

**URQUi**  
**KINESIS IDENTITY SECURITY SYSTEMS INC.**  
**Privacy Policy**

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**Important Terms Used in This Policy**

When reading this policy you should be aware of the meanings we give to the following terms.

When we refer to "personal information" or "information" it means information about an identifiable individual or that could reasonably be expected to identify a particular individual. This includes details such as your age, place of birth, marital status and the area in which you live. Personal information does not include most of the information that appears on a business card.

**Your Privacy Is Protected**

At URQUi, a division of KINESIS IDENTITY SECURITY SYSTEMS INC. ("KISSI"), an important part of our commitment to you is to respect your right to privacy. This policy will help you better understand how URQUi protects personal information. At the date of this policy, URQUi DOES NOT COLLECT PERSONAL INFORMATION FROM USERS OF ITS SYSTEM.

**Our Privacy Principles**

URQUi will respect the following principles if it ever does collect personal information:

- 1. Identifying Purposes and Obtaining Your Consent.** We identify the purposes for collecting personal information at or before the time it is collected. We obtain your consent before collecting, using or disclosing personal information, except where permitted or required by law. WE WILL NEVER COLLECT PERSONAL INFORMATION WITHOUT TELLING YOU AND GIVING YOU THE OPTION TO NOT PROVIDE THE INFORMATION.
- 2. Limiting the Collection, Use and Disclosure of Your Information.** We will limit the personal information we collect to what is necessary for the purposes we have identified. We collect information only by fair and lawful means. We do not use or disclose personal information for purposes other than those for which it was collected, except with your consent, or where permitted or required by law. We retain personal information only as long as necessary for these purposes.
- 3. Keeping Your Information Accurate and Providing Access to Your Information.** We will take care to keep personal information as accurate, complete and up-to-date as is necessary for the purposes for which it is to be used. Upon request, we will provide you with access to your personal information.

You can ask how your information is used or disclosed, can ensure it is accurate and complete, and can update it if necessary.

**4. Protecting Your Information.** We will safeguard the privacy of personal information through security measures appropriate to the sensitivity of the information.

**5. Addressing Your Concerns.** We will be responsible for personal information under our control. There are designated individuals within URQUi who are accountable for compliance with these privacy principles. We have steps you can follow if you have questions or concerns about your privacy.

### **Identifying Purposes and Obtaining Your Consent**

If we ever need your personal information for any purpose, we will identify that purpose at the time that we collect the information.

There are many ways we may obtain your consent. We may obtain your express consent in writing, through electronic means, or verbally. Alternatively, your consent may be implied through an action you've taken, such as completing a form and thereby providing us with information. Examples of express consent include where you may sign an application that states "I agree to ...", or you may be asked to electronically acknowledge that you will be bound by legal terms or agree to certain statements. Clicking "I Agree" is your electronic consent. Example of implied consent include situations such as where you are using one of our services and we inform you of revised Terms relating to that service, we can conclude that you agree to those conditions if you choose to continue using the service.

### **Limiting the Collection, Use and Disclosure of Your Information**

URQUi DOES NOT COLLECT PERSONAL INFORMATION FROM USERS OF ITS SYSTEM. If it becomes necessary to collect personal information in the future, we will limit the personal information we collect to what is necessary for the purposes we have identified and will safeguard your information in accordance with the terms set out below.

We will not use or disclose personal information for purposes other than those for which it was collected, except with your consent, or as described below. We retain personal information only as long as necessary for these purposes.

There may be exceptions where we may collect, use or disclose information without consent:

1. If we use an outside supplier to do work for us. At times we may use outside suppliers to do work for us involving some of your information. We select suppliers carefully and insist they have privacy and security standards that meet URQUi's strict requirements. We may share your information with these operators on a confidential basis to process transactions, provide customer service, promote the service and for other reasonable purposes. See also "Third Parties Who Might Collect Your Personal Information" below.
2. If we are permitted or required by law. We may be compelled to release information by a court or other legal or regulatory authority. If so, our policy is to release information only to the extent that we are required to do so.
3. We may share information for business transactions. From time to time, we may sell parts of our business, or merge or amalgamate parts of our business with other parties. Since client and account information will normally be a part of the transaction, we may disclose this information

to other parties in the transaction, as part of due diligence and on completion of the transaction. We require that the other parties keep this information confidential and limit its use to the purposes of the transaction.

The length of time we keep your information will vary depending on the product or service and the nature of the personal information. We have retention standards that meet customer service, legal and regulatory needs. For these reasons, we may keep your information beyond the end of your relationship with us.

When your information is no longer required, we will securely destroy it or delete the personally identifiable portions of it.

### **Third Parties Who Might Collect or Be Given Your Personal Information**

URQUI DOES NOT CONTROL THE INFORMATION COLLECTED BY THIRD PARTIES WITH WHOM YOU MAY DO BUSINESS, AND YOUR PRIVACY RIGHTS ARE GOVERNED BY THEIR RESPECTIVE PRIVACY POLICIES. URQUI DOES NOT HAVE ACCESS TO OR CONTROL OVER YOUR MOST SENSITIVE PERSONAL INFORMATION, SUCH AS THE INFORMATION REQUIRED TO COMPLETE A CREDIT CARD PURCHASE (INCLUDING YOUR CREDIT CARD PARTICULARS). URQUI IS NOT RESPONSIBLE FOR THE SECURITY OF SUCH INFORMATION, NOR ARE WE LIABLE FOR THE MISUSE OF SUCH INFORMATION.

### **Keeping Your Information Accurate and Providing Access to Your Information**

URQUI DOES NOT COLLECT PERSONAL INFORMATION FROM USERS OF ITS SYSTEM. If we do, we will rely on you to tell us when your personal information changes.

It is important to ensure your personal information at URQUI is accurate and complete. If it becomes necessary in the future to collect personal information, we will provide a mechanism at that time to give you access to your information and to correct such information as required.

If you have a sensory disability you may request your information to be made available in an alternative format. If we already have that format, we will provide it.

If we are unable to provide access or disclose information to you, we will explain why, subject to any legal or regulatory restrictions.

If you tell us that we have information about you that is obsolete or incorrect, we will update our records with the proper information. When appropriate, we'll correct any information which we may have given to an outside organization.

### **Protecting Your Information**

If it becomes necessary in the future to collect personal information, we will limit access to your personal information and store it securely. Depending on the nature of the information, it may be stored in various secure computer systems, or the record storage facilities of URQUI or our outside suppliers.

In addition to the physical and electronic security devices we use to protect your information, we have security standards to protect our computer systems from unauthorized use or access.

Employees who have access to your information are made aware of how to keep it confidential. We use contracts and other measures with our outside suppliers to maintain the confidentiality and security of your personal information and to prevent it from being used for any unauthorized purpose. Access to your personal information is only given to those who require it to provide our products or services, or where permitted or required by law.

*How you can protect your privacy.* Never disclose your current PIN, passwords or answers to online personal verification questions to anyone, or you could be liable for losses. No URQUI employee or agent will ever ask you verbally or through e-mail for this information. Make sure that URQUI has your most up-to-date address or contact information will help protect your personal information from being misdirected. To protect your privacy online, you should clear your browser's cache after each session, use a firewall, and use up to date software to protect your computer from viruses and spyware.

### **NOTICE OF CHANGES**

If we make changes to this policy, we will notify you in an appropriate manner.

### **DISPUTE RESOLUTION**

This policy, and all related matters are governed solely by the laws of British Columbia, Canada and applicable federal laws of Canada. Any dispute between you and URQUI.COM or any other person arising from or connected with or relating to this Privacy Policy, or any related matters (collectively "Disputes") will be resolved solely in accordance with the Policy of this Article.

If there is any dispute arising out of or relating to this Privacy Policy, then the parties will use reasonable and good faith efforts to resolve such dispute, first by direct negotiation and then, if that is not successful, by mediation with a neutral third party mediator acceptable to both parties. Each party will bear its own costs and expenses in connection with any mediation and all costs and expenses of the mediator will be shared equally by the parties.

Any Dispute that is not settled by mediation or agreement between the parties within a reasonable time shall be settled exclusively by binding arbitration by a single arbitrator. The location of the arbitration will be Vancouver, Canada. The arbitration will be governed by the *Commercial Arbitration Act* (British Columbia). The arbitrator will be selected and the arbitration conducted in accordance with the British Columbia International Arbitration Rules ("Rules") and conducted by the British Columbia International Commercial Arbitration Centre, except that the provisions of this Privacy Policy or the Terms of Service will prevail over the Rules. The parties will share equally in the fees and expenses of the arbitrator and the cost of the facilities used for the arbitration hearing, but will otherwise each bear their respective costs incurred in connection with the arbitration. Depositions will not be allowed, but information may be exchanged by other means. The parties will use their best efforts to ensure that an arbitrator is selected promptly and that the arbitration hearing is conducted no later than 3 months after the arbitrator is selected. The arbitrator must decide the dispute in accordance with the substantive law of British Columbia. This requirement does not, however, mean that the award is reviewable by a court for errors of law or fact. Following the arbitration hearing, the arbitrator will issue an award and a separate written decision which summarizes the reasoning behind the award and the legal basis for the award.

The arbitrator will not:

- (i) Award damages excluded by the Terms of Service;
- (ii) Award damages in excess of the amount, if any, limited by the Terms of Service; or

(iii) Require one party to pay another party's costs, fees, attorney's fees or expenses.

The award of the arbitrator will be final and binding on each party. Judgement upon the award may be entered in any court of competent jurisdiction.

The dispute resolution procedures described in this Part are the sole and exclusive procedures for the resolution of any disputes which arise out of or are related to this Privacy Policy, except that a party may seek preliminary or temporary injunctive relief from a court if, in that party's sole judgment, such action is necessary to avoid irreparable harm or to preserve the status quo. If a party seeks judicial injunctive relief as described in this Article, then the parties will continue to participate in good faith in the dispute resolution procedures described in this Article. The parties agree that no court which a party petitions to grant the type of preliminary or temporary injunctive relief described in this Article may award damages or resolve the dispute.

Notwithstanding the foregoing, URQUi.COM is not precluded at any time from seeking injunction relief against the other Party for intellectual property infringement in British Columbia or in the jurisdiction where the other Party is domiciled or resident or where the infringement is taking place.

The parties attorn to the exclusive jurisdiction of the Supreme Court of British Columbia for the purpose of any court application contemplated by this Article.

#### **Addressing Your Concerns**

If you have any questions about our policies and practices relating to your personal information, please let us know.

*Contact the URQUi Customer Care Centre*

E-mail: [customercare@URQUi.COM](mailto:customercare@URQUi.COM)

Be sure to include your name and contact information where you prefer to be reached, the nature of your complaint, and details relevant to the matter and with whom you have already discussed the issue.