



Magnifi

PRIVACY AND DATA PROTECTION POLICY

Introduction

MindShare Technologies Inc., doing business as Magnifi (“Magnifi”, “us” or “we”), is committed to protecting each User’s (as such term is defined in the Terms of Use) (“you” or “your”) privacy and confidentiality in accordance with its obligations under the *Personal Information Protection and Electronic Documents Act* (“PIPEDA”) and other applicable privacy and data protection legislation. For Users located in the European Economic Area (the “EEA”), all collection, use, processing and disclosure of personal data is carried out in accordance with the Regulations (EU) 2016/679 of the European Parliament and of Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, known as the General Data Protection Regulation (GDPR).

This Privacy and Data Protection Policy (this “Policy”) explains how we will collect, use, process, disclose and safeguard your Personal Information (as defined below). We urge you to read this Policy carefully in order to gain a clear understanding of how Magnifi may collect, use, process or disclose, as well as safeguard, your Personal Information in the course of your use of our Services (as defined in our Terms of Use).

Magnifi has appointed a Privacy and Data Protection Officer who is primarily responsible for the implementation of this Policy and the collection, use, processing, disclosure and safeguarding of Personal Information (as defined below) by Magnifi and its staff in accordance with applicable laws. Contact information for Magnifi’s Privacy and Data Protection Officer is set out below.

By registering for and using the Services, you agree to the terms of this Policy. This Policy covers the following:

1. What is Personal Information?
2. What Personal Information Does Magnifi Collect?
3. Why Does Magnifi Collect your Personal Information?
4. How Does Magnifi Collect your Personal Information?
5. Providing and Withdrawing your Consent
6. How Does Magnifi Use and Process your Personal Information?
7. When May Magnifi Disclose your Personal Information?
8. How Can You Access or Correct any Inaccuracies in your Personal Information?
9. How Does Magnifi Protect your Personal Information?



10. Links to other Websites
11. Cookies and other Technologies
12. Data Breaches
13. Questions Relating to your Privacy and Data Protection; Resolving your Privacy Concerns
14. Changes to this Privacy and Data Protection Policy

In the delivery of its application, services and website, Magnifi complies with the guiding principals of applicable laws and specifically with the following principles set out in Schedule I to PIPEDA:

Principle 4.1 (Accountability) – An organization is responsible for personal information under its control and must designate an individual responsible for compliance with PIPEDA (Magnifi’s Privacy and Data Protection Officer);

Principle 4.2 (Identifying Purposes) – An organization must specify why it is collecting personal information, and such purposes must be identified at or before the information is collected;

Principle 4.3 (Consent) – An organization must obtain an individual’s consent for the collection of personal information and subsequent use, processing and disclosure;

Principle 4.4 (Limiting Collection) – An organization must limit the collection of information to that which is necessary for the identified purposes;

Principle 4.5 (Limiting Use, Processing, Disclosure and Retention) – An organization must not use, process or disclose personal information for a purpose other than for which it was collected, except with the consent of the individual or where required or permitted by law;

Principle 4.6 (Accuracy) – An organization must ensure that personal information it maintains is accurate, complete and up to date;

Principle 4.7 (Safeguards) – An organization must take appropriate safeguards to protect personal information;

Principle 4.8 (Openness) – An organization must be open about its policies and practices;

Principle 4.9 (Individual Access) – An organization must provide individuals with a right of access to their personal information, subject to certain restrictions as set out in PIPEDA; and

Principle 4.10 (Challenging Compliance) – An organization must advise individuals of its complaint procedures.



1. What is Personal Information?

“Personal Information” means any information, recorded in any form, about an identified individual or an individual whose identity may be inferred or determined from such information, other than business contact information (e.g. name, date of birth, mailing address, telephone number, email address).

This Policy does not cover business contact information or aggregated data from which the identity of an individual cannot be determined. Magnifi retains the right to use and process business contact information and aggregated data in any way that it determines appropriate, subject to applicable laws.

2. What Personal Information Does Magnifi Collect?

We collect information you provide directly to us when you become a User. Some examples of the type of information we collect when you create or modify your account, request on-demand or schedule knowledge services, contact support, or otherwise communicate with us includes: name, email, telephone number, date of birth, mailing address, IP address, profile picture, video, social media details, payment method, banking information and other information you choose to provide.

If you provide us with your social media details, we may retrieve publicly available information about you from social media.

We may also collect non-personally identifiable information about your use of our Services when you interact with or use our Services, or respond to e-mails, newsletters or promotional or other information communications.

3. Why Does Magnifi Collect and Process Personal Information?

Magnifi may use and process the Personal Information you provide to:

- (a) Maintain and improve our Services, including, for example, to authenticate your identity, to assess your eligibility to use our services, to facilitate payments, send receipts, open and administer your account, provide products and services you request (and related information), develop new features, provide User support, develop features, send product updates and administrative messages, and to ensure that your Personal Information is correct and up-to-date;
- (b) Perform internal operations, including, for example, to prevent fraud, money laundering and abuse of our Services or other unauthorized or illegal activities; to troubleshoot software bugs and operational problems; to conduct data analysis, testing, and research; and to monitor and analyze usage and activity trends;
- (c) Send or facilitate communications for Users in connection with your use of certain features;
- (d) Send you communications we think will be of interest to you, including



information about products, services, promotions, news, and events of Magnifi;

- (e) Receive and share feedback from Users;
- (f) Personalize, manage and improve the Services; and
- (g) For other purposes, as may be identified from time to time, either prior to or at the time of collecting your Personal Information, or as permitted or required by law.

4. How Does Magnifi Collect your Personal Information?

Magnifi obtains most of your Personal Information directly from you, whether in person, over the phone, by mail, or over the Internet. On occasion, we may collect Personal Information about you from third-parties, such as from those who are authorized by you to disclose your Personal Information to us, from government agencies or from public sources or records. Magnifi only collects Personal Information for purposes that would be considered reasonable in the circumstances and only such information as is required for the purposes of providing its Services. We use only fair and lawful methods to collect Personal Information and will only collect your Personal Information with your consent or as otherwise permitted or required by law.

5. Providing and Withdrawing your Consent

Unless permitted by law, no Personal Information is collected, without first obtaining the consent of the individual concerned to the collection, use, processing and disclosure of that information. **While we may on occasion seek your express consent, by registering for and using the Services, you consent to our collection, use, processing and disclosure of your Personal Information and agree to the terms of this Policy.** We will seek your express consent to collect, use, disclose or process your Personal Information where required by applicable law.

Additionally, we will seek consent to use, process and disclose Personal Information after it has been collected in those cases where we wish to use or process the information for a new or different purpose where the individual concerned has not already consented to such a use or processing of their personal information.

Any consent will always be entirely voluntary. However, if you do not grant the required consent or if you withdraw a consent to the collection, use, processing or disclosure of your Personal Information, use of the Services may not be possible.

Withdrawing your Consent

In most cases and subject to legal and contractual restrictions, you are free to refuse or withdraw your consent to the collection, use, processing or disclosure by Magnifi of your Personal Information when using the Services or by contacting Magnifi's Privacy and Data Protection Officer. However, the withdrawal of your consent is not retroactive. It should be noted that in certain circumstances, our Services can only be offered if you provide us with your Personal Information. Consequently, if you choose not to provide us with the required Personal Information, we may not be able to offer you the use of our Services. We will inform you of the



consequences of the withdrawal of consent.

Notwithstanding anything in this Policy, we will, from time to time, seek consent from you to use, process or disclose your Personal Information collected for a purpose other than the purposes set out herein. If you provide us with the Personal Information of other individuals, you are responsible for obtaining the consent of the individuals from whom you collect any Personal Information at the time of collection in accordance with all applicable privacy laws.

6. How Does Magnifi Use and Process Your Personal Information?

We use and process the information we collect to provide you with the Services and to respond to your questions. We also use and process it to provide a better user experience and to continue improving the quality of our Services. We may use or process Personal Information and other information to communicate with you about our Services, including updates or newsletters, or to deliver content that may be of interest to you.

We also use and process the information we collect to ensure that our application, services or website remain functioning and secure, or to investigate, prevent or act on any illegal activities or violations of the Terms of Service. Our use and processing of Personal Information is limited to the purposes described in this Policy and Magnifi does not otherwise sell, trade, barter, exchange or disclose for consideration any Personal Information it has obtained.

7. When May Magnifi Disclose Your Personal Information?

Magnifi may disclose your Personal Information to:

- (a) Individuals or organizations who are our advisers or third-party service providers; and
- (b) Individuals or organizations who are, or may be, involved in maintaining, reviewing and developing our systems, procedures and infrastructure including testing or upgrading our computer systems.

Third-Party Service Providers or Contractors

Magnifi contracts with third-party service providers to provide support services required for the provision of our application, services and website.

Where Magnifi transfers Personal Information to third-party service providers or contractors that perform services on its behalf, we will notify Users as to the identity of those third-party service providers and require those third-party service providers to use such information solely for the purposes of providing services to Magnifi or our users, and to have appropriate safeguards for the protection of that Personal Information. Sharing of information with third-party service providers and contractors will occur only after those entities have entered into a confidentiality agreement that:

- (a) Prohibits them from using, allowing access to, or disclosing your Personal Information to any other party (unless required to do so by law); and



- (b) Requires them to have appropriate protections in place to ensure the ongoing confidentiality of your Personal Information.

Magnifi may transfer Personal Information to a third-party service provider which is located outside of Canada where privacy laws may differ from those in Canada. Your Personal Information may also therefore be subject to access by and disclosure to law enforcement agencies under the applicable foreign legislation. If you are located in Canada, the United States or the EEA, we will not transfer Personal Information to a country or jurisdiction that does not have similar privacy and data protection laws.

Where Disclosure Can be Made Without Consent

Please note that there are circumstances where the use, processing and/or disclosure of Personal Information may be justified or permitted or where Magnifi is obliged to disclose information *without* consent. Such circumstances may include:

- (a) Where required by law or by order or requirement of a court, administrative agency or governmental tribunal;
- (b) Where Magnifi believes, upon reasonable grounds, that it is necessary to protect the rights, privacy, safety or property of an identifiable person or group;
- (c) Where it is necessary to permit Magnifi to pursue available remedies or limit any damages that we may sustain;
- (d) Where the information is public;
- (e) Where it is reasonable for the purposes of investigating a breach of an agreement, or actual or suspected illegal activity; or
- (f) Where it is necessary for the purpose of a prospective business transaction if the information is necessary to determine whether to proceed with the transaction or to complete the transaction, or a completed business transaction where the information is necessary to carry on the activity that was the object of the transaction. A “business transaction” includes:
 - (i) the purchase, sale or other acquisition or disposition of an organization or a part of an organization or any of its assets;
 - (ii) the merger or amalgamation of two or more organizations;
 - (iii) the making of a loan or provision of other financing to an organization or a part of an organization;
 - (iv) the creating of a charge on, or the taking of a security interest in or a security on, any assets or securities of an organization;
 - (v) the lease or licensing of any of an organization’s assets; and



- (vi) any other prescribed arrangement between two or more organizations to conduct a business activity.

Where obliged or permitted to disclose information without consent, Magnifi will not disclose more information than is required.

In the event the business transaction does not go through, we will require, by contract, the other parties to the transaction not to use, process or disclose your Personal Information in any manner whatsoever, and to return or destroy such Personal Information. Any of our successors or assigns will be permitted to collect, use, process and disclose your Personal Information for substantially the same purposes as those set out in, and in accordance with, this Policy.

8. How Can You Access or Correct any Inaccuracies in or Delete your Personal Information?

Magnifi endeavours to ensure that any Personal Information provided and in its possession is as accurate, current and complete as necessary for the purposes for which we collect and use that information. If we become aware that Personal Information is inaccurate, incomplete or out of date, we will revise the Personal Information and, if necessary, use our commercially reasonable efforts to inform third-party service providers or contractors which were provided with inaccurate information so that those third-parties may also correct their records.

Magnifi permits the reasonable right of access and review of Personal Information held by us about an individual and will endeavour to provide the information in question within a reasonable time. To guard against fraudulent requests for access, we may require sufficient information to allow us to confirm that the person making the request is authorized to do so before granting access or making corrections.

Magnifi will not charge you for verifying, correcting or deleting your information; however, to the extent permitted by applicable law, there may be a minimal charge imposed if you need a copy of our records.

When your Personal Information is no longer required for our purposes, we have procedures to destroy, delete, erase or convert it into an anonymous form. You may contact Magnifi at any time to have your Personal Information deleted. Magnifi will then only retain any such information to prevent fraud or abuse, to satisfy legal obligations or as may be required by applicable law.

Please note that access to some information may be restricted as permitted or required by law. For example, information may not be provided if it includes references to other persons, is subject to privilege, is confidential or proprietary to Magnifi, or is subject to an investigation.

9. How Does Magnifi Protect your Personal Information?

Magnifi maintains appropriate and modern physical, procedural and technical security with respect to its offices and information storage facilities so as to prevent any loss, misuse, unauthorized access, disclosure, or modification of Personal Information. This also applies to our disposal or destruction of Personal Information. Magnifi further protects Personal Information by restricting access to it to those, officers, employees and third-party service



providers that require access to the information in order that we may provide our Services, and who have been made aware of the importance of keeping Personal Information confidential.

If any officer, employee or independent contractor of Magnifi misuses Personal Information, this will be considered a serious offence for which disciplinary action may be taken, up to and including termination of the applicable employment or independent contractor agreement. If any third-party individual or organization misuses Personal Information obtained solely for the purpose of providing services to Magnifi, this will be considered a serious offence for which action may be taken, up to and including termination of any agreement between Magnifi and that individual or organization.

We keep your Personal Information only as long as it is required for the reasons it was collected. The length of time we retain information varies, depending on the purpose for which it was collected and the nature of the information. This period may extend beyond the end of your relationship with us but it will be only for so long as permitted by applicable laws and so long as it is necessary for us to have sufficient information to respond to any issues that may arise at a later date.

Magnifi will regularly perform internal audits so as to ensure that its internal processes and procedures as well as its physical and technical security measures remain in compliance with applicable laws. Magnifi will also conduct Data Privacy Impact Assessments (DPIAs) from time to time, as and when appropriate.

10. Links to other Websites

Magnifi may provide links to, or automatically produce search results for, third-party websites or resources or third-party information referencing or linking to third-party websites or resources. Magnifi has no control over such third-party websites and resources, and you acknowledge and agree that Magnifi is not responsible for the content or information contained therein. When you follow such a link, you are no longer protected by this Policy and we encourage you to read the privacy statements or other disclaimers of such other parties. Magnifi is not responsible for the privacy or security practices or the content of non-Magnifi websites, products, applications or services.

Magnifi cannot and does not guarantee, represent or warrant that the content or information contained in such third-party websites and resources is accurate, legal, non-infringing or inoffensive. Magnifi does not endorse the content or information of any third-party website or resource and, further, Magnifi does not warrant that such websites or resources will not contain viruses or other malicious code or will not otherwise affect your computer or portable device. By using any of the Services to search for or link to a third-party website, you agree and understand that Magnifi shall not be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with your use of, or reliance on, Magnifi to obtain search results or to link to a third-party website.

11. Cookies and other Technologies

Cookies

Magnifi may use cookies to track the use of our website and to facilitate and enhance your



experience using our Services. “Cookies” are small pieces of information that are stored by your browser on your computer’s or portable device’s internal memory. Our cookies enable us to facilitate access to different aspects of our website. For example, by showing when and how you and others visit our website, cookies help us to see which pages of the website are popular and which are not. Cookies can also help us to improve your enjoyment of our website, for example, by remembering your address or other personal information when you request information or services on the website.

Most web browsers automatically accept cookies, but you can disable this function so that your browser will not accept cookies. Please be aware that disabling this function may impact your use and enjoyment of our Services.

Embedded Scripts

Embedded scripts are programming code designed to collect information about your interactions with our website, such as information about the links on which you click. The code is temporarily downloaded onto your computer or portable device from our web server or a third-party service provider. The code is active only while you are connected to our website, and is deactivated or deleted once you disconnect from the website.

12. Data Breaches

Where a data breach has occurred, Magnifi will notify applicable regulators and Users affected or potentially affected by the breach within 72 hours following the occurrence thereof.

13. Questions Relating to your Privacy and Data Protection; Resolving your Privacy Concerns

In the event of questions about: (i) access to your Personal Information; (ii) our collection, use, processing or disclosure of your Personal Information; (iii) having your Personal Information updated or corrected; (iv) having your Personal Information deleted; or (v) this Policy, please contact Magnifi’s Privacy and Data Protection Officer at:

Magnifi
Attention: Privacy and Data Protection Officer
5th Floor – 30 Wellington Street West
Toronto, Ontario, Canada M5L 1B1
privacy@magnifi.io

In the event of complaints, Magnifi will investigate all complaints and if a complaint is justified, we will take all reasonable steps to resolve the issue.

14. Changes to this Privacy and Data Protection Policy

Magnifi will update this Policy from time to time if our practices change or if the law requires changes to it. We will post any Policy changes on this page, and, if the changes are significant, we will provide a more prominent notice and a summary of the relevant changes at the top of the page. You should review this Policy regularly for changes, and can easily see if changes have been made by checking the Effective Date below.



If you do not agree to the terms of this Policy or any other Magnifi policy, agreement, or disclaimer, you should exit the site and cease use of all the Services immediately. Your continued use following the posting of any changes to this Policy constitutes your agreement to be bound by the terms of this Policy.

Effective Date: This Privacy and Data Protection Policy was last updated on October 17, 2019.