

# PRIVACY POLICY

12 Minutes Technologies Inc. and its affiliates and subsidiaries ("12Min.ca" or "we", "us", "Website" or the "Company") is committed to protecting your privacy. We have prepared this Privacy Policy to describe to you our practices regarding the Personal Data (as defined below) we collect from users of our website, located at [www.12min.ca/privacy](http://www.12min.ca/privacy), our mobile application ("Application(s)"), (collectively, the "**Site**") and online services ("**Services**").

Questions; Contacting Company; Reporting Violations If you have any questions, concerns or complaints about our Privacy Policy or our data collection or processing practices, or if you want to report any security violations to us, please contact us at the following address or phone number:

## **12 Minutes Technologies Inc.**

Attention: Privacy Desk

350 Louvain West, Suite 416D

Montreal, Quebec

H2N 2E8

(888) 601-1615

[support@12min.ca](mailto:support@12min.ca)

**A Note about Children.** We do not intentionally gather Personal Data from visitors who are under the age of 18. If a child under 18 submits Personal Data to Company and we learn that the Personal Data is the information of a child under 18, we will attempt to delete the information as soon as possible. If you believe that we might have any Personal Data from a child under 18, please contact us at [support@12min.ca](mailto:support@12min.ca).

**Types of Data We Collect.** "Personal Data" means data that allows someone to identify or contact you, including, for example, your name, address, telephone number, e-mail address, as well as any other non-public information about you that is associated with or linked to any of the foregoing data.

**Anonymous Data** means data that is not associated with or linked to your Personal Data; Anonymous Data does not, by itself, permit the identification of individual persons. We collect Personal Data and Anonymous Data, as described below.

## **Information You Provide to Us.**

If you are using the Site and Services ("Clients") to request professional services ("Services"):

When you create an account to log in to our Site or Application ("Account") as a Client, we may collect Personal Data from you, such as your first and last name, e-mail address, phone number, password, and credit card information.

When you submit a request for Services on our Site or Application, we will collect all information necessary to complete the transaction, including but not limited to, the address where the services will be provided, date of service, your contact information and instructions for the Professional (defined below) who will be performing the Services.

After the Services have been provided to you, we may ask for you to provide a rating for the Professional who provided the Services ("Rating") and for any comments or feedback regarding the performance of the Services.

If you are a provider of Professional Services ("Professional"):

When you create an Account as a Professional, we may collect Personal Data from you, such as your first and last name, e-mail and mailing addresses, phone number, license number or other administrative license number, where applicable, color of attire, type of phone owned, password, and bank account information.

We may collect additional Personal Data in order to establish your profile on the Site or Application ("Profile"). The Personal Data we may collect as part of your Profile includes your photo, any text, messages or comments you submit, and any other information you choose to submit.

## **All users of the Site, Application and/or Services:**

If you use our Services on your mobile device, including through our Application(s), we may collect your phone number and the unique device ID number.

If you tell us where you are (e.g., by allowing your mobile device to send us your location), we may store and use that information to provide you with location-based information and advertising. If you want to deactivate this feature, you can either uninstall the Application(s) or deactivate GPS on your mobile device.

Our mobile homepage lets you store preferences like your location, safe search settings, and favorite widgets. We may associate these choices with your ID or the mobile device, and you can edit these preferences at any time on our mobile homepage.

When connecting to our Services via a service provider that uniquely identifies your mobile device, we may receive this identification and use it to offer extended services and/or functionality.

Certain Services may require our collection of your phone number. We may associate that phone number to your mobile device identification information.

We retain information on your behalf, such as files and messages that you create, send or store using your Account.

If you provide us feedback or contact us via e-mail, we will collect your name and e-mail address, as well as any other content included in the e-mail, in order to send you a reply.

When you participate in one of our surveys, we may collect additional profile information.

We also collect other types of Personal Data that you provide to us voluntarily, such as your operating system and version, and other requested information if you contact us via e-mail regarding support for the Services.

We may also collect Personal Data at other points in our Site that state that Personal Data is being collected.

**Information You Provide to Facebook and other Social Networking Sites (“SNS(s)”).** The Services may allow users to access Facebook to interact with friends and to share on Facebook through Wall and friends’ News Feeds. If you are already logged into the Services and Facebook or another SNS, when you click on “Connect with Facebook,” or a similar connection on another SNS, you will be prompted to merge your profiles. If you are already logged into the Services but not logged into Facebook or another SNS that we support, when you click on “Connect with Facebook,” or a similar connection on another SNS, you will be prompted to enter your SNS credentials or to “Sign Up” for the SNS. By proceeding, you are allowing the Services to access your information and you are agreeing to the Facebook or other SNS’s Terms of Use in your use of the Services. Conversely, if you are not currently registered as a user of the Services, and you click on “Sign in” using Facebook or another SNS that we support, you will first be asked to enter your Facebook or SNS credentials and then be given the option to register for the Services. In this case, we may receive information from Facebook or another SNS to make it easier for you to create an Account on the Site and show our relevant content from your Facebook or SNS friends. Once you register on the Site and connect with Facebook or another SNS, you will be able to automatically post recent activity back to Facebook or the other SNS. Any information that we collect from your Facebook or other SNS account may depend on the privacy settings you have with that SNS, so please consult the SNS’s privacy and data practices. You have the option to disable Facebook Connect at any time by logging into your Account through the Site and going to settings, “About Me,” “Linked Accounts,” and then unselecting “Facebook.” Further, you can edit privacy settings for the reviews that appear on Facebook or disconnect your Services activity stream by visiting the Facebook Applications Settings page.

#### **Information Collected via Technology.**

**Information Collected by Our Servers.** To make our Site and Services more useful to you, our servers (which may be hosted by a third party service provider) collect information from you, including your browser type, operating system, Internet Protocol (“IP”) address (a number that is automatically assigned to your computer when you use the Internet, which may vary from session to session), domain name, and/or a date/time stamp for your visit.

**Log Files.** As is true of most websites, we gather certain information automatically and store it in log files. This information includes IP addresses, browser type, Internet service provider (“ISP”), referring/exit pages, operating system, date/time stamp, and clickstream data. We use this information to analyze trends, administer the Site, track users’ movements around the Site, gather demographic information about our user base as a whole, and better tailor our Services to our users’ needs. For example, some of the information may be collected so that when you visit the Site or the Services again, it will recognize you. Except as noted in this Privacy Policy, we do not link this automatically-collected data to Personal Data.

**Cookies.** Like many online services, we use cookies to collect information. “Cookies” are small pieces of information that a website sends to your computer’s hard drive while you are viewing the website. We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience on our Site. This type of information is collected to make the Site more useful to you and to tailor the experience with us to meet your special interests and needs.

**Mobile Services.** We may also collect non-personal information from your mobile device if you have downloaded our Application(s). This information is generally used to help us deliver the most relevant information to you. Examples of information that may be collected and used include your geographic location, how you use the Application(s), and information about the type of device you use. In addition, in the event our Application(s) crash on your mobile device, we will receive information about your mobile device model software version and device carrier, which allows us to identify and fix

bugs and otherwise improve the performance of our Application(s). This information is sent to us as aggregated information and is not traceable to any individual and cannot be used to identify an individual.

**Google Analytics.** We use Google Analytics to help analyze how users use the Site. Google Analytics uses Cookies to collect information such as how often users visit the Site, what pages they visit, and what other sites they used prior to coming to the Site. We use the information we get from Google Analytics only to improve our Site and Services. Google Analytics collects only the IP address assigned to you on the date you visit the Site, rather than your name or other personally identifying information. We do not combine the information generated through the use of Google Analytics with your Personal Data. Although Google Analytics plants a persistent Cookie on your web browser to identify you as a unique user the next time you visit the Site, the Cookie cannot be used by anyone but Google. Google's ability to use and share information collected by Google Analytics about your visits to the Site is restricted by the Google Analytics Terms of Use and the Google Privacy Policy. For more information on Google's privacy practices, please click here: <https://www.google.com/intl/en/analytics/learn/privacy.html>. For information about how to opt out of Google Analytics, please click here: <https://tools.google.com/dlpage/gaoptout>.

**Information Collected from You About Others.** If you decide to invite a third party to create an Account, we will collect your and the third party's names and e-mail addresses in order to send an e-mail and follow up with the third party. We rely upon you to obtain whatever consents from the third party that may be required by law to allow us to access and upload the third party's names and e-mail addresses as required above. You or the third party may contact us at [support@12min.ca](mailto:support@12min.ca) to request the removal of this information from our database. Also, when you invite friends to the Services, we may access your Address Book and we may import your contacts names and phone numbers in order to facilitate the invitation. In this case, the e-mail that is sent to your friends will come from your e-mail address so that your friends know that you want to invite them to visit the Site. We also collect some settings that help us to interpret your data, such as the language and keyboard settings that you have established, and your phone's carrier, mobile network code and mobile country code.

**Information Collected from Third Party Companies.** We may receive Personal and/or Anonymous Data about you from third party companies that may supply us with Personal Data. We may add this information to the information we have already collected from you via our Site in order to improve the Services we provide.

**Location Information.** If you have enabled location services on your phone, we may collect your location information to make a map available to the recipients of your messages showing your location. If you do not want this information collected by us, you can disable location services on your phone.

### **Use of Your Personal Data**

**General Use.** In general, Personal Data you submit to us is used either to respond to requests that you make, or to aid us in serving you better. We use your Personal Data in the following ways:

- facilitate the creation of and secure your Account on our network;
- identify you as a user in our system;
- provide improved administration of our Site and Services;
- provide the Services you request;
- improve the quality of experience when you interact with our Site and Services;
- send you a welcome e-mail to verify ownership of the e-mail address provided when your Account was created;
- send you administrative e-mail notifications, such as security, or support and maintenance advisories;
- send you notifications via email, SMS and the Services to facilitate bookings for Services;
- establish an average rating for each provider;
- make telephone calls to you, from time to time, as a part of secondary fraud protection or to solicit your feedback
- send newsletters, surveys, offers, and other promotional materials related to our Services and for other marketing purposes of Company.

**User Testimonials and Feedback.** We often receive testimonials and comments from users who have had positive experiences with our Services. We occasionally publish such user feedback on the Site and/or Application from time to time. If we post your feedback, we will share it with your first name and last initial only. If we choose to post your first and last name and/or your home city along with your feedback, we will obtain your consent prior to posting. If you make any comments on a blog or forum associated with our Site, you should be aware that any Personal Data you submit there can be read, collected, or used by other users of these forums, and could be used to send you unsolicited messages. We are not responsible for the personally identifiable information you choose to submit in these blogs and forums.

**Creation of Anonymous Data.** We may create Anonymous Data records from Personal Data by excluding information (such as your name) that makes the data personally identifiable to you. We use this Anonymous Data to analyze request

and usage patterns so that we may enhance the content of our Services and improve Site navigation. We reserve the right to use Anonymous Data for any purpose and disclose Anonymous Data to third parties in our sole discretion.

**Disclosure of Your Personal Data.** We disclose your Personal Data as described below and as described elsewhere in this Privacy Policy.

**Users.** We will share your Personal Data with other users solely for the purpose of providing the Services, including to facilitate the Services.

**Third Party Service Providers.** We may share your Personal Data with third party service providers to: provide you with the Services that we offer you through our Site; to conduct quality assurance testing; to facilitate creation of accounts; to provide technical support; and/or to provide other services to the Company. These third party service providers are required not to use your Personal Data other than to provide the services requested by Company.

**Affiliates.** We may share some or all of your Personal Data with our parent company, subsidiaries, joint ventures, or other companies under a common control ("Affiliates"), in which case we will require our Affiliates to honor this Privacy Policy.

**Corporate Restructuring.** We may share some or all of your Personal Data in connection with or during negotiation of any merger, financing, acquisition or dissolution transaction or proceeding involving sale, transfer, divestiture, or disclosure of all or a portion of our business or assets. In the event of an insolvency, bankruptcy, or receivership, Personal Data may also be transferred as a business asset. If another company acquires our company, business, or assets, that company will possess the Personal Data collected by us and will assume the rights and obligations regarding your Personal Data as described in this Privacy Policy.

**Social Networking Sites.** Some of our Applications and Services may enable you to post content to SNSs (e.g., Facebook or Twitter). If you choose to do this, we will provide information to such SNSs in accordance with your elections. You acknowledge and agree that you are solely responsible for your use of those websites and that it is your responsibility to review the terms of use and privacy policy of the third party provider of each such SNS. We will not be responsible or liable for: (i) the availability or accuracy of such SNSs; (ii) the content, products or services on or availability of such SNSs; or (iii) your use of any such SNSs.

**Professional Profile.** As an essential element of the Services, most of the Personal Data you provide to us when you register or update your Account, as well as the average Rating that we establish for you, becomes a part of your Profile. We use your Profile to match you to Client requests for Services, facilitate booking Services and generally provide you with the Services. You may view a dashboard which includes your Profile, but the Profile is not available to other users of the Site or the Services. Notwithstanding the foregoing, we may share certain information in your Profile with a Client after you are booked to provide Services for that Client.

**Other Disclosures.** Regardless of any choices you make regarding your Personal Data (as described below), Company may disclose Personal Data if it believes in good faith that such disclosure is necessary (a) in connection with any legal investigation; (b) to comply with relevant laws or to respond to subpoenas or warrants served on Company; (c) to protect or defend the rights or property of Company or users of the Site or Services; and/or (d) to investigate or assist in preventing any violation or potential violation of the law, this Privacy Policy, or our Terms of Use. We urge you to exercise discretion and caution when deciding to disclose your Personal Information, and/or any other information and/or materials, on the Sites. NEITHER WE, NOR ANY OF OUR THIRD PARTY SERVICE PROVIDERS, NOR ANY OTHER PERSON OR ENTITY DULY AUTHORIZED BY US AND/OR BY OUR THIRD PARTY SERVICE PROVIDERS, IS OR SHALL BE RESPONSIBLE FOR ANY USE BY ANY UNAUTHORIZED PERSON OR ENTITY OF ANY PERSONAL INFORMATION YOU DISCLOSE THROUGH THE SITES. NEITHER WE, NOR ANY OF OUR THIRD PARTY SERVICE PROVIDERS, NOR ANY OTHER PERSON OR ENTITY DULY AUTHORIZED BY US AND/OR BY OUR THIRD PARTY SERVICE PROVIDERS, IS OR SHALL BE RESPONSIBLE FOR ANY USE BY ANY UNAUTHORIZED PERSON OR ENTITY OF ANY PERSONAL INFORMATION YOU DISCLOSE THROUGH THE SITES.

**Disclosure- Exceptions:** We may disclose your Personal Information to third parties without your consent if we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, other Website or 12Min.ca App members, other users of the Services, or anyone else (including the rights or property of anyone else) that could be harmed by such activities. We may disclose Personal Information when we believe in good faith that such disclosure is required by and in accordance with the law. We may also disclose your Personal Information in connection with a corporate re-organization, a merger or amalgamation with another entity, a sale of all or a substantial portion of our assets or stock, including any due diligence exercise carried out in relation to the same, provided that the information disclosed continues to be used for the purposes permitted by this Privacy Policy by the entity acquiring the information.

**Third Party Websites.** Our Site may contain links to third party websites. When you click on a link to any other website or location, you will leave our Site and go to another site, and another entity may collect Personal Data or Anonymous Data from you. We have no control over, do not review, and cannot be responsible for, these outside websites or their content. Please be aware that the terms of this Privacy Policy do not apply to these outside websites or content, or to any collection of your Personal Data after you click on links to such outside websites. We encourage you to read the privacy policies of every website you visit. The links to third party websites or locations are for your convenience and do not signify our endorsement of such third parties or their products, content or websites.

**Your Choices Regarding Information.**

You have several choices regarding the use of information on our Service:

**Email Communications.** We will periodically send you free newsletters and e-mails that directly promote the use of our Site or Services. When you receive newsletters or promotional communications from us, you may indicate a preference to stop receiving further communications from us and you will have the opportunity to “opt-out” by following the unsubscribe instructions provided in the e-mail you receive or by contacting us directly (please see contact information above). Despite your indicated e-mail preferences, we may send you service related communications, including notices related to bookings for Services and notices of any updates to our Terms of Use or Privacy Policy.

**Cookies.** If you decide at any time that you no longer wish to accept Cookies from our Service for any of the purposes described above, then you can instruct your browser, by changing its settings, to stop accepting Cookies or to prompt you before accepting a Cookie from the websites you visit. Consult your browser’s technical information. If you do not accept Cookies, however, you may not be able to use all portions of the Service or all functionality of the Service. If you have any questions about how to disable or modify Cookies, please let us know at the contact information provided above.

**De-Linking SNS.** If you decide at any time that you no longer wish to have your SNS account (e.g., Facebook) linked to your Account, where linking may be available, then you may de-link the SNS account in the “preferences” section in your account settings. You may also manage the sharing of certain Personal Data with us when you connect with us through an SNS, such as through Facebook Connect. Please refer to the privacy settings of the SNS to determine how you may adjust our permissions and manage the interactivity between the Services and your social media account or mobile device.

**Changing or Deleting Your Personal Data.** You may change any of your Personal Data in your Account by editing your profile within your Account or by sending an e-mail to us at the e-mail address set forth below. You may request deletion of your Personal Data by us, and we will use commercially reasonable efforts to honor your request, but please note that we may be required to keep such information and not delete it (or to keep this information for a certain time, in which case we will comply with your deletion request only after we have fulfilled such requirements). When we delete any information, it will be deleted from the active database, but may remain in our archives. We may also retain your information for fraud or similar purposes.

**Applications.** You can stop all collection of information by the Application(s) by uninstalling the Application(s). You may use the standard uninstall processes as may be available as part of your mobile device or via the mobile application marketplace or network.

**Third Party Payment Processing.** For online payments and/or payouts, we use the payment services of Stripe (<https://stripe.com>). We do not process, record or maintain your credit card or bank account information. For more information on how payments are handled, or to understand the data security and privacy afforded such information, please refer to <https://stripe.com/us/term>.

**Changes to This Privacy Policy.** This Privacy Policy is subject to occasional revision, and if we make any material changes in the way we use your Personal Data, we will notify you by sending you an e-mail to the last e-mail address you provided to us and/or by prominently posting notice of the changes on our Site. Any changes to this Privacy Policy will be effective upon the earliest of thirty (30) calendar days following our dispatch of an e-mail notice to you or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Service. Please note that at all times you are responsible for updating your Personal Data to provide us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. If you do not wish to permit changes in our use of your Personal Data, you must notify us prior to the effective date of the changes that you wish to deactivate your Account with us. Continued use of our Site or Service, following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes

**Mutual agreement.** You hereby agree to indemnify and hold 12 Minutes Technologies Inc., and its affiliates, officers, agents, or other partners, and employees, harmless from any liability, claim or demand, including incurred attorney's fees up to \$ 10 000.00 (Canadian currency), due to or arising out of: Content you submit, post, transmit or make available through the Service; your violation of the Terms of Use; your conduct or misconduct in dealings with other users of the Website or the Services; or your violation of any rights of another.

**Governing Law.** The present agreement shall be construed in accordance with and governed by the laws of the province of Quebec, Canada, and the parties submit to the exclusive jurisdiction of the Courts of the province of Quebec and in the district of Montreal. Although the website can be accessed from other places in the world which may have different laws from those of Quebec, by using the 12 Min.ca website you are agreeing to the exclusive jurisdiction of the province of Quebec, district of Montreal, to the exclusion of any other jurisdiction. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

**Disclaimer.** It is agreed by the user that 12Min.ca has no employment or servant relationship in regards to the Professional on the website. All Professional are independent contractor offering their service to 12Min.ca's Clients. By using this Website, you do hereby expressly agree to hold 12Min.ca (including its employees, officers and administrators) harmless from any claim, work injuries at your business place, damage, or injury that may arise from use of this Website, save and except of the intentional or gross fault on the part of 12Min.ca.

ANY AGREEMENT BETWEEN A PROFESSIONAL AND A CLIENT IS BETWEEN THOSE PARTIES ALONE. 12MIN.CA IS SIMPLY PROVIDING A PAID SERVICE TO CLIENTS AND UNPAID TO PROFESSIONAL AND IS NOT RESPONSIBLE FOR ANY DISPUTE OF ANY NATURE THAT MIGHT ARISE BETWEEN THE PARTIES.

**EFFECTIVE: October 1st, 2022**