



## Privacy Policy

Sinitic Inc.

Last Updated: 13 March 2019

### Definitions

Unless the context clearly requires otherwise, the following terms have the following meanings, and all other capitalized terms have the meaning ascribed elsewhere in this Agreement:

1. **“Company”** refers to Sinitic Inc. of 151 Charles Street West, Kitchener, Ontario, N2G 1H6 and its subsidiaries.
2. **“Application”** refers to the Sinitic platform and the SiniticNLP™ natural language processing engine and any other applications, plans, features, software, maintenance, and customer service offered by Sinitic Inc.
3. **“User”** refers to a person or entity that has been granted access to the Application and who has agreed to be bound by the Terms of Service.
4. **“Terms of Service”** document that governs User access to and use of the Application offered by Sinitic Inc.
5. **“User Content”** refers to content that has been contributed to by users of the application, including personal information.
6. **“Authorized Third Parties”** refers to those who have agreed to Confidentiality Agreements and have been granted access by Sinitic Inc. to proprietary information.

### General

Sinitic Inc. (the “Company”) is the owner and creator of an application to create conversational agents (the “Application”). The Privacy Policy is intended to describe the information collected, how that information may be used, and with whom it may be shared. By accessing the Application, the User acknowledges and agrees to have read, fully accept, and be willing to abide by the Privacy Policy. The Application is currently under intense development and different aspects of the Application will be deployed over the coming months. Some parts of the Privacy Policy refer to functions of the Application that have not yet been implemented or deployed.

**Information Collected.** Any and all information provided to the Company through the use of the Application is collected and stored as data that may be used for product development, and is considered to be the property of the Company.

1. **Private personal identity information.** The information collected may include items such as name, email address and chat histories.
2. **Public preference information and content.** When the User uses the Application, the Company may automatically receive information made available by social media profiles. That information is entirely public and could be indexed by internet search engines and may be used for any purpose.

**Information collected by third parties.** The Company may allow third parties, including authorized service providers, advertising companies, corporate partners, and ad networks, to display links, promotions and advertisements through the Application. These companies may use tracking technologies, such as cookies, to collect information about users who view or interact with their advertisements. This information may allow them to deliver targeted advertisements and gauge their effectiveness. The Company does not provide any personal information to these third parties.

**Storage of information.** As a cloud-based software, the Application collects and stores information on various servers throughout the world.

**Use of collected information.** Generally, the Company may use information that is collected about the User to:

1. facilitate and enhance the User's use of the Application;
2. manage the User's account and provide customer support;
3. enforce the Company's Terms of Service;
4. perform functions as otherwise described to the User at the time of collection.

**Sharing of Information.** The Company will not share the User's personal information with others except as indicated below:

1. **Authorized agents and service providers:** the Company may share personal information with authorized agents and service providers that perform certain services on behalf of the Company. These services include, but are not limited

to, maintaining servers, fulfilling subscription requests, providing customer service and marketing assistance and performing business and sales analysis. These agents and service providers may have access to personal information but are not permitted to share or use such information for any purpose beyond what has been authorized by the Company.

2. **Legal Obligation:** The Company may disclose User information, including personal information:
  - a. in response to a subpoena or similar investigative demand, a court order, or a request for cooperation from law enforcement or other government agencies; to establish or exercise the Company's legal rights; to defend against legal claims; or as otherwise required by law. In such cases, the Company may raise or waive any legal objection or right available.
  - b. when the Company believes disclosure is appropriate in connection with efforts to investigate, prevent, or take other action regarding illegal activity, suspected fraud or other wrongdoing; to protect and defend the rights, property or safety of the Company, Users, employees of the Company, or others; to comply with applicable law or cooperate with law enforcement; or to enforce the Terms of Service or other agreements or policies.

## **Cookies and Other Technologies**

**Information collected automatically.** Information is automatically collected from the User's browser when the Application is accessed. This information includes IP address, browser type and language, access times, the content of any undeleted cookies that the User's browser previously accepted, and the referring website address.

**Cookies.** When the User accesses the Application, the User's computer(s) may be assigned one or more cookies to facilitate access to the Application and to personalize experience. Cookies may automatically collect information such as web pages visited, links clicked, and search history.

**Other technologies.** Standard Internet technology, such as transparent GIFs and other similar technologies, to track use of the Application may be used.

## **Disclaimers**

**Merger, sale, bankruptcy, or insolvency.** In the event that the Company or any portion of the business represented by the Application, is acquired by or merged with a third party entity, the Company reserves the right, in any of these or similar circumstances, to transfer or assign any or all of the information collected as part of such merger, acquisition, sale, or other change of control.

In the event of bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, the Company may not be able to control how personal information is treated, transferred, or used.

**Severability.** If any provision of this Policy is held to be invalid, illegal or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Policy shall otherwise remain in full force and effect and enforceable.

**Jurisdiction.** If there is any dispute arising out of the Application, by using the Application the User expressly agrees that any such dispute shall be governed by the laws of the Province of Ontario without regard to its conflict of law provisions, and the User expressly agrees and consents to the exclusive jurisdiction and venue of the courts of the Province of Ontario.

**Governing law.** As a Canadian company the Company is committed to and bound by the rules and regulations outlined in the *Personal Information Protection and Electronics Act* (PIPEDA). If a User believes the Company has not taken appropriate action, please be aware that the User may file a formal complaint with the Office of the Privacy Commissioner of Canada.

**Third-party websites.** Through the Application, the User may be able to click on a link to access other websites that do not operate under this Privacy Policy. These third-party websites may independently solicit and collect information from the User, including personal information and, in some instances, provide the Company with information about the User's activities on those websites.

**Security.** Appropriate security measures (including physical, electronic and procedural measures) are in place to safeguard personal information from unauthorized access and disclosure. Only authorized employees and third parties who have agreed to be bound by confidentiality restrictions may be permitted to access personal information, and may do so only for permitted business functions.

**Third Party Rights.** This Privacy Policy does not create rights enforceable by third parties or require disclosure of any personal information relating to users of the Application.

**Contact us.** If you have any questions or concerns regarding this policy, please contact us at [brittany@sinitic.ai](mailto:brittany@sinitic.ai).