

# PRIVACY POLICY

**AlMasterclass Inc.**

**Last Updated: January 2025**

## 1. INTRODUCTION

AlMasterclass Inc. ("AlMasterclass," "we," "us," or "our") operates the AlMasterclass platform, including our website, mobile applications, and related services (collectively, the "Services"). This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you use our Services.

By accessing or using our Services, you agree to this Privacy Policy. If you do not agree with the terms of this Privacy Policy, please do not access the Services.

### **Contact Information:**

AlMasterclass Inc.

2583 Carling Ave

Ottawa, ON, Canada

Email: [support@almasterclass.org](mailto:support@almasterclass.org)

## 2. AGE RESTRICTIONS AND PARENTAL CONSENT

Our Services are intended for users who are at least 18 years of age. By using our Services, you represent and warrant that you are at least 18 years old.

If we discover that we have collected personal information from anyone under the age of 18 without verification of parental consent, we will delete that information immediately. If you believe we might have information from or about a child under 18, please contact us at [support@almasterclass.org](mailto:support@almasterclass.org).

## 3. INFORMATION WE COLLECT

### **3.1 Information You Provide to Us**

**Account Information:** When you create an account, we collect your name, email address, username, password, and profile information.

**Payment Information:** When you make purchases, we collect billing information including name, billing address, and payment method details. Payment processing is handled by our third-party payment processors (see Section 5).

**Course Information:** We collect information about your course enrollments, progress, assignments, certificates earned, and interactions with instructors and other students.

**Communications:** We collect information when you contact us, participate in forums, submit feedback, or communicate through our Services.

**User Content:** We collect content you create, upload, or share through our Services, including forum posts, assignments, and community contributions.

## 3.2 Information Collected Automatically

**Usage Data:** We automatically collect information about your interaction with our Services, including pages visited, features used, time spent, and referring sites.

**Device Information:** We collect device-specific information including IP address, browser type, operating system, device identifiers, and mobile network information.

**Cookies and Tracking Technologies:** We use cookies, web beacons, and similar technologies to collect information about your browsing activities. See Section 4 for details.

**Analytics Information:** We use third-party analytics services that collect information about your use of our Services to help us improve functionality and user experience.

# 4. COOKIES AND TRACKING TECHNOLOGIES

## 4.1 Our Use of Cookies

We use the following types of cookies:

- **Essential Cookies:** Required for basic site functionality
- **Analytics Cookies:** Help us understand how users interact with our Services
- **Advertising Cookies:** Used to deliver relevant advertisements and track campaign effectiveness
- **Preference Cookies:** Remember your settings and preferences

## 4.2 Third-Party Tracking Technologies

**Google Analytics:** Our Services use Google Analytics to collect and analyze usage information. Google Analytics uses cookies and similar technologies to collect information such as how often users visit our Services, what pages they visit, and what other sites they used prior to coming to our Services. We use the information from Google Analytics only to improve our

Services. Google's ability to use and share information collected by Google Analytics is restricted by the Google Analytics Terms of Service and Google's Privacy Policy.

**Meta Pixel (Facebook Pixel):** Our website uses the Meta Pixel, a tracking technology that collects information about your visit to our site. This may include pages visited, links clicked, and conversion actions. This information is shared with Meta (Facebook) and may be used for advertising purposes, including showing you relevant ads on Facebook and Instagram. You can opt out of this data collection by adjusting your Facebook ad preferences or using browser privacy tools.

**Additional Tracking Technologies:** We may use additional analytics and advertising technologies including but not limited to Google Ads, LinkedIn Insight Tag, Twitter Pixel, TikTok Pixel, and other marketing automation tools. Each of these services may collect information about your activities across websites and apps over time.

### 4.3 Your Cookie Choices

Most web browsers are set to accept cookies by default. You can usually choose to set your browser to remove or reject browser cookies. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of our Services.

## 5. PAYMENT PROCESSING

### 5.1 Third-Party Payment Processors

We use third-party payment processors including Stripe, Inc., PayPal, and other payment service providers to process payments for our Services. When you make a payment, your payment information is encrypted and transmitted directly to these payment processors. We do not store your complete payment card information on our servers.

**Stripe Disclosure:** For payments processed through Stripe, your payment information is subject to Stripe's Privacy Policy, which can be found at <https://stripe.com/privacy>. Stripe's collection and use of your personal information is governed by their privacy policy.

**PayPal Disclosure:** For payments processed through PayPal, your payment information is subject to PayPal's Privacy Statement, which can be found at <https://www.paypal.com/privacy>. PayPal's collection and use of your personal information is governed by their privacy statement.

### 5.2 Fraud Prevention

We and our payment processors use fraud detection and prevention services to protect against unauthorized transactions. This may involve sharing transaction-related information with third-party fraud prevention services.

### 5.3 Business Users

If you are using our Services on behalf of an organization, you represent that you have the authority to bind that organization to this Privacy Policy and that the organization agrees to be responsible for your use of our Services.

### 5.4 REFUND POLICY

**ALL SALES ARE FINAL AFTER 7 DAYS.** All programs and services are subject to a 7-day refund policy from the date of purchase. To request a refund, you must submit a written request to [support@almasterclass.org](mailto:support@almasterclass.org) within 7 days of your purchase date. No refunds will be granted after the 7-day period for any reason whatsoever. By making a purchase, you acknowledge and agree to this refund policy.

### 5.5 CHARGEBACKS AND PAYMENT DISPUTES

#### **BY MAKING A PURCHASE, YOU AGREE TO THE FOLLOWING:**

You will not file any chargebacks, disputes, claims, or reversals with your bank, credit card company, or payment provider for any reason after the 7-day refund period. Any attempt to file a chargeback, dispute, or reversal after the 7-day period constitutes a breach of these terms and may result in:

- Immediate termination of your account and access to all Services
- Legal action to recover the disputed amount plus all associated fees and costs
- Collection proceedings for the full amount of the dispute plus damages
- Reporting to credit agencies and fraud databases
- Recovery of all attorney's fees and legal costs incurred

You acknowledge that our digital products are delivered immediately upon purchase and that you have explicitly requested immediate performance of our Services. You waive any rights to withdraw from the purchase after digital delivery has commenced.

If you have any issues with your purchase, you must contact us directly at [support@almasterclass.org](mailto:support@almasterclass.org) within the 7-day refund period. Filing a chargeback instead of requesting a refund through our support channels will be considered fraudulent activity.

## 6. HOW WE USE YOUR INFORMATION

We use the information we collect for the following purposes:

- **Service Delivery:** To provide, maintain, and improve our Services
- **Account Management:** To create and manage your account
- **Transactions:** To process payments and deliver purchased courses

- **Communications:** To send service-related notices, updates, and promotional communications
- **Personalization:** To personalize your experience and deliver relevant content
- **Analytics:** To understand usage patterns and improve our Services
- **Security:** To detect, prevent, and address technical issues and protect against fraud
- **Legal Compliance:** To comply with legal obligations and enforce our terms
- **Marketing:** To market our Services to you, including through targeted advertising

## 7. HOW WE SHARE YOUR INFORMATION

We share your information in the following circumstances:

### 7.1 Service Providers

We share information with third-party service providers who perform services on our behalf, including:

- Payment processors
- Email service providers
- Analytics providers
- Customer support tools
- Cloud storage providers
- Marketing and advertising partners

### 7.2 Legal Requirements

We may disclose your information if required to do so by law or in response to valid requests by public authorities (e.g., court orders, government agencies).

### 7.3 Business Transfers

If we are involved in a merger, acquisition, or sale of assets, your information may be transferred as part of that transaction.

### 7.4 Instructors and Educational Partners

We may share limited information with course instructors and educational partners as necessary to provide educational services.

### 7.5 Consent

We may share your information with your consent or at your direction.

### 7.6 Aggregated Information

We may share aggregated or de-identified information that cannot reasonably be used to identify you.

## 8. INTERNATIONAL DATA TRANSFERS

Your information may be transferred to and processed in countries other than your country of residence, including Canada, the United States, and other countries where we or our service providers operate. These countries may have data protection laws that are different from the laws of your country.

We implement appropriate safeguards for international data transfers, including:

- Standard Contractual Clauses approved by relevant authorities
- Ensuring service providers maintain appropriate security measures
- Limiting access to personal information to authorized personnel

## 9. DATA RETENTION

We retain your information for as long as necessary to fulfill the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by law.

Our retention periods include:

- **Account Information:** Duration of account plus 7 years
- **Educational Records:** As required by applicable law and institutional policy
- **Usage Analytics:** 3 years from last platform access
- **Communications:** 3 years from date of communication
- **Marketing Consent:** Until consent is withdrawn

## 10. YOUR PRIVACY RIGHTS

### 10.1 General Rights

Depending on your location, you may have the following rights:

- **Access:** Request access to your personal information
- **Correction:** Request correction of inaccurate information
- **Deletion:** Request deletion of your information
- **Portability:** Request a copy of your information in a portable format
- **Restriction:** Request restriction of processing
- **Objection:** Object to certain processing activities
- **Withdrawal:** Withdraw consent where processing is based on consent

## 10.2 GDPR Rights (European Economic Area, UK, and Switzerland)

If you are located in the EEA, UK, or Switzerland, you have additional rights under the General Data Protection Regulation (GDPR):

- Right to lodge a complaint with a supervisory authority
- Right to know the legal basis for processing
- Right to object to automated decision-making

**Legal Bases for Processing:** We process your personal information under the following legal bases:

- **Contract:** Processing necessary to perform our contract with you
- **Consent:** Where you have given consent
- **Legitimate Interests:** Our legitimate business interests that do not override your rights
- **Legal Obligation:** Where processing is required by law

## 10.3 CCPA Rights (California Residents)

If you are a California resident, you have additional rights under the California Consumer Privacy Act (CCPA):

- Right to know what personal information is collected, used, shared, or sold
- Right to request deletion of personal information
- Right to opt-out of the sale of personal information (we do not sell personal information)
- Right to non-discrimination for exercising privacy rights

## 10.4 Other State Privacy Rights

Residents of Virginia, Colorado, Connecticut, Utah, and other states with comprehensive privacy laws may have similar rights. Please contact us to exercise your rights under applicable state law.

## 10.5 Canadian Privacy Rights

If you are a Canadian resident, you have rights under the Personal Information Protection and Electronic Documents Act (PIPEDA) and applicable provincial laws, including the right to access and correct your personal information.

# 11. USER-GENERATED CONTENT AND SECTION 230

## 11.1 Interactive Computer Service

We operate as an interactive computer service under U.S. federal law. We are not responsible for content posted by users, including reviews, comments, forum posts, or other user-generated materials. Users are solely responsible for their own content and any legal consequences arising from their posts.

## **11.2 Content Moderation**

While we are not obligated to monitor user content, we reserve the right to remove, edit, or refuse to post any content that violates our Terms of Service or Community Guidelines. Our content moderation decisions are made at our sole discretion.

## **11.3 No Endorsement**

The views and opinions expressed in user-generated content do not necessarily reflect our views. We do not endorse, support, represent, or guarantee the truthfulness, accuracy, or reliability of any user-generated content.

## **11.4 Reporting Violations**

If you believe any user content violates our policies or applicable law, please report it to us at [support@almasterclass.org](mailto:support@almasterclass.org).

# **12. DEFAMATION AND NEGATIVE CONTENT**

## **12.1 False and Defamatory Content**

We take false and defamatory content seriously. If you post false, defamatory, or malicious content about AlMasterclass, our instructors, or other users, you may be subject to legal action including but not limited to claims for defamation, libel, and damages.

## **12.2 Preservation of Evidence**

We reserve the right to preserve all information related to potentially defamatory content, including user information, IP addresses, and content history, for use in legal proceedings.

## **12.3 Removal Requests**

While we are protected by Section 230 for user-generated content, we will review requests to remove allegedly defamatory content. Such requests must be submitted in writing to [support@almasterclass.org](mailto:support@almasterclass.org) with specific identification of the content and a detailed explanation of why it is false and defamatory.

# **13. DATA SECURITY**



We implement appropriate technical and organizational measures to protect your information against unauthorized access, alteration, disclosure, or destruction. These measures include:

- Encryption of data in transit and at rest
- Regular security assessments and audits
- Access controls and authentication measures
- Employee training on data protection
- Incident response procedures

However, no method of transmission over the internet or electronic storage is 100% secure. While we strive to protect your information, we cannot guarantee absolute security.

## **14. LIMITATION OF LIABILITY**

**IMPORTANT: PLEASE READ THIS SECTION CAREFULLY AS IT LIMITS OUR LIABILITY TO YOU.**

### **14.1 NO LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALMASTERCLASS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES RESULTING FROM:

- YOUR USE OR INABILITY TO USE THE SERVICES
- ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY PERSONAL INFORMATION STORED THEREIN
- ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES
- ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY
- ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT
- ANY LOSS OF DATA OR CONTENT
- ANY STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES
- ANY EDUCATIONAL OUTCOMES OR LACK THEREOF
- ANY OTHER MATTER RELATING TO THE SERVICES

### **14.2 TOTAL LIABILITY CAP**

IN NO EVENT SHALL ALMASTERCLASS'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID TO

ALMASTERCLASS IN THE PAST SEVEN (7) DAYS, OR SEVEN DOLLARS (\$7.00), WHICHEVER IS GREATER.

### **14.3 NO WARRANTIES**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK.

### **14.4 EDUCATIONAL DISCLAIMER**

WE ARE AN EDUCATIONAL PLATFORM ONLY. WE DO NOT GUARANTEE ANY SPECIFIC RESULTS, OUTCOMES, OR EARNINGS FROM USING OUR SERVICES. EDUCATIONAL CONTENT IS FOR INFORMATIONAL PURPOSES ONLY. WE ARE NOT RESPONSIBLE FOR ANY DECISIONS OR ACTIONS YOU TAKE BASED ON OUR EDUCATIONAL CONTENT.

### **14.5 BASIS OF THE BARGAIN**

YOU ACKNOWLEDGE AND AGREE THAT ALMASTERCLASS HAS OFFERED ITS SERVICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND ALMASTERCLASS, AND THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND ALMASTERCLASS.

## **15. THIRD-PARTY LINKS AND SERVICES**

Our Services may contain links to third-party websites, services, or applications. We are not responsible for the privacy practices of these third parties. We encourage you to review the privacy policies of any third-party services you access through our Services.

## **15. MARKETING COMMUNICATIONS**

### **15.1 Promotional Communications**

With your consent, we may send you promotional emails about our Services, new courses, and other offerings. You can opt-out of these communications at any time by clicking the "unsubscribe" link in the email or contacting us.

### **15.2 Service Communications**

We may send you non-promotional, service-related communications that are necessary for your use of our Services. You cannot opt-out of these essential communications.

## **16. DO NOT TRACK**

Our Services do not currently respond to "Do Not Track" browser signals. However, you can control cookies and tracking technologies through your browser settings and the choices described in Section 4.

## **17. DISPUTE RESOLUTION AND ARBITRATION**

### **17.1 Binding Arbitration**

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.**

Any dispute, claim, or controversy arising out of or relating to this Privacy Policy or your use of our Services shall be resolved through binding individual arbitration rather than in court, except that you may assert claims in small claims court if your claims qualify.

The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association (AAA) and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes. The arbitration will be conducted in your county of residence unless we mutually agree to a different location.

### **17.2 Class Action Waiver**

**YOU AND ALMASTERCLASS AGREE THAT ALL DISPUTES WILL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY. YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION AGAINST US. THIS WAIVER IS ESSENTIAL TO OUR ARBITRATION AGREEMENT.**

If any court or arbitrator determines that the class action waiver is void or unenforceable for any reason, or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety.

### **17.3 Arbitration Costs**

Each party shall bear their own costs and attorney's fees in any arbitration proceeding. The parties shall equally share the arbitrator's fees and any filing fees. The prevailing party shall not be entitled to recover attorney's fees or costs.

### **17.4 Right to Opt Out**

You have the right to opt out of this arbitration provision by sending written notice of your decision to opt out to [support@almasterclass.org](mailto:support@almasterclass.org) within 30 days of first using our Services.

## **18. CHANGES TO THIS PRIVACY POLICY**

We may update this Privacy Policy from time to time. If we make material changes, we will notify you by email (if you have provided one) or by posting a notice on our Services prior to the change becoming effective. Your continued use of our Services after the effective date constitutes acceptance of the updated Privacy Policy.

## **19. ACCESSIBILITY**

We are committed to ensuring our Privacy Policy is accessible to individuals with disabilities. If you require this Privacy Policy in an alternative format, please contact us at [support@almasterclass.org](mailto:support@almasterclass.org).

## **20. CONTACT US**

If you have questions about this Privacy Policy or our privacy practices, please contact us at:

**AlMasterclass Inc.**

2583 Carling Ave

Ottawa, ON, Canada

Email: [support@almasterclass.org](mailto:support@almasterclass.org)

Privacy Officer: Data Protection Officer

For GDPR-related inquiries, EU residents may also contact our EU representative at the above address.

## **22. INDEMNIFICATION**

**YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ALMASTERCLASS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS, DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) ARISING FROM:**

- Your violation of this Privacy Policy or our Terms of Service
- Your violation of any third party's rights, including intellectual property rights
- Your use or misuse of the Services
- Any content you post, upload, or otherwise make available through the Services
- Your violation of any law, rule, or regulation

- Any claim that your content caused damage to a third party
- Any chargebacks, disputes, or reversals you initiate in violation of our refund policy
- Any false, misleading, or defamatory statements you make about AlMasterclass
- Your unauthorized access to or use of our Services
- Any breach of your representations and warranties

This indemnification obligation will survive the termination of your account and your use of the Services.

## 23. SEVERABILITY AND SURVIVAL

If any provision of this Privacy Policy is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Privacy Policy will otherwise remain in full force and effect and enforceable.

The following sections shall survive any termination of your use of our Services: Sections 5.4 (Refund Policy), 5.5 (Chargebacks and Payment Disputes), 11 (User-Generated Content and Section 230), 12 (Defamation and Negative Content), 14 (Limitation of Liability), 17 (Dispute Resolution and Arbitration), 22 (Indemnification), and this Section 23.

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### CALIFORNIA PRIVACY RIGHTS ADDENDUM

This addendum applies to California residents and supplements the information in our Privacy Policy.

#### Categories of Personal Information Collected:

- Identifiers (name, email, IP address)
- Commercial information (purchase history)
- Internet activity (browsing history on our Services)
- Education information
- Inferences drawn from above

**Sources:** Directly from you, automatically through your use of Services, from third parties

**Business Purposes:** As described in Section 6 of our Privacy Policy

**Sharing:** We share information with service providers and as described in Section 7. We do not sell personal information.

**Your Rights:** You may request access, deletion, or opt-out of sales (though we do not sell data). Contact us at [support@almasterclass.org](mailto:support@almasterclass.org) or call [toll-free number to be added].

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**EFFECTIVE DATE: January 2025**