

PIFIQ

“Sembul”

PRIVACY STATEMENT

Effective date: November 2014

This Privacy Statement (“Privacy Statement”) forms part of the Service Agreement between PIFIQ (Ontario [82694 5081 RC 0001](#) Inc. o/a PIFIQ Inc, 95 Apple Creek Blvd., Markham, Ontario L3R 1C7, Canada, hereafter known as “PIFIQ”, “We” or “Us”) and you, the company, or other legal entity you represent, who signs up for and commits to use the PIFIQ Services (collectively, “You”). Sembul (hereafter “Sembul”) is a set of services offered by PIFIQ.

This Privacy Statement is effective the date indicated above. By reference it is a part of the Service Agreement available at www.sembul.com/termsandfairplay which lists the general terms and conditions of use of every PIFIQ Service. The AUP binds you and all customers and users of every PIFIQ Service as well as all visitors to PIFIQ’s websites and Applications as an essential requirement of the use any PIFIQ Service, system facility, application or web site. All PIFIQ customers and users are included in the term "Customer." All other terms defined in the Service Agreement will have the same meaning when used in this Privacy Statement. We may change this Privacy Statement from time to time by posting a new version here (with a new effective date at the top), at which time the new version will become effective.

PIFIQ’s Sembul services collect information about individual users (“You”) provided to us on a strictly voluntary and transparent basis. Applications (including those made available for mobile or smartphone platforms) allow you to voluntarily submit information in order for it to be used by Sembul to render Services. Applications shall not, without notification to you and your consent to do so

- (i) collection information about your location;
- (ii) attempt to access contact information and conversations stored in a repository outside the authorized scope of the Application;
- (iii) develop or knowingly use any third party programming interfaces that allow for the circumvention of security measures of the platform (web or mobile) on which the Application is installed

Sembul allows you to use authentication and authorization mechanisms such as a version of OAUTH (or similar) from a third party with whom you already have an account, in order to gain access to Sembul Services. Sembul allows you the option of using these same mechanisms and the application programming interfaces of third parties (APIs) for the purposes of authentication, authorization and integration of Sembul for activities like publishing and receiving updates to and from them. You accept that it is your sole responsibility to secure your access credentials to Sembul and any

services from any such third party, and for allowing Sembul to access information on your behalf from the same third parties through. PIFIQ accepts no responsibility or liability for any damages, direct, implied or consequential, incurred by third parties.

Your privacy is important to PIFIQ and we are committed to protecting and safeguarding your personal information. Personal information may be gathered from the registration process for subscription or products and services and in connection with content submissions. We may request personal information from time to time in order to enable you to participate in and enjoy various Sembul product and service offerings.

This statement discloses PIFIQ's privacy practices and policies as they are applicable specifically to Sembul Services. By using Sembul, you agree to be bound by the terms in this Privacy Statement.

Personal Information

Personal information is information about an identifiable individual. This includes information about your product and service subscriptions, usage, billing records, any recorded complaints, and all data that you consensually submit to Sembul. Please note that, pursuant to federal privacy legislation, publicly available information – including a directory listing of your name, address, telephone number and electronic address – may be collected, used and disclosed without your consent. Only PIFIQ has access to your personal information.

Collection and Use of Information

We collect and use personal information about you and your use of Sembul products and services (the "Information") for the following purposes:

- (i) to consider initiating and to establish, maintain and develop a responsible commercial relationship with you in connection with our offering and servicing of products and services;
- (ii) to administer billing and accounting services and security measures in relation to your business with us;
- (iii) to monitor your customer history, to share or exchange credit reports and information with credit reporting agencies and credit bureaus and to collect any unpaid amounts owing to us;
- (iv) to promote and to market additional products, goods and services offered by us, including by means of direct marketing;
- (v) to provide you with the option of receiving promotions, from which you can opt in and out;
- (vi) to provide personalized features and services;
- (vii) to analyze traffic and use of the Sembul services in order to determine which features and services people like and don't like so that we can improve Sembul;
- (viii) to prepare aggregated user statistics or information summaries in order to describe our services to third parties such as prospective business partners and advertisers and for other lawful purposes;

- (ix) to present promotional material that may be of particular interest to you;
- (x) to contact you to fulfill distribution of prizes if you win a promotion or contest; and
- (xi) to comply with any legal and regulatory requirements, including requirements
- (xii) to manage and develop our business and operations, including personnel and employment matters
- (xiii) or requests of government agencies or pursuant to a subpoena or other legal proceeding.

If you choose not to provide the requested information, PIFIQ may not be able to offer you some of the personalized products and services that depend on this type of information to function.

You consent to our collection from, verification with and communication to, any third party and our use of, the Information for the above purposes. You also authorize these parties to give us the Information. In addition, you agree that we may disclose Information to:

- (i) any person who, in our reasonable judgment, is seeking the Information as your agent; or (ii) a person involved directly or indirectly in supplying the Sembul product or service to you, including, without limitation, our sales and marketing agents, to the extent the Information is required and used only for such purposes, including the efficient supply of products and services to you, and provided that such person is required to keep the Information confidential; or
- (iii) a person retained by us to collect amounts which you owe us or to enforce our rights under our terms of service, if the Information is required for, and is to be used only for that purpose and that person is required to keep such Information confidential.

We may also use Information in our records for as long as it is needed for the purposes described above and your consent remains valid for 30 (thirty) days after the termination of our relationship with you.

We reserve the right to conduct statistical analyses of your behavior and characteristics in order to measure interest in and use of PIFIQ's products and services, PIFIQ's proposed products and services, the PIFIQ sites and applications and the Internet and to provide advertisers with information such as the number of users that have been exposed to or clicked on their advertising banners. We will provide only aggregated and non-individual data from these analyses to third parties. Also, you are advised that we may permit third parties to offer subscription and/or registration-based services through Sembul's services. We are not responsible or liable for any actions or policies of such third parties or for any damages that may result of your dealings with them, and you should check the applicable policies of each such third party when providing personal information. We are also not responsible for any actions of any third party sites that you access through any of PIFIQ's Services and the Internet and you are responsible for checking all applicable policies, including but not limited to the privacy policies, of such third party sites.

Use of "Cookies"

“Cookies” are used to enhance and make more efficient the user experience by authenticating, tracking, and maintaining specific information about users. We use cookies so that we may:

- (i) Estimate our audience size. Your browser is given a unique cookie that helps us determine whether yours is a repeat visit or a first visit.
- (ii) Compile aggregate data that will permit content improvements and targeted advertising.

You should be aware that we cannot control or prevent the use of cookies or any information obtained through such cookies by advertisers or third party content providers. If you do not want information collected through the use of cookies, please disable the use of cookies through the applicable browser settings. However, you are advised that cookies may be required for the use of certain features of PIFIQ Services.

Access to Information

PIFIQ does not sell or redistribute your Information. PIFIQ may disclose, on a confidential basis, to any third party with whom we have business relations, certain relevant information relating to your dealings with us and our products and services. PIFIQ may enter into third party agreements from time to time for the purposes of providing you with goods and services we think may interest you. We may authorize, at our sole discretion, advertisers or partners with the ability to send information to you via Applications. Such advertisers and partners will provide us with the promotional materials and we will send the information to what, at our discretion, is deemed the most appropriate set of Sembul users. These third parties shall not have direct access to your information without your prior consent.

We may share Information with potential business partners of, or investors in, PIFIQ. All such disclosure is made solely under a confidentiality agreement with the third party who is required not to disclose or use the Information for any other purpose other than is necessary to fulfill the agreement with PIFIQ.

Please note that PIFIQ’s web sites and Applications may contain links to other sites and occasionally allow other sites to be co-branded with PIFIQ. We cannot represent or guarantee that other sites’ privacy policies conform to our own, so please note that sites linked from PIFIQ’s web sites may have privacy policies which differ from those of PIFIQ. PIFIQ’s privacy policy does not cover third party data collection and PIFIQ does not assume any responsibility for the actions of any third parties. You should make every effort to read the individual privacy policies of the partners, advertisers or co-sponsors. You may opt out of sharing your information with such partners, advertisers or co-sponsors by choosing not to use their service or content. Any submissions to Internet discussion areas or other public Internet areas on the PIFIQ web sites are accepted with the understanding that they are accessible to all third parties. If you do not want your comments to be viewed by third parties, you are advised not to make any submissions on the Internet.

Mailing Lists

You consent to allowing PIFIQ to contact you regarding account security, account status, billing notifications, account renewal, changes to any PIFIQ product and service offerings, and other matters relevant to the underlying service and/or the personal information collected.

When your Sembul account is established with us, your primary email address and subsequent email addresses created by you are automatically subscribed to the following mailing lists:

Emergency systems status notifications, alerts and other security warnings from PIFIQ

Special offers, product upgrades, new service or product offerings and marketing newsletters from PIFIQ

Security Measures

PIFIQ has reasonable security measures in place to protect against loss, misuse and interception by third parties. While PIFIQ cannot guarantee that loss, misuse or alteration to data will not occur, we make every effort to prevent such occurrences. PIFIQ assumes no liability for interception, alteration or misuse of information transmitted over the Internet. We will take best efforts to keep your Information in secure data storage in order to safeguard it from unauthorized access. We will keep your Information for as long as it remains necessary or relevant for the identified purposes or as required by applicable law.

You are responsible for the security of all PIFIQ Service Usernames and Passwords. At the time of signing up for new PIFIQ Services, PIFIQ may provide new customers with a standard password that is required to activate the service. PIFIQ strongly recommends that you do not divulge your Username and/or Password to anyone. You should log out of your browser and/or any related Applications at the end of each use session to ensure that others cannot access your personal information and correspondence, especially if you share a computer or are using a computer in a public place.

You should also be aware that when personal information is voluntarily disclosed (i.e. Username, e-mail address, etc.) in the discussion areas or other public areas of the PIFIQ web sites and the Internet, that information, along with any information disclosed in your communication, can be collected and used by third parties and may result in unsolicited messages from third parties. Such activities are beyond our control. PIFIQ cannot ensure and/or warrant the security of any Information transmitted online. You are advised that conveying personal information online is done at your own risk and you remain solely responsible for maintaining the secrecy of Usernames, Passwords and/or any account and/or credit information.

We reserve the right to change this Customer Privacy Policy at any time and you are advised to check this page and any relevant links within PIFIQ Applications periodically for any changes. Your continued use of PIFIQ's products and services, the PIFIQ web sites and Services will constitute your acceptance of such changes.

Summary of Privacy Principles

In compliance with the Personal Information Protection and Electronic Documents Act that came into effect on January 1, 2001, PIFIQ has adopted it for the management of personal information of its customers and employees that we collect, use or disclose. These principles are in accordance with the Personal Information Protection and Electronic Documents Act and the ten principles of Canadian Standards Association Model Code for the Protection of Personal Information (the "Privacy Principles").

Principle 1 – Accountability

PIFIQ is responsible for personal information under their control and shall designate one or more persons who are accountable for compliance with the following principles.

Principle 2 – Identifying Purposes

The purposes for which personal information is collected shall be identified by PIFIQ at or before the time the information is collected.

Principle 3 – Obtaining consent

The knowledge and consent of a customer or employee are required for the collection, use or disclosure of personal information, except where inappropriate.

Principle 4 – Limiting Collection

The collection of personal information shall be limited to that which is necessary for the purposes identified by PIFIQ. PIFIQ shall collect personal information by fair and lawful means.

Principle 5 – Limiting use, disclosure and retention of personal information

PIFIQ shall not use or disclose personal information for purposes other than those for which it was collected, except with the consent of the individual or as required by the law. Personal information shall be retained only as long as necessary for fulfilment of those purposes.

Principle 6 – Accuracy of personal information

Personal information shall be as accurate, complete, and up-to-date as is necessary for the purposes for which it is to be used.

Principle 7 – Security safeguards

Personal information shall be protected by security safeguards appropriate to the sensitivity of the information.

Principle 8 – Openness concerning policies and Practices

PIFIQ shall make readily available to customers and employees specific information about its policies and practices relating to the management of personal information.

Principle 9 – Customer and employee access to personal information

PIFIQ shall inform a customer or employee of the existence, use and disclosure of his or her personal information upon request and shall give the individual access to that information. A customer or employee shall be able to challenge the accuracy and completeness of the information and to have it amended as appropriate.

Principle 10 – Challenging compliance

A customer or employee shall be able to address a challenge concerning compliance with the above principles to the designated person or persons accountable for the PIFIQ's compliance with the Code.

Inquiries and Reporting Misuse of Data

If you have any questions about this Privacy Policy or our information collection practices, please contact us at privacy@sembul.com or contact the Manager – Client Services, PIFIQ Inc, 95 Apple Creek Blvd., Markham, Ontario L3R 1C7 Canada telephone: (416)-214-6363 facsimile: (416)-214-6238. Please contact us forthwith if you suspect misuse of your personal information or other data to abuse@sembul.com.

Updates to Policy

Our business changes constantly and our Privacy Policy may also change from time to time. Please check our website frequently to see if there are any changes to this policy. We will not materially change our policies and practices to make them less protective of your personal information without your prior consent.