

Privacy Statement, effective as of December 19, 2017

mindSCOPE Staffing Software (“mindSCOPE” or the “Company”) is committed to protecting the privacy of individuals who visit the Company’s Web sites (“Visitors”), and individuals who register to use the Services as defined below (“Customers”). This Privacy Statement describes mindSCOPE’s privacy practices in relation to the use of the Company’s Web sites and the related applications and services offered by mindSCOPE (the “Services”).

1. Web sites covered

This Privacy Statement covers the information practices of Web sites that link to this Privacy Statement, including: <http://www.mindSCOPE.com> and mindSCOPE maintained databases (collectively referred to as “mindSCOPE’s Web sites” or “the Company’s Web sites”).

mindSCOPE’s Web sites may contain links to other Web sites. The information practices or the content of such other Web sites is governed by the privacy statements of such other Web sites. The Company encourages you to review the privacy statements of other Web sites to understand their information practices.

2. Information collected

When expressing an interest in obtaining additional information about the Services or registering to use the Services, mindSCOPE requires you to provide the Company with personal contact information, such as name, company name, address, phone number, and email address (“Required Contact Information”). When purchasing the Services, mindSCOPE may require you to provide the Company with financial qualification and billing information, such as billing name and address, credit card number, and the number of employees within the organization that will be using the Services (“Billing Information”). mindSCOPE may also ask you to provide additional information, such as company annual revenues, number of employees, or industry (“Optional Information”). Required Contact Information, Billing Information, and Optional Information about Customers are referred to collectively as “Data About mindSCOPE Customers”.

As you navigate the Company's Web sites, mindSCOPE may also collect information through the use of commonly-used information-gathering tools, such as cookies ("Web Site Navigational Information"). Web Site Navigational Information includes standard information from your Web browser (such as browser type and browser language), your Internet Protocol ("IP") address, and the actions you take on the Company's Web sites (such as the Web pages viewed and the links clicked).

3. Use of information collected

The Company uses Data About mindSCOPE Customers to perform the services requested. For example, if you fill out a "Contact Us," "Request a Demo," or "Support," Web form, the Company will use the information provided to contact you about your interest in the Services or your request for technical support.

The Company may also use Data About mindSCOPE Customers and Data About mindSCOPE Attendees for marketing purposes. For example, the Company may use information you provide to contact you to further discuss your interest in the Services and to send you information regarding the Company, its affiliates, and its partners, such as information about promotions or events.

mindSCOPE uses credit card information solely to check the financial qualifications and collect payment from current and prospective Customers.

4. Web Site Navigational Information

Cookies and IP Addresses

MindSCOPE uses commonly-used information-gathering tools, such as cookies, to collect information as you navigate the Company's Web sites ("Web Site Navigational Information"). This section describes the types of Web Site Navigational Information used on the Company's Web sites and how this information may be used.

Cookies

mindSCOPE uses cookies to make interactions with the Company's Web sites easy and meaningful. When you visit one of the Company's Web sites, mindSCOPE's servers send a

cookie to your computer. Standing alone, cookies do not personally identify you; they merely recognize your Web browser. Unless you choose to identify yourself to mindSCOPE, either by responding to a promotional offer, opening an account, or filling out a Web form (such as a “Contact Us,” “Request a Demo,” or “Support,” Web form), you remain anonymous to the Company.

mindSCOPE uses cookies that are session-based and persistent-based. Session cookies exist only during one session. They disappear from your computer when you close your browser software or turn off your computer. Persistent cookies remain on your computer after you close your browser or turn off your computer. Please note that if you disable your Web browser’s ability to accept cookies, you will be able to navigate the Company’s Web sites, but you will not be able to successfully use the Services.

IP Addresses

When you visit mindSCOPE’s Web sites, the Company collects your Internet Protocol (“IP”) addresses to track and aggregate non-personal information. For example, mindSCOPE uses IP addresses to monitor the regions from which Customers and Visitors navigate the Company’s Web sites.

mindSCOPE also collects IP addresses from Customers when they log into the Services as part of the Company’s “Identity Confirmation” and “IP Range Restrictions” security features.

Social Media Features

The Company’s Web sites may use social media features, such as the Facebook ‘like’ button (“Social Media Features”). These features may collect your IP address and which page you are visiting on the Company’s Web site, and may set a cookie to enable the feature to function properly. You may be given the option by such Social Media Features to post information about your activities on the Company’s Web site to a profile page of yours that is provided by a third party Social Media network in order to share with others within your network. Social Media Features are either hosted by a third party or hosted directly on the Company’s Web site. Your interactions with these features are governed by the privacy policy of the company providing the relevant Social Media Features.

Email Sync and Integration Features

The Company's Web sites may perform, through the intermediary of applications (add-ons or plug-ins) email synchronization functions. These functions are made available by the company for use by the customer. Express consent for use and access must be granted by the customer to enable Email Sync and Integration Features. Express consent is granted by downloading and installing the applicable application and/or providing user credentials, consisting typically of a user name and password. By installing and providing credentials, the user consents to allowing The Company to read email and account data for the sole purpose of synchronizing a copy to their database. The Company does not perform any write functions to the user email or account provided. The email data will be stored in the CURA database uniquely for the end user and their employer as authorized by the end user. This data is not collected outside of the client database, nor is it shared with any other party, firm or service providers.

Do Not Track

Currently, various browsers – including Internet Explorer, Firefox, and Safari – offer a “do not track” or “DNT” option that relies on a technology known as a DNT header, which sends a signal to Web sites' visited by the user about the user's browser DNT preference setting. mindSCOPE does not currently commit to responding to browsers' DNT signals with respect to the Company's Web sites, in part, because no common industry standard for DNT has been adopted by industry groups, technology companies or regulators, including no consistent standard of interpreting user intent. mindSCOPE takes privacy and meaningful choice seriously and will make efforts to continue to monitor developments around DNT browser technology and the implementation of a standard.

5. Customer testimonials

mindSCOPE posts a list of Customers and testimonials on the Company's Web sites that contain information such as Customer names and titles. mindSCOPE obtains the consent of each Customer prior to posting any information on such a list or posting testimonials.

6. Sharing of information collected

Service Providers mindSCOPE may share Data About mindSCOPE Customers with the Company's contracted service providers so that these service providers can provide services on our behalf. Without limiting the foregoing, mindSCOPE may also share Data About mindSCOPE Customers with the Company's service providers to ensure the quality of information provided, and with third-party social networking and media Web sites, such as Facebook, for marketing and advertising on those Web sites. Unless described in this Privacy

Statement, mindSCOPE does not share, sell, rent, or trade any information with third parties for their promotional purposes.

Business Partners

From time to time, mindSCOPE may partner with other companies to jointly offer products or services. If you purchase or specifically express interest in a jointly-offered product or service from mindSCOPE, the Company may share Data About mindSCOPE Customers collected in connection with your purchase or expression of interest with our joint promotion partner(s). MindSCOPE does not control our business partners' use of the Data About mindSCOPE Customers we collect, and their use of the information will be in accordance with their own privacy policies. If you do not wish for your information to be shared in this manner, you may opt not to purchase or specifically express interest in a jointly offered product or service.

Third Parties

This Privacy Statement sets forth the information mindSCOPE collects on the Company's Web sites and the information we share with third parties. mindSCOPE does not authorize the collection of personal information by third parties through advertising technologies deployed on the Company's Web sites, nor do we share personal information with any third parties collected from the Company's Web sites, except as provided in this Privacy Statement. Section 4 of this Privacy Statement, Web Site Navigational Information, specifically addresses the information we collect through cookies, and how you can control cookies through your Web browsers.

Billing mindSCOPE uses a third-party service provider to manage credit card processing. This service provider is not permitted to store, retain, or use Billing

Information except for the sole purpose of credit card processing on the Company's behalf.

Compelled Disclosure mindSCOPE reserves the right to use or disclose information provided if required by law or if the Company reasonably believes that use or disclosure is necessary to protect the Company's rights and/or to comply with a judicial proceeding, court order, or legal process.

7. International transfer of information collected

The Company primarily stores Data About mindSCOPE Customers in the United States. To facilitate mindSCOPE's global operations, the Company may transfer and access such information from around the world. This Privacy Statement shall apply even if mindSCOPE transfers Data About mindSCOPE Customers to other countries.

8. Communications preferences

mindSCOPE offers Visitors and Customers who provide contact information a means to choose how the Company uses the information provided. You may manage your receipt of marketing and non-transactional communications by clicking on the "unsubscribe" link located on the bottom of the Company's marketing emails. Additionally, you may send a request to accounts@mindSCOPE.com.

9. Correcting and updating your information

Customers may update or change their registration information by editing their user or organization record. To update a user profile, please login to your organization's mindSCOPE database with your username and password and click "My Information." To update Billing Information or have your registration information deleted, please email accounts@mindSCOPE.com or call +1 (416) 780-9532. To discontinue your account and to have information you maintained in the Services returned to you, please email

accounts@mindSCOPE.com or call +1 (416) 780-9532. Requests to access, change, or delete your information will be handled within 30 days.

10. Customer Data

mindSCOPE Customers may electronically submit data or information to the Services for hosting and processing purposes (“Customer Data”). mindSCOPE will not review, share, distribute, or reference any such Customer Data except as provided in the mindSCOPE End User License Agreement, or as may be required by law. In accordance with the mindSCOPE End User License Agreement, mindSCOPE may access Customer Data only for the purpose of providing the Services or preventing or addressing service or technical problems or as may be required by law.

11. Security

mindSCOPE uses robust security measures to protect Data About mindSCOPE Customers. Because the Company uses the Services to maintain Data About mindSCOPE Customers, this information, which is stored in the Services, is secured in the same manner as described [here](#), on our server provider’s webpage.

12. Mobile applications

Without limiting the generality of this Privacy Statement, in addition to information gathered through its Web sites or submitted to its Services, mindSCOPE may obtain information through applications (“Mobile Applications”) that Customers or their authorized individuals (“Users”) download to, and run on, their mobile devices (“Devices”). Mobile Applications provided by mindSCOPE may obtain information from, or access data stored on, Users’ Devices to provide services related to the relevant Mobile Application. For example, a Mobile Application may: access the file system on a User’s Device to enable the User to upload documents and photographs to the Services; or access contact information on a User’s Device to enable the User to sync contact information between the information that is stored on the User’s Device and the information that is submitted to the Services.

Information obtained to provide Mobile Application services may include information obtained in preparation for anticipated updates to those services. Mobile Applications may transmit information to and from Devices to provide the Mobile Application services.

Mobile Applications may provide mindSCOPE with information related to Users' use of the Mobile Application services, information regarding Users' computer systems, and information regarding Users' interaction with Mobile Applications, which mindSCOPE may use to provide and improve the Mobile Application services. For example, all actions taken in a Mobile Application may be logged, along with associated information (such as the time of day when each action was taken). MindSCOPE may also share anonymous data about these actions with third party providers of analytics services.

Customers may configure mindSCOPE Mobile Application services, and the information accessed or obtained by the Mobile Application on a User's Device may be affected by the Customer's configuration.

Notices and contractual terms related to a particular Mobile Application may be found in the End User License Agreement or relevant terms of service for that application. The Company encourages you to review the End User License Agreement or relevant terms of service related to any Mobile Applications you download, install, use, or otherwise interact with to understand that Mobile Application's information practices. The Mobile Application's access to information through a User's Device does not cause that information to be "Customer Data" under mindSCOPE's End User License Agreement with the Customer or under this Privacy Statement, except as follows: To the extent that a User uses a Mobile Application to submit electronic data and information to a Customer account on our Services pursuant to the End User License Agreement with mindSCOPE (or a similar agreement that governs the Customer's subscription(s) to mindSCOPE's Services), that information constitutes "Customer Data" as defined in such agreement, and the provisions of that agreement with respect to privacy and security of such data will apply.

13. Changes to this Privacy Statement

mindSCOPE reserves the right to change this Privacy Statement. mindSCOPE will provide notification of the material changes to this Privacy Statement through the Company's Web sites at least thirty (30) business days prior to the change taking effect.

14. Contacting us

Questions regarding this Privacy Statement or the information practices of the Company's Web sites should be directed to mindSCOPE by mailing mindSCOPE Administration, 100 Wingold Avenue, Suite 1, Toronto, ON M6B4K7.