**Privacy Policy and Terms of Service for:  
Purple Lotus Counseling Services, LLC**

*Last updated: October 31, 2021.*

Thank you for visiting Purple Lotus Counseling’s website  (hereinafter referred to as “Purple Lotus Counseling, LLC“ “We,” “Us,” or “Our”) Website/Service. Purple Lotus Counseling, LLC is the business name for Purple Lotus Counseling’s independent, private practice.

We respect and value your privacy. We believe in transparency and want you to understand what information We collect from you when you visit Purple Lotus Counseling’s Website and what control you have over that information. This Privacy Policy describes, in general terms, how We collect your information, why We collect your information, how We use or share your information, and what control you have over your information.

**“Protected health information” as defined under the Health Insurance Portability & Accountability Act and related regulations (collectively referred to as “HIPAA”), including information you provide to Purple Lotus Counseling while being treated as a client or within the Secure Client Portal, is separate and subject to Purple Lotus Counseling’s Notice of Privacy Practices.**

**Information That We Collect**

You may use our Website without providing any personal information. Should you choose to complete any of our online forms, you grant Purple Lotus Counseling, LLC the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Website and/or to respond to your request. Although We work hard to protect your personal information, Purple Lotus Counseling, LLC cannot guarantee the security of any information you transmit to Us through online forms, and you do so at your own risk.

**Tracking Technologies and Cookies**

This Website works with third-party products or services (“Service Providers”) who help Us track and analyze visitor activity on the Website, and measure the effectiveness of Our social media efforts.

Cookies are small data files that online services can store on, and retrieve from, a user’s computer or mobile device through the user’s web browser. The information is stored and retrievable either for the duration of a website visit (known as “session cookies”), or until some later point in time set by the website setting the cookie (known as “persistent cookies”).

Examples of information We and our Service Providers collect include how often someone visits this Website and what they do while on the Website. We and Our Service Providers use this information in the aggregate to understand how Our visitors, as a group, use different resources and to help Us improve Our Website. We and Our Service Providers also collect information about the activity of individual Website users.

Most Internet browsers accept cookies by default, but you can modify your browser preferences to block or restrict cookies if you do not want your web browsing activity tracked. There are a variety of tools publicly available to manage cookies and similar technologies that collect information related to your use of the Website.

Learn more from:

* The Federal Trade Commission (FTC) Consumer Information (<https://www.consumer.ftc.gov/articles/0042-online-tracking>)
* The Digital Advertising Alliance opt-out page (<https://optout.aboutads.info/?c=2&lang=EN)>, which allows users to opt out from receiving interest-based advertising. You have the right to not be discriminated against (as provided for in applicable law) for exercising certain of your rights. Purple Lotus Counseling, LLC does not discriminate against visitors for exercising their rights.

We are not responsible for the effectiveness or compliance of third-party opt-out mechanisms or programs. Please note that if you delete your cookies or upgrade your browser after having opted out, you will need to opt out again. Further, if you use multiple browsers or devices you will need to opt out on each browser or device. You can access the information on this Website without enabling cookies in your browser, but disabling cookies may result in a diminished ability to take advantage of the Services and related informational content on the Website.

We use web analytics and tag management services and tools provided by Google and/or other third parties to collect information relating to your use of this Website.

**How We Use This Information**

Purple Lotus Counseling, LLC uses the information you provide to fulfill online requests, respond to customer service inquiries, or in other ways as required by law. We may use the data We collect for the following purposes:

* To provide and maintain Our Website.
* Provide you Services requested in an appropriate and efficient manner, such as a response to an appointment request.
* Operate, protect, improve, and optimize the Website and experience, such as by performing analytics and conducting research.
* Respond to your questions and requests and improve customer service.
* Help Us improve the Services We offer.
* Communicate changes to Our Privacy Policy or Terms of Service.

**Compliance with Law**

We may disclose your information, including personal information, to courts, law enforcement or governmental authorities, or authorized third parties, if and to the extent We are required or permitted to do so by law or if such disclosure is reasonably necessary:

* To comply with Our legal obligations.
* To respond to verified requests relating to a criminal investigation or alleged or suspected illegal activity or any other activity that may expose Us, you, or any other of our users to legal liability.
* To enforce and administer Our Terms of Service, Our payment terms, or other agreements.
* To protect the rights, property, or personal safety of Purple Lotus Counseling, its users, or members of the public.

Where appropriate, We may notify you about legal requests for your information unless:

* Providing notice is prohibited by the legal process itself, by court order We receive, or by applicable law, or
* We believe that providing notice would be futile, ineffective, create a risk of injury or bodily harm to an individual or group, or create or increase a risk of fraud upon Purple Lotus Counseling property, users, or Website.

**Transfer of Your Personal Data**

If the ownership of Purple Lotus Counseling, LLC changes, or we need to transfer assets relating to this Website to a third party, we may transfer your personal information to the new owner. Your information would remain subject to the promises made in the applicable Website Privacy Policy unless you specify otherwise.

**Email Security**

If you choose to email Purple Lotus Counseling, contact via email implies your agreement to accept the risks of email communication. Our email is not encrypted, which means that it is vulnerable to being accessed by unauthorized people and hence can compromise the security of such communications. It is inadvisable to send sensitive or private information by email. 

If you receive a regular email that looks like it is from Purple Lotus Counseling, and asks for your personal information, do not respond. This may be a scam or “phishing” email intended to steal your information. We will never request your password, username, credit card information, or other personal information through regular email.

**Children's Privacy**

Our Website does not address anyone under the age of 13. We do not knowingly collect personally identifiable information from anyone under the age of 13. If you are a parent or guardian and you are aware that your child has provided Us with Personal Data, please contact Us.

If We become aware that We have collected Personal Data from anyone under the age of 13, without verification of parental consent, We take steps to remove that information from our servers.

[The Children’s Online Privacy Protection Act of 1998](https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/childrens-online-privacy-protection-rule) (COPPA) and other laws have been established to protect the privacy of minors and We abide by all federal and state laws and guidelines regarding youth privacy. If you believe We might have any information from or about a child under 13, please contact Us.

**Links to Other Websites**

Our Website may contain links to other websites that are not operated by Us. If you click on a third-party link, you will be directed to that third party’s site. We strongly advise that you review the Privacy Policy of every site you visit. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services.

**Changes to this Privacy Policy**

We may update our Privacy Policy from time to time and will notify you by posting the new Privacy Policy on this page using “*Last updated on.*” You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

**Terms of Service**

Purple Lotus Counseling, LLC makes information available for your use on this Website subject to the Terms of Service set forth in this document (these “Terms of Service”). By accessing or using this Website, you agree to these Terms of Service. If you do not accept these Terms of Service, you may not use or access this Website.

Purple Lotus Counseling, LLC reserves the right to change these Terms of Service from time to time in its sole discretion. Your use of this Website will be subject to the most current version of the Terms of Service posted on this Website at the time of such use. You agree to periodically review these Terms of Service, to ensure that you are aware of any changes to them. In addition, you shall be subject to any posted guidelines or rules that may contain terms and conditions in addition to those in these Terms of Service.

**Use of Material on This Website**

The information, artwork, text, video, audio, or pictures (collectively, “Materials”) contained on this Website are protected by copyright and/or other intellectual property laws and any unauthorized use of these Materials may violate such laws. You may only access and use the Materials for personal or educational purposes. You may not modify or use the Materials for any other purpose without Lauren Fogel Mersy LLC’s express written consent. Except as provided below, you may not reproduce, republish, post, transmit, or distribute any Materials on this Website.

The content on this Website is provided to you as a convenience and for informational purposes only. Downloading or printing Materials from this Website to a single computer for informational, personal, and non-commercial use is permitted if all copyright or proprietary information remains intact or is added to the excerpt under “source.”

Any computer software downloadable, or otherwise available from this Website is licensed subject to the terms of the applicable license agreement. The Materials included on the Website have been compiled by Purple Lotus Counseling, LLC from a variety of sources and are subject to change without notice. The rights granted to you constitute only a limited, non-exclusive, non-sublicensable and non-transferrable license and they do not constitute a transfer of title.

All media files on this Website are protected by copyright laws. You may not, under any circumstances, reproduce, record, publish, publicly exhibit, or distribute any media files made available on this Website without Purple Lotus Counseling, LLC’s express written consent.

**Medical Disclaimer**

All heath and health-related Information contained within this Website is intended to be general in nature and should not be used as a substitute for a visit with a healthcare professional. No information provided may be considered medical advice. The user should consult a physician in all matters related to his or her health, and particularly in respect to any symptoms that may require diagnosis or medical attention. The Information may not be relevant for the user’s individual situation and may be misinterpreted.

Purple Lotus Counseling, LLC makes no representations or warranties with respect to any Information offered or provided within or through this Website regarding treatment, action, or application of medication. Purple Lotus Counseling, LLC will be not be held liable for any direct, indirect, consequential, special, exemplary, or other damages arising therefrom.

Viewing and accessing this Website does not constitute a therapist-client relationship. Purple Lotus Counseling, LLC makes every effort to keep Information accurate and up to date, however, mistakes do happen, therefore, We cannot make guarantees regarding the accuracy of Information. Purple Lotus Counseling, LLC is not liable for any Information on this Website or your reliance on it. 

If you are in crisis, please call emergency services or go to your nearest hospital. You can call the National Suicide Prevention Lifeline at 1-800-273-8255. You can also access the crisis text line by texting HOME to 741741.

**Disclaimer of Warranty**

You expressly agree that your use of this Website is at your sole risk. The Services, Information, or data (collectively, “Information”) made available at this Website are provided “AS IS,” on an “AS AVAILABLE” basis, without warranties of any kind, expressed or implied.

Purple Lotus Counseling, LLC expressly disclaims any representations and warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, or the warranty of non-infringement. Purple Lotus Counseling, LLC shall have absolutely no liability in connection with the Services including without limitation, any liability for damage to your computer hardware, data, information, Materials, and business resulting from the Information or the lack of Information available on this website. Purple Lotus Counseling, LLC shall have no liability for:

1. Any loss or injury caused, in whole or in part, by its actions, omissions, or negligence, or for contingencies beyond its control, in procuring, compiling, or delivering the Information;
2. Any errors, omissions, or inaccuracies in the Information regardless of how caused, or delays or interruptions in delivery of the Information; or
3. Any decision made or action taken or not taken in reliance upon the Information.

Purple Lotus Counseling, LLC makes no warranty, representation, or guaranty as to the content, sequence, accuracy, timeliness, or completeness of the Information or that the Information may be relied upon for any reason. Purple Lotus Counseling, LLC makes no warranty, representation, or guaranty that the Information will be uninterrupted or error free or that any defects can be corrected. Purple Lotus Counseling, LLC makes no warranty, representation, or guaranty that this Website meets your requirements or that the quality of any Information obtained by you from this Website will meet your expectations.

By accessing this Website/Service, you assume all responsibility and risk with respect to your use of the Service and any products or services described herein.

**Limitation of Liability**

Under no circumstances shall Purple Lotus Counseling, LLC or any of its agents, officers, participating health care providers, owners, or suppliers be liable to you, or any other party, under any theory of liability or indemnity in connection with your access to, or use of, this Website or any Website referenced in or linked to this Website. You hereby release and forever waive any and all claims you may have against Purple Lotus Counseling, LLC and its agents, officers, participating health care providers, owners, and suppliers for losses or damages you sustain as a result of or in connection with your use of this Website and the Information.

Your sole and exclusive remedy for dissatisfaction with the Materials is to stop using the Website. Purple Lotus Counseling, LLC assumes no responsibility for, or relating to, delay, failure, interruption, or corruption of any data or other Information transmitted in connection with use of the Website.

If misleading, inaccurate, or otherwise inappropriate information is brought to our attention, a reasonable effort will be made to fix or remove it.

**Indemnity**

As a condition of use of this Website, the user agrees to indemnify Purple Lotus Counseling, LLC or any of its agents, officers, participating health care providers, owners, and suppliers (the “Indemnified Parties”) against any and all liability, expenses (including attorney’s fees) and damages arising out of claims resulting from user’s use of this Website, including without limitation any claims alleging facts that if true would constitute a breach by user of these Terms of Service.

**User’s Representations and Warranties**

You represent and warrant that you are at least 18 years of age and that you have the legal right and ability to enter into, and be bound by, these Terms of Service. Purple Lotus Counseling, LLC does not permit those under 18 to use the Website. You further represent and warrant that you have read these Terms of Services and that you agree to be bound by them and to comply with your responsibility as stated in these Terms of Service.

**Governing Law**

These Terms of Service shall be governed by the internal laws of the State of Wisconsin, without reference to its conflict of laws provisions. Your use of the Website may also be subject to other local, state, national, or international laws.

**Binding Arbitration**

If you have any concern or dispute about the Website, you agree to first try to resolve the dispute informally by contacting Purple Lotus Counseling, LLC. You agree that any controversy, claim, dispute, or proceeding involving Purple Lotus Counseling, LLC and you which arises out of, or is related to, this Website or these Terms of Service shall be subject to final and binding arbitration which shall be conducted in Wisconsin, by the Wisconsin Department of Administration pursuant to its applicable rules.

**Entire Agreement**

You agree that these Terms of Service constitute the sole and exclusive agreement between you and Purple Lotus Counseling, LLC with respect to this Website and the Materials contained herein.

**Proprietary Rights**

Purple Lotus Counseling, LLC reserves complete and sole discretion with respect to the operation of this Website and its Materials. Purple Lotus Counseling’s logo is the (unofficial) trademark and service mark of Purple Lotus Counseling, LLC . All other trademarks, service marks and logos used in this Website are the trademarks, service marks or logos of their respective owners. Purple Lotus Counseling, LLC expressly retains all proprietary and ownership rights to this Website and the Materials, subject only to the provisions of these Terms of Service.

**Severability/Non-Waiver**

If any provision of these Terms of Service is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions of these Terms of Service shall be enforced. Our failure to enforce any provision of this agreement shall not be construed as a waiver of any provision or right.

**Affiliate Disclosure**

Purple Lotus Counseling, LLC is a participant in the Bookshop.org affiliate program, which provides a means to earn fees by linking to Bookshop.org. This means that We will be paid a small commission if you purchase a book from Purple Lotus Counseling’s online bookshop. She only recommends products that she values and believes in. You are under no obligation to purchase any books. Purple Lotus Counseling, LLC is not responsible for the quality or satisfaction of any purchases.

**Contact Us**

If you have any questions about this Privacy Policy or Terms of Service, you can contact Us by visiting this page on Our Website: <https://drlaurenfogel.com/contact/>

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