

Last Modified: August 25, 2016

## **Privacy Policy**

Pole To Win International and our affiliates (collectively “Pole To Win”) are committed to protecting your privacy. This Privacy Policy applies to our website [www.ptw-i.com](http://www.ptw-i.com). This Privacy Policy governs our data collection, processing and usage practices. By using the website, you consent to the data practices described in this Privacy Policy. If you do not agree with the data practices described in this Privacy Policy, you should not use the website.

Your use of the website will be governed by this policy as applicable to the website together with all policies, notices, guidelines, disclaimers that are published and shared with you from time to time which are incorporated herein by way of reference including but not limited to our Terms of Use, and such other terms as may be applicable to Pole To Win in your capacity as a user of the website. This policy shall be enforceable against you in the same manner as any other written agreement.

This policy constitutes a legal agreement between you, as the user of the website, and Pole To Win, as the owner of the website. You must be a natural person who is at least 18 years of age. If you are less than 18 years of age, please read through this policy with your parent or legal guardian, and in such a case this policy shall be deemed to be a contract between Pole To Win and your legal guardian or parent and to the extent permissible under applicable laws, enforceable against you.

# **1. Important Information**

## **1.1. Changes to this Privacy Policy**

We may update this Privacy Policy from time to time by posting a new version online. You should check this page occasionally to review any changes. This helps you to always be aware of what information we collect, how we use it and under what circumstances, if any, it is disclosed. Your continued use of the website, and/or continued provision of Personal Information to us will be subject to the terms of the latest Privacy Policy. Your continued use of the website subsequent to such changes will also indicate and imply your acceptance to such revisions.

## **1.2. Contact Us**

If you have any questions about this Privacy Policy or our treatment of the information you provide us, please write to us by email at [privacy@ptw-i.com](mailto:privacy@ptw-i.com) and/or write for the attention of Pole To Win's Grievance Officer at [stephanie.condie@ptw-i.com](mailto:stephanie.condie@ptw-i.com)

## 2. Collecting Information

### 2.1. When you visit our website

You are free to explore the website without providing any information about yourself. When you visit the website we collect navigational information and we may request that you provide personal information about yourself.

### 2.2. Navigational information

This refers to information about your computer and your visits to this website such as your referral source, length of visit and pages viewed.

### 2.3. Personal information

This refers to any information that you voluntarily submit to us and that identifies you personally, including but not limited to, contact information, such as your name, e-mail address, company name, address, phone number, your financial information and other information about yourself or your business. Personal Information can also include information about you that is available on the internet, such as from Facebook, LinkedIn, Twitter and Google, or publicly available information that we acquire from service providers.

### 2.4. Information about children

The website is not intended for or targeted at children, and we do not knowingly or intentionally collect information about children. If you believe that we have collected information about a child, please contact us at [privacy@ptw-i.com](mailto:privacy@ptw-i.com), so that we may delete the information.

## 3. Using Information

### 3.1. Compliance with our privacy policy

We use the information we collect only in compliance with this Privacy Policy.

### 3.2. We never sell personal information

We will never sell your personal information to any third party.

### 3.3. Use of personal information

In addition to the uses identified elsewhere in this Privacy Policy, we may use your Personal Information to send information to you which we think may be of interest to you by email, or other means. You may choose to opt out of receiving any such communications by contacting [privacy@ptw-i.com](mailto:privacy@ptw-i.com)

### **3.4. Use of navigational information**

We use navigational information to operate and improve the website and communications.

### **3.5. Security of your personal information**

We use a variety of security technologies and procedures to help protect your Personal Information from unauthorized access, use or disclosure. We secure the Personal Information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure.

### **3.6. External websites**

Our website provides links to other websites. We do not control, and are not responsible for, the content or practices of these other websites. Our provision of such links does not constitute our endorsement of these other websites, their content, their owners, or their practices. This Privacy Policy does not apply to these other websites, which are subject to any privacy and other policies they may have.

The Careers page of the Pole To Win Website is also hosted by an external party. By visiting the Careers page, you agree to any data or privacy policies which they have. We do not control the practices of their page.

### **3.7. Retention of personal information**

We retain personal information that you provide us as long as we consider it potentially useful, and then we securely delete the information. We will delete this information from the servers at an earlier date if you so request, as described in "Opting Out and Unsubscribing" below.

### **3.8. International transfer of information**

Personal information and navigational information are securely stored in the United States. To facilitate our global operations, we may access personal and navigational information from locations around the world. This Privacy Policy shall apply even if we access personal and navigational information from other countries.

### **3.9. Mergers and acquisitions**

If we (or our assets) are acquired by another company, whether by merger, acquisition, bankruptcy or otherwise, that company would receive all information gathered by Pole To Win International on the website.

### **3.10. Compelled disclosure**

We reserve the right to use or disclose your personal information if required by law or if we reasonably believe that use or disclosure is necessary to protect our rights or to comply with a law, court order, or legal process.

## **4. Navigational Information**

### **4.1. Cookies**

Pole To Win International uses cookies to keep track of the pages you visit within the website, in order to determine what portion of the Pole To Win International website is the most popular, or most used, and to provide you with a better experience.

A cookie is a small text file that is placed on your hard disk by a Web server. Cookies are not used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a Web server in the domain that issued the cookie to you.

You have the ability to refuse cookies by modifying your browser settings.

### **4.2 Google Analytics**

Pole To Win also uses web analytics services, which currently includes Google Analytics.

Google Analytics is a web analytics service provided by Google Inc. ("**Google**"). Google Analytics uses cookies and similar technologies to analyze how users use the Domains. The information generated about Domain usage is transmitted to Google in the U.S. This information is used to evaluate visitors' use of the Domain, compile statistical reports on Domain activity, and provide other services related to the Site and Internet use. Google may also collect information about Domain visitors' use of other websites. For more information about Google Analytics, or to opt out of Google Analytics, please go to: <https://tools.google.com/dlpage/gaoptout>.

### **4.3. Log files**

3<sup>rd</sup> party web analytics services may collect anonymous demographic information, such as your ZIP code, age, gender, preferences, interests and favorites using log files that are not

associated with your name or other personally identifying information. There may also be information about your computer hardware and software that is automatically collected which can include: your IP address, browser type, domain names, access times and referring website addresses. This information may be used by Pole To Win to provide general anonymous statistics regarding use of the Pole To Win Website. For these purposes, we do link this automatically-collected data to Personal Information such as name, email address, address, and phone number.

#### **4.4. Third party tracking technologies**

The use of cookies and web beacons by any tracking utility company is not covered by our privacy statement. We do not have access or control over these third party tracking technologies.

## **5. Corrections and unsubscribing**

### **5.1. Reviewing, correcting and removing your personal information**

If you provide us with your Personal Information, you have the following rights with respect to that information:

- To review the user information that you have supplied to us
- To request that we correct any errors, outdated information, or omissions in user information that you have supplied to us
- To request that your user information not be used to contact you for promotional or marketing purposes
- To request that your user information be removed from any solicitation list that we use
- To request that your user information be deleted from our records

To exercise any of these rights, please contact us at [privacy@ptw-i.com](mailto:privacy@ptw-i.com)

### **5.2. To unsubscribe from our communications**

You may unsubscribe from our communications by clicking on the "unsubscribe" link located on the bottom of our e-mails, or by sending an email to [privacy@ptw-i.com](mailto:privacy@ptw-i.com)

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## **Terms of Usage**

By using the Pole To Win website [www.ptw-i.com](http://www.ptw-i.com), owned and operated by Pole To Win International and its affiliates and group companies ("Pole To Win"), you consent to the terms of use outlined here. If you do not agree with these terms, you should not use the website. Pole To Win reserves the right to change this website and these terms and conditions at any time. Accessing, browsing or using the site indicates your agreement to all the terms and conditions in this Agreement. You acknowledge that you are solely responsible for information that you submit to this site whether that information be a resume, job advertisement, or other information. Please read this Agreement carefully before proceeding.

You must be a natural person who is at least 18 years of age. If you are less than 18 years of age, please read through these terms of use with your parent or legal guardian, and in such a case these terms of use shall be deemed to be a contract between the Pole To Win and your legal guardian or parent and to the extent permissible under applicable laws, enforceable against you.

Your use of the website will be governed by these terms of use as applicable to the website together with all policies, notices, guidelines, disclaimers that are published and shared with you from time to time which are incorporated herein by way of reference including but not limited to our Privacy Policy, and such other terms as may be applicable to Pole To Win in your capacity as a user of the website. This policy shall be enforceable against you in the same manner as any other written agreement.

Accessing, browsing or otherwise using the website indicates your acceptance to all the terms and conditions herein. If you do not agree to these terms of use, please do not use the website. You acknowledge and agree that by mere use of the website, you shall be contracting with Pole To Win and these terms of use constitute your binding obligations with Pole To Win. Please read these terms of use carefully before proceeding.

Pole To Win shall have the right at any time to change or discontinue any aspect or feature of the website, including but not limited to, content, hours of availability, and equipment needed for access or use, fees or charges. It is your responsibility to review these terms of use periodically for any updates / changes. Your continued use of the website subsequent to such changes will indicate and imply your acceptance to such revisions.

## **1. Use of Site and Materials**

This site and its contents, such as logos, images, text, icons, software, technology, or other material are the property of Pole To Win. They may not be copied, distributed, or displayed for public or commercial use. Furthermore, you may not copy, distribute, or adapt the HTML code or scripts used to generate the pages of this website. This code is protected by Pole To Win's copyrights.

## **2. Acceptable Use of this Site**

This site may not be used to distribute, store, transmit, or destroy any material in any manner:

- (a) that will infringe on any copyright, trademark, or trade secrets of others;
- (b) violate the privacy or personal rights of others;
- (c) that is in any way obscene, threatening, abusive, defamatory, or hateful;
- (d) that is in violation of any applicable law for the time being in force including but not limited to the sale, import, export, use etc. of illegal substances or gambling or other unlawful activities. Users are specifically prohibited from attempting to violate or violating the security of this website, including but not limited to, (i) sending unsolicited email, (ii) attempting to access user information not belonging to them, (iii) attempting to interfere with the normal operation of this site or service to any other user by overloading the site, mailbombing, crashing, or submitting a virus to the site, (iv) forging any information or TCP/IP header information, or any other method used to deny service, (v) Using any robot, spider or any other data mining technology or automatic or manual process to monitor, cache, extract data from, copy or distribute the materials or content on the website (except as a result of standard use of an internet browser or search engine);
- (e) Copying, modifying, publishing, transmitting, distributing, displaying, performing, participating in the transfer or sale of, create derivative works on, or in any way exploiting, any of the copyrighted material on the website, in whole or in part, without prior written consent of Pole To Win;
- (f) Subleasing, leasing, selling, assigning, transferring, distributing, renting, permitting concurrent use of, or granting other rights in any material provided on the website to any third party;
- (g) Downloading any materials or content unless you see a '*download*' or similar link displayed on the website by reference;
- (h) Accessing the website through means other than through the interface that is provided by the Company;

- (i) Engaging in any form of antisocial, disrupting, or destructive acts, including “flaming,” “spamming,” “flooding,” “trolling,” and “griefing” as those terms are commonly understood and used on the internet;
- (j) Violating any of the terms specified under the Terms of Use or any other website policies.

Pole To Win will investigate any occurrence which may involve any violation and seek cooperation with law enforcement officials in prosecuting users involved in such violations.

### **3. Commercial Use or Resale**

You agree not to make any unauthorized commercial use of this website or service. You may not resell this service or assign your rights or obligations under these Terms of Usage. You may not reverse engineer any part of this website or service.

### **4. Indemnity**

By using this site you agree to indemnify and hold harmless Pole To Win and service, their officers, directors, employees, and agents, from and against any claims, actions, or demands, including, without any limitation, reasonable legal fees and accounting fees resulting from any use of this site or service.

### **5. Links to Other Sites**

This site may contain links to other sites on the Internet that are owned and operated by third parties. These links are provided as a convenience to you as a user. A link to another website is not an endorsement of that site and the providers of this site are not responsible for the content, accuracy, or representations made by any third-party website. Any third-party links you access are accessed at your own risk. You acknowledge that Pole To Win is not responsible for the operation of or content located on or through any such site.

Pole To Win does not warrant or make any representations regarding the correctness or accuracy of the content on such websites. If you decide to access such linked websites, you do so at your own risk. Pole To Win does not in any way endorse the linked websites.

Similarly, this website can be made accessible through a link created by other websites. Access to this website through such links shall not mean or be deemed to mean that the objectives, aims, purposes, ideas, concepts of such other websites or their aim or purpose in establishing such links to this website are necessarily the same or similar to the idea, concept,

aim or purpose of this website or that such links have been authorized by Pole To Win. Pole To Win is not responsible for any representations of such other websites while affording such link and no liability can arise upon Pole To Win consequent to such representation, its correctness or accuracy. In the event that any links afforded by any other websites derogatory in nature to the objectives, aims, purposes, ideas and concepts of this website, is utilized to visit this website and such event is brought to the notice or is within the knowledge of Pole To Win, civil or criminal remedies as may be appropriate shall be invoked.

## **6. Content**

Pole To Win provides free-to-access content in the form of, including but not limited to, blogs, articles and press releases. Pole To Win may also provide content for download, in exchange for basic personal information such as email address, name and profession, which will include but is not limited to case studies, white papers and infographics. Unless otherwise stated or implied, these works are the personal opinions of the authors and may not necessarily or accurately reflect the commercial or operational position taken by Pole To Win on a particular topic.

## **7. Privacy Policy**

Please review our Privacy Policy, which also governs your visit to this Site.

## **8. Liability**

This website and service are provided on an “as is” basis without warranty of any kind. Pole To Win as the providers of the website disclaim any and all warranties, either expressed or implied, to the fullest extent allowed by law. Pole To Win make no warranty that the site will operate in an error-free manner or that its servers are free from computer viruses or other harmful data. In no event shall the providers be liable for any damages whatsoever, including, without limitation, lost data, business interruption, or lost revenue or profits, resulting from the use of or inability to use this site. You hereby expressly release Pole To Win and/or any of its officers and representatives from any cost, direct, indirect, incidental, special, punitive or consequential damages, liability or other consequence of any of the actions/inactions of the other users and specifically waive any claims or demands that you may have in this behalf under any statute, contract or otherwise. Pole To Win will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and Pole To Win when you commenced using the website.

## **9. Remedies**

Pole To Win is entitled to specific performance, injunctive relief, reasonable expenses of any form of dispute resolution, including, without limitation, attorneys' fees for any breach of this Agreement.

## **10. Disputes**

Any dispute relating in any way to your visit to the Site or to the products you purchase through the Site will be submitted to confidential arbitration in Santa Clara, CA unless the parties agree upon confidential mediation. Pole To Win has the right to seek injunctive or other appropriate relief if you violate or threaten to violate our intellectual property rights in any proper court.

## **11. Severability**

If any these provisions will be deemed invalid, void, or for any reason unenforceable, that condition will not affect the validity and enforceability of any remaining provision.

## **12. Our Address**

Please send any questions, comments or suggestions, including all inquiries related to copyright infringement, regarding this Site to: Pole To Win Marketing, 4677 Old Ironsides Drive #210, Santa Clara, 95054, United States.

## **13. No Waiver**

The rights and remedies available under these terms of use may be exercised as often as necessary and are cumulative and not exclusive of rights or remedies provided by law. It may be waived only in writing. Delay in exercising or non-exercise of any such right or remedy does not constitute a waiver of that right or remedy, or any other right or remedy.

## **14. Assignment**

You cannot assign or otherwise transfer the terms of use, or any right granted hereunder to any third party. These terms of use comprise the full and complete agreement between you and Pole To Win with respect to your use of the website and supersedes and cancels all prior communications, understandings and agreements between you and Pole To Win, whether written or oral, expressed or implied with respect thereto.