



## **Privacy Policy**

CellAegis Devices Inc. ("CellAegis") respects the privacy rights of our users and is committed to protecting the information collected through its website <http://www.cellaegis.com/>.

The purpose of this privacy policy ("Privacy Policy") is to codify this commitment and to comply with applicable privacy laws and associated rules governing how personal information is collected, used and disclosed. CellAegis commits that it will conduct itself in compliance with applicable legislation. This Privacy Policy outlines the types of information we collect and receive, the circumstances in which we collect or receive it, and it explains the policies and procedures we have established for its storage, use and in certain circumstances sharing. Our privacy commitment includes ensuring the accuracy, confidentiality, and security of our users' personal information and allowing our users to request access to, correction of, and deletion of, their personal information.

### **Basic Confidentiality Policy**

It is our policy that personal information, which is information that can be used to identify you as an individual, such as your name, address, e-mail address, telephone number, or other personal information, is private and confidential unless you consent to its use or disclosure, for example, pursuant to this Privacy Policy.

### **Your Consent**

By using, registering to or otherwise accessing any services, you agree to this Privacy Policy and give an explicit and informed consent to the collection, use and processing of your personal data in accordance with this Privacy Policy. If you do not agree to this Privacy Policy, please do not visit, use, register to or otherwise access any services.

We may change this Privacy Policy from time to time. Your continued use of this site after any such replacement or modification constitutes acceptance of the relevant changed or new terms of use. We encourage you to review this Privacy Policy periodically.

We obtain consent to collect, use or disclose personal information, except in the limited circumstances described below in this section, where we are authorized to do so without consent.

Subject to certain exceptions, for example where personal information is necessary to provide services or withdrawal of consent would frustrate the performance of a legal obligation, users can withhold their consent for CellAegis to use their personal information in certain ways. A decision to withhold consent for certain uses of personal information may restrict our ability to provide services.

Consent can be withdrawn.

The following are examples of circumstances in which we may collect, use or disclose personal information without users' knowledge or consent:

- a) when the collection, use or disclosure of personal information is permitted or required by law;
- b) in an emergency that threatens an individual's life, health or personal security;
- c) when the personal information is available from a public source;
- d) when we require legal advice from a lawyer;
- e) for the purposes of collecting a debt;
- f) to protect ourselves from fraud; or
- g) to investigate an anticipated breach of an agreement or a contravention of the law.

## **How We Collect Information**

### **Information You Provide:**

Some areas of this site may ask you to submit personally identifiable information in order for you to benefit from specified features (such as registration forms, newsletters, subscriptions, order processing, event registrations) of our business. At the time you provide us with information you will be notified of what information is required and what information is optional.

Examples of information that you may provide us include:

- Your name and contact information including address, email address, phone number, profession and country of residence
- Email communications sent to us
- Registration forms when you register for a newsletter or company events
- Your responses to any surveys that you may choose to participate in

### **Passive Information Collection:**

As you navigate this site, certain anonymous information can be passively collected (that is gathered without your actively providing the information) using various technologies, such as cookies, internet tags or web beacons, and navigational data collection (log files, server logs, clickstream). Your internet browser automatically transmits to this site some of this anonymous information, such as the URL of the Web site you just came from and the Internet Protocol (IP) address and the browser version your computer is currently

using. This site may also collect anonymous information from your computer through cookies and internet tags or web beacons. You may set your browser to notify you when a cookie is sent or to refuse cookies altogether, but certain features of this site might not work without cookies. The use of our site may also collect social media tracking pixels that allow platforms such as Facebook, Twitter and LinkedIn to interact with this website and give feedback on your actions. This site may use and combine such passively collected anonymous information to provide better service to site visitors, customize the site based on your preferences, compile and analyze statistics and trends, and otherwise administer and improve the site for your use. Such information is not combined with personally identifiable information collected elsewhere on the site unless you have consented.

### **No Computer Tracking of Identifiable Information:**

While we do log data and use cookies, our computer is not set up to track, collect or distribute personal information about its visitors. It does recognize the home server of visitors, but not e-mail addresses. For example, we can tell which Internet Service Provider our visitors use, but not the names, addresses or other information about our visitors that would allow us to identify the particular visitors to our sites. This information is used only for internal purposes by our technical support staff. No personal information is collected. In addition, our web sites track information about the visits to our web sites. For example, we compile statistics that show the daily number of visitors to our sites, the daily requests we receive for particular files on our web sites, and what countries those requests come from. These aggregated statistics are used internally to better provide services to the public and may also be provided to others, but again, the statistics contain no personal information and cannot be used to gather such information.

### **Information Provided by External Sources:**

If you link to or connect with, third-party services, they may send us information about you, all of which will be controlled by such third-party service provider and their relationship with you.

## **Use and Disclosure**

Except as otherwise stated, we may use information collected via this site to improve the content of our site, to customize the site to your preferences, to communicate information to you (if you have requested it) for marketing and research purposes, and for any other purpose specified. More specifically our purposes and uses include, but are not limited to the following follows:

- a) verifying identity and authenticating information;
- b) registering users;
- c) operating the business;
- d) responding to customer requests, concerns and complaints, including customer service requests;

- e) administering accounts;
- f) sending newsletters;
- g) establishing, maintaining, and managing relationships with users;
- h) optimizing experiences by performing analytics and conducting research;
- i) customizing experiences by ranking search results or showing ads based on user history, preferences and searches;
- j) developing, enhancing or providing services to users and other individuals and understanding needs and preferences of same;
- k) detecting fraud, abuse, security breaches and other harmful activity;
- l) conducting investigations;
- m) resolving disputes and enforcing agreements and policies; and
- n) meeting and complying with legal and regulatory requirements.

In addition, we may make full use of all information acquired through this site that is not in personally identifiable form. If you provide personally identifiable information to this site, we may combine such information with other actively collected information unless we specify otherwise at the time of collection. We may also disclose personally identifiable information you provide via this site to third parties that are not CellAegis affiliates, but only: (i) to contractors we use to support our business (such as fulfillment services, technical support, delivery services and financial institutions), in which case we will require such third parties to agree to treat in accordance with this Privacy Policy and use it only for the same purposes; (ii) in connection with the sale, assignment or other transfer of the business of this site to which the information relates, in which case we will require such buyer to agree to treat it in accordance with this Privacy Policy and use it only for the same purposes; or (iii) to respond to law enforcement requests or where required by applicable laws, court orders, or government regulations. The collection, use, and disclosure of information contemplated in this Privacy Policy may involve a transfer of the information to jurisdictions located outside your country of residence that may not have equivalent laws regarding personally identifiable information. In these cases, you will be asked to consent to such transfers and disclosures in accordance with this Privacy Policy. Information submitted to this site will be stored on CellAegis systems in Canada. The laws of Canada may not provide the same level of protection for personal data as those of the European Economic Area. By submitting information to this site, you consent to us transferring the information to such jurisdiction for the purposes outlined in this Privacy Policy.

Certain information may be shared publicly, for example, information that you share when you comment publicly, all of which may be visible to the public and may be indexed through third party search engines. We do not control the practices of third party search engines.

We may share user personal information with third-party service providers, including but not limited to Google Analytics, each of which will have limited access to your information for the purposes of carrying out tasks on our behalf and each of which have their own

rules and privacy policies in respect of the collection, use and disclosure of personal information. We encourage you to review these rules and policies.

## **Retention of Personal Information**

If we use your personal information to make a decision that affects you, we will retain the personal information for at least one year so that you have a reasonable opportunity to request access to it. Subject to the foregoing, we will retain your personal information only as long as is reasonably necessary to fulfill identified purposes or legal or business purposes.

## **Ensuring Accuracy of Personal Information**

We will make all reasonable efforts to ensure that your personal information is accurate and complete where it is used to make a decision about you or where it is disclosed to another organization or entity. You may make a request to update, correct or delete your personal information at any time by submitting a request in writing to: [subscriptions@cellaegisdevices.com](mailto:subscriptions@cellaegisdevices.com). We may reject your request for deletion as permitted by applicable law but will notify you of our reasons if we refuse. It is your responsibility to provide any updates to your personal information and to maintain its accuracy.

## **Securing Personal Information**

We are committed to the security of your personal information and to taking steps to protect it from unauthorized access, collection, use, disclosure, copying, modification or disposal or other similar risks. Accordingly, the private personal information you provide is stored in a secure location, is accessible only by designated staff, and is used only for the purposes for which you provide the information (such as to reply to your comment or receive updates on products/service developments).

We will use appropriate security measures when we destroy your personal information. We routinely review and update our security policies and controls to ensure ongoing personal information security, however, the Internet is not a 100% secure environment, so we cannot guarantee the complete security and protection of the transmission and storage of your information.

## **User Access to Personal Information**

You may request access to your own personal information, subject to limited exceptions prescribed by law.

A request to access personal information must be made in writing and provide sufficient detail so as to identify the personal information being sought. You can also request to know how we use your personal information and to whom it has been disclosed.

We will respond to requests within 30 days or provide notice of an extension if more time is required in the circumstances. A fee may be charged for providing access to personal information. If applicable, the fee will be disclosed at the outset and you will be given the choice in respect of whether or not to proceed with the request.

If a request is refused we will notify you in writing, provide reasons for such refusal and outline the recourse available to you in the circumstances.

## Questions and Complaints

You may direct complaints, concerns or questions regarding CellAegis' compliance with applicable privacy laws and/or this policy to [subscriptions@cellaegisdevices.com](mailto:subscriptions@cellaegisdevices.com) . If you remain unable to resolve the concern after speaking with a representative of CellAegis, you may also write to the Information and Privacy Commissioner of Ontario.

## Links to Other Websites

Our websites may include links to other websites that we hope you find useful and informative. However, we do not endorse or accept liability for the content or privacy policy of anyone else's websites. We suggest that you check the privacy policy of sites linked to any of our websites that you visit.

Any link to one of our websites must comply with the following conditions:

- (i) the existence of the link, its position, appearance or any other aspect of it must not damage or be likely to damage the name or reputation of CellAegis Devices Inc.
- (ii) selection of the link by a user must display our website as a full screen and not within a frame on the website on which the link appears;
- (iii) you shall take all reasonable precautions to ensure that the use and existence of the link does not cause the transmission to any CellAegis Devices website of viruses or other deleterious programming routines.

We reserve the right to require the removal of any link to any of our websites at any time (whether or not previous consent to such link has been given).

## Unsubscribe

You may also withdraw your consent with respect to the use of your personal information for marketing purposes at any time, subject to legal or contractual restrictions and reasonable notice, by e-mailing us at [subscriptions@cellaegisdevices.com](mailto:subscriptions@cellaegisdevices.com) or if you prefer, by writing us at:

**CellAegis Devices Inc.**

6711 Mississauga Road, Suite 109

Mississauga, Ontario

L5N 2W3

## **Terms and Conditions**

CellAegis websites (CellAegis.com, RIC Now®, RIC Foundations®) are intended to provide information about CellAegis' activities and issues relevant to its objectives. We make every effort to ensure that the information on our websites are up to date and correct, but we cannot guarantee that it is 100 per cent free of inaccuracies, errors or omissions. In particular, where information is provided to or compiled by us, we endeavour to ensure that it is the most complete and accurate information available, but we cannot take responsibility for any inaccuracies, omissions or errors attributable to the author of such materials. Please be aware that any decision made by users of our sites on the basis of information on them, is the responsibility of the user. We do not accept liability (as far as permitted by law) for any loss arising from any use of or reliance on information or links included in these sites.

CellAegis is not responsible for ensuring the availability of the websites or the timeliness or otherwise of any content or information being made available to you.

We reserve the right to make replace or amend any part of the websites at any time without notice.

### **Indemnity**

You agree to indemnify and hold us harmless from any liability, loss, claim and expense (including reasonable legal fees) related to any breach by you of these terms and conditions or arising from your use of our websites.

### **Governing Law**

Use of the website is subject to Canadian law and in compliance with the EU General Data Protection Regulation (GDPR). All claims or disputes arising out of or in connection with the use of the sites shall be subject to the jurisdiction of the courts of Canada. However, we reserve the right to bring proceedings in the courts of the country of your residence.

## Trademarks and Copyright

Copyright, trademarks and all other intellectual property rights on our websites are either owned or licensed to CellAegis Devices, unless otherwise stated. Compliance with copyright law is your liability.

We would be delighted to see our materials used more widely but no copying or distribution for any commercial or business use is permitted without prior written consent from CellAegis.

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