

## RESOUNDING SOFTWARE INC.

### PRIVACY POLICY

*This privacy policy is to be used for purposes of defining the rights, limits, obligations, and liabilities of Resounding Software Inc. ("Resounding") in the collection, use, review, and management of all private information received and maintained by Resounding throughout the duration of Resounding's contractual relationships with any clients, to be defined as parties who have agreed to contractually retain the services of Resounding. If you do not agree with any terms of this Policy, please do not submit any personal information to us.*

*We reserve the right to modify this Privacy Policy at any time. We will advise you of any such modifications to this Privacy Policy. We suggest that you periodically consult this Privacy Policy to determine our rights and obligations in the collection and use of your private information.*

#### **Definition of Private Information**

For the purposes of this policy, private information is defined as:

- a) All non-public information disclosed between the client and Resounding whether in writing, orally, or electronically, and whether furnished before or after the date the contract was entered into between the Parties, and which information was specifically designated as being private information, or which Resounding should reasonably have understood that such information would be treated to be private information.
- b) Private information shall include, but is not limited to: technical or non-technical data, know-how, design details and specifications, formulae, drawings, patterns, compilations, methods, techniques, processes, financial data or information, price lists and pricing and sales policies, custom lists, contact lists and customer information including prospective clients, investors, business and supplier relationships, business forecasts, sales, training and other manuals, business opportunities and the existence or status of negotiations in connection with the transaction and any other information in any form which is not public.
- c) Where the private information combines information within the public domain or information already in the possession of Resounding, but the combination is not in the public domain, Resounding shall constitute the combined data as private information.
- d) Private information shall not include information that:
  - i) Resounding can show at the time of disclosure is generally available to the public by means other than through a breach of this policy;
  - ii) was developed by Resounding exclusively and without the benefit or assistance of the disclosed private information;

- iii) was rightfully received by Resounding from a third party without obligation of privacy;
- iv) was approved to be released by the client; or
- v) is required to be disclosed by a subpoena or by an order of a court of competent jurisdiction.

### **Use or Disclosure of Private Information**

- a) Resounding shall only use the private information for purposes consistent with the purposes for which the contract between Resounding and the client is being entered into. The private information may be used for completing the terms of an agreement being entered into, however, once such an agreement is completed, Resounding shall be required to either return all private information or destroy the private information.
- b) Resounding shall not disclose the private information to any other Business, Corporation, or person, except to its own Directors, Officers, and employees who must access or use the private information for purposes related to fulfilling an agreement between the Parties. Any party to which Resounding discloses the private information to must be bound by similar non-disclosure obligations as structured herein.
- c) In the event that Resounding is required by law to disclose the private information by subpoena or by court order, it shall immediately provide written notice to the client and shall take all available measures to maintain the confidentiality of the private information, including by seeking a Protective Order. Furthermore, Resounding shall provide the client and its affiliates an opportunity to challenge or limit the disclosure of the private information.
- d) All private information shall be deemed to be the property of the client. Resounding agrees to return or destroy the private information upon written request from the client.
- e) Resounding will notify the client immediately upon determining that there has been any form of unlawful disclosure of the private information, and it shall be required immediately to take any such actions as is required to remediate the unlawful disclosure.

### **Return or Deletion of Private Information**

Upon the completion of any contract with its clients, Resounding shall take all reasonable steps to return all private information to the client, or to destroy them in the manner requested by the client. Upon the return or destruction of any private information, if Resounding discovers that not all private information of the client was returned or destroyed, it agrees to notify the client to advise them of their discovery of this private information and to seek instruction on either the returning or destruction of the private information.

## **Protection of Private Information**

During the term of any contract between Resounding and a client, Resounding shall take appropriate steps to maintain the protection and confidentiality of the private information, including, but not limited to:

- a) Limiting the disclosure of the private information to its employees and agents who require the use of the private information for the purposes of fulfilling the any contracts;
- b) Keeping the private information in a secured location when not in use, and if electronically held, secured by encryption, that only parties who need to access the private information have the ability to access; and
- c) Ensuring that the private information is not copied or reproduced and is retained in a format that is easily destroyed or returnable to our clients.

While Resounding shall always endeavour to secure and protect its client's private information, it is important to understand that no security measures are absolute. We cannot guarantee the safety of any information you provide to us. Furthermore, some or all the Personal Information we collect may be stored or processed in jurisdictions outside of Canada. As a result, this information may be subject to access requests from governments, courts, or law enforcement in those jurisdictions according to laws in those jurisdictions.

## **Accessing and Correcting Private Information**

Provided a client requires access to their private information, or desires to correct some of the private information in the possession of Resounding, they may request the return of this information or may advise Resounding of the changes that must be made to the private information, and Resounding may make such changes if within the scope of their contract. Resounding may require for a requesting party to verify their identity before allowing access to the private information that is entrusted to Resounding.

## **Consent Required for Receipt of Private Information**

Resounding shall rely upon a client's obligations under Provincial, Federal, and International privacy laws to ensure that they have the appropriate consents of their own clients to release their private information to Resounding. Resounding relies solely on their clients having obtained the requisite consents under statutory law.