



SHWDWN's Privacy Policy

1. Introduction

SHWDWN (hereafter "SHWDWN", "we", "us" or "our") is committed to safeguarding the privacy of our consumers (hereafter "consumer," "you," or "your,"). As such, this Privacy Policy ("**Privacy Policy**") covers SHWDWN's handling, use and disclosure of information collected from you through the tools, analytics, mobile application and website (the "Platform").

2. Acceptance

You should review this Privacy Policy carefully, and be sure you understand it, prior to using the Platform or otherwise providing any information to SHWDWN in connection with the use of information and services offered through the Platform. If you use the Platform, or otherwise provide information to us, it will be deemed to be acceptance by you of this Privacy Policy. If you do not agree to this Privacy Policy, you should not use or otherwise provide any information to SHWDWN and should immediately terminate your use of the Platform. For purposes of this Section, accessing the Platform only to review this Privacy Policy is not deemed to be use of the Platform.

3. Information

In this Privacy Policy, the following information is covered:

(a) "**Analytical Information**" means all Non-Personal Information obtained through the use of cookies, web beacons, Ad-IDs or other tracking technologies, local shared objects (used to store your preferences or display content) and server log files (used to track, among other things, (i) your search terms, (ii) your computer's access date and time, browser,

connection speed, Internet Service Provider, language, location, manufacturer, visit details, and operating system, and (iii) whether or not you opened e-mail messages and other electronic communications from SHWDWN, and if you did, the times they were opened);

(c) “**Collected Information**” means all (i) Personal Information and (ii) Non-Personal Information collected by SHWDWN;

(d) “**Non-Personal Information**” means all information collected by SHWDWN, whether electronically or manually, through (i) the Platform, and (ii) e-mail messages and other electronic communications that you may send to SHWDWN, that is not Personal Information (including, but not limited to, any Analytical Information);

(e) “**Personal Information**” means all information collected by SHWDWN, whether electronically or manually, through (i) the Platform, and (ii) e-mail messages and other electronic communications that you may send to SHWDWN, that relates to an individual and that identifies, or can be used in conjunction with other readily-accessible information to identify, such individual (including, but not limited to, name, e-mail address, physical address, phone number, device ID or other persistent identifiers tied to your computer or device).

4. Electronic Communications

Whether or not you have previously sent SHWDWN an e-mail message, you consent to SHWDWN sending you e-mail messages and other electronic communications in connection with your use of the Platform, or for any other legitimate business purpose (including, but not limited to, marketing that is legally permissible under applicable law). Since SHWDWN endeavors to send e-mail messages and other electronic communications only to individuals desiring to receive them, you can unsubscribe to such e-mail messages or other electronic communications at any time by contacting SHWDWN as set forth in the Our Contact Information Section at the end of this Privacy Policy.

5. Collection of Information

Except for any Collected Information obtained automatically through the Platform and addressed below, no Collected Information is obtained from you, unless it is voluntarily provided. For example, SHWDWN collects the full name, email address, postal address, phone number, and other identification and contact data from consumers of the Platform.

Regardless of the method used to obtain Collected Information, SHWDWN will only collect and retain Personal Information in a manner that is consistent with: (1) all applicable privacy and security laws, (2) the purposes for which the Personal Information is provided and (3) SHWDWN's other legitimate business purposes (including, but not limited to, marketing that is legally permissible under applicable law). You are responsible for obtaining any approvals, authorizations, consents, permissions and permits that are required in connection with your providing SHWDWN with any information (including, but not limited to, any information relating to a third party). You represent and warrant that all information was obtained by you in accordance with all applicable laws and that you have the right to provide SHWDWN with such information for the purpose of interacting with the Platform.

6. How We Use and Collect Analytical Information

Analytical Information will only be used by SHWDWN (a) to record your use of the Platform, (b) to diagnose problems with the Platform, (c) to improve the Platform and make it more useful to you and other users, (d) to monitor and analyze trends, usage, and activities in connection with the Platform; (e) for legally appropriate marketing and advertising; (f) administrative, analytical, research, optimization, and other purposes.; and (g) for other legitimate business purposes of SHWDWN.

A. Analytical Information Collected Through the Website

The website utilizes cookies to save your site preferences and for analytical purposes as described in the second paragraph of this Section. Your browser may provide you with the ability to block cookies as well as the ability to delete already existing essential and nonessential cookies. If you block or delete cookies, especially essential cookies, you may not be able to receive the benefits of certain features of the website.

Google Analytics is one of the providers we use to collect Analytical Information. Data analytics providers may combine and use data collected through your use of the website with data they collect over time and across different websites for their own purposes. You can learn about how Google collects and processes data at <https://policies.google.com/technologies/partner-sites>. You can learn about the controls Google offers to manage the collection and use of your information

at <https://policies.google.com/privacy>. We recommend that you review these notices at the links provided above.

B. Analytical Information Collected Through the App

SHWDWN may use tracking technologies on the App to provide advertisements on external-party online services. Certain external parties may participate in the Digital Advertising Alliance (“DAA”) AdChoices Program and may display an Advertising Option Icon for Interest-based Ads that links to an opt-out tool which allows you to exercise certain choices regarding targeting. You can learn more about the DAA AdChoices Program at <http://www.youradchoices.com/> and its opt-out program for mobile apps at <http://www.aboutads.info/appchoices>. In addition, certain advertising networks and exchanges may participate in the Network Advertising Initiative (“NAI”). NAI has developed a tool that allows consumers to opt out of certain interest-based ads delivered by NAI members’ ad networks. To learn more about opting out of such targeted advertising or to use the NAI tool, *see* <http://www.networkadvertising.org/choices/> and <https://www.networkadvertising.org/mobile-choice/> for its opt-out program for mobile apps. Please be aware that, even if you are able to opt out of certain kinds of interest-based ads, you will continue to receive non-targeted ads. We are not responsible for the effectiveness of, or compliance with, external-parties’ opt-out options or programs or the accuracy of their statements regarding their programs.

You can use mobile device settings to limit mobile tracking technologies and associated activities. For instance, you can adjust or reset the advertising identifiers on your mobile device in the device settings. iOS users can visit *Settings > Privacy > Advertising > Reset Advertising Identifier*. Android users can visit *Google Settings > Ads > Reset advertising ID*.

Depending on your device or App permission settings, the App may passively collect the following information from your device: (1) Camera (take pictures and videos); (2) Contacts (read your contacts); (3) Location (access precise and approximate location only in the foreground); (4) Microphone (record audio); (5) Storage (modify, delete, or read contents of shared storage); (5) Photos (may allow the App to access stored pictures); and (6) Other

information (for example, read locations from media collection, view Wi-Fi and network connections, receive data from internet, change audio settings).

7. How We Use Personal Information

All Personal Information may be used by SHWDWN for any legitimate business purpose. If SHWDWN expressly states in this Privacy Policy or in another writing that any Personal Information will only be used for a specific purpose, SHWDWN will only use such Personal Information for such purpose, unless you subsequently consent to its being used for another purpose. Specifically, we may use your Personal Information to: (a) provide the services offered by the Platform; (b) provide support and respond to questions from you; (c) administer account registration and identify you as a user, which may include verifying your location or account information details to deliver or restrict content accordingly and suggest appropriate content to you; (d) correlate information with other commercially available information to identify demographics and preferences to assist us in our marketing efforts; (e) address information security and/or privacy issues, network functioning, and troubleshooting; (f) investigate claims and/or legal actions, violations of our policies and procedures, and compliance with relevant applicable laws and legal process; or (g) fulfill, respond to, and document privacy rights requests.

We will store your Personal Information for no longer than is necessary to deliver the services offered on the Platform or to achieve the purposes for which the information was collected, or as may be required or permitted under applicable law. To determine the appropriate retention period, we will consider the amount, nature, and sensitivity of the data; the potential risk of harm from unauthorized use or disclosure of the data; the purposes for which we process the data and whether we can achieve those purposes through other means; and the applicable legal requirements.

8. Disclosing Collected Information

Any Collected Information obtained by SHWDWN, whether or not for a specific purpose, may be transferred to third parties designated by SHWDWN (including, but not limited to sub-contractors or vendors engaged by SHWDWN to perform administrative and technological functions) for any purposes for which SHWDWN could use such Collected Information. If

Collected Information is so transferred, SHWDWN will have no responsibility for any action of the third party to whom or which such Collected Information is transferred.

Specifically, disclosure of collected information may be made to the following persons or entities:

(a) ***Service Providers.*** We engage service providers to perform functions and provide services to us. We may share Collected Information, including Personal Information, with such service providers subject to contractual obligations consistent with this Privacy Policy and any other appropriate confidentiality and security measures. SHWDWN will limit disclosures to service providers to the minimum necessary to accomplish the intended purpose of such use disclosure or request.

(b) ***Authorized Personnel.*** SHWDWN employees may have access to Collected Information as necessary in the normal course of our business.

(c) ***Business Transfers.*** In the future, we may choose to buy or sell assets, or have engaged in discussions with a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of our assets, whether continuing operations or as part of bankruptcy, liquidation or similar proceeding. In these types of transactions, customer information is typically one of the business assets that is transferred.

(d) ***Government, Law Enforcement or Third Parties.*** SHWDWN may disclose any Collected Information, including, without limitation, Personal Information that we deem necessary, in our sole discretion and without your prior permission, to comply with any applicable law, regulation, legal process or governmental request. We also may exchange Collected Information, including, without limitation, Personal Information, with other companies and organizations to protect the rights, property, or safety of SHWDWN, its personnel and other Platform users.

9. Third-Party Sites

The Platform may contain links to, or be accessible from, websites provided by third parties (individually a “**Third-Party Site**”). Your use of a Third-Party Site will be subject to its terms of use and other provisions, and you are responsible for complying with such terms and other

provisions. This Privacy Policy does not cover the privacy policies or practices of any Third-Party Site, and SHWDWN is not responsible for any information you submit to, or is otherwise collected by, any Third-Party Site. SHWDWN is only responsible for Collected Information obtained by it (a) through your authorized use of the Platform, or (b) from other sources in the ordinary course of its business. You should consult each Third-Party Site for its privacy policy or practice before submitting any information to, or otherwise using, such Third-Party Site.

10. Children

The website is not intended for children under 13 years of age. However, if a parent or guardian of a child who is under 13 years of age discovers that Personal Information of such child has been submitted to SHWDWN through the Platform without the parent's or guardian's consent, SHWDWN will use commercially reasonable efforts to remove such information from the Platform at the parent's or guardian's request. To request the removal of such Personal Information, the parent or guardian must contact SHWDWN as set forth in the Our Contact Information Section at the end of this Privacy Policy, and provide all information requested by SHWDWN to assist it in identifying the Personal Information to be removed.

11. Security of Collected Information

SHWDWN will protect Collected Information from loss, misuse and unauthorized access, alteration, destruction and disclosure as required by all applicable laws, including privacy and security laws. SHWDWN will, at a minimum, use commercially reasonable efforts to protect Personal Information from loss, misuse and unauthorized access, alteration, destruction and disclosure. We implement reasonable administrative, technical, organizational and physical precautions to safeguard against the loss, misuse or alteration of your Collected Information, including Personal Information. If you use the Platform, or otherwise provide information to us, you acknowledge that since no transmission of information over the Internet or electronic storage of information is completely secure, it is possible that Collected Information could be lost, misused or accessed, altered, destroyed or disclosed without authorization, even if SHWDWN uses such reasonable efforts.

12. Users from Other Jurisdictions

The Platform and business operations are controlled and operated by SHWDWN from Canada. If you are not a resident of Canada or you are located outside of Canada, you should not use the Platform or transmit Personal Information unless you are in compliance with all applicable law. If you choose to use the Platform or provide information to us, please note that we may transfer Personal Information provided by you for processing in Canada. By providing Personal Information to us for the purpose of interacting with the Platform or otherwise providing information to SHWDWN, you consent to the transfer of Personal Information to Canada. The transfer of that Personal Information to Canada is necessary for SHWDWN to provide the services associated with the Platform.

We do not represent or warrant that the Platform is appropriate, lawful, or available for use in any particular jurisdiction. Those who choose to access the Platform do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations.

13. Applicable Law

This Privacy Policy, and any disputes arising out of or related hereto, shall be governed exclusively by the laws of the State of New York, without regard to its conflicts of laws rules. The state and federal courts located in the City of Buffalo and County of Erie, New York shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Privacy Policy. Each party hereby consents to the exclusive jurisdiction of such courts. If there is any conflict or inconsistency between any provision of this Privacy Policy and any provision of any applicable law, the latter shall control.

14. Arbitration

In the event of a dispute, either party may require the other party to submit any disputes arising out of or from, concerning, or relating to or by reason of a violation of the Agreement or the Privacy Policy, or the use of the Platform, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying New York law.

15. Severability

Whenever possible, each provision of this Privacy Policy shall be interpreted to be effective and valid under applicable law. If, however, any such provision shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law, or if for any reason it is not so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder of such provision, or any other provision of this Privacy Policy, being prohibited or invalid.

16. Changes to Our Privacy Policy

SHWDWN reserves the right to amend this Privacy Policy at our discretion and at any time. When we make changes to this Privacy Policy, we will make the updated notice available on the Platform, along with the updated effective date. Your continued use of the Platform following the posting of changes constitutes your acceptance of such changes.

17. Expenses

Except as provided in this Privacy Policy, or any applicable law, you are solely responsible for all fees and disbursements of any attorney or other advisor retained by you in connection with enforcing your rights under this Privacy Policy.

18. Our Contact Information

If you have any questions, feedback or if you wish to report a violation regarding the Privacy Policy, or the ways in which we collect and use your information described here, your choices and rights regarding such use, or wish to exercise your rights as described herein, please do not hesitate to contact us as follows:

Mail: 87 Scollard Street, Suite 100, Toronto, Ontario, M5R 1G4
Phone: (416) 764-0320
Email: info@shwdwn.io