

Natural persons located in the European Economic Area (“EEA”) should review the General Data Protection Regulation (“GDPR”) and Privacy Shield Notice [here](#).

In addition, the Privacy Shield Notice should be reviewed if your personal information is transferred from the EEA or Switzerland to the US, pursuant to the E.U.-U.S. or Swiss-U.S. Privacy Shield.

The Information We Collect/or Receive; the Purpose of Collection and Use

In the course of operating the Websites and/or interacting with you, we will collect (and/or receive) the following types of information.

1. Contact Information.

When you sign up to receive any of our newsletters, respond to a survey, register for a class, purchase any product or service, or sign up to become our affiliate partner, you may be required to provide us with certain information about yourself, such as your name, address, e-mail address, address, social media information, phone number, PayPal address (only if you sign up to become our affiliate partner) and SSN#/Tax ID# (only if you sign up to become our affiliate partner) (the "Contact Information"). The Contact Information is used to provide the requested product or service or information and to contact you for purposes of direct marketing of our current and future products and services.

If you land on one of our pages through an affiliate partner link and provide us Contact Information (e.g., to request information, purchase a product or service), we may share your name and e-mail address to such affiliate partner to let him/her know that you were referred and in case (s)he has offered you any bonuses or rewards for following their referral link. We have no control over how affiliate partners may use your information after it has been received and we are not responsible for fulfilling any bonuses that such affiliate partners may have offered you; where applicable, please check such affiliate partners' privacy policies and terms of use for more information on how they may use your personal information.

2. Order Information.

When you place an Order, you must provide us with certain information about the products and services you are seeking to purchase. Such information is collectively called the "Order Information." The Order Information is used to fulfill your Order.

3. Billing Information.

When you wish to purchase a product or service, you will be required to provide certain information in addition to the Personal Information and Order Information noted above. Such information may include a debit card number,

credit card number, expiration date, billing address, activation codes, and similar information. Such information is collectively called the “Billing Information.” Billing Information is collected and processed by our third-party payment processor operating as our agent (see, Onward Transfers to Third Parties). We do not directly obtain or process any Billing Information.

4. Other Information.

In addition to the information noted above, we may collect additional information (collectively, the “Other Information”). Such Other Information may include:

5. **From You:** Additional information about yourself that you voluntarily provide to us (e.g., via a survey), such as household income range, gender, product and service preferences, and other information that does not identify you personally.
6. **From Your Activity:** Information that we automatically collect when you use the Websites, including, without limitation:
 - IP addresses, which may consist of a static or dynamic IP address and will sometimes point to a specific identifiable computer or device; browser type and language; referring and exit pages and URLs; date and time; amount of time spent on particular pages; what sections of the Websites you visit; and similar data; and
 - Information about your device, including the type of device; universally unique ID (“UUID”); advertising identifier (“IDFA”); MAC address; operating system and version (e.g., iOS, Android or Windows); carrier and country location; hardware and processor information (e.g., storage, chip speed, camera resolution, NFC enabled); network type (WiFi, 3G, 4G, LTE); and similar data.
7. **From Cookies.** Information that we collect using “cookie” technology. Cookies are small packets of data that a website stores on your computer’s or mobile device’s hard drive so that your computer will “remember” information about your visit. We may use both session cookies (which expire once you close your web browser) and persistent cookies (which stay on your computer until you delete them) to help us

collect Other Information and to enhance your experience using the Websites. If you do not want us to place a cookie on your hard drive, you may be able to turn that feature off on your computer or mobile device. Please consult your Internet browser's documentation for information on how to do this and how to delete persistent cookies. However, if you decide not to accept cookies from us, the Websites may not function properly

- 8. Third-Party Analytics.** We use third-party analytics services (such as Google Analytics) to evaluate your use of the Websites, compile reports on activity, collect demographic data, analyze performance metrics, and collect and evaluate other information relating to the Websites and mobile and Internet usage. These third parties use cookies and other technologies to help analyze and provide us the data. By accessing and using the Websites, you consent to the processing of data about you by these analytics providers in the manner and for the purposes set out in this Privacy Policy. Please be advised that if you opt out of any service, you may not be able to use the full functionality of the Websites.

Below is a list of analytics providers that we use; however, such list may be subject to change based on how we wish to understand the user experience and we will endeavor to update it diligently. You may use the accompanying links to learn more about such providers and, if available, how to opt-out from their analytics collection.

For Google Analytics, please visit: <https://www.google.com/analytics>

For Vimeo, please visit: <https://vimeo.com/privacy>

For Ontraport, please visit: <https://ontraport.com/>

- 9. From Other Sources.** We also may collect or receive information from third parties, such as Facebook and/or other third-party social media sites.

Information Collected by or Through Third-Party Advertisers/Remarketers

We may share Other Information about you with third parties, including, but not limited to, advertising and remarketing providers, or other brand partners,

for purposes of personalizing or otherwise understanding how you engage with ads or other content. These third parties may use cookies, pixel tags (also called web beacons or clear gifs), or other technologies to collect Other Information in furtherance of such purposes, including to tailor, target (i.e., behavioral, contextual, retargeting, and remarketing), analyze, report on, and/or manage advertising campaigns or other initiatives. For example, when a browser visits a site, pixel tags enable us and these third-parties to recognize certain cookies stored within the browser to learn which ads or other content bring a user to a given site. In addition, we may receive Other Information from these third parties, including through their service providers, such as advertising identifiers, IP addresses, and post-conversion data.

Below is a list of advertising/remarketing providers that we use; however, such list may be subject to change based on the campaigns that we run and we will endeavor to update it diligently. You may use the accompanying links to learn more about such providers and, if available, how to opt-out from their targeted ads or other personalization features. Please note you will not necessarily be opted-out of advertising or content generally; you may still receive generic ads or content.

For Facebook, please visit: <http://www.facebook.com/about/privacy>

For Twitter, please visit: <https://twitter.com/en/privacy>

For Google, please visit:

<https://support.google.com/ads/answer/2662922?hl=en>

In addition, you may opt-out of interest-based advertising by participating providers by visiting <http://www.networkadvertising.org> and <http://www.aboutads.info/choices> for details on how to do so.

Information Collected Through the Websites that is Not Covered by this Privacy Policy

You may post and/or share information, including but not limited to, comments using forums and other similar features available through the Websites. NONE of the information you provide using these features is protected by this Privacy Policy. THIS PRIVACY POLICY DOES NOT APPLY TO ANY INFORMATION (INCLUDING PERSONAL INFORMATION) THAT YOU PROVIDE USING ANY SUCH FEATURES. ALL SUCH INFORMATION IS

PUBLIC INFORMATION AND MAY BE SEEN, COLLECTED OR USED BY ANY USER OF THE WEBSITES. Please note that if you post and/or share information on our Websites through your Facebook account, such information will be subject to Facebook's privacy policy.

Information Collected Through the Facebook Community Group

You may post and/or share information through our Facebook Community Group. THIS PRIVACY POLICY DOES NOT APPLY TO ANY INFORMATION (INCLUDING PERSONAL INFORMATION) THAT YOU PROVIDE USING THE FACEBOOK COMMUNITY GROUP. USE OF THE FACEBOOK COMMUNITY GROUP IS GOVERNED BY FACEBOOK'S PRIVACY POLICY. ALL SUCH INFORMATION IS PUBLIC INFORMATION AND MAY BE SEEN, COLLECTED OR USED BY ANY USER OF OUR FACEBOOK COMMUNITY GROUP.

Aggregate Data

In an ongoing effort to better understand our visitors, customers, and our products and services, we may analyze the Order Information and Other Information in aggregate form in order to operate, maintain, manage, and improve the Websites and/or our products and services. This aggregate information does not identify you personally. We may share this aggregate data with our affiliates, agents, and business partners. We may also disclose aggregated user statistics in order to describe our products and services to current and prospective business partners and to other third parties for other lawful purposes.

Additional Uses

We also use information collected pursuant to this Privacy Policy to provide our services; to process Orders; to administer our rewards and promotional programs; to maintain and improve our Websites and services to you; to solicit your feedback; and to inform you about our products and services and those of our third-party marketing partners.

Sharing with Third Parties

Like many businesses, we contract with other companies to perform certain business-related services. We may disclose your information, including personal information in some cases, to certain types of third-party companies, but only to the extent needed to enable them to provide such services,

including, without limitation, technical assistance, order fulfillment, customer service, marketing assistance, payment processing, survey collection, promotional and marketing assistance, and business operations. These other companies will have access to your information, including personal information in some cases, only as necessary to perform their functions and to the extent permitted by law. We may also disclose your information, including any personal information, to any of our parent companies, subsidiaries, affiliates, joint ventures, or other companies under common control with us in order to support delivery of our products and services.

Business Transfer

In the event of a merger, dissolution, or similar corporate event or the sale of all or substantially all of our assets, we expect that the Information that we have collected and/or received, including personal information, would be transferred to the surviving entity in a merger or to the acquiring entity. All such transfers shall be subject to our commitments with respect to the privacy and confidentiality of such personal information as set forth in this Privacy Policy.

Disclosures to Public Authorities

In certain situations, we may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements. We may also disclose personal information to other third parties when compelled to do so by government authorities or required by law or regulation including, but not limited to, in response to court orders and subpoenas.

Opt-Out for Direct Marketing

You may opt out at any time from the use of your personal information for direct marketing purposes by e-mailing the instructions to this email address: jasna@jasnaburza.com. Please allow us a reasonable time to process your request.

Accessing and Modifying Personal Information and Communication Preferences

Upon request to Rosie@ABetterEnding.org, we will provide you with confirmation as to whether we are processing your personal information, and

have the data communicated to you within a reasonable time. You have the right to correct, amend, or delete your personal information where it is inaccurate or has been processed in violation of this Privacy Policy. We may require payment of a non-excessive fee to defray our expenses in this regard. Please allow us a reasonable time to respond to your inquiries and requests.

In addition, you may manage your receipt of marketing and non-transactional communications by clicking on the “unsubscribe” link located on the bottom of any A Better Ending, LLC marketing email. Customers cannot opt out of receiving transactional e-mails related to their account or their Orders. We will use commercially reasonable efforts to process such requests in a timely manner. You should be aware, however, that it is not always possible to completely remove or modify information in our subscription databases.

Information You Share on Public Forums

We feature or may in the future feature public forums such as message boards or web logs, webinars, classes, telephone conferences, or coaching calls, user comments, chat rooms, and similar activities (collectively, “Public Forums”).

You may voluntarily post and share information through such Public Forums. NONE of the information you provide to through the Public Forums or through use of these features are protected by this Privacy Policy including any personal information. THIS PRIVACY POLICY DOES NOT APPLY TO ANY INFORMATION (INCLUDING PERSONAL INFORMATION) THAT YOU PROVIDE USING ANY SUCH FEATURES. ALL SUCH INFORMATION IS PUBLIC INFORMATION AND MAY BE VIEWED, COLLECTED, USED, MODIFIED AND/OR DISCLOSED FOR ANY PURPOSE BY US, ANY USER OF THE PUBLIC FORUM, AND THE PUBLIC.

You should think carefully before disclosing any information in any Public Forum.

How We Protect the Information

We take commercially reasonable steps to protect the Information from loss, misuse, and unauthorized access, disclosure, alteration, or destruction, taking into account the risks involved in processing and the nature of such data, and in compliance with applicable laws and regulations. Please understand, however, that no security system is impenetrable. We cannot guarantee the security of our databases, nor can we guarantee that the Information that you

supply will not be intercepted while being transmitted to and from us over the Internet. In particular, e-mail sent to or from the Websites may not be secure, and you should therefore take special care in deciding what information you send to us via e-mail.

Retention of Personal Information

We will retain your personal information in a form that identifies you only for as long as it serves the purpose(s) for which it was initially collected as stated in this Privacy Policy, subsequently authorized, or as allowed under applicable law.

Important Notice to Non-U.S. Residents

It is important to note that the Websites and their servers are operated in the United States. If you are located outside of the U.S., please be aware that any information provided to or collected by us, including personal information, will be transferred from your country of origin to the U.S. Except in the case of data transfers under the EU-U.S. Privacy Shield and the Swiss-U.S. Privacy Shield Framework, your decision to provide such data to us, or allow us to collect such data through our Websites, constitutes your consent to this data transfer.

California Residents

A Better Ending, LLC does not monitor, recognize, or honor any behavioral advertising opt-out or do not track mechanisms, including general web browser “Do Not Track” settings and/or signals.

External Websites

The Websites may contain links to third-party websites. We have no control over the privacy practices or the content of any of our business partners, advertisers, sponsors, or other websites to which we provide links. As such, we are not responsible for the content or the privacy policies of those third-party websites. You should check the applicable third-party privacy policy and terms of use when visiting any other websites.

Changes to This Privacy Policy

This Privacy Policy is effective as of the date stated at the top of this Privacy Policy. We may change this Privacy Policy from time to time. By accessing the

Websites and/or using our services after we make any such changes to this Privacy Policy, you are deemed to have accepted such changes. Please be aware that, to the extent permitted by applicable law, our use of the Information is governed by the Privacy Policy in effect at the time we collect the Information. Please refer back to this Privacy Policy on a regular basis.

How to Contact Us

If you have questions about this Privacy Policy, please contact us via:

Email: Rosie@ABetterEnding.org

Notice of Privacy Practices for Clients who register for 1:1, couples, or family counseling and social work support through Simple Practice

A Better Ending LLC

Minneapolis, MN 55408

Rosie@ABetterEnding.org

(612) 564-9229

This notice went into effect on January 2023.

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. MY PLEDGE REGARDING HEALTH INFORMATION: I understand that health information about you and your health care is personal. I am committed to protecting health information about you. I create a record of the care and services you receive from me. I need this record to provide you with quality care and to comply with certain legal requirements. This notice applies to all of the records of your care generated by this mental health care practice. This notice will tell you about the ways in which I may use and disclose health information about you. I also describe your rights to the health information I keep about you, and describe certain obligations I have regarding the use and disclosure of your health information. I am required by law to:

- Make sure that protected health information (“PHI”) that identifies you is kept private.
- Give you this notice of my legal duties and privacy practices with respect to health information.
- Follow the terms of the notice that is currently in effect.
- I can change the terms of this Notice, and such changes will apply to all information I have about you. The new Notice will be available upon request, in my office, and on my website.

II. HOW I MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU: The following categories describe different ways that I use and disclose health information. For each category of uses or disclosures I will explain what I mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways I am permitted to use and disclose information will fall within one of the categories.

For Treatment Payment, or Health Care Operations: Federal privacy rules (regulations) allow health care providers who have direct treatment relationship with the patient/client to use or disclose the patient/client’s personal health information without the patient’s written authorization, to carry out the health care provider’s own treatment, payment or health care operations. I may also disclose your protected health information for the treatment activities of any health care provider. This too can be done without your written authorization. For example, if a clinician were to consult with another licensed health care provider about your condition, we would be permitted to use and disclose your personal health information, which is otherwise confidential, in order to assist the clinician in diagnosis and treatment of your mental health condition.

Disclosures for treatment purposes are not limited to the minimum necessary standard. Because social workers and other health care providers need access to the full record and/or full and complete information in order to provide quality care. The word “treatment” includes, among other things, the coordination and management of health care providers with a third party, consultations between health care providers and referrals of a patient for health care from one health care provider to another.

Lawsuits and Disputes: If you are involved in a lawsuit, I may disclose health information in response to a court or administrative order. I may also disclose health information about your child in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

III. CERTAIN USES AND DISCLOSURES REQUIRE YOUR AUTHORIZATION:

1. Psychotherapy Notes. I do keep “psychotherapy notes” as that term is defined in 45 CFR § 164.501, and any use or disclosure of such notes requires your Authorization unless the use or disclosure is:
 - a. For my use in treating you.
 - b. For my use in training or supervising mental health practitioners to help them improve their skills in group, joint, family, or individual counseling or therapy.
 - c. For my use in defending myself in legal proceedings instituted by you.
 - d. For use by the Secretary of Health and Human Services to investigate my compliance with HIPAA.
 - e. Required by law and the use or disclosure is limited to the requirements of such law.
 - f. Required by law for certain health oversight activities pertaining to the originator of the psychotherapy notes.
 - g. Required by a coroner who is performing duties authorized by law.
 - h. Required to help avert a serious threat to the health and safety of others.
2. Marketing Purposes. As a social worker, I will not use or disclose your PHI for marketing purposes.
3. Sale of PHI. As a social worker, I will not sell your PHI in the regular course of my business.

IV. CERTAIN USES AND DISCLOSURES DO NOT REQUIRE YOUR AUTHORIZATION. Following is a list of the categories of uses and disclosures permitted by HIPAA without an authorization. Applicable law and ethical standards permit us to disclose information about you without your authorization only in a limited number of situations. As a social worker licensed in this state (MN), it is our practice to adhere to more stringent privacy requirements for disclosures without an authorization. The following language addresses these categories to the extent consistent with the NASW Code of Ethics and HIPAA.

4. Child or Elder Abuse, Neglect, and/or Financial Exploitation: We may disclose your PHI to a state or local agency that is authorized by law to receive reports of child abuse or neglect.
5. Sexual Misconduct by Counselors: We may disclose information if we learn about sexual misconduct by another counselor or therapist.
6. Drug Use in Pregnancy: We may disclose information if we learn about drug use or excessive alcohol exposure to a fetus by the mother- Judicial and Administrative Proceedings: We may disclose your PHI pursuant to a subpoena (with your written consent), court order, administrative order or similar process.

7. Deceased Patients: We may disclose PHI regarding deceased patients as mandated by state law, or to a family member or friend that was involved in your care or payment for care prior to death, based on your prior consent. A release of information regarding deceased patients may be limited to an executor or administrator of a deceased person's estate or the person identified as next-of-kin. PHI of persons that have been deceased for more than fifty (50) years is not protected under HIPAA.
 8. Respond to organ and tissue donation requests: We can share health information about you with organ procurement organizations.
 9. Work with a medical examiner or funeral director: We can share health information with a coroner, medical examiner, or funeral director when an individual dies.
 10. Medical Emergencies: We may use or disclose your PHI in a medical emergency situation to medical personnel only in order to prevent serious harm. Our staff will try to provide you a copy of this notice as soon as reasonably practicable after the resolution of the emergency.
 11. Family Involvement in Care: We may disclose information to close family members or friends directly involved in your treatment based on your consent or as necessary to prevent serious harm.
 12. Health Oversight: If required, we may disclose PHI to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. Oversight agencies seeking this information include government agencies and organizations that provide financial assistance to the program (such as third-party payers based on your prior consent) and peer review organizations performing utilization and quality control.
 13. Law Enforcement: We may disclose PHI to a law enforcement official as required by law, in compliance with a subpoena (with your written consent), court order, administrative order or similar document, for the purpose of identifying a suspect, material witness or missing person, in connection with the victim of a crime, in connection with a deceased person, in connection with the reporting of a crime in an emergency, or in connection with a crime on the premises.
 14. Specialized Government Functions. We may review requests from U.S. military command authorities if you have served as a member of the armed forces, authorized officials for national security and intelligence reasons and to the Department of State for medical suitability determinations, and disclose your PHI based on your written consent, mandatory disclosure laws and the need to prevent serious harm.
 15. Public Health. If required, we may use or disclose your PHI for mandatory public health activities to a public health authority authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, or if directed by a public health authority, to a government agency that is collaborating with that public health authority
 16. Public Safety: We may disclose your PHI if necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. If information is disclosed to prevent or lessen a serious threat it will be disclosed to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat.
 17. Research: PHI may only be disclosed after a special approval process or with your authorization.
- V. CERTAIN USES AND DISCLOSURES REQUIRE YOU TO HAVE THE OPPORTUNITY TO OBJECT.
18. Disclosures to family, friends, or others. I may provide your PHI to a family member, friend, or other person that you indicate is involved in your care or the payment for your health care,

unless you object in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.

VI. YOU HAVE THE FOLLOWING RIGHTS WITH RESPECT TO YOUR PHI:

19. The Right to Request Limits on Uses and Disclosures of Your PHI. You have the right to ask me not to use or disclose certain PHI for treatment, payment, or health care operations purposes. I am not required to agree to your request, and I may say “no” if I believe it would affect your health care.
20. The Right to Request Restrictions for Out-of-Pocket Expenses Paid for In Full. You have the right to request restrictions on disclosures of your PHI to health plans for payment or health care operations purposes if the PHI pertains solely to a health care item or a health care service that you have paid for out-of-pocket in full.
21. The Right to Choose How I Send PHI to You. You have the right to ask me to contact you in a specific way (for example, home or office phone) or to send mail to a different address, and I will agree to all reasonable requests.
22. The Right to See and Get Copies of Your PHI. Other than “psychotherapy notes,” you have the right to get an electronic or paper copy of your medical record and other information that I have about you. I will provide you with a copy of your record, or a summary of it, if you agree to receive a summary, within 30 days of receiving your written request, and I may charge a reasonable, cost based fee for doing so.
23. The Right to Get a List of the Disclosures I Have Made. You have the right to request a list of instances in which I have disclosed your PHI for purposes other than treatment, payment, or health care operations, or for which you provided me with an Authorization. I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I will give you will include disclosures made in the last six years unless you request a shorter time. I will provide the list to you at no charge, but if you make more than one request in the same year, I will charge you a reasonable cost-based fee for each additional request.
24. The Right to Correct or Update Your PHI. If you believe that there is a mistake in your PHI, or that a piece of important information is missing from your PHI, you have the right to request that I correct the existing information or add the missing information. I may say “no” to your request, but I will tell you why in writing within 60 days of receiving your request.
25. The Right to Get a Paper or Electronic Copy of this Notice. You have the right get a paper copy of this Notice, and you have the right to get a copy of this notice by e-mail. And, even if you have agreed to receive this Notice via e-mail, you also have the right to request a paper copy of it.

Acknowledgement of Receipt of Privacy Notice

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), you have certain rights regarding the use and disclosure of your protected health information. By checking the box below, you are acknowledging that you have received a copy of HIPAA Notice of Privacy Practices.