

## **PRIVACY POLICY**

### **VALIDERE TECHNOLOGIES INC.**

This Privacy Policy describes the policies and procedures of VALIDERE TECHNOLOGIES INC (the “**Corporation**” or “**We**”) on the collection, use and disclosure of the User or “**Your**” information in connection with the use of our oil and gas testing software platform called “Validere 360” (the “**Platform**”) (collectively, the “**Services**”). When using any of our Services, you consent to the collection, transfer, manipulation, storage, disclosure and other uses of your information (excluding financial information), as described in this Privacy Policy. Irrespective of which country you reside in or create information from, your information may be used by the Corporation in Canada or any other country where the Corporation operates.

#### **1. Definition of Personal Information**

“**Personal Information**” means any information, recorded in any form, about an identified individual or an individual whose identity may be inferred or determined from such information, other than business contact information (e.g. name, title, business address) or information readily available to the public. This includes, but is NOT limited to, your name, contact information, and email address. This Privacy Policy does not cover business contact information or aggregated data from which the identity of an individual cannot be determined. We maintain the right to use business contact information and aggregated data in our discretion.

This Privacy Policy is in accordance with the *Personal Information Protection and Electronic Documents Act* (“**PIPEDA**”), the federal privacy law for private-sector organizations. We will ensure compliance with PIPEDA, as amended by the *Digital Privacy Act* (“**DPA**”). In the event of a conflict between any provision of this Privacy Policy, PIPEDA as amended by the DPA will govern for such provision.

**Personal Information Collected Upon Registration:** When you create or reconfigure an account in order to use our Services, you provide some Personal Information, such as your name, contact information, payment information, email address, etc. Registration is restricted to persons who are 18 years of age and older or businesses with identifying business numbers. We will not knowingly collect information from persons under 18 years of age. Registration for the Service requires a birth date or identifying business number.

**Cookies:** The Services use “cookie” technology to provide you with a better user experience. A cookie is a small data file that is transferred to your computer’s hard disk. You can instruct your browser to stop accepting cookies, by editing its options; However, keep in mind that this may disrupt the Services being provided to you.

**Device Identifiers:** When you use a mobile device like a tablet or phone to access our Services, we may access, collect, monitor, store on your device, and/or remotely store one or more “device identifiers.” A device identifier may be data stored in connection with the device hardware, data stored in connection with the device’s operating system or other software, or data sent to your device.

## **2. How We Use Your Personal Information**

We only collect, use and disclose Personal Information for the purpose of providing and improving Services to our clients. In addition, we may use Personal Information that we receive to:

- a) Establish a commercial relationship with you;
- b) Establish identity within the context of your oil testing operations;
- c) Develop and test new products and features;
- d) Provide you with ongoing customer Service;
- e) Help you efficiently access our software and Service Platform;
- f) Remember information so you will not have to re-enter it during your visit or the next time you access our Services;
- g) Provide, improve, test, and monitor the effectiveness of the Services;
- h) Process payments;
- i) Meet legal and regulatory requirements; and
- j) Such other purposes consistent with these objectives.

## **3. Information Sharing and Disclosure**

Our use of Personal Information is limited to the purposes described in this Privacy Policy and we do not otherwise sell, trade, barter, exchange or disclose for consideration any Personal Information that we have obtained. We do not use your Personal Information for any form of advertising or marketing, and we will not share your Personal Information with any third party outside the Corporation. We may disclose your Private Information in the limited circumstances described herein.

**Your Consent:** We may share or disclose your information with your consent. In addition, where appropriate, specific authorizations or consents may be obtained from time to time.

**Without Consent:** Please note that there are circumstances where the use and / or disclosure of Personal Information may be justified or permitted or where the Corporation is obliged to disclose information WITHOUT consent. Such circumstances are consistent with PIPEDA and the DPA and may include, but are not limited to:

- a) Where required by law or by order or requirement of a court, administrative agency or governmental tribunal;
- b) Where the Corporation believes, upon reasonable grounds, that it is necessary to protect the rights, privacy, safety or property of an identifiable person or group;
- c) Where it is necessary to establish or collect monies owing to the Corporation;
- d) Where it is necessary to permit the Corporation to pursue available remedies or limit any damages that the Corporation may sustain;
- e) Where the Corporation believes, upon reasonable grounds, that a breach of an agreement or contravention of a law has been, or is about to be committed and that it is reasonable to expect that disclosure with the knowledge or consent of the individual would compromise the investigation;
- f) Where the Corporation believes, upon reasonable grounds, that fraud is likely to be committed, and it is necessary to use the Personal Information to detect, suppress or prevent fraud, and that it is reasonable to expect that disclosure with the knowledge or consent of the individual would compromise the investigation; and
- g) Where it is necessary to assess, process or settle an insurance claim.

**Business Transfers:** In the event that the Corporation is involved in a bankruptcy, merger, acquisition, reorganization or sale of assets, your Personal Information may be sold or transferred as part of that transaction. The promises in this Privacy Policy will apply to your information when transferred to the new entity.

**Non-Private or Non-Personal Information:** We may share or disclose your non-private, aggregated or otherwise non-Personal Information.

#### **4. Accuracy of Information**

The Corporation endeavours to ensure that any Personal Information provided to you via the Services is accurate, current and complete as is necessary to fulfill the purposes for which the information has been collected, used, retained and disclosed. You must notify the Corporation of any change in Personal Information.

## **5. Protection of Personal Information**

We endeavor to maintain appropriate physical, procedural and technical security with respect to our offices and information storage facilities so as to prevent any loss, misuse, unauthorized access, disclosure, or modification of Personal Information. This also applies to the disposal or destruction of Personal Information. We further protect your Personal Information and any financial or payment information by restricting its access to those employees who need to have knowledge of that information in order for us to provide our Services, as determined by the management of the Corporation.

## **6. Access to your Personal Information**

If you are a registered user of our Services, we provide you with tools and resources to access or modify the Personal Information you provided to us and associated with your account. To guard against fraudulent requests, we may require sufficient information to allow us to confirm that the person making the request is authorized to do so before granting access or modifying any Personal Information.

## **7. User-Generated Content**

You are responsible for your own content that you upload on the Platform. Content includes reports prepared by third party labs or any other material that you may upload on the Platform (the “**Content**”). By uploading Content to the Platform, you affirm, represent and warrant that you own or have the necessary licenses, rights, consents, and permissions to use such Content. The Corporation is not liable for any distribution or use of the Content both while the Content is uploaded on the Platform, and after the Content is removed from the Platform.

## **8. Changes to this Privacy Policy**

We may revise this Privacy Policy from time to time. The most current version of the Privacy Policy will govern our use of your Personal Information. If we make a change to this Privacy Policy that, in our sole discretion, is a material change, we will endeavor to notify you via the email associated with your account. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Privacy Policy.

If you have any questions or comments regarding this Privacy Policy, contact us via telephone at 1-647-478-9497 or via email at [admin@validere.com](mailto:admin@validere.com). While the Platform continues to work

hard to protect your Personal Information, no data transmission over the internet can be guaranteed to be absolutely secure, and the Platform cannot ensure or warrant the security of any information you transmit to the Platform. Uploading Personal Information is done at your own risk.

**Last updated:** April 4, 2018