

EBM Fitness Solutions Privacy Policy

Last modified: **2018-01-19**

Effective date: **2018-01-19**

1. TERMS OF USE

This privacy policy as well as our Terms of Use found here:

www.ebmfitnesssolutions.com ("**Terms of Use**") govern your access of the **Online Personal Training**, whether: (a) accessed on a computer connected to the internet at **www.ebmfitnesssolutions.com** (the "**Site**"); (b) on the business social media properties of **EBM Fitness Solutions**; or (c) by mobile phone (individually and collectively, (a), (b) and (c) are the product (the "**Product**"), as owned and operated by **EBM Fitness Solutions** ("**Trainer**"), a(n) **MA** corporation having its registered address at **110 Newbury St Danvers, MA 01923** (referred to in these Terms as "**we**", "**us**" or the "**Trainer/Company**"). Terms capitalized but not defined in this Privacy Policy have the meanings set out in the Terms of Use.

2. INTRODUCTION TO PRIVACY POLICY

Trainer is committed to maintaining the confidentiality, integrity and security of any Personal Information (as defined below) about our subscribers to the Site. The Trainer strives to support individuals with their personal health and fitness goals , while respecting privacy expectations and protecting Personal Information. To demonstrate our commitment to protecting your privacy, we have developed this privacy policy ("**Privacy Policy**"), which describes how we will collect, use, disclose and protect your Personal Information through the Site.

By accessing and/or using the Product, you agree to all the terms and conditions of this Privacy Policy and the Terms of Use found here: **www.ebmfitnesssolutions.com** and which are incorporated here by reference. If you do not agree to all the terms and conditions of this Privacy Policy and the Terms of Use, do not use the Product.

3. AMENDMENTS TO THIS PRIVACY POLICY

The Trainer may amend or change this Privacy Policy at its sole discretion at any time, and in accordance with the amendment provisions set out in the Terms of Use. The use of the information we collect at any given point is subject to the Privacy Policy in effect at the time of collection. If we make any material changes we will notify you prior to the change becoming effective. We will post the most current Privacy Policy on the Product, and your use of the Product is subject to the most current Privacy Policy as posted on the Product at any time. We encourage you to periodically check our Privacy Policy for the latest information on our current policy.

4. CONTACT INFORMATION

If you have questions or concerns regarding our policy or practices, please contact our

privacy officer by email at **ebmfitnesssolutions@gmail.com** or at the following address:

EBM Fitness Solutions
110 Newbury St Danvers, MA 01923

If you do not receive acknowledgement of your inquiry or your inquiry has not been satisfactorily addressed, you can contact the **Federal Trade Commission** at:

Federal Trade Commission
600 Pennsylvania Avenue, NW Washington, DC 20580

5. GENERAL

We may provide areas on our websites where you can post information about yourself and others and communicate with others or upload content. Such postings are governed by the Trainer' Terms of Use. In addition, such postings may appear on other Product or when searches are executed on the subject of your posting. We cannot control who reads your posting or what other users may do with the information you voluntarily post. Therefore, we encourage you to exercise discretion and caution with respect to your personal information.

6. COLLECTION OF PERSONAL INFORMATION

1. Collection of information at registration

Registration is required if you want to use the Product. Clients may register at **www.ebmfitnesssolutions.com**. Other users may either sign in through **EBM's Online Training app and/or Facebook** and other social media sites or register using an online form located at **www.ebmfitnesssolutions.com/online-training** . As part of this registration, we will require that you submit certain information that is relevant to the purposes of the Product. We collect the following information ("Personal Information") from our subscriber's registration information: **first and last name, phone number, email address, and password**.

2. Mobile Device Location Information

Upon registration or the use of our location-enabled services on the Product (for example, when you access services from a mobile device), we may need to collect and process information about your actual Global Positioning System location (including the latitude, longitude or altitude of your mobile device) and the time the location information was recorded. Some of these services require your personal data for the feature to work and we may associate location data with your device identification and other information we hold about you. If you wish to use the particular feature, you will be asked for your consent. If you do not want your location information collected when you use the Product, please contact your device manufacturer or platform provider to determine how to disable the collection of this information.

3. Collection of information when you use the Product

When you use the Product, we automatically collect and store certain information

about your computer or device and your activities including:

- the IP address of your computer;
- the unique mobile device identifier;
- technical information about your computer or mobile device such as the type of device, mobile device identification number, web browser, other browser information (e.g., size, connection speed and connection type), and operating system or platform;
- your preferences and settings (time zone, language, etc.); and
- your internet provider or mobile carrier name.

4. Collection of information submitted by you

You may send electronic information or physical documentation to us in the following forms: messages or transaction information relating to your interactions with our trainers; receipts, personal data in text, video and picture form; and other subscriber-generated content provided to us in the normal course of your use of the Product, including but not limited to posts, profiles, comments, suggestions, forwarded messages, feedback information, usage information, transaction information and Traffic Data (as defined below).

5. Collection through interaction with the Product

We may collect your Personal Information when you communicate it to us by use of one of our web forms or other interactions with the Product, by email, or by any other means of communication.

The Product offers publicly-accessible blogs and allows you to create personal profiles which can be seen by others (collectively, “**Public Content**”). This Public Content and any of the information you post to the Site, such as reviews, are intended for public consumption. You should be aware that any information you provide in this area may be read, collected, and used by others who access them. We take no responsibility for any information which you or your employees, agents, contractors and representatives post or publish on the Product and you agree to indemnify and hold us harmless for any loss, cost, complaint, damage, claim or liability whatsoever arising from any such post or publication. We may post your testimonials along with your name on the Product from time to time if such information is provided to us.

If you are logged into social media sites such as **EBM's Online Training app and/or Facebook**, and you access but are not logged into the Product, we may receive information from such social media site to make it easier for you to create an account on the Product and show you relevant content from your friends on such social media. This information personalizes your experiences and helps you create an account. You can also connect your account on third party social media like **EBM's Online Training app and/or Facebook**, in which case we may collect and store information identifying your account with the third party service.

We may collect and store information (including personal information) locally on your device using mechanisms such as browser web storage (including HTML 5 and any applicable newer versions) and application data caches.

6. Traffic Data

"**Traffic Data**" is collected by the Product and our third-party traffic analysis provider through the use of software that is included on the Product as well as cookies that are stored temporarily on your computer. Together, these technologies help us manage our content by identifying which content is effective.

7. Use of Cookies and Usage Data

Cookies are small data files that are stored on a subscriber's computer for record-keeping purposes. Cookies track where you travel on the Product and what you look at. A session ID cookie expires when you close your browser. When you log into the Product, your browser may ask if you want it to remember you as a registered subscriber of the Product. If you accept, the session ID becomes a persistent cookie, which remains on your hard drive for an extended period of time. Although cookies are used by most major websites and are accepted by default by most web browsers, it may be possible to disable cookies via your browser settings.

We use session cookies and usage data to make it possible to navigate the secure environment inside the Product and to keep, and periodically track, information about you for the purpose of creating a personalized web experience and improving the Product or measuring and conveying to others the performance levels of the Product. We may link the information we store in cookies to any personally identifiable information you submit while on the Product. This is for the purpose of creating a personalized experience within the Product, to assist the Trainer in understanding its users and subscribers and designing improvements to the Product, and for the purpose of collecting usage and performance metrics.

8. Online and Mobile Advertising

We may allow third parties to use cookies on the Product to collect the same type of information for the same purposes as we do. Advertisers and advertising networks place advertisements on our websites and mobile applications. These companies as well as data analytics companies who service them may collect information, such as your computer's IP address, browser information, mobile device ID, and search queries as you use the Product. These companies also may use cookies and other technologies to collect data about you when you visit our Site. Cookies from advertising companies enable them to track your activity across various websites where they display advertisements and record and associate your activities, so they can show advertisements that they consider relevant to you. We do not have access to or control over the cookies that these third-parties use.

9. Use of analytics tools

The Product may from time to time implement other third-party analytics services that also use cookies. We will ensure that no personally identifiable information is included in those cookies. If the use of cookies by any service provider differs materially from the practices already listed, we will revise this document accordingly and notify existing customers/users of the change(s). Other cookies created by the Product are used to secure your login session and to help ensure the security of your account. Such cookies are unrelated to the aforementioned traffic analysis and are never shared with third parties.

10. Location Data

When you access the Product using a web browser or other application, we may gather and store certain types of information including: traffic data from your browser, your IP address, location, GPS signals sent by a mobile device, cookie information, and the pages you visit on the Product. Traffic data is helpful in identifying and fixing problems with the Product.

7. USE AND DISCLOSURE OF PERSONAL INFORMATION

1. General use

The Company will not use or disclose Personal Information for purposes other than the identified purposes of the Product. We may use your Personal Information (defined above) to:

- enforce our Terms of Use;
- provide customer service and support, administrative messages, resolve disputes, and troubleshoot problems including helping third-party service providers fulfil their functions;
- aggregate, anonymize data, and sell aggregated and anonymized data for analytical, marketing and other purposes;
- fulfill your requests for certain features of the Product;
- customize, measure, and improve the Product;
- offer or provide you with products and services including providing you information relating to receipts, technical notices, updates, and security alerts;
- inform you of targeted marketing, service updates, and promotional offers unless you opt out;
- assist us to measure our performance and to share performance information with others;
- comply with legal or regulatory requirements (as described below); and
- fulfill other purposes, subject to your explicit consent.
- **[additional_personal_information_uses]**

2. Third-party disclosure

We may share personal information or feedback with affiliates, third-party vendors, consultants and other service providers who work for us. We may share your first name and comments or feedback with third-parties. We will not tie any other information, other than your first name, that can identify you to your comments or feedback. However, third-parties may be able to tell who you are from your comments, particularly if you provide your full name or your contact information in the comments.

3. Surveys

From time to time, the Trainer may offer you the opportunity to participate in contests, giveaways and other promotions. Any information submitted in connection with such activities will be treated in accordance with this Privacy Policy, except as specifically set forth in the rules for those contests, giveaways or promotions. From time to time, the Trainer may also ask you to participate in surveys designed to help

us improve the Product. Any Personal Information provided to the Trainer in connection with any survey will be used only in relation to that survey and as elsewhere set forth in this Policy.

4. Acquisition of the Company

In the event that **EBM Fitness Solutions**, or all or a portion of the business, or one or more of its divisions, is acquired by one or more third parties as a result of an acquisition, merger, sale, reorganization, consolidation, liquidation or another similar transaction, your Personal Information shall be one of the transferred assets.

5. Retaining Information

We may retain your personal information while you have an account with us and thereafter for as long as we need it for purposes not prohibited by applicable laws and subject to the provisions in our Terms. This data may be retained for approximately **thirty (30)** days after your relationship with us has been terminated.

6. 7.6 Legally compelled disclosures

Notwithstanding the foregoing, the Trainer reserves the right (and you authorize the Trainer) to share or disclose your Personal Information when the Company determines, at its sole discretion, that the disclosure of such information is necessary or appropriate:

- to enforce our rights against you or in connection with a breach by you of this Privacy Policy or the Terms of Use;
- to investigate or respond to suspected illegal or fraudulent activity or to protect the safety, rights, or property of us, our users, or others;
- to prevent prohibited or illegal activities; or
- when required by any applicable law, rule, regulation, subpoena, or other legal process.

8. DISCLOSURE OF PAYMENT CARD INFORMATION

To use certain services on the Product, we may require credit or debit card account information. By submitting your credit or debit card account information through the Product, you expressly consent to sharing of your information with third-party payment processors, other third-party service providers, and applicable businesses.

1. DATA RETENTION AND ACCOUNT TERMINATION

Users may terminate their account by pressing the unsubscribe button or by emailing **ebmfitnesssolutions@gmail.com**. After **thirty (30)** days of receiving a termination request, or immediately after we terminate our relationship with you, the user profile, including all offered promotions, will be removed from the Product, but we may retain information about you for the purposes authorized under this Privacy Policy and our Terms unless prohibited by law. For example, we may retain information to prevent, investigate, or identify possible wrongdoing in connection with the Product or to comply with legal obligations.

2. CONSENT AND PRIVACY SETTINGS

By using the Product, you consent to the collection, use and disclosure of your Personal Information by us in the manner described in this Privacy Policy. You may always opt not to disclose certain Personal Information, but which may restrict access certain features of the Product. For example, your name and email address are necessary to complete the registration process. At any time after registration, you may opt out of most email communication from us by clicking on the opt-out link at the bottom of our emails, or by contacting us at the contact details listed above. However, we may still contact you for administrative purposes. Withdrawing consent will not apply to actions the Company has already taken based on your prior consent.

By providing your mobile phone number, businesses expressly consent to receive direct dial calls, from Trainer for any urgent and administrative issues. When you sign up for an account, you are opting in to receive emails and notifications from the Product and other Product users such as businesses signed up with the Product.

9. ACCURACY OF INFORMATION AND INDIVIDUAL ACCESS

The Trainer relies on you to ensure that the Personal Information you enter into our system is as accurate, complete and up-to-date as necessary for the purposes for which it is to be used. You may make changes or corrections to your Personal Information at any time. You may review or update your personal information by clicking your settings tab in your business dashboard or in the menu located within your personal profile or by emailing **ebmfitnesssolutions@gmail.com**.

When updating your personal information, we may ask you to verify your identity before we can act on your request. Unless required by law, we may reject requests that are unreasonably repetitive, require disproportionate technical effort, risk the privacy of others, or would be extremely impractical. Where we can provide information access and correction, and when required by law, we will do so for free.

We also make every effort to ensure the accuracy of the information in our reports, displays, articles and support queries. However, you must verify all information created from your use of the Product. We recommend that you consult a professional before completing any government or regulatory filing or otherwise relying upon the information, as the use of this information is at your own risk. You are responsible for ensuring that the information you have entered into our system is accurate, reliable and complete.

10. THIRD PARTY SERVICE PROVIDERS

We may share your Personal Information with service providers who help us to run our operations or to otherwise fulfill your request or as required by law. Our service providers are restricted from using your Personal Information in any way other than for the service they are providing. We ensure that such third parties maintain reasonable and appropriate safeguards. You own your data in accordance with the rules for subscriber generated content set out in the Terms of Use **www.ebmfitnesssolutions.com** and can download your own data via the Product at any time.

11. BUSINESS TRANSFERS

We may share information from or about you with subsidiaries, joint ventures, or other companies under common control, in which case we will require them to honour this Privacy Policy.

12. LINKS TO OTHER WEBSITES

Links to sites controlled or operated outside of our domain (each individually a “Third-party Site” and collectively the “Third Party Sites”) are provided as a convenience to you only and do not imply an endorsement by us of a Third Party Site or the company it purports to represent. We do not assume any responsibility for information and materials found on, or the privacy practices of, a Third Party Site. This Privacy Policy does not apply to a Third Party Site.

13. SECURITY MEASURES

We take your privacy very seriously. To keep your Personal Information secure, you are required to safeguard your subscriber name and password information in accordance with the Terms of Use.

In addition, we restrict unauthorized access through protective policies, procedures, and technical measures, including:

- a. providing reasonable physical and electronic safeguards with regard to the storage of Personal Information;
- b. limiting access to your Personal Information to those employees or contractors who we reasonably believe need to come into contact with that information to provide products or services to you or in order to do their jobs; and
- c. governing employees and other contractors by strict standards and policies to ensure that Personal Information is secure and treated with the utmost care and respect.

Please note that no data transmission over the internet or otherwise can be guaranteed to be completely secure. As a result, while we strive to protect your Personal Information, we cannot warrant the security of any information you transmit to us, and you do so at your own risk.

If you have a security related concern, please contact us at the contact details provided above. We will work closely with you to ensure a quick and personal response to your concerns.

14. DISCLAIMER

IF YOU CHOOSE TO ACCESS THE PRODUCT, YOU DO SO AT YOUR OWN RISK, AND ARE RESPONSIBLE FOR YOUR OWN HEALTH AND WITH COMPLYING WITH ALL LOCAL LAWS, RULES AND REGULATIONS. WE MAY LIMIT THE AVAILABILITY OF THE PRODUCT, IN WHOLE OR IN PART, TO ANY PERSON, GEOGRAPHIC AREA AND/OR JURISDICTION WE CHOOSE, AT ANY TIME AND IN OUR SOLE DISCRETION. OUR PRIVACY POLICY DOES NOT COVER THE

INFORMATION PRACTICES OF OTHER COMPANIES AND ORGANIZATIONS WHO ADVERTISE OUR SERVICES, AND WHO MAY USE COOKIES, PIXEL TAGS, AND OTHER TECHNOLOGIES TO SERVE AND OFFER RELEVANT ADVERTISEMENTS.

15. NOTIFICATIONS

In the unlikely event that we believe that the security of your Personal Information in our possession or control may have been compromised, we may seek to notify you of that development. If a notification is appropriate, we may notify you by the email address registered to your account.

We will never send email messages to customers requesting confidential information such as passwords, credit card numbers, or social security or social insurance numbers. Please do not act on any such emails as you may compromise your Personal Information by replying or by following links to a fraudulent website.

16. MISCELLANEOUS

If any portion of this Privacy Policy is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Privacy Policy as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Privacy Policy that is unlawful, void or unenforceable shall be stricken from this Privacy Policy. The insertions of headings are for convenient reference only and are not to affect the interpretation of this Privacy Policy.