

## Sites Privacy Policy

Last Updated: July 1, 2020

This Privacy Policy is part of the (“**Terms**”) governing your use of: the “Sites” website service available to our Operators to make their own websites which are “powered by iQmetrix”; and including the online products or services which may be accessed therein, (collectively, the “**Service**”), all of which are offered by the Operator listed on the applicable “sites” website, but with technical functionality provided by iQmetrix USA Inc., 445 South Main Street, Suite 300 Davidson, North Carolina 28036, if you are located in the United States (or iQmetrix Software Development Inc., 250 Howe Street - Suite 1210, Vancouver, BC, Canada V6C 3R8, Vancouver, BC, Canada V6C 3R8, if you are located outside of the United States) (“**iQmetrix**”, “**us**”, “**we**” and “**our**”).

All references to “**user**”, “**you**”, “**your**” mean the organization or individual, as applicable, that access and use the Service in any manner. This Privacy Policy applies to Personal Information (as defined below) collected by iQmetrix on behalf of the Operator, through or in conjunction with the Service, by email, phone or any other offline interactions and anywhere else we post or display this Privacy Policy. By accessing or using the Service, you accept and agree to the terms of this Privacy Policy in effect at the time of your use. Any individual user acting on behalf of an organization hereby confirms that such user has all necessary and legal authority to bind the organization. Acceptance of this Privacy Policy by such user will be deemed acceptance by the organization of this Privacy Policy. Any terms capitalized herein but not defined will have the meanings ascribed to them in the Terms.

By accessing or using the Service, you agree to the terms of this Privacy Policy. We reserve the right to update or change our Privacy Policy at any time. We will use reasonable efforts to notify you of any material changes to this Privacy Policy and you should periodically review this page. Your continued access to and use the Service will constitute your acknowledgement of and your consent to abide and be bound by the modified Privacy Policy.

**You must be at least eighteen (18) years old to use the Service. We desire to protect any personal and financial information you choose to provide us as described in this Privacy Policy**

### Third Party Service Providers

**The Operator may choose to enable certain services which may be accessible from the Website from time to time that are provided by third parties, including but not limited to the following features:**

- **Chat functionality offered by talk.to**

- **Payments Online functionality with payment processing offered by Paymentech, LLC**

**If you choose to engage with any of these functions, your data may be submitted directly or passed through to the Operator as well as the respective third party, and the respective third party's terms of service, privacy policy, and other policies may apply. Depending on the integration with such third party, iQmetrix may not actually handle, process, or store such data. In addition, we have no control over or insight into such third parties' use of your data. We are not involved in the relationships between the Operator and such third parties, though we may facilitate transactions or communication.**

## **Information We Collect**

**“Personal Information” is information that directly or indirectly identifies you or can be used to identify you as an individual.**

At the direction of the Operator, we may obtain your personal information directly and indirectly from your activity on the Service. Most of your personal information will be gathered transparently, directly from you. The information you may be asked to provide may include personally identifiable information such as your name, contact information, employment-related information such as your current employer and job title, and payment information.

We may (and you authorize us to) access, use, process, and transmit data related to your use of the Service, including payments enabled by the Service and related transaction information, including item descriptions, price, and tax amounts. We may (and you authorize us to) obtain such data directly from you, the Operator, and/or indirectly, such as via the Operator's payment processor.

**Sources.** We collect the information listed above from the following categories of sources:

- **Direct interaction with the Service** – While interacting with the Service, you may be asked directly to provide personal information. For example, you may enter your name and address when registering for an account.
- **Indirectly through your interaction with the Service** – The Service may indirectly and automatically collect information associated to your account. For example, the Service may create access logs or other technical information as described below.
- **Third parties engaged with the Service** – Third parties such as an Operator's payment processor may indirectly provide additional information related to a transaction.

iQmetrix also collects usage information automatically while you are logged in. We collect your login history, metadata regarding your use of iQmetrix products and services and other basic network activity information.

### ***Web Users***

iQmetrix collects information related to your use of our website using cookies, web beacons, and log information.

Cookies are small files containing strings of text stored on your computer. iQmetrix uses cookies to authenticate you as a user when you log in, track your session, deliver content specific to your preferences and interests, store the contents of your shopping cart, provide features related to payment and customer service, and provide other functions.

Web beacons are objects embedded into web pages that allow us to determine whether and for how long users view web pages. We use web beacons for site traffic reporting, unique visitor counts, auditing and reporting, personalization, and other functions.

Log information may include web requests, Internet Protocol address, operating system, browser type, browser language, date and time of your request, and cookies that may uniquely identify your browser. iQmetrix uses this information to enhance the functionality of the website and to make your access more convenient, secure, and efficient.

iQmetrix also uses information gathered from logs, cookies, and web beacons to monitor website performance; improve website design, functionality, and security; and assemble web analytics and activity trends. iQmetrix retains such information for as long as reasonably required for business purposes or as reasonably required to comply with our legal obligations.

You may stop your browser from accepting cookies or web beacons. The Help portion of your browser should explain how to configure your browser's cookie handling. Your browser may have add-ons that may help you block web beacons. You may have limited functionality if you block cookies or web beacons set by our website.

### ***Information Obtained by Third Parties***

iQmetrix works with third parties such as Google, LuckyOrange, Hubspot and Demandbase who provide advertising and marketing services and integrated partners (listed at <https://www.iqmetrix.com/partners>) to provide our products and services (collectively as the "Third Party Service Providers"). Some Third Party Service Providers collect and use personal data about your access and use of iQmetrix products and services.

## **Web Third Party Service Providers**

### Google AdWords

iQmetrix uses Google AdWords, a web analytics and search engine advertising campaign management service. Google AdWords uses cookies, web beacons, and other means to help iQmetrix analyze how users use the site. You may find Google's Privacy Statement at <https://www.google.ca/policies/privacy/>.

### Google Analytics

iQmetrix uses Google Analytics, a web analytics service. Google Analytics uses cookies, web beacons, and other means to help iQmetrix analyze how users use the site. You may find Google's Privacy Policy at <https://www.google.ca/policies/privacy/>.

### DoubleClick

We use remarketing codes to log when users view specific pages, allowing us to provide targeted advertising in the future. DoubleClick is part of the Google network and you may find Google's Privacy Policy at <https://www.google.ca/policies/privacy/>.

You can opt out of Google's use of cookies by visiting Google's Ads Settings at <http://www.google.com/settings/ads> and opt out of third part networks by visiting the Network Advertising Initiative opt-out page at <http://www.networkadvertising.org/choices/>.

### LuckyOrange

iQmetrix uses Lucky Orange, a web analytics service. Lucky Orange uses cookies, web beacons, and other means to help iQmetrix analyze how users use the site. You may find Lucky Orange's Privacy Policy at <https://www.luckyorange.com/privacy.php>.

### Hubspot

iQmetrix uses Hubspot, a marketing automation software and web analytics service. Hubspot uses cookies, web beacons, and other means to help iQmetrix distribute emails analyze how users use the site. You may find Hubspot's Privacy Statement at <https://legal.hubspot.com/privacy-policy>.

### Demandbase

iQmetrix uses Demandbase, a B2B advertising service. Demandbase uses JavaScript tags to collect non personally identifiable information to help iQmetrix identify parties potentially interested in iQmetrix products and services. You may find Demandbase's Privacy Policy at <https://www.demandbase.com/privacy-policy/>.

## **Use of Information**

**Permitted Uses.** We only collect and process information submitted to us through the Service (“Information”) for the purposes described in this Privacy Policy or the Terms, including:

- **Authentication purposes** – to verify your identity and to protect our rights, your rights and the rights of other users.
- **Providing the Service** – to provide the technical functionality powering the Website at the direction of the Operator and to facilitate the Operator’s provision to you of its products and services, including allowing the Operator to provide invoices, settle and process payments, and provide receipts.
- **Security** – to detect and prevent fraud and abuse and to provision technical notices, security alerts and support and administrative messages.
- **Improving the Service** – to research and analyze usage of the Service for the development of new services or contests, to improve the Services offered and to solicit feedback.

This Information includes data we collect through the Service.

**Blind Data.** We may use the Information to create aggregated, anonymized general information (“**Blind Data**”) to monitor and improve our services, create usage statistics, or for any other lawful business purpose. Blind Data does not and cannot be used to identify you as an individual. You hereby grant to us a non-exclusive, transferable, sublicenseable, royalty-free license to use Information we collect from you to generate Blind Data. If we collect or generate Blind Data, it will be owned by us and we may use it for any lawful business purpose without further consideration.

## Your Rights and Choices

**Contact.** To exercise any of your rights outlined in this section, or to learn more about our privacy practices, please contact us by email at [support@iQmetrix.com](mailto:support@iQmetrix.com).

**Making a Request.** You may make a request personally, to the Operator, or through an authorized agent. We may ask for supporting information (such as details of a recent transaction) to verify your identity before fulfilling a request. We will use commercially reasonable efforts to respond to all verifiable request within 45 days of its receipt, and will inform you in writing if we require more time.

**Access and Deletion.** You may request access to and deletion of Information about yourself and your Organization by contacting us directly.

**Correction.** You may update or correct Information about yourself or your Organization by contacting us directly.

**Non-Discrimination.** We will not discriminate against you for exercising the rights outlined in this section, and your use of the Service will be limited and altered only to the extent permitted by law or as a direct and foreseeable consequence of the exercise of your rights.

**Exceptions.** We may retain archived copies of information about you and your transactions for a period of time that is consistent with applicable law.

## Information Sharing

1. Unless we have your consent or as stated in this Privacy Policy, we do not share any of your Information.
2. We may share all of your information with the Operator in order for the Operator to provide its products and services to you.
3. When you make a payment via the Website, your payment information is transmitted to the payment processor selected by the Operator. Through this process, this information may be provided to financial institutions, processors, payment card associations, and other entities that are part of the payment or transfer process, and your payment information may be transferred, processed and stored outside of Canada or the United States on servers in Canada, the United States, or other countries, and may be subject to disclosure as required by applicable law. The payment processor may also collect other information directly from you via cookies or other means. Processing may involve evaluation of card suspension or cancellation, and payment and balance data.
4. We may also provide Information to our agents, technology vendors and other service providers on a “need-to-know” basis for the purpose of providing the Service and operating our business. For example, business analytics platforms, marketing vendors, fraud detection and prevention firms and other vendors that help us improve our products and services and protect against fraud or misuse of our services. These service providers are required to keep the Information confidential, and may not use it for any purpose other than to perform services for us or as otherwise required by law.
5. We may submit any Information we have regarding an alleged violation of law involving the Website to law enforcement, or to other governmental or regulatory entities (including pursuant to a subpoena, court order, or other legal process; or upon reasonable belief that a violation of applicable law has occurred). We may also submit such Information as is required to establish our legal rights or defend against legal claims.
6. We may share your Information with an affiliate or assign and transfer the Information to a third-party successor-in-interest in connection with, or in negotiation of: a merger, acquisition, sale of substantially all our assets or stock, or similar change-in-control transaction; a financing event; or a bankruptcy or dissolution proceeding.

## Notice To California Residents

The information in this section applies to residents of California with regard to Personal Information subject to this Privacy Policy. If you have any questions about this Privacy Policy or would like to receive a printed copy, please contact us at [support@iQmetrix.com](mailto:support@iQmetrix.com).

**How We Collect and Use Personal Information.** In accordance with the California Consumer Privacy Act of 2018 (“CCPA”), this section describes the personal information (as defined by the CCPA) we collected about California residents in the last 12 months, the sources of that information, our business or commercial purposes for collecting the information, and the third parties with whom we shared that information. Please refer to the corresponding sections of this policy above for details on the following:

- ***Information We Collect:*** This section describes the categories of personal information we collected and the categories of sources from which the information was collected.
- ***Use of Information:*** This section describes the business or commercial purposes for which we collected the information.
- ***Information Sharing:*** This section lists the categories of third parties with whom we shared personal information.

**Your Rights and How to Exercise Them.** Under the CCPA, California residents have certain rights with regard to their personal information. Those rights may only apply in certain circumstances and may be subject to limitations or exceptions. A summary of those rights is provided below as well as information on how to exercise your rights. Please note that we will require certain identifying information about you as necessary for us to verify your request in accordance with applicable law.

- ***Right to Know:*** You may request us to disclose the categories of personal information we collected about you, the purposes for which we collected, sold or disclosed that information, and the categories of third parties to whom we disclosed the information in the last 12 months. To exercise this right, please email your request to [support@iQmetrix.com](mailto:support@iQmetrix.com) and include “Disclosure Request” in the subject line of your message.
- ***Right to Access:*** You have the right to request access to the personal information specific to you individually, that we collected, used, disclosed and/or sold about you in the last 12 months. To exercise this right, please email your request to [support@iQmetrix.com](mailto:support@iQmetrix.com) and include “Access Request” in the subject line of your message.
- ***Right to Delete:*** You have the right to request us to delete the personal information we have collected or maintain about you. Please note that certain exceptions may apply to your right to delete information, such as when we must retain personal information as required or permitted by law and we will also maintain a record of your deletion request. We will notify you if any such

exceptions apply to your request. To exercise this right, please contact us [*insert method*] or email us at [support@iQmetrix.com](mailto:support@iQmetrix.com) and include “Deletion Request” in the subject line of your message.

We will not discriminate against you for exercising the rights outlined in this section, and your use of the Service will be limited and altered only to the extent permitted by law or as a direct and foreseeable consequence of the exercise of your rights. We may also offer certain financial incentives, charge reasonable fees related to your requests, or deny your right to know, right to access or right to deletion in accordance with applicable law.

You can exercise these rights yourself or you can designate an authorized agent to make a request on your behalf. If you would like an authorized agent to submit a request on your behalf, please send us an email at [support@iQmetrix.com](mailto:support@iQmetrix.com) for instructions and details on proof and information required for use of an authorized agent.

**How We Disclose Information.** We disclosed personal information to third parties for business purposes during the last 12 months. For more information on the categories of information we disclosed and to whom it was disclosed, see the Information Sharing section above. We do not sell your personal information or the personal information of minors under age 16.

**Third-Party Marketing Disclosure.** Under California Civil Code § 1798.83, California residents with whom we have a business relationship can request information about the types of personal information, if any, we shared with third parties for the direct marketing purposes of the third parties and the identities of the third parties with whom we shared such information in the last 12 months. We do not share your personal information with third parties in this manner and have not done so in the last 12 months. You may request more information by contacting us using the contact information at the bottom of this Privacy Policy.

## Do-Not-Track Signals

The Website does not currently respond to browser based “Do-Not-Track” signals. For information on how to enable this setting, if available your device, please refer to <https://allaboutdnt.com>.

## Information Security

We use commercially reasonable efforts designed to protect Information via maintenance of standard physical, electronic, and procedural safeguards. Despite our actions and precautions, no Internet data transmissions are completely secure, and they

are subject to theft, fraud, destruction, alteration, disclosure, unauthorized access and other misuse.

The security of your Account and Personal Information depends on you performing your responsibility to control access to your devices and applications, including maintaining physical possession of your device, and keeping your passwords and PINs confidential and not sharing them with anyone. It is also your responsibility to alert us if you believe the security of information in any part of the Service has been compromised.

You agree that there is risk involved in your transmission of Information to us, some of which is unavoidable and may be (a) incurred via occurrences out of our control, or (b) inherent in all like Internet transmissions. To the greatest extent permissible under applicable law, we are not responsible for the security or privacy of any Information you choose to submit to us.

### **Third-Party Websites And Technologies**

We are not responsible for the privacy and data security practices, or the content or services, of third-party websites and services, including those to which you may elect to link from the Website. You must review the privacy policies and terms of use of these other websites to understand their business practices. This Privacy Policy does not cover the information practices of third parties who may collect your information, nor do we assume any liability for them. If you have an issue with a third party, including any payment vendor, you must contact that third party directly.

### **Retention And Disposal Of Personal Information**

We retain Information to provide, maintain, and augment the Service, and to comply with legal requirements and standard business practices. We retain Information for as long as (a) we have a business need, or (b) applicable laws, regulations, or government orders require. When we dispose of Information, we use reasonable procedures to erase or render it unreadable (for example, shredding documents and wiping electronic media). We may retain Blind Data for so long as it is relevant to our business model, in our discretion.

### **General Provisions**

#### **PRIVACY OF CHILDREN**

We do not knowingly collect Personal Information from children under the age of 13. If we learn that we have inadvertently done so, we will take commercially reasonable steps to delete that Personal Information.

## **ENFORCEMENT**

If you violate our Privacy Policy or other terms of use, we may prevent you from using the Service. If you believe another person has committed such a violation, contact us via the customer care contact information we provide on the Website.

## **INTERNATIONAL TRANSFERS**

Ready Software and its affiliated companies are located in Canada and the United States. The Service is not targeted at individuals outside Canada and the United States. If you are visiting the Website or using the Service from outside Canada and the United States, please note that information collected through the Service will be stored and processed in Canada or the United States or any other country (“**Transfer Country**”) in which we, or our affiliates, subsidiaries, agents or service providers, maintain facilities, where the data protection laws may differ from those in the country where you are located. By using the Service, you consent to any such foreign transmission, including an express consent to your Personal Information being transferred, to, stored, in and accessed from a Transfer Country that differs from the country where you reside and/or utilize the Service.

## **CHANGES TO THIS PRIVACY POLICY**

This Privacy Policy will change from time to time to maintain compliance with applicable law and regulations. We reserve the right to modify this Privacy Policy at any time in our sole discretion by posting the most recent version (which shall supersede any other version and become effective as of the last updated date indicated) on the Website. Your continued use of the Service following posting of these changes constitutes acceptance of the terms as they exist at the time of your usage.

## **CONTACT US**

For any questions regarding this Sites Privacy Policy, please contact us at [support@iQmetrix.com](mailto:support@iQmetrix.com) or 1-888-888-8170