PRIVACY POLICY - CANADA

1. General

Individual Users

The Axon Sports Privacy Policy (the “Policy”) governs your use of Axon Sports’ web site located at www.axonsports.ca (the “Axon Site”), which is operated by Axon Sports, LLC. (“Axon Sports”) and/or any of Axon Sports’ affiliates, and your use of the Computerized Cognitive Assessment Tool (“CCAT”) on the Axon Site. This Privacy Policy applies to any and all individuals who access and/or use the Axon Site on their own behalf or the individuals to whom they provide access to personal information (the “Individual Users”). To the extent that such individuals are representatives of an organization, such individuals are referred to as “Institutional Users” and are bound by the terms applicable to Institutional Users as outlined below. In the case of teens between the ages of 13 and 18 (hereinafter “Teen” or “Teens”) and children under 13 years of age (hereinafter “Child” or “Children”), these Individual Users are required to obtain the consent of their parent or guardian (hereinafter “Parent” or “Parents”) in order to use the Axon Site.

Institutional Users

This Privacy Policy also applies to medical professionals and representatives of organizations who access and/or use the Axon Site with the authorization of an Individual User or purchase CCAT credits or Vouchers for distribution to Individual Users, such as schools, sporting organizations or medical providers (these type of users are collectively referred to as “Institutional Users”). Any such Institutional Users are required to strictly observe and abide by this Privacy Policy as part of the Terms and Conditions of their access and/or use of the Axon Site and the CCAT. Individual Users and Institutional Users are referred to collectively in this Privacy Policy as “Users”.

2. Registration and Collection of Personal Information from Users

Although many aspects of the Axon Site are available to Users without having to register or use the CCAT, access to some of the content and functionality of the Axon Site, including the ability to use and review the results of the CCAT, requires that Users register and provide certain information to Axon Sports. Individual Users are required to provide personally identifying information (namely name, email address, mailing address and phone number) when registering on the Axon Site to create a User account profile, when registering to use the CCAT, when Parents purchase credits for distribution to their Teen or Child or when registering to gain access to other content or functionality on the Axon Site. If purchasing credits for distribution to a Teen or Child, Parents will be required to submit payment information, as well as information which could be used to personally identify their Teen or Child. Individual Users who are Teens and Children are required to provide their Parent’s name(s) and contact information (mailing address, phone number and email address).

If an Individual User uses the CCAT, he/she will also be required to provide Axon Sports with other Personal Information including, but not limited to, responses to CCAT questions, sport and position, dominant hand, gender, age, birth year and athletic performance characteristics. Once an Individual User has completed a Baseline or After Injury CCAT, the related test results will be stored within the Axon Sports database and associated with that Individual User.

In the case of representatives of Institutional Users, purchasing credits for distribution to Individual Users, payment information must be provided, as well as information about affiliation (e.g. name of school or sports club, name of medical provider or research institution, including contact information (name, mailing address, phone number and email address)).

In this Privacy Policy, all personally identifying information is referred to collectively as “Personal Information”.

In order for the CCAT and other aspects of the Axon Site to be useful for the Users, it is essential that accurate and complete Personal Information be provided. Axon Sports will retain such Personal Information in its database for up to fifteen (15) years, unless an Individual User or their Parent, as applicable, requests that Axon Sports delete such information.

Axon Sports only collects Personal Information which is necessary to provide Users with access to the services it has requested, including the Axon Site and the CCAT.

Axon Sports has developed security safeguards to try to protect Personal Information against loss or theft, as well as unauthorized access, disclosure, copying, use or modification. The methods of protection include:

1. •physical measures (e.g., locked filing cabinets and restricted access to offices);
2. •organizational measures (e.g., security clearances and limiting access on a “need to know” basis); and
3. •technological measures (e.g., the use of passwords and encryption)

All payment information is encrypted and processed by accredited third party providers, and will not be retained upon successful completion of the transaction, unless the User specifically elects to retain such payment information.

3. Use by Axon Sports of Information Collected From Users

Axon Sports utilizes Personal Information to create an account profile for each User in order to provide Users with the content and services that they have requested, to provide Users with the results derived from the CCAT, to respond to questions about the Axon
4. Sharing of Information Collected From Individual Users with Institutional Users

Some Institutional Users purchase and distribute CCAT Test Credits or Vouchers that employ an Easy Link account feature that automatically allows such Institutional Users to view and access Individual Users’ CCAT results. If Individual Users receive a CCAT Test Credit or Voucher with this Easy Link feature from an Institutional User such as a school, sports club, medical provider or researcher, or an Individual User elects to share their CCAT results with an Institutional User, Personal Information collected from Individual Users will be shared with that Institutional User, including CCAT results. This information is used by Institutional Users as part of a concussion management program, as it allows athletic trainers, medical providers and coaches to ensure that each Individual User has achieved an acceptable Baseline and to allow those Institutional Users to access stored Baseline tests in the event of an injury. As a condition of use or purchase of the CCAT Test Credits or Vouchers, all Institutional Users commit to abide by the Terms of Use for the Axon Site, including this Privacy Policy.

If an Individual User accepts a CCAT Test Credit or Voucher from an Institutional User, that Test Credit or Voucher will clearly identify that Institutional User and whether the Test Credit or Voucher is an Easy Link Voucher. If an Individual User elects to use that Test Credit or Voucher to register for the CCAT, they will be asked to confirm their agreement to share their Personal Information with the Institutional User who provided the CCAT Test Credit or Voucher. The Personal Information shared will be the Individual User’s name, CCAT results, gender, dominant hand and birth year. If Individual Users do not wish to share their Personal Information or that of their Teen or Child with that Institutional User, they should not accept the CCAT Test Credit or Voucher from that Institutional User, and should register directly with Axon Sports and purchase a CCAT Test Credit or Voucher for themselves or their Teen or Child.

5. Sharing of Information Collected From Site Users with Third Parties

If Axon Sports has been authorized to do so by a User, Axon Sports may share the User’s name and contact information with other marketing and/or service providers (“Axon Sports Partners”). A User can elect to change or withdraw their consent to sharing such information at any time by changing their preferences within their account profile.

Special Notice for Parents

If a Parent consents to the registration of their Teen or Child for the CCAT using an Easy Link Test Credit or Voucher provided by an Institutional User, they are providing their consent to the sharing of their Teen or Child’s Personal Information with the Institutional User identified by that Voucher. Institutional Users who receive a Teen’s or Child’s Personal Information through the distribution of Easy Link Vouchers may only use the Personal Information for purposes of ascertaining whether the Teen or Child has achieved an acceptable Baseline test result and to access the Teen’s or Child’s Baseline or After Injury test results in the event that a Teen or Child sustains a suspected traumatic brain injury. Parents do not need to consent to the sharing of their Teen’s or Child’s Personal Information in order to register for and use the Axon Site or the CCAT. However, if a Parent does not wish to share a Teen’s or Child’s Personal Information with an Institutional User who has provided an Easy Link Test Credit or Voucher to that Teen or Child, they should not accept an Easy Link test credit or Voucher provided by an Institutional User and should register their Teen or Child directly with Axon Sports.

6. Use of Aggregated Data by Third Parties.

Aggregated Data may be shared with third parties in order to derive information on user patterns such as the time users spend on a certain portion of the Axon Site, the average age of individuals taking the CCAT, etc. Axon Sports might also provide certain third parties, such as sports equipment manufacturers or research institutions with Aggregated Data (for example, information such as the percentage of individuals suffering neurocognitive injury who play certain sports such as football, and the age/gender of such individuals). Axon Sports may receive compensation from such third parties for their use of such information. Axon Sports requires parties who receive Aggregated Data to agree that they will not attempt to make this information personally identifiable, such as by combining it with other databases.

7. Use of the Axon Site by Teens and Children

The content on the Axon Site and the CCAT may be used by Teens and Children only with the express consent and under the supervision of a Parent (or, in the case where an Institutional User such as a school, sports club or medical provider is supervising use of the Axon Site or the CCAT and/or distributing CCAT Test Credits or Vouchers to a Teen or Child, with the consent and supervision of such Institutional User acting as the proxy for the Parent within the context of a legally binding, written consent form signed by the Parent which is broad enough to cover such consent and supervision). Axon Sports does allow a Teen or Child’s Parent or an Institutional User with authority to act on behalf of the Parent to either directly establish a user profile for that Teen or Child or to provide Axon Sports with verifiable consent to the Teen’s or Child’s registration for the Axon Site or the CCAT.

Parents or Institutional Users who have been authorized by Parents to register a Teen or Child can provide verifiable consent by using any one of the following methods:

1. Providing a valid credit card as part of the registration and purchase of a CCAT.
2. Calling the following toll free number: 1.877.399.2966
3. Printing and mailing this Parental Consent Form to the following address: Axon Sports, LLC 2100 Stewart Ave Ste 201 Wausau WI 54401

4. By providing a valid electronic signature in response to an email from Axon Sports seeking consent to the registration of a Teen or Child.

5. If the Parent or school official is present when a Teen or Child is registering, they may consent via digital signature at the time of registration.

6. Parents who create a Parent Account and then purchase and distribute Test Credits or Vouchers directly to their Teen or Child consent to the collection of Personal Information for such Teen or Child at the time of purchase.

For all users under the age of 18 the Parent or an authorized Institutional User is solely responsible for providing supervision of the Teen or Child's use of the Axon Site and/or the CCAT and a Parent who registers a Teen or Child shall assume full responsibility for ensuring that the registration information is kept secure and that the information submitted is accurate and complete. The Parent also assumes full responsibility for the interpretation and use of any information or suggestions provided through the Axon Site and/or the CCAT related to that Teen or Child, as applicable.

If a Parent grants permission to an Institutional User such as a school, sports club or medical provider to register a Teen or Child, for use of the Axon Site or CCAT, they acknowledge that such Institutional User is responsible for ensuring that the Personal Information is kept secure and that the Personal Information submitted is accurate and complete. In granting permission to the Institutional User to register a Teen or Child, the Parent acknowledges that Axon Sports cannot be held responsible for any failure on the part of such Institutional User to abide by the Axon Site Terms of Use or Privacy Policy to which that Institutional User has agreed as part of the registration or testing process, or for any failure on the part of such Institutional User to adequately safeguard the data collected as part of registration or testing.

At any time, an Individual User and the Parents of a Teen or Child may (i) request access to their, or their Teen's or Child's Personal Information that Axon Sports holds on that User, Teen or Child, as applicable; (ii) request correction of any inaccuracies in the User's or Teen's or Child's Personal Information, as applicable; and (iii) request in writing that such Personal Information be permanently deleted from Axon Sport’s database. Such requests should be directed to:

Axon Sports, LLC
2100 Stewart Ave Ste 201
Wausau WI 54401
Tel: 866.399.2966
Fax: 715.848.1053
Email: customerservice@axonsports.ca

If a User makes this request, Axon Sport will no longer be able to provide certain content and services on the Axon Site.

8. Axon Sports' Disclosure of Personal Information

Except as set forth in this Policy or as specifically agreed to by an Individual User, Axon Sports will not disclose any Personally Identifiable Information or Other Personal Information gathered from Individual Users on the Axon Sports Site or the CCAT. Individual Users agree that Axon Sports may release Personally Identifiable Information of Other Personal Information: (1) to comply with valid legal requirements such as a law, regulation, search warrant, subpoena or court order; or (2) in response to a physical threat to an Individual User or others, to protect property or defend or assert legal rights. In the event that Axon Sports is legally compelled to disclose Personally Identifiable Information to a third party, Axon Sports will attempt to notify an Individual User unless doing so would violate the law or court order. In addition, we may disclose Personally Identifiable Information as described below.

Axon Sports' programming and service providers may have, or be granted from time-to-time, limited access to Personally Identifiable Information in the course of providing services to Axon Sports in support of the Axon Sports Site and/or CCAT. Such third party providers may include vendors and suppliers that provide Axon Sports with technology, services, and/or content for the operation and maintenance of the Axon Sports Site and/or CCAT. These contractors also may have access to email address to send newsletters or special promotions on our behalf or to send emails for purposes such as conducting market research for Axon Sports. Access to Personally Identifiable Information by these contractors is limited to the information reasonably necessary for the contractor to perform its limited function on behalf of Axon Sports. Axon Sports requires all third party service providers to execute binding agreements in which the third party agrees to: (1) protect the privacy of Personally Identifiable Information consistent with this Policy, and (2) not use or disclose Personally Identifiable Information for any purpose other than providing Axon Sports with products and services as required by law.

9. Axon Sports' Ability to Change the Privacy Policy

Axon Sports reserves the right, in its sole and absolute discretion, to amend this Policy from time-to-time. In the event such an amendment constitutes a “material” change (as defined below) in the collection and/or aggregation of Personal Information, Axon Sports will notify Axon Site users in advance of such proposed change and will provide Axon Site users with an ability to “opt-out” of their registration on the Axon Site. For purposes of this Policy, “material” means a change which expands Axon Sports’ ability to collect, use or disclose Personal Information. If, following notice from Axon Sports regarding an adoption of a material change, Axon Site users continue to use the Axon Site, such continued use will constitute acceptance of such material change(s). If Axon Site users decide that any of the material changes are not acceptable, they should immediately stop using the Axon Site.
10. Complaints
If a User has questions or concerns about this Privacy Policy or about the Personal information that has been collected by Axon Sports, please contact Axon Sports’ Privacy Compliance Officer using the contact information set forth in Section 6.