

# Privacy Policy

**Your Privacy is Important.** The Florida Branch of Association for Play Therapy (Branch) respects your privacy and is committed to protecting your personal information. We want you to know about our policy (or privacy policy) regarding the information we will collect and how we will use the information, giving you choices about the way your information or data is collected and used. By visiting and using our website (Website) and otherwise providing your data to Branch, you are accepting and agree to the terms in this privacy policy. This privacy policy will be updated periodically, so please be sure to reread it from time to time. If you do not agree with the terms in this privacy policy, please do not use the Website or provide any information to us, or take action as otherwise described in this privacy policy.

**Authorized Users.** The Website is not directed to and is not intended for access and use by persons under the age of 18. We do not intentionally collect or use personal information from users that we have reason to believe are under the age of 18.

**Data Controller and Purposes.** Branch is the controller and processor of your personal information and data. The purposes for which Branch collects and process your information and data, include (without limitation):

- To maintain your membership relationship Branch and to provide you with Branch membership benefits
- To be able to contact you via email, mail, and telephone
- To keep you informed about Branch-related activities
- To invite you to events organized by Branch
- To send you newsletters
- To enable you to connect with other members

We will only collect and process personal data about you where we have lawful basis. The lawful basis for processing is compliance with the membership relationship established by you, as well as your consent established by providing your information as described in this privacy policy.

**Your Choice.** It is up to you whether you participate in any of the activities from which we obtain your information. If you choose to participate, any personal information we collect about you will be handled in accordance with this privacy policy. Where we rely on your consent to process personal data, you have the right to withdraw or decline your consent at any time and where we rely on other lawful basis, you have the right to object in accordance with this privacy policy.

## Sources of Information

**Personal Information You Provide to Us.** We do not use our Website site to collect any personally identifiable information about you other than what you provide voluntarily for various purposes. We receive information about you from our interactions with you, including when you apply for membership, post items to our resource center and purchase products from our online Store. Depending upon what information you provide to us and whether you purchase products, the information we receive may include your name, education, and other credentials, billing and/or shipping address, telephone number, driver's license number, birth date, form of payment, email address and product(s) purchased. If you pay by check or use a credit or debit card, information received will include your account number. If you choose not to provide any personal information about yourself, you may not be able to purchase items or participate in certain programs or activities and we may not be able to fulfill a request you may have. If you provide personal information, you agree to provide true and accurate information in connection with your registration and to promptly notify us of any changes in the registration information.

**Membership.** When you apply to become a member, we collect your "membership information," i.e. name, education and other credentials, mailing address, telephone and fax numbers, and email address.

**Store Purchases.** When you purchase products from the online Bookstore, we collect your "customer information," i.e. name, billing and/or shipping address, telephone number, driver's license number, birth date, form of payment, email address, and product(s) purchased. If you pay by check or use a credit or debit card, information collected will include your account number and expiration date. If you pay by credit card, it is our policy to redirect you to a payment processing portal hosted by a third party payment processor. WE DO NOT COLLECT, ACCESS, STORE

OR PROCESS ANY CREDIT CARD INFORMATION. PLEASE READ THE PRIVACY POLICY ON OUR PAYMENT PROCESSOR'S WEBSITE REGARDING THE USE, STORAGE AND PROTECTION OF YOUR CREDIT CARD INFORMATION BEFORE SUBMITTING ANY CREDIT CARD INFORMATION.

**Resource Center.** When you share information or documents in our resource center, we may collect your "contact information" i.e. name, education, licensure and other credentialing information, mailing address, telephone and fax numbers, and email address.

**Website Usage and Traffic Patterns.** We keep track of purchases, related traffic patterns, and usage within our Website to help us provide superior service and improve member satisfaction. We also keep track of your participation in Branch activities and member services so we can understand our users' interests and evaluate the effectiveness of our offerings.

### Security of Your Transactions

**Policies and Procedures.** We follow generally accepted standards to ensure that information you share with us is handled in a safe, secure, and responsible manner. We maintain and monitor our physical, electronic, and procedural systems to achieve this goal and to comply with any applicable laws and regulations. Although we attempt to ensure the integrity and security of our network and systems, we cannot guarantee that our security measures will prevent third-party "hackers" from illegally obtaining this information. We are not responsible for any breach of its security or for the actions of any third parties that may obtain any personal information. You are prohibited from violating or attempting to violate security for or otherwise interfering with the operation of the Website. **We do not make, and expressly disclaim, any representation or warranty, express or implied, regarding the security or integrity of the Website and your personal information.**

### Information We Share With Others

**Membership Information.** We make Membership information available to Association for Play Therapy (APT), other branches, the public and our members through our printed and online membership directories. If you do not want your Membership Information displayed, please log in and edit your display preferences or contact us.

**Contact Information.** We may make your contact information received through our resource center available to APT, other branches, the public and our members through printed materials and our Website. If you do not want your Information displayed, please see Choice and Opt Out, below.

**Third Parties.** We may make available to third parties, including Approved Providers, some of the information we collect, such as your name, mailing address and email address. The third parties may use such information to solicit you for various service and product offerings, such as available conferences and workshops, volunteer service, and credit cards. If you do not want to have your information shared with third parties, please see Choice and Opt Out, below.

**Aggregate Statistics.** From time to time, we provide aggregate statistics about our members, Website traffic, product sales, and other user-related information to providers to identify trends.

**Legal Requirements.** Under special circumstances we may, and you authorize us to, disclose personally identifiable information without your consent if we believe, in our sole discretion, it is reasonable to do so to satisfy laws (such as the Electronic Communications Privacy Act, as amended) or government regulations, comply with legal process or law enforcement requests, commence legal actions to protect our rights or property or to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person or violations of this privacy policy or other terms found on the Website.

Except as described in this privacy policy, we do not disclose personal information to third parties except (1) for the purpose of communicating with you when it is necessary for completing the transactions you have authorized, including but not limited to providing such information to data processors or mailing services, (2) when it is necessary for employees, agents and contractors to operate or maintain the Website or to correct a technical problem; (3) when it is necessary to verify the existence or condition of your account with a financial institution, credit bureau or other third-party; (4) with our affiliates, or (5) if we merge or transfer assets of the organization to another organization.

FOR CA BRANCHES ONLY: California law permits California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an e-mail to [president@floridaplaytherapy.org](mailto:president@floridaplaytherapy.org)

## Online Browsing and Cookies

**Non-Personal Information.** When you visit our Website, we may collect information about you that is not personally identifiable such as the type of internet browser or operating system you have or the domain name of the Website from which you linked to our Website.

**Cookies.** Cookies are small pieces of information stored on your computer when you view our Website and/or advertisements. A cookie lets us recognize you and provide a more meaningful and personalized experience when you visit our Website again. Cookies allow us to gather anonymous information. If you choose to decline cookies, you may not be able to fully experience the features of this Website.

**Changing Your Cookie Setting.** Most web browsers are set to accept cookies automatically, but you can change this setting. See your browser's "help topics" to learn how to change the setting.

**Hyperlinks.** If you link to third party websites from our Website, or any email, newsletter or other material you received from us, you may be asked to give information to the owner of that website. Please be aware that, once you have left our Website, we are no longer your host and are not responsible for the policies or practices of the third party and its website. We encourage you to check each website's privacy policy. This privacy policy solely applies to the Branch Website.

## Choices and Opt Out

You may change your personal information, Member Information, or other data by simply contacting us:

**FAPT,** [president@floridaplaytherapy.org](mailto:president@floridaplaytherapy.org)

You may choose what information you desire to receive from us, or opt out of having your personal information, Member Information, or other data shared or used as described in this privacy policy by contacting us.

In connection with specific programs or offerings, by agreeing to participate you are generally agreeing to receive communications from us regarding other programs and special offerings. If you provide information and there is no mechanism to allow you to affirmatively opt-in, you agree that by providing the requested information and your email address, you have agreed to receive future communications from us. You are responsible for contacting us or clicking a link provided in the email if you wish to opt-out of further communications.

For personal data that we have about you, you can contact us for the following actions:

- **Delete Data:** You can ask us to erase or delete all or some of your personal data (e.g., if it is no longer necessary to provide membership benefits to you).
- **Change or Correct Data:** You can edit some of your personal data. You can also ask us to change, update or fix your data in certain cases, particularly if it's inaccurate.
- **Object to, or Limit or Restrict, Use of Data:** You can ask us to stop using all or some of your personal data (e.g., if we have no legal right to keep using it) or to limit our use of it (e.g., if your personal data is inaccurate or unlawfully held).
- **Right to Access and/or Take Your Data:** You can ask us for a copy of your personal data and can ask for a copy of personal data you provided in machine readable form.

We will consider your request in accordance with applicable laws.

**Cancellation.** If your membership status is cancelled for any reason, your personal information will generally stop being visible to others on the Website within 24 hours. We generally delete such information within 30 days of cancellation, except we retain your personal data even after a cancellation if reasonably necessary to comply with our legal obligations (including law enforcement requests), meet regulatory requirements, resolve disputes, maintain security, prevent fraud and abuse, or fulfill your request to “unsubscribe” from further messages from us. We will retain de-personalized information after a cancellation.

**Comments.** If you have any questions or comments about our privacy policy, please send us an email at [president@floridaplaytherapy.org](mailto:president@floridaplaytherapy.org)

### **Governing Law and Enforcement of Privacy Policy**

Use of this Website is governed by United States law and the laws of the State of Florida. If you are accessing the Website from a physical location outside of the United States with laws or regulations governing personal data collection, use, and disclosure that are different from United States laws, you agree that by accessing the Website, you are transferring your personal information to the United States and you consent to the application of the laws of the United States and the State of Florida with respect to use of the Website and any dispute regarding the Website or this privacy policy. You further consent to the exclusive jurisdiction of the state and federal courts located in the State of Florida. If any provision of this privacy policy is held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining portions or provisions shall remain in full force and effect.

**Additional Legal Terms.** We also recommend that you review our Terms of Use which describe the terms and conditions for the use of our Website, discuss the content in our Website, and provide information about your responsibilities when using our Website.

Updated May 25, 2018