

This document consolidates the terms and policies with regards to the use of the public facing websites and applications of Techmien Corp., its affiliates and subsidiaries.

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## Terms and Conditions of Use

Effective as of November 3, 2020

The following terms and conditions govern all use of the techmien.com website (and any successor or other domains that we operate, including greenrack.com, mpr.r.net and showroomXP.com) and all content, services and products (including our packaged, SaaS, and custom applications) that we provide (collectively, the “Application”). The Application is owned and operated by Techmien Corp. (together with our affiliates and subsidiaries, “Techmien”, “we”, “us”, “our” and terms of similar meaning)). The Application is offered subject to your acceptance without modification of all of these terms and conditions, as well as our [Privacy Policy](#), our [Cookie Policy](#) and our Data Processing Policy, and any other rules, policies or procedures that we may from time to time incorporate within the Agreement (collectively, the “Agreement”). In the Agreement, we call the services we provide, including through the Application, the “Services”.

In these terms and conditions, when we refer to “Users”, we mean our customers who use our Services to create their own Offerings, and when we refer to “End Users” we mean the users, visitors and customers of our Users’ Offerings.

Please read the Agreement carefully before accessing or using the Application. By accessing or using any part of the Application, you agree to become bound by the terms and conditions of the Agreement. If you do not agree to all the terms and conditions of the Agreement, then you may not access the Application or use any of our Services. If these terms and conditions are considered an offer by us, acceptance is expressly limited to the Agreement. The Application may be used only by individuals who are at least 16 years old.

- Your Account and Offerings.** If you create an Offering on the Application, you are responsible for maintaining the security of your account (your “Account”) and Offering, and you are fully responsible for all activities that occur under the Account and any other actions taken in connection with the Offering. You must not describe or assign keywords to your Offering in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and we may change or remove any description or keyword that it considers inappropriate or unlawful, or otherwise likely to cause us liability. You must immediately notify us of any unauthorized uses of your Offering, your Account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.
- Responsibility of Contributors.** If you operate an Offering, post material to the Application, post links on the Application, engage in eCommerce (as defined below) using the Services, or otherwise make (or allow any third

party to make) material available by means of the Application (any such material, "Content"), you are entirely responsible for the content of, and any harm resulting from, that Content and your eCommerce. That is the case regardless of whether the Content in question constitute graphics, text, an audio or video file, or computer software. By making Content available or engaging in eCommerce using the Services, you represent and warrant that:

- a. the downloading, copying and use of the Content or the engaging in eCommerce will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- b. if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
- c. you may not use images or names of any third party (including notable personalities or celebrities) without first obtaining that third party's permission;
- d. you have fully complied with any third-party licenses, and have done all things necessary to successfully pass through to End Users any required terms;
- e. you may not resell, lease, license the Services to any other person without our written consent;
- f. the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- g. the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third-party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- h. the Offering and the Content are not pornographic, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, does not contain threats or incite violence towards individuals, cultures or entities, and does not violate the privacy or publicity rights of any third party;
- i. you do not collect or store personally identifying information about other users for commercial or any other purposes except in accordance with all applicable laws and with the Agreement, including in particular Sections 4 of these terms and conditions;
- j. your Content or eCommerce is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;
- k. your Offering is not named in a manner that misleads your readers into thinking that you are another person or organization. For example, your Offering's URL or name is not the name of a person other than yourself or organization other than your own; and
- l. you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by us or otherwise.

Without limiting any of those representations or warranties, we have the right (though not the obligation) to, in our sole discretion (i) refuse or remove any Content that, in our opinion, violates any of our policies or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Application or any part thereof, including any Content, to any individual or entity (including any End User) for any reason, in our sole discretion. We will have no obligation to provide a refund of any amounts previously paid.

3. Your Licenses to Us. By submitting Content to us for inclusion on your Offering, you grant us a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purposes of (i) displaying, distributing and promoting your Offering, and (ii) promoting the Application or any part of it, our company, and our other products and our Services. If you delete Content, we will use reasonable efforts to remove it from the Offering and our promotional materials, but you acknowledge that caching or references to the Content may not be made immediately unavailable, and that we may use supplies of previously printed materials. For clarity, the rights granted to us in clause (ii) of this paragraph to use your Content for promotional purposes do not permit us to sell or license or otherwise directly profit from your Content, or to transfer or sublicense our rights in your Content to any other person except for the limited

purpose of using their services to prepare our promotional materials and works, and you may opt out of our rights in clause (ii) at any time by contacting us at our contact information shown at the bottom of the Agreement (provided that if you do opt out, we will use reasonable efforts to remove the Content in a timely manner from our promotional materials, but such removal may not be immediate). This Section does not affect any rights you may have under applicable data protection laws.

4. **Privacy.** Our [Privacy Policy](#) explains how we collect, use and share your personal information for our own purposes. It forms part of the Agreement, so please be sure to read it carefully. It is very important that you comply with data protection laws when using the Services, such as when you collect others' personal information or use cookies or similar technologies (including those we drop for you at your request, such as for web analytics). Our Data Processing Policy explains how we handle, on your instructions, others' personal information you collect using the services or any of your Content which contains others' personal information. Be sure to read that carefully also.
  - a. **Privacy Policy.** By using the Services, you confirm that you have read and understood our [Privacy Policy](#).
  - b. **Data Processing Policy.** Our Data Processing Policy forms part of the Agreement.
  - c. **You Must Comply with Data Protection, Security and Privacy Laws.** You agree and warrant that you are solely responsible when using your Offerings or the Services for complying with applicable data protection, security and privacy laws and regulations (including, where applicable, the EU General Data Protection Regulation and the EU e-Privacy Directive/Regulation), including any notice and consent requirements. This includes without limitation the collection and processing by you of any personal data, when you use your Offering and the Services to send marketing and other electronic communications to individuals and when using cookies and similar technologies on your Content (including, in particular, those which we place for you at your request as part of the Services, such as to undertake analytics for you).
    - i. **Privacy Policies.** If applicable law requires, you must provide and make available to your End Users on your Offerings a legally compliant privacy policy.
    - ii. **Cookies and Similar Technologies.** If applicable law requires, you must provide and make available to your End Users on your Offerings a legally compliant cookie policy. You must capture valid consent, both for you and us, for any cookies or similar technologies used on or through your Offerings (including those we drop on your request or with your permission) where required, including, where applicable, by the EU e-Privacy Directive/Regulation and under national laws implementing the same. Please see our [Cookie Policy](#) for more information about use of cookies and similar technologies.
  - d. **Protect and Improve the Services.** You agree that we may protect and improve our Services through analysis of your use of the Services, your End Users' use of your Offerings and/or analysis of your, and your End Users', personal information in anonymized, pseudonymized, de-personalized and/or aggregated form. If applicable law requires, you should explain this in your privacy policy. See our [Privacy Policy](#) for more information about how and what we do in this regard.

## 5. Payment and Renewal.

- a. **General Terms.** By using any of the Services you agree to pay us the one-time, monthly or annual subscription fees indicated on the Application for those Services, and any Taxes (as defined below) applicable to those fees. Payments will be charged on a prepay basis on the day any trial period ends and will cover the use of those Services for the subscription period (if any) indicated. Subscription fees are subject to our Refund Policy. The fees for using a subscription Service will not change during the applicable subscription period but are otherwise subject to change at any time. If we change our fees, we will give our Users at least 30 days' notice by email to the email address provided to us in their Account information. We may from time to time offer promotions that require a minimum term of service, and if you cancel or downgrade your Account before the expiry of that minimum term we have the right to charge you a termination fee equal to a pro rata portion of any promotional amount (and you authorize us to charge any such amount to you through the applicable Payment Processor). Further

details of these promotions and the applicable minimum term are described on the applicable pages of our website.

- b. **Automatic Renewal.** Unless otherwise agreed to in writing, you must notify us before the end of the applicable subscription period that you want to cancel your Offering and your Account with us, or we give you such notice, your subscription will automatically renew and you authorize us to collect the then-applicable fees for such subscription (as well as any taxes) using any credit card or other payment mechanism we have on record for you. Portfolios can be canceled at any time by contacting us at [contact@techmien.com](mailto:contact@techmien.com)
  - c. **Our Payment Processors.** Unless we have approved your Account for payment by cheque or money transfer, we use third party payment processors (each, a "Payment Processor") to bill you through a payment account linked to your Account. The processing of payments will be subject to the terms, conditions and privacy policies of the applicable Payment Processor, in addition to the Agreement. Our current Payment Processor is PayPal, and your payments are processed by the applicable processor in accordance with its terms of service and privacy policy. You agree to pay us, through the applicable Payment Processor, all charges at the prices then in effect for any purchase in accordance with the applicable payment terms. You agree to make payment using the payment method you provide with your Account. We reserve the right to correct, or to instruct the applicable Payment Processors to correct, any errors or mistakes, even if payment has already been requested or received.
6. **Your Responsibility for your Offerings and your End Users.** Your Offerings may have their own End Users. You understand and agree that your Offerings and your End Users are your responsibility, and you are solely responsible for compliance with any laws or regulations related to your Offerings and/or your End Users. We are not liable for, and will not provide you with any legal advice regarding your Offerings or your End Users.
7. **Your Responsibility as a User of the Services.** We have not reviewed, and cannot review, all of the material, including computer software, posted to the Application, and cannot therefore be responsible for that material's content, use or effects. By operating the Application, we do not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Application may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Application may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. We disclaim any responsibility for any harm resulting from the use by visitors of the Application, or from any downloading by those visitors of content there posted.
8. **Third Party Services.** The Services are integrated with various third-party services and applications (collectively, "Third Party Services") that may make available to you their content and products or services. Examples of Third-Party Services include cloud computing providers, social media platforms, email services, IP-to-location converters, augmented reality platforms, geographical location mapping, and other integration partners and service providers. These Third-Party Services may have their own terms and policies, and your use of them will be governed by those terms and policies. We don't control Third Party Services, and we're not liable for Third Party Services or for any transaction you may enter into with them, or for what they do. Your security when using Third Party Services is your responsibility. You also agree that we may, at any time and in our sole discretion, suspend, replace, disable access to or remove any Third-Party Services. We're not liable to you for any such suspension, replacement, disabling or removal, including without limitation for any loss of profits, revenue, data, goodwill or other intangible losses you may experience as a result (except where prohibited by applicable law).
9. **Copyright Infringement.** As we ask others to respect our intellectual property rights, we respect the intellectual property rights of others. If you believe that material located on or linked to by the Application violates your copyright, you are encouraged to notify us at the contact information below. We will terminate a visitor's access

to and use of the Application if, under appropriate circumstances, the visitor is determined to be an infringer of the copyrights or other intellectual property rights of ours or others. In the case of such termination, we will have no obligation to provide a refund of any amounts previously paid to us.

10. **Intellectual Property.** The Agreement does not transfer from us to you any of our intellectual property, or any third-party intellectual property that we provide through the Application, and all right, title and interest in and to all such property will remain (as between the parties) solely with us. Techmien, GreenRack, the GreenRack logo, and all other trademarks, service marks, graphics and logos used in connection with the Service or the Application are trademarks or registered trademarks of Techmien Corp. or our licensors. Other trademarks, service marks, graphics and logos used in connection with the Application may be the trademarks of other third parties. Your use of the Application grants you no right or license to reproduce or otherwise use any of our or third-party trademarks.
11. **Feedback.** We welcome your feedback, ideas or suggestions (“Feedback”), but you agree that we may use your Feedback without any restriction or obligation to you, even after the Agreement is terminated. This Section does not limit or affect any rights you may have under applicable data protection laws.
12. **Changes.** We reserve the right, at our sole discretion, to modify or replace any part of the Agreement (including our [Privacy Policy](#), our [Cookie Policy](#) and our Data Processing Policy). If we modify or replace it, we will give Users notice by email to the email address they provide to us in their Account information or we will post a notice that will be conspicuously visible (for example, a notice on the applicable page) to Users the next time after the change that they use the Application. Your continued use of or access to the Application following such notice or such a posting of a notice constitutes acceptance of those changes. If you disagree with or do not accept any such changes, your sole option is to terminate your use of the Application. If you do so, we will cancel your Account. Any refund eligibility will be subject to our Refund Policy. We may also, in the future, offer new Services and/or features through the Application (including, the release of new tools and resources). Such new features and/or Services shall be subject to the terms and conditions of the Agreement.
13. **Termination.** We may terminate your and your End Users’ access to all or any part of the Application at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate the Agreement or your Account (if you have one), you may simply discontinue using the Application. Notwithstanding the foregoing, if you have a paid subscription Account, such Account can only be terminated by us as expressly permitted under the Agreement, or if you materially breach the Agreement and fail to cure such breach within thirty (30) days from our notice to you thereof; provided that, we can terminate the Application immediately as part of a general shut down of our Service. All provisions of the Agreement which by their nature should survive its termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
14. **Disclaimer of Warranties.** The Application is provided “as is”. We and our suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranties of any kind to your End Users. Neither we nor our suppliers and licensors, makes any warranty that the Application will be error-free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or Services through, the Application at your own discretion and risk.
15. **Limitation of Liability.** In no event will we, or our suppliers or licensors, be liable with respect to any subject matter of the Agreement under any contract, tort (including negligence), strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; (iv) for any amounts that exceed CAD\$20; or (v) relating in any way to your eCommerce or to End Users. We shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

16. **General Representation and Warranty.** You represent and warrant that (i) your use of the Application will be in strict accordance with the Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, province, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the country in which you reside) and (ii) your use of the Application will not infringe or misappropriate the intellectual property rights of any third party.
17. **Indemnification.** You agree to indemnify us and hold us harmless, our contractors, and our licensors, and the respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees (i) arising out of your use of the Application (including your Offerings), including but not limited to your violation of the Agreement, or (ii) arising from or related to the use of, access to, interaction with or reliance upon, your eCommerce or End Users.
18. **Miscellaneous.** The Agreement constitutes the entire agreement between us and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of our firm, or by the posting by us of a revised version in accordance with the Agreement. Except to the extent applicable law, if any, provides otherwise, the Agreement, any access to or use of the Application will be governed by the laws of the Province of Ontario, Canada, and the proper venue for any disputes arising out of or relating to any of the same will be the courts located in the City of Toronto, Ontario, Canada. If any part of the Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of the Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under the Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; we may assign our rights and obligations under the Agreement without condition. The Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns. You confirm that you prefer the Agreement and any related documents be in English. Vous confirmez préférer que cette convention et les documents s'y rattachant soient rédigés en anglais.

## Questions?

If you have questions about these terms, please email us [contact@techmien.com](mailto:contact@techmien.com)

Our Address:  
201-9225 Leslie Street, Ontario, L4B3H6, Canada  
+1-289-818-0796

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# Privacy Policy

Effective as of November 4, 2020

This is the Privacy Policy of the techmien.com website (and any successor or other domains that we operate, including greenrack.com, mpr.net, and showroomXP.com) and all content, services and products (including our packaged, SaaS, and custom applications), that we provide (collectively, the “Application”). The Application is owned and operated by Techmien Corp. (together with our affiliates and subsidiaries, “we”, “us”, “our” and terms of similar meaning). It describes the personal information that we collect from users of our Application as part of the normal operation of our Application, and how we use and disclose this information. Capitalized terms used but not defined in this Privacy Policy have the meanings in our [Terms of Service](#).

In this Privacy Policy, when we refer to “Users” or “Customers”, we mean our customers who use our Services to present their own Offering, and when we refer to “End Users” we mean the users, visitors and customers of our Users’ Offering.

This Privacy Policy describes what we do with personal information that we collect and use for our own purposes (i.e., where we are a controller), such as User Account information and information about how you use and interact with our Services, including information you submit to our customer support as well as certain information relating to our Users’ End Users.

We host and process Content for our Users, for their own use and for the use of their End Users. Our Users tell us what to do with their Content in relation to the Service, and in accordance with the Agreement and the operation of our Service we follow their instructions. This Privacy Policy does not describe what we do with Content on our Users’ instructions (i.e., as their processor). If you are an End User of one of our Users’ Offerings and want to know how that User handles your information, you should check its privacy policy. If you want to know about what we do for our own purposes, read on. If you are a User, see our Data Processing Policy to learn more about how we process User Content on your instructions or with your permission.

We use cookies and similar technologies. Our [Cookie Policy](#) describes what we do in that regard.

By accepting this Privacy Policy in registration or by using our Services, you expressly consent to our collection, use and disclosure of your personal information in accordance with this Privacy Policy. This Privacy Policy is incorporated into and subject to our [Terms of Service](#).

## How We Use Your Information

We use personal information in the file we maintain about you, and other information we obtain from your current and past activities on the Application, to provide to you the services offered by the Application; resolve service disputes; troubleshoot problems; measure consumer interest in our products and services; inform you about online and offline offers, products, services, events and updates; deliver information to you that, in some cases, is relevant to your interests, such as product news; customize your experience; detect and protect us against error, fraud and other criminal activity; enforce our [Terms of Service](#); provide you with system or administrative messages, and as otherwise described to you at the time of collection.

We may also use personal information about you to improve our marketing and promotional efforts, to analyze Application usage, to improve our content and product offerings, and to customize the Application's content, layout, and services. These uses improve the Application and better tailor it to meet your needs, so as to provide you with a smooth, efficient, safe and customized experience while using the Application.

Please see below under “How we Retain your Personal Information” for information on what we do to account information when you terminate your account with us.

## What Information Do We Collect?

Our primary purpose in collecting personal information from you is to provide you with a safe, smooth, efficient, and customized experience. This allows us to provide services and features that most likely meet your needs, and to customize our service to make your experience safer and easier. We only collect personal information about you that we consider necessary for achieving this purpose.

In general, you can browse the Application without telling us who you are or revealing any personal information about yourself. Once you become a User, we require you to provide various contact and identity information and other personal information as indicated on the relevant forms on the Application, and you are no longer anonymous to us. Where possible, on these forms we indicate which fields are required and which fields are optional. In addition, as you use the Application, you can from time to time enter or send to us personal information. We make a conscious effort to not ask for, nor store, information we do not need.

You always have the option to not provide information by choosing not to become a User or by not using the particular feature of the Application for which the information is being collected.

We also automatically track certain information about you based upon your behaviour on our Application. We use this information to do internal research on our users' demographics, interests, and behaviour to better understand, protect and serve you and our community. This information may include the URL that you just came from (whether this URL is on our Application or not), which URL you next go to (whether this URL is on our Application or not), your computer and browser information, and your IP address. Using your IP address we may be able to approximate your geographical location when you used the Application.

If you are an End User of our Users' Offerings, we also get information about your interactions with their Content, though we use this in anonymous, aggregated or pseudonymized form which does not focus on you individually. We use this data to evaluate, provide, protect or improve our Services (including by developing new products and services).

Some of this information is collected automatically using cookies and similar technologies when you use our Services and our Users' Offerings. We let our Users control what cookies and similar technologies are used through their Content (except those we need to use to provide the Services properly, such as for performance or security related reasons). You can read more about our use of cookies in our [Cookie Policy](#). Some of this information is similarly collected automatically through your browser or from your device.

Following your registration on the Application, you can review and change your information in your account area. If you disclose personal information on the Application and wish to have it removed, please contact us at the support contact information posted on the Application.

## Our Disclosure of Your Information

We will not sell or rent your personally identifiable information to third parties without your explicit consent. The following describes some of the ways that your information may be disclosed in the normal scope of business to provide our services:

- **Anonymized Aggregated Data.** We aggregate and anonymize data and use and disclose such information for a variety of purposes. However, in these situations, we do not disclose any information that could be used to identify you personally.
- **End Users.** We may share with our Users data regarding usage by End Users of their Content. For example, we may provide a User with information about what web page the End User visited before coming to their Offering and how their End Users interacted with their Content. This is so Users can analyze the usage of their Offering and improve their services.

- Private Areas of the Application. Users' activities in the private areas of the Application will be identifiable to your User ID.
- Public Areas of the Application. End Users can see your published content.
- Subsidiaries and Affiliates; Service Providers. We may from time to time use the services of affiliates, subsidiaries and unrelated service providers in the operation of the Application, and may disclose personal information to them in the course of our use of their services. For example, we may use the services of third-party cloud computing providers to host the operation of the Application. This may involve the hosting of data, including personal information, on servers operated by those companies.
- We may also partner with third party publishers, advertising networks and service providers to manage our ads on other sites. Our third party partners may set cookies on your device or browser to gather information about your activities on the Services and other sites you visit, in order to provide you with our ads. For example, if you visit our website and use a social media platform, you may see our ad in your social media newsfeed or timeline. See our [Cookie Policy](#) for more information. We take care to use only service providers that we believe are reputable and able to live up to our and your expectations, including about the handling of confidential information.
- Legal Requests; Emergencies; Jurisdictions. We cooperate with law enforcement inquiries and demands for information that are made under force of law. We are also cognizant of the need to address emergencies. Therefore, we may disclose User and End User personal information (a) to any governmental authority as part of an investigation to determine our compliance with any applicable law, rule, or regulation (including privacy laws, rules, and regulations), (b) in response to a court order, subpoena, discovery request, or other lawful judicial or administrative proceeding, (c) as otherwise required under any applicable law, rule, or regulation, and (d) in good faith, to protect or defend our rights or property or those of other users or End Users.
- We may also disclose personal information to the acquiror or its agents in the course of the sale of our business. If we do this, the disclosure will be subject to confidentiality arrangements customary in such transactions.

## Security

Techmien Corp. strives to protect your personal information. For security of transactions, we use the Secure Sockets Layer (SSL) protocol, which encrypts any personal information you enter into registration forms on the Application. The encryption process protects your information, by scrambling it before it is sent to us from your computer. We also make commercially reasonable effort to ensure the security of your personal information on our system. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, we cannot warrant the security of any information you transmit to us.

## How We Retain Your Personal Information

We retain personal information regarding you or your use of the Services for as long as your Account is active or for as long as needed to provide you or our Users with the Services. We also retain personal information for as long as necessary to achieve the purposes described in this Privacy Policy, for example, to comply with our legal obligations, to protect us in the event of disputes and to enforce our agreements and to protect our and others' interests.

The precise periods for which we keep your personal information vary depending on the nature of the information and why we need it. Factors we consider in determining these periods include the minimum required retention period prescribed by law or recommended as best practice, the period during which a claim can be made with respect to an agreement or other matter, whether the personal information has been

aggregated or pseudonymized, and other relevant criteria. For example, the period we keep your email address is connected to how long your Account is active, while the period for which we keep a support message is based on how long has passed since the last submission in the thread.

As Users may come back to us after an Account becomes inactive, we don't immediately delete your personal information when a trial period expires, or you cancel all paid Services. Instead, we keep your personal information for a reasonable period of time, so it will be there for you if you come back.

You may delete your Account by contacting us at [privacy@techmien.com](mailto:privacy@techmien.com) and we will delete the personal information it holds about you (unless we need to retain it for the purposes set out in this Privacy Policy).

Please note that in the course of providing the Services, we collect and maintain aggregated, anonymized or de-personalized information which we may retain indefinitely.

## Other Information Collectors

Except as otherwise expressly included in this Privacy Policy, this document only addresses the use and disclosure of information we collect from you. To the extent that you disclose your information to other parties through the Application, including Third Party Services, different rules may apply to their use, collection and disclosure of the personal information you disclose to them. Since we do not control the information use, collection or disclosure policies of third parties, you are subject to their privacy policies. We encourage you to ask questions before you disclose your personal information to others.

## End Users' Personal Information

Users who have created an Offering using the Services are responsible for what they do with the personal information they collect, directly or through our Services, about their End Users. This section is directed to our Users concerning their End Users.

### Your Relationship with End Users

If you are one of our Users, you may collect personal information about your End Users. For example, during an eCommerce checkout you may ask your End Users to provide their name, address, email address and payment information so that you can complete their orders. You may also use cookies and similar technologies to analyze usage and other trends.

You are solely responsible for complying with any laws and regulations that apply to your collection and use of your End Users' information, including personal information you collect about them from us or using our functionality or cookies or similar technologies.

You must publish your own privacy and cookie policies and comply with them.

We are not liable for your relationship with your End Users or how you collect and use personal information about them (even if you collect it from us or using our functionality or cookies or similar technologies) and we will not provide you with any legal advice regarding such matters.

## FIPPA Compliance

"FIPPA" means the Freedom of Information and Protections of Privacy Act (Ontario, Canada), as amended or otherwise modified from time to time. We understand that Customer and Customer data is subject to FIPPA legislation. Therefore, all Customer data must be secured, using Secure Socket Layer (SSL) encryption, when in transit or residing on Techmien's Application servers. Customer data may include personally identifiable information that is subject to privacy legislation, and in our capacity as a service provider, acting on behalf of Customer, we will support Customer's compliance with all relevant privacy legislation. Techmien covenants and agrees to utilize commercially reasonable efforts to provide Customer with timely access to Customer's Data to assist Customer in meeting compliance with FIPPA legislation. If a request, by a third party, for Customer

confidential information, as defined by the terms of the agreement, was made directly to Techmien, we will, to the extent allowed by law and by the terms of the third party request: (a) promptly notify the Customer of the receipt of a third party request; (b) comply with Customer's reasonable requests regarding its efforts to oppose (a third party request); and (c) provide Customer with the information or tools required for Customer to respond to the third party request. Each party may disclose the other party's confidential Information when required by law or valid legal order, such as a search warrant, court order or subpoena, but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

## FIPPA Breach Notification

Techmien shall report in writing to Customer any use or disclosure of Customer Protected Data not authorized by this Agreement or not authorized in writing by the Customer, including any reasonable belief that an unauthorized individual has accessed Customer Protected Data. This report shall be made to the Customer's primary contact and its designated information security officer. It shall include details relating to any known or suspected security breach of Techmien's or Application's system or facilities which contain Customer Protected Data or any other breach of Protected Data relating to this Agreement. This report shall be made not later than within twenty-four (24) hours after discovery, if the information was, or is reasonably believed to have been, acquired by an unauthorized person.

Techmien's report shall identify:

- The nature of the unauthorized use or disclosure,
- The time and date of incident,
- A description of Customer's Protected Data used or disclosed,
- Who made the unauthorized use or received the unauthorized disclosure,
- What Techmien has done or shall do to mitigate any harmful effect of the unauthorized use or disclosure, and
- The corrective action Techmien has taken or shall take to prevent future similar unauthorized use or disclosure

Techmien shall provide such other information, including a written report, as reasonably requested by the Customer, and agrees to fully cooperate with Customer with the preparation and transmittal of any notice, which the Customer may deem appropriate or required by law, to be sent to affected parties regarding the known or suspected security breach, and to be financially responsible for any such notice resulting from Techmien, its Representatives, Affiliates, or Subcontractors acts or omissions with regard to the data security requirements of this Agreement. Techmien shall take appropriate remedial action with respect to the integrity of its security systems and processes.

## Your Rights and Choices

Where applicable law requires (and subject to any relevant exceptions under law), you may have the right to access, update, change or delete personal information.

You can access, update, change or delete personal information (or that of your End Users) either directly in your Account or by contacting us at [privacy@techmien.com](mailto:privacy@techmien.com) to request the required changes. You can exercise your other rights (including deleting your Account) by contacting us at the same email address.

You can also elect not to receive marketing communications by changing your preferences in your Account or by following the unsubscribe instruction in such communications.

Please note that, for technical reasons, there is likely to be a delay in deleting your personal Information from our systems when you ask us to delete it. We may also retain personal Information in order to comply with the

law, protect our and others' rights, resolve disputes or enforce our legal terms or policies, to the extent permitted under applicable law.

You may have the right to restrict or object to the processing of your personal information or to exercise a right to data portability under applicable law. You also may have the right to lodge a complaint with a competent supervisory authority, subject to applicable law. If you are subject to EU data protection laws, we suggest you lodge any such complaints with the lead supervisory authority:

Office of the Data Protection Commissioner

Canal House, Station Road, Cooltederry, Portarlinton, Co. Laois, R32 AP23, Ireland

Phone: +353 57 868 4757

Fax: +353 57 868 4757

Email: [info@dataprotection.ie](mailto:info@dataprotection.ie)

Additionally, if we rely on consent for the processing of your personal information, you have the right to withdraw it at any time and free of charge. When you do so, this will not affect the lawfulness of the processing before your consent withdrawal.

Our [Cookie Policy](#) explains how you can manage cookies and similar technologies.

If you are an End User of one of our Users' Offerings, you should contact them to exercise your rights with respect to any information they hold about you.

## Data Transfers

Personal information that you submit through the Services may be transferred to countries other than where you live, such as, for example, to servers in the United States. We also store personal information locally on the devices you use to access the Services.

Your personal information may be transferred to countries that do not have the same data protection laws as the country in which you initially provided the information.

In such cases, we continue to protect the information with appropriate safeguards, but it may be subject to the legal jurisdiction of those countries and governmental authorities in those countries.

## Questions?

It is our goal to make our privacy practices easy to understand.

If you have questions, concerns or if you would like more detailed information, please email our privacy officer at [privacy@techmien.com](mailto:privacy@techmien.com)

Our Address:

201-9225 Leslie Street, Ontario, L4B3H6, Canada

+1-289-818-0796

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# Cookie Policy

Effective as of July 31, 2020

This Cookie Policy describes how Techmien Corp. (“us”, “we”, “our”) uses cookies and similar technologies to provide, customize, evaluate, improve, promote and protect our Services. Note that any capitalized terms not defined in this Cookie Policy have the meanings set forth in our [Terms of Service](#). If you have any comments or questions about this Cookie Policy, feel free to contact us at [privacy@techmien.com](mailto:privacy@techmien.com)

## Cookies:

Cookies are small pieces of text sent to your browser when you visit a web site. They serve a variety of functions, like enabling us to remember certain information you provide to us as you navigate between pages on the Services. We use cookies on the Application for the following purposes:

- **Authentication, Customization, Security and Other Functional Cookies.** Cookies help us verify your Account and device and determine when you’re logged in, so we can make it easier for you to access the Services and provide the appropriate experiences and features. We also use cookies to help prevent fraudulent use of login credentials and to remember choices you’ve made on the Services.
- **Performance and Analytics.** Cookies help us analyze how the Services are being accessed and used, and enable us to track performance of the Services. For example, we use cookies to determine if you viewed a page or opened an email. This helps us provide you with information that you find interesting.
- **Third Parties.** Third Party Services may use cookies to help you sign into their services from our Services. Any such third-party cookie usage is governed by the policy of the third party placing the cookie.
- **Our Ads.** We may partner with third party publishers, advertising networks and service providers to manage our ads on other sites. Our third-party partners may set cookies on your device or browser to gather information about your activities on the Services and other sites you visit, in order to provide you with our ads. For example, if you visit the Application and also use a social media platform, you may see our ad in your social media newsfeed or timeline.
- **Opting Out.** You can set your browser to not accept cookies, but this will disable your ability to use the Services. We currently don’t respond to DNT:1 signals from browsers visiting our Services. You can also opt out of receiving interest-based ads from certain ad networks [here](#) (or if located in the European Union, [here](#)).

## Device Identifiers:

We use device identifiers on our web and mobile applications to track, analyze and improve the performance of the Services and our ads. Device identifiers may include brand, model, operating system and version, browser application and version, language setting, and other similar information.

## Third Party Tags:

We may use and manage third party tags on the Application. Third party tags may take the form of pixels or tracking snippets. We use pixels to learn how you interact with our site pages and emails, and this information helps us and our ad partners provide you with a more tailored experience. We use tracking snippets to capture data from your browser, make requests to a third-party partner or set cookies on your device to store data. For example, if you see our ad for the Application on a social media platform and choose to use the Application, we may use a tag to reduce the number of our ads you see on that platform. We use [Google Tag Manager](#) and [Segment.com](#) to manage our third-party tag usage. This may cause other tags to be activated which may, for

their part, collect data and set cookies under certain circumstances. Google Tag Manager does not store this data. Segment.com does store this data in some circumstances – please see [their website](#) for more information.

#### Cookies on Your Content:

For information about the cookies and similar technologies used on your content, email us at [privacy@techmien.com](mailto:privacy@techmien.com)

If you have any questions about this Cookie Policy,  
please contact us at [privacy@techmien.com](mailto:privacy@techmien.com)

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