



## Privacy Policy

**WWW.NEWROADCOACHING.COM**

**Effective and Last Updated: April 27, 2015**

This is the privacy policy (“**Privacy Policy**”) of [www.newroadcoaching.com](http://www.newroadcoaching.com) (“**Site**”, “**we**”, “**us**”, or “**our**”), internet website offered by New Road Coaching Inc. This website is owned and operated by New Road Coaching Inc. We are committed to protecting the privacy of our visitors while they interact with the content, products and services on this Site. You agree that your use of the Site signifies your assent to this Privacy Policy. If you do not agree with this Privacy Policy, please do not use the Site.

### **1) When the Privacy Policy Applies**

This Privacy Policy applies to the Site only. It does not apply to other websites to which we link. Because we gather certain types of information about our users, we want you to understand what information we collect about you, how we collect it, how that information is used, and how you can control our disclosure of it. This Privacy Policy applies whether you are accessing the Site through a personal computer, mobile device or any other technology or devices now known or hereafter developed or discovered (as the case may be, a “**Device**”) and whether you are accessing the Site as a registered user or other user of the Site. This Privacy Policy governs only the Personal Information and Other Information (as those terms are defined below) collected by the Site and does not cover any such information collected in any other manner, such as by any other website offered by New Road Coaching Inc.

This Privacy Policy will remain in full force and effect, even if your use of the Site or any service, feature, function or promotional activity offered through the Site terminates, expires, ceases, is suspended or deactivated for any reason. If you do not agree with this Privacy Policy, please do not use the site.

By providing personal information you are deemed to consent to your personal information being shared outside New Road Coaching in the following circumstances:

- where New Road Coaching needs to share your information to provide the service you have requested;
- where New Road Coaching needs to send the information to third parties who work on behalf of New Road Coaching to provide a service to you. We will only provide the information they need to deliver the service, and they are prohibited from using that information for any other purpose;
- where New Road Coaching wants to keep you up to date on the latest service announcements, updates or other New Road Coaching information;

- where you have given us permission to share your information with third parties;
- New Road Coaching will also disclose your personal information if required to do so by law in urgent circumstances, to protect personal safety, the public or our website.

## **2) Information Collected**

We collect two types of information from you: i) information that you voluntarily provide to us (e.g. through a voluntary registration process, sign-ups or emails); and ii) information that is derived through automated tracking mechanisms.

### Voluntary Registration Information

In order to fully access this Site, you must first complete the registration process, during which we will collect personal information about you. To register as a member of the Site, you are required to provide us with your first name, last name, email address, and payment information.

By registering with us, you consent to the use and method of disclosure as described in this Privacy Policy.

### Activities Information

We retain the data, in accordance with this policy, from all of your activities on the site(s) that includes content which you have posted and/or shared with us, such as ratings, comments on postings/ratings, requesting services, or any other activity you engage in on this Site.

The Site and/or third parties may use "cookies", "web beacons" and other similar tracking technologies (collectively, "**Tracking Technologies**") to collect Other Information automatically as you browse the Site and the web. Most browsers allow you to control cookies, including whether or not to accept them and how to remove them. If a user's system is idle for a defined time, the cookie will expire, forcing the user to sign in again to continue their session. This prevents unauthorised access to the user's information while they are away from their computer.

We use Tracking Technologies to help tailor our content, understand Site and internet usage, improve or customize the content, offerings or advertisements on this Site, personalize your experience on this Site (for example, to recognize you by name when you return to the Site), save your password in password-protected areas, help us offer you products, programs or services that may be of interest to you, deliver relevant advertising, maintain and administer the Site and for other purposes described in the "Use of Your Information" section below. These Tracking Technologies collect "click stream" data and additional Other Information regarding your visits to the Site, such as your visits to the Site's webpages, use of our features, and preferences and may also collect your IP address or some other identifier unique to the Device you use to access the Site ("Identifier").

By visiting the Site, whether as a registered user or otherwise, you acknowledge, understand and hereby agree that you are giving us your consent to track your activities and your use of the Site through these Tracking Technologies.

This Site may additionally use a variety of third party advertising networks, data exchanges, traffic measurement service providers, marketing analytics service providers and other third parties (collectively, "**Third Party Advertising Service Providers**") to, for example, serve advertisements on the Site, facilitate targeting of advertisements and/or measure and analyze advertising effectiveness and/or traffic on the Site ("**Targeting Services**"). These Third Party Advertising Service Providers may enable us to display advertisements based on your visits to the Site and other websites you have visited. Targeting Services enable us to, among other things, help deliver advertisements or other content to you for products and services that you might be interested in, to prevent you from seeing the same advertisements too many times and to conduct research regarding the usefulness of certain advertisements to you.

The Third Party Advertising Service Providers, as well as Advertisers and other third parties, may themselves set and access their own Tracking Technologies on your Device if you choose to have Tracking Technologies enabled in your browser (or, for Flash cookies, if you have not removed them) and/or they may otherwise collect or have access to Information about you and your online activities over time and across different websites when you use the Site.

### 3) **How We Use Your Information**

i) **Personal Information.** We use your Personal information in a variety of ways, including:

- Accumulating and reporting statistical information in connection with the Site and user activity;
- Determine what features, webpages, products and services users like the best, to help us operate the Site and for the display of marketing and advertising information;
- Keeping count of your visits to the Site, or our Third Party Advertising Service Providers' or partners' sites;
- Allowing you to participate in public areas and/or other features of the Site;
- Saving other information for use on your return to the Site;
- To send marketing and promotional emails
- The processing of your registration information with the Site, such as verifying your email address as active and valid;
- Allowing you to partake in the use of public areas and/or other features of the site;

- Contacting you in regards to the administration of your account, services, features or functions you have registered to use, or any content you have posted that contradict our Terms of Use;
- Answering your questions or requests;
- Improving the Site and our services for our own business purposes;
- Creation of your experience with the Site;
- Saving your User Id or other Personal Information, to allow for easy login;
- Maintain and administer the Site;
- Research, develop, manage, protect and improve those services and the Site;
- For any other purpose disclosed to you at the time of your registration with the Site.

Your personal information may be sold or otherwise transferred to third parties only for the purposes of supporting and enhancing your use of the Site and its features, including without limitation: providing customer service; tracking email invitations you send; and otherwise supporting your use of the Site.

New Road Coaching reserves the right to contact you regarding matters relevant to the underlying service provided and/or the information collected.

New Road Coaching may use your personal information for target advertising toward you based on things such as region, gender, interests, goals, habits, group habits etc.

We may permit certain trusted third parties to track usage, analyse data such as the source address that a page request is coming from, your IP address or domain name, the date and time of the page request, the referring Web site (if any) and other parameters in the URL. This is collected in order to better understand our Web site usage, and enhance the performance of services to maintain and operate the Site and certain features on the Site. We may use third parties to host the Site; operate various features available on the Site; send emails; analyse data; provide search results and links and assist in fulfilling your orders.

We may transfer Personal Information as an asset in connection with a proposed or actual merger or sale (including any transfers made as part of an insolvency or bankruptcy proceeding) involving all or part of our business or as part of a corporate reorganisation, stock sale or other change in control.

New Road Coaching may disclose Contact Information in special cases where we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be violating our Terms of Use or may be causing injury or interference with our rights, property, our customers or anyone who could be harmed by such activities.

**WE ARE NOT LIABLE OR RESPONSIBLE FOR THE PERSONALLY IDENTIFIABLE OR OTHER INFORMATION YOU CHOOSE TO SUBMIT IN RATINGS, COMMENTS, BLOGS,**

ANY OTHER TEXT FORMS, AND FORUMS THAT ARE PUBLICLY ACCESSIBLE AREA OF THE SITE.

We use non-identifying and aggregate information to better design our website and for business and administrative purposes. We may also use or share with third parties for any purpose aggregated data that contains no personally identifiable information.

**ii) Other Information We Collect.**

We may also collect certain non-Personal Information through your use of the Site. All such non-Personal Information collected herein referred to as “**Other Information**”.

**iii) Other Information Collected by Third Party Advertising Service Providers and Advertisers**

The use of Tracking Technologies by Third party Advertising Service providers and Advertisers is within their control and not ours. Even if we have a relationship with the Third Party Advertising Service Provider or Advertiser, we do not control their websites or their policies and practices regarding your Information and you should be aware that different rules might apply to the collection, use or disclosure of your Information by third parties in connection with their advertisements or promotions and other sites you encounter on the Internet. This Privacy Policy does not cover any use of Information that a Third Party Advertising Service Provider or Advertiser may directly collect from you. Use of Third Party Advertising Service Providers' and Advertisers' Tracking Technologies is governed by the Third Party Advertising Service Providers' or Advertisers', as applicable, own specific privacy policies and not this Privacy Policy.

**iv) Limiting the Use, Retention and Disclosure of Personal Information**

New Road Coaching will only use or disclose Personal Information for the purpose for which it was collected, unless the individual consents, or if the use or disclosure is authorized by the terms of this Privacy Policy, PIPEDA or another legal authority. We will only keep your Personal Information for as long as it remains necessary or relevant for the purposes stated above or as otherwise required by law. Once it becomes unnecessary to retain such Personal Information or is otherwise required by law to be removed or deleted from New Road Coaching’s records, New Road Coaching will take all steps as necessary to ensure the secure removal and destruction of any Personal Information records in its possession.

**4) Opting-Out of Certain Uses of Personal Information**

**i) Opting-Out of Uses of Your Personal Information.**

In connection with the Marketing and Promotional E-mail and Offers provided by the Site, you may “opt-out” of receiving such marketing and promotional emails at any time through the use of our opt-out tool that is within each email.

**ii) Tracking Technologies Implemented by the Site.**

With respect to the Tracking Technologies set by the Site, you have a number of opt-out options:

- You can choose to delete most Tracking Technologies (other than Flash cookies) through the "Internet Options" sub-option of the "Tools" menu option of your browser or otherwise as directed by your browser's support feature. (See the "help" section of your browser for more information and see below for more information on removing Flash cookies.)
- You can choose to disable or turn most Tracking Technologies off (other than Flash cookies). Additional information on disabling or turning most Tracking Technologies off may be available through your browser's support feature. (See the "help" section of your browser for more information and see below for more information on removing Flash cookies.)
- You can choose to have the Device you use to access the Site warn you each time a cookie or most other Tracking Technologies is being set (other than Flash cookies), or you can choose to turn off such warnings. This is done through your browser on the Device you use to access the Site. Additional information on warnings and removal of warnings may be available through your browser's support feature.

Some Device manufacturers preset their browsers to block Tracking Technologies from websites other than those you visit directly and as such certain services or advertisements may not work for those Devices. If you delete, reject, disable or turn off Tracking Technologies, you may not have access to certain features of the Site and some of our other services may not function properly.

## **5) How We Protect Your Information**

We are committed to protecting the information we receive from you. While data transmission over the internet is never 100% secure from intrusion we take appropriate security measures to protect your information against unauthorised access to or unauthorised alteration, disclosure or destruction of data. To prevent unauthorised access, maintain data accuracy, and ensure the correct use of information, we maintain appropriate physical, electronic, and managerial procedures to safeguard and secure the information and data stored on our system. While no computer system is completely secure, we believe the measures we have implemented reduce the likelihood of security problems to a level appropriate to the type of data involved. However it is possible that third parties may unlawfully intercept or access transactions via secured transmission but may not always access other secure parts of the Site. We also limit access to the Site by our own employees to those individuals who are authorized for the proper handling of such information and any employee found violating our standards of security and confidentiality will be subject to our disciplinary processes. We request that our operational service providers follow similar standards of security and confidentiality.

**Phishing-** Phishing attacks attempt to steal consumers' personal identity data and financial account credentials. "Phishers" use 'spoofed' e-mails to lead individuals to fake websites designed to trick recipients into divulging Information such as credit card numbers, account

usernames, passwords and social security numbers. **WE DO NOT SEND EMAILS ASKING YOU TO PROVIDE OR CONFIRM YOUR USERNAME OR PASSWORD.** If you receive such email communication, please contact [info@newroadcoaching.com](mailto:info@newroadcoaching.com).

## **6) Accessing and Updating Your Personal Information and Preferences**

You have the right to access, verify and update your Account Information and preferences at any time, including whether you want New Road Coaching to contact you about specials and new products. You may request deletion of your New Road Coaching account by contacting the Privacy Officer and verifying your identity.

Upon request and following appropriate identification of the requestor that is satisfactory both to New Road Coaching and under PIPEDA, an individual will be informed of the existence, use and any disclosure of his/her Personal Information. The individual will be given access to that information if requested. A reasonable administration fee may be charged to supply the information. The approximate cost of the administration fee will be communicated to the individual prior to the release of the information.

If the Personal Information held by New Road Coaching is inaccurate, New Road Coaching shall amend the information as required. In limited circumstances, New Road Coaching may refuse an individual access to their Personal Information; however, access will only be refused in accordance with PIPEDA or other applicable laws. For instance, if the Personal Information is protected by solicitor-client privilege, or would reveal confidential commercial information, New Road Coaching may refuse access to such information.

## **7) Children's Privacy and Parental Controls**

We do not solicit any personal information from children. If you are not 18 or older, you are not authorised to use the Site.

**Children or Ineligible Teenagers.** If we, or our third-party service provider, inadvertently send an email or text message to a person that does not meet the age and other eligibility requirements of the Site, such as a minor (a person under the age of 18) or others who do not meet the greater age requirements of certain features of this Site ("Ineligible Teenagers"), the minor (or Ineligible Teenager) or the minor's (or Ineligible Teenager's) parent or legal guardian (the "Parent") always has the right to unsubscribe (opt-out) from receiving future emails via the unsubscribe mechanism contained in the email or message. The same unsubscribe process is available to a parent or legal guardian of a minor (a person under the age of 18, or the age of majority in your province).

In addition, Parents of children or Ineligible Teenagers who wish to terminate their child's or Ineligible Teenager's membership must use their child's or Ineligible Teenager's User ID to gain direct access to the account; alternatively, Parents may contact us via the "Inquire" page and provide us with your child's or Ineligible Teenager's User ID and request to terminate your child's or Ineligible Teenager's account and registration. We will not allow direct access to a user's account and Personal Information by any person without the user's User ID. If a Parent does not have his or her child's or Ineligible Teenager's User ID, the Parent will be required to contact us via the "Inquire" page and include the Parent's name, address, telephone and email

address, in addition to the child's or Ineligible Teenager's name and email address as registered on the Site, plus the child's or Ineligible Teenager's date of birth. The Parent must also provide verifiable identification that they are the parent or legal guardian of the child or Ineligible Teenager. The Site and/or New Road Coaching Inc. will send a confirming email to the Parent via the email address provided to verify that the Parent wishes to terminate his or her child's or Ineligible Teenager's account and registration. The Parent must then confirm by sending a reply email to the designated return address. The Site and/or New Road Coaching Inc. will then terminate the child's or Ineligible Teenager's account but will notify the child or Ineligible Teenager of the termination request via email and will identify the name, address and email address of the person making the request.

### **8) Disclaimer to Security**

By consenting to the Terms of Use Agreement and hence the Privacy Policy, you consent that no data transmission over the Internet is completely secure. We cannot guarantee or warrant the security of any information you provide to us and you transmit such information to us at your own risk.

### **9) Notification of Changes**

New Road Coaching reserves the right to change this Privacy Policy from time to time at its sole discretion. If at some point in the future, there is a change to our Privacy Policy, unless we obtain your express consent, such change will only apply to information collected after the revised Privacy Policy took effect. Your continued use of the Site indicates your assent to the Privacy Policy as posted.

### **10) Contacting Us**

In the event that you have any questions about Our Privacy Policy or if you have reason to believe that we may have failed to adhere to this Privacy Policy, you may contact us at:

E-mail: [info@newroadcoaching.com](mailto:info@newroadcoaching.com)

Attention: Privacy Officer

### **11) Governing Law**

This Privacy Policy and any disputes hereunder shall be governed by the laws of Ontario and Canada applicable therein, and you hereby submit and attorn to those jurisdictions in relation thereto.

### **12) Other**

Please review our [Terms of Use](#) which govern your use of the Site. Any terms that are not defined in this Privacy Policy shall have the meaning given in the Terms of Use Agreement, as the case may be.