THRVE360 Privacy Policy

This Privacy Policy explains how Futureworx Society ("**we**", "**our**", "**us**") collects, uses and discloses personal information that Customers and Employees provide to us through the THRVE360 platform, which is located at http://www.THRVE360.ca/ (the "**Platform**"). All capitalized terms used herein but not otherwise defined shall have the same meaning as that set out in the Terms of Use.

By using or accessing the Platform, Customer signifies its agreement to be legally bound by the most recent versions of the Terms of Use (the "Terms") and our Privacy Policy (collectively, the "Policies"). If you do not agree to the Policies, you should not access or otherwise use the Platform.

We reserve the right, at our discretion, to amend this Privacy Policy at any time without prior individual notice. The date on which this Privacy Policy was last amended is shown at the top of this policy. You are responsible for verifying whether any amendments have been made and therefore we ask that you periodically check the date and review this Privacy Policy for the latest information on our privacy practices. If you object to any amendments, please stop using the Platform; otherwise, your continued use will be taken as your consent to such amendments.

Privacy Policy

INFORMATION WE COLLECT

1. ***Information that you provide to us***

(a) **For Customers:**

To access the Platform, you must have a Customer Account. Certain information is required as part of the Customer Account creation process, including your full name and business contact information such as email address and job title/role.

We also collect data, information, content, records and files that you load, transmit to or enter into the Platform, including answers to survey questions, competency questions, personality questions and aptitude tests, together with any results or reports generated by or through the Platform on the basis of such data (the "**Customer Data**").

Customers are also required to create an Employee Account for each Employee. This requires the Customer to input each Employee's first and last name, program name and email address. Customer may input additional optional information, such as date of birth, phone number and address. Customer must also select a login name and password for each Employee. As further described in the Terms of Use, Customer is solely responsible for obtaining the necessary consent from or giving the prescribed notice to Employees, as required by applicable federal and provincial privacy legislation.

We also may collect and store your financial information, such as your credit card numbers and expiration dates, and will use it solely for the purpose of processing payments made to us.

(b) For **Employees**:

To access the Platform, you must have an Employee Account, which is created by Customer.

We also collect data, information, content, records and files that you load, transmit to or enter into the Platform, including answers to survey questions, competency questions, personality

questions and aptitude tests, together with any results or reports generated by or through the Platform on the basis of such data (the "**Employee Data**").

2. Information Collected When You Use Our Platform

For all users

(a) **Technical and Usage Information**

When you visit the Platform, web servers automatically collect certain information about your visit to a website, including your Internet Protocol ("IP") address. IP addresses are unique numbers assigned by Internet Service Providers ("ISP") to all devices used to access the Internet. Web servers automatically log the IP addresses of visitors to their sites. The IP address, on its own, may not identify you, but can do so when combined with other data automatically collected when you request a web page, such as the name of the page you visited and the date and time of your visit.

When you visit the Platform, we may collect technical information, which may include the address of the website that you visited before visiting the Platform, the pages of the Platform that you visit, the browser you used to view the Platform, the search terms you entered on the Platform, and other such technical data.

(b) **Cookies**

We may also use cookies. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your web browser (if you allow) that enable the site's or service provider's systems to recognize your browser and capture and remember certain information.

We use cookies to understand and save your preferences for future visits and compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. We may contract with third-party service providers to assist us in better understanding our site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business.

If you prefer, you can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies via your browser settings. Disabling cookies when you visit our website will have no discernible impact on your browsing experience. Please consult your browser's Help Menu for instructions.

As with most websites, if you turn your cookies off, some of our services may not function properly.

We also use Google Ads for remarketing or re-engaging. This is done by: (i) showing ads across websites that our users are visiting; and (ii) keeping track of who visits our website through the browser's cookies and following those users wherever they go on other websites to show our ads. For more information on Google Ads services and how to opt out, please refer to Google's Privacy Policy and its Ads Settings.

(c) **Device Information**.

We collect information about the device(s) you use to access our Platform, including the hardware models, device IP address, operating systems and versions, software, file names and versions, preferred languages, unique device identifiers, advertising identifiers, serial numbers, device motion information, and mobile network information.

PURPOSES FOR COLLECTION AND USE OF YOUR INFORMATION

For all users

We collect and use personal information for the purposes identified at the time of collection, as otherwise permitted or required by applicable law, or for any of the following purposes:

- To present the Platform and its contents to you;
- To establish, maintain and manage our relationship with you so that we can provide you with access to the Platform;
- To comply with our legal obligations and regulatory requirements;
- To improve the Platform and customer experience;
- To contact you about your account;
- To detect and protect us and you from error, negligence, breach of contract, fraud, theft or other illegal activity, which may include sharing personal information with our insurers;
- To create aggregate information for analytics purposes, including to analyze the success, effectiveness, usability or popularity of the Platform;
- For internal, external and regulatory audit purposes;
- To process payments by credit card, debit card or e-transfer; and
- To correct technical problems and malfunctions related to the Platform.

HOW YOUR INFORMATION IS DISCLOSED OR SHARED

For all users

1. How <u>you</u> may share your information

For Customers. Certain features of the Platform allow Customers to make some reports available to Employees. Please think carefully about what you share, as Employees may, upon request, be able to view a copy of the report for their own personal use.

For Employees. All the information in an Employee Account together with all Employee Data is visible and accessible to Customer.

2. How <u>we</u> share your information

We may disclose personal information in the following circumstances:

- With your consent;
- As described in this Privacy Policy;
- To investigate suspected fraud, harassment or other violations of any law, rule or regulation, or the policies for the Platform;
- To meet or comply with any applicable law, regulation, legal process, audit or enforceable request from a government agency or regulatory body;
- In connection with a bankruptcy proceeding or the sale, merger or change of control;
- In the event of a merger, acquisition, sale or reorganization, or the potential thereof, we may disclose information about you to the extent the personal information is

necessary to carry on the business or activity that was the object of the transaction. In the event of a completed transaction, notice will be given to affected users.

We may create aggregated data relating to our users for analytic purposes, such as research, evaluation, outcomes reporting, and fundraising. Aggregated data includes data that is derived from personal information but is in an aggregated, anonymous form and does not identify any individual. Such aggregate data may be provided to third parties.

We may retain third-party service providers, such as cloud storage services, to help us provide the Platform to you. We may need to transfer your personal information to these third-party service providers. We use contractual means to ensure these providers provide safeguards that are comparable to our own while your personal information is in their possession. These service providers make no independent use of your personal information.

We may engage third-party external servers as well as other external services, including cloud services and cloud-compatible servers.

LINKS TO OTHER WEBSITES

As described in the Terms of Use, our Platform may contain links to other sites. This Privacy Policy applies only to personal information that we collect, use and disclose. We are not responsible or liable for the privacy practices of third parties, and we strongly recommend that you review a third party's privacy policy before disclosing any personal information to the third party.

RETENTION AND DESTRUCTION OF PERSONAL INFORMATION

We will store personal information collected via the Platform only as long as is necessary for the purposes for which the information was collected. Thereafter, we will keep your information for a reasonable time in accordance with our standard procedures to comply with our legal obligations, to resolve disputes, to prevent fraud and abuse, and to enforce our agreements, or as necessary for archival/audit purposes.

Even if we delete some or all of your personal information, we may continue to create, retain or use aggregate or anonymous data.

SAFEGUARDING PERSONAL INFORMATION

We employ reasonable physical, electronic and procedural safeguards that are designed to protect personal information under our control against unauthorized access and use.

ELECTRONIC COMMUNICATIONS

With your express consent, we may send you promotional emails. At any time, you may opt out of receiving such messages by following the unsubscribe instructions in each email. Please note that even if you opt out of promotional emails, we will continue to send you important Subscription-related information.

KEEPING INFORMATION ACCURATE / ACCESS AND CORRECTION

It is important that your personal information held by us is accurate and complete so that we can provide you with good service. We ask that you keep us informed of any changes, such as a change of address, telephone number or email address, or changes to your payment information to ensure there is no interruption in your Subscription.

You have the right to access and correct the information we have about you after we have received your written request and authenticated your identity. Subject to legal restrictions or specific rights of refusal, we will inform you of the existence, use and disclosure of personal information relating to you and give you access to that information.

We may charge a reasonable fee for providing information in response to an access request, and we will provide an estimate of any such fee upon request.

Despite our efforts, errors sometimes do occur. If you identify any personal information that is out-of-date, incorrect or incomplete, let us know. If we agree, we will make the corrections and will make reasonable efforts to communicate these changes to other parties with whom we shared the information.

TERMINATION

For Customers. You may stop using the Platform at any time. We may also suspend or terminate your access to the Platform. Please see our Terms of Use for more details on the conditions under which your access to the Platform may be terminated. Immediately upon termination, your access to the Platform shall cease.

CHILDREN'S PRIVACY

If you are considered a minor in the jurisdiction in which you reside, in order to use the Platform, you must obtain the consent of your parent or guardian. By proceeding to use the Platform, you are acknowledging and confirming that you have obtained such consent.

If you are a parent or guardian and you are aware that a minor in your custody has provided us with personal information without your consent, please contact us.

PRIVACY CONCERNS

If you have any questions or concerns relating to our handling of your personal information, please direct them to our privacy officer listed below. We may need to ask you for personal information to verify your identity.

E-mail: christag@futureworx.ca

If, having shared your concerns with us, you are not satisfied with our answers, you may file a complaint with a privacy regulator, such as the Office of the Privacy Commissioner of Canada, by mail at 30 Victoria Street, Gatineau, Quebec K1A 1H3, or by calling 1-800-282-1376.