

## WELLNESS FACTORS INC. PRIVACY POLICY

This version in effect since **June 24, 2008**

Protecting your privacy is important to Wellness Factors Inc. (the “**Company**”). This Policy explains how the Company collects, uses and discloses the personal information you may provide to the Company while using the Company website and the services provided through the website (collectively the “**Website**”).

### **Your Consent**

1. By using the Website or by submitting information to the Company through or in connection with the Website or the Health Portal, you signify your consent to the collection, use and disclosure of your personal information in accordance with this Policy, which is available at [www.exanwellness.com/privacy\\_policy](http://www.exanwellness.com/privacy_policy). You accept the terms of this Privacy Policy through your use of the Website and the Portal.

### **Information Automatically Collected Through The Website**

2. *Non-Personal Information* – The Website automatically collects certain non-personal information regarding Website users, such as the date and time you access the Website, the Internet address of the website from which you linked to the Website, the operating system you are using, and the Website pages read and images viewed. This non-personal information is used for the Website and system administration purposes and to improve the Website. Non-personal information may be disclosed to other persons and permanently retained for future use.

3. *Cookies* – The Website uses “cookies”, a technology that installs a small amount of information on a Website user’s computer to permit the Website to recognize future visits using that computer. Cookies enhance the convenience and use of the Website. For example, the information provided through cookies is used to recognize you as a previous user of the Website (so you do not have to enter information every time), offer personalized web page content and information for your use, and otherwise facilitate your Website experience. You may choose to decline cookies if your browser permits, but doing so may affect your ability to access or use certain features of the Website

### **Personal Information You Specifically Provide**

4. *Your Personal Information* – During your use of the Website, you may be asked to provide personal information such as your first name, last name and email address which is used for your login credentials. Also, at your discretion you can enter personal health information into your online “health tracker”. If you choose not to provide certain requested personal information, you will not be able to use certain services provided by the Company or access or use certain features of the Website. Personal Information does not include business contact information described in section 11.

5. *Use of Your Personal Information* – The Company uses your personal information for the following purposes and as otherwise permitted by applicable law: (a) to contact and correspond with you regarding the services requested by you for (i.e. your first name, last name, email address is kept in the Company database as part of your login credentials and allows the Company to email you in the event you want to change or forget your password); and (b) to administer your account. Your personal health information will only be accessible by you and will not be accessible by anyone else, including your employer. The Company may also develop a confidential profile for you, which will be used to provide services to you and facilitate your use of the Website, and may keep a record of all communications with you.

6. *Emails from the Company* – From time to time, the Company may send to you email or other communications containing information about the Company, the Website and other matters the Company believes will interest you. For example, in the event you sign up for any programs that involve a health professional an email is sent to you to confirm your attendance at that program. Also, each email the Company sends to you will tell you how to decline further unsolicited communications. From time to time, including as described in the other Agreements, the Company may also send to you email containing important information regarding the Website, which you may not opt out of receiving.

7. *Disclosure of Your Personal Information* – The Company may disclose your personal information in the following circumstances and as otherwise permitted by applicable law:

- (a) *Disclosure to Authorizing Persons* – If you use the Website on behalf of another person or organization (such as your employer), the Company may provide statistical information or aggregate information on usership of the website (ie. number of hits, unique visitors, page counts etc..) Your personal health information will not be shared with any person or organization (such as your employer). If you are unwilling to share your personal information in order to log on to or to enter our portal you may not use our service.
- (b) *Disclosure to Affiliates, Agents and Suppliers* – The Company may provide your personal information to its affiliates, agents, suppliers and service providers in order to provide services to you, as described in the other Agreements. The Company requires its affiliates, agents, suppliers and service providers to agree to use your personal information only for the purposes for which it is provided to them, and to protect the privacy of your personal information in a manner that is consistent with this Policy. Such agents and suppliers include web developers, network administrators, graphic and media developers – essentially, the technical people that maintain and host the website. The organization (such as your employer) will not have access to your personal health records. If at any time you do not wish your personal information to be disclosed to certain or any other persons, please send your request to the Company’s Privacy Officer at one of the addresses noted below; however, this may affect your ability to use the Website or receive services from the Company.
- (c) *Disclosure in Business Transfers* – The Company may be involved in the sale or transfer of some or all of its businesses. As part of that sale or transfer, the Company may disclose your personal information to the acquiring organization, but will require the acquiring organization to agree to protect the privacy of your personal information in a manner that is consistent with this Policy. If at any time you do not wish the Company to disclose your personal information as part of the sale or transfer of some or all of its business, please send your request to the Company’s Privacy Officer at one of the addresses noted below.
- (d) *Law Enforcement and Legal Disclosure* – The Company may disclose your personal information to a government institution that has asserted its lawful authority to obtain the information or where the Company has reasonable grounds to believe the information could be useful in the investigation of unlawful activity, or to comply with a subpoena or warrant or an order made by a court, person or body with jurisdiction to compel the production of information, or to comply with court rules regarding the production of records and information, or to its legal counsel. The Company has no control over, or liability for, those persons’ use and disclosure of your personal information, and that use and disclosure is not subject to this Policy.

8. *Retaining your Information* – As long as you are a client of the Company, we will retain your information. Once you have ceased to be a client of the Company, we will retain your personal information for a period of approximately 6 months and, in the event that your Employer may be a client of the Company, within 6 months of your termination date.

9. *Ensuring Accuracy of Your Information* – The Company will make reasonable efforts to ensure your personal information is accurate and complete. Subject to certain exceptions and limitations prescribed by applicable law, you may request corrections to your personal information in order to ensure its accuracy and

completeness. Requests for corrections to your personal information should be sent to the Company's Privacy Officer at one of the addresses noted below. If the personal information is demonstrated to be inaccurate or incomplete, we will correct the information as required. Or, in most cases all personal information is accessible by you and can be corrected by you. In addition, you can help the Company maintain the accuracy of your information by notifying The Company of any changes to your personal information

10. *Depersonalized Information* – The Company may use personal information to create non-personal information regarding the use of the Website and related services. The Company may then disclose that non-personal information to other persons and permanently retain that non-personal information for future use.

11. *Business Contact Information* – To the extent permitted by law, the provisions of this Policy concerning "personal information" do not apply to information (such as your personal name, position or title, business address, business telephone number, business fax number and business email address) which enable you to be contacted at a place of business.

12. *Location of Information* – The Company will store your personal information in Canada.

13. *Securing Your Information* – The Company employs reasonable security safeguards appropriate to the sensitivity of the personal information in its possession or under its control in order to protect that information from unauthorized access, collection, use, disclosure, copying, modification or disposal or similar risks. Only those persons who need to have access to your personal information in order to carry out their duties with respect to the uses set out above will have access to your personal information. Nevertheless, security risks cannot be eliminated and the Company cannot guarantee that your personal information will not be used or disclosed in ways not otherwise described in this Policy.

#### **Other Matters**

14. *Other Websites* – The Website may contain links to other websites or Internet resources. When you click on one of those links you are contacting another website. The Company has no responsibility or liability for or control over those other websites or their collection, use and disclosure of your personal information.

15. *Policy Changes* – To accommodate changes in the Website, changing technology, and legal developments, this Policy may be changed from time to time in the Company's discretion and without any prior notice or liability to you or any other person. The Company's collection, use and disclosure of your personal information will be governed by the version of this Policy in effect at that time. New versions of the Policy will be posted on the Website and are available upon request from the Website at [www.exanwellness.com/privacy\\_policy](http://www.exanwellness.com/privacy_policy). Your continued dealings with the Company or your use of the Website subsequent to any changes to this Policy will signify your consent to the collection, use and disclosure of your personal information in accordance with the changed Policy. Accordingly, when you use the Website you should check the date of this Policy and review any changes since the last version. You should also bookmark this page and periodically review this Policy to ensure that you are familiar with the most current version.

16. *Former Users* – If you stop using the Website or your permission to use the Website is terminated, the Company may continue to use and disclose your personal information in accordance with this Policy as amended from time to time. However, if you want the Company to stop sending you unsolicited email and other information, please send your request to the Company's Privacy Officer at one of the addresses noted below.

17. *Contacting The Company's Privacy Officer* – The Company's Privacy Officer may be contacted by email at [clientcare@gethealthonline.com](mailto:clientcare@gethealthonline.com).

The parties have expressly requested and required that this Policy and all other related documents be drawn up in the English language. *Les parties conviennent et exigent expressément que ce Politique et tous les documents qui s'y rapportent soient rédigés en anglais.*