

# iPlayAt – Privacy Policy

Effective 01<sup>st</sup> October, 2019

## APARAA CORPORATION PRIVACY POLICY

Last Updated: October 01st, 2019.

This Privacy Policy (“**Policy**”) describes the way Aparaa Corporation, its affiliates and its subsidiaries (collectively, “**Aparaa**”, “**we**”, “**us**” or “**our(s)**”) uses, stores and discloses information (“**Data**”) that can identify you as an individual (“**Personal Data**”).

We may use, store and disclose Data that cannot be used to identify you as an individual (“**Non-Personal Data**”). For example, we may conduct research on our customer demographics, interests, and behaviors that may use Personal Data. This research may be compiled and analyzed on an aggregate basis in a manner that does not identify you personally. We consider and treat this data as Non-Personal Data. The limitations and requirements in this Policy do not apply to Non-Personal Data, or to any Data (whether Personal Data or Non-Personal Data) used, stored, or disclosed by Aparaa about its employees or contractors acting in the course and scope of such employment or performance of contracted services and activities.

To the extent Aparaa provides you different or additional policies that include terms describing the use, storage and disclosure of Personal Data, those terms will supplement and/or govern. Some of those policies are referenced in Section 10.5 (Other Privacy-Related Policies) below.

By interacting with Aparaa (including through your use of our website [aparaa.com](http://aparaa.com), [iplayat.com](http://iplayat.com)), providing Aparaa with Personal Data, using any of our mobile applications, services or premises, including, without limitation, using our health and fitness facilities, our cooperative working spaces, our multi-use living facilities, health and wellness services, athletic events or other services operated outside our facilities, or using our web, mobile or other digital properties (such interaction, provision of Personal Data, or use, “**Using Our Services**”, “**Use Our Services**”, or “**Use of Our Services**”), you expressly and directly consent and agree to the practices outlined below.

In particular, this Policy is incorporated into Aparaa’s Terms of Use as described in Section 10.2 (Terms of Use) below. Please read and review the Terms of Use. **The Terms of Use includes an arbitration provision, which restricts your opportunity to have claims relating to the Terms of Use heard in court or resolved by a jury and to participate in a class action in court or arbitration.**

### 1. Personal Data We Collect

#### 1.1 Personal Data We Collect From You

##### 1.1.1 Personal Data You Provide to Aparaa

You may provide Aparaa with Personal Data when Using Our Services. This Personal Data includes, without limitation: contact information (such as your first and last name, email address, postal address, and phone number(s)); a username and password; age or date of birth; gender; social media account

information; payment and billing information; geo-location information; emergency contact information; biometric data (including, without limitation, physiological characteristics (such as fingerprints or face recognition) or behavioral characteristics); health and wellness information (including, without limitation, health conditions, labs and lab results, metabolic conditions, and information shared with your personal trainer or dietician); fitness and exercise activity data (such as heart rate, watts or power, RPM or cadence, and similar metrics); fitness assessments; images (including photographs and video); audio recordings and sounds; account, registration or participation information (such as information related to your membership or your participation in classes, programs, events, and activities); your responses to our marketing or operational communications (such as your interests, or responses to surveys, questionnaires, sweepstakes, or contests); or information you disclose in public forums, messages, comments, searches, or queries, including, without limitation, through the Use of Our Services.

#### **1.1.2. Personal Data Your Technologies Provide to Aparaa**

In addition, Aparaa may collect some Personal Data when Using Our Services that your technologies may provide to Aparaa. This Personal Data includes, without limitation, your internet protocol addresses; your device and browser type; your internet service providers; your operating systems; statistics and other metadata on your activities when Using Our Services; information about how you came to Use Our Services; date and time stamps and advertising metrics; and information collected through cookies, web beacons, and other technologies as described under Section 7 (Cookies, Web Beacons, and Interest Based Advertising) below.

In particular, Aparaa may provide features on mobile applications that rely on the use of additional Personal Data we may collect from your mobile device when Using Our Services. These features enhance your mobile application experience, but are not required to Use Our Services. Granting Aparaa access to this Personal Data does not grant Aparaa unlimited access to that Personal Data. Some Personal Data from your mobile device (such as your mobile device ID, your operating system, your mobile carrier, and your IP address) are collected automatically when Using Our Services. When Using Our Services by means of accessing a Aparaa member mobile app through your mobile device, Aparaa requests permission to obtain your location to better provide you with location-specific information, including, but not limited to, facility hours, class schedules and teacher updates, or in-club promotions. Aparaa may also request permission to access your contacts list or email addresses saved on your mobile device for the purposes of enabling you to easily share guest passes, event invitations and more. In the “Settings” function on your mobile device, you have the ability to manually permit or preclude Aparaa from location services, as well as access to your contacts and email addresses. You may opt-in or opt-out through the “Settings” function on your mobile device at any time.

#### **1.1.3. Personal Data We Collect Through Use of Our Services Not Provided By You or Your Technology**

Aparaa may also collect Personal Data that you or your technologies do not provide to Aparaa when Using Our Services. This Personal Data includes, without limitation, video or audio recordings, information related to your uses of, and visits to, our premises (including check-ins at our front desk, child center, or other spaces in our premises), or other Use of Our Services.

#### **1.1.4. Personal Data We Collect That Is Generally Available**

Aparaa may also collect Personal Data that that you or others disclose to third parties or in forums that are generally available. This Personal Data includes, without limitation, information disclosed in public forums, messages, comments, searches, or queries on social media platforms, and other publicly available sources.

## **1.2. Personal Data Other Parties Provide to Us**

Aparaa may also collect Personal Data about you from third-party sources such as strategic partners and service providers, and other commercially and publicly available sources. You may be able to link your account with certain third party applications, such as Google, when Using Our Services. When you link your account to these third party applications, Aparaa requests permission to access your information, including, without limitation, your name, profile picture, gender, networks, user ID, list of friends, and any other public information linked to your account on that application. For more information regarding the connection of your account(s) with third party applications, please see Section 3.3 (Through Third Party Applications and Websites) below.

## **1.3. Your Personal Health Information**

Aparaa also has contractual relationships with independent health care providers (“**Health Care Providers**”). In providing certain management and administrative services (such as billing and insurance verification services) to these Health Care Providers, Aparaa may have access to personal health information you provide to the Health Care Providers (“**PHI**”) as a business associate (as defined under the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”)) of the Health Care Provider. PHI you provide to, and that is maintained by, these Health Care Providers is not Personal Information subject to this Policy. Aparaa will contract directly with the Health Care Provider to safeguard PHI in accordance with applicable state and federal requirements regarding the privacy and security of PHI. Aparaa will only use or disclose PHI as allowed by applicable state and federal laws (including HIPAA) and the terms of our agreements with Health Care Providers. This Policy is distinct from a “notice of privacy practices” (a special notice required by HIPAA) which you may have received from the Health Care Provider.

Aparaa may also collect your health and wellness or fitness and exercise activity information as described in Section 1.1.1 above. This Personal Data includes, without limitation, health and wellness information (including, without limitation, health conditions, labs and lab results, and information shared with your personal trainer or dietician); fitness and exercise activity data (such as heart rate, watts or power, RPM or cadence, and similar metrics); fitness assessments; metabolic conditions; and, other information not subject to applicable state and federal healthcare data privacy laws (including HIPAA). This information is Personal Data subject to this Policy. In addition, you may authorize Health Care Providers to share PHI or other health and wellness information with us not as a HIPAA business associate, but for purposes of coordinating the Use of Our Services with professional health care services provided by the Health Care Providers. Information you authorize Health Care Providers (including, without limitation, PHI) to share with us is treated as Personal Data subject to this Policy.

## **2. How We Use the Personal Data We Collect and How We Communicate with You**

Aparaa may use your Personal Data for any purposes consistent with this Policy. Generally, we categorize these uses as operational (which includes transactional, informational, and administrative purposes) and marketing (which includes advertising and promotional purposes).

## **2.1. Operational Purposes**

Aparaa may use Personal Data for operational purposes, including transactional, informational, and administrative purposes, such as:

- Creating and managing your membership or other accounts (such as iplayat.com etc.);
- Registering you for certain services, such as events, classes, or programs;
- Improving the goods and services we offer (including through statistical and other analysis);
- Identifying and repairing errors that impair the functionality of our services;
- Improving our premises by providing personalized or customized experiences, locations, and instructions or assistance;
- Providing you with customer service;
- Improving our security, detecting fraud and auditing our processes;
- Complying with legal obligations;
- Managing our services and premises and our businesses, generally;
- Keeping our records current;
- Communicating information to you, including about your membership or other goods and services;
- Sending you service-related notifications and scheduling confirmations;
- Fulfilling subscriptions and orders;
- Responding to information opt-in requests;
- Notifying you about changes in legal terms and price changes; and
- Collecting for past due accounts.

## **2.2. Marketing Purposes**

Aparaa may use Personal Data for marketing purposes, including advertising and promotional purposes, including, without limitation:

- Marketing, advertising, or promoting our goods, services and premises and those provided by third-parties who have relationships with us;
- Notifying you about sweepstakes or contests;
- Notifying you about special offers and sales; and,
- Asking you to complete questionnaires or surveys.

We use your Personal Data to administer the sweepstakes, contest, or surveys, and to analyze the results for research purposes. You expressly and directly consent to Aparaa contacting you for such marketing purposes. You may opt out of electronic marketing communications as provided in Section 5.3.

## **2.3. Methods of Communication**

We may send you communications through a variety of means, including, without limitation, email, text messaging, account notifications, telephone calls or mail; or displayed content and advertising on our website or third party websites.

### **3. When We May Disclose, Share or Transfer Your Personal Data**

We will not sell your Personal Data to third parties without your consent. There are some circumstances, however, where we may disclose, share or transfer your Personal Data with a third party, as described below.

#### **3.1. To Service Providers**

We may share your Personal Data with third parties who use Personal Data on behalf of Aparaa to perform services or functions. These companies may include, without limitation, marketing agencies, analytic service providers, cloud-hosting services, account-related services (including updating of financial information and communications related to collections), subscription fulfillment centers, database service providers, backup and disaster recovery service providers, litigation or other dispute resolution service providers, email service providers, payment processors, providers who help to fulfill product or service orders, product manufacturers, licensors, and others. These companies are instructed to maintain the confidentiality and security of all Personal Data and are subject to all applicable laws and regulations.

#### **3.2. To Marketing Partners**

Aparaa may disclose your Personal Data to third parties with whom we have marketing, promotional, or other advertising relationships. We may combine the Personal Data that we collect about you with other information from third parties. This information is used to help us manage and measure the effectiveness of ads and provide more relevant advertising of our Services. These third parties may also use cookies, JavaScript, web beacons, and other technologies to measure the effectiveness of their ads and to personalize advertising content to you. For further information about the use of third party technologies, please see Section 7 (Cookies, Web Beacons, and Interest Based Advertising).

#### **3.3. Through Third Party Applications and Websites**

By Using Our Services, you may be able to connect to other websites, social media platforms, or apps (e.g., Facebook, Instagram, twitter, etc.) ("**Third-Party Sites**"). We do not control any Third-Party Sites and are not responsible for the contents, nature, or privacy practices of any Third-Party Sites. Any access to and use of the Third-Party Sites is not governed by this Policy, but instead is governed by the privacy policies of those Third-Party Sites. If you choose to interact with the Third-Party Sites, you should review the applicable privacy policy, as the Third-Party Sites' privacy practices may differ from ours. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE ARE NOT RESPONSIBLE FOR THE PRIVACY PRACTICES OF ANY THIRD-PARTY SITES.

#### **3.4. Other Legal or Appropriate Disclosures**

Aparaa may disclose your Personal Data in order to respond to a subpoena or request from law enforcement, a court, or a government agency, including in response to public authorities to meet national security or law enforcement requirements, or in the good faith belief that such action is necessary to: comply with a legal obligation; protect or defend our rights, interests, or property, or that of third parties; prevent or investigate possible wrongdoing in connection with the Use of Our Services; act to protect the personal safety of users of our services or the public; or, protect against legal liability.

### **3.5. In Connection With a Corporate Event or Transaction Event**

Aparaa may decide to sell or buy a business or engage in a reorganization. In evaluating or in the event of a merger, reorganization, acquisition, joint venture, assignment, spin-off, transfer or sale or disposition of any business, business unit, or asset, we may share or transfer your Personal Data with or to the relevant third party.

## **4. How We Secure and Store Your Personal Data**

We have implemented reasonable security measures with respect to your Personal Data. Please be aware that, despite our efforts, no data security measures can guarantee security and confidentiality in all instances. There are also steps you can take to protect your Personal Data. We work with vendors and partners to protect the security and privacy of user information. We also use cloud services (such as Amazon AWS) to host our services. These cloud service providers maintain their own procedures and controls to ensure data security.

## **5. Certain Choices You Have Regarding Your Personal Data**

### **5.1. Personal Data Relating to Your Membership**

You may review, correct, and update some of your Personal Data related to your membership on [iplayat.com](https://iplayat.com).

### **5.2. Limiting the Personal Data You Provide**

In certain circumstances, you may be able to limit the Personal Data you provide to Aparaa. If you choose to limit the Personal Data you provide, you may not be able to Use Our Services or your interaction with Aparaa may be limited.

### **5.3. Opting Out of Marketing Communications**

From time to time, we may send marketing, advertising or promotional electronic communications to you. You may opt out of these marketing communications by following the opt-out instructions contained in the electronic communications. If you have an account with Aparaa, you may also opt-out by logging in to your account and adjusting your communication preferences. While we strive to process opt-out requests quickly, please note that you may receive additional electronic communications before we are able to process your opt-out. Even if you opt-out of certain marketing communications, you will still receive certain operational communications (e.g., regarding club scheduling, dues changes, or contract or policy amendments) if you are a Aparaa member.

## **6. Retention of Your Personal Data**

We may retain Personal Data for business purposes and as is required or permitted under applicable laws.

## **7. Cookies, Web Beacons, and Interest Based Advertising**

### 7.1. Cookies and Web Beacons Definitions

Cookies are small data files placed onto your device when you visit a site which allows our services to distinguish you from other users, allow the services to work properly, as well as to help monitor advertising effectiveness. Web beacons work similar to cookies, however, instead of a file stored on your computer, web beacons are embedded invisibly on web pages. We use cookies, web beacons, tags, and other similar tracking technologies to track when you visit our websites and mobile applications (collectively, “**Cookies**”). We also allow third parties to place Cookies on our services to assist with advertising.

### 7.2. How We Use Cookies

There are several reasons we use Cookies. Some Cookies are necessary for technical reasons and help our services to operate as intended for your benefit (“**Essential Cookies**”), such as access to secure areas of the services. Other types of Cookies are used for analytical purposes such as evaluating the way our services are used, or the effectiveness of our advertising, and to customize or personalize advertising to you (“**Analytical Cookies**”). While these types of Cookies help us to create new features, improve on our existing services, and provide advertisements of interest to you, our services can function without them.

### 7.3. Controlling Cookies and Interest Based Advertising

You have the right to accept or reject Cookies. You can exercise your Cookie preferences by activating the setting on your web browser that allows you to refuse the setting of all or some Cookies. However, if you use your browser settings to block all Cookies, including Essential Cookies, you may not be able to access or use all or parts of our services. If you have not adjusted your browser setting to refuse cookies, our system will issue Cookies as soon as you visit our services. Blocking or deleting Cookies will not prevent device identification and related data collection from occurring when you access our services. Turning off Analytical Cookies will prevent the ability to measure the relevance and effectiveness of our services, emails, and marketing as well as to show you tailored marketing. Other marketing will still be displayed when you use our services.

In addition to the Cookies Aparaa delivers to your device, certain third parties may deliver cookies to you for a variety of reasons. For example, we use Google Analytics, a web analytics tool that helps us understand how visitors engage with our website. To learn more about Google Analytics, click [here](#).

Other third parties may deliver cookies to your computer or mobile or tablet device for the purpose of tracking your online behaviors across non-affiliated websites and delivering targeted advertisements either on our website or on other websites.

You have choices about the collection of information by third parties on our website. For example, if you don't want information about your visit to our website sent to Google Analytics, you may download an Opt-out Browser Add-on by clicking [here](#). Please note that the Add-on does not prevent information from being sent to Aparaa.

In addition, if you would like to opt-out of having interest-based information collected by certain entities during your visits to our website or other websites, please [click here](#). You will be directed to an industry-developed website that contains mechanisms for choosing whether each listed entity may collect and use data for online behavioral advertising purposes. It may be that some of the third parties that collect

interest-based information on our website do not participate in the industry-developed opt-out website, in which case the best way to avoid third-party tracking of your online behaviors may be through your browser settings and deletion of cookies.

## 8. Data Privacy with Respect to Children

The Children's Online Privacy Protection Act of 1998 and its rules requires us to inform parents and legal guardians about our practices for collecting, using, and disclosing personal information from children under the age of thirteen (13). Aparaa does not intend to collect Personal Data from children under the age of thirteen (13). If you are aware of a user under the age of thirteen (13) who has provided Personal Data to Aparaa, please contact us at [privacy@aparaa.com](mailto:privacy@aparaa.com). Parents and legal guardians may choose to provide information about their children, even if under the age of thirteen (13), for the purposes of Using our Services.

## 9. Canadian Privacy Laws

The Personal Information Protection and Electronic Documents Act ("PIPEDA") governs data privacy in Canada by regulating the collection, use, and disclosure of Personal Data. PIPEDA requires Aparaa to obtain an individual's consent to collect, use, or disclose Personal Data. By Using Our Services, you acknowledge that you have read, understand, and agree to the terms and conditions of this Policy and expressly consent to our collection, use, or disclosure of your Personal Data, as described in this Policy. Aparaa only uses Personal Data for the purposes for which it was collected consistent with this Policy. If Aparaa uses Personal Data for another purpose outside of the uses described in this Policy, we will obtain additional consent.

## 10. Other Provisions

### 10.1. Do Not Track Mechanisms

Because of the changing state of technology and indecision within the industry regarding the meaning of DNT signals, we currently do not make any guarantee that we will honor DNT signals.

### 10.2 Terms of Use

Your Use of Our Services, as well as any dispute over privacy, is subject to Terms of Use and this Policy, which is incorporated within the Terms of Use. Please read and review the Terms of Use. **The Terms of Use includes an arbitration provision, which restricts your opportunity to have claims relating to the Terms of Use heard in court or resolved by a jury and to participate in a class action in court or arbitration.**

### 10.3. Changes to This Policy

Aparaa reserves the right to update or modify this Policy at any time. If we make changes to this Policy, we will post the revised Policy to our website with a "Last Updated" date at the top of this Policy reflecting the date of the change. All changes are effective as of the time of posting. You should periodically check our website to review any updated Policy. Without limitation to the effectiveness of the changes, your Use of Our Services following the posting of the revised Policy constitutes acceptance of those changes.



#### 10.4. **Contacting Us**

If you have questions or comments about this Policy, please contact us at:

[Privacy@aparaa.com](mailto:Privacy@aparaa.com)

ATTN: Privacy Team

Aparaa Corporation

7104 Barbican Dr.

Plano, TX 75025