

Last updated October 30, 2017

Engage2Excel, Inc., ("E2E," "we," "our," and "us"), complies with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Data (as defined below) from European Union member countries and Switzerland. E2E has certified that it adheres to the Privacy Shield Principles of Notice; Choice; Accountability for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; and Recourse, Enforcement, and Liability. If there is any conflict between the policies in this E2E (U.S.) Privacy Shield Policy ("Privacy Shield Policy") and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification page, please visit <https://www.privacyshield.gov/>.

### **Definitions**

**"Data Subject"** means the individual to whom any given Personal Data covered by this Privacy Shield Policy refers.

**"Personal Data"** means any information relating to an individual residing in the European Union and Switzerland that can be used to identify that individual either on its own or in combination with other readily available data.

**"Sensitive Personal Data"** means Personal Data regarding an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, physical or mental health, or sexual life.

### **Scope and Responsibility**

This Privacy Shield Policy applies to Personal Data transferred from European Union member countries and Switzerland to E2E's operations in the U.S. in reliance on the respective Privacy Shield framework and does not apply to Personal Data transferred under Standard Contractual Clauses or any approved derogation from the EU Directive.

Some types of Personal Data may be subject to other privacy-related requirements and policies. For example:

- Some E2E websites have their own privacy policies.
- Personal Data regarding and/or received from a client is also subject to any specific agreement with, or notice to, the client, as well as additional applicable laws and professional standards.
- Employee Personal Information is subject to internal human resource policies including the Employee Data Privacy Notice.

All employees of E2E that have access in the U.S. to Personal Data covered by this Privacy Shield Policy are responsible for conducting themselves in accordance with this Privacy Shield Policy. Adherence by E2E to this Privacy Shield Policy may be limited to the extent required to meet legal, regulatory, governmental, or national security obligations, but Personal Data covered by this Privacy Shield Policy shall not be collected, used, or disclosed in a manner contrary to this policy without the prior written permission of E2E's Privacy Officer.

E2E employees responsible for engaging third parties to which Personal Data covered by this Privacy Shield Policy will be transferred are responsible for obtaining appropriate assurances that such third parties have an obligation to conduct themselves in accordance with the applicable provisions of this Privacy Shield Principles, including any applicable contractual assurances required by Privacy Shield.

## **Privacy Shield Principles**

E2E commits to subject to the Privacy Shields' Principles all Personal Data received by E2E in the U.S. from European Union member countries and Switzerland in reliance on the respective Privacy Shield framework.

### **1. Notice**

E2E notifies Data Subjects covered by this Choice Privacy Shield Policy about its data practices regarding Personal Data received by E2E in the U.S. from European Union member countries and Switzerland in reliance on the respective Privacy Shield framework, including the types of Personal Data it collects about them, the purposes for which it collects and uses such Personal Data, the types of third parties to which it discloses such Personal Data and the purposes for which it does so, the rights of Data Subjects to access their Personal Data, the choices and means that E2E offers for limiting its use and disclosure of such Personal Data, how E2E's obligations under the Privacy Shield are enforced, and how Data Subjects can contact E2E with any inquiries or complaints.

### **2. Choice**

If Personal Data covered by this Privacy Shield Policy is to be used for a new purpose that is materially different from that for which the Personal Data was originally collected or subsequently authorized, or is to be disclosed to a non-agent third party, E2E will provide Data Subjects with an opportunity to choose whether to have their Personal Data so used or disclosed. Requests to opt out of such uses or disclosures of Personal Data should be sent to: [us-privacy@Engage2Excel.com](mailto:us-privacy@Engage2Excel.com).

If Sensitive Personal Data covered by this Privacy Shield Policy is to be used for a new purpose that is different from that for which the Personal Data was originally collected or subsequently authorized, or is to be disclosed to a third party, E2E will obtain the Data Subject's explicit consent prior to such use or disclosure.

### **3. Accountability for Onward Transfer**

In the event we transfer Personal Data covered by this Privacy Shield Policy to a third party acting as a controller, we will do so consistent with any notice provided to Data Subjects and any consent they have given, and only if the third party has given us contractual assurances that it will (i) process the Personal Data for limited and specified purposes consistent with any consent provided by the Data Subjects, (ii) provide at least the same level of protection as is required by the Privacy Shield Principles and notify us if it makes a determination that it cannot do so; and (iii) cease processing of the Personal Data or take other reasonable and appropriate steps to remediate if it makes such a determination. If E2E has knowledge that a third party acting as a controller is processing Personal Data covered by this Privacy Shield Policy in a way that is contrary to the Privacy Shield Principles, E2E will take reasonable steps to prevent or stop such processing.

With respect to our agents, we will transfer only the Personal Data covered by this Privacy Shield Policy needed for an agent to deliver to E2E the requested product or service. Furthermore, we will (i) permit the agent to process such Personal Data only for limited and specified purposes; (ii) require the agent to provide at least the same level of privacy protection as is required by the Privacy Shield Principles; (iii) take reasonable and appropriate steps to ensure that the agent effectively processes the Personal Data transferred in a manner consistent with E2E's obligations under the Privacy Shield Principles; and (iv) require the agent to notify E2E if it makes a determination that it can no longer meet its obligation to provide the same level of protection as is required by the Privacy Shield Principles. Upon receiving notice from an agent that it can no longer meet its obligation to provide the same level of protection as is required by the Privacy Shield Principles, we will take reasonable and appropriate steps to stop and remediate unauthorized processing.

E2E remains liable under the Privacy Shield Principles if an agent processes Personal Data covered by this Privacy Shield Policy in a manner inconsistent with the Principles, except where E2E is not responsible for the event giving rise to the damage.

#### **4. Security**

E2E takes reasonable and appropriate measures to protect Personal Data covered by this Privacy Shield Policy from loss, misuse, and unauthorized access, disclosure, alteration, and destruction, taking into due account the risks involved in the processing and the nature of the Personal Data.

#### **5. Data Integrity and Purpose Limitation**

E2E limits the collection of Personal Data covered by this Privacy Shield Policy to information that is relevant for the purposes of processing. E2E does not process such Personal Data in a way that is incompatible with the purposes for which it has been collected or subsequently authorized by the Data Subject.

E2E takes reasonable steps to ensure that such Personal Data is reliable for its intended use, accurate, complete, and current. E2E takes reasonable and appropriate measures to comply with the requirement under the Privacy Shield to retain Personal Data in identifiable form only for as long as it serves a purpose of processing, which includes E2E's obligations to comply with professional standards, E2E's business purposes and unless a longer retention period is permitted by law, and it adheres to the Privacy Shield Principles for as long as it retains such Personal Data.

#### **6. Access**

Data Subjects whose Personal Data is covered by this Privacy Shield Policy have the right to access such Personal Data and to correct, amend, or delete such Personal Data if it is inaccurate or has been processed in violation of the Privacy Shield Principles (except when the burden or expense of providing access, correction, amendment, or deletion would be disproportionate to the risks to the Data Subject's privacy, or where the rights of persons other than the Data Subject would be violated). Requests for access, correction, amendment, or deletion should be sent to: [us-privacy@Engage2Excel.com](mailto:us-privacy@Engage2Excel.com).

#### **7. Recourse, Enforcement, and Liability**

E2E's participation in the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework is subject to investigation and enforcement by the Federal Trade Commission.

In compliance with the Privacy Shield Principles, E2E commits to resolve complaints about your privacy and our collection or use of your Personal Data. Data Subjects with inquiries or complaints regarding this Privacy Shield Policy should first contact E2E at: [us-privacy@Engage2Excel.com](mailto:us-privacy@Engage2Excel.com). E2E has further committed to refer unresolved privacy complaints under the EU-U.S. and Swiss-U.S. Privacy Shield Principles to an independent dispute resolution mechanism, the BBB EU PRIVACY SHIELD, operated by the Council of Better Business Bureaus. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit <https://www.bbb.org/EU-privacy-shield/file-a-complaint/> for more information and to file a complaint.

Under certain conditions detailed in the Privacy Shield, Data Subjects may be able to invoke binding arbitration before the Privacy Shield Panel to be created by the U.S. Department of Commerce and the European Commission.

E2E agrees to periodically review and verify its compliance with the Privacy Shield Principles, and to remedy any issues arising out of failure to comply with the Privacy Shield Principles. E2E acknowledges that its failure to provide an annual self-certification to the U.S. Department of Commerce will remove it from the Department's list of Privacy Shield participants.

#### **Changes to this Privacy Shield Policy**

This Privacy Shield Policy may be amended from time to time consistent with the requirements of the Privacy Shield. Appropriate notice regarding such amendments will be given.