

Web Site Privacy Policy

Updated 10-6-2021

The following are the privacy practices for www.stepstoneconnect.com, and apply solely to information collected by this web site.

Specifically, we want you to know:

What personally identifiable information is collected from you through the web site, how it is used and with whom it may be shared.

What choices are available to you regarding the use of your data.

The security procedures in place to protect the misuse of your information.

How you can correct any inaccuracies in the information.

This page states the Privacy Policy under which you, the Web Site visitor (“You” or “Your” or “Yourself”) may use or correspond with this Web site (“Our Site”), which is owned by Stepstone Connect (“We” or “Us” or “Our”). We consider your data protection and privacy to be very important. We never sell personal data and we carry out all processing operations in strict compliance with the EU General Data Protection Regulation (“GDPR”). We respect Your privacy interests and operate this site by these principles. We have taken reasonable steps to protect the integrity and confidentiality of personally identifiable information that You may provide.

Voluntary Submission of Information

You may use the Stepstone Connect website without disclosing personally identifiable information, and We will not obtain such information about You unless You choose to submit it to us through our form submission, by telephone, phone text, or by emailing us. Any information You submit will be used internally only; however, submission of information authorizes such internal use by Us and Our employees. In particular, please note that submission of an e-mail or providing us with your email address authorizes Us to contact You via email.

We collect personal information directly when you provide it to us while inquiring about our services, signing up for a service, subscribing to a newsletter, opt-in for updates or offers via

opt-in forms, submit feedback, fill out a survey, send us a communication using email, text, or telephone. Third-party service providers which may provide information about you when you browse the website and click on links. This includes: Google Analytics Facebook Pixel

Cookies

Please note that We use “cookies,” which are small files stored on Your computer’s hard drive that are used to track certain information. These cookies enable Us to track and target the interests of Our users to enhance their experience on Our site. For example, cookies usually allow Your browser to remember which pages You have visited and help Us to know how much traffic Our pages receive. This process does not reveal any personal information about the person viewing the page unless the person has previously given such information. If You find cookies objectionable, please consult Your browser’s documentation for information on how to block or erase cookies.

By modifying Your browser preferences, You have the choice to accept or reject cookies. If You choose to reject cookies some parts of our website may not work properly in Your case. When You visit our website, there’s certain information that’s recorded which is generally anonymous and does not reveal Your identity. If you’re logged into your account some of this information could be associated with Your account. What information is possibly stored: your IP address or proxy server IP address, Your internet service provider’s name, the date and time of Your visit to the website, Your session length, pages You access, number of times You access our site, the file URL You look at and information relating to it, the website which referred You to our websites, Your operating system. At times, we may use third-party advertising companies to serve ads based on prior visits to our website/s. Similarly, we use email marketing services that track Your use of our emails and collect the information described herein for our marketing and promotional purposes.

Log Files

In addition, Our Web server collects and saves the default information customarily logged by World Wide Web server software. Our logs contain the following information for each request: date, time, originating IP address and domain name, object requested, and completion status of the request. We use these logs to help improve Our service by evaluating the level of demand

for Our site and detecting any errors on the site that might occur. These logs may be kept for an indefinite length of time and used at any time and in any way necessary to prevent security breaches and protect the integrity of the data on Our servers.

Information Collection, Use, and Sharing

We are the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone.

We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request.

Unless you ask us not to, we may contact you via email in the future.

Information You Make Public

If You make Your personal information available to other people, we can't control or accept responsibility for the way they will use or manage that data.

Before making Your information publicly available or giving Your information to anyone else, think carefully. If giving information to another user via our website, ask them how they will handle Your information. If You're sharing information via another website, check the privacy policy for that site to understand its information management practices as our privacy policy will not apply.

Security

This site takes reasonable precautions to protect Our users' information. We don't store passwords in plain text and display email addresses in public. We do not collect your financial information on our website. Please note, however, that electronic transmissions via the Internet are not necessarily secure from interception, and We do not guarantee the security or confidentiality of transmissions. We reserve the right to update or otherwise alter Our security practices if and when it seems appropriate to do so. You should check Our Security provisions

each time You visit Our site to identify and understand any changes made since Your previous visit. We store personal information on secure servers that are managed by us and our service providers. Personal information that we store or transmit is protected by security and access controls and data encryption where appropriate.

Where Your Information Is Stored

We store data on servers located in the United States and maintain agreements with Third Party IT services that we use that ensures your data is kept according to an acceptable standard of data security compliance including HIPAA laws when necessary.

How Long We Keep Your Information

We keep your information as long as necessary so that we can support you in the event that you contact or otherwise choose to work with us, to improve your customer experience, and to comply with the law.

You can always request that we delete your information however please note that we may be required to retain some information as necessary for our legitimate business interests, to comply with the law, prevent fraud, report continuing education hours to licensing boards or approval agencies or other authorities when requested, collect fees, resolve disputes, troubleshoot problems, assist with investigations, enforce the terms of service and take other actions permitted by law. The information we retain will be handled in accordance with this Privacy Policy.

Notification of Changes

If we decide to change Our approach to privacy, We will post those changes to this Privacy Policy so that users are always aware of what information We collect, how We use it, and under what circumstances We disclose it. Changes to the Privacy Policy will be dated, and will be effective from the date specified forward. As with Our Terms and Conditions, You should check Our Privacy Policy each time You visit Our site to identify and understand any changes made since Your previous visit. You also will be notified in email using the email address that we have on file for you.

Your Access to and Control Over Information

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

Security

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.

Wherever we collect sensitive information, that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a closed lock icon at the bottom of your web browser, or looking for “https” at the beginning of the address of the web page.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job are granted access to personally identifiable information. The computer servers in which we store personally identifiable information are kept in a secure environment.

Notice of Privacy Practices

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review this notice carefully.

Your privacy is important to us. We want you to understand:

- Who will follow this NOTICE
- The common ways in which we may use and share your medical information.
- How you can enable better care from other providers that you see.

- The ways in which we may use and share your medical information without your permission. -Your rights concerning your medical information.
- How to file a complaint about your privacy.

Who will follow this NOTICE

This notice applies to treatment services provided by Stepstone Connect and all employees.

The law requires us to maintain the privacy of your medical information and to tell you our duties and practices regarding your medical information. These duties and practices include notifying you of a breach. The law requires us to follow the terms of our current NOTICE. We reserve the right to make changes to this NOTICE, which may include new privacy provisions about the medical information that we keep. If we make any changes, we will give you a copy of the new notice the next time you visit us. The latest version of this NOTICE can always be found on our website. You have the right to a paper copy even if you have received an electronic version from the website.

What are the common ways in which we may use and share your medical information (including psychotherapy notes)?

-Treatment purposes: We will share your information with those who are caring for you. For example, if you come in for group counseling services and are in need of follow up with your primary counselor, your group counselor may share your information with your primary counselor.

-Payment purposes: We may share your medical information with the insurance company paying for your care.

-Health Care Operations: We may use your medical information to improve the way we provide care to you and others. For example, a team of experts from our staff may review your medical information to ensure quality of care.

-Appointment Reminders: We may call you or send you a letter, an email or text message about your appointment. Please tell us if you do not want your information used in this way.

-Research: We may share your information for research. If we do this, the law requires us to take extra steps to protect your privacy and tell you why we will be using your information.

-Family and Others in Your Personal Life: If you ask us to share specific information with a specific person, then we may do so. Otherwise, we will not share any information with these persons unless we are required to do so by law, which may include your risk of harm to self or others.

-Satisfaction Surveys: We may send a survey to you in the mail, by email, or by a follow up telephone call. Your answers will help us provide better care. Specific Releases Authorized by You: This is a release requested, signed, and dated by you that identifies what is to be released, to who the information is to be released, and the reason for the release.

In what other ways may we use and share your medical information without your permission (including psychotherapy notes)?

As Required by Law: We must contact the police if we suspect you are involved in child abuse or neglect. To Stop a Serious Threat to the Health or Safety of Someone or the Public: We have a duty to warn others if we feel you could cause them harm. Law Enforcement: We may contact the police if we believe that you're a victim of abuse. We may also contact the police if you commit a crime at our facility. Public Health: We may share your information with a public health agency, such as the Centers for Disease Control. Reviews by Outside Agencies: We may share your medical information when being reviewed by outside agencies that have authority over us. This includes state, federal, and other licensing agencies. Court Order: We may share your medical information when responding to an appropriate legal process such as a court order or when initiating involuntary court proceedings. In Case of Death: We may share limited medical information with the medical examiner. Inmates: If you are a prisoner, we may share your information as appropriate. National Security: We may share your medical information as

required by law for national security purposes. Disaster Relief: If there is a disaster like a hurricane, tornado, or earthquake, we may use your medical information to notify your family. For the protection of the President of the United States and Other Important Leaders: We may share your medical information as required by law for the protection of the President of the United States and other important leaders.

We will not share your medical information for reasons other than noted above without your written authorization. This includes not sharing information for marketing and fundraising.

What are your rights concerning your medical information?

-Right to Request Restrictions You can ask us not to share your medical information for treatment, payment, and health care operations. If you do, we will request that you sign a document that indicates that you do not want us to share information with or bill your insurance and that you have agreed to pay in full for your services. Please note, if you need emergency medical treatment, we may share your medical information even if you have asked us not to.

-Right to Revoke Authorizations: You have the right to revoke your authorization at any time. Your revocation must be in writing.

-Right to See and Get a Copy: You have the right to see and get a copy of your medical information for as long as we have it. We may charge a fee for giving you a copy. If requested by you, this can be provided in an electronic format, paper, or fax. Sometimes the law does not allow us to let you see all or parts of your medical information. If this happens, you can appeal our decision. Your appeal must be made in writing.

-Right to Request Confidential Communications You can ask us not to change your medical information. For example, you can ask us to correct errors, such as your date of birth. This request must be made in writing. The law does not require us to agree to your request. If we deny your request to change your medical information, you can appeal our decision. Your appeal must be made in writing.

-Right to an Accounting You can ask us to give you a list of people we have shared your medical information with. This does not include information shared for treatment, payment, and healthcare operations. This also does not include information shared at your request. This request must be made in writing. We are required to keep track of your shared information. If you request more than one accounting in a twelve month period, we may charge you a fee.

-Right to a Paper Copy of this NOTICE: If asked, we will give you a paper copy of this notice.

How can you complain about our handling of your privacy?

You have the right to complain if you feel your privacy rights have been violated by anyone who works for Stepstone Connect. There will be no retaliation against you for filing a complaint. The quality of the health care or services we provide will not be affected in any way because a complaint was filed. We ask that you please give us the opportunity to resolve any issues you have concerning your privacy. You have the right to file a complaint with the Secretary of the U.S. Department of Health and Human Services or with the Joint Commission, but we ask that you first allow us the opportunity to correct any issues you may have concerning your privacy.

SMS Terms and Conditions

Please read these terms and conditions carefully. By submitting any form, you expressly consent to receive non-marketing and marketing text messages from Stepstone Connect (“Company”) its employees , contractors, and subsidiaries texting on its behalf, including text messages made with an autodialer, at the telephone number(s) that you provide. You may opt-out of these communications at any time.

You also accept and agree to be bound by these SMS Terms and Conditions, the Website, our Privacy Policy, and any other applicable terms and agreements related to your use of Company’s services.

Program Description

Company text messages are intended to provide you with information about upcoming meetings, classes, events, and Company’s goods and services.

Message Frequency

The number of Company text messages that you receive will vary depending on programs for which you sign up and qualify for.

Cost

Message and data rates may apply to each text message sent or received in connection with Company text messages, as provided in your mobile telephone service rate plan (please contact your mobile telephone carrier for pricing plans), in addition to any applicable roaming charges. Company does not impose a separate fee for sending Company text messages.

Your Mobile Telephone Number

You represent that you are the account holder for the mobile telephone number(s) that you provide. You are responsible for notifying Company immediately if you change your mobile telephone number. You may notify Company of a number change by submitting a “contact us” form on the website as follows: Stepstoneconnect.com.

You agree to indemnify Company in full for all claims, expenses, and damages related to or caused in whole or in part by your failure to notify Company if you change your telephone number, including, but not limited to, all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act.

Access or Delivery to Mobile Network is Not Guaranteed

Delivery of information and content to a mobile device may fail due to a variety of circumstances or conditions. You understand and acknowledge that network services, including but not limited to mobile network services, are outside of Company's control, and Company is not responsible or liable for issues arising from them.

Eligibility

To receive Company text messages, you must be a resident of the United States and 18 years of age or older. Company reserves the right to require you to prove that you are at least 18 years of age.

Changes to Terms and Conditions

Company may revise, modify, or amend these SMS Terms and Conditions at any time. Any such revision, modification, or amendment shall take effect when it is posted to Company's website. You agree to review these SMS Terms and Conditions periodically to ensure that you are aware of any changes. Your continued consent to receive Company text messages will indicate your acceptance of those changes.

Termination of Text Messaging

Company may suspend or terminate your receipt of Company text messages if Company believes you are in breach of these SMS Terms and Conditions. Your receipt of Company text messages is also subject to termination in the event that your mobile telephone service terminates or lapses. Company reserves the right to modify or discontinue, temporarily or permanently, all or any part of Company text messages, with or without notice.

Communications and Consent to Electronic Notices

You may communicate with Company via postal mail, telephone, and our website. Company may issue notices via these various channels, including by sending email to an address you provide. You agree that such notices shall have legal effect.

You also agree that notices sent by e-mail satisfy any requirement that notices be provided in writing. If you do not agree, do not use Company services.

You may have the right to withdraw your consent to receive certain electronic communications, and, when required by law, Company will provide you with paper copies upon request. If you withdraw your consent, Company reserves the right to terminate your use of Company's products or services.

To receive, access, and retain the notices that Company sends via e-mail, you must have Internet access and a computer or device with a compatible web browser. You will also need software capable of viewing files in PDF format. Your device or computer must have the ability to print, or download and store, emails and PDF files. By accepting these terms, you confirm that you are able to receive, access, and retain the notices that Company may send. You may update your contact information [through the "contact us" form on the website as follows: Stepstoneconnect.com

Contact Us

If you have questions regarding these SMS Terms and Conditions, please reach out to us by submitting a "contact us" form on the website associated with the specific text messaging program you opted into, as follows: Stepstoneconnect.com

If you feel that we are not abiding by this privacy policy, you should contact us immediately via email at info@stepstoneconnect.com