

## **PRIVACY POLICY**

CHEK Europe Ltd and CHEK Shop Ltd (“the Companies”) provide educational materials, information relating to health, wellness, exercise and conditioning for sports on the [www.CHEKeurope.com](http://www.CHEKeurope.com) and related websites (the “Site”). Our content includes information about the Companies and partner companies, the C.H.E.K Institute, Paul Chek and his various endeavors, and their individual or combined products, events, photos, video, podcasts, articles, books, television appearances and interactivity with our users, and also provides links to other C.H.E.K Institute, CHEK community and Paul Chek sites. While we encourage the interactive nature of our website, we strive to promote the online safety and privacy of our users.

We have implemented this Privacy Policy governing the personally identifiable information (“Personal Consumer Information”) collected by this Site. This Privacy Policy does not govern Personal Consumer Information collected from any other source or in any other manner.

### **Overview**

This Privacy Policy is intended to provide you with information as to: (i) the type of information that is collected, (ii) how collected information is used and with whom it is shared; (ii) how we intend to protect the information; and (iii) how you can access, modify and/or delete such information.

### **Opt in or Opt out**

If you "opt in" to receive information from us or others, you can change your mind later. If, at any time, you would like to stop receiving such information or opt out of a feature, you may notify us here. You should be aware, however, that it is not always possible to completely remove or modify information in our databases and servers, although we will always make reasonable efforts to do so upon your request, and we are unable to have your information removed from the records of any third party who has been provided with your information in accordance with this policy.

### **Collection of Information**

**Information You Provide to Us:** We may collect information about you when you visit and interact with this Site. Some of this information may be automatically collected, and some is collected when you interact with the Site. The type of information that may be automatically collected may include date and time of access of the Site, the Internet protocol address of the computer that you are using, the domain and host from which you

access the Internet, your browser software and operating system, and the specific activities you are engaged in while visiting the Site.

Information from which you can be personally identified may also be collected by us at the Site, including your name, postal address, email address, telephone number, and credit card number (referred to as "Personal Consumer Information") and/or any other identifier that permits the physical or online contacting of you in connection with your use of, or participation in any of the following: membership registration at chekconnect.com, contests, sweepstakes, promotions, surveys, forums, subscription registrations, content submissions, chats, bulletin boards, discussion groups, requests for suggestions, visitors' requests for free products or services or additional information (including via email to us) and in connection with other activities, services or resources we make available on any of our Sites. In all these cases, we will collect personal consumer information from you only if you voluntarily submit such information to us. Further, the Company may contact you based on the information you provide online whether in connection with your registration or in such places as the above described forums. Of course, you may choose not to provide certain information to us, but if so, you may not be able to participate in certain of the activities and transactions available at the Site.

**Use of "Cookies" and Other Technologies:** We may use "cookies" and/or other technologies or files (collectively, "cookies") to identify how visitors make use of this Site. This aggregate tracking information may be used to help us improve and enhance the website experience for all of our visitors. If you would prefer not to have such cookies stored on your computer, you may modify your browser settings to reject most cookies, or manually remove cookies that have been placed on your computer. However, by so rejecting the cookies, you may be unable to fully access the offerings on this Site.

**Electronic Communication:** When you communicate with us electronically, via email, when opting to receive our ezine or otherwise, you consent to our use of the information you have provided, and you further consent to receive electronic communications from us and our affiliated entities. If you would prefer not to receive such communications, you can opt out of our email lists by either clicking on the "opt out" line at the bottom of the email, or by emailing us directly at [info@chekeurope.com](mailto:info@chekeurope.com).

## **Shopping**

When you seek to shop for products on this Site, this Site may collect information about its users to help improve your shopping experience or to

make occasional product or service offers for which you may be interested. CHEK Europe Ltd and CHEK Shop Ltd do not store credit card details nor do we share customer details with any 3rd parties other than those necessary to process the payment as disclosed below in the section on "Use and Sharing of Personal Consumer Information."

### **Security of Information**

The Company uses reasonable standards of confidentiality and security for this Site and for the Personal Consumer Information collected from this Site. The Personal Consumer Information you provide is secured using industry standard e-commerce security technology. We also restrict our own employees' access to Personal Consumer Information. However, it is possible that someone may intercept or access communications, transmissions and/or Personal Consumer Information. You must also seek to protect against unauthorized access to any information that you use in connection with this website, and you should remember to close the browser once you have completed your activities on the Site or if you have decided to step away from your computer. In the event that we determine that there has been a security breach resulting the unauthorized disclosure of Personal Consumer Information to a third party, we will notify consumers whose Personal Consumer Information has been so disclosed by posting such information on the Site and, if email contact is possible, then we would send an email advising of the status.

### **Use and Sharing of Personal Consumer Information**

Except as otherwise provided in this policy, we reasonably attempt to ensure that we never intentionally disclose any personal consumer information about you as an individual user to any third party without having received your permission (through opting in or similar procedures) except as provided for herein or otherwise as permitted or required under law.

We have the following exceptions to this policy: We will release specific information about you or your account to comply with any valid governmental inquiry or legal inquiry or process such as a search warrant, subpoena, statute or court order. We will also release specific information in special cases, such as if there is an attempted breach of the security of the Sites or a physical or property threat to you or others. We may also transfer user information, including personal consumer information, in connection with a corporate merger, consolidation, the sale of related assets or corporate division or other fundamental corporate change. We may provide access to your personal consumer information to our contractors who are

performing services for us in connection with our Sites or the services that you have requested.

In addition, on occasion, we may collect personal consumer information from you in connection with optional contests, special offers or promotions. We will share such information with necessary third parties for the purpose of carrying out the contest, special offer or promotion. Your participation in the contest, special offer or promotion constitutes your consent to such disclosure and use of such information.

Further, the information you enter when making a purchase will be shared with payment processors, financial gateways and your credit card company to authorize credit card payments. CHEK Europe Ltd and CHEK Shop Ltd do not store credit card details nor do we share customer details with any 3rd parties other than those necessary to process the payment as disclosed above. Such information may also be shared with necessary third parties solely for the purpose of carrying out the transactions message board, that information is not protected, is visible to the public and other visitors of the Site and can be collected and used by third parties. Although we strive to protect our users' privacy, we cannot guarantee the security of information you voluntarily post and we have no control over how such third parties may use your information. You disclose any personal information at your own risk.

In addition, you are responsible for the confidentiality of your information and password. You are responsible for all uses of your registration, whether or not authorized by you. You agree to immediately notify us of any unauthorized use of your registration or password.

### **Sharing of User Content on the Site**

When you voluntarily send us emails, questions, stories, photos and/or other User Content, you are authorizing us to use or post these materials on our Site. Please note that we will not return any materials provided to us.

### **Accessing Your Information**

You may update and/or correct the Personal Consumer Information collected on the Site, or seek to have such information deleted from our records, by us emailing us at [info@chekeurope.com](mailto:info@chekeurope.com)

### **Linked Sites**

From time to time, the [www.CHEKeurope.com](http://www.CHEKeurope.com) website may provide links to other websites that are not controlled and/or owned by the Companies.

Please be aware that these other websites may have different privacy policies that may subject you to different privacy practices. Please review the privacy policies of such other websites for information concerning what information is collected on such sites and how it is used.

### **Changes in Policy**

From time to time, this Privacy Policy may change. We will post changes to the Privacy Policy at this Site. Please review this Privacy Policy often so that you will be aware of the Companies' current policies, including our policies concerning the gathering and use of information that may be collected on our Site. This Privacy Policy was last updated on June 15<sup>th</sup> 2011 and is effective immediately.

### **Contact Us**

If you have any questions concerning this Privacy Policy, please send us an email at [info@chekeurope.com](mailto:info@chekeurope.com).

### **Governing Law**

THESE TERMS AND THE INTERPRETATION OF THESE TERM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF GREAT BRITAIN, WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES AND SPECIFICALLY WILL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE.

### **Jurisdiction and Venue**

You waive all rights to trial by jury in any action or proceeding instituted in connection with these Terms and/or the Web Site. Any controversy or claim arising out of or relating to these Terms and/or the Web Site shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the country of Great Britain, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Any matters or proceedings that are not subject to arbitration as set forth in this Section 18 of these Terms and/or for entering any judgment on an arbitration award, shall take place in the country of Great Britain. You waive the defense of forum non conveniens.

## **Section Titles**

The section titles in these Terms are for your convenience only and do not have any legal or contractual effect.

## **Construction and Enforcement of Terms**

You agree that this Privacy Policy will not be construed against Companies by virtue of having drafted this Policy. If any provision of this Policy shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision of this Policy. Failure to enforce any provision of this Policy or other applicable agreement will not result in a waiver of that term or of any other term. No waiver on the part of Companies of any of the provisions of this Policy will be of any force or effect unless made in writing and signed by a duly authorized officer of Companies. The failure of the Companies to exercise or enforce any right or provision of this Policy shall not constitute a waiver of such right or provision.

If any portion of this Privacy Policy is deemed unenforceable, unlawful or void by a Court of competent jurisdiction, then that portion of the Privacy Policy will be deemed severable and will not affect the enforceability or validity of the remaining portions of this Privacy Policy.

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Updated October 25<sup>th</sup> 2011