

Privacy Policy - Bryan de Justin Coaching, LLC

Last Updated: 9/14/2025

Bryan de Justin Coaching LLC (“Bryan de Justin Coaching,” “we,” “us,” or “our”) respects your privacy. This Privacy Policy explains how we collect, use, disclose, and protect personal information when you use our website, book or receive services, or otherwise interact with us.

By accessing our website, engaging with our services, or submitting information to us, you consent to the practices described here.

1) Who We Are & Scope

This policy applies to all information processed by Bryan de Justin Coaching LLC in connection with our non-medical, non-clinical coaching and hypnosis-related services, communications, marketing, recordings, and website activities. Our services are not medical or psychotherapeutic care and do not diagnose, treat, or cure illnesses. While the word ‘therapy’ may be contained in the names of certain techniques (i.e. hypnotherapy, past life regression therapy, etc.) it does not, by any means, imply a curative or medical effect or professional counselling services.

Contact:

2704 Medinah Way, Modesto, CA 95355, USA

(408) 888-4587 • bryandejustincoaching@gmail.com

2) Key Definitions

- **Client, you, your:** any individual interacting with us, including parents/guardians of minors.
 - **Coaching Services:** services purchased by clients and provided by us; non-medical, non-clinical, non-psychotherapeutic.
 - **Recordings:** audio/video/transcripts captured during sessions (e.g., for documentation/safety/training).
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3) Information We Collect

We collect the following categories of information:

A. Identifiers & Contact

Name, email, phone number, mailing address, emergency contacts. (We may contact emergency contacts if necessary.)

B. Service & Session Data

Appointment history, session notes, goals/progress updates, preferences, and session recordings (where applicable). We may store recordings and notes for an **indeterminate** retention period.

C. Communications

Emails, texts/SMS, voicemails, website messages, social or alternative platforms used to

communicate with minors when appropriate (e.g., iCloud, Discord, Roblox, Nintendo/PlayStation).

D. Payment-Related Data

Transaction details via third-party processors (e.g., PayPal, Venmo, Zelle, CashApp, card processors, Apple Pay, Google Pay, Square, Wave). These platforms are **not HIPAA-compliant**.

Hypnotherapy and Life Coaching is not bound by HIPPA.

E. Marketing & Loyalty

Enrollment in email/SMS campaigns and optional participation in the Wix Loyalty Program.

4) How We Use Information

We use information to:

- Provide and personalize services; schedule, conduct, and follow up on sessions.
 - Communicate about appointments, billing, policies, and service updates.
 - Maintain records and (where applicable) create **de-identified** educational/training materials (e.g., case studies, articles, podcasts, books) without revealing your identity unless you consent.
 - Operate loyalty programs; send email/SMS marketing (you may opt-out anytime).
 - Improve safety and documentation (particularly for minors, some sessions may be recorded).
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5) Confidentiality & Legal Disclosures

We treat session information as confidential and disclose minimally when necessary. We may disclose information **without consent** if required by law, to prevent imminent harm, or in response to legitimate requests (e.g., required reports to a school/employer/medical provider). Otherwise, third-party disclosures require written consent.

Digital communications are **not HIPAA-compliant**; identifying details are not disclosed in educational uses.

6) Minors' Privacy

For clients under 18, we may involve parents/guardians, using professional judgment, and may utilize alternative communication channels (e.g., consoles, SMS, iCloud/Discord/Roblox/Nintendo/PlayStation) with parental permission. Mature minors (13+) may receive **increased confidentiality**, with exceptions for abuse/suicidality/homicidality and legally mandated reporting. In many cases, dual consent (parent + child) is required for hypnosis.

7) Session Recordings

Some sessions—especially with minors—**may be recorded** for documentation and safety.

Recordings and notes may be stored **indefinitely**. We may use recordings for internal

training/education or content (articles, videos, podcasts) **only in a de-identified manner** unless you give explicit consent to identify yourself.

8) Data Security, Storage & Retention

We use reasonable safeguards; however, **no electronic system is fully secure**. Electronic storage and communications **may not be HIPAA-compliant**. By engaging our services, you **acknowledge and accept** these risks and **release** Bryan de Justin Coaching LLC and affiliates from liability for damages resulting from data breaches, hacks, or similar incidents, to the maximum extent permitted by law.

We may retain records, notes, and recordings for an **indeterminate** period for documentation, safety, or legitimate business purposes.

9) Payments & Third-Party Platforms

We accept payments through multiple third-party platforms (e.g., PayPal, Venmo, Zelle, CashApp, cards, Apple Pay, Google Pay, Square, Wave). These platforms **are not HIPAA-compliant**, and their privacy/security practices are governed by their own policies. By using them, you consent to their processing of your data and acknowledge that we are **not responsible** for their security or practices.

Release: To the maximum extent allowed by law, you **covenant not to sue** and **release** Bryan de Justin Coaching LLC and affiliates from all claims, damages, or losses arising out of your use of these platforms, including negligence or alleged malpractice.

10) Marketing, Communications & Loyalty

By participating in our services, you may be enrolled in **email and SMS** campaigns; you can opt out at any time via unsubscribe links or by contacting us.

Our **Wix Loyalty Program** allows point accumulation/redemption on our site. We are **not responsible** for lost points or platform malfunctions and may discontinue the program at any time.

11) Cookies & Online Tracking

Our website and service providers may use cookies or similar technologies for functionality, analytics, and (if enabled) marketing. You can adjust browser settings to limit cookies. We do not respond to “Do Not Track” signals.

12) Your Choices & Rights

- **Access/Correction:** Request access to or correction of your personal information.

- **Marketing Opt-Out:** Unsubscribe from email/SMS marketing.
- **Recordings Consent:** You may withdraw consent for future recordings (withdrawal doesn't affect prior lawful processing).

California Privacy Rights (CPRA):

We provide the following notice for California residents:

- **Categories collected:** identifiers/contact; service/session data; communications; payment-related data; loyalty/marketing metadata (see Section 3).
 - **Sources:** you, your guardian (if minor), our service interactions, and third-party processors.
 - **Purposes:** as listed in Section 4.
 - **Retention:** as noted in Section 8 (may be indeterminate where lawful).
 - **Sale/Sharing:** we **do not sell** personal information and do not share it for cross-context behavioral advertising.
 - **Rights:** right to know/access, delete, correct, and non-discrimination for exercising rights.
 - **How to exercise:** email bryandejustincoaching@gmail.com with "Privacy Request," verify your identity, and specify your request. Authorized agents may act on your behalf where permitted.
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13) Special Notices (Safety, Emergencies, Non-Medical Services)

- **Emergencies:** We do not provide crisis intervention. In an emergency, call 911 or appropriate services. We may contact your emergency contact if we reasonably foresee danger.
 - **Non-Medical, Non-Therapeutic Services:** Our services are not medical or psychotherapeutic care and are not a substitute for licensed treatment.
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14) International Transfers

If you access our services from outside the United States, your information may be processed in the U.S. and other jurisdictions with different data-protection laws.

15) Assumption of Risk; Release, Disclaimers & Limitation of Liability

A. Electronic Communications & Storage. You acknowledge that email, SMS, video sessions, and other electronic communications/storage are **not HIPAA-compliant** and carry inherent risks (e.g., hacking or breaches). To the maximum extent permitted by law, you **assume these risks** and **release** Bryan de Justin Coaching LLC and affiliates from liability for damages arising from such events.

B. Third-Party Platforms. You further acknowledge and agree that we are **not responsible** for the privacy/security practices of payment or loyalty platforms (e.g.,

PayPal/Venmo/Zelle/CashApp/Apple Pay/Google Pay/Square/Wave/Wix). To the maximum extent permitted by law, you **covenant not to sue** and **release** us from claims related to your use of those services (including alleged negligence).

C. Nature of Services. You acknowledge our services are non-medical and non-therapeutic and agree that any discomfort (e.g., difficult emotions) is a natural aspect of coaching/hypnosis and **not** evidence of negligence, malpractice, or abuse.

D. Limitation of Liability. To the fullest extent permitted by law, in no event shall Bryan de Justin Coaching LLC or its affiliates be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, or for lost profits/revenues/data, arising from or relating to this Policy or our processing of your information.

E. Indemnification. You agree to defend, indemnify, and hold harmless Bryan de Justin Coaching LLC and its affiliates from any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of your violation of this Policy, misuse of services, or use of third-party platforms.

16) Changes to This Policy

We may update this Privacy Policy from time to time. The "Last Updated" date will reflect the most recent changes. Continued use of our website or services after changes take effect constitutes acceptance of the revised Policy.

17) How to Contact Us

Questions or privacy requests: bryandejustincoaching@gmail.com • (408) 888-4587 • 2704

Medinah Way, Modesto, CA 95355, USA.

Consent

By using this site, booking a session, or communicating with us electronically, you acknowledge this Privacy Policy, consent to electronic communications and storage that may not be HIPAA-compliant, and consent to the use of third-party processors and platforms as described herein.