

Privacy Policy

1 GENERAL INFORMATION AND DISCLAIMER

The use of the websites of GestureTek Systems Inc., and GestureTek Health (www.gesturetek.com, www.gesturetekhealth.com and other sites belonging to the gesturetek.com or gesturetekhealth.com domains) (hereinafter referred to as the “Websites”), offered by GestureTek & GestureTek Health, sister companies duly incorporated pursuant to the laws of Canada, with registered office at 145 Front St. E, Toronto, ON, Canada (hereinafter referred to as “GestureTek & GestureTek Health”), implies in all cases the collection of certain information about its customers and service users.

This Privacy Policy is applicable to all customers, users, data subjects and/or other persons who contact GestureTek & GestureTek Health for any reason and who access the Websites (hereinafter referred to as the “Web users”).

This Privacy Policy contains a detailed description of the following: (i) the data collected about GestureTek & GestureTek Health customers and their employees, (ii) the purpose of processing such information and (iii) how the use of such information can be governed and controlled by GestureTek & GestureTek Health.

This Privacy Policy is applicable to all services offered on the Websites, along with any pages or services that could be added to the Websites in the future, and it is subject to the terms and conditions set out in the applicable regulations on data protection and on information society services and electronic commerce.

This privacy policy update meets the obligations of EU General Data Protection Regulation (GDPR).

2 CONTROLLERS

Unless stated otherwise, GestureTek & GestureTek Health are the controllers of the personal data collected by means of these Websites.

For any query, request or clarification regarding the processing of your personal data, you may contact the email and post addresses provided as follows: GestureTek, 145 Front St. E, Suite 106, Toronto, ON, Canada, M5A 1E3; or info@gesturetek.com.

3 THE PERSONAL DATA SUBJECT TO PROCESSING

For the purpose of rendering the services offered, GestureTek & GestureTek Health will process the following personal data:

- * Any initial data you voluntarily provide to us in your request for information from our company, your request to subscribe to our newsletters or your request to obtain the services offered by GestureTek & GestureTek Health. In each form, we will clearly and precisely specify which data you must provide on a mandatory basis to proceed with the application, request or service request you submit to us from time to time.
- * Any data that are generated or exchanged with you after your initial application in order to fulfill such initial application.
- * Any data generated in relation with the use of the Websites by using cookies and information from the log file, including the IP address, the kind of browser, the URLs, the number of clicks and the way in which the User interacts with links, domain names, landing pages and pages visited.
- * Any personal data you provide through a social network for the purpose of communicating with GestureTek & GestureTek Health. These data depend on the privacy settings of each user, the use each user makes of the social network and the own privacy policies of the social network in question.

The Web Users guarantee the authenticity and truthfulness of all data provided through the Websites and must update any information provided to GestureTek & GestureTek Health so that it matches the real and current situation at all times. The Web Users shall be held liable for any false or inaccurate statement and any damages this may cause to GestureTek & GestureTek Health or any third parties.

GestureTek & GestureTek Health shall manage the data collected pursuant to the applicable laws and in accordance with the terms and conditions set out in this Privacy Policy.

4 USE OF PERSONAL DATA

The personal data provided to GestureTek & GestureTek Health will be used to process and manage requests made by the Web Users to GestureTek & GestureTek Health at any time, regardless of whether these are for information, registration or obtaining the services offered by the company. GestureTek & GestureTek Health may also use personal data for the following purposes:

- * Managing and controlling the Web Users' transactions and offering services to them through the Websites, email, telephone, and other means of communication.
- * Sending, including by electronic means, promotional information about the products and services offered by GestureTek & GestureTek Health similar to those included in the requests received from its customers and/or Web Users.

5 AUTHORISATION FOR THE DATA PROCESSING

GestureTek & GestureTek Health are authorised to process your data for the purpose of managing and processing requests by Web Users as this is necessary for GestureTek & GestureTek Health to fulfill its contractual obligations in relation with such requests.

Regarding the dispatch of promotional information about products and services similar in nature to those requested or purchased by the Web Users, such processing is in the legitimate interest of GestureTek & GestureTek Health, which is expressly acknowledged by the data protection regulations and is expressly authorised in the regulations on information society services. Web Users may, now or at any other time, object to receiving commercial notices about GestureTek & GestureTek Health's products and services by sending an email message to info@gesturetek.com.

6 DATA DISCLOSURES, INTERNATIONAL TRANSFERS AND AUTOMATED DECISION-MAKING

GestureTek & GestureTek Health do not disclose data to third parties.

GestureTek & GestureTek Health do not adopt any decisions that could affect you in a significant manner based solely on automated processing of your data. All decision-making processes of our company related to your requests, services, queries or purchases are conducted with the involvement of a human being.

7 STORAGE PERIOD

The Web Users' personal data will be kept for as long as their relationship with GestureTek & GestureTek Health continues. After the relationship with the Web User has ended, GestureTek & GestureTek Health will keep the Web User's data for the legal statutes of limitations applicable to each processing, up to a maximum term of five (5) years after the relationship with the Web User has ended. In such case, the data will only be processed to demonstrate that we have fulfilled our legal or contractual obligations. Once such statutes of limitations have ended, their data will be deleted or, alternatively, anonymised.

8 SECURITY AND CONFIDENTIALITY MEASURES

APPLIED TO THE DATA

GestureTek & GestureTek Health have implemented and maintain administrative, technical and organizational measures appropriate to the kind of data it collects and subject to the terms and conditions set out in the applicable data protection regulations for the purpose of protecting the personal information provided to GestureTek & GestureTek Health against unauthorized or unlawful access and accidental loss, damage, alteration or destruction of data. Only authorized staff may access the personal information and they may only do so for the permitted business purposes. Notwithstanding the foregoing, criminal acts may be committed by third parties even where GestureTek & GestureTek Health uses all the means at its disposal to prevent such acts.

9 EXERCISING YOUR RIGHTS

You may exercise your rights to withdraw any consent you granted, to access, rectification, erasure, portability, restriction and/or objection to the processing of your personal data at any time and free of charge by sending a notice to our Data Protection Officer to the post and email addresses specified below: GestureTek, 145 Front St. E, Suite 106, Toronto, ON, Canada, M5A 1E3; or info@gesturetek.com.

GestureTek & GestureTek Health may review this Privacy Policy at any time. The current Privacy Policy will be available on the Websites at all times. Any updates thereto shall come into force immediately upon being published, which will be notified to all Web Users.

10 ACCEPTANCE

By providing their personal data to GestureTek & GestureTek Health and/or by using the Websites, the Web Users expressly accept that their personal data will be used for the purposes set out in this Privacy Policy, which include, inter alia, commercial notices and storage of their personal data.

11 APPLICABLE LAW AND COMPETENT JURISDICTION

The Websites and this Privacy Policy are governed by Canadian law. The parties expressly agree to submit any dispute arising from this Privacy Policy or any claim related to the contents and the services of the Websites to the courts of Ontario (Canada), waiving any other jurisdiction to which they may be entitled. Date of validity: 25 May 2018