

PRIVACY POLICY

Dynamis Holistic Wellbeing Hub (the "THE COMPANY") Privacy Policy

Last modified: 12/04/2026

Effective Date: 03/04/2026

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1. INTRODUCTION TO PRIVACY POLICY

The COMPANY is committed to maintaining the confidentiality, integrity and security of any Personal Information (as defined below) about THE COMPANY's End-Users. To demonstrate THE COMPANY's commitment to protecting Your privacy, THE COMPANY has developed this privacy policy ("**Privacy Policy**"), which describes how THE COMPANY will collect, use, disclose and protect Your Personal Information through the Product.

a) TERMS OF USE

This Privacy Policy as well as THE COMPANY's Terms of Use ("**Terms of Use**") govern Your access and use of the Product, as owned and operated by the COMPANY, having its registered address at Avenue de la Renaissance 52, 1000 Brussels Belgium (referred to in these Terms as the "**THE COMPANY**"). Terms capitalised but not defined in this Privacy Policy have the meanings set out in the Terms of Use. "**You**", "**Your**" and "**Yours**" refers to you, the End-User, as defined in the Terms of Use.

b) CONSENT AND AGREEMENT TO BE BOUND

(i) **CONSENT PROVIDED BY CONTINUING USE.** By accessing and/or using the Product You agree to all the terms and conditions of this Privacy Policy and the Terms of Use, and which are incorporated here by reference. If You do not agree to all the terms and conditions of this Privacy Policy and the Terms of Use, please do not use the Product.

(ii) **YOU MAY ALSO HAVE PROVIDED CONSENT THROUGH THE 'TRAINERIZE' APPLICATION.** There are certain types of device data that the Product cannot access without Your consent. The various application marketplace platforms that THE COMPANY serves the Product through will notify You the first time the Product requires permission to access certain types of data and will let You decide to consent to that request. You further agree to abide by all the terms in the TRAINERIZE APPLICATION end user licensing agreement, or any other applicable application store ("**Digital Distributor**") agreement, so long as such agreement does not conflict with the terms herein or the Terms of Use.

(iii) **CHANGES WILL REQUIRE YOUR CONSENT.** In the case of a material change to the Product as described in the amendment provision set out in the Terms of Use, and in accordance with the amendment requirements set out therein, THE COMPANY will provide written notice to inform You and will obtain consent from You for any new purposes not previously identified.

(iv) **PROVIDING CHANGES TO YOUR CONSENT.** Changes can be submitted by updating Your data in accordance with the user data update and verification provisions set out in the section of this Privacy Policy entitled "**3. Data Management**".

c) CONSENT TO COLLECTION AND ANALYSIS OF THE INFORMATION YOU PROVIDE TO US

(i) **SPECIFIC CONSENT TO COLLECTION OF INFORMATION.** By using the Product, you consent to the collection, use and disclosure of Your Personal Information by THE COMPANY in the manner described in this Privacy Policy. You may always opt not to disclose certain Personal Information, but which may restrict access to certain features of the Product. For example, your name and email address are necessary to complete the registration process. At any time after registration, you may opt out of most email communication from THE COMPANY by clicking on the opt-out link at the bottom of THE COMPANY's emails, or by contacting THE COMPANY at the contact details listed above. However, THE COMPANY may still contact You for administrative purposes. Withdrawing consent will not apply to actions the COMPANY has already taken based on Your prior consent.

(ii) **CONSENT TO RECEIVING COMMUNICATIONS FROM US:** When You sign up for an account, you are opting in to receive emails from the Product for administrative or technical issues, and You may occasionally receive the COMPANY newsletters.

a. **COMMUNICATIONS IN THE EVENT OF BREACH:** In the unlikely event that THE COMPANY believes that the security of Your Personal Information in THE COMPANY's possession or control may have been compromised and creates a real risk of significant harm to You, or if THE COMPANY believes that a notification is appropriate, THE COMPANY may seek to notify You of

that development, pursuant to both THE COMPANY's desire to keep You informed and THE COMPANY's legal requirement to do so. If a notification is appropriate, THE COMPANY may notify You by the email address registered to Your account. Additional details on a Data Breach can be found in the in the section of this Privacy Policy entitled "**3. Data Management**".

b. **WE WILL NOT REQUEST CONFIDENTIAL PERSONAL INFORMATION:** THE COMPANY will never send email messages to customers requesting confidential information such as passwords, credit card numbers, or social security or social insurance numbers. Please do not act on any such emails as You may compromise Your Personal Information by replying or by following links to a fraudulent website.

d) **AMENDMENTS TO THIS PRIVACY POLICY AND VALIDATION TO CONFIRM COMPLIANCE WITH LAW.**

The COMPANY may amend or change this Privacy Policy at its sole discretion at any time, and in accordance with the amendment provisions set out in the Terms of Use. The use of the information THE COMPANY collects at any given point is subject to the Privacy Policy in effect at the time of collection. If THE COMPANY makes any material changes THE COMPANY will notify You by email or by means of notice on the Product prior to the change becoming effective. THE COMPANY will post the most current Privacy Policy on the Product, and Your use of the Product is subject to the most current Privacy Policy as posted on the Product at any time.

a. **THE COMPANY'S PERIODIC REVIEW.** THE COMPANY will perform a periodic and timely review to ensure that THE COMPANY's Privacy Policy is compliant with Applicable Laws.

b. **YOUR PERIODIC REVIEW.** THE COMPANY encourages You to periodically check THE COMPANY's Privacy Policy for the latest information on THE COMPANY's current policy.

e) **DISCLAIMER**

If you choose to access the product, you do so at your own risk, and are responsible for complying with all local laws, rules and regulations. We may limit the availability of the product, in whole or in part, to any person, geographic area and/or jurisdiction we choose, at any time and in THE COMPANY's sole discretion. THE COMPANY's privacy policy does not cover the information practices of other companies and organizations who advertise THE COMPANY's services, and who may use cookies (defined below) and other technologies to serve and offer relevant advertisements. see complete limitation of liability provision and disclaimer and prohibited use requirements contained in the terms of use.

f) MISCELLANEOUS

If any portion of this Privacy Policy is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Privacy Policy as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Privacy Policy that is unlawful, void or unenforceable shall be stricken from this Privacy Policy. The insertions of headings are for convenient reference only and are not to affect the interpretation of this Privacy Policy.

g) CONTACT INFORMATION

If You have questions or concerns regarding THE COMPANY's policy or practices, please contact THE COMPANY's privacy officer by email at dynamispt1@gmail.com

h) EFFECTIVE DATE.

This Privacy Policy is effective as of the Effective Date.

2. COLLECTION OF USER INFORMATION INCLUDING PERSONAL INFORMATION

a) DISCLOSURE OF COLLECTION

Within this section of the Privacy Policy, THE COMPANY will provide You with notice that Your information is being collected when You first sign in to the Product. In the section of this Privacy Policy entitled "**3. Data Management**", THE COMPANY will be describing the manner in the section of this Privacy Policy entitled "**4. Data Usage**", You will also be notified about the nature for which the data will be used, how THE COMPANY processes the data, and how THE COMPANY works with third party service providers who will assist THE COMPANY to process the data.

b) COLLECTION OF PERSONAL INFORMATION

When You use the Product, THE COMPANY stores certain information about Your device and Your activities that You provide to THE COMPANY and that THE COMPANY automatically collects, including:

i. **REGISTRATION INFORMATION:** Your user registration information which includes the following personal information ("**Personal Information**"): first and last name, email address, date of birth and any other personal information collected in the forms sent to you upon inscription of the programme based on the information you have supplied to THE COMPANY, including the data collected under the PAR-Q forms;

ii. **TECHNICAL INFORMATION:** technical information about Your device such as the type of device, OS version, location, other browser information (e.g., size, connection speed, and connection type;

iii. **USER PREFERENCES COLLECTED AUTOMATICALLY:** Your User Preferences which THE COMPANY will collect and determine automatically through Cookies and traffic data as described below;

iv. **USER PREFERENCES SUPPLIED BY YOU:** Your user experience preferences and settings (time zone, language, etc.), as well as content and usage preferences (collectively, the "**User Preferences**"); and

v. **CONTENT SUPPLIED BY YOU: THE COMPANY** collects content that You upload, post, and/or share to THE COMPANY's Product which includes THE COMPANY's Social Media Services.

c) METHODS OF COLLECTION

We may collect electronic information from You from the following sources:

(i) **COLLECTION OF INFORMATION AT REGISTRATION.** Registration is required if You want to use the Product. You may need to register twice, once to the Digital Distributor and a second time after You have downloaded the Product from the Digital Distributor, using Your electronic device. As part of this registration, THE COMPANY will require that You submit certain information that is relevant to the purposes of the Product.

(ii) **COLLECTION THROUGH SOCIAL MEDIA:** If You are logged into social media websites or applications (such as Facebook, Instagram, Twitter, among others, and individually and collectively, "Social Media Services") on pages and/or locations that are related to THE COMPANY's Product, THE COMPANY may receive information from such Social Media, in which case THE COMPANY may collect and store information identifying Your account with the Social Media Services;

(iii) **COLLECTED THROUGH THE COMPANY's COMMUNICATIONS WITH YOU:** via email or through the Product, through messages or transaction information relating to Your use of the Product, through other End-User-generated content provided to THE COMPANY in the normal course of Your use of the Product, including but not limited to communications related to registration, evaluations, internal surveys, feedback information, usage information, correspondence with

THE COMPANY through technical support tools and/or email, by and Traffic Data (as described within this Privacy Policy);

(iv) **COLLECTED AUTOMATICALLY THROUGH ANALYTICS TOOLS: THE COMPANY** may collect and store information (including Personal Information) locally on Your device using mechanisms such as Product data caches, “Cookies” (cookies, pixel tags or other similar technologies which are small data files that are stored on an End-User's device for record-keeping purposes that track where You travel on the Product and what You look at, on single sessions or cumulated over time. Although Cookies are used by most major Products and are accepted by default by most Products, it may be possible to disable Cookies via Your settings), and through "traffic data" which collects the, route and destination of users and information on and through THE COMPANY's Product, as well as cookies that are stored temporarily on Your device.

d) PROCESSING OF COLLECTED INFORMATION

In the section of this Privacy Policy entitled “**4. Data Usage**”, You will also be notified about the nature for which the data will be used, how THE COMPANY processes the data, and how THE COMPANY works with third party service providers who will assist THE COMPANY to process the data.

3. DATA MANAGEMENT

a) VALIDATION AND CHANGES TO OF THE COMPANY's END USER-INFORMATION

(i) **VALIDATION:** THE COMPANY will validate the Personal Information to the best of its ability. THE COMPANY will validate Personal Information wherever possible, and any discrepancies discovered shall be corrected.

(ii) **CLIENTS COLLECTING INFORMATION ON BEHALF OF THEIR END-USERS:** If THE COMPANY is collecting the data on behalf of THE COMPANY's client, THE COMPANY will work with the Client to ensure that processes will be put in place to ensure that end users are given the chance to review and correct any data issues.

(iii) **REVIEW OF INFORMATION AND INDIVIDUAL ACCESS**: The COMPANY relies on You to ensure that the Personal Information You enter into THE COMPANY's system is as accurate, complete and up-to-date as necessary for the purposes for which it is to be used. Until the Personal Information Removal Date (as defined below), You may review or update Your Personal Information by submitting a request to review or update Your Personal Information to dynamispt1@gmail.com indicating that You are requesting such review or update, subject to the identity verification process set out below, and with the understanding that the COMPANY may make changes to Your Personal Information to meet the technological requirements of THE COMPANY's networks and media. Unless required to comply by law, THE COMPANY may reject access or modification requests that are unreasonably repetitive, require disproportionate technical effort, risk the privacy of others, or would be extremely impractical. Where THE COMPANY can provide information access and correction, and when required by law, THE COMPANY will do so for free.

(iv) **REMOVAL OF YOUR PERSONAL INFORMATION BY US OR BY YOU:** At any time and up to 12 months after Your account with THE COMPANY has been terminated or the maximum time period allowed by Applicable Law as described below, whichever is longer (this is the "**Personal Information Removal Date"**) the End User may request a copy of all of the End-User's User Data from the Product. After the Personal Information Removal Date, or upon Your specific request to dynamispt1@gmail.com to delete the Personal Information, such Personal Information shall be deleted by THE COMPANY within a reasonable period, unless:

a. **INFORMATION MAY BE RETAINED UNTIL A SYSTEM-WIDE BACKUP IS PURGED**: such data may continue to temporarily persist in THE COMPANY's system-wide business recovery back-ups (if any) until such time as the system-wide business recovery backup is deleted and replaced with data that does not include data collected during Your agreement term; however, You have no expectation of data retention whatsoever and acknowledge that backing up of Your own data is Your responsibility; or

b. **INFORMATION MAY BE RETAINED IF REQUIRED TO COMPLY WITH LAW**: such data may continue to temporarily persist to the extent that such information is required to be retained for compliance with Applicable Law (for example, to prevent, investigate, or identify possible wrongdoing in connection with the Product or to comply with legal obligations) and until such time as such information is no longer required for this purpose, however, You acknowledge that recovery of data is not permitted by You from within this system under these circumstances unless THE COMPANY is required and compelled to do so by law, and in such event, at Your sole expense.

(iii) **CHANGE REQUESTS MAY REQUIRE IDENTITY VERIFICATION ON YOUR PART:** When updating Your Personal Information, THE COMPANY may ask You to verify Your identity before THE COMPANY can act on Your request.

(iv) **TRACKING YOUR PREFERENCES.** THE COMPANY will capture and manage all End-User privacy preferences. There preferences will be tracked in the database and attached to Your End-User records. If the preferences are changed, the modifications will be incremental and added to an audit log. Tracking of Your consent to the collection, storage and use of Your Personal Information will also be recorded for the purposes of an audit log for consent.

b) STORAGE AND RETENTION

i. **STORAGE LOCATION.** If Your information is stored on computer systems in a country other than the country in which Your information was collected. In THE COMPANY's best efforts to protect Your data, storage locations will be selected in countries that have similar privacy laws. Foreign storage locations, if any, that may process or store Your data, will be listed and updated within Section 5 of this Privacy Policy, entitled "LIST OF THIRD-PARTY PROVIDERS AND END-USER DATA STORAGE PROVIDERS". Any such transfers will also be subject to audit and tracking requirements set forth in this Privacy Policy.

ii. DATA RETENTION:

a. **NON-PERSONAL INFORMATION:** Data that is non-Personal Information may be kept by THE COMPANY for an indefinite period however, this does not constitute a guarantee that THE COMPANY will keep the data indefinitely. This data will primarily be used in aggregate and anonymized format to drive business intelligence and analytics.

b. **OF PERSONAL INFORMATION:** Personal Information data will be kept until the Personal Data Removal Date (as defined above), with such deletion to be initiated by THE COMPANY or by the User, in the manner described above in the section entitled "Removal of Personal Information By THE COMPANY or by You."

c. **DATA RECOVERY BY YOU:** Other than information that THE COMPANY is required to retain and provide to You by law, The COMPANY runs a periodic backup of End User's User Data and may store the End-User's User Data as long as the End-User's account is current and active until expiry of the Data Retention Period.

d. **DATA RESTORES:** The COMPANY will not restore data unless it is available and then only if the COMPANY determines, in its sole discretion, that a data recovery is necessary.

e. **PERIODIC AUDIT.** THE COMPANY will perform routine audits at its sole discretion or on a schedule as required by Applicable Law to confirm deletion of the data has occurred in the manner described above in the section entitled "Removal of Personal Information By THE COMPANY or By You."

c) **SECURITY MEASURES: THE COMPANY** takes Your privacy very seriously. If You have a security related concern, please contact THE COMPANY at the contact details provided above. THE COMPANY will work closely with You to ensure a quick and personal response to Your concerns. In addition, THE COMPANY restricts unauthorised access through protective policies, procedures, and technical measures, including:

a. **SAFEGUARDS PROVIDED BY YOU:** To keep Your Personal Information secure, You are required to safeguard Your End-User name and password information in accordance with the Terms of Use.

b. **SAFEGUARDS PROVIDED BY US:** THE COMPANY will provide physical and electronic safeguards with regard to the storage of Personal Information as required by law, however, and pursuant to disclaimer provided in the Terms of Use, You understand that in order for the COMPANY to operate the Product, End-User Data may be transmitted by You to the COMPANY over the internet, public networks or otherwise, and You acknowledge that that no such data transmission can be guaranteed to be completely secure, and that, beyond THE COMPANY's requirements to provide a warranty on information security ***as required by law***, THE COMPANY cannot warrant the security of any information You transmit to us, and that You do so at Your own risk.

c. **ACTIONS IN THE EVENT OF DATA BREACH.** A "**Data Breach**" is defined as any non-authorized access to the storage locations of the data, or access to a storage location by an individual that is potentially suspected of having performed non-authorized activities. In the case where a Data Breach has occurred, if the COMPANY believes that the breach creates a real risk of significant harm to the end-users, the End-User will be notified in the manner as required by law, and all details regarding the impact to the End-User will be shared.

d) TRAINING THE COMPANY'S STAFF IN DATA MANAGEMENT:

a. **TRAINING OF THE COMPANY'S STAFF FOR HANDLING PERSONAL INFORMATION:** THE COMPANY's employees and contractors are required to adhere to standards and policies to ensure that Personal Information is secure and treated with the utmost care and respect. Furthermore, THE COMPANY limits access to Your Personal Information to those employees or contractors who THE COMPANY reasonably believe need to come into contact with that information in order to do their jobs and Personal Information will only be reviewed if anonymize of otherwise accessed on a "need-to-know" basis.

b. **EMPLOYEE COMPLIANCE.** All employees must read and attest to having read this Privacy Policy. Furthermore, as this Privacy Policy is evergreen, any time material changes are made to the document, employees will need to attest to having read and understand the changes to the document. From time to time, training shall be provided to employees on this Policy Privacy and Privacy issues required to be compliant with the applicable law.

4. DATA USAGE SCHEDULE TO THE PRODUCT LICENSE AGREEMENT

a) **USE AND DISCLOSURE OF PERSONAL INFORMATION.** THE COMPANY will not use or disclose Personal Information other than the purposes identified below (individually and collectively, the "**Purpose**"):

(i) **TO COMMUNICATE WITH YOU AND TO PROVIDE CUSTOMER SERVICE**: To Provide Customer Service and support, administrative messages, updates, and security alerts, to resolve disputes, and to troubleshoot problems;

(ii) **TO IMPROVE THE COMPANY's PRODUCT**: To fulfil Your requests or THE COMPANY's product roadmap for certain features of the Product, to customize, measure, and improve the Product including by analysing trends, tracking user movements on the Product, gathering demographic statistics about THE COMPANY's user base as a whole, and to assist THE COMPANY to measure THE COMPANY's performance and effectiveness of THE COMPANY's content, and to share THE COMPANY's performance information with others;

(iii) **TO IMPROVE THE COMPANY's CONTENT**: THE COMPANY may post Your social media content, testimonials, and other information provided by you;

(iv) **TO FULFIL THE COMPANY's BUSINESS GOALS:** to directly or indirectly offer or provide You with products and services that are based on THE COMPANY's analysis of Your needs as determined by THE COMPANY's analytics and the analytics of THE COMPANY's third-party processors, unless You opt out;

(v) **TO ENABLE THE COMPANY's COLLABORATORS TO FULFIL THEIR THE COMPANY's BUSINESS GOALS:** Where a third party to this Privacy Policy directly or indirectly provides the COMPANY with the ability to provide the Product to You, THE COMPANY may supply Personal Information to such Third Party in exchange for fulfilling THE COMPANY's Purpose and providing corresponding value to the third party, and such third parties are listed in Section 5 of this Privacy Policy entitled "List of Third Party Processors And End-User Data Storage Providers";

(vi) **IN THE EVENT OF AN ACQUISITION OF THE COMPANY:** In the event that the COMPANY, or all or a portion of THE COMPANY's business, or one or more of its divisions, is acquired by one or more third parties as a result of an acquisition, merger, sale, reorganization, consolidation, liquidation or another similar transaction, Your Personal Information shall be one of the transferred assets. To the extent that THE COMPANY is required to do so by law, you will be notified of any changes in ownership or use of Your Personal Information.

(vii) **TO ENFORCE THE COMPANY'S TERMS OF USE AND TO COMPLY WITH LAW:**

(1) to enforce THE COMPANY's rights against You or in connection with a breach by You of this Privacy Policy or the Terms of Use;
(2) to investigate or respond to suspected illegal or fraudulent activity or to protect the safety, rights, or property of us, THE COMPANY's users, or others;
(3) to prevent prohibited or illegal activities;
(4) to prevent situations involving potential threats to the physical safety of any person; or
(5) when required by any applicable law, rule, regulation, subpoena, or other legal process.

(viii) TO PROCESS PAYMENTS: To use certain services on the Product, THE COMPANY may require debit or credit card account information ("Debit or Credit Card Information"). By submitting Your Debit or Credit Card Information through the Product, You expressly consent to sharing of Your information with third-party payment processors and other third-party service providers.

(ix) TO FULFILL OTHER PURPOSES RELATED TO THE COMPANY'S PRODUCT: subject to Your explicit consent if consent is required by law.

b) **USE OF COOKIES AND USAGE DATA: THE COMPANY** may use session Cookies and usage data to fulfil the Purpose, by tracking information about You as related to Your usage of the Product, and correlating to other personally identifiable information collected while on the Product or connected to THE COMPANY's third party processors (as listed in Section 5 to this Privacy Policy entitled List Of "Third Party Providers And End-User Data Storage Providers"). THE COMPANY may also use Cookies that are created by the Product to secure Your login session and to help ensure the security of Your account.

c) **USE OF THIRD PARTIES TO ASSIST US TO IMPROVE THE PRODUCT AND TO ACHIEVE THE COMPANY's BUSINESS GOALS:** To fulfil the Purpose, THE COMPANY may share Personal Information or with THE COMPANY's affiliates, acquirers or third-party collaborator or vendors (as listed in Section 5 to this Privacy Policy entitled List Of "Third Party Providers And End-User Data Storage Providers"), subject to the following conditions:

i. **USE LIMITED TO SERVICE PROVIDED OR PURPOSE OF TRANSFER:** THE COMPANY's service providers are restricted from using Your Personal Information in any way other than for the service they are providing or as it relates to THE COMPANY's Purpose fulfilled by such transfer; this includes the use of Cookies by THE COMPANY's third parties so long as the use on such Cookies is to collect the same type of information for the same purposes as the Purpose.

ii. **THIRD PARTIES MUST ADHERE TO THE COMPANY's STANDARDS:** THE COMPANY ensures that such third parties maintain reasonable and appropriate safeguards that do not breach THE COMPANY's safeguards of security requirements set out In Section 3 of this Privacy Policy entitled "Data Management", or as otherwise required by law. If the use of Cookies by any third

party differs materially from the practices already listed, THE COMPANY will revise this document accordingly and notify existing users of the change(s).

d) RIGHTS TO CONTENT PROVIDED BY THE END-USER

i. **FOR INFORMATION YOU PROVIDE.** By posting content on the Application (the "**User Data**"), the End-User hereby grants to the COMPANY a worldwide, non-revocable, non-exclusive, perpetual, royalty-free, and sub-licensable right to use, create derivative works of, modify, and to distribute (including without limitation, distribution online, through multiple channels, and bundled with other applications or materials) such content, and further, the agrees to waive any moral rights to such User Data, and agrees that the COMPANY may modify or adapt the User Data in order to transmit, display or distribute it over other applications and in various media. The End-User agrees that the End-User will defend, indemnify and hold harmless the COMPANY from and against any Claims (as defined in the Agreement) arising from the nature of the content submitted and/or the ownership of End-User Data and any claims of infringement of third-party intellectual property related to such End-User Data.

ii. **FOR INFORMATION WE AUTOMATICALLY COLLECT: THE COMPANY Collection and Analysis of Data.** The COMPANY creates benefit to all of its End-Users by analysing the COMPANY Data for the purposes of Product improvements. The End-User agrees that the COMPANY shall have the right to collect and analyse data and other information relating to the provision, use and performance of various aspects of the COMPANY products and related systems and technologies, and the COMPANY will be free (during and after the Initial Term or subsequent Renewal Term) to (i) use such information and data to improve and enhance the COMPANY products generally, (ii) for other development, diagnostic and corrective purposes in connection with the Products

and Services, and (ii) disclose such data solely in aggregate, anonymous, and non-identifiable form that is in no way connected End-User or its business.

5. LIST OF THIRD-PARTY PROVIDERS AND END-USER DATA STORAGE PROVIDERS

- Trainerize
- Stripe