



## Privacy Shield Statement

This Privacy Shield Policy ("Privacy Shield Policy") describes how The Predictive Index, LLC (the "Predictive Index," "we," or "us") collect, use, and disclose certain personally identifiable information that we receive in the US from the European Economic Area ("EEA") or Switzerland ("Personal Data"). This Privacy Shield Policy supplements our [Website Privacy Policy](#) and our [Respondent Privacy Policy](#) (together, the "Predictive Index Policies"), and unless specifically defined in this Privacy Shield Policy, the terms in this Privacy Shield Policy have the same meaning as the Predictive Index Policies.

The Predictive Index recognizes that the EEA and Switzerland have established strict protections regarding the handling of Personal Data, including requirements to provide adequate protection for Personal Data transferred outside of the EEA or Switzerland. To provide adequate protection for certain Personal Data received from customers, website users, assessment takers and other personal information received in the US, we comply with both the EU-US Privacy Shield and Switzerland-US Privacy Shield Frameworks (collectively, the "Privacy Shield") as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the EEA and Switzerland to the US (collectively, the "Privacy Shield Principles"). The Predictive Index has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this Privacy Shield Policy and the Privacy Shield Principles, the Privacy Shield Principles will govern. For more information about the Privacy Shield, see the US Department of Commerce's Privacy Shield website located at: <https://www.privacyshield.gov>. To review our representation on the Privacy Shield list, see the US Department of Commerce's Privacy Shield self-certification list located at: <https://www.privacyshield.gov/list>.

For purposes of enforcing compliance with the Privacy Shield, the Predictive Index is subject to the investigatory and enforcement authority of the US Federal Trade Commission.



## Personal Data Collection and Use

Our Predictive Index Policies describe the categories of Personal Data that we may receive in the US as well as the purposes for which we use that Personal Data. The Predictive Index will only process Personal Data in ways that are compatible with the original purpose for which it was collected, or for purposes the individual later authorizes. Before we use your Personal Data for a purpose that is materially different than the purpose we collected it for or that you later authorized, we will provide you with the opportunity to opt out. The Predictive Index maintains reasonable procedures to help ensure that Personal Data is reliable for its intended use, accurate, complete, and current.

We may collect the following categories of sensitive Personal Data: certain demographic information that may include information regarding gender, nationality, and/or racial origin. When we collect sensitive Personal Data, we will obtain your express opt-in consent where the Privacy Shield requires, including if we disclose your sensitive Personal Data to third parties, or before we use your sensitive Personal Data for a different purpose than we collected it for or than you later authorized.

## Data Transfers to Third Parties

**Third-Party Agents or Service Providers.** We may transfer Personal Data to our third-party agents, resellers, licensees, or service providers who perform functions on our behalf or on behalf of our customers as described in our Predictive Index Policies. Where required by the Privacy Shield, we enter into written agreements with those third-party agents, resellers, licensees, and service providers requiring them to provide the same level of protection the Privacy Shield requires and limiting their use of the data to the specified services provided on our behalf or on behalf of our customers. We take reasonable and appropriate steps to ensure that third-party agents, resellers, licensees, and service providers process Personal Data in accordance with our Privacy Shield obligations and to stop and remediate any unauthorized processing. Under certain circumstances, we may remain liable for the acts of our third-party agents, resellers,



licensees, or service providers who perform services on our behalf or on behalf of our customers for their handling of Personal Data that we transfer to them.

Third-Party Data Controllers; Limitation on Use and Disclosure. In some cases we may transfer Personal Data to unaffiliated third-party data controllers, including our customers. These third parties do not act as agents or service providers and are not performing functions on our behalf. We may transfer your Personal Data to third-party data controllers for the purposes described in our Predictive Index Policies. We will only provide your Personal Data to third-party data controllers where you have opted-in to such disclosures. Any sensitive Personal Data you may have elected to provide to us is for the internal use of the Predictive Index only, and will not be provided to third parties at all without your express written consent. We enter into written contracts with any unaffiliated third-party data controllers requiring them to provide the same level of protection for Personal Data the Privacy Shield requires. We also limit their use of your Personal Data so that it is consistent with any consent you have provided and with the notices you have received. If we transfer your Personal Data to one of our affiliated entities within our corporate group, we will take steps to ensure that your Personal Data is protected with the same level of protection the Privacy Shield requires.

**Disclosures for National Security or Law Enforcement.** Under certain circumstances, we may be required to disclose your Personal Data in response to valid requests by public authorities, including to meet national security or law enforcement requirements.

## **Security**

We maintain reasonable and appropriate security measures to protect Personal Data from loss, misuse, unauthorized access, disclosure, alteration, or destruction in accordance with the Privacy Shield.

## **Access Rights**

You may have the right to access the Personal Data that we hold about you and to request that we correct, amend, or delete it if it is inaccurate or processed in violation of the Privacy Shield. These access rights may not apply in some cases, including where



providing access is unreasonably burdensome or expensive under the circumstances, or where it would violate the rights of someone other than the individual requesting access. If you would like to request access to, correction, amendment, or deletion of your Personal Data, you can submit a written request to the contact information provided below. We may request specific information from you to confirm your identity. In some circumstances we may charge a reasonable fee for access to your information. If we have entered into a contractual agreement with a customer to administer assessments, we will refer your access request to our customer for response.

### **Questions or Complaints**

In compliance with the Privacy Shield Principles, the Predictive Index commits to resolve complaints about our collection or use of your Personal Data. EEA or Swiss individuals with inquiries or complaints regarding this Policy should first contact us at:

The Predictive Index, LLC  
101 Station Drive  
Westwood, MA 02090  
ATTN: Privacy  
Phone: 800-832-8884  
Email: [privacy@predictiveindex.com](mailto:privacy@predictiveindex.com)

We will investigate and attempt to resolve any complaints or disputes regarding the use or disclosure of your Personal Data within 45 days of receiving your complaint.

The Predictive Index has further committed to refer unresolved Privacy Shield complaints to JAMS, an alternative dispute resolution provider located in the United States. If you do not receive timely acknowledgement of your complaint from us, or if we have not addressed your complaint to your satisfaction, please contact JAMS or visit the JAMS [website](#) for more information or to file a complaint. The services of JAMS are provided at no cost to you.



**Binding Arbitration** You may have the option to select binding arbitration for the resolution of your complaint under certain circumstances, provided you have taken the following steps: (1) raised your complaint directly with the Predictive Index and provided us the opportunity to resolve the issue; (2) made use of the independent dispute resolution mechanism identified above; and (3) raised the issue through the relevant data protection authority and allowed the US Department of Commerce an opportunity to resolve the complaint at no cost to you. For more information on binding arbitration, see US Department of Commerce's Privacy Shield Framework: Annex I (Binding Arbitration).

## **Contact Us**

If you have any questions about this Policy or would like to request access to your Personal Data, please contact us as follows:

The Predictive Index, LLC  
101 Station Drive  
Westwood, MA 02090  
ATTN: Privacy  
Phone: 800-832-8884  
Email: [privacy@predictiveindex.com](mailto:privacy@predictiveindex.com)



## Changes To This Policy

*We reserve the right to amend this Policy from time to time consistent with the Privacy Shield's requirements.*

Effective Date: September 1, 2017

[Website Privacy Policy](#)

[Respondent Privacy Policy](#)