

# WISK SOLUTIONS INC.

## PRIVACY POLICY

(LAST UPDATED: June 2018)

### *Introduction, Acceptance, Definitions, and Modifications*

This Privacy Policy (the “Policy”) explains the privacy practices of Wisk Solutions Inc. (“Wisk”, “we”, “us” or “our”) and covers several different situations, so please refer to the following definitions for clarification:

“Application” refers to the Wisk mobile application, a free app for iOS developed and owned by Wisk. The Application also includes any updates and upgrades that Wisk may make available to you, to the extent that such items are not accompanied by a separate privacy policy. The Application forms an integral part of the Services and as such, any reference to the Services, may also be a reference to the Application, depending on the context;

“Customer” means any individual or legal entity having registered and paid (or using a free trial) to use Wisk’s Services;

“Services” means the software services developed and owned by Wisk that record, monitor and manage alcohol inventory (and perform related functions) in bars, restaurants or other establishment(s) that you own and / or operate. The Services include the Application and the Website, which work in combination;

“User” means any natural person who is authorized by Customer to access and use the Services; and

“Website” is the website located at [www.wisksolutions.com](http://www.wisksolutions.com) which is owned and operated by Wisk, and includes all subdomains thereof, present and future. The Website forms an integral part of the Services and as such, any reference to the Services, may also be a reference to the Website, depending on the context.

For greater certainty, in this Policy “you” or “your” may refer to either a Customer or a User, depending on the context.

Additional definitions may be made throughout this Policy, but they will be recognizable as they will be capitalized, bolded, and in quotation marks. Additional definitions may also be found in the Services Agreement (the “Agreement”), and will have the same meaning in this Policy as they do there. The definitions found in this Policy shall also apply to the Agreement.

By visiting and / or using the Website, by entering into the Agreement with us for use of the Services, by downloading, using or accessing the Application, or by submitting Personal Information (as defined below) to us on or through the Website, the Application or via other means, you consent to Wisk's collection, use and disclosure of your Personal Information (as defined below) in accordance with this Policy (as amended from time to time) and as permitted or required by law.

If you are an individual using the Services on behalf of Customer, you represent and warrant that you have the capacity and authority to accept the Policy on behalf of Customer. If you are Customer, you represent and warrant that you have the legal or contractual authority to submit Personal Information of your Users as envisioned by the Services, and have obtained those Users' consent to allow Wisk to collect, use and disclose their Personal Information as described in this Policy.

Where the present Policy refers to "Wisk", it may refer to Wisk Solutions Inc. and / or its officers, directors, employees, agents or representatives, depending on the context.

Wisk reserves the right, at any time and without prior notice, to modify or replace any of this Policy. The revised Policy will be posted on the Website and will be made available through the Application. It is your responsibility to check the Policy periodically for changes. Your use of the Services following the posting of any changes to the Policy constitutes acceptance of those changes. If we make any substantial changes to the Policy that materially affect the way we treat Personal Information, we will use commercially reasonable efforts to notify you, including by sending a notice to the primary email address specified in your account if you are a Customer.

If you have any questions about the Policy or if you wish to inquire about and / or access or correct any Personal Information Wisk holds about you, please contact:

[privacy@wisksolutions.com](mailto:privacy@wisksolutions.com) or:

Wisk Solutions Inc.  
488 Wellington St. W.  
Toronto, Ontario  
Canada M5V 1E9

Attn: Privacy Officer

General Statement of Privacy and Protection of Personal Information

Wisk takes your privacy and the security of Personal Information (as defined below) very seriously. This Policy describes our practices with respect to Personal Information.

What Does This Policy Cover?

This Policy covers the treatment of personal information, i.e. any information about you as an identified or identifiable individual (“Personal Information”) that you voluntarily submit to us or that we otherwise collect about you when you access or use the Services.

This Policy does not apply to the general practices and treatment of information (whether personal or not) by third parties that Wisk does not own or control, including but not limited to any third-party websites or services that you elect to access through the Website and / or Application or via a link from the Website and / or Application (“Third-Party Website”), or to individuals that Wisk does not manage or employ. While we attempt to facilitate access or link only to those Third-Party Websites that share our respect for your privacy, we cannot take responsibility for the content or privacy policies of those Third-Party Websites. We encourage you to carefully review the privacy policies of any Third-Party Website you access.

#### Personal Information Collected and its Uses

The following is a list of Personal Information collected from you when you use the Services and what we use it for.

“Contact Information”. You may submit information such as your name, email address, company name, mobile phone number and postal address (collectively, “Contact Information”) on the contact forms on the Website and / or the Application. We use this Contact Information in order to respond to your inquiry. If you have used a contact form to sign up for our newsletter, we will use the Contact Information to send you the newsletter; please see the Email Communications section further in this Policy for more information.

“Customer Information”. In order to use the Services, you will be required to enter into the Agreement and submit Personal Information about you and Customer, which may include, but may not be limited to, your name, email address, Customer’s company name, your mobile phone number, your job title, the postal address of Customer, the venue size and POS partner (collectively, “Customer Information”). This Customer Information is used to manage your account, facilitate your use of the Services, and communicate with you about your account.

“Billing Information”. We use Stripe to process any payments you make to us. As a Customer, you will be required to enter the following information in order to purchase a subscription to use the Services (when not using a free trial): credit card number, credit card expiry date, security (CVV) number, and billing address (if different from your company address) (your “Billing Information”). Billing Information used to process the credit card transaction for your purchase(s) and as otherwise described in the “Secured Payments” section below in this Policy.

“User Information”. As a Customer, you or your Users are required to enter your first and last name and email address (“User Information”). User Information is used to allow for

the proper functioning of the Services, and to communicate information about the Services to Users.

In addition to the uses described above, we may also use Personal Information you have submitted to provide technical support and other customer service you may request from time to time.

#### Non-Personal Information and its Uses

In addition to the personal User Information described above, Wisk also collects certain non-personal information including, but not limited to, stocks, bottles, and sales statistics through ordinary use of the Services by Customers and Users. We may use non-personal information in the ordinary course of running our business. This information is tied to Customer or User login details, but is not about an individual so is not considered Personal Information for the purposes of this Policy.

#### Security and Encryption of Information

The file containing your Personal Information is maintained on our servers or those of our service providers. Wisk uses industry-standard practices (physical, electronic and procedural) in keeping any data collected (including Personal Information) secure. Wisk uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Services, and these third parties have been selected for their high standards of security, both electronic and physical. Please note that these third parties may not be located in your home jurisdiction – see the “Transfer of Personal Information Outside Your Home Jurisdiction” section further in this Policy for more information. When you are subscribing to the Services, all transaction data, including credit card information, is transferred by encrypted Secure Sockets Layer (“SSL”), the standard for Internet transactions.

Please note that instant messenger, Facebook and Twitter are not secure means of communication as communications via these methods may be subject to interception, loss, or alteration. While we welcome your comments and suggestions, we encourage you to carefully examine what Personal Information you send to Wisk via these methods.

#### Disclosure of Personal Information to Third Parties

Your Personal Information is accessible to a limited number of personnel who need access to the information to perform their duties.

Personal Information may be transferred to or otherwise processed by service providers who perform certain functions on our behalf such as data hosting, processing and storage, payment processing. These service providers may not be located in your home

jurisdiction – see the “Transfer of Personal Information Outside Your Home Jurisdiction” section further in this Policy for more information.

We may share any information we have collected about you or that you have submitted: (1) in response to subpoenas, court orders, or legal process, or to establish, protect, or exercise our legal rights or defend against legal claims or demands; (2) if we believe it is necessary in order to investigate, prevent, or take action regarding illegal activities, fraud, or situations involving potential threats to the safety of any person, or any violation of the Agreement; (3) if we believe it is necessary to investigate, prevent, or take action regarding situations that involve abuse of the Services or the Internet in general (such as voluminous spamming, denial of service attacks, or attempts to compromise the security of the Services infrastructure or the Services generally); (4) to a parent company, subsidiaries, joint ventures, or other companies under common control with Wisk for the purposes of providing you the Services (in which case we will require such entities to honour this Policy); (5) if Wisk merges with another entity, is subject to a corporate reorganisation, or sells or transfers all or part of our business, assets, or shares (in which case we will require such entity to assume our obligations under this Policy, or inform you that you are covered by a new privacy policy).

### Secured Payments

Wisk uses the third party Stripe for processing of secured payments for purchases of subscriptions for use of the Services. Wisk does not store any Billing Information. Stripe has our permission to store, on behalf of Wisk, data pertaining to executed transactions by Customers (including all Billing Information) with the goal of ensuring a secure method of payment and proof of purchase archive, which facilitates protection of Customers, and allows for follow-up as needed. This data may be used for Customer validation and registration purposes and, if necessary, to trace any fraudulent activities. When you make a purchase using Stripe, you are subject to the Privacy Policy of Stripe, which we encourage you to read.

### Email Communications and Compliance with Anti-Spam Laws

Wisk uses your Personal Information to contact you via email during the registration process and as necessary to contact you in relation to your use of the Services, including to notify you of any significant changes to this Policy.

We may also use your Personal Information to send you information and offers that we believe you might be interested in. You can unsubscribe from these communications at any time by contacting us as described above, or by using the unsubscribe feature provided in the communication (if any).

### Access, Verification, Correction and Deletion of Personal Information

You have the right to: (i) request access to the Personal Information that Wisk holds about you; (ii) verify what Personal Information Wisk holds about you; (iii) ask for your

Personal Information to be corrected or updated; and (iv) withdraw your consent to the use by Wisk of your Personal Information and have it deleted from our records. To exercise any of these rights, please contact us using the contact information further up in this Policy. Please note that deletion of your Personal Information may make it impossible for you to use the Services, or certain portions thereof.

Unless otherwise required by law, we retain Personal Information collected from you for as long as your account is active or for the period of time necessary to fulfill the purposes for which we initially collected it. As a result, if you request deletion of your Personal Information, Wisk may retain some of your Personal Information for a reasonable time in order to satisfy our legal obligations, or where we reasonably believe that we have a legitimate reason to do so.

### Transfer of Personal Information Outside Your Home Jurisdiction

Customers and Users may access the Website from any country in the world. Wisk and its third-party vendors, including service providers and hosting partners, are located in the United States and Canada. You acknowledge that Wisk and our third-party vendors may be located in jurisdictions or countries where the privacy laws may not be as protective as those in your home country, state, province or other governmental jurisdiction, and consent to the transfer of your Personal Information to such countries. Without limiting the generality of the foregoing, Users in the European Union acknowledge and agree that their Personal Information may be transferred to the United States.

### Tracking Technology (“Cookies”) and Related Technologies

Wisk uses tracking technology (“cookies” and related technology such as tags, pixels and web beacons) on the Website and by using the Services, you agree to their use. Cookies are small text files placed on your hard drive when you visit a website, in order to track use of the site and to improve the user experience by storing certain data on your computer. The Services uses “session cookies,” which improve your user experience by storing certain information from your current visit on your computer while you are a User.

Specifically, we use cookies for the following functions:

- to facilitate your signing-in to the Services;
- to keep track of your preferences while using the Services;
- to provide general internal and user analytics;
- to conduct research to improve the content of the Services using analytics programs as described above in this Policy;

☐ to facilitate the payment processing of repeated payments for subscriptions to the Services;

☐ to assist in identifying possible fraudulent activities.

Your browser can be set to refuse cookies or delete them after they have been stored. Please refer to your browser's help section for instructions. Please note that deleting these cookies may reduce your user experience on the Website by requiring you to re-enter certain information, including information required to use the Services, such as account login information. Furthermore, deleting cookies may prevent certain functions from working at all. Wisk, our affiliates and each of our respective officers, directors, employees, affiliates, agents, partners, principals, licensors, representatives, successors and assigns (collectively "Representatives") shall not be held responsible for any function that may not operate after you delete cookies, or any losses or damages (pecuniary or otherwise) arising from those functions not operating, or having reduced functionality.

#### Risks Associated with the Internet

Unfortunately, despite Wisk's best efforts to ensure that third parties will not access or obtain your Personal Information through your use of the Services, complete confidentiality and security cannot currently be guaranteed on the Internet. Communication via the Internet is subject to interception, loss, or alteration. You acknowledge and agree that Wisk cannot be held responsible for damages resulting from the transmission of confidential information or Personal Information over the Internet and that such communications are at your own risk.

#### Limitation of Liability

Wisk, our affiliates, and each of our respective Representatives, will not be held liable for any losses or damages, direct or indirect, pecuniary or not pecuniary, resulting from the misuse of any information collected by any third party, or any misuse of any information collected through the Services.

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