

## PRIVACY POLICY OF EQUIMAKE INC.

Last updated on April 23, 2024.

Please read carefully the following privacy policy (hereinafter the "**Policy**") of the Platform.

Some capitalized terms used in this Policy are defined in the Platform's Terms of Use. Please read them carefully in conjunction with this Policy.

### SECTION 1 - SCOPE OF THE POLICY

#### a. Purposes of this Policy

In the face of new challenges and dangers relating to the preservation of the security of Personal Information (as defined hereinafter) arising from online business, it is necessary to pay particular attention to the protection of privacy. That's why we take the privacy of your Personal Information seriously and are committed to respecting the confidentiality of the information we collect.

EQUIMAKE is committed to respecting, in accordance with this Policy and applicable federal and provincial laws in force in the Province of Quebec, the obligations concerning the collection and processing of your personal and confidential information, obtained in the course of operating its business, so that everyone can benefit from and safeguard the respect of their privacy.

In doing so, EQUIMAKE wishes to ensure the accuracy, security, and confidentiality of your Personal Information, and not to collect, use or disclose your Personal Information other than in accordance with this Policy and such applicable laws.

We collect your Personal Information as part of our mission to provide our Users with a web platform that aims to provide a collaborative creation platform that helps learners, gamers, artists and coders who want to connect, create and grow with others by removing social, tech and creative barriers and enabling community-driven innovation (hereinafter the "**Services**") via our Platform.

This Policy is in compliance with the applicable privacy legislation in the province of Quebec, including Canada's *Privacy Act* (R.S.C., 1985, c. P-21) and Quebec's *Act respecting the protection of personal information in the private sector* (CQLR, c. P-39.1) (hereinafter collectively referred to as "**Applicable Privacy Legislation**").

#### b. Application of this Policy

By browsing the Platform you, as the User, agree to the terms and conditions of this Policy. You agree that your Personal Information collected when filling in any online form, submitting information, requesting to make contact, uploading or downloading content to the Platform, and/or requesting other product-related Services, will be transmitted to the relevant and authorized EQUIMAKE personnel.

By browsing the Platform, accepting this Policy or providing us with Personal Information after having had the opportunity to review this Policy or any supplemental notice, you agree that your Personal Information will be treated in accordance with the Policy and the supplemental notice, if any.

We only collect Personal Information that is reasonably required to provide and manage our Services and operations. We collect your Personal Information in a variety of ways. For example, we collect it directly from you, from third-party service providers, or when you visit our Platform.

The Policy applies to you in all situations where you interact with EQUIMAKE or the Platform, and we collect information about you, including when you visit our Platform, use our Services or communicate with us by any means.

The Policy describes the information that EQUIMAKE may collect from its Users in the course of its activities.

The Policy also describes, among other things, how EQUIMAKE handles, stores and/or destroys your Personal Information, the purposes for which it is collected, how it is used and the circumstances in which it may be transmitted to third parties. The Policy details your rights regarding the collection, transfer, use, retention and disclosure of your Personal Information.

Additionally, the Policy describes the processes by which you can access, update, or correct your Personal Information, and the options you have regarding the protection of your privacy.

### **c. Third-Party Providers**

EQUIMAKE will only communicate to third parties whose participation is strictly necessary for the delivery of the Services and/or the maintenance of our commercial relationship with you, as the case may be, the information necessary for these purposes (the aforementioned third parties are hereinafter collectively referred to as the "**Third-Party Providers**").

In some cases, at the time of collection of your Personal Information, we may provide you with additional information relating to the processing of your Personal Information. We may

also, in some cases, obtain specific consent from you regarding the use or disclosure of your Personal Information.

By providing EQUIMAKE with your Personal Information, you authorize EQUIMAKE to use and disclose your Personal Information to Third-Party Providers, as the case may be, in connection with the delivery of Services, the management of our contractual relationship, our business relationship with you, and in accordance with this Policy and as authorized or required by law, as well as implicitly, if permitted by the circumstances.

**d. Additional consents and withdrawal**

EQUIMAKE will seek your consent before using your Personal Information for purposes other than those covered by your initial consent under the Policy.

Additionally, you may withdraw your consent at any time, subject to legal and contractual restrictions and reasonable notice. Please be aware, however, that without your consent, EQUIMAKE may not be able to provide or continue to provide you with certain Services or information that may be useful to you.

If you provide EQUIMAKE or its Third-Party Providers with Personal Information about another individual or entity, you agree that you have the necessary authorization to do so and/or that you have obtained all necessary consents from that third-party to allow us to collect, use and disclose their Personal Information for the purposes set out in this Policy.

**YOU HEREBY FULLY ACKNOWLEDGE AND AGREE, WITHOUT RESERVATION, THAT YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR COMPLIANCE WITH THE PROVISIONS OF THIS SUBSECTION, AND THAT EQUIMAKE SHALL NOT BE HELD LIABLE IN ANY WAY FOR FAILURE BY YOU TO OBTAIN PRIOR PROPER AUTHORIZATION AND/OR CONSENTS FROM SAID THIRD-PARTY.**

To withdraw your consent or stop receiving electronic communications from us, please contact our Privacy Officer via the coordinates indicated in **Section 2** of this Policy.

**SECTION 2 - PRIVACY OFFICER**

Please feel free to contact EQUIMAKE's privacy officer (hereinafter the "**Privacy Officer**") with any questions, comments or concerns you may have regarding the Policy, how we handle your Personal Information, or to exercise your rights regarding your Personal Information. Our Privacy Officer can be reached:

By email: [info@equimake.com](mailto:info@equimake.com); or

By mail: EQUIMAKE INC., 1405-3505 Rue Sainte-Famille, Montréal QC H2X 2L3, Canada

The Privacy Officer will contact you within thirty (30) days of receiving your communication.

### **SECTION 3 - ROLES AND RESPONSIBILITIES OF EQUIMAKE PERSONNEL**

Within EQUIMAKE, we may assign or have assigned roles and responsibilities as follows:

The Privacy Officer is responsible for:

- (i) implementing privacy policies and procedures within EQUIMAKE;
- (ii) training our staff on privacy policies and obligations;
- (iii) keeping a register of incidents relating to the confidentiality of Personal Information;
- (iv) assess the possible consequences of a privacy incident;
- (v) notify the Commission d'accès à l'information du Québec in the event of a privacy incident that could cause serious harm; and
- (vi) participate in the detection of confidentiality risks and notify the persons responsible in the event of a confidentiality incident.

The Operations Manager is responsible for:

- (i) ensuring that all employees have signed a non-disclosure agreement and that it is recorded on the server;
- (ii) ensure that employee access rights to the server are controlled;
- (iii) ensure that all Third-Party Providers have and comply with a privacy policy; and
- (iv) helping to identify risks of confidentiality breaches and notifying the responsible persons in the event of a confidentiality-related incident.

Administrative staff are responsible for:

- (i) collecting Personal Information from Users;
- (ii) obtaining consent for the use of the Users' Personal Information;
- (iii) signing and abiding by their non-disclosure agreement; and

- (iv) participate in identifying risks of confidentiality breaches and notify responsible persons in the event of a confidentiality incident.

EQUIMAKE trains and educates its employees (hereinafter referred to as the "**Employees**") by:

- (i) explaining the provisions of their non-disclosure agreement when they are hired and providing them with a yearly reminder thereafter;
- (ii) periodically reminding employees of confidentiality requirements at annual meetings; or
- (iii) raising awareness of confidentiality incident reporting.

#### **SECTION 4 - DEFINITION OF "PERSONAL INFORMATION"**

"**Personal Information**" refers to information that is specifically associated with a natural person and that can be used to identify that person, either on its own or in combination with other information that EQUIMAKE may have access to. Information that has been rendered anonymous or arranged so that it can no longer be used to identify a particular individual does not constitute Personal Information. For example, an individual's office mailing address is not Personal Information in and of itself, except when it is mentioned in conjunction with other information about the individual, or when its mere mention would reveal Personal Information about the individual.

#### **SECTION 5 - WHAT PERSONAL INFORMATION DO WE COLLECT?**

EQUIMAKE collect the following Personal Information from the User when they sign up or log on to the Platform:

- (i) Information about your identity and contact details, such as your email address, your name, your preferred communication language(s) and profile picture/ avatar. Note that this information can be extracted from synchronization with another platform or software, for example Google or Discord when you log in;
- (ii) Your User nickname;
- (iii) Information collected automatically when you visit and sign up/ log on to our Platform such as the type of device used, the type of browser used and/or the operating system, the website(s) visited when you arrive on the Platform. This information can be extracted from synchronization with a Third-Party Provider,

such as Firebase Analytics, one of our Third-Party Providers that helps us understand User behavior on the Platform;

- (iv) Information extracted from the synchronization with a Third Party Provider, such as Stripe, our Third Party payment Provider, for instance the time and date of payment, the amount paid, the type of card used, the full name appearing on the card and the last four digits of the credit card number used, and the zip code of the address linked to the card used when purchasing on the Platform;
- (v) Demographic data, anonymous information and pseudonymous data for Users that do not sign up or log on to the Platform, but simple browses on our Platform, such as a User approximate location (country and city);
- (vi) Information collected automatically when you log on to our Platform and modify/ personalize your settings, such as visit or chat history or the time and date cookies were accepted, and preferences chosen, such as a nickname change or the possibility to make your 3D experience public or private.

## **SECTION 6 - HOW DO WE COLLECT YOUR PERSONAL INFORMATION?**

EQUIMAKE may collect Personal Information from the User in the following ways:

- (i) when you save Personal Information on the Platform;
- (ii) when you create an Account on the Platform;
- (iii) when you log on to the Platform as a registered User;
- (iv) when you request a Service; and
- (v) when you provide information in your Account.

## **SECTION 7 - FROM WHOM DO WE COLLECT YOUR PERSONAL INFORMATION?**

We generally collect Personal Information from the following:

### **a. From you or an authorized representative**

The Platform is designed for use by adults only as understood in the province of Quebec. EQUIMAKE does not knowingly collect Personal Information from persons under the age of eighteen (18).

The User may provide us with Personal Information directly, for example by mail, email, phone call, or text messages, through third-party applications, such as Discord or directly through the Platform, as each of the 3D experience allows the Users to communicate with each other.

In some cases, namely when the User is a minor or is under legal guardianship, Personal Information may be provided to us by the person who has parental authority over the User, or by its legal guardian or agent, as the case may be.

For instance:

- (i) We collect your Personal Information when you fill out our registration form or when you update your Personal Information or import contacts, to provide you with the Services you require;
- (ii) We collect your Personal Information when you fill out an order form, a resource download form, a contact import form, a contact form, a support form, a community discussion form, a feedback form or a survey;
- (iii) We collect your Personal Information when you fill out the following forms on our Platform: mailing list, order form, opinion poll, resource download form, authorization to access the User's Personal Information form, support form.

**b. From other sources**

Occasionally, we may receive Personal Information from other sources. In such cases, we will only do so with your consent, or as required or permitted by law.

For instance:

- (i) When you give us access to some information on your social media pages or share content created on the Platform on your social media pages; and
- (ii) We might also get access to your Personal Information through referral, affiliates, or recommendation programs, or through publicly accessible sources including events, fairs, and social media.

**c. From the Platform**

"**Cookies**" are files created by a website to record information about your computer's navigation on the site. They enable us to collect certain information during exchanges between your computer and our server.

Most cookies do not reveal your identity. They are only collected because of the technological requirements inherent in Internet browsing. Most browsers automatically accept cookies, but it is generally possible to modify this behavior. However, if you choose to refuse cookies, you may not be able to identify yourself or use certain functions of the Platform.

We use the information thus collected to adapt the Platform to your preferences, to compile statistics about your consultation and use of our Platform and our electronic communications, such as our Crisp chat history, and to present you with EQUIMAKE advertisements aiming to promote other Users' 3D contents.

We only use first party Cookies that are necessary for the operation of the Platform. For example, Session cookie stored as httpOnly, which is a secure token that is only accessible by the server, this Session cookie stores a JWT token that is encrypted and stores session information.

However, we use Crisp chat so the User can request support. Crisp sometimes stores the session to identify the chat session. It is not related to our Platform and Crisp only tracks Users' location and their device.

Most Cookies do not reveal your identity. They are only collected because of the technological requirements inherent in Internet browsing. Most browsers automatically accept Cookies, but it is generally possible to modify this behavior. However, if you choose to refuse Cookies, you may not be able to identify yourself or use certain features of the Platform.

The use of such information allows us to improve the Services, personalize your experience and better track your past usage.

In addition to the methods described above, we may also collect information using Cookies or similar technologies, particularly during your visits to our Platform. These methods enable us to collect various types of information, including the pages you visit, the emails you read and other information.

This information is also used to:

- (i) Follow the User's past requests, questions and answer their inquiries on Crisp chat.
- (ii) Securely authorize the Users to log on the Platform and protect their identity.

## **SECTION 8 - HOW DO WE USE COOKIES?**



We use technologies such as Cookies or pixels to perform various functions on our Platform.

Cookies are automatically stored on your electronic devices, allowing you to connect to the Platform at a later time and enabling EQUIMAKE to customize the Platform to provide you with the Services in the most appropriate manner.

The Cookies we use are only first-party Cookies, which means that they are created by the host domain – the domain the user is visiting: EQUIMAKE. These Cookies are generally considered good; they help provide a better user experience and keep the session open.

Our Cookies include, but are not limited to, the following:

- (i) Session Cookie stored as httpOnly, which is a secure token that is only accessible by EQUIMAKE's server. This Session Cookie stores JSON web tokens ("**JWT token**") that is encrypted and stores the User's session information.
- (ii) Server-side Cookies, which is a secure Cookie with encrypted JWT token that allows the server to authorize the User and does not ever store a password of said User. The token is valid for one (1) hour and can be revoked. The token is protected against cross-site scripting attacks as well as other attacks.

We use Firebase Authentication, a service that uses Firebase Analytics Cookies, to analyze your use of our Platform, to generate reports for us on the activities of visitors to the Platform and to offer other services related to the use of the Platform and the Internet. This information is not transmitted to us in a form that allows you to be identified.

There are several types of Cookies, some of which expire when the User closes the browser and no longer have any effect, while others may be retained. The User may deactivate Cookies at any time. In this case, EQUIMAKE does not guarantee optimal operation of the Platform.

You can also prevent Cookies from being saved by configuring your Internet browser. However, if you choose the latter option, you may not be able to take full advantage of the Platform.

## **SECTION 9 - WHY DO WE COLLECT YOUR PERSONAL INFORMATION?**

We use your Personal Information to provide you with our Services, to manage our business, to communicate offers and information we believe may be of interest to you, to enhance your overall customer experience and for other purposes permitted or required by law.

Specifically, we use your Personal Information for the following purposes:

**a. To provide you with our Services**

User information is collected through the interaction that may be established between the User and the Platform for the provision of our Services, and more specifically for the following purposes:

- (i) Understand the User's use of the Platform; and
- (ii) Improve the Platform, its features and the Services.

Additionally, your Personal Information collected by EQUIMAKE hereunder will be accessible by authorized and appropriate employees as defined by EQUIMAKE.

**I, THE USER, CONSENT TO THE USE OF MY PERSONAL INFORMATION TO ENABLE EQUIMAKE TO RENDER ITS SERVICE PROVIDING A COLLABORATIVE CREATION PLATFORM THAT HELPS LEARNERS, GAMERS, ARTISTS AND CODERS WHO WANT TO CONNECT, CREATE AND GROW WITH OTHERS BY REMOVING SOCIAL, TECH AND CREATIVE BARRIERS AND ENABLING COMMUNITY-DRIVEN INNOVATION.**

**b. To manage our operations**

We use your Personal Information for several purposes in connection with our business and operations, specifically to:

- (i) Manage and/or improve the Platform and facilitate its use;
- (ii) Manage customer and business relationships;
- (iii) Enable your participation in surveys or, where applicable, promotions, chats, seminars or workshops;
- (iv) Monitor and investigate incidents; and
- (v) Meet our legal and regulatory obligations under Applicable Privacy Legislations.

**I, THE USER, CONSENT TO THE USE OF MY PERSONAL INFORMATION TO ENABLE EQUIMAKE TO MANAGE ITS OPERATIONS.**

**c. To enable us to communication with you**

We use your Personal Information to communicate with you in a number of ways:

- (i) Send notifications by email, when a User signs up;
- (ii) Answer the User's feedback on Productlane, and process their request;
- (iii) Inform the User in a variety of ways (e.g. by email, Crisp chat, Discord channel, or through the Platform) about our programs, products, services, special offers, promotions, contests, events or 3D content which we believe may be of interest to the User; and
- (iv) Provide the User with personalized advertising about our Services, such as other Users' 3D contents, which we believe may be of interest to the User.

**I, THE USER, CONSENT TO THE USE OF MY PERSONAL INFORMATION TO ALLOW EQUIMAKE TO CONTACT ME.**

#### **SECTION 10 - WHAT HAPPENS IF YOU DO NOT CONSENT TO THE COLLECTION OF YOUR PERSONAL INFORMATION?**

You may, at any time, refuse the collection of your Personal Information.

Please note, however, that with the exception of Cookies, which are not required for the provision of Services, we will not be able to provide the Services offered without having access to your Personal Information.

#### **SECTION 11 - WHO OUTSIDE OF EQUIMAKE MAY HAVE ACCESS TO YOUR PERSONAL INFORMATION AND HOW DO WE SHARE IT?**

EQUIMAKE staff and, with your written or oral consent and where necessary, our Third-Party Providers, may have access to your Personal Information.

We may disclose your Personal Information to our Third-Party Providers and other third-parties - with your consent or where otherwise permitted or required by applicable law - for the purposes described in this Policy and in accordance with the Applicable Privacy Legislation. We do not sell your Personal Information, except in connection with the sale or transfer of part of our business.

We do not disclose your Personal Information to any person or entity outside of EQUIMAKE, except as set out below:

**a. Third-Party Providers whose intervention is necessary to provide you with the Services**

We may disclose Personal Information to our Third-Party Providers. These Third-Party Providers help us provide our Services, conduct our business, operate our technology systems and applications and infrastructure, and implement our internal procedures and advertising and marketing strategy. We may also subcontract certain Services we provide to our customers, including the User, to Third-Party Providers, namely for the following features and Services:

- (i) Provision of data hosting services on the servers of Cloudflare Pages a Third-Party Providers, such servers being located in the United States of America;
- (ii) Use of an authentication tool provided by a Third-Party Provider, such as Google Firebase to log on the Platform;
- (iii) Provision of suggestions within the Platform based on the User activity;
- (iv) Use of a software, platform or tool provided by a Third-Party Provider, including internal communications and live chat with a EQUIMAKE representative, such as Crisp;
- (v) Processing or analysis of Personal Information;
- (vi) Use of online payment platforms offered by a Third-Party Provider, such as Stripe, to process payment for services offered to the User.

**BY USING EQUIMAKE'S SERVICES, I, THE USER, CONSENT TO MY PERSONAL INFORMATION BEING TRANSITED THROUGH THE SYSTEMS OF SUPPLIERS WHO ENABLE EQUIMAKE TO PROVIDE ITS SERVICES.**

**b. Purchaser of EQUIMAKE if it were sold or transferred or in certain other corporate transactions**

We may decide to sell or transfer all or part of our business or to an acquiring third-party, merge with another entity, insure our assets, or enter into any other financing or other strategic corporate transaction (including insolvency or bankruptcy proceedings), restructuring, sale of shares or other change in control of EQUIMAKE. In such a case, the information transferred as an asset of EQUIMAKE will be subject to the same guarantees as those in this Policy.

**I, THE USER, CONSENT TO THE DISCLOSURE OF MY PERSONAL INFORMATION WHEN REQUIRED FOR THE PURPOSES OF SUCH A TRANSACTION.**

**c. Other third-parties, when required or authorized by applicable laws**

The Applicable Privacy Legislation permits or requires the collection, use or disclosure of personal information without consent in limited circumstances (e.g. to investigate or prevent suspected or actual unlawful activity, including fraud, or to assist law enforcement or government agencies). These circumstances include specific situations permitted or required by law, as well as situations where it is necessary to do so to protect us or our employees, customers or others. In such circumstances, we will disclose only as much Personal Information as is reasonably necessary to fulfill the purposes for which it is to be disclosed.

Please note that under the federal and provincial laws applicable in the Province of Quebec, EQUIMAKE may be required to disclose your Personal Information to authorized persons, including the following situations:

- (i) We may disclose information that we hold to protect an individual or group of individuals when there is reasonable cause to believe that there is a serious risk of death or serious bodily harm to the individual or group, such as a disappearance or an act of violence, including a suicide attempt, and the nature of the threat inspires a sense of urgency. The information may then be communicated to the person or persons exposed to this risk, to their representative or to any person likely to come to their aid. Only the information necessary for the purposes of the communication will be communicated; and
- (ii) We may also communicate information to the Director of Criminal and Penal Prosecutions or to a person or group responsible for preventing, detecting or repressing crime or legal offenses when the information is necessary for the purposes of a prosecution for an offense under a law applicable in Quebec.

**I, THE USER, CONSENT TO THE DISCLOSURE OF MY PERSONAL INFORMATION TO AUTHORIZED THIRD PARTIES WHEN REQUIRED OR PERMITTED BY APPLICABLE LAW.**

**d. Other third parties, with your consent**

Unless otherwise specified in this Policy, Personal Information provided by the User will not be transferred to third parties without the User's consent. We may, with your Explicit Consent or Implicit Consent (these terms are defined in **Section 15**), and in compliance with Applicable Privacy Legislation, communicate or disclose your Personal Information to persons or entities outside EQUIMAKE.

You will not find third-party advertising displayed on our Platform. We do not allow third parties to collect your Personal Information on our Platform without your consent. EQUIMAKE prohibits and is not responsible for the resale or use by third parties of *opt-ins* obtained through the Platform. If you have agreed to share your contact information with partner organizations, we will share it with them. We do not sell or rent your Personal Information without your consent.

In addition, EQUIMAKE may also publicly republish or reshare your Personal Information when you post EQUIMAKE-related content on social media. By clicking on an external link located on the Platform, you may access External Websites that have their own privacy policies. You are therefore advised to consult them, as you will be subject to them.

**I UNDERSTAND, AS THE USER, THAT MY CONSENT, EXPLICIT OR IMPLICIT, ALLOWS EQUIMAKE TO DISCLOSE MY PERSONAL INFORMATION TO AUTHORIZED THIRD PARTIES.**

## **SECTION 12 - HOW LONG DO WE KEEP YOUR PERSONAL INFORMATION?**

We store your Personal Information on Firebase servers hosted by Google, and located in the United States. Unless otherwise required by Applicable Privacy Legislation, we retain Personal Information only as long as necessary for the fulfillment of the purposes for which it was collected. The length of time may vary depending on the nature of the information.

The User's Personal Information will not be retained beyond the purposes for which it was collected. EQUIMAKE abides by the retention period established by this Policy, which is in compliance with Applicable Privacy Legislation.

Data deletion occurs when the User submits a request to have their Account deleted. Unless otherwise provided by applicable law, the User will then have thirty (30) days to recover their data. Upon expiry of this period, EQUIMAKE will permanently delete it.

When we no longer need your Personal Information, we securely destroy it or make it anonymous (so that it can no longer be used to identify you).

## **SECTION 13 - WHAT ARE THE RISKS INVOLVED IN PROCESSING YOUR PERSONAL INFORMATION?**

EQUIMAKE is committed to maintaining a high level of security by integrating the latest technological innovations to ensure the confidentiality of the User's transactions in order to protect the User's personal data from unauthorized access, use or disclosure. EQUIMAKE is committed to maintaining a confidentiality incident log.

Given the risks inherent in the use of computer systems, however, we cannot ensure or warrant the absolute security and confidentiality of any information you transmit or provide to us, and you do so at your own risk. If you have reason to believe that Personal Information has been compromised, please contact our Privacy Officer via the coordinates indicated in **Section 2** of this Policy. If a password is used to protect the User's account and personal information, it is the User's responsibility to keep the password confidential.

EQUIMAKE undertakes not only to keep a register of confidentiality incidents, but also to implement internal practices to limit or prevent the consequences of a confidentiality incident involving Personal Information.

A privacy incident may be, among other things:

- (i) an unauthorized access to Personal Information;
- (ii) the use of Personal Information not authorized by law;
- (iii) the unauthorized disclosure of Personal Information; or
- (iv) the loss of personal information or any other breach in the protection of such information.

In the event of a privacy incident involving your personal information held by EQUIMAKE, the latter will notify you and the Commission d'accès à l'information du Québec of any privacy incident that presents a risk of serious harm.

## **SECTION 14 - IS YOUR PERSONAL INFORMATION TRANSFERRED OUTSIDE OF QUEBEC?**

Some of your Personal Information may be transferred outside Quebec. In this case, the servers of Third-Party Providers whose intervention is required to provide our Services are located in the United States of America and Canada.

Prior to any transfer of your Personal Information outside Quebec, EQUIMAKE performs a Privacy Impact Assessment specific to the intended transfer to identify privacy risks, apply statutory and regulatory requirements, draft an assessment report, and provide recommendations to mitigate risks. EQUIMAKE ensures that the safeguards in place are adequate to protect the Personal Information being transferred. More specifically, EQUIMAKE will not share your Personal Information with third parties located in jurisdictions that do not offer an equal or superior level of privacy protection as Quebec.

## **SECTION 15 - WILL YOU RECEIVE MARKETING EMAILS AND NEWSLETTERS?**

EQUIMAKE will only communicate with you if you have given us your Explicit Consent.

If the User has not subscribed to our newsletter, does not have a commercial relationship with EQUIMAKE or has never purchased one of our Service, the User will not receive any email from EQUIMAKE without prior consent.

If you prefer not to receive promotional information from us or if you do not want us to use your Personal Information to enhance your experience as a User, simply contact our Privacy Officer via the coordinates indicated in **Section 2** of this Policy.

Please remember to include your full name and the email address you used when you registered or made a subscription purchase from us. There may be a delay in processing an email or postal mail request and you may continue to receive communications from EQUIMAKE in the interim.

EQUIMAKE complies with the requirements of *Canada's Anti-Spam Legislation* (S.C. 2010, c. 23) (hereinafter referred to as the "**CASL**").

The User understands that they may expressly or tacitly consent to receive messages from EQUIMAKE.

**"Express Consent"** is consent requested explicitly from the User, which must be stated in clear and simple terms, and must include the purposes for which consent is sought, the prescribed information identifying the person seeking consent and, if it is sought on behalf of another person, the prescribed information identifying that person; and any other information specified by regulations made under the CASL.

The User hereby understands and agrees that they are giving **"Tacit Consent"** in the case of ongoing business relationships or ongoing private relationships, namely when the User publishes their email address without mentioning that they do not wish to receive unsolicited commercial electronic messages, or when the message is sent in the other circumstances provided for by the regulations made under applicable law.

For the purposes of this Policy and the CASL, the following definitions apply:

- (i) **"Current business relationship"** refers to an established business relationship between at least two parties such as a purchase or lease during the two years prior to the date a communication is sent, an offered investment, bartering, any contract in effect or expired during that period; or a request made during the six months preceding the date the message is sent; and
- (ii) **"Current private relationship"** refers to a relationship between at least two parties other than a business relationship, such as a gift, a donation, volunteer



work, a membership, as defined by applicable regulations, all within the two years prior to the date a communication is sent.

To unsubscribe from our electronic communications mailing list, simply contact our Privacy Officer via the coordinates indicated in **Section 2** of this Policy.

## **SECTION 16 - HOW CAN YOU CHANGE YOUR CHOICES REGARDING THE PROTECTION OF YOUR PERSONAL INFORMATION?**

You can always withdraw your consent for your Personal Information to be used for purposes other than those that are necessary to provide our Services, without affecting the Services you receive from EQUIMAKE.

For example: You can always opt out of Cookies allowing the Platform to log you on automatically on EQUIMAKE.

You have various options for making your choices:

- a. Indicate your choices when you log in or by contacting us directly at any time**

You will never receive marketing messages or e-mails from EQUIMAKE as we commit to not sending any.

Please note that we may still contact you regarding a Service in accordance with applicable law (e.g. to send you a customer service message). In addition, please note it may take up to ten (10) business days to register a change of preference in all our files.

- b. Change the browser setting on your device**

We use technologies to enhance your User experience and present you with offers, including personalized advertising. By means of technologies such as Cookies, for example, our Platform recognizes you when you use it or return to it and can thus offer you a seamless experience. You can delete or deactivate some of these technologies at any time using your browser. However, if you do so, you may not be able to use some of the features of our Platform.

## **SECTION 17 - HOW DO WE PROTECT AND STORE YOUR PERSONAL INFORMATION?**

The security of your Personal Information is important to EQUIMAKE and we are committed to protecting your privacy through a variety of administrative, physical and technical

safeguard measures. We retain your Personal Information only as long as necessary to provide our Services to you, to manage our business and to comply with our legal and regulatory obligations.

The Personal Information that EQUIMAKE collects is stored in a secure environment. EQUIMAKE has adopted appropriate measures to preserve the confidentiality of Personal Information and to protect it against loss or theft, as well as unauthorized access, disclosure, copying, use or modification, taking into account, among other things, the sensitivity of the information and the purposes for which it is to be used. In addition, EQUIMAKE requires that each employee, agent, or representative of EQUIMAKE abide by this Policy.

**a. Safeguards in place**

To protect your Personal Information, we employ administrative, technical and physical safeguards. Our goal is to prevent unauthorized access, loss, misuse, disclosure or modification of the Personal Information in our possession. We ensure that access to your Personal Information is restricted at all times to those EQUIMAKE employees and agents who are authorized by law to have access to it. We also use these safeguards when disposing of or destroying your Personal Information.

EQUIMAKE is also committed to maintaining a high level of security by integrating the latest technological innovations to ensure the confidentiality of your transactions in order to protect Personal Information from unauthorized access, use or disclosure.

For instance, we use the following measures:

- (i) Secure Sockets Layers (SSL) protocol;
- (ii) Protected access to the premises via security and monitoring systems;
- (iii) Protected access to servers and computers;
- (iv) Firewalls;
- (v) Use of password-protected data networks;
- (vi) Non-disclosure agreements with our employees;
- (vii) Internal privacy policies;
- (viii) Regular updating of security measures;
- (ix) Encrypted and secure electronic communications; and

- (x) Authorization / Authentication is handled by Google Firebase, Platform is hosted on Cloudflare Pages.

EQUIMAKE undertakes at all times to comply with the Applicable Privacy Legislation when conducting its business and to take all useful and necessary measures to detect and prevent negligence, fraud and theft of your Personal Information. However, although EQUIMAKE takes reasonable precautions, EQUIMAKE cannot guarantee that no case of fraud or theft of your Personal Information may occur.

EQUIMAKE maintains an updated privacy incident log and will contact any User whose Personal Information is subjected to such an incident and presents a risk of serious harm.

**b. Where we store your Personal Information**

EQUIMAKE's Platform is hosted on servers owned by Cloudflare, Inc. (hereinafter the "**Host**"). The Host's address is:

- (i) Cloudflare, Inc., 101 Townsend St, San Francisco, CA 94107, United States.

We use all reasonable security measures, which may include imposing contractual obligations on our Third-Party Providers, to protect your Personal Information wherever it is used or stored.

Unless we are legally required or contractually bound to keep your Personal Information in Canada, it may be transferred outside Canada, as described in this Policy. For example, some of our Third-Party Providers may access, process or store your Personal Information outside Quebec or outside Canada for the purposes of the services they provide to us. In such cases, Personal Information is governed by the laws of the jurisdiction in which it is used or stored, including any laws permitting or requiring disclosure to governmental authorities or agencies, courts and law enforcement authorities in that jurisdiction. EQUIMAKE ensures that its Third-Party Providers are located in jurisdictions that provide a level of protection for Personal Information in conformity with the laws applicable in Quebec.

**c. How long we keep your Personal Information**

We retain your Personal Information for as long as is necessary to provide our Services to you, to manage our business and to comply with our legal and regulatory obligations. When we no longer need your Personal Information, we securely destroy it or make it anonymous (so that it can no longer be used to identify you).

**d. Destruction of your Personal Information**

Personal Information is destroyed according to the rules set out in the Applicable Privacy Legislation.

In certain circumstances, you have the right to have your Personal Information deleted without undue delay. These circumstances are detailed in this Policy.

## **SECTION 18 - WHAT RIGHTS DO YOU HAVE REGARDING YOUR PERSONAL INFORMATION?**

You have the right to obtain confirmation as to whether or not we are processing your Personal Information and, when we do, to access the Personal Information in question, as well as certain additional information. This additional information includes details of the purposes of the processing, the categories of Personal Information concerned and the recipients of the Personal Information. Provided that the rights and freedoms of others are not affected in doing so, we will provide you with a copy of your Personal Information.

The Applicable Privacy Legislation gives you various rights in relation to your Personal Information. To exercise any of these rights, please contact our Privacy Officer via the coordinates indicated in **Section 2** of this Policy. In addition, for more information on the protection of your Personal Information and your related rights, you may contact the Office of the Privacy Commissioner of Canada or the Commission d'accès à l'information du Québec.

- Office of the Privacy Commissioner of Canada: [www.priv.gc.ca](http://www.priv.gc.ca)
- Commission d'accès à l'information du Québec: [www.cai.gouv.qc.ca](http://www.cai.gouv.qc.ca)

### **a. Right of Access**

This is the right to ask whether we hold any Personal Information about you and, if so, to request access to that Personal Information. To the best of our ability, we will provide access to information in a timely manner. However, for security reasons, we may need to verify the identity of the requester.

### **b. Right to Rectification**

This is right to request rectification of any incomplete or inaccurate Personal Information held by us. You might modify certain Personal Information on our Platform, at any time.

### **c. Right to Withdrawal of Consent**

This is the right to withdraw your consent to the disclosure or use of Personal Information held by us, subject to Applicable Privacy Legislation.

However, EQUIMAKE may no longer be able to provide you with certain Services if you withdraw your consent. EQUIMAKE will explain the impact at that time to assist you in your decision.

Deleting your account on the Platform is how you can withdraw consent to the processing of your data.

**d. Right to Refusal of Access**

This is the right to request that a particular stakeholder or stakeholder category not have access to one or more pieces of information that you have identified.

**e. Right to Lodge a Complaint**

This is the right to make a complaint in connection with this Policy to our Privacy Officer via the coordinates indicated in **Section 2** of this Policy, and the complaint handling procedure. If you are not satisfied with the way we have handled your Personal Information, or if you believe that a violation of privacy laws has occurred, you may file a complaint with the Commission de l'accès à l'information du Québec. To file a complaint, please use the appropriate form available on the Commission d'accès à l'information du Québec website.

**f. Right to Data Portability**

This is the right to request that your Personal Information be communicated to you or transferred to another entity in a structured and commonly used technological format.

**g. Right to Erasure**

This is the right to have your Personal Information deleted without undue delay in certain circumstances. These circumstances are as follows:

- (i) Personal Information is no longer required for the purposes for which it was collected or otherwise processed;
- (ii) You withdraw your consent to processing based on consent;
- (iii) You object to the processing under certain rules of applicable data protection legislation;
- (iv) Processing is carried out for direct marketing purposes; and
- (v) The Personal Information has been processed unlawfully.

However, there are exclusions to the right to erasure. General exclusions include situations in which processing is made necessary:

- (i) For the exercise of the right to freedom of expression and information;
- (ii) To comply with a legal obligation; or
- (iii) To establish, exercise or defend legal claims.

EQUIMAKE respects the retention period established by this policy, which is in accordance with the Applicable Privacy Legislation. Accordingly, and unless otherwise provided by the regulatory framework, the deletion of data will be effective thirty (30) days after the processing of the request for deletion of Personal Information by the Privacy Officer.

Additionally, the deletion of Personal Information takes place when the User submits a written request via the coordinates indicated in **Section 2** of this Policy. EQUIMAKE reserves the right to refuse a User's erasure request if the User continues to use the Platform or Services after submitting said request and within the retention period established by this Policy, which is in compliance with the Applicable Privacy Legislation. Consequently, and unless otherwise provided for by the applicable legislation, the deletion of data will be effective thirty (30) days after the processing of the request for deletion of Personal Information by the Privacy Officer

## **SECTION 19 - HOW CAN I ACCESS MY PERSONAL INFORMATION?**

The Applicable Privacy Legislation gives you the right to request access to and correction of the Personal Information we hold about you, subject to any restrictions provided by law. Upon request, we will provide you with access to your Personal Information within thirty (30) days of receiving your request. Access to Personal Information is free of charge, but a reasonable charge may be made for transcribing, reproducing or transmitting such information.

It is important that the Personal Information we hold about you is accurate and up to date. Please keep us informed of any changes to your Personal Information. It is your responsibility to provide accurate, truthful and complete information. If you notice any errors in your Personal Information or if you need to update it, please notify our Privacy Officer as instructed below.

EQUIMAKE, subject to certain exceptions, may inform you of your Personal Information, how it is used and whether it has been shared with Third-Party Providers. You will also have access to this information for any modification or deletion through your Account profile dashboard on the Platform.

Your request to consult, verify, correct or withdraw your consent to the use of your Personal Information, or to request access to, correction or deletion of any Personal Information you have provided to us, must be made by contacting our Privacy Officer via the coordinates indicated in **Section 2** of this Policy. Please be sure to include your full name and the email address you used when you registered. There may be a delay in processing an email or mail request and you may continue to receive communications from EQUIMAKE in the interim.

EQUIMAKE will acknowledge your request in writing and may ask you to confirm your identity before providing you with this information. In principle, access to this information will be provided free of charge, but if you request a copy or transmission of your information, we may charge a reasonable fee. EQUIMAKE will inform you of the amount in advance and give you the opportunity to withdraw your request. EQUIMAKE will provide you with access to your information within thirty (30) days of receipt of your request or will provide you with written notice that additional time is required to fulfill your request.

In some cases, we may not be able to provide you with access to all or part of your information. If we are unable to do so, or if the applicable law does not permit us to do so, we will provide you with an explanation and indicate what other measures are available to you.

## **SECTION 20 - WHAT IF THE POLICY IS AVAILABLE IN MULTIPLE LANGUAGES?**

In the event of any problem of definition or interpretation between the French and English versions of the terms of this Policy, the English version shall prevail.

## **SECTION 21 - AMENDMENT TO THIS POLICY**

We may make changes to this Policy from time to time. Any changes we make to this Policy will be effective when we post the revised Policy on this Web page. If we make material changes to the Policy, we will post a pop-up notice on our Platform or contact you by email to notify you, where required by applicable law.

Continued use of our Services and/or the Platform constitutes the User's agreement to this Policy and any updates. If you do not accept the changes to our Policy, you must stop using our Services and our Platform without delay. It is your sole responsibility to ensure that you read, understand and accept the latest version of the Policy. The "**Effective Date**" indicated at the top of this Policy is the date it was last updated.

However, where the *Consumer Protection Act* (CQLR, c. P-40.1) applies, EQUIMAKE will notify the current Users of the Platform thirty (30) days prior to the entry into force of the amendment. Amendments will be communicated to the User when accessing the Platform

by way of written notice, and will subject the use of the Platform by the User starting on the effective date of amendments to their acceptance of the amendments, with the possibility for the User to consult the details of said amendments on EQUIMAKE's Platform. If the User refuses these amendments and wishes to terminate the relationship with EQUIMAKE, they will have thirty (30) days following the entry into force of the amendments to send a notice to EQUIMAKE and terminate, without charge or penalty, their obligations to EQUIMAKE, and must cease all use of the Platform.

## **SECTION 22 - WHO SHOULD I CONTACT IF I HAVE QUESTIONS ABOUT THE PROTECTION OF MY PERSONAL INFORMATION?**

If you have any questions about how we process your Personal Information, we invite you to contact our Privacy Officer via the coordinates indicated in **Section 2** of this Policy.

Last updated on April 23, 2024.