

Piggyback Privacy Policy

1. What our privacy policy covers

Piggybacknz Limited, a company registered in New Zealand under company number 7469776 **we, us, our** or **Piggyback**), is committed to protecting and respecting your privacy. Where we collect Personal Information we take every reasonable step to limit the collection and retention to what is adequate, relevant and necessary for the purposes set out in this privacy policy.

This privacy policy tells you what information we collect, why we collect your information, the steps we take to protect it, the circumstances in which we may share your information, and how you can contact us if you have any questions or concerns.

This privacy policy is effective as at 20th of March 2020. When you use our services via our Platform you agree to the terms of our privacy policy and our Terms of Service, a copy of which can be found in the footer of www.piggyback.co.nz.

Please note that this privacy policy does not apply in respect of information that you choose to provide directly to a Trainer.

1. Definitions

- 1.1. The following words and phrases have specific meanings wherever you see them used in these Terms:

Account means a Client's account or Trainer's account on the Platform.

Application means a Piggyback application for a mobile phone, tablet or other mobile or peripheral device.

Booking means a booking for a Consultation.

Client means a person who is looking for a Program.

Content means computer code, text, graphics, images, music, software, audio, video, information or other digital materials.

Consultation means an organised conversation between the Trainer and Client to discuss details regarding a Program that is free of charge for the Client to Book.

Fitness Goal the main goal a Client wants to achieve e.g. gaining strength or losing weight.

Personal Information means any information that can identify you either directly or indirectly (i.e. by reference to other information we have access to).

Platform means the systems (including the Site, Application and other systems) we provide to connect Clients and Trainer's and to enable the provision of our Services in accordance with these Terms.

Program means a workout regime to assist Clients with their individual goals and situation.

Site means our website at www.piggyback.co.nz.

Services means the provision of the Platform to connect Client with Trainers offering Programs, and associated services provided from time to time.

Trainer means a personal trainer who has an Account on the Platform.

2. Information we collect about you

(a) Personal Information you provide to us:

- Where you create an Account as a Client we collect your full name, contact number and email address (**Client Information**).
- When you Book a Consultation we collect relevant information about your Fitness Goal, previous injuries, current exercise frequency, perceived level of ability (**Health Information**).
- During your Consultation the Trainer may collect further Health Information and other information.
- Where you create an Account as a Trainer we collect your full name, email address, biography, specialties, qualifications, profile picture, physical address, available schedule for Consultations, Program pricing, your bank account details, details of gyms that you are permitted to train Client's at (**Trainer Information**).
- Each time you log-in to your Account to use our Services we collect your email address and password (**Log-in Information**).
- When you contact us via the Site or otherwise we collect Personal Information that you provide to us. This may include your name, telephone number and other information which you may provide to us (**Customer Care Information**).

(b) Information we may automatically collect:

Each time you visit our Platform we automatically collect information on our server logs from your browser, including your IP address, browser type, browser language, information about your device type, operating systems and type of operating system (e.g. iOS or Android) cookies, and the pages you request.

(c) Information about minors:

The Platform is not directed to individuals under the age of 18 years. We do not knowingly collect Personal Information from individuals under the age of 18. Please contact us if you believe that we have unintentionally collected information from an individual under the age 18. If you are under 18 and want to use the site you will have to obtain consent from your parent or guardian.

3. How we use your Personal Information

(a) Client Information, Trainer Information and Log-in Information:

- To identify users (including their association with an organisation) and send notifications related to the use of our Services.
- To verify and grant you access to your Account.
- To provide you with the Services.
- To provide you with information about products or services that may be of interest to you. We only send these notifications with your permission and you can opt out at any time.
- To notify you about our policies and terms or changes to the Services.

(b) Customer Care Information: To respond to your questions or concerns and other customer care related activities.

- (c) Health Information: We require your Health Information to ensure that your Trainer can create an appropriate and Safe Program for you.
- (d) Location information (geo-location and IP address): To estimate the total number of users visiting the Platform from specific geographical regions to enable use to us improve our Services. Most devices all you to control or disable the use of location services. You can control your location preferences in your privacy settings but if you disable location settings your use of the Platform will be degraded.
- (e) Technical information (which may include IP address, browser type, browser language, information about your device type, operating systems and type of operating system (e.g. iOS or Android) cookies, and the pages you request):
 - To facilitate the provision of the Services.
 - To enable us to diagnose and prevent service or technology problems reported by our users or engineers that are associated with the IP addresses controlled by a specific web company or ISP.
 - To help us determine which users have access privileges to certain content, services or resources that we offer.
 - To monitor and prevent fraud and abuse.

4. **Google Analytics**

Our Platform uses Google Analytics, a web analytics service provided by Google, Inc. (**Google**). Google Analytics uses "cookies", which are text files placed on your computer, to help us analyse how users use the Platform. The information generated by the cookie about your use of the Platform (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the Platform, compile reports on Platform activity for us and providing other services relating to Platform activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of the Platform and your use of our Services will be impaired. By accessing the Platform and using our Services, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

5. **Cookies**

A cookie is a small amount of data, which often includes an anonymous unique identifier that is sent to your browser from a web site's computer and stored on your computer's hard drive.

If you reject all cookies, you will not be able to use the Services properly, you may not be able to "sign in" and you may not be able to take full advantage of all other offerings.

You can configure your browser to accept all cookies, reject all cookies or notify you when a cookie is set.

We use cookies for a number of purposes, including to:

- Require you to re-enter your password after a certain period of time has elapsed to protect you against others accidentally accessing your account contents.
- Keep track of preferences you specify while you are visiting our Platform.

- Estimate and report our total audience size and Platform traffic.
- Conduct research to improve the content and services provided on our Platform.
- We also use cookies to improve the performance of our advertising on other websites.

6. How we may share your Personal Information

We do not sell, rent or trade your Personal Information with third parties for their promotional purposes. We may share your Personal Information with third parties in the following circumstances:

- **When a Booking is made.** When you make a Booking using the Platform we will share the following information about you with your Trainer so that they can provide you with the Consultation and Program: Client Information and Health Information.

If you are a Trainer, we will share information about you with the Client you are Booked with including your name and email address.

- **Third-party service providers.** To business that support our Services, including any person that hosts or maintains any underlying IT system or data centre that we use to provide Platform. A business that supports our Services may be located outside New Zealand. This may mean your Personal Information is held and processed outside New Zealand.
- **Legal purposes.** Where it is legally required by a third party of law enforcement authority in any jurisdiction (in which case we will generally require a production order or similar court order unless necessary to prevent or lessen a serious threat to public health or public safety or the life or health of someone else).
- **To enforce our rights and prevent fraud.** To protect and defend our rights, property or safety or that of third-parties, to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person.
- **Business sale.** As we continue to develop our business, we may also buy or sell all or part of our business. In such transactions, personally identifiable information you have shared with us is generally one of the business assets that will be transferred. The transferred personally identifiable information will remain subject to the promises made in our privacy policy or subsequent policies to which you have consented.

7. Communications with you

You may opt out of emails you receive from us by emailing at hello@piggyback.co.nz.

8. Links to other sites

Our Platform may include links to other sites and resources to make it easier for you. However, it does not mean that we think that you should visit the other sites or use their services or resources. If you decide to provide Personal Information to any of those sites or providers, your information is governed by their privacy policies. We encourage you to carefully read the privacy policy of any website you visit.

9. How long do we keep your Personal Information for?

We retain your Personal Information for as long as you have an Account or for so long as it is needed to be able to provide our Services.

If your account is terminated we will delete your Personal Information unless it is necessary or required to meet legal or regulatory requirements, resolve disputes, or to prevent fraud or abuse.

10. Security

The security of your Personal Information is important to us. We use physical, electronic, and procedural safeguards to protect your Personal Information.

No data transmissions over the Internet can be guaranteed to be 100% secure. Consequently, we cannot ensure or warrant the security of any information you transmit to us and you do so at your own risk. Once we receive your transmission, we make efforts to ensure security on our systems.

You are also responsible for helping to protect the security of your Personal Information. For instance, never give out your password, and safeguard your user name and password when you are using the Services. You are responsible for maintaining the security of any device on which you access the Services.

11. Accessing and correcting your Personal Information

If you have an Account, you may update your Personal Information by logging on to the Platform.

Subject to certain grounds for refusal set out in the Privacy Act 1993, you have the right to request confirmation from us that we hold Personal Information about you, and a copy of such Personal Information.

You are also entitled to request the correction of the information we hold about you.

If you would like to exercise either of these rights, please contact us at hello@piggyback.co.nz. Your email should provide evidence of who you are and the details of your request (e.g. the Personal Information, or the correction, that you are requesting).

12. Changes to our privacy policy

We may revise, modify or update this policy. We will notify you about significant changes in the way we treat Personal Information by sending a notice to the primary email address specified in your Account or by placing a prominent notice on our Site prior to the change becoming effective.

13. NZ Law

Our privacy policy is governed by the laws of New Zealand and you submit to the jurisdiction of the New Zealand courts.

14. Contacting us

If you have any queries about our privacy policy please contact us at hello@piggyback.co.nz.