

## **Fitbit, Inc.: EU-U.S. Privacy Shield Privacy Policy - Consumer Data**

**Last Updated: September 28, 2016**

Fitbit, Inc. (“Fitbit”) respects your concerns about privacy. Fitbit participates in the EU-U.S. Privacy Shield (“Privacy Shield”) framework issued by the U.S. Department of Commerce. Fitbit commits to comply with the Privacy Shield Principles with respect to Consumer Personal Data the company receives from the EU in reliance on the Privacy Shield. This Policy describes how Fitbit implements the Privacy Shield Principles for Consumer Personal Data.

For purposes of this Policy:

“Consumer” means any natural person who is located in the EU, but excludes any individual acting in his or her capacity as an Employee.

“Controller” means a person or organization which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

“Employee” means any current, former or prospective employee of Fitbit or any of its European affiliates, or any related individual whose Personal Data Fitbit processes in connection with an employment relationship, who is located in the EU. For purposes of this Policy, “Employee” includes any temporary worker, intern, or other non-permanent employee of Fitbit or any of its European affiliates.

“EU” means the European Union and Iceland, Liechtenstein and Norway.

“Personal Data” means any information, including Sensitive Data, that is (i) about an identified or identifiable individual, (ii) received by Fitbit in the U.S. from the EU, and (iii) recorded in any form.

“Privacy Shield Principles” means the Principles and Supplemental Principles of the Privacy Shield.

“Processor” means any natural or legal person, public authority, agency or other body that processes Personal Data on behalf of a Controller.

“Sensitive Data” means Personal Data specifying medical or health conditions, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life, the commission or alleged commission of any offense, any proceedings for any offense committed or alleged to have been committed by the individual or the disposal of such proceedings, or the sentence of any court in such proceedings.

Fitbit’s Privacy Shield certification can be found at <https://www.privacyshield.gov/list>. For more information about the Privacy Shield Principles, please visit <https://www.privacyshield.gov/EU-US-Framework>. For more information about Fitbit’s processing of Consumer Personal Data, please visit Fitbit’s [Privacy Policy](#).

## **Types of Personal Data Fitbit Collects**

Fitbit collects Personal Data directly from Consumers. This collection occurs, for example, when a Consumer activates or synchs his or her Fitbit device, creates a Fitbit account, adds information to his or her account, visits Fitbit's websites, contacts Fitbit or purchases products from Fitbit. Fitbit may use this information to:

- provide products and services;
- process payments;
- create and manage Consumers' accounts;
- send promotional materials and other communications;
- communicate with Consumers about, and administer Consumers' participation in, special events, contests, sweepstakes, programs, offers, surveys and market research;
- respond to inquiries;
- operate, evaluate and improve Fitbit's business (including developing new products and services; enhancing and improving Fitbit's services; managing Fitbit's communications; analyzing Fitbit's products and customer base; performing data analytics; and performing accounting, auditing and other internal functions);
- verify Consumers' identity;
- protect against, identify and prevent fraud and other unlawful activity, claims and other liabilities; and
- comply with and enforce applicable legal requirements, relevant industry standards, contractual obligations and Fitbit's policies.

Fitbit also may use the information in other ways for which Fitbit provides specific notice at the time of collection. In addition, Fitbit obtains Personal Data, such as contact information, of its vendors' representatives. Fitbit uses this information to manage its relationships with its vendors.

The types of Personal Data Fitbit collects in connection with these activities includes:

- contact information (such as name, postal address, telephone number and email address);
- height, weight, gender and age;
- information about steps taken, calories burned, heartrate and sleep habits;
- payment card information;
- login credentials for the company's websites; and
- other personal information found in content that Consumers provide.

Fitbit's privacy practices regarding the processing of Consumer Personal Data comply with the Privacy Shield Principles of Notice; Choice; Accountability for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; and Recourse, Enforcement and Liability.

## **Notice**

Fitbit provides information in this Policy and the company's [Privacy Policy](#) about its Consumer Personal Data practices, including the types of Personal Data Fitbit collects, the types of third parties to which Fitbit discloses the Personal Data and the purposes for doing so, the rights and choices Consumers have for limiting the use and disclosure of their Personal Data, and how to contact Fitbit about its practices concerning Personal Data. Privacy notices pertaining to specific data processing activities also may contain relevant information.

## **Choice**

Fitbit generally offers Consumers the opportunity to choose whether their Personal Data may be (i) disclosed to third-party Controllers or (ii) used for a purpose that is materially different from the purposes for which the information was originally collected or subsequently authorized by the relevant Consumer. To the extent required by the Privacy Shield Principles, Fitbit obtains opt-in consent for certain uses and disclosures of Sensitive Data. Consumers may contact Fitbit as indicated below regarding the company's use or disclosure of their Personal Data. Unless Fitbit offers Consumers an appropriate choice, the company uses Personal Data only for purposes that are materially the same as those indicated in this Policy or the company's Privacy Policy.

Fitbit may disclose Consumer Personal Data without offering an opportunity to opt out, and may be required to disclose the Personal Data, (i) to third-party Processors the company has retained to perform services on its behalf and pursuant to its instructions, (ii) if it is required to do so by law or legal process, or (iii) in response to lawful requests from public authorities, including to meet national security, public interest or law enforcement requirements. Fitbit also reserves the right to transfer Personal Data in the event of an audit or if the company sells or transfers all or a portion of its business or assets (including in the event of a merger, acquisition, joint venture, reorganization, dissolution or liquidation).

## **Accountability for Onward Transfer of Personal Data**

This Policy and Fitbit's [Privacy Policy](#) describe Fitbit's sharing of Consumer Personal Data.

Except as permitted or required by applicable law, Fitbit provides Consumers with an opportunity to opt out of sharing their Personal Data with third-party Controllers. Fitbit requires third-party Controllers to whom it discloses Consumer Personal Data to contractually agree to (i) only process the Personal Data for limited and specified purposes consistent with the consent provided by the relevant Consumer, (ii) provide the same level of protection for Personal Data as is required by the Privacy Shield Principles, and (iii) notify Fitbit and cease processing Personal Data (or take other reasonable and appropriate remedial steps) if the third-party Controller determines that it cannot meet its obligation to provide the same level of protection for Personal Data as is required by the Privacy Shield Principles.

With respect to transfers of Consumer Personal Data to third-party Processors, Fitbit (i) enters into a contract with each relevant Processor, (ii) transfers Personal Data to each such Processor

only for limited and specified purposes, (iii) ascertains that the Processor is obligated to provide the Personal Data with at least the same level of privacy protection as is required by the Privacy Shield Principles, (iv) takes reasonable and appropriate steps to ensure that the Processor effectively processes the Personal Data in a manner consistent with Fitbit's obligations under the Privacy Shield Principles, (v) requires the Processor to notify Fitbit if the Processor determines that it can no longer meet its obligation to provide the same level of protection as is required by the Privacy Shield Principles, (vi) upon notice, including under (v) above, takes reasonable and appropriate steps to stop and remediate unauthorized processing of the Personal Data by the Processor, and (vii) provides a summary or representative copy of the relevant privacy provisions of the Processor contract to the Department of Commerce, upon request. Fitbit remains liable under the Privacy Shield Principles if the company's third-party Processor onward transfer recipients process relevant Personal Data in a manner inconsistent with the Privacy Shield Principles, unless Fitbit proves that it is not responsible for the event giving rise to the damage.

## **Security**

Fitbit takes reasonable and appropriate measures to protect Consumer Personal Data from loss, misuse and unauthorized access, disclosure, alteration and destruction, taking into account the risks involved in the processing and the nature of the Personal Data.

## **Data Integrity and Purpose Limitation**

Fitbit limits the Consumer Personal Data it processes to that which is relevant for the purposes of the particular processing. Fitbit does not process Consumer Personal Data in ways that are incompatible with the purposes for which the information was collected or subsequently authorized by the relevant Consumer. In addition, to the extent necessary for these purposes, Fitbit takes reasonable steps to ensure that the Personal Data the company processes is (i) reliable for its intended use, and (ii) accurate, complete and current. In this regard, Fitbit relies on its Consumers to update and correct the relevant Personal Data to the extent necessary for the purposes for which the information was collected or subsequently authorized. Consumers may contact Fitbit as indicated below to request that Fitbit update or correct relevant Personal Data.

Subject to applicable law, Fitbit retains Consumer Personal Data in a form that identifies or renders identifiable the relevant Consumer only for as long as it serves a purpose that is compatible with the purposes for which the Personal Data was collected or subsequently authorized by the Consumer, as appropriate.

## **Access**

Consumers generally have the right to access their Personal Data. Accordingly, where appropriate, Fitbit provides Consumers with reasonable access to the Personal Data Fitbit maintains about them. Fitbit also provides a reasonable opportunity for those Consumers to correct, amend or delete the information where it is inaccurate or has been processed in violation of the Privacy Shield Principles, as appropriate. Fitbit may limit or deny access to Personal Data where the burden or expense of providing access would be disproportionate to the risks to the Consumer's privacy in the case in question, or where the rights of persons other than the

Consumer would be violated. Consumers may request access to their Personal Data by contacting Fitbit as indicated below.

### **Recourse, Enforcement and Liability**

Fitbit has mechanisms in place designed to help assure compliance with the Privacy Shield Principles. Fitbit conducts an annual self-assessment of its Consumer Personal Data practices to verify that the attestations and assertions the company makes about its Privacy Shield privacy practices are true and that the company's privacy practices have been implemented as represented and in accordance with the Privacy Shield Principles.

Consumers may file a complaint concerning Fitbit's processing of their Personal Data. Fitbit will take steps to remedy issues arising out of its alleged failure to comply with the Privacy Shield Principles. Consumers may contact Fitbit as specified below about complaints regarding the company's Consumer Personal Data practices.

If a Consumer's complaint cannot be resolved through Fitbit's internal processes, Fitbit will cooperate with JAMS pursuant to the JAMS International Mediation Rules, available on the JAMS website at [www.jamsadr.com/international-mediation-rules](http://www.jamsadr.com/international-mediation-rules). Consumers may launch a Privacy Shield case by visiting <https://www.jamsadr.com/eu-us-privacy-shield>. JAMS mediation may be commenced as provided for in the relevant JAMS rules. The mediator may propose any appropriate remedy, such as deletion of the relevant Personal Data, publicity for findings of noncompliance, payment of compensation for losses incurred as a result of noncompliance, or cessation of processing of the Personal Data of the Consumer who brought the complaint. The mediator or the Consumer also may refer the matter to the U.S. Federal Trade Commission, which has Privacy Shield investigatory and enforcement powers over Fitbit. Under certain circumstances, Consumers also may be able to invoke binding arbitration to address complaints about Fitbit's compliance with the Privacy Shield Principles.

### **How to Contact Fitbit**

To contact Fitbit with questions or concerns about this Policy or Fitbit's Consumer Personal Data practices:

Write to:

Privacy Officer  
Fitbit, Inc.  
405 Howard Street  
San Francisco, CA 94105  
Email: [privacy@fitbit.com](mailto:privacy@fitbit.com)