

Legal & Privacy Policies

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7. Indemnification You agree to indemnify Performance University from and against all claims, liability and expenses, including legal fees and costs arising from any unauthorized use of the Web site and Web site Materials or from your breach of the Terms and Conditions of Use. You agree to notify Performance University immediately upon becoming aware of any unauthorized use of the Website or Web site Materials and take all reasonable steps to prevent subsequent unauthorized use. Performance University reserves the right, in its sole discretion and at its own expense, to defend any such action or claim and you agree to co-operate fully with any such defense.

8. User Information and Privacy: Performance University does not use our Website to collect any personal information regarding users of the Web site but may collect and retain information regarding your use of the Website. Performance University will not sell, rent or distribute such information collected to any other third party. Please review our Privacy Statement and Privacy Code to review how Performance University handles privacy issues (please insert link to privacy statement/code) on our Website. Our Website may use "cookies" for the purposes of maintaining proper process sequencing and information but Performance University will not use "cookies" to surreptitiously gather information from a user's computer. By using the Web site, you are authorizing Performance University to collect such information. To the extent that information is collected regarding your use of the Website, you authorize Performance University to use such information for any purpose whatsoever related to the business of Coaching and Training. Should you not wish to give such authorization, then you must notify Performance University to the contrary by emailing us at ron@performanceuniversity.org. Notwithstanding such notification, Performance University reserves the right at all times to disclose such information about your use of our Website necessary to meet any law, regulation, government request or court order. You acknowledge and agree that Performance University cannot ensure or guarantee your secure access or privacy on our Website given that no transmission over the Internet can be guaranteed to be 100% secure and as result any use of the Website shall be at your sole risk.

NOTE: THE USE OF CERTAIN PRODUCTS OF PERFORMANCE UNIVERSITY MAY REQUIRE THE COLLECTION OF PERSONAL INFORMATION OF THE USER, THE PROVISIONS OF THE PRODUCT SPECIFIC TERMS OF USE OR LICENSE AGREEMENT APPLY TO THE COLLECTION OF ANY SUCH PERSONAL INFORMATION.

9. Survival of Obligations The obligations pursuant to the provisions of 2, 4, 6 and 7 survive the termination of these Terms and Conditions of Use.

10. Termination Your right to use this Web site and Web site Materials is subject to your continued compliance with these Terms and Conditions. This right shall terminate automatically without notice should you breach of these Terms and Conditions. In the event that these Terms and Conditions are terminated, you agree to destroy all materials obtained by you from the Web site and any and all copies thereof.

11. General Terms Any disputes under these Terms and Conditions of Use shall be governed by the laws of the State of New York and laws of

the United States of America where applicable, without giving effect to any conflict of laws principles. You expressly consent to the exclusive forum, jurisdiction and venue of the courts of the State of New York and the United States of America, or any other jurisdiction or courts as may be determined by Performance University.

In the event of a dispute These Terms and Conditions of Use and any directions, policies, rules or guidelines posted on the Web site shall constitute the entire agreement between you and Performance University. Should Performance University waive a provision or right under the Agreement, such waiver does not constitute a waiver of any other provision of the Agreement or any subsequent waiver of a right or provision under this Agreement. If any provision of this Agreement or any part of any provision of this Agreement is held by a court of competent jurisdiction, after appeals therefrom have been exhausted, to be unenforceable then the remainder of this Agreement shall continue to be of full force and effect.

PRIVACY CODE

The Performance University Privacy Code sets out our privacy commitment to the protection of our employees, customers and client's personal information. This Privacy Code is built on the ten principles of the Canadian Standards Association (CSA) Model Code for the Protection of Personal Information which was published in March 1996 as a National Standard of Canada that have now been incorporated into both Federal and Provincial privacy laws.

Definitions

"contact information" means information to enable an individual at a place of business or at a residence to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual employee personal information" means personal information about an individual that is collected, used or disclosed solely for the purposes reasonably required to establish, manage or terminate an employment relationship between the organization and that individual, but does not include personal information that is not about an individual's employment."organization" means a person, an unincorporated association, a trade union, a trust or a not for profit organization, but does not include:

(a) an individual acting in a personal or domestic capacity or acting as an employee; (b) a public body; (c) the Provincial Court, the Supreme Court or the Court of Appeal;

"personal information" means information about an identifiable individual and includes employee personal information but does not include contact information or work product information.

"PERFORMANCE UNIVERSITY" means Performance University and/or www.performanceuniversity.org.

"Work product information" means information prepared or collected by an individual or group of individuals as part of the individual's or group's responsibilities or activities related to the individual's or group's employment or business but does not include personal information about the individual who did not prepare or collect the personal information.

Introduction

Performance University is an American company providing Human Resource Services and Development, Proprietary Program Licensing, Executive & Performance Coaching Services, Coaching Certification and Corporate Training. As a multi-faceted Coaching and Training company focusing extensively on R&D and Licensing, privacy of personal information is a critical customer criteria and priority.

This Privacy Code is intended to set out our commitment to our customers regarding the protection of personal information provided by our employees and customer as reflected in the following principles, policies and procedures. It is also intended to set out the choices available for individuals regarding our collection, use or disclosure of their personal information.

The purpose of this Privacy Code is to articulate clearly our privacy practices respecting the management of personal information collected and used by our Company and to ensure compliance with the federal and provincial privacy laws. It is the intention of this Privacy Code to recognize the needs of our Company to collect, use or disclose personal information versus the right of individuals to protect their personal information. The standard for the collection of personal information by our Company is one of what a reasonable persona would consider appropriate in the circumstances.

PERFORMANCE UNIVERSITY is further committed to a continual review and updating of our Privacy Code to ensure that we are keeping pace with changes in technology and industry practices and meets the on-going needs of our employees and customers.

Guiding Principles

The following ten principles are the basis of the PERFORMANCE UNIVERSITY's Privacy Code and shall guide PERFORMANCE UNIVERSITY's management of personal information and its privacy practices together with the statutory requirements of the BC Personal Information Protection Act.

1. Accountability - PERFORMANCE UNIVERSITY is responsible for personal information under its control including personal information not in the custody of PERFORMANCE UNIVERSITY. PERFORMANCE UNIVERSITY shall designate one or more individuals to be responsible for ensuring that PERFORMANCE UNIVERSITY complies with this Privacy Code and shall make the position name or title and contact information of each individual so designated.
2. Identifying Purposes for Collection of Personal Information - PERFORMANCE UNIVERSITY shall identify the purposes for which personal information is collected or before personal information is collected.
3. Obtaining Consent for Collection, Use or Disclosure of Personal Information - PERFORMANCE UNIVERSITY shall ensure that consent is obtained from each individual for the collection, use or disclosure of their personal information unless inappropriate. PERFORMANCE UNIVERSITY shall recognize and act on any withdrawal of consent by an individual to collect their personal information.
4. Limiting Collection of Personal Information - PERFORMANCE UNIVERSITY shall limit the collection of personal information to the purposes identified by PERFORMANCE UNIVERSITY and shall only collect personal information using appropriate, fair and lawful means.
5. Limiting Use, Disclosure and Retention of Personal Information - PERFORMANCE UNIVERSITY shall not use or disclose personal information for purposes other than for the purpose it was collected unless PERFORMANCE UNIVERSITY has the consent of the individual or as provided by law. PERFORMANCE UNIVERSITY shall retain personal information for only as long as necessary to meet the purposes of the collection of the personal information.
6. Accuracy of Personal Information - PERFORMANCE UNIVERSITY shall ensure that personal information collected, used and disclosed shall be as accurate, complete and up-to date as possible for the purposes for which it

has been collected, used and disclosed.

7. Security Safeguards - PERFORMANCE UNIVERSITY shall take all appropriate steps to protect the personal information collected, used and disclosed and use security measures appropriate to sensitivity of the personal information.

8. Openness Concerning Policies and Practices - PERFORMANCE UNIVERSITY shall ensure that information is made available to employees and customers regarding this Privacy Code and our privacy practices regarding personal information.

9. Customer and Employee Access to Personal Information - PERFORMANCE UNIVERSITY shall inform an individual of the collection, use and disclosure of his/her personal information at the individual's request and shall grant access to the individual to such personal information. An individual shall be entitled to challenge the accuracy and completeness of the personal information collected, used or disclosed by PERFORMANCE UNIVERSITY and have it amended and or corrected as necessary or appropriate.

10. Challenging Compliance - This Privacy Code and our privacy practices shall include a clear process for responding to complaints that may arise with respect to our handling and managing of personal information of customers and employees. A customer or employee may make a complaint regarding PERFORMANCE UNIVERSITY's compliance with its privacy policies and practices to the designated individual in accordance with our complaint process.

Application of the Privacy Code

1.1 PERFORMANCE UNIVERSITY meets the definition of organization for the purposes of the BC Personal Information Protection Act. Our Privacy Code is therefore subject to the requirements and regulations of the BC Personal Information Protection Act and our Code applies to personal information of our customers and employees collected, used and disclosed by PERFORMANCE UNIVERSITY and to our practices in managing such personal information whether collected, used or disclosed orally, electronically or in writing.

1.2 This Privacy Code does not protect contact information or work product information as defined above.

1.3 There is certain personal information in which this Privacy Code does

not apply to:

(a) personal information collected, used or disclosed for personal or domestic purposes, (b) journalistic, artistic or literary purposes, (c) for federal act purposes, (d) for provincial Freedom of Information and Protection of Privacy Act purposes, (e) personal information in a note, communication or draft decision of decision maker in an administrative proceedings or personal information that relates to the exercise of functions of member or officer of Legislature or Legislative Assembly, (f) personal information from a document related to a prosecution if all proceedings related to the prosecution have not been completed, (g) collection of personal information collected before BC Personal Information Protection Act.

Accountability

2.1 In order to meet its responsibilities for personal information under its possession or control, PERFORMANCE UNIVERSITY appoints the Vice President and or his/her designate to be accountable for PERFORMANCE UNIVERSITY's compliance with this Privacy Code and its statutory requirements under the Personal Information Protection Act. The Vice President and or his/her designate may appoint one or more persons to act on their behalf with respect to the responsibility for day-to-day management, collection and processing of personal information.

2.2 The contact information of persons designated to be accountable for PERFORMANCE UNIVERSITY's compliance shall be made known upon request.

2.3 PERFORMANCE UNIVERSITY does not currently provide personal information to third parties. In the event, that PERFORMANCE UNIVERSITY does provide personal information to third parties, PERFORMANCE UNIVERSITY shall ensure that such third parties have policies and practices in place that provide similar or comparable protection for personal information as PERFORMANCE UNIVERSITY.

2.4 PERFORMANCE UNIVERSITY shall put in place procedures and practices to give effect to this Privacy Code and shall include:

2.4.1.1 Procedures and practices to protect personal information and to oversee compliance with this Privacy Code; 2.4.1.2 Procedures and practices to receive and respond to requests for personal information, inquiries and complaints 2.4.1.3 Methods and means for training and communicating our privacy procedures and practices to employees;

and 2.4.1.4 Methods and means for communicating our privacy procedures and practices to our customers and the public.

Purposes of Collection

3.1 PERFORMANCE UNIVERSITY shall only collect, use and disclose personal information of customers and employees for purposes that a reasonable person would consider appropriate in the circumstances and that fulfill the purposes that PERFORMANCE UNIVERSITY has disclosed to the individual.

3.2 PERFORMANCE UNIVERSITY shall identify and specify orally, electronically or in writing to the employee or customer the purposes for which personal information is collected, used and disclosed at or before the time the personal information is collected.

3.3 PERFORMANCE UNIVERSITY collects, uses and discloses personal information only for the following purposes:

Completion of website transactions. Access to restricted website areas. Normal business operations. Other requirements that may appear from time to time

3.4 Designated persons collecting personal information on behalf of PERFORMANCE UNIVERSITY shall upon request advise an individual of the purposes for such collection or refer the individual to the Vice President and or his/her designate to provide an explanation.

3.5 PERFORMANCE UNIVERSITY shall not collect, disclose or use personal information for any purpose not identified or specified to an individual without obtaining their consent.

Consent

4.1 Subject to the exceptions in 2.2 and 2.3 above and 4.3 below, PERFORMANCE UNIVERSITY will obtain consent from an individual when collecting, using or disclosing personal information from its customers or employees for the purposes outlined above.

4.2 Consent may be explicit (orally or in writing) or implied. Consent may be implied by PERFORMANCE UNIVERSITY where at the time consent is deemed:

4.2.1 the purpose would be considered obvious to a reasonable

person; 4.2.2 the individual has voluntarily provided the personal information for that purpose; or 4.2.3 PERFORMANCE UNIVERSITY has given notice of the collection of personal information for a specified period in a form that can be reasonably understood of its intention to collect, use or disclose the personal information and the individual is given a reasonable period of time to decline and does not decline and it is reasonable to collect, use or disclose having regard to the sensitivity of the personal information.

4.3 Consent is not required for the following personal information which is permitted to be collected and used from an individual or from a source other than an individual without limitations:

4.3.1 is clearly in the interest of the individual and consent cannot be obtained in a timely way; 4.3.2 is necessary for medical treatment of the individual and individual is unable to give consent; 4.3.3 it is reasonable to expect that the collection or use with the consent of individual would compromise the availability or accuracy of the personal information and the collection is reasonable for an investigation or a proceeding; 4.3.4 where collection or use occurs by observation at a performance, a sports meet or a similar event at which individual voluntarily appears and is open to the public; 4.3.5 is necessary to determine individual's suitability to receive an honour, award or similar benefit such as honorary degree, scholarship or bursary or selected for an athletic or artistic purpose; 4.3.6 organization is credit reporting agency and collection is for a credit report and individual consents at the time the original collection occurs; 4.3.7 is required or authorized by law; 4.3.8 personal information is necessary to facilitate collection of debt owed or payment of debt to an organization; and 4.3.9 collection or use of employee personal information is reasonable for establishing, managing or terminating an employment relationship