

# Terms of Service

Modern Training & Development, Inc. and Hopsonomy

By using the hopsonomy.com web site ("Service"), you are agreeing to be bound by the following terms and conditions ("Terms of Service"). The Terms of Service together with the Order Form, accessed and selected, by visiting the internet accessible online learning service, under the name Modern Training & Development, Inc., constitute the Agreement between Modern Training & Development, Inc. ("We", "Supplier", "Modern Training & Development, Inc." or "Hopsonomy"), and "You" (the "Customer") ordering the "Services". Modern Training & Development, Inc. or Hopsonomy or a proprietary branded online learning solution means the Modern Training & Development, Inc. entity, which is a party to this Agreement, being Modern Training & Development, Inc. LLC, a US based company, having its registered office and mailing address at 201 E. 4<sup>th</sup> Street, Loveland, CO 80537. "Services" means Supplier's hosted internet accessible online learning service, under the name Modern Training & Development, Inc., made available to You on a subscription term basis under the Agreement at a website address provided to You ("Portal"). An Authorized User means any Customer employee, contractor, agent or any other individual authorized by Customer to access and use the Services, via Customer's purchased subscriptions, for the purpose specified herein. You are responsible for Authorized Users' compliance with this Agreement.

Modern Training & Development, Inc. reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time by contacting Supplier via email at hello at moderntd dot com.

Violation of any of the terms below will result in the termination of your Account. While Modern Training & Development, Inc. prohibits such conduct and Content on the Service, you understand and agree that Modern Training & Development, Inc. cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

## Account Terms

1. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
2. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
3. Your login may only be used by one person - a single login shared by multiple people is not permitted. You may create separate logins for as many people as your plan allows.
4. No login credentials may be shared with individuals, groups, or corporations not considered part of the registered account.
5. You are responsible for maintaining the security of your account and password. Modern Training & Development, Inc. cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
6. You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have accounts under your account).
7. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

## Payment, Refunds, Upgrading and Downgrading Terms

1. A valid credit card is required for paying accounts. Enterprise accounts may provide payment by check or ACH according to their contract.
2. The Service is billed in advance on a monthly or annual basis. There will be no refunds or credits for partial months of service or upgrade/downgrade refunds. Regarding annual subscriptions, cancellation is allowed only within the first 3 months of the subscription with the respective refund being the paid amount pertaining to the residual unused months of the annual subscription, discounted by a cancellation fee of 10% to compensate for our payment providers' fees and administration overhead. In order to treat everyone equally, no exceptions will be made.
3. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.

4. For any upgrade or downgrade in plan level, your credit card that you provided will automatically be charged the new rate on your next billing cycle.
5. Downgrading your Service may cause the loss of Content, features, or capacity of your Account. Modern Training & Development, Inc. does not accept any liability for such loss.

## Cancellation and Termination

1. You are solely responsible for properly canceling your account.
2. If you cancel the Service before the end of your current paid up month, your cancellation will take effect by the end of your current paid month and you will not be charged again.
3. Modern Training & Development, Inc., in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service at any time and without prior notice in case of (a) fraudulent, criminal, grossly negligent, willful, or otherwise intentional misconduct, or violation of any law or regulation, in connection with the performance of your obligations hereunder and/or (b) demonstrated usage negatively impacting the performance of the Service and/or (c) breach of the herein Service terms and conditions. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all content in your Account or any other similar action deemed appropriate.

## Modifications to the Service and Prices

1. Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 day notice from us. Such notice may be provided at any time by posting the changes to the Service itself.
2. Modern Training & Development, Inc. shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

## Content and Personal Data

1. You own all content (including Personal Data) inputted by You and Authorized Users for the purpose of using the Services ("Content") and You are solely responsible for the legality, reliability, integrity, accuracy and quality of the Content. Modern Training & Development, Inc. may suspend or terminate use of Services and this Agreement immediately upon receipt of any notice, which alleges that You and/or Authorized User has used Services for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault others, that may violate hacking or other criminal regulations, etc. You hereby acknowledge and agree that Our performance of this Agreement requires that We process, transmit and store Personal Data under your documented instructions and as further specified in the Data Processing Addendum (DPA), which forms an integral part to this Agreement.
2. You hereby also acknowledge and agree that We process data related to Your employees or representatives that is collected and used by Us, as well as connection data created through the use and operation of the Services, in order to administer or manage Our delivery of Services, or Your account, for Our business purposes, following the technical and organizational security measures contained in Attachment 3 to the DPA. Such Data may include Personal Data and information about the contractual commitments between Us and You, whether collected at the time of the initial registration or thereafter in connection with the delivery, management or administration of Services, including billing and collecting of payments. You hereby acknowledge and agree that We also process Personal Data that We collect, when You submit a request for support services or other troubleshooting, including information about the Service, Your Portal and other details related to the support incident, such as authentication information, information about the condition of the Services, and error-tracking files. We process such Personal Data in order to respond to the request and solve the problem eventually reported.
3. We shall process the aforementioned Personal Data for Our own business purposes for as long as it is necessary in relation to the purposes stated above, namely for the duration of Agreement and until collection of the payments, unless processing is necessary for compliance with a legal obligation by mandatory statutory law or for the establishment, exercise or defense of legal claims.

4. You hereby acknowledge and agree that We shall process Your name and email address to communicate with You for the presentation and promotion of the Services or of new services. You may at any time, free of charge, unsubscribe from such electronic communication, easily by clicking the button “unsubscribe” contained in the electronic communication.

## Copyright and Content Ownership

1. Content developed and provided by the Service is considered the property of Modern Training & Development, Inc. You may not duplicate, copy, screenshot, distribute, or reuse any portion of the Service’s content.
2. We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours.
3. Modern Training & Development, Inc. does not pre-screen Content, but Modern Training & Development, Inc. and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.
4. Inappropriate content is considered the posting, uploading, sharing, submitting, or otherwise providing content that: a) Infringes Modern Training & Development, Inc.’s or a third party’s intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy rights of publicity, or any other intellectual property right or proprietary or contractual right b) You don’t have the right to submit c) Is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic (including child pornography, which we will remove and report to law enforcement, including the National Center for Missing and Exploited Children), indecent, harassing, hateful; encourages illegal or tortious conduct or that is otherwise inappropriate. d) Attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition e) Contains viruses, bots, worms, scripting exploits, or other similar materials f) Is intended to be inflammatory g) Could otherwise cause damage to Modern Training & Development, Inc. or any third party
5. The look and feel of the Service is copyrighted. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from Modern Training & Development, Inc..

# General Conditions

1. Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.
2. Technical support is only provided to paying account holders and is only available via email.
3. You understand that Modern Training & Development, Inc. uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
4. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service.
5. You agree not to perform misrepresentation of yourself, or disguising the origin of any content (including by "spoofing", "phishing", manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with Modern Training & Development, Inc. or any third party).
6. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Modern Training & Development, Inc..
7. You agree not to violate the privacy of others, including publishing or posting other people's private and confidential information without their express permission, or collecting or gathering other people's personal information (including account names or information) from Modern Training & Development, Inc..
8. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
9. We retain the right to contact you from time-to-time via email. You can remove yourself easily from the newsletter lists. You can also request to be removed from all communication emails by contacting our support us through the website.
10. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Modern Training & Development, Inc. customer, employee, member, or officer will result in immediate account termination.

11. Modern Training & Development, Inc. won't allow: (a) Compromising the integrity of our systems. This could include probing, scanning, or testing the vulnerability of any system or network that hosts our services. (b) Tampering with, reverse-engineering, or hacking our services, circumventing any security or authentication measures, or attempting to gain unauthorized access to the services, related systems, networks, or data. (c) Modifying, disabling, or compromising the integrity or performance of the services or related systems, network or data. (d) Deciphering any transmissions to or from the servers running the services. (e) Overwhelming or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.).
12. You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages.
13. You must not transmit any worms or viruses or any code of a destructive nature.
14. You must not use meta-tags or any other "hidden text" including Modern Training & Development, Inc.'s or our suppliers' product names or trademarks.
15. You must not access or search any part of Modern Training & Development, Inc. and its associated platforms by any means other than our publicly supported interfaces.
16. Modern Training & Development, Inc. does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, secure, or error-free, and (iii) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations.
17. You expressly understand and agree that except of circumstances of gross negligence, willful misconduct, fraud, third party IP infringement and any liability which cannot be lawfully excluded or limited, Modern Training & Development, Inc. shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or

conduct of any third party of the service. Under no circumstances shall Modern Training & Development, Inc.' aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed the total amount of fees actually paid by customer during past 12 months as of the incident date giving rise to any liability.

18. The failure of Modern Training & Development, Inc. to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Modern Training & Development, Inc. and govern your use of the Service, superseding any prior agreements between you and Modern Training & Development, Inc. (including, but not limited to, any prior versions of the Terms of Service).
19. Modern Training & Development, Inc. (in its sole discretion) determines that a user has violated these Terms of Service.
20. Questions about the Terms of Service should be sent to: help at Modern Training & Development, Inc. dot com

# Security

We recognize that security is critical to you and your success. This is a responsibility we take seriously, and we work with security researchers to stay up to date with the most recent practices in web security.

While we cannot reveal every measure we have in place (as this could be used against us by the very actors we protect ourselves against), we can give you a high-level overview of how we actively keep you and your data safe.

If you have any questions after you've read this, please let us know.

## Certifications

**ISO 27001:** This standard demonstrates that we manage the security of our information according to the practice internationally recognized as the best. The ISO 27001 certificate means we protect our customer and employee information, manage risk effectively, and comply with other regulations.

**ISO 9001:** Compliance with ISO 9001 confirms that the quality of our product and the processes we use are efficient. The standard also demonstrates that we consistently build products that people want and we meet all types of regulatory requirements.

**GDPR compliant:** We comply with the European Union General Data Protection Regulation in the way we store, retrieve, and protect your data.

## Cloud Infrastructure

Modern Training & Development, Inc. and associated platforms are exclusively hosted on Amazon Web Services (AWS). AWS is recognized for data centers that are built to withstand all types of threats and are certified for high quality and security.

- We use storage infrastructure designed for mission-critical and primary data storage. And AWS guarantees reliable data storage.
- We take backups that are stored on multiple devices across multiple facilities in multiple availability zones. Daily backups ensure we can restore your data in case of failure or accidental deletion.
- All files that you upload are stored on servers that use the latest techniques to remove bottlenecks and points of failure.
- We use different storage for user and application data. These servers are not exposed anywhere but the internal network, which is isolated from the internet.
- We use load balancers to ensure Modern Training & Development, Inc. is online even with high traffic. Load balancers distribute requests to multiple servers, and this ensures that Modern Training & Development, Inc. can withstand attacks like DDoS.
- All AWS servers are encrypted with AES-256. This is the same level of encryption the US government uses for Top Secret information.

## **Application Security**

To keep our users and their data safe, we continually and carefully monitor, fix and prevent any security vulnerabilities.

- Modern Training & Development, Inc. runs behind a firewall and is updated regularly with the latest security patches.
- We use automated tools to review and automatically scan Modern Training & Development, Inc. for well-known vulnerabilities.
- All information passed back and forth between our server and your computer is encrypted (SSL/TLS 1.2). This means if anyone were to "listen in" and try to get to this data, they wouldn't be able to read or decrypt it.
- We have strong password policies. Your passwords are stored, hashed and salted in encrypted servers, which means Modern Training & Development, Inc. staff don't know or have access to your password.
- We use in-depth monitoring services to visualize performance, detect irregular activity patterns, and ensure that our entire infrastructure is functioning as it should. This leads to excellent service performance and uptime.

- In addition to security offered by Amazon Web Services, we also run an Intrusion Detection and Prevention System.

## **Internal Security**

At Modern Training & Development, Inc., we promote a culture of security, so all our employees understand its importance.

- All employees sign confidentiality agreements.
- All employees are trained in security and privacy, including best security practices, information on new threats and vulnerabilities, as well as privacy and legal/regulatory issues.
- We never download customer data on our premises.
- We are insured against cybersecurity incidents.

## **We protect your billing information**

- Your card information is transmitted, stored, and processed securely on a PCI-Compliant network, where all transactions are processed using secure encryption - the same level of encryption used by leading banks.
- We do not keep credit card information on our infrastructure in any way.

# Privacy Policy

Effective Date: March 1, 2020

This Privacy Policy informs you of our policies and procedures regarding the collection, use and disclosure of personal information we receive from visitors and registered users of hopsonomy.com and other platforms developed and maintained by Modern Training & Development, Inc. (this "Site"). This Privacy Policy applies only to information that you provide to us through this Site and explains in plain language what we do with that information, how we share it, and how we handle the content you place. It also explains your rights and the choices available to you regarding our use of your personal information and how you can access and update this information.

Our Privacy Policy may be updated from time to time, and we will notify you of any material changes by posting the new Privacy Policy on the Site and revising the "Effective starting" date at the top of this policy. We encourage you to review our Privacy Policy whenever you use this "Site" to stay informed about our information practices and the ways you can help protect your privacy. If you disagree with any changes to this Privacy Policy, you will need to stop using this "Site" and deactivate your account(s), as outlined below.

This Privacy Policy applies to the information that we obtain through your use of "Site" via a "Device" or when you otherwise interact with Modern Training & Development, Inc.. A "Device" is any computer used to access the "Site", including without limitation a desktop, laptop, mobile phone, tablet, or other consumer electronic device. "Site" includes any platform developed and maintained by Modern Training & Development, Inc., including hopsonomy.com, and SaaS service but does not include any other own or third party products or services for which a separate privacy policy is provided.

By registering for or using Modern Training & Development, Inc. Services and accepting the Terms of Service you consent to the collection, transfer, processing, storage, disclosure and other uses described in this Privacy Policy.

## 1. Who We Are

Modern Training & Development, Inc.: The Modern Training & Development, Inc. Group of companies ("Modern Training & Development, Inc.") provide learning solutions such as Hopsonomy to any single individual, company, or organization worldwide. "Modern Training & Development, Inc.", located in the United States of America 201 E. 4<sup>th</sup> Street, Loveland, CO 80537, USA tel. (+1) 833-467-8648 promote and provide learning services. The Modern Training & Development, Inc. Group complies with Data Protection Laws, including the European regulation for data protection 2016/679/EU (General Data Protection Regulation - GDPR). Modern Training & Development, Inc. will not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Laws. Modern Training & Development, Inc. LLC has certified its compliance with the EU-U.S. Privacy Shield Framework and is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. To learn more about the Privacy Shield Framework, visit the U.S. Department of Commerce's Privacy Shield website.

Hopsonomy: Hopsonomy and other platforms maintained by Modern Training & Development, Inc. ("Platforms") are cloud subscription-based online learning content services. By accessing Platforms through a set of subscription packages, our customers ("Customers") can train their personnel or any other group of people they wish or provide distance eLearning services. Customers access the Modern Training & Development, Inc. service by means of a unique combination of a user identifier and secure password. The Customer specifies, customizes and provides access to the service to the authorized users ("Users") of his domain, consisting of Group Leaders and Learners. Additionally, the Customer may specify custom User roles for his domain. The Group Leaders are responsible for some User Management and Group Reporting. Learners attend the courses and may be subject to tests, for which they are graded; Learners have access to their own grades through the service. Each Learner can view grades and extract reports, by means of supplying the reporting criteria through the respective service interface, regarding performance and overall use of the service. The Customer owns domain data and can extract reports for the total activity of its Users.

## 2. Collection: The Personally Identifiable Information We Collect

**Visitors and Users:** In the course of using this Site, you may provide us with personally identifiable information. This refers to information about you that can be used to contact or identify you, and information on your use of and activities at our Site that may be connected with you ("Personal Information"). Personal

Information that we collect may include, but is not limited to, your name and email address. When you visit the Site, our servers automatically record information that your browser sends whenever you visit a website. This information may include, but is not limited to, your Internet Protocol address, browser type, the web page you were visiting before you came to our Site and information you search for on our Site. Like many websites, we may also use "cookies" to collect information. A cookie is a small data file stored by your browser at your Device's hard disk for record-keeping purposes. We use "session ID cookies" in order to support login and main service functionality. We may also store cookies of third-party providers. In particular, Google stores a Google Analytics cookie in order to be able to differentiate between users and be able to show us how many times people visit the website on average (not individually) and information on what pages they've seen, how long the duration was, and so on; we do not identify who the visitor was, or what is his Modern Training & Development, Inc. account (if any). We also use Google AdWords and Facebook Pixel cookies for running advertising campaigns over audiences that may be interested in our services; our ads will only start working when the audience is big enough so no third party can use this information to personally identify the users. Modern Training & Development, Inc. does not collect, store or process data from third-party cookies. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies, however, you may not be able to use all portions of the Site or all functionality of our services.

In some cases another User (such as an administrator) may create an account on your behalf and may provide your information, including Personal Information (most commonly when your company requests that you use our service). We collect Information under the direction of our Customers and often have no direct relationship with the individuals whose personal data we process. If you are an employee of one of our Customers and would no longer like us to process your information, please contact your employer and us at the contact information below.

**Customers:** In addition to the data we collect for all Users, we also collect data that are required for your contract with us, such as your company affiliation, invoicing data and also service usage data that prove that the service is used in accordance to your subscription terms, We may also acquire additional data through our Customers' support requests to the extent this is required for us to resolve a technical issue or respond to a request or complaint. We also email to our Customers newsletters, announcements regarding Modern Training & Development, Inc. and our products, or marketing material. If you are a Customer

and no longer wish to receive such emails you can remove yourself from the recipients list at any time by selecting the "unsubscribe" link provided within the e-mail footer. If you are providing information (including Personal Information) about someone else, you must have the authority to act for them and to consent to the collection and use of their Personal Information. We may use services that help us analyze customers' needs and to optimize this service and experience. These services may use cookies and other technologies to collect data on our customers' behavior and their devices, device screen size, device type, browser information, geographic location (country only), preferred language used to display our website. We do not store any data fields' actual text or personal data.

**Credit Cards:** We do not store your credit card information in our systems. All credit card transactions are processed using secure encryption - the same level of encryption used by leading banks. Card information is transmitted, stored, and processed securely at gateways on a PCI-compliant network.

**Content:** We collect and store Content that you create, input, submit, post, upload, transmit, store or display in the process of using our "Site". Such Content includes any Personal Information or other sensitive information that you choose to include ("incidentally-collected Personal Information"). Although Modern Training & Development, Inc. owns the code, databases, and all rights to the Modern Training & Development, Inc. service, Customers retain ownership, control and all rights to their records and data which are their property.

**Other submissions:** We collect other data that you submit to our "Site" or as you participate in any interactive features of the Modern Training & Development, Inc. Services, participate in a survey, contest, activity or event, request Customer support, or otherwise communicate with us.

### 3. How We Use, Process and Retain Personal Information

Personal Information is or may be used for the following purposes:

1. to provide and improve our Site, services, features and content,
2. to administer your use of our Site,
3. to enable you to enjoy and easily navigate the Site,
4. to better understand your needs and interests,

5. to fulfill requests you may make,
6. to personalize your experience,
7. to provide or offer software updates and product announcements, and
8. to provide you with further information and offers from us or third parties that we believe you may find useful or interesting, including newsletters, marketing or promotional.

We use information we obtain by technical means (such as the logging performed by our servers or through the use of cookies) for the above purposes and in order to monitor and analyze use of the Site and our services, for the Site's technical administration, to increase our Site's functionality and user-friendliness, to better tailor it to your needs, to generate and derive useful data and information concerning the interests, characteristics and website use behavior, and to verify that visitors to the Site meet the criteria required to process their requests.

We collect and process personal data in a transparent manner, to the extent necessary for specified, explicit and legitimate purposes, and do not process it further in a manner incompatible with those purposes. We take care that the data we collect are accurate and, when necessary, updated. We take all reasonable steps to immediately delete or rectify personal data, if inaccurate. We process data in a way that guarantees their security, including their protection against unauthorized or unlawful processing and accidental loss, destruction or degradation, using appropriate technical or organizational measures. We are ready to prove at any moment how we adhere to the above principles. We take the appropriate technical and organizational measures for the security, confidentiality, integrity and availability of the data. We expressly declare that these measures ensure that, by definition, personal data are not made accessible without the intervention of the natural person to an indeterminate number of natural persons.

Each account's data are retained for as long as the Customer's subscription to the service lasts. Upon contract expiration, the data will be deleted or returned to the Customer if the Customer instructs us to. Alternatively, the domain may be rendered "inactive" and stored offline for 12 months so that a service reconnection is as smooth as possible; in case subscription is not renewed after 12 months, the data are permanently deleted.

## 4. Information Sharing and Disclosure

**Users:** We will display your Personal Information in your profile page and elsewhere on the Site according to the preferences you set in your account. Any information you choose to provide should reflect how much you want other Modern Training & Development, Inc. Users to know about you. We recommend that you guard your anonymity and sensitive information, and we encourage you to think carefully about what information you disclose in your profile pages. You can review and revise your profile information at any time. You should be aware that the administrator, as well as specially designated support personnel in order to provide support for technical issues you may face, may be able to: access information in and about your account; access communications history, including file attachments, for your account; disclose, restrict, or access information that you have provided or that is made available to you when using your account, including your Content; and control how your account may be accessed or deleted.

**Third Parties:** We do not sell your Personal Information or Content and will not share or disclose any of your Personal Information or Content with third parties except as described in this policy. We do not share Personal Information about you with third parties for their marketing purposes (including direct marketing purposes). Service Providers, Business Partners and Others: For security, service operation and management purposes, Modern Training & Development, Inc. also uses third-party services that provide the same level of protection as Modern Training & Development, Inc.. Third-party vendors and providers supply the necessary hardware, software, networking and storage to run the Talent LMS service; a detailed listing of them is included in the Terms of Service in the Data Processing Addendum (DPA). These third parties have access to your Personal Information only for purposes of performing these tasks on our behalf.

**Compliance with Laws and Law Enforcement:** Modern Training & Development, Inc. cooperates with government and law enforcement officials and private parties to enforce and comply with the law. We will disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of Modern Training & Development, Inc. or a third party, to protect the safety of the public or any person, or to prevent or stop any activity we may consider to be, or to pose a risk of being, illegal, unethical, inappropriate or legally actionable.

**Children:** Our services are not directed to children. We do not knowingly collect Personal Information from children. If we become aware that a child has provided us with Personal Information, we will take steps to delete such information. If you

become aware that a child has provided us with Personal Information, please contact us at the contact information below.

**Business Transfers:** We may share or transfer your Information (including your Personal Information) in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company. You will be notified on any change in ownership or uses of your Personal Information, as well as any choices you may have regarding your Personal Information.

## 5. Your Rights

Modern Training & Development, Inc. respects your rights as a data subject. When Modern Training & Development, Inc. processes personal data on behalf of and as instructed by its Customers, our Customers are responsible towards the data subjects and you should contact the respective Customer to which the content of your service belongs for exercising your rights. In this case, Modern Training & Development, Inc. does not respond directly to your requests for the exercise of your rights that come to our knowledge, but we inform the Customer without delay and provide all reasonable and reasonable assistance to satisfy your requests in accordance with instructions of the Customer. The service has all the necessary features to enable our Customers to exercise the rights of the data subjects on their behalf. For example, the service provides the ability to obtain and manage consent, and to implement strict and secure password policies as well as to exercise the right to be forgotten.

A synopsis of your rights as a data subject is provided below. You may also refer to the Modern Training & Development, Inc. GDPR page for detailed step-by-step instructions on how you can exercise these rights by means of invoking Modern Training & Development, Inc. service features.

**Transparency, information and answers to requests:** Modern Training & Development, Inc. adheres to the principle of transparency in processing. For any question regarding this policy you may contact us at hello at moderntd dot com. We will respond without delay and in any case within one month upon receipt of the request.

**Access:** You have the right to receive from Modern Training & Development, Inc. confirmation on whether your personal data are processed and in case this happens all required information thereof (processing means, goal, records etc.).

**Rectification:** You have the right to require the rectification of inaccurate data relating to you without undue delay, as well as to fill in incomplete data if necessary for processing. If you have an account on our Site you can update your account data through your profile by selecting "My information" from the options menu at the top of the screen.

**Erasure:** You have the right to ask for the erasure of personal data concerning you without undue delay. Modern Training & Development, Inc. by means of its designated personnel will erase the data where one of the following grounds applies: a) the personal data are no longer necessary in relation to the purposes of processing; or b) the person requesting the erasure withdraws consent on which the processing is based and there is no other legal ground for the processing; or c) the data subject objects to the processing and there are no overriding legitimate grounds for the processing or the data subject objects to processing for direct marketing; or d) the personal data have to be erased for compliance with a legal obligation. Modern Training & Development, Inc. will not proceed to the erasure of the personal data if the data must be maintained for compliance with a legal obligation or in cases where the processing is required for the establishment, exercise or defence of legal claims. If you receive marketing emails, you can remove yourself from the recipients list by selecting the "unsubscribe" link within the e-mail.

**Restriction of processing:** You have the right to request restriction of processing if the accuracy of personal data is disputed, for that period of time that allows Modern Training & Development, Inc. to verify the accuracy of personal data or based on any other legitimate reason specified in applicable Data Protection Laws.

**Data Portability:** You have the right to receive your personal data in a structured, commonly used and machine-readable format as well as the right to request the direct transmission of personal data by Modern Training & Development, Inc. to another, if this is technically feasible.

**Right to Object:** You may oppose the processing of personal data which takes place without your consent. In this case, Modern Training & Development, Inc. no longer submits the personal data unless it demonstrates imperative and legitimate reasons for the processing that outweigh the interests, rights and freedoms of you as a data subject or for the foundation, exercise or support of legal claims. If you receive promotional emails, you can remove yourself from the recipients list by selecting the "unsubscribe" link within the e-mail content. You may also oppose

processing at any time by contacting us at the email provided at the end of this Policy.

**Complaint to Supervisory Authority:** You have the right to lodge a complaint with a supervisory authority, in particular in the Member State of your habitual residence, place of work or place of the alleged infringement if you consider that the processing of your personal data infringes Data Privacy Laws.

## 6. Security

Modern Training & Development, Inc. is very concerned with safeguarding your information. We employ reasonable measures designed to protect your information from unauthorized access.

## 7. Data Ownership

Although Modern Training & Development, Inc. owns the code, databases, and all rights to the Modern Training & Development, Inc. service, Customers retain ownership, control and all rights to their records and data which are their property.

## 8. Cooperation With Supervisory Authority

Modern Training & Development, Inc. commits to cooperate with the panel established by the EU data protection authorities (DPAs) and the ICO in the UK and comply with the advice given with regard to data transferred from the EU and the UK.

## 9. Contacting Us

If you have any questions about this Privacy Policy, please contact us by email at: hello at moderntd dot com.