

Arrowsmith Privacy Notice

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1 Who we are

- 1.1 The Arrowsmith companies listed below are Canadian corporations that license materials and software programs designed to assess and enhance cognitive functions related to learning to Arrowsmith Program Sites all over the world. For data that is gathered in connection with a student enrolled in an Arrowsmith Program, which Arrowsmith company controls the data provided depends on the location of the Arrowsmith Program Site*, as follows:

| Arrowsmith Program Site Location | Arrowsmith Company |
|--|------------------------------|
| Canada | Arrowsmith Program Inc. |
| United States (other than State of Washington) | Arrowsmith Program U.S. Inc. |
| State of Washington, United States | Arrowsmith Program WA Inc. |
| Rest of the World | Arrowsmith Program ANZ Inc. |

* For data that is gathered in connection with a student enrolled in a program offered by ABI Wellness Inc. or its sublicensees, the data is controlled by Brainex Corporation.

For information gathered from general visitors to our Arrowsmith website (www.arrowsmithschool.org), the data controller is Arrowsmith Program Inc., located in Canada.

Those reading this Privacy Notice should read the words “**Arrowsmith**”, “**We**”, “**Our**”, or “**Us**”, to mean the Arrowsmith company that controls the data for the Arrowsmith Program Site being used by the reader. Please see Annex A of this Privacy Notice for a list of our group companies and how to contact each of them.

2 About this Privacy Notice

- 2.1 The purpose of this Privacy Notice is to allow you to understand what Personal Data Arrowsmith will collect, how we will use it, to whom we disclose it, and who may access it, including in connection with the Program (as defined below). For the purposes of this Privacy Notice, “**Personal Data**” is any information that is about or that identifies a specific individual, and under certain laws that may or may not be applicable to you, identifies a specific household or device. The main portion of this Privacy Notice is written with the provisions of Canadian law in mind. The Appendices provide additional disclosures or describe additional rights that are particular to specific Arrowsmith Program Site locations. Please read the materials for your specific country.
- 2.2 The Arrowsmith Program is based on the application of neuroscientific research and is designed to enhance cognitive functions underlying learning in general and to help students strengthen the weak cognitive

capacities underlying a range of learning difficulties. Our goal is to help students become effective, confident, and self-directed learners. The Arrowsmith Program works by selecting or producing a program of cognitive exercises that is suitable for students (the “**Program**”) and is delivered by a physical or online licensed site where a student participates in the Program (the “**Program Site**”). Students of the Program at the Program Site, or those who are seeking to enrol as students, are collectively referred to as “**Students**” in this Privacy Notice.

- 2.3 This Privacy Notice applies to Students and their parents and guardians. By providing your Personal Data to us, whether via our website, via a Program Site, in person, in writing, or over the phone, you agree to the processing set out in this Privacy Notice. Further notices highlighting certain uses we wish to make of your Personal Data together with the ability to opt in or out of selected uses may also be provided to you when we collect Personal Data from you.
- 2.4 Please note that this Privacy Notice does not cover the collection, use, disclosure, and other processing of Personal Data by third parties that are not one of the Arrowsmith group of companies. In particular, this Privacy Notice does not cover the collection, use, disclosure, or other processing of your Personal Data undertaken by a Program Site outside of the Arrowsmith Program Internet portal and you should refer to the Program Site’s own privacy notice with respect to that data. Arrowsmith is not responsible or liable for the privacy and security practices and policies of such third parties, including the Program Sites.
- 2.5 The Program Site is required to comply with all applicable data protection law(s). Arrowsmith is not responsible or liable for the Program Site’s compliance with applicable data protection law(s).

3 Country-specific provisions

- 3.1 In addition to the provisions set out in this Privacy Notice, additional terms and information relating to our processing of your Personal Data may apply to you depending on where you are located. These additional terms are set out as Appendices to this Privacy Notice:
- (a) if you are located in the European Economic Area (**EEA**), Switzerland and/or the United Kingdom (**UK**), please see Appendix [1] for additional terms and information;
 - (b) if you are located in Canada, please see Appendix [2] for additional terms and information;
 - (c) if you are located in the United States, please see Appendix [3] for additional terms and information;
 - (d) if you are located in Australia, please see Appendix [4] for additional terms and information;
 - (e) If you are located in New Zealand, please see Appendix [5] for additional terms and information;
 - (f) If you are located in India, please see Appendix [6] for additional terms and information.

4 Personal Data that Arrowsmith collects and processes

- 4.1 We may collect the following Personal Data:

- (a) **Information you provide to Arrowsmith (whether directly or via a third party such as one of the Program Sites)** ► such as your name, email address, other contact details, and (in the case of parents and guardians only) your relationship with the relevant Student. We also collect the name, email address, and other contact details of Teachers.

In relation to Students only, we will also collect:

- i. **Enrolment Data:** A subset of Personal Data collected by the Program Site during the Program intake process (to establish Student's suitability for the program and to ascertain the correct approach to participating in the Program) either directly from the Student or from the Student's parent or guardian, such as:
 - (i) date of birth, gender, and dominant hand;
 - (ii) whether below average IQ or on autism spectrum;
 - (iii) learning difficulties, if relevant, faced by the student;
 - (iv) grade and previous Program Site (if appropriate);
 - (v) academic history (if provided) and school grade;
 - (vi) prior medical history, if relevant;
 - (vii) information relating to medical diagnosis, if relevant, (for example, medical registration fields); and
 - (viii) Program assessment and exercise results

- ii. **Assessment and Progress Data:** A subset of Personal Data contained within information collected throughout the Program assessment process undertaken by the Program Site, such as:
 - (i) a personal identifier (that allows us to link back to your enrolment data set from the assessment data set, where necessary to do so);
 - (ii) cognitive function characteristics, such as various types of memory, non-verbal thinking, reasoning; executive functions; motor planning for writing; quantification sense; kinesthetic perception, object recognition, auditory speech discrimination, speech pronunciation, and kinesthetic speech;
 - (iii) assessment results (following both paper-based and online cognitive tests) per cognitive function; and
 - (iv) progress data (measuring student progress in the cognitive programs in comparison against benchmark data).

- iii. **Research Data:** additional Personal Data specifically for research purposes (as described at paragraph 5.1(e) below) This may include:
 - (i) functional magnetic resonance imaging (**fMRI**), where the Student has undertaken an fMRI scan; and
 - (ii) standardized neuropsychological and achievement tests and measures of social-emotional well-being.

- (b) **Our correspondence** ► if you contact Arrowsmith, we will typically keep a record of that correspondence. We may also monitor and record calls in accordance with applicable law;
- (c) **Device Information** ► such as information about your operating system, browser, software applications, geolocation (including IP address), security status and other device information in order to improve your experience, to protect against fraud and manage risk. This information is collected using the data that is provided by the browser or tablet on the Arrowsmith Program Delivery Applications; and
- (d) **Website and communication usage** ► details of your visits to Arrowsmith's websites and information collected through cookies and other tracking technologies including, but not limited to, your IP address and domain name, your browser version and operating system, traffic data, location data, web logs and other communication data, and the resources that you access. See our Cookie Notice.

5 Purposes for which we use your Personal Data

5.1 When Arrowsmith collects your Personal Data, Arrowsmith may use or disclose it for the following purposes:

- (a) **To establish whether you are an appropriate candidate for the Program** ► the Teacher will use the Student's Enrolment Data to assess the cognitive challenges faced by him/her, attempt to isolate their cause and to understand the results that the Student (and/or their parent/guardian) would like to get from participation in the Arrowsmith Program. Arrowsmith may work and consult with the Program Site as part of this process;
- (b) **To assess requirements and select or tailor a program specific to the Student** ► Arrowsmith may use the Assessment Data to produce an initial proposed learning program for the Student. This will be discussed by the Teacher with the Student (and/or the Student's parent/guardian). Arrowsmith may work and consult with the Program Site as part of this process;
- (c) **To report on progress during the course of completing the Program** ► as the Student works through his/her individual Program, reports can be raised by their Teacher and shared with the Student. Sometimes Teachers will share the report with parents/guardians as well. Arrowsmith may work and consult with the Program Site as part of this process;
- (d) **To transfer records and progress reports between academic institutions** ► to allow Students to continue in the Arrowsmith Program at a different institution. Arrowsmith will provide Students with an identifier number, which the Student can provide to the new institution. This will allow that institution to access the Student's records and understand progress;
- (e) **Research and development** ► Arrowsmith will use Personal Data relating to Students to assist us in understanding and improving the effectiveness of the Students' Programs and the Arrowsmith Program as a whole, including the Programs' efficacy in remediating learning difficulties in relation to specific conditions, diagnoses, or age groups. This will assist us in helping a wider range of individuals in as effective and efficient a way as possible, as we find out more about what types of cognitive difficulties respond to different features of the Program and analyse trends.

Where we use Personal Data for research purposes, we store it in an entirely separate database from the full database maintained by the Program Site at which the Student attends. The Program Site cannot access the research database, and our researchers cannot access the full database. The research data set will be permanently anonymised where we can achieve our research purposes using anonymised data. Otherwise, we will pseudonymise the Personal Data used for research purposes, meaning that the Students' names and contact details will not be included within the research database. Instead, an identifier code will be used to link the Student's Assessment Data with his/her Enrolment Data, to enable us to conduct research. We do not make any decisions about individual Students based on the outcome of this research.

We sometimes share permanently anonymised research data sets with third-party researchers;

- (f) **To comply with legal or regulatory requirements, or as otherwise permitted by law ►** Arrowsmith may process your Personal Data to comply with its regulatory requirements or dialogue with its regulators or defend or prosecute claims as applicable, which may include disclosing your Personal Data to third parties, the court service and/or regulators or law enforcement agencies in connection with enquiries, proceedings or investigations by such parties anywhere in the world;
- (g) **To inform you of changes ►** to notify you about any changes to Arrowsmith's services and products including the Arrowsmith Program;
- (h) **To reorganize or make changes to Arrowsmith's business ►** in the event that Arrowsmith (i) is subject to negotiations for the sale of Arrowsmith's business or part thereof to a third party, (ii) is sold to a third party or (iii) undergoes a reorganization, Arrowsmith may need to transfer some or all of your Personal Data to the relevant third party (or its advisors) as part of any due diligence process for the purpose of analyzing any proposed sale or re-organization. Arrowsmith may also need to transfer your Personal Data to that reorganised entity or third party after the sale or reorganisation;
- (i) **To communicate effectively with you and conduct Arrowsmith's business ►** to conduct and manage Arrowsmith's business, including to respond to your queries, to otherwise communicate with you, or to carry out its obligations arising from any agreements entered into between you and Arrowsmith; and
- (j) **To provide you with our newsletter (which may include promotional material) ►** to provide you with our newsletter (which may include marketing and promotional materials), where you have chosen to receive this.

6 Disclosing your Personal Data and international transfers

6.1 Arrowsmith may disclose your Personal Data for the purpose(s) identified in sections 5 and 6 of this Privacy Notice.

- (a) **Sharing outside Arrowsmith:** We may disclose your Personal Data to our affiliates listed in Annex A; the Program Site; and third parties, namely employees at our affiliated Arrowsmith companies, the Program Site at which the individual is enrolled, a Program Site that the individual transfers to if the individual requests this, our software developers, our IT service providers, researchers, and

regulatory and other authorities. Please note that our servers are located in Canada and the USA and that therefore your Personal Data are stored in these countries.

- (b) **International transfers:** Your Personal Data may be transferred to, accessed in, and/or stored in Canada and the USA. It may also be transferred to other destinations outside of the country in which you are located and in which the data protection laws may be of a lower standard than in your home country. As such, your Personal Data may potentially be accessible to law enforcement and national security authorities of another jurisdiction where local laws permit such access. In certain circumstances, courts, law enforcement agencies, regulatory agencies, or security agencies in those other countries may be entitled to access your Personal Data without notice to you, or your consent, or your ability to object to their access. Arrowsmith will, in all circumstances, safeguard Personal Data as set out in this Privacy Notice to the extent that it is reasonably able. By agreeing to the terms of this Privacy Notice, you expressly agree to international transfers of your Personal Data as described above.

7 Retention of your Personal Data

- 7.1 Arrowsmith's retention periods for Personal Data are based on business needs and legal requirements. Arrowsmith retains your Personal Data for as long as is necessary for the collection, use, disclosure, or other processing purpose(s) for which the Personal Data was collected, and any other permissible, related purpose – for example, research. When Personal Data is no longer needed, Arrowsmith either irreversibly anonymises the data (and Arrowsmith may further retain and use the anonymised information) or securely destroys the data.

8 Safeguarding your Personal Data

- 8.1 Arrowsmith uses commercially reasonable physical, technical, electronic, and procedural safeguards as are appropriate based on the sensitivity of the Personal Data to protect against unauthorized use, access, modification, destruction, disclosure, loss or theft of your Personal Data in Arrowsmith's custody or control.
- 8.2 Please note that no data transmission over the Internet or website can be guaranteed to be secure from intrusion.
- 8.3 All information you provide to Arrowsmith is stored on its or Arrowsmith's subcontractors' secure servers and accessed and used subject to Arrowsmith's security policies and standards. You are responsible for complying with any other security procedures of which you have been notified by Arrowsmith.

9 Your rights

- 9.1 Arrowsmith operates in countries with data protection laws that provide different rights to individuals in respect of access, deletion, rectification and limited processing of Personal Data – please see the Appendices for further details as they apply to your location. When you submit a request to exercise your rights, we will need to check your entitlement prior to answering a request. Please note that your rights may be subject to certain exemptions as set out in applicable data protection law(s).

9.2 In general, you have the right to require us to update any inaccuracies in the Personal Data we hold. In order to assist us with this, please contact us as per section 10 below, to inform us of any updates to your Personal Data.

10 [Contact Us](#)

10.1 If you have any questions or concerns about our privacy practices, the privacy of your Personal Data or you want to change your privacy preferences, please let Arrowsmith know. The relevant contacts are listed in Annex A.

10.2 If you have any questions or concerns about processing of your Personal Data undertaken by a Program Site, please contact the relevant Program Site directly.

11 Changes to this Privacy Notice

11.1 From time to time, Arrowsmith may make changes to this Privacy Notice. Please check this page regularly for updates.

11.2 This Privacy Notice was last updated on May 5, 2022.

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Annex A: Arrowsmith entities

| Entity name | Address | Data Protection Contact | EU Data Protection Regulator (if applicable) |
|--|--|---|---|
| Arrowsmith Program ANZ Inc. | 245 St. Clair Avenue West. Toronto ON M4V 1R3 | Privacy Officer privacy@arrowsmithprogram.ca | European Data Protection Office (EDPO) |
| Arrowsmith Program Inc. Arrowsmith Program U.S. Inc. Arrowsmith Program WA Inc. Brainex Corporation | Canada | | Online Request form: https://edpo.com/gdpr-data-request/ In writing: EDPO at Spaces Rio, Calle Manzanares 4, 28005, Madrid, Spain |

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Appendix [1]: EEA, Switzerland and UK Specific Provisions

- 1 If you are located in the EEA, Switzerland and/or the UK the provisions of this Appendix [1] apply in addition to the provisions of the Privacy Notice.
- 2 **This paragraph 2 applies in addition to sections 5 and 6 of the Privacy Notice.**
- (a) With respect to individuals located in the EEA, Switzerland and/or the UK, use and disclosure of Personal Data must be based on one of a number of lawful bases and we are required to set out the lawful bases in respect of each use made of your Personal Data.
- (b) In the list below, we have set out the relevant lawful bases that apply to each purpose for which we use your Personal Data as described in section 5 of the Privacy Notice (including the sharing of your Personal Data for these purposes as per section 6 of the Privacy Notice).
- (c) A description of the lawful basis is set out at paragraph 3 below.

| Purposes for which we use your Personal Data (by reference to section 5 of the Privacy Notice) | Lawful basis |
|--|---|
| To establish whether you are an appropriate candidate for the Program | Legitimate interests (to enable Arrowsmith to establish whether you are an appropriate candidate). Where health data is processed, we will rely on explicit consent |
| To assess requirements and select or tailor a program specific to the Student | Legitimate interests (to enable Arrowsmith to design Student Programs). Where health data is processed, we will rely on explicit consent |
| To report on progress during the course of completing the Program | Legitimate interests (to enable Arrowsmith to modify your Program as needed and identify its end point). Where health data is processed, we will rely on explicit consent |
| To transfer records and progress reports between academic institutions | Legitimate interests (to enable you to continue in the Arrowsmith Program). Where health data is processed, we will rely on explicit consent |
| Research and development | Legitimate interests (to enable us to conduct research). Where health data is processed, unless Arrowsmith are permitted by applicable data protection law to rely on an exemption (namely that the processing is necessary for scientific or research purposes or statistical purposes in accordance with Article 89(1) of the General Data Protection Regulation), we will rely on explicit consent |
| To comply with legal or regulatory requirements, or as otherwise permitted by law | Legal obligations, legitimate interests (to cooperate with law enforcement and regulatory authorities). With respect to special categories of Personal Data, we will usually rely on legal claims, substantial public interests (processing for the prevention and detection of fraud/crime) or very rarely where necessary, explicit consent |
| To inform you of changes | Legitimate interests (to notify you about changes to Arrowsmith's services) |
| To reorganize or make changes to Arrowsmith's business | Legitimate interests (to enable Arrowsmith to changes its business) |

| Purposes for which we use your Personal Data (by reference to section 5 of the Privacy Notice) | Lawful basis |
|--|--|
| To communicate effectively with you and conduct Arrowsmith's business | Legitimate interests (to enable Arrowsmith to run and administer its business and to perform its obligations) |
| To provide you with our newsletter (which may include promotional material) | Consent, unless we have a legitimate interest (to keep you updated and to promote our business) (as permitted by local law). You may withdraw your consent by contacting us as per paragraph 10 of this Privacy Notice |

3 Please find below an explanation of the lawful bases of processing Personal Data set out at paragraph 2 above.

| The main lawful bases for our use of Personal Data are as follows: | The main lawful bases for our use of special categories of Personal Data, including health data, are as follows: |
|--|---|
| Legitimate interests: where we have a legitimate interest in using your Personal Data. We will only rely on this lawful basis if we consider that our interest in using your Personal Data for the relevant purpose is not outweighed by any interests that you may have, or any prejudice that you may suffer, from the relevant use of your Personal Data | Explicit consent: where you have given your explicit consent to the processing of those Personal Data for one or more specified purposes. You may withdraw your consent to the use of your Personal Data by contacting us as per the section 10 of the Privacy Notice. However, depending on the scope of your withdrawal, we may be unable to provide all or part of our services that require the processing of your special categories of Personal Data |
| Legal obligation: where we need to use your Personal Data to comply with our legal obligations | Substantial public interest: where we need to process your Personal Data for reasons of substantial public interest set out in EU or UK law |
| | Legal claims: where your Personal Data is necessary for us to establish, exercise or defend any legal claims |

4 This paragraph 4 applies in addition to section 6 of the Privacy Notice.

- (a) Where Arrowsmith transfers Personal Data from inside the EEA, Switzerland or the UK to outside these countries, Arrowsmith may be required to take specific additional measures to safeguard the relevant Personal Data.
- (b) Certain countries outside the EEA, Switzerland and the UK are considered under applicable data protection law to provide essentially equivalent protections to Personal Data and therefore no additional safeguards are required to export Personal Data to these jurisdictions. This includes Canada (to the extent PIPEDA applies).
- (c) In countries that have not had these approvals, such as the United States, Arrowsmith will establish legal grounds justifying such transfer, such as EU Commission-approved model contractual clauses, or other legal grounds permitted by applicable legal requirements.

- (d) You explicitly consent to the transfer of your Personal Data to servers in the United States and Canada, having been advised of certain potential dangers to the privacy of your Personal Data in those jurisdictions.

5 This paragraph 5 applies in addition to section 9 of the Privacy Notice.

- (a) In addition to the rights set out at section 9.3 of the Privacy Notice, you may, under certain circumstances, have the right to:
 - (i) be provided with details about what Personal Data we hold about you and to be provided with a copy of your Personal Data;
 - (ii) withdraw your consent, including consent to receive marketing/promotional materials (where our processing activity is based on your consent);
 - (iii) be provided with a copy of the Personal Data you have provided to us in a machine-readable format so that you can transfer it to another provider or ask us to transfer this to another data controller (where our processing activity is based on contract performance or consent);
 - (iv) require us to delete Personal Data (including where our processing activity is based on your consent or our legitimate interests);
 - (v) restrict how we use your Personal Data whilst a complaint is being investigated;
 - (vi) object to our processing of your Personal Data (where our processing is based on our legitimate interests); and
 - (vii) ask us not to reach decisions affecting you using automated processing or profiling.
- (b) Your exercise of these rights is subject to certain exemptions to safeguard the public interest (e.g. the prevention or detection of crime) and our interests (e.g. the maintenance of legal privilege).
- (c) If you exercise any of these rights we will check your entitlement and respond without undue delay, in any event within a month.
- (d) If you are not satisfied with how we have addressed your complaint or concerns, please contact us as per section 10 of the Privacy Notice.
- (e) **General Data Protection Regulation (GDPR) – European Representative**

Pursuant to Article 27 of the General Data Protection Regulation (GDPR), Arrowsmith Program ANZ Inc. has appointed European Data Protection Office (EDPO) as its GDPR Representative in the EU. You can contact EDPO on all issues related to Arrowsmith's processing of Personal Data that is subject to the European Union's General Data Protection Regulation ("GDPR"):

-by using EDPO's online request form: <https://edpo.com/gdpr-data-request/>

-by writing to EDPO at Spaces Rio, Calle Manzanares 4, 28005 Madrid, Spain

You can also contact your appropriate EU Data Protection Authority (**DPA**) using the detail set out at https://edpb.europa.eu/about-edpb/about-edpb/members_en.

- (f) If you are located in the UK, your DPA is the Information Commissioner's Office:
Information Commissioner's Office Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF;
Email: casework@ico.org.uk Telephone: 0303 123 1113.

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Appendix [2]: Canada Specific Provisions

1. Application.

If you are based in Canada, the provisions of this Appendix [2] apply in addition to the provisions of the Privacy Notice.

2. Consent.

If you are based in Canada, it is important to us that we collect, use, and disclose your Personal Data only when we have your consent to do so. Depending on the sensitivity of the Personal Data, your consent may be implied or express. We may collect, use, or disclose your Personal Data without your knowledge or consent where we are permitted or required to do so by applicable law or regulatory requirements.

Typically, we will seek your consent at the time we collect your Personal Data. In certain circumstances, your consent may be obtained after collection, but prior to use or disclosure of your Personal Data. If we plan to disclose your Personal Data for a purpose that has not been previously identified (either in the Privacy Notice, this Appendix [2], or otherwise), we will endeavour to advise you of that before such use or disclosure.

You acknowledge and agree, on your own behalf and on behalf of any Student for whom you are the parent or legal guardian, that by: (a) accessing or using Arrowsmith's website(s) or services; (b) providing your Personal Data to Arrowsmith; or (c) participating in the Program, or consenting to your child's participation in the Program as a Student, you signify your acceptance of the Privacy Notice and consent to be bound by its terms with respect to the collection, use, and disclosure of your Personal Data, as described in the Privacy Notice and this Appendix [2]. By consenting to the collection, use, and disclosure of your Personal Data as described in sections 4 (Personal Information that Arrowsmith collects and processes), 5 (Purposes for which we use your Personal Data), and 6 (Disclosing your Personal Data and international transfers) of the Privacy Notice, you allow Arrowsmith to fulfil the purposes for which Arrowsmith collects, uses, and discloses your Personal Data.

3. Withdrawal of Consent.

You may change or withdraw your consent at any time, subject to legal or contractual obligations, and reasonable notice, by contacting our Privacy Officer using the contact information set out below. All communications with respect to such withdrawal or variation of consent should be in writing and addressed to our Privacy Officer. If you withdraw or vary your consent, we may not be able to provide you with the communications and/or services you request through our website or in connection with the Program. For clarity, if you withdraw your consent, on your own behalf or on behalf of a Student of whom you are the parent or legal guardian, the Student may not be permitted to participate in the Program.

4. Access to your Personal Data

You can ask to access the Personal Data that we have received from or possess about you (or a Student of whom you are the parent or legal guardian). If you want to review, verify, delete, or correct such Personal Data, please contact our Privacy Officer.

When requesting access to your Personal Data, please note that we may request specific information from you to enable us to confirm your identity and right to access, as well as to search for and provide you with the Personal Data you have requested. If you require assistance preparing your request, please contact our Privacy Officer.

Your right to access the Personal Data that we hold about you (or about a Student of whom you are the parent or legal guardian) is not absolute. There are instances where applicable law or regulatory requirements allow or require us to refuse to provide some or all of the Personal Data that you have requested. In addition, the Personal Data may have been destroyed, erased, or made anonymous in accordance with our record retention obligations and practices. In the event that we cannot provide you with access to the Personal Data you have requested, we will endeavour to inform you of the reasons why, subject to any legal or regulatory restrictions.

5. Application of the Privacy Notice and Appendix [2]

With respect to the collection, use, disclosure, and other processing of the Personal Data of persons based in Canada, (a) the Privacy Notice and this Appendix [2] do not create or confer upon any individual any rights, or impose upon Arrowsmith any rights or obligations, outside of, or in addition to, any rights or obligations imposed by Canada's federal and provincial privacy laws, as applicable; and (b) the Privacy Notice and this Appendix [2] shall be interpreted to give effect to and comply with such privacy laws.

6. Changes to the Privacy Notice or this Appendix [2]

If we make any changes to the Privacy Notice (in accordance with section 11 of the Privacy Notice), we will post any revised version of the Privacy Notice on our websites. If we make any material changes we will notify you as required by applicable law, but encourage you to check back often for updates. If we are not able to notify you personally because we do not have your contact information, we will notify the applicable Program Site and they are required to notify you. Your continued use of our websites, services, or the Programs after an update or amendment to the Privacy Notice means that you consent to the collection, use, disclosure, and other processing of your Personal Data as described in the updated Privacy Notice.

7. Questions and Contact Information

If you have any questions about the Privacy Notice or concerns about how we manage your Personal Data, please contact our Privacy Officer. We will endeavour to answer your questions and advise you of any steps taken to address the issues raised by you. If you are dissatisfied with our response, you may be entitled to make a written submission to the Privacy Commissioner in your jurisdiction. We have appointed a Canadian Privacy Officer to oversee compliance with the Privacy Notice. The contact information for our Privacy Officer is as follows:

Email: privacy@arrowsmithprogram.ca,

Mailing Address: 245 St. Clair Avenue West, Toronto, Ontario, Canada M4V 1R3

** If you choose to communicate with us via email, please be aware that email is not a 100% secure medium for sending Personal Data or confidential information to us **

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Appendix [3]: United States Specific Provisions

1. Application

If you are based in the United States, the provisions of this Appendix [3] apply in addition to the provisions of the Privacy Notice.

2. Parental Rights

Arrowsmith advises parents in the United States that:

- Arrowsmith won't require your child to disclose more information than is reasonably necessary to participate in an Arrowsmith Program activity;
- You can review your child's Personal Data, direct Arrowsmith to delete it, and refuse to allow any further collection or use of your child's Personal Data; and
- You can agree to the collection and use of your child's information, but still not allow disclosure to third parties unless strictly required for participation in the Arrowsmith Program.

If you want to exercise any of these rights, please contact Arrowsmith's Privacy Officer by email at privacy@arrowsmithprogram.ca. If Arrowsmith makes a material change to its Privacy Notice, we will send you a copy of the revised notice. If we are not able to notify you personally because we do not have your contact information, we will notify the applicable Program Site and they are required to notify you.

2. Operators That Collect or Maintain Information from Children

Personal Data gathered through our portal is stored on Google web servers in the United States. Google's relevant contact information is: Google HQ

1600 Amphitheatre Parkway

Mountain View, CA 94043, USA

(650) 253-0000

Email: <https://support.google.com/cloud/contact/dpo>

3. Notice to California Minors

You have the right under California law (California Business & Professions Code §22581) to tell Arrowsmith to remove content that you posted on the Arrowsmith website. If you want Arrowsmith to do this or want to discuss doing this, email us at privacy@arrowsmithprogram.ca. With some exceptions described in California law, Arrowsmith will do the best it can to do what you request, but it can't guarantee that everything will be erased.

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Appendix [4]: Australia Specific Provisions

- 1** If you are located in Australia the provisions of this Appendix [4] apply in addition to the provisions of the Privacy Notice.
- 2 This paragraph 2 applies in addition to section 4 of the Privacy Notice.**
 - 2.1 The collection, use and disclosure of your Personal Data in Australia is subject to the *Privacy Act 1988* (Cth) (**Privacy Act**) and the Australian Privacy Principles (**APPs**). When used in the Privacy Notice, the term 'Personal Data' has the same meaning as 'Personal Information' in the Privacy Act.
 - 2.2 The Personal Data outlined in the Privacy Notice will include your health information, which is deemed 'sensitive information' for the purposes of the Privacy Act.
- 3 This paragraph 3 applies in addition to section 6 of the Privacy Notice.**
 - (a) Where Arrowsmith transfers Personal Data from inside Australia to overseas, Arrowsmith may be required to take specific additional measures to safeguard the relevant Personal Data.
 - (b) Certain countries outside Australia are subject to a law, or binding scheme, that has the effect of protecting the information in a way that, overall, is at least substantially similar to the way in which the APPs protect the information and therefore no additional safeguards are required to export Personal Data to these jurisdictions.
 - (c) In countries which do not have these substantially similar protections, Arrowsmith will take steps that are reasonable in the circumstances to ensure that the overseas recipient does not breach the APPs.
 - (d) The countries in which overseas recipients may be provided your Personal Data include Canada and the United States.
- 4 This paragraph 4 applies in addition to section 9 of the Privacy Notice**
 - (a) We will take such steps that are reasonable in the circumstances to ensure your Personal Data is accurate, up-to-date and complete.
 - (b) In addition to the rights set out at section 9.3 of the Privacy Notice, you may make a request to us to:
 - (i) access and correct your Personal Data;
 - (ii) withdraw your consent to use your Personal Data (however, note that by withdrawing consent, you may no longer be able to access some or all of our services); or
 - (iii) unsubscribe from direct marketing communications.
 - (c) You may also make a complaint to us per section 10 of the Privacy Notice if you believe we have misused your Personal Data in breach of the Privacy Act. We request that these complaints be made in writing, and that you clearly identify yourself with the details of the complaint. You may also wish to contact the Office of the Australian Information Commissioner at

<https://www.oaic.gov.au/privacy/privacy-complaints> for guidance on alternative courses of action available if you believe we have breached our legal obligations under the Privacy Act.

- (d) Your requests and complaints will be subject to any applicable legal obligations imposed on us by the Privacy Act. We endeavour to respond to your requests and complaints (and update any Personal Data accordingly) as promptly and efficiently as possible.

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Appendix [5]: New Zealand Specific Provisions

5 If you are located in New Zealand the provisions of this Appendix [3] apply in addition to the provisions of the Privacy Notice.

6 This paragraph 2 applies in addition to section 4 of the Privacy Notice.

6.1 The collection, use and disclosure of your Personal Data in New Zealand is subject to the *Privacy Act 2020 (New Zealand)* (“**Privacy Act**”) and any applicable code issued pursuant to the Privacy Act 2020. When used in the Privacy Notice, the term ‘Personal Data’ has the same meaning as ‘Personal Information’ in the Privacy Act.

6.2 The Personal Data outlined in the Privacy Notice will include your health information to which the Health Information Privacy Code 2020 applies.

7 This paragraph 3 applies in addition to section 6 of the Privacy Notice.

(a) Where Arrowsmith transfers Personal Data from inside New Zealand to overseas, Arrowsmith may be required to take specific additional measures to safeguard the relevant Personal Data.

(b) Certain countries outside New Zealand are subject to a law, or binding scheme, that has the effect of protecting the information in a way that, overall, is at least substantially similar to the way in which the New Zealand Privacy Act protects the information and therefore no additional safeguards are required to export Personal Data to these jurisdictions.

(c) In countries that do not have these substantially similar protections, Arrowsmith will take steps that are reasonable in the circumstances to ensure that the overseas recipient is required to protect your Personal Data in a way that, overall, provides comparable safeguards to those required under the applicable privacy laws in New Zealand. Examples of these steps include a written agreement between Arrowsmith and the third party or making reasonable enquiries regarding data protection standards of the country in which the overseas third party is located,

(d) You acknowledge and agree to our disclosure of your personal information to organisations in those countries. The countries in which overseas recipients may be provided your Personal Data include Canada and the United States.

8 This paragraph 4 applies in addition to section 9 of the Privacy Notice

(a) We will take such steps that are reasonable in the circumstances to ensure your Personal Data is accurate, up-to-date and complete.

(b) In addition to the rights set out at section 9.3 of the Privacy Notice, you may make a request to us to:

(i) access and correct your Personal Data;

(ii) withdraw your consent to use your Personal Data (however, note that by withdrawing consent, you may no longer be able to access some or all of our services); or

- (iii) unsubscribe from direct marketing communications.

- (c) You may also make a complaint to us per section 10 of the Privacy Notice if you believe we have misused your Personal Data in breach of the Privacy Act. We request that these complaints be made in writing, and that you clearly identify yourself with the details of the complaint. You may also wish to contact the Office of the New Zealand Privacy Commissioner at www.privacy.org.nz or 0800 803 909 for guidance on alternative courses of action available if you believe we have breached our legal obligations under the Privacy Act.

- (d) Your requests and complaints will be subject to any applicable legal obligations imposed on us by the Privacy Act. We endeavour to respond to your requests and complaints (and update any Personal Data accordingly) as promptly and efficiently as possible.

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Appendix [6]: India Specific Provisions

1. If you are located in India the provisions of this Appendix [6] apply in addition to the provisions of the Privacy Notice.
2. **This paragraph 2 applies in addition to section 4 of the Privacy Notice.**
 - (a) The collection, use, disclosure and processing of your Personal Data in India is subject to the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 issued under the Information Technology Act, 2000 (collectively, “**Sensitive Personal Data Rules**”). When used in the Privacy Notice, the term ‘Personal Data’ includes ‘Sensitive Personal Data’ and ‘Personal Information’ as defined in the Sensitive Personal Data Rules.
 - (b) When you visit our website for informational reasons, i.e., without registering for any of our provided services and without providing us with your Personal Data in any form, we may collect certain information about you which may contain Personal Data in limited cases. Such collected information may include:
 - (i) the website from which you have been directed our website;
 - (ii) the date and time of your request to access our website;
 - (iii) your device type, screen resolution and browser version used to access our website;
 - (iv) your internet service provider, location and IP address used to access our website;
 - (v) information on your operating system, including your language settings; and
 - (vi) information on the offers you have visited on our website.
3. **This paragraph 3 applies in addition to section 5 and 6 of the Privacy Notice.**
 - (a) We use the information referred in paragraph 2(b) above, only to assist us in providing an effective service to our users (e.g., to adapt our website to the needs of your device or to allow you to effectively use our website), and to collect broad demographic information for anonymized, aggregated use.
 - (b) Arrowsmith provides you with the ability to pay for the Arrowsmith Program using a credit card or other methods through a third-party payment processing service provider. Please note that our service provider, not Arrowsmith, collects and processes your financial information. By subscribing to the Arrowsmith Program and making payment, you expressly agree to the processing of your Personal Data, including any financial information by the payment service provider
4. In addition to transfer of information with the third party affiliates of Arrowsmith, we may potentially use third party products and or/services for integration with our services, including but not limited to social media plug-ins (collectively, “**Third-Party Services**”). These Third-Party Services allow you to communicate with such products and like or comment from our website. Third-Party Services enable a direct communication between your device and the servers of the third-party provider, allowing the provider to communicate with you and collect information about you browsing our website. Third-Party Services may collect Personal Data whether

you have an account with the provider or not. We try to use Third-Party Services that share our high standards and respect for privacy. However, we are not responsible for the content or privacy practices employed by Third-Party Services. We do not control the privacy policies of other websites and this Privacy Notice does not apply to the privacy practices of other websites. Please note that we neither have control over the extent of Personal Data that is collected by the respective Third-Party Services nor do we know the purpose of collection of your Personal Data or the period for which your Personal Data will be retained by the Third-Party Services. We will not be responsible for your Personal Data collected or disclosed by such Third-Party Services. You should use discretion and caution while disclosing your Personal Data to such Third-Party Services. **This paragraph 4 applies in addition to section 8 and 9 of the Privacy Notice.**

- (c) We will store the information you provide, once received, in commercially reasonably secure operating environments that are not accessible by the public. We will store the information you provide in compliance with applicable laws, including the Sensitive Personal Data Rules, for such time as is necessary to respond to your requests or provide you services you are/have enrolled in.
- (d) We will take all reasonable efforts to ensure the confidentiality of your Personal Data and make reasonable efforts to ensure that the information received from you is not misused.
- (e) You understand, agree and acknowledge that submitting information over the internet is never entirely secure. We cannot guarantee the security of the information you submit on our website, whilst it is in transit over the internet, and any submission of information is at your own risk. Therefore, your posting of Personal Data on this website constitutes your acceptance of this risk. By posting Personal Data on our website, you waive any right to seek legal relief from us due to any misuse, loss or inadvertent disclosure of your data.
- (f) You shall, at any time while using the Arrowsmith Program, also have an option to withdraw your consent given earlier to us to collect, use, disclose and process your Personal Data. Such withdrawal of the consent is required to be sent in writing to us at the contact details provided in this Privacy Notice below. In such event, however, Arrowsmith fully reserves the right not to allow further usage of the Arrowsmith Program or provide any services thereunder to you.

5. Consent.

You acknowledge that you have read, understood and agree on your own behalf and on behalf of any Student for whom you are the parent or legal guardian that by: (a) accessing or using Arrowsmith's website(s) or services; (b) providing your Personal Data to Arrowsmith; or (c) participating in the Program, or consenting to your child's participation in the Program as a Student, you signify your acceptance of the Privacy Notice and consent to be bound by its terms with respect to the collection, use, disclosure and processing of your Personal Data, as described in the Privacy Notice and this Appendix [6]. By consenting to the collection, use, disclosure and processing of your Personal Data as described in sections 4 (Personal Information that Arrowsmith collects and processes), 5 (Purposes for which we use your Personal Data), and 6 (Disclosing your Personal Data and international transfers) of the Privacy Notice, you allow Arrowsmith to fulfil the purposes for which Arrowsmith collects, uses, discloses and processes your Personal Data.

6. Grievance Officer.

The name and contact details of the Grievance Officer is provided below:

Name: Andrew Sommerhalder
Email: privacy@arrowsmithprogram.ca

Mailing Address: 245 St. Clair Avenue West, Toronto, Ontario, Canada M4V 1R3

If you have questions or concerns regarding the privacy of your Personal Data, or if you would like to be removed from our mailing lists or change your preferences about the information you receive from us, or would like to delete or amend your Personal Data, please contact the Grievance Officer (at the above details).

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