

PRIVACY POLICY

The website <https://www.eiadvantage.ca> (the “Site”) is operated by **9627316 Canada Ltd. o/a EI ADVANTAGE** (also referred to as “EI”, “us”, or “we”). We respect your right to control your personal information. That is why we have developed this privacy policy (the “Privacy Policy”) which describes:

- the types of personal information we collect about you;
- the purposes for which we collect that information;
- how we use that information;
- with whom we share that information;
- how we safeguard that information;
- the choices available to you regarding how we use your personal information; and
- how you can contact us about our privacy practices.

This page contains the Privacy Policy for the Site, as well as for any other websites or microsites operated by EI (collectively and together with the Site, the “Sites”), and for any web applications, tools, forums, or social media pages offered by EI on the Sites, and for any online services offered by EI including, but not limited to, any executive and leadership coaching, leadership development courses and programs, mentor coaching, certification programs, client and/or team assessment services, education, training, and facilitation services, and team and group coaching offered online by EI (together with the Sites, the “Service”).

By accessing or using the Service, you consent to the collection, use and disclosure of personal information by EI in accordance with this Privacy Policy. You may choose not to provide us with personal information. However, if you make this choice we may not be able to provide you with the application, service or information that you request.

If you are an Organization subscribing on behalf of your clients, users, or employees, you acknowledge that you have obtained express consent from your clients, users, or employees for you to use the Service and/or provide their personal information to us so that they can use the Service.

We recommend that you read this Privacy Policy in its entirety to ensure that you are fully informed. However, you can access specific sections of this Privacy Policy based on the type of information you are looking for by clicking on the links below.

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1. Definitions

For the purposes of this Privacy Policy, the following words have the following meanings:

“**collection**” means the act of gathering, acquiring, recording or obtaining personal information from any source, including third parties, by any means.

“**consent**” means voluntary agreement with the collection, use and disclosure of personal information for defined purposes. Consent can be either express or implied and can be provided directly by the individual or by an authorized representative, such as a parent or guardian.

Express consent is permission that is granted by an individual taking a positive step to signify consent and may be given orally, electronically or in writing. Implied consent is the assumption of consent that can reasonably be inferred from a user's action or inaction.

“**disclosure**” means making personal information available to a third party.

“**employee**” means an employee of EI, and for the purpose of this Privacy Policy only, includes agents, independent and other contractors performing services for EI.

“**non-personal information**” means information that does not identify a specific individual and which we are unable to connect to other information in order to identify a specific individual.

“**Organization**” means a company, entity or organization, including any business, but does not include an individual.

“**personal information**” means information about an identifiable individual, but not aggregated information that cannot be associated with a specific individual.

“**registered user**” means a user who has created and registered an account or accounts with EI, as well as an Organization that has created and registered an account or accounts with EI.

“**Supervisory Authority**” means an independent public authority that is responsible for monitoring compliance with the General Data Protection Regulation.

“**third party**” means an individual other than the user, or the user's agent, or an organization outside EI or an Organization.

“**use**” means the treatment, handling and management of personal information by and within EI.

“**user**” means an individual who visits the Sites and/or accesses the Service and/or uses the Service, as well as an Organization which visits the Sites and/or accesses the Services and/or uses the Service. [back to top](#)

2. Personal Information We Collect

When you interact with us through the Service, we may collect or receive the following types of information.

Personal Information You Provide To Us

You may provide us with your personal information in different ways. For example, we may collect any or all of the following personal information if the information is reasonably required to provide the Service to you:

- (a) information that you provide when you become a registered user or otherwise complete forms on the Service, such as your name, company name email address, postal address, telephone number, age, country of residence and occupation/title;
- (b) your log-in and password details in connection with your EI account(s), including your username;

- (c) your correspondence with EI employees, or independent contractors, including any questions, concerns or comments you may have about the Service or problems that you report;
- (d) comments, videos, photographs, and any other content or information that you may post or submit to the Service, including any responses you provide to prompts within one of our online courses or elsewhere on the Service; and/or
- (e) details of your requests made through the Service.

EI does not collect information related to method of payment such as a credit or debit card number. All purchases of EI products and services will be directed to and handled by third parties such as Apple, Stripe, Shopify or PayPal. You will be bound by the privacy policies of these third party sites.

Technical Information We Collect Automatically

When you visit the Service, we may collect, using electronic means, technical information. This information may include:

- (a) the IP address of your computer and which browser you used to view our Service;
- (b) operating system;
- (c) resolution of screen;
- (d) location;
- (e) language settings in browsers; and/or
- (f) the site you came from and searched for keywords if arriving from a search engine.

This technical information (some of which in certain instances may be considered personal information) is aggregated and used to measure and improve effectiveness of our Service. We do not attempt to combine this technical information with other personal information we collect on our Service.

Personal Information Posted by You or Others to the Service

If you voluntarily submit or post any information, videos, photographs or other content (“**User Content**”) to the Service, such as in a classroom message board, if available, certain of your personal information may be included in the posting, such as your username and email address, and this information may be collected and used by others. EI has no control over and is not liable for the collection, use or disclosure of any posted User Content or your included personal information by users of the Service. You are responsible for ensuring the protection of any of your personal information that you post to any other user’s account, EI messaging account or to the Sites or Service. The term “User Content” does not include aggregated non-personal data as described in Section 10 of this Privacy Policy. [back to top](#)

3. Purpose of Collection and Use of Personal Information

EI collects your personal information and will use your personal information as is reasonably required for the following purposes:

- (a) if you are a registered user, to establish and maintain your EI account;
- (b) to provide web applications, the Service, and/or the other services or information that you request;
- (c) to verify your identity if you submit comments, videos, photographs, opinions, or any other content or information to the Service;
- (d) to respond to questions, comments, requests, job applications, or complaints that you submit to EI;
- (e) to collect amounts owing from you to EI, if applicable;
- (f) to track communications with you;
- (g) to analyze use of the Service and to improve the Service;
- (h) to send emails, newsletters, regular mail or other communications you have consented to receive from EI;
- (i) to provide Service-related announcements or notifications to you;
- (j) to fulfill a purpose that we disclose to you when we request your personal information;
- (k) to de-identify, anonymize and/or aggregate your personal information resulting from the combination and/or aggregation of certain raw personal information collected from you with other data in a way that no longer personally identifies you;
- (l) to display advertising on the Service or to manage and serve our advertising on other sites. See Section 15 on targeted advertising and how you may opt out; and/or
- (m) to meet legal and regulatory requirements.

Your personal information will only be collected and used by EI and our employees, independent contractors, agents, partners and service providers in a manner consistent with the activities of EI. Access to your personal information by EI employees, independent contractors, agents, partners and service providers is limited only to those authorized, based on their need to deal with the personal information for the reason(s) for which it was obtained, including to enable them to perform a business, professional or technical support function for EI. [back to top](#)

4. Disclosure of Personal Information

EI may disclose your personal information to:

- (a) its employees, independent contractors, agents, partners and service providers as is reasonably necessary to enable these parties to perform a business, professional or technical support function for EI;
- (b) a person who, in the reasonable judgment of EI, is seeking the information as your agent; and
- (c) a third party or parties, where you consent to such disclosure or the disclosure is permitted or required by law.

Service Providers

EI has contracts in place which stipulate how your personal information can be used by our third party agents, partners and service providers. Such a third party's use of your personal information is limited to what is necessary for EI to provide the Service, though similar to EI, such a third party may anonymize and aggregate the data we provide to them. They may use that aggregated, anonymized and de-identified data for their own purposes, but only where the data is no longer identifiable to any particular individual and cannot be used alone, or together with other information to identify a specific individual.

Corporate Reorganization and Business Transfers

We may also disclose your personal information in connection with a corporate re-organization, a merger or amalgamation with another entity, a sale of all or a substantial portion of our assets or stock, including any due diligence exercise carried out in relation to same, provided that the information disclosed continues to be used for the purposes permitted by the Privacy Policy by the entity acquiring the information. [back to top](#)

5. Change of Purpose

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another purpose and that purpose is compatible with the original purpose. If we need to use your personal data for an unrelated purpose, we will notify you and obtain your consent to do so pursuant to Section 22.

Please note that we may process your personal data without your knowledge or consent where this is required or permitted by law. [back to top](#)

6. Children

The Service is intended for general audiences and is not directed to children under the age of 16. We do not knowingly collect personal information from children under 16. In the event that we learn that we have collected personal information from a child under the age of 16, we will take appropriate steps to delete that personal information. If you become aware or believe that a child has provided us with personal information, please contact us as provided in Section 18. [back to top](#)

7. Safeguarding Your Personal Information

EI is committed to safeguarding your personal information. EI uses appropriate security measures to protect personal information against risks such as loss or theft, unauthorized access, disclosure, copying, misuse, modification or destruction, and any other unlawful form of processing of the personal information in our possession regardless of the format in which it is held. The methods of protection and safeguards used by EI include, but are not limited to:

- **Administrative safeguards** such as privacy and security policies and procedures, privacy and data protection training for EI employees, independent contractors, and agents;
- **Technical safeguards** such as security testing, vulnerability scans, and technological measures, including the use of passwords, encryption, firewalls, and secure coding frameworks;
- **Physical safeguards** such as locked filing cabinets, and need-to-know access for EI employees, independent contractors, agents, partners, and service providers.

EI also ensures that its employees with access to personal information are made aware of the importance of maintaining the confidentiality of personal information.

EI takes care in disposing of or destroying personal information to prevent unauthorized parties from gaining access to the information.

In any organization, failure to protect personal information can increase the risk of a privacy breach which can lead to things such as financial loss, reputational harm, fraud, or identity theft. While EI cannot guarantee that a privacy breach will not occur, EI will make every effort to prevent such occurrences by implementing the above security safeguards.

While EI is committed to safeguarding your personal information, we cannot ensure or warrant the security of any personal information we collect either directly or automatically from you, and you provide your personal information at your own risk.

EI also cannot guarantee that such personal information may not be accessed, disclosed, altered, or destroyed by breach of any of our security safeguards. To the degree that personal information is of a sensitive nature, in the event of a breach, there may be a risk of significant harm to you which includes bodily harm, humiliation, damage to reputation or relationships, loss of employment, business or professional opportunities, financial loss, identity theft, negative effects on the credit record and damage to or loss of property.

EI also cannot guarantee that information sent or received over the Internet is secure and does not make any representation or warranty concerning the security of personal information communicated to or from EI via the Internet or regarding the interception by third parties.

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8. Cross Border Transfers of Personal Information

Subject to any contractual restrictions as between EI and an Organization, your personal information may be stored and processed in any country (e.g. Canada, United States) where we engage third party service providers. While such information is outside of your country of residence, it is subject to the law of the country in which it is held, and may be subject to disclosure to the governments, courts, law enforcement agencies or regulatory agencies of such other country, pursuant to the laws of such country. For example, personal information stored in the United States is subject to the USA PATRIOT ACT. However, our practices will always continue to be governed by this Privacy Policy.

EI has measures in place to ensure that during cross-border transfers of your personal information the personal information is subject to appropriate safeguards in accordance with data protection laws. These measures typically include contractual safeguards stipulating the confidentiality of the information and the purposes for which it is to be used.

Where and when appropriate, we will transmit amended personal information to third parties having access to the personal information in question. [back to top](#)

9. Retention of Personal Information

EI will only keep personal information for as long as reasonably necessary to fulfil the relevant purposes set out in this Privacy Policy and in order to comply with our legal and regulatory obligations. To determine the appropriate retention period for your information, we consider the amount, nature, and sensitivity of the information, the potential risk of harm from unauthorized use or disclosure of your information, the purposes for which we process your information and whether we can achieve those purposes through other means, and the applicable legal requirements.

We may also retain aggregated non-identifiable personal information indefinitely after your account has been closed for research or statistical purposes. See Section 10 with respect to non-personal information.

Please note, if you are a registered user and your EI account becomes inactive, EI may choose not to retain your personal information associated with your EI account, or any other records associated with your EI account, for a period longer than three years after your EI account becomes inactive, in which case such information may be destroyed. If your EI account becomes inactive, you are solely responsible for exporting any such information from your EI account that you may wish to retain. [back to top](#)

10. Non-Personal Information

EI may collect, use, and disclose non-personal information, including aggregated data resulting from the combination and/or aggregation of certain raw data collected from you with other data in a way that no longer personally identifies you. We make no attempt to link this non-personal information with the identity of individuals. We may permanently archive non-personal information for future use in any manner whatsoever. [back to top](#)

11. Accuracy of Personal Information

EI is committed to keeping your personal information as complete, up-to-date, and accurate as is necessary for the purposes for which it is to be used. EI will promptly correct or complete any personal information found to be inaccurate or incomplete. Where appropriate, EI will transmit amended information to third parties having access to the personal information in question. [back to top](#)

12. Access to Personal Information

Upon request, EI will provide you with a reasonable opportunity to review the accuracy of your personal information. Such personal information will be provided within a reasonable time of the request and at a minimal or no cost to you.

Also upon request, EI will provide an account of the use and disclosure of your personal information and, where reasonably possible, will state the source of the information. In providing an account of disclosure, EI will provide a list of organizations to which it may have disclosed personal information about you when it is not possible to provide an actual list.

In certain circumstances, EI may not be able to provide access to all the personal information we hold about you. In such a case, we will provide the reasons for denying access upon request. Such reasons may include:

- (a) if doing so would likely reveal personal information about another individual that cannot be severed, or the information could reasonably be expected to threaten the life or security of another individual;
- (b) if doing so would reveal any of our confidential information;
- (c) if the information is protected by solicitor-client privilege;
- (d) if the information was generated during a formal dispute resolution process; or
- (e) if the information was collected in relation to the investigation of a breach of an agreement or a contravention of a federal or provincial law, or that of a foreign jurisdiction.

Individuals can obtain information or seek access to their personal information by contacting our Privacy Officer pursuant to Section 18 of this Privacy Policy during regular business hours. [back to top](#)

13. Cookies and Similar Technologies

The Service uses “cookies”, which are small text files placed on your computer or other device when you visit a website. When you visit the site again, the cookie allows that site to recognize your browser. Cookies may store user preferences and other information.

There are three main types of cookies:

- (a) **Session Cookies** are specific to a particular visit and limited to sending session identifiers (random numbers generated by the server) so you do not have to re-enter information when you navigate to a new page or check out.

Session cookies are not permanently stored on your device and are deleted when the browser closes;

- (b) **Persistent Cookies** record information about your preferences and are stored in your browser cache or mobile device and remain on your device between browsing sessions. For example, a persistent cookie may be used on a website to remember your log-in details so you will not need to enter those details each time you visit that website; and
- (c) **Third Party Cookies** placed by someone other than us which may gather data across multiple websites or sessions.

We use the below listed cookies to perform the following functions:

- (a) **Strictly Necessary / Technical Cookies** that are essential to enable you to move around a website and use its features. You cannot withdraw your consent to the use of these types of cookies because without them, the Service cannot be provided.
- (b) **Analytical / Performance Cookies** that collect information in aggregated form about how users interact with the Service so that we may improve functionality. These cookies are sometimes placed by third party providers which enable features or functionality provided by third parties in connection with the Service. For example, advertising, interactive content, and analytics (see Section 16). The parties that set these third-party cookies can recognize your device both when it visits the website in question and when it visits certain other websites.
- (c) **Functional Cookies** that allow a website to remember choices you make, recognize you when you return and to personalize content.
- (d) **Targeting / Advertising Cookies** that track browser habits and used to deliver targeted (interest-based) advertising based on your browsing activities and interests. See Section 15 on how you may opt out of targeting advertising.

You acknowledge that where we allow third parties to drop cookies, we have no control over those cookies or the data generated. Please refer to the third party's privacy policy for information on what information they collect and how they use it. These cookies are likely to be analytical/performance cookies or targeting cookies.

Other Technologies

We may use other technologies similar to cookies like web beacons, which are sometimes called "tracking pixels" or "clear gifs". These are tiny graphics files that contain a unique identifier that enable us to recognize when someone has visited the Service or opened an email that we have sent them. In many instances, these technologies are reliant on cookies to function properly, and so declining cookies will impair their functioning.

Right to Refuse the Use of Information Collection Technologies

We obtain your consent to our information collection technologies through our opt-in mechanism on the Service. You have the right to object to the use of information collection technologies such as cookies. Regular cookies may generally be disabled or removed by tools that are available as part of most commercial browsers, and in some but not all instances can be blocked in the future by selecting certain settings. Each browser you use will need to be set separately and different browsers offer different functionality and options in this regard.

Please be aware that if you disable or remove these technologies you may find that certain functions and features will not work as intended on the Service and that when you revisit our website your ability to limit cookies is subject to your browser settings and limitations.

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14. Links to Other Websites

The Service may contain links to other sites, such as Facebook, Instagram, YouTube, Twitter, and LinkedIn. This Privacy Policy only applies to personal information that we collect, use and disclose. We are not responsible or liable for the privacy practices of third parties, and we strongly recommend that you review their privacy policies before you disclose personal information to them. [back to top](#)

15. Targeted Advertising and How You May Opt Out

We may use third party advertising partners such as advertising networks, exchanges, and social media platforms to display advertising on the Service or to manage and serve our advertising on other sites. You have a variety of options to opt out of interest-based advertising ranging from browser controls, add on utilities such as ad blockers, and other opt out tools. Opt out tools may include organizations such as:

- Network Advertising Initiative: <https://optout.networkadvertising.org/?c=1>;
- Digital Advertising Alliance ("DAA") of Canada: <https://youradchoices.ca/>;
- DAA YourAdChoices: <https://youradchoices.ca/en/tools>.

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16. Analytics

The Service utilizes Google Analytics, a web analysis service from Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA ("Google"). Google Analytics uses "cookies," which are text files placed on your computer, to help the website analyze how users use the Service, compiling reports on the activity of the Service for the Services' operators and providing other services relating to website activity and Internet usage. The information generated by the cookie (including the IP address) is transferred and stored on a Google server located in the United States.

Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other information held by Google.

We may also use additional analytics programs from time to time to process non-personal information about you.

We make no attempt to link this non-personal information with the identity of individuals using the Service. Non-personal information may be permanently archived for future use in any manner whatsoever by EI.

Disable Google Analytics

You can prevent the collection and processing of cookie created data relating to your utilization of the Service (including your IP) via Google by downloading and installing the browser-plugin available under the following link (<https://tools.google.com/dlpage/gaoptout?hl=en>).

Google currently offers this opt-out tool for Google Chrome, Mozilla Firefox, Apple Safari and Microsoft Edge.

Further information concerning the terms and conditions of Google's use and data privacy can be found at <https://www.google.com/analytics/terms/us.html> or at <https://policies.google.com/privacy>.

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17. Additional EU and EEA Disclosures

Legal Basis for Processing Your Personal Information

Our legal basis for collecting and using personal information described in this Privacy Policy will depend on the personal information concerned and the specific context in which we collect it.

Below are the types of lawful basis that, depending on the circumstances, we may rely on to process your personal information:

Legal Basis for Processing	Explanation of Legal Basis
Consent	You have given consent to us for the processing of your personal information for one or more specific purposes.
Legitimate Interest	Processing your personal information to enable us to provide and improve the Service to you, administer our relationship with you and our business, for marketing and in order to exercise our rights and responsibilities. Where we rely on legitimate interests as a lawful ground for processing your personal information, we balance those interests against your interests, fundamental rights and freedoms. You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us at as provided under Section 18.

Performance of a Contract	Processing your personal information where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.
Comply with a legal or regulatory obligation	Processing your personal information where it is necessary for compliance with a legal or regulatory obligation that we are subject.

Change of Purpose

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent where this is required or permitted by law.

Your Personal Information Rights

Under certain circumstances and in accordance with EU/EEA applicable data protection laws, you have the following rights:

Right	Explanation of Right
Right of Access	The right to make a written request for details of your personal information and a copy of that personal information.
Right to Rectification	The right to have inaccurate information about you corrected or removed.
Right to Erasure (‘Right to be Forgotten’)	The right to have some or all of your personal information erased.
Right to Restriction of Processing	The right to request that your personal information is only used for restricted purposes.
Right to Automated Decisions	The right to contest any automated decision made where such a decision is based solely on automated processing, including profiling, which produces legal effect concerning you or similarly significantly affects you, unless you have expressly consented to it or it is necessary for entering into, or performance of, a contract for the provision of services to you or otherwise authorized by applicable law.
Right to Object	The right to object to processing of your personal information in cases where our processing is based on

	the performance of a task carried out in the public interest or we have let you know the processing is necessary for our or a third party's legitimate interests.
Right to Data Portability	The right to ask for the personal information you have made available to us to be transferred to you or a third party in machine-readable format.
Right to Withdraw Consent	The right to withdraw any consent you have previously given us to handle your personal information. If you withdraw your consent, this will not affect the lawfulness of our use of your personal information prior to the withdrawal of your consent.

To exercise any of these rights, please contact us as provided in Section 18. These rights are not absolute and they do not always apply in all cases.

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal information (or to exercise any of your other rights). This is a security measure to ensure that personal information is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request in order to help us respond efficiently to your request.

You will not have to pay a fee to access your personal information (or to exercise any of the above rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

If you have any complaints regarding our privacy practices as data controller, you have the right to make a complaint at any time to your local Supervisory Authority. We would, however, appreciate the chance to deal with your concerns before you approach your Supervisory Authority so please contact us as provided under Section 18. [back to top](#)

18. Contact Us

To submit an inquiry, complaint, request a review of your personal information, correct or update your personal information, withdraw your consent or request more information or additional copies of this Privacy Policy contact:

El Privacy Officer

Mailing Address:

EI ADVANTAGE
201-1600 Kenaston Blvd, Suite 311
Winnipeg, Manitoba R3P 0Y4

Telephone No.: 1.204.891.7884

E-mail: janice@eiadvantage.ca

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19. Complaints

EI will promptly investigate all complaints concerning our compliance with this Privacy Policy and our dealings with your personal information. If a complaint is found to be justified, EI will take appropriate measures to resolve the complaint, including, if necessary, amending our policies and procedures. You will be informed of the outcome of the investigation regarding your complaint. [back to top](#)

20. Withdrawing Consent

You may withdraw your consent to the collection, use or disclosure of your personal information by EI at any time, subject to legal or contractual restrictions and reasonable notice. In certain circumstances, your withdrawal of consent may result in the inability of EI to continue providing aspects or optimization of the Service to you. Please contact EI for more information regarding the implications of withdrawing consent. [back to top](#)

21. Unsubscribe from Commercial Electronic Messages

We may send you commercial electronic messages (such as marketing or promotional messages) if you have:

- provided us with your express consent to receive these messages;
- recently purchased or leased a product or service from us;
- entered into a contract with us or some other form of business relationship with us;
- requested information from us; or
- applicable law otherwise permits us to send commercial electronic messages to you.

If you no longer wish to receive commercial electronic messages from EI regarding our new products or services, promotions, or other similar communications, you may unsubscribe [here](#). Please note that, after you unsubscribe, EI may still send electronic communications to you in certain limited circumstances, such as to provide you with Service notifications and billing information, or to provide information that EI is legally obligated to provide you. [back to top](#)

22. Privacy Policy Changes

We may modify this Privacy Policy to accommodate changes in our services, changes in technology and legal developments. If we make changes to this Privacy Policy, we will provide notice through the Service, or by other means to provide you the opportunity to review the changes before they become effective. For example, we may place a prominent notice on the Service or e-mail you to let you know of an updated Privacy Policy.

If we make significant changes to this Privacy Policy, we will provide at least 30 days' notice through the Service, or by other means, to provide you the opportunity to review the changes and provide your required consent before they become effective. A significant change may be using personal information for a new purpose or disclosures to new third parties.

As outlined above, consent may be express or implied. The type of consent required depends on the circumstances. Where the changes are such that we require your express consent, we

will seek it. Otherwise, you acknowledge that your continued use of the Service after we modify this Privacy Policy, publish or send a notice about our changes to this Privacy Policy means that the collection, use and sharing of your personal data is subject to the updated Privacy Policy.

If you object to any changes to this Privacy Policy you may close your account.

Whenever we update this Privacy Policy, we will change the date below to indicate when the changes were made. [back to top](#)

Date: August 10, 2023