

Privacy Policy

empatext.com/privacy

Last Updated and Effective As Of: 10/7/18.

We are committed to respecting your privacy. Terms are defined in context or as provided in our [Terms of Use](#).

1. Purpose of Privacy Policy

This document covers how we collect, use, and treat information that you may provide through our services. Unless otherwise provided, all provisions of this Privacy Policy apply to all users.

2. Your Agreement

Please read this Privacy Policy carefully. By using our services, you are acknowledging that you have read and understood this Privacy Policy and agree to be legally bound by it.

3. Types of Information You May Provide

Information you may provide or that we may collect from you while participating in our services falls into two broad categories: voluntary information and automatically collected information. Voluntary information means information that you provide when you are accessing our services. Automatically collected information is information that we automatically collect, and may include statistical information concerning, for example, your use of our services or the pages on our website that you visit most frequently.

4. Voluntary Information

You have the following opportunities to provide us voluntary information.

- a. If you wish to engage in a text conversation with us, we only require that you provide your mobile phone number so that our Empatexters can communicate with you via text message. You may include Personally Identifiable Information in your text messages with your Empatexter, but you are not required to do so.
- b. In order to become an Empatexter or other staff personnel, we require you to provide us with certain Personally Identifiable Information, including your name, email address, mobile phone number, and other related information. You may be required to submit additional information so that we can evaluate your application.
- c. You may wish to provide us with comments and feedback concerning our services. By communicating with us for these purposes, you may provide us with your email address and other Personally Identifiable Information.
- d. We may send news, bulletins, marketing materials, or other information to users who have signed up for an email list. If you sign up for our email list, you must submit an email address to which we can send communications. After you have signed up for the email list,

you will have the ability to opt out of receiving these communications as provided in Section 7, Changing or Removing Information, Opting Out.

- e. By posting comments on any forums or other messages on our services, you may provide us with your email address and other Personally Identifiable Information contained in those comments or other submissions.

5. Automatically Collected Information

Whenever you interact with our services, we automatically receive and record information on our server logs from your browser or device, which may include your IP address, geolocation data, device identification, “Cookie” information, the type of browser and/or device you’re using to access our services, and the page or feature you requested. “Cookies” are identifiers we transfer to your browser or device that allow us to recognize your browser or device and tell us how and when pages and features in our services are visited and by how many people. You may be able to change the preferences on your browser or device to prevent or limit your device’s acceptance of cookies, but this may prevent you from taking advantage of some of our features.

Our advertising partners (if any; at time of writing, none) may also transmit Cookies to your browser or device, when you click on ads that appear on our services. Also, if you click on a link to a third party website or service, the third party may transmit cookies to you. This Privacy Policy does not cover the use of cookies by any third parties, and we aren’t responsible for their privacy policies and practices. Please be aware that cookies placed by third parties may continue to track your activities online even after you have left our services, and those third parties may not honor “Do Not Track” requests you have set using your browser or device.

We may use this data to customize content for you that we think you might like, based on your usage patterns. We may also use it to improve the services. For example, this data can tell us how often users use a particular feature of our services, and we can use that knowledge to make the services helpful to as many users as possible.

6. We Do Not Disclose Information to Unaffiliated Third Parties, Limited Exceptions

We do not disclose your information to unaffiliated third parties without your express consent, except in the following circumstances.

- a. We may employ other companies to perform functions on our behalf, such as hosting or maintaining our services, collecting information, processing payments, responding to and sending email, or other functions necessary to our business. We may need to share your information and conversations with these service vendor companies. We provide service vendors with only information necessary to perform their functions, and we will not allow them to use your information for any other purpose.
- b. If you engage in text conversation with Empatexters, they will be able to access the information that you include in your messages. We only allow Empatexters to use your information as necessary to provide our services. Administrators may access copies of your conversations with Empatexters to the extent technically required for the provision

of our services and also in order to advise Empatexters on best practices. Conversations may be saved indefinitely for reference.

- c. If you submit any voluntary information to a portion of our services that is accessible by other users or third parties, including an online forum or comments section, those other users or third parties will be able to see that voluntary information. Accordingly, only include information in such submissions you are comfortable sharing with third parties.
- d. If you are a user and Empatext determines in its sole discretion that we cannot provide sufficient support services to you or that you are in an emergency situation, Empatext reserves the right to transfer a copy of your saved conversations with Empatexters and relevant Personally Identifiable Information (such as your telephone number and email address, if provided) to third-party support systems and/or emergency services. Empatext may not inform users when conversations and Personally Identifiable Information are transferred under this scenario.
- e. If we believe that you are at risk of harm from another, or that you are harming or interfering with yourself or others, or that you are violating (either intentionally or unintentionally) our Terms of Use or otherwise violating legal rights, we may reveal your Personally Identifiable Information to attorneys, private investigator organizations, third-party support systems including college or university support systems, or law enforcement agencies. Empatext may not inform users when conversations and Personally Identifiable Information are transferred under this scenario.
- f. We will reveal your information to the extent we reasonably believe we are required to do so by law. If we receive legal process calling for the disclosure of your information we will attempt to notify you within a reasonable amount of time before we respond to the request, unless such notification is not permitted.
- g. Empatext shall be entitled to transfer to a third party information it collects, including any Personally Identifiable Information, in connection with a sale of all or substantially all of the assets of the entity responsible for the information under this Privacy Policy.
- h. We may choose to rely on and share information with companies closely related to us for certain purposes under this Privacy Policy. Such affiliated entities may control, be controlled by, or be under common control with Empatext, whether the control results from equity ownership, contract, overlapping management or otherwise. In this context, “control” means the ability to materially influence or control management decisions. You agree that Empatext affiliates will be entitled to enjoy our rights under this Privacy Policy and, in exchange, we agree that we will be responsible for our affiliate’s conduct under this Policy, if our affiliate fails to comply with any resulting obligations. In any event, we ensure that our affiliates agree to protect Personally Identifiable Information in a manner no less protective of your interests than the protections set out in this Policy.
- i. We may de-identify your personal information so that you are not identified as an individual, and provide that information to our partners. We may also provide aggregate usage information to our partners (or allow partners to collect that information from you), who may use such information to understand how often and in what ways people use our services, so that they, too, can provide you with an optimal online experience. However, we never disclose aggregate usage or de-identified information to a partner (or allow a

partner to collect such information) in a manner that would identify you as an individual person.

7. Changing or Removing Information, Opting Out

If you sign up to receive communications from us via our email list, we will provide you with the ability to decline receiving such communications. Instructions for opting out will be provided if and when we determine to send you such a communication. You will not be allowed to opt out of formal notices concerning operation of our services, and legal or other related notices concerning your relationship to our services.

Through account settings, you may access and, in some cases, edit or delete your name, email address, and password you've provided to us. The information you can view, update, and delete may change as our services change. If you have any questions about viewing or updating the information we have on file about you, please contact us using email: privacy@empatext.com.

Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to contact us to prevent disclosure of Personal Information to third parties for such third parties' direct marketing purposes. In order to submit such a request, please contact us: privacy@empatext.com.

Finally, if you request, we will remove your name and all other Personally Identifiable Information that you have provided from our databases. It may be impossible to remove this information completely, due to backups and records of deletions. If you request deletion of your information, you will not be able to utilize associated features of our services. You may not remove de-identified, anonymous, or aggregate data from our databases.

8. Security

We have put in place security systems designed to prevent unauthorized access to or disclosure of Personally Identifiable Information you provide to us, and we take reasonable steps to secure and safeguard this information. This provision should not be construed in any way as giving business, legal, or other advice, or warranting as fail proof, the security of information provided by or submitted to Empatext. Due to the nature of Internet and text messaging communications and evolving technologies, we cannot provide, and disclaim, assurance that the information you provide us will remain free from loss, misuse, or alteration by third parties who, despite our efforts, obtain unauthorized access.

9. Participation by Children and Teens, Advisory

Our services are intended for users age 18 and older. Due to federal law (as reflected in COPPA), we do not allow individuals whom we know are under 13 to participate in our services. You must be at least 13 years old to use our services. If you are between 13 and 18, please review this agreement with your parent or guardian.

We reserve the right to refuse our services to any minor who attempts to use our services without the involvement of an adult. If you are paying or donating money to our company, you must be a legally authorized user of the credit card or account used in the financial transaction.

10. Notification of Changes

From time to time, Empatext may change its Privacy Policy. If we make any changes regarding disclosure of information to third parties, we will alert you by placing a notice on our website, <https://empatext.com/>, by sending you an email, and/or by some other means. If you use our services in any way after a change of the Privacy Policy is effective, your use signifies that you agree to all of the changes.

11. Relationship to Terms of Use and Other Contracts

This Privacy Policy must be read in conjunction with our [Terms of Use](#). The provisions of our Terms of Use are incorporated herein. To the extent the Terms of Use conflict with the terms of this Privacy Policy, the terms of this Privacy Policy will control.

12. Contact Us

If you have any questions about this Privacy Policy or our services, please contact us at: privacy@empatext.com.