

# Privacy Policy

**Last Updated: January 2021**

## Introduction

We respect your privacy and are committed to protecting it through this Privacy Policy (the “Policy”). This Policy describes the types of information we may collect from you or that you may provide to us when you use the services offered by our Site (“Services”), as well as our practices for collecting, using, keeping, protecting, and disclosing that information.

- **“We”** – This term and any applicable first-person pronouns (us, our, ours, etc.) refer to Abilities Workshop, Inc., the owner and operator of the Site.
- **“Site”** – This term refers to [www.searchablenow.com](http://www.searchablenow.com) and all affiliated websites.
- **“You” or “User”** – This term and any applicable second-person pronouns (your, yours, etc.) refer to you, as the user of the Site.

Please read this Policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use the Site. **By accessing or using the Site, you agree to this Policy and consent to our collection, use, disclosure, retention, and protection of your personal information as described in this Policy.**

This Policy applies to information we collect:

- On or through the Site (including desktop and mobile versions);
- When you register for or use the Services;
- In email, text, and other electronic messages between you and us;
- When you interact with our advertising and applications on third-party websites and services, if those advertisements or applications include links to this Policy; and
- When you interact with the Services through third-party social media platforms.

It does not apply to information collected by:

- Us offline or through any other means, including through any third party (including our affiliates and subsidiaries); or
- any third party (including our affiliates and subsidiaries), including through any application or content (including advertising) that may link to or be accessible through the Site.

## **1. Revisions To This Policy**

We reserve the right to revise, amend, or modify this Policy and our other policies and agreements at any time and in any manner. You should periodically check for any modifications to this Policy by re-visiting these terms. You should note the “Last Updated” date of this Policy, which appears at the top of this Policy. A changed “Last Updated” date indicates that this Policy has been updated or edited, and the updated or edited version supersedes any prior versions immediately upon posting. We will consider your continued use of the Site after we make changes to this Policy as your acceptance of the changes, so please check this Policy frequently for updates.

## **2. Are Minors Welcome?**

The Site is not intended for anyone under eighteen (18) years old. We prohibit anyone who does not meet the age requirements from accessing the Services. Minors must not use the Site. We do not knowingly collect or solicit any information from or about children, minors, or anyone under eighteen (18) years old, nor do we knowingly market to children, minors, or anyone under eighteen (18) years old. If you are under eighteen (18) years old, you must not submit information to us and must immediately leave the Site. If we learn that we have collected personal information from or about a minor, we will delete that information as quickly as possible. If you believe that we might have personal information from or about a minor, please contact us at [Admin@AbilitiesWorkshop.com](mailto:Admin@AbilitiesWorkshop.com)

## **3. What Types Of Information Do We Collect About You And How Is It Collected?**

We may collect several types of information from and about users of the Site, including information:

- by which you may be personally identified, including your name, postal address, email address, telephone number, or any other information that we collect that is defined as personal or personally identifiable information under law (“personal information”);
- information obtained during your commercial transactions on the Site including credit and debit card numbers, billing and shipping information, and order history;
- that is about you but individually does not identify you, including your age, gender, location, and any other optional information you provide about yourself; and
- about your Internet connection, IP address(es), device ID, the equipment you use to access the Site, and usage details.

We collect this information:

- Directly from you when you provide it on the Site;

- From your computer device or mobile phone;
- Automatically as you navigate through the Site through cookies, web beacons, and other tracking technologies; and,
- From third parties, for example, our technology providers.

### ***Information You Provide To Us***

The information we collect on or through the Site may include:

- Information that you provide by filling in forms associated with the Services, including information provided at the time of registering to use the Services, signing up for an account, engaging in commerce transactions, communicating with us, requesting further services, or reporting a problem with the Services, such as your social media username, password, and other access information;
- Records and copies of your correspondence (including but not limited to email addresses or usernames), if you contact us;
- Your responses to surveys that we might ask you to complete for research purposes;
- Details of transactions you carry out through the Site and of the fulfillment of your requests;
- Your search queries on the Site; and
- Your social media accounts used in connection with the Services.

### ***Information The Site Collects Through Automatic Data Collection Technologies***

As you navigate through and interact with the Site, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including details of your activities associated with the Services or the resources that you access and use on the Services, such as traffic data, location data, logs, and other communication data.

The information we collect automatically is statistical data and does not include personal information, but we may keep it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve the Services, including by allowing the Site to:

- Estimate the Services' audience size and usage patterns;
- Store information about your preferences, thus allowing customization of the Services according to your individual interests;

- Speed up your searches; and
- Recognize you when you return to the Services.

The technologies we use for this automatic data collection may include:

- **Browser Cookies.** A cookie is a small file placed on the hard drive of your browser. Your browser stores cookies in a manner associated with each website you visit. We use cookies to enable our servers to recognize your browser and tell us how and when you visit the Site and use the Services. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of the Site. Unless you have adjusted your browser setting so that it will refuse cookies, the Site's system will issue cookies when you direct your browser to the Site.
- **Flash Cookies.** Certain features of the Site may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on the Site. Flash cookies are not managed by the same settings as are used for browser cookies. For information about managing your privacy and security settings for Flash cookies, you can access your Flash management tools from Adobe's website.
- **Web Beacons.** Pages of the Site and/or our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit us, for example, to count users who have visited those pages (or opened an email) and for other related statistics (for example, recording the popularity of certain content and verifying system and server integrity).

We may tie this information to personal information about you that we collect from other sources or that you provide to the Site.

### ***Third-Party Use Of Cookies And Other Tracking Technologies***

Some content or applications, including advertisements, on the Site may be served by third parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use the Site. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control third-party tracking technologies or how third parties use them. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

### ***Social Networks And Third-Party Plug-Ins***

The Services may include plugins from social networks and other third parties. An example of a plugin is the Facebook® “Like” button. Where legally permitted, these plugins may communicate with and send information to the party that provided the plugin, even if you do not click on the plugin. This information may include your IP address, information about your browser and device, and the address of the webpage you are visiting on the Services. Loading, using, or clicking the plugins may also place, read, and transmit cookies. These cookies may contain a unique identifier the social network or other third party assigns you. The loading, functionality, and your use of the plugins are governed by the privacy policy and terms of the party that provided the plugin.

#### **4. How We Use Your Information**

We may use information that we collect about you or that you provide to us, including any personal information:

- To present the Site and its contents to you;
- To provide you with information, products, or services that you request from the Site;
- To provide you with notices about your account;
- To carry out our obligations and enforce our rights arising from any contracts, including but not limited to enforcement of the Terms of Use;
- To notify you about changes to the Services;
- To allow you to participate in any interactive features on the Services;
- To monitor and analyze trends, usage, and activities in connection with the Services and for marketing or advertising purposes;
- To analyze traffic on the Site and the Sites of third parties;
- To investigate and prevent unauthorized access to the Services, and other illegal activities;
- To personalize the Services’ content, features, or advertisements;
- To contact you about our own and third parties’ goods and services that may be of interest to you;
- To allow the Site to display advertisements to its advertisers’ target audiences;

- In any other way we may describe when you provide the information;
- To fulfill any other purpose for which you provide it; and
- For any other purpose with your consent.

## **5. With Whom Do We Share Your Information?**

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose personal information that we collect or that you provide as described in this Policy:

- To our subsidiaries and affiliates;
- To contractors, service providers, and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them;
- To a buyer or other successor in the event of a merger, joint venture, assignment, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us about our users is among the assets transferred; and
- To any other party with your consent.

We may disclose your personal information when we believe the third parties listed above need such information:

- To provide products or services to you;
- To administer the Site or other aspects of our business and Services;
- To provide customer service;
- To update account information;
- To forward updates, announcements, newsletters, and other communications;
- To respond to your communications and to communicate with you about the Site and activities related to the Services; or
- As otherwise authorized by you.

## 6. Special Cases

It is our policy not to use or share the personal information about users in ways unrelated to those described in this Policy without also providing you an opportunity to opt out or otherwise prohibit such unrelated uses. However, we may disclose personal information, or information regarding your use of the Services for any reason if, in our sole discretion, we believe that it is reasonable to do so, including:

- i. To cooperate with law enforcement authorities, government agencies, and private-party litigants seeking information about our users to the extent required by applicable law, or if we are legally advised to do so; examples of such cooperation may include but are not limited to: lawful criminal, civil, or administrative process or discovery requests, subpoenas, court orders, writs, or reasonable request of authorities or persons with the reasonable power to obtain such process;
- ii. To disclose information that is necessary to identify, contact, or bring legal action against someone who may be violating our Terms of Use or other policies;
- iii. To operate our Services properly; or
- iv. To protect the rights, property, or safety of us, our users, or the general public, including but not limited to disclosures for the purposes of fraud protection and credit risk reduction.

## 7. What Choices Do You Have About How We Use And Disclose Your Information?

We strive to provide you with choices about the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- ***Tracking Technologies And Advertising.*** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's website. To learn how you can manage your other cookies, visit [www.allaboutcookies.org/manage-cookies/](http://www.allaboutcookies.org/manage-cookies/). If you disable or refuse cookies, please note that some parts of the Site may then be inaccessible or not function properly.

We do not control third parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way.

## 8. Data Collection, Retention, Access, Correction, And Removal

Where you have provided your consent to the collection, use, and transfer of your personal

data, you may have the legal right to withdraw your consent under certain circumstances. To withdraw your consent, if applicable, contact us at [Admin@AbilitiesWorkshop.com](mailto:Admin@AbilitiesWorkshop.com). Please note that if you withdraw your consent, we may not be able to provide you with a particular product or service. We will explain the impact to you at the time to help you with your decision.

Except as otherwise permitted or required by applicable law or regulation, we will only retain your personal data for as long as necessary to fulfill the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. Under some circumstances, we may anonymize your personal data so that it can no longer be associated with you. We reserve the right to use that anonymous and de-identified data for any legitimate business purpose without further notice to you or your consent.

In some cases, you may access, correct, or remove your personal information by viewing, changing, or deleting the personal information in your profile or by contacting us at [Admin@AbilitiesWorkshop.com](mailto:Admin@AbilitiesWorkshop.com). We may not accommodate a request to provide, change, or remove information if we believe providing, changing, or removing the information would violate any law or legal requirement or cause the information to be incorrect. In the event such access, correction, or removal request is granted, we will use our best efforts to provide, correct, or remove any personal information under our control, subject to our discretion and/or applicable law.

## 9. **Our Commitment To Data Security**

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, change, and disclosure. All information you provide to us is stored on our secure servers behind firewalls.

**Warning:** The transmission of information over the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted through the Site. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures used by the Site.

## 10. **Links To Other Sites**

The Site may contain links to other websites. Please be aware that we do not operate, control, or endorse third-party sites that may be linked on the Site, nor are we responsible for the content or privacy practices of those other websites. We disclaim any responsibility for the information on other websites, and we do not make any warranties or representations that any linked sites (or even this Site) will function without error or interruption, that defects will be corrected, or that the Sites and their servers are free of viruses or other problems that may harm your computer. We encourage our users to be aware when they leave the Site and to read the privacy statements of any other website that collects personally identifiable information.

## **11. Do Not Track Policy**

Do Not Track (“DNT”) is a privacy preference that you can set in your browser. DNT is a way for you to inform websites and services that you do not want certain information about your webpage visits collected over time and across websites or online services. We are committed to providing you with meaningful choices about the information we collect and that is why we provide you the ability to opt out. However, we do not recognize or respond to any DNT signals as the Internet industry works toward defining exactly what DNT means, what it means to comply with DNT, and a common approach to responding to DNT. For more information, visit [www.allaboutdnt.com](http://www.allaboutdnt.com).

## **12. Your California Privacy Rights**

California Civil Code § 1798.83 permits users of the Site that are California residents to request certain information about our disclosure of personal information to third parties for their direct marketing purposes. To make this request, please contact us at [Admin@AbilitiesWorkshop.com](mailto:Admin@AbilitiesWorkshop.com).

Further, if you are a California resident and would like to opt out from the disclosure of your personal information to any third party for marketing purposes, please contact us at [Admin@AbilitiesWorkshop.com](mailto:Admin@AbilitiesWorkshop.com). Please be advised that if you opt out from permitting your personal information to be shared, you may still receive selected offers directly from us in accordance with California law.

The California Consumer Privacy Act of 2018 provides additional privacy rights and protections to California users; however, these additional rights and protections do not apply to us or your use of our Services, because we do not sell your data and/or because we do not meet the triggers set forth in the law.

## **13. Your Nevada Privacy Rights**

Nevada Revised Statute Chapter 603A provides Nevada residents who provide personal information to websites that meet certain thresholds with certain opt-out rights. However, we currently do not sell data triggering the opt-out right requirements in Nevada. Although we do not currently sell data, you may submit a Nevada opt-out request by contacting us at [admin@AbilitiesWorkshop.com](mailto:admin@AbilitiesWorkshop.com) which we will honor if we sell data at a future date.

## **14. International Users**

This Policy is intended to cover collection of information on or through our Site within our home jurisdiction. Some countries may require stricter privacy policies than those described in this document. If you are visiting our Site from such a country, please be aware that your information may be transferred to, stored, and processed in the country where our servers are located and our central databases are operated. The data protection and other laws of our home jurisdiction might not be as comprehensive as those in your country. By using our Services, you understand that your information may be transferred to our

facilities and those third parties with whom we share it as described in this Policy. When you provide personal information to us through the Services, you consent to the processing of your data in, and the transfer of your data to, our home jurisdiction or any other country in which we or our affiliates, subsidiaries, or service providers host these Services.

**15. No Third-Party Rights**

This Policy does not create rights enforceable by third parties or require disclosure of any personal information relating to users of the Services.