

## **Privacy Policy**

*Last updated: January 20, 2022.*

This Privacy Policy describes Meetlab Inc.'s (operating from time to time as "Engamio") and its affiliates' policies for collecting, using, and disclosing your information. You can view Engamio' offerings (the "Service"), through our website [www.engamio.com](http://www.engamio.com) (the "Website"), by email, and through third parties. This Privacy Policy applies to all Engamio Service and Website users ("You"). This Privacy Policy governs your access to the Services and your Website user account (the "User Account"), regardless of how you access it, and by using our Services You consent to the collection, transfer, processing, storage, disclosure and other uses of user data, materials, content, and information ("Information") described in this Privacy Policy.

Herein, "Engamio" designates the Engamio websites, [www.engamio.com](http://www.engamio.com) and [www.engamio.live](http://www.engamio.live), and the information systems that supports them.

Our Privacy Policy explains what Information we collect through the Website, why we collect it, and how we use that Information. It is our policy to respect the privacy of our Users regarding any Information that we may collect while using our Service.

### 1) Terms of the Policy

- a) It is Engamio's policy to comply with the privacy legislation within our jurisdiction. This Privacy Policy covers all activities subject to the provisions of Canada's federal and Ontario's provincial privacy laws, and other international jurisdictions not otherwise specifically addressed by this Policy. The Website and Services are available internationally, and we endeavour to ensure compliance with all applicable privacy legislation in your jurisdiction. Engamio provides its services primarily to Canadian markets, and ensures its compliance with all applicable privacy legislation, including but not limited to, the secure storage of user data, disclosing the collection and use of its user data, and only using its users' data for purposes associated with or ancillary to the Services.
- b) The rights and obligations contained in this Privacy Policy may not be available to all individuals or in all jurisdictions. You may contact our Privacy Officer for more information on this Policy at [support@engamio.com](mailto:support@engamio.com).
- c) Engamio does not knowingly collect personally identifiable information from any person under the age of 13. In the case we discover that a child under 13 has provided us with personal information, we immediately delete this from our servers. If You are a parent or guardian and You are aware that your child has provided us with personal information, please contact us at [support@engamio.com](mailto:support@engamio.com) so that we may remove your child's personal information.
- d) In order to help Engamio maintain and ensure that your personal information is accurate and up to date, You must inform us, without delay, of any change in the information You provided to Engamio.

## 2) Personal Information

a) The personal information Engamio collects includes:

i) If You have a User Account:

- (1) Your First and Last Name;
- (2) Country in which you are Located;
- (3) City (or Region) in which you are Located;
- (4) Email Address;
- (5) Username and Password information; and
- (6) Any other information required in accordance with applicable legislation.

If You have a User Account at a subscription level requiring payment, Engamio will also collect your credit card information;

ii) If You are only using the Services and/or Website as a recipient of a custom-made, purpose built online game/activity (an “Engager”) from an Engamio user:

- (1) Your First and Last Name;
- (2) Optionally, as determined by the user:
  - (a) A Photo of You;
  - (b) A Brief Personal Biography;
  - (c) Copies of Professional Credentials;
  - (d) Geographic Positioning Data;
  - (e) Your e-mail address;
  - (f) Information as required by the user to interact with the Engager; and
- (3) Any other information required in accordance with applicable legislation.

(the “Data”)

b) Engamio may collect personal information through the following means:

- i) Directly from You/the User;
- ii) Through a User Account;
- iii) Electronic Devices;
- iv) Third Party Sources; and
- v) Refund Requests

c) Engamio does not collect personal health or medical information. Do not provide your personal health or medical information to Engamio or while participating in an Engager. Personal health and medical information includes but is not limited to a social security number, medical records, patient reports, medical test results, and any other information which would reasonably be identified as health-related in nature.

- d) You must create a User Account to begin creating and developing your own Engagers and sharing them with other Users and the public (Attendees, Participants). Once your User Account is created, your Data may be used for purposes including but not limited to:
  - i) As required to build or interact with an Engager;
  - ii) Processing Refunds or Exchanges;
  - iii) Administering Promotions;
  - iv) Managing your User Account;
  - v) Providing the Engagers to your chosen participants;
  - vi) Administering, billing, and collecting funds in relation to your use of Website or the Services;
  - vii) Protecting against fraud or error;
  - viii) Communicating with You to fulfill requests and ensure satisfaction;
  - ix) Fulfilling the terms of a warranty or agreement; or
  - x) Facilitating a refund or reimbursement;
- e) To help us monitor and improve the Website quality, we may collect your computer or mobile phone's Internet Protocol (IP) address, browser type, the web page visited before You came to our websites, information You search for on the Website, locale preferences, transactions date and time, operating system information, as well as metadata concerning your Data such as software of origin and typology.
- f) Engamio will always seek your consent before or at the time that we collect personal information. Engamio may collect information about You from a third party if You have consented to that third party to release your information, for example, for payment or credit card processing. Engamio may also utilize the services of third parties and may receive personal information collected by those third parties in the course of the performance of the Services. Engamio requires all third parties to provide confirmation that they are authorized to release your information.
- g) Engamio is the sole and exclusive owner of the Data and will not sell, share, lease, or otherwise distribute or disclose the Data in any way other than as disclosed by this Policy. Data may be collected through multiple pages on the Website.

### 3) Cookies

- a) To ensure that the Website is optimized for ease of use, we or our service provider(s) may use Cookies to collect standard information about your language preferences, when You visit the Site, your browser type and version, and other similar information. You are not required to accept Cookies from the Website. You can reset your browser to notify You when it has received a Cookie or refuse to accept Cookies. However, if You refuse to accept Cookies, You may limit your viewing and/or not be able to access all features on the Website or an Engager.
- b) Engamio or its hosting providers may collect traffic information and information about your

visit in a log file on a server. Log file information may include, but is not limited to, internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, platform type, date/time stamp, and number of clicks. We or our hosting provider use this information to analyze trends, administer sites, track aggregations of users' movements, and gather demographic information for aggregate use. IP addresses and other log file information are not connected to personally identifiable information.

- c) Engamio may also collect information from web beacons which indicate whether You visited a certain page on a website, opened a promotional email, or clicked on an online advertisement.
- d) Engamio may collect geographic location from your mobile device or IP number to determine the nearest store or suggest specific product shipping offerings.
- e) This Website is not designed to recognize "Do Not Track" requests from web browsers.

#### 4) Authorized Disclosure and Use

- a) Engamio discloses personally-identifying information ("Personal Information") only to its employees, contractors and affiliated organizations and third parties that need to know that Personal Information to process it on Engamio' behalf or to provide the Services, and that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations and third parties may be located outside of Canada and/or outside your jurisdiction. By using the Website or the Services, You consent to the disclosure of such information to them for purposes including but not limited to:
  - i) Providing the Services;
  - ii) Operating the Engagers;
  - iii) Processing your payment;
  - iv) Managing and administering to User Accounts;
  - v) Sending marketing and promotional communications;
  - vi) Conducting feedback and User surveys;
- b) Engamio may also use your Personal Information, specifically your contact information, including but not limited to your name and email address, with your consent for the following purposes:
  - i) to send You the Engamio newsletter;
  - ii) to inform You of Engamio contests or surveys and provide associated notices and updates;
  - iii) to inform You of special offers from Engamio and its partners and select third parties and to provide associated notices and updates; or
  - iv) to inform You of updates to the Website and Services;
- c) Your personal information may also be used and disclosed:
  - i) to comply with valid legal proceedings;
  - ii) to respond to a complaint or dispute;
  - iii) during an emergency situation where health or safety is at risk;
  - iv) to protect the rights of Engamio;

- v) to prevent fraud or abuse of Engamio or its Users;
- vi) to protect the safety of any individual from injury or death;
- vii) as required by our professional advisors;
- viii) where the personal information is publicly available; or
- ix) with your consent.

In such event, only the minimum amount of personal information required to fulfill the contemplated purpose will be disclosed.

- d) Collected Information and Cookies may be used in aggregate form to assess how our Clients use our website, so that our partners may also understand how often people use our Services. Your consent will always be sought prior to Cookies being allowed from the Website.
- e) When You contact Engamio to obtain support, we may keep a record of your communication to help solve any issues You might be facing and reserve the right to publish it without any way to identify its origin, to help us support other Clients.
- f) If we are involved in a merger, acquisition, or sale of all or a portion of our assets, your Data and Information may be transferred as part of that transaction. We will notify You via email and a notice on our websites of any change in control or use of your Data or Information. We will also notify You of choices You may have regarding the Data and Information.
- g) We may share aggregated, non-personally identifiable information publicly and with our partners, such as publishers, advertisers or connected sites. For example, we may share information publicly to show trends about the general use of our Service. We may also share or resell anonymized, aggregate data collected through the Website to third parties. Engamio will never disclose data which may personally identify You without your prior written consent.
- h) Engamio may share anonymized, aggregate data with third party sponsors of various Engagers (a "Sponsor"). In such event, Engamio will take reasonable measures to ensure that the Sponsor is at all times acting in compliance with the applicable privacy legislation in both the Sponsor's and your jurisdiction.
- i) You may change or withdraw your consent, or update your Personal Information at any time, subject to legal or contractual obligations and reasonable notice by contacting our Privacy Officer in writing to support@engamio.com. Engamio may terminate any services to You immediately if You withdraw your consent to the collection of Personal Information. Engamio may require that You provide to us sufficient information to identify yourself before we comply with any request regarding Personal Information or Data stored by Engamio. Engamio will use all reasonable efforts to respond to user requests in a timely manner.

## 5) Retention of Data and Information

- a) You may change or update your privacy preferences through your User Account. This includes:
  - i) Updating your address and personal information;
  - ii) Changing your subscription level between Sandbox, PRO, Custom, and Enterprise;
  - iii) Subscribing or unsubscribing to marketing and promotional communications; and
  - iv) Suspending or deactivating your User Account;
- b) Engamio will retain your information for as long as needed to provide You the Services. Your information may also be retained in anonymized, aggregate form to comply with our contractual obligations to Sponsors or third parties. We use industry-standard encryption and security standards to protect your information. Once your User Account is closed, your Data will be deleted automatically. If You wish to cancel your account, You may request the account cancellation by contacting us at [support@engamio.com](mailto:support@engamio.com) or through your account settings.
- c) Engamio may retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. Consistent with these requirements, we will endeavour to delete your information quickly upon request. Please note, however, that there might be latency in deleting information from our servers and backed-up versions might exist after deletion. In the event that You request information for deletion which has been sold or otherwise transferred in anonymized, aggregate format to a third party, Engamio shall endeavour to take such reasonable steps as it determines in its sole discretion are required to ensure the information is deleted by the third party in a timely manner.
- d) Engamio will make every reasonable effort to respond to a written request relating to your Data within 30 days after receipt of such request.
- e) If a specific purpose is stated on the Website for the collection of information from You, the information collected will only be stored and used for that stated purpose. Your information will not be used for any other purpose which is not stated explicitly on the Website.
- f) Where Engamio desires to transfer your personal information to a third party, we may do so if we first ascertain that the third party is subject to a written agreement requiring that the third party provide at least the same level of privacy protection as Engamio and that the third party is acting in compliance with applicable privacy legislation. You may not hold us responsible if a third party to which we transfer such information processes it in a way contrary to any restrictions or representations, unless Engamio knew or should have known that the third party would process it in such a contrary way and we have not taken reasonable steps to prevent or stop such processing.
- g) Engamio will not process personal information in a way that is incompatible with the purposes for which it has been collected or subsequently authorized by You. We generally assume that information that You give to us is accurate. If information You give to us is inconsistent with other information You give to us or with information that is available in public records or from other sources that Engamio is permitted by law or agreement to use, Engamio will use reasonable efforts to make sure that the information we process is accurate.

- h) Engamio may refuse to provide access to information to the extent that disclosure is likely to interfere with the safeguarding of important countervailing public interests, such as national security; defense; or public security. Other reasons for denying or limiting access are:
  - i) Interference with execution or enforcement of the law, including the prevention, investigation or detection of offenses or the right to a fair trial;
  - ii) Interference with private causes of action, including the prevention, investigation, or detection of legal claims or the right to a fair trial;
  - iii) Disclosure of personal information pertaining to other individual(s) where such references cannot be redacted;
  - iv) Breaching a legal or other professional privilege or obligation;
  - v) Breaching the necessary confidentiality of future or ongoing negotiations, such as those involving the acquisition of publicly quoted companies;
  - vi) Prejudicing employee security investigations or grievance proceedings;
  - vii) Prejudicing the confidentiality that may be necessary for limited periods in connection with employee succession planning and corporate reorganizations;
  - viii) Prejudicing the confidentiality that may be necessary in connection with monitoring, inspection or regulatory functions connected with sound economic or financial management; or
  - ix) Other circumstances in which the burden or cost of providing access would be disproportionate or the legitimate rights or interests of others would be violated.

## 6) Third Party Applications

- a) Our Privacy Policy does not apply to services offered by other companies or individuals, including products or sites that may be linked from our Services. Our Privacy Policy does not cover the information practices of other companies and organizations who advertise our services, and who may use cookies, pixel tags and other technologies to serve and offer relevant ads.
- b) We may share your information with a third party application with your consent, for example for payment processing. We accept no responsibility or liability in respect of any third party. Please refer to the privacy policies published on any third party sites which You may access through our site before submitting personal information to them.

## 7) Enforcement

We regularly review our compliance with our Privacy Policy. When we receive formal written complaints, we will contact the person who made the complaint to follow up. We work with the appropriate regulatory authorities to resolve any complaints regarding the transfer of Data and Information that we cannot resolve with our Clients directly.

## 8) Security

The security of your Data and Information is important to us. We follow the generally accepted standards held within our industry to protect the information submitted to us, both during transmission and once we receive it. We store our data on internal, external, and encrypted online servers, protected with firewalls, malware protection, and multiple backup points.

However, no method of electronic transmission or storage is 100% secure. Therefore, we cannot and do not guarantee absolute security. Unless specific contractual arrangements are made with You, Engamio may process your Data on a server located outside your jurisdiction.

#### 9) Privacy Officer

The Privacy Officer for Engamio is Dinmukhamed Kunayev. Should You have any questions about this policy, including any complaints, You may contact our Privacy Officer at support@engamio.com or by written notice delivered to 4711 Yonge Street, 10th floor, office 10004, M2N 6K8, Toronto, Canada.

#### 10) Costs

Engamio reserves the right to charge a reasonable amount to respond to requests to produce transcripts, copies, or transfers of its Data. You will be notified prior to being assessed a charge for such services.

#### 11) Changes to This Privacy Policy

Our Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your explicit approval. We will post any privacy policy changes on our websites and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of Privacy Policy changes). We will also keep archived versions of this Privacy Policy for your review. By using the Website, You acknowledge and agree to this procedure.

#### 12) Governing Law

This Privacy Policy is governed by the laws of the Province of Ontario and applicable laws of Canada and these laws apply to the use of the Services by You, notwithstanding your domicile, residency or physical location. The Services are intended for use only in jurisdictions where it may lawfully be offered for use.

#### 13) Enforceability

If any term of this Privacy Policy is deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from this Privacy Policy and the remaining terms will continue to apply.

#### 14) No Waiver

Failure of Engamio to enforce any of the provisions set out in this Privacy Policy or failure to exercise any option to terminate shall not be construed as a waiver of such provisions and shall not affect the validity of this Privacy Policy or any part thereof, or the right thereafter to enforce each and every provision.

#### 15) Agreement to Terms of Policy

By using the Website and/or providing information to us, You accept and agree to the collection and use of your personal information for the purposes described hereinabove.

#### 16) Arbitration

In the event of any dispute relating to or arising out of your use of the Privacy Policy, such dispute shall be settled and determined by a single arbitrator in accordance with the Arbitration Act of Ontario. If You and Engamio are unable to agree on an arbitrator within fifteen (15) days after Engamio is made aware of the dispute, then the parties shall submit the matter to the ADR Institute of Ontario (or its successor), which shall choose the arbitrator. The decision of the arbitrator shall be final and binding without appeal on questions of law or fact or for any reason whatsoever. Costs of the arbitration shall be shared equally between You and Engamio. In the event arbitration is not allowed by law, any other action must be brought only in the courts of Ontario, Canada.