



Privacy Policy

How We Handle Your Personal Information

Neo Healing ("the Practice," "we," "us," "our") respects your privacy. This Privacy Policy explains what personal information we collect, why we collect it, how we use and protect it, and the rights you have regarding it.

This Policy applies to all Clients regardless of location and is intended to comply with the **EU General Data Protection Regulation 2016/679 ("GDPR")**, the **UK GDPR and Data Protection Act 2018**, the **California Consumer Privacy Act and California Privacy Rights Act ("CCPA/CPRA")**, and analogous laws.

Last updated: May 17, 2026

1. Data Controller

The data controller responsible for your personal information is:

- **Neo Healing / Psychic Neo**
- **Email:** via the contact form on our website (Subject: "Privacy Inquiry")

If you have questions about this Policy or your data, contact us using the details above.



2. No Session Recording Policy

The Practice does not record, transcribe, or retain any session content in any form.

This includes audio, video, text, notes, or any other record of what is discussed during a Reiki, mediumship, or psychic reading session. All session communication is **transient** — it exists only during the live session and is immediately discarded by the Practice.

- No recordings are made by the Practice without your knowledge or consent.
- No transcripts are created or retained by the Practice.
- No notes are retained by the Practice.
- No data about session content is backed up, archived, or stored by the Practice for any period.

However, at Client request, the Practice may prepare a summary or report of insights or messages received during the session and send it directly to you via your preferred communication channel (email, Signal, Proton Meet, or other messenger). This summary is sent directly to you; the Practice does not retain a copy in any location, including:

- **Email:** The summary is deleted from the Practice's Outbox, Sent folder, and any cloud backup associated with the email account
- **Messengers/Apps:** The summary is deleted from the messenger application and, where technically possible, from the filesystem of the device used to send it
- **Phone communications:** If a phone is used for communication, any reports are deleted from the messenger app and protected by standard operating system mechanisms that prevent file data access

Any such summary will not include identifying information about third parties.

You agree not to record the session in any form (audio, video, or written notes) without explicit prior consent from the practitioner.

Session content is processed solely for the purpose of delivering the Service you booked, and is not retained by the Practice after the session concludes (except as sent directly to you as described above).

3. What We Collect

When you book or receive a Service, communicate with us, or visit our website, we may collect:

- **Identity data** — first name; last name (optional); and (for Clients under 18) parent or legal guardian name where age verification or guardian consent is required;



- **Contact data** — email address; telephone number (optional); postal address where provided for invoicing;
- **Message content** — any information you choose to include in the message field of our contact form or in subsequent email correspondence with us;
- **Booking data** — appointment dates and times, service type, and any preferences or intentions you choose to share by email;
- **Payment data** — payments are processed by a third-party payment processor; we do **not** store full card details, but we receive and retain transaction confirmations and the last four digits where the processor supplies them;
- **Special category data** — by the nature of Reiki, mediumship, and psychic readings, our Services may involve information revealing your **religious or spiritual beliefs** and may incidentally touch on **health-related information**. Both are "special categories" of personal data under Article 9 GDPR. We do not retain notes or recordings of session content; any such information is processed only transiently during the Service itself. Where you request a summary report of insights or messages from your session, that report **may also contain special category data** (spiritual or health-related information). Your explicit consent to the Service includes consent to create and send this summary; however, the Practice does not retain the summary after sending it (see Section 2). Any such summary will not include identifying information about third parties;
- **Communications data** — emails, messages, and call records exchanged with us;
- **Technical data** — IP address, browser type, device identifiers, and cookies, where you visit our website (see Section 14).

5. How We Collect It

- **Directly from you** — when you submit our website contact form, send us an email, or otherwise communicate with us;
- **Via our payment processor** — Stripe, when you pay for a Service;
- **Automatically** — limited technical data set by our website hosting and content delivery infrastructure (see Section 14).

6. Legal Bases for Processing (GDPR / UK GDPR)

We process your data on the following legal bases:

- **Contract performance** (Art. 6(1)(b)) — to deliver the Services you book;
- **Explicit consent** (Art. 6(1)(a) and Art. 9(2)(a)) — where our Services incidentally involve information revealing religious or spiritual beliefs, we obtain explicit consent for any such processing;
- **Legitimate interests** (Art. 6(1)(f)) — for service improvement, fraud prevention, and business administration, where not overridden by your rights;



- **Legal obligation** (Art. 6(1)(c)) — for tax, accounting, and regulatory record-keeping.

You may withdraw consent at any time without affecting the lawfulness of processing carried out before withdrawal.

7. How We Use Your Data

- to schedule, prepare for, deliver, and follow up on Services;
- to process payments and issue receipts and invoices;
- to communicate with you about bookings, changes, and cancellations;
- to comply with legal, tax, regulatory, and insurance obligations;
- to defend or pursue legal claims;
- to improve, develop, and administer the Practice.

8. Who We Share It With

We share your data only with the following categories of recipients, each bound by appropriate written data-processing agreements where applicable:

- **Payment processor** — processes your payment and, in doing so, processes your name, email, billing address, and transaction data under its own privacy policy and data processing agreement;
- **Web infrastructure provider** — delivers our website and contact form securely, processing form submissions in transit and providing security services under its own privacy policy;
- **Cloud database provider** — stores contact-form submissions in a secured cloud database under its own privacy policy and data processing agreement;
- **Email provider** — processes your email correspondence under its own privacy policy;
- **Communication and session-delivery platforms** — the live Service is delivered through a platform agreed between the Client and the practitioner. The Practice prefers end-to-end encrypted, privacy-respecting platforms and recommends one of the following:
 - **Proton Meet** — end-to-end encrypted video, processed in Switzerland, no commercial metadata mining;
 - **Signal Messenger** — end-to-end encrypted voice and video, operated by a non-profit, minimal metadata;
 - **Ordinary telephone calls** — processed by your telecom carrier under its own terms.

The Practice can also accommodate, at Client request:

- **Zoom** — US-based, business-grade with appropriate data protection safeguards;



- **WhatsApp** — Please read this carefully before choosing this option. Although call and message content is end-to-end encrypted, **metadata (your phone number, who you communicate with, when, how often, and for how long) is processed for commercial purposes**, and your phone number is shared as a condition of using the service. Because our Services may involve sensitive information about your spiritual beliefs, the Practice does **not** recommend this platform and offers it only on explicit Client request. **If you nonetheless choose this platform, you do so with full knowledge of these terms and accept that metadata related to your sessions will be processed.**

Each platform processes connection metadata (such as participants, time, and duration) and, in some cases, contact identifiers, under its own privacy policy. The Practice does not record or store any session content through these platforms. **Your choice of platform determines which third party processes the metadata of your session; you confirm that you have read and accepted that platform's privacy terms before choosing it.**

- **Cryptocurrency payments** — Neo Healing accepts direct cryptocurrency payments (Bitcoin and Ethereum only). Cryptocurrency payments are sent directly to a public wallet address provided by the Practice and are not processed through a third-party payment processor. Cryptocurrency transactions are recorded on the blockchain but are not linked to client identity or booking data in the Practice's records. The blockchain records all transactions pseudonymously and is a public ledger maintained by the cryptocurrency network, not by the Practice.
- **Professional advisors** — accountants, insurers, and lawyers, where necessary;
- **Authorities** — where required by law, court order, regulatory request, or to protect rights, safety, or property.

We do not sell your personal data.

9. International Data Transfers

Our data processors and the platforms used to deliver Services are based in multiple jurisdictions:

- **Payment processor** — transfers data internationally, governed by Standard Contractual Clauses and/or adequacy decisions where applicable;
- **Web infrastructure provider** — operates globally with edge processing; your data may be processed in multiple regions;
- **Cloud database provider** — the storage region is **eu-central-1** and governed by Standard Contractual Clauses;
- **Session-delivery platforms** — varies by Client choice. **Proton Meet** processes data in Switzerland (covered by adequacy decisions). **Signal** operates from the United States. **Zoom** and **WhatsApp** transfer data to the United States under Standard Contractual Clauses and those platforms' own terms.



Where personal data is transferred outside your country of residence, we rely on the European Commission's **Standard Contractual Clauses (SCCs)**, the UK International Data Transfer Addendum, and (where applicable) adequacy decisions. Each of our direct processors incorporates SCCs in its Data Processing Agreement. Transfers via session-delivery platforms are governed by those platforms' own terms, which you accept by choosing to use them.

10. How Long We Keep It

- **Contact-form submissions** — automatically deleted **30 days** after submission. The Practice does not retain contact-form data beyond this period. If a submission leads to a booking, the resulting transactional record is retained as set out below; the original contact-form submission is still deleted on the 30-day schedule;
- **Email correspondence** — retained for **30 days** from the date of the last exchange, after which it is deleted;
- **Booking and transactional records** — for the period required by tax and accounting law (typically **six (6) to seven (7) years**, depending on jurisdiction);
- **Session content** — the Practice does not retain notes or recordings of Service content. Any information shared during a Service is processed transiently and is not stored;
- **Website and technical data** — as set out in Section 14.

After applicable retention periods expire, we delete or irreversibly anonymize the data.

11. Your Rights

Depending on your jurisdiction, you may have the right to access, correct, delete, or restrict processing of your personal data; to withdraw consent; and to lodge a complaint with your local data protection authority.

To exercise any right, contact us via the contact form on our website (Subject: "Privacy Inquiry"). We will respond within one (1) month (extendable by up to two further months for complex requests, with notice). We may need to verify your identity before responding.

If you are in California, the EU, UK, or another jurisdiction with specific data privacy laws, you have additional rights under those laws, including the right to know, access, delete, correct, and opt out of certain processing.

We do not sell or share personal information.



12. Children's Privacy

Clients under 18 ("Minors") may receive Services only with the **express, prior, written consent of a parent or legal guardian**, as set out in our Terms of Service. Where we process a Minor's data, we collect only the minimum necessary and with the guardian's active involvement.

14. Security

We use reasonable technical and organizational measures to protect your data, including encryption in transit and (where feasible) at rest, access controls, strong authentication, secure storage, and written processor agreements. No system, however, is completely secure, and we cannot guarantee absolute security.

15. Data Breach

If a personal data breach occurs that is likely to result in a risk to your rights and freedoms, we will notify the relevant supervisory authority **within 72 hours** of becoming aware of it where required by law, and we will notify affected individuals where the breach is likely to result in a high risk.

16. Cookies and Similar Technologies

Our website does not set any tracking, advertising, or analytics cookies of its own.

Because our website is delivered through **Cloudflare**, Cloudflare may set a small number of **strictly necessary cookies** for security and performance — for example, `__cf_bm` (bot management) and `cf_clearance` (security challenge). These cookies are essential to the operation and security of the website. Under the EU/UK ePrivacy framework, strictly necessary cookies do not require prior consent, but we disclose them here for transparency.

We do not use Google Analytics, social-media pixels, advertising trackers, or any other non-essential cookies. If this changes in the future, we will update this Section and, where required, present a consent banner.

You can block or delete cookies through your browser settings; blocking strictly necessary cookies may impair website security or functionality.



17. Not a Healthcare Provider

The Practice is **not** a covered entity under the US Health Insurance Portability and Accountability Act (HIPAA), and the Services are not healthcare. Information shared during a Service is not treated as protected health information under HIPAA. We nevertheless apply the protections set out in this Policy to any health-related information you choose to share.

18. Automated Decision-Making

We do not use your personal data for solely automated decision-making producing legal or similarly significant effects.

19. Changes to This Policy

We may update this Policy from time to time. Changes are effective when posted on our website. The "Last updated" date at the top reflects the most recent revision. Continued use of the Services after changes constitutes acceptance of the updated Policy.

20. Contact

For privacy questions, requests, or complaints:

- **Email:** via the contact form on our website (Subject: "Privacy Inquiry")