

TERMS AND CONDITIONS (rev.8)

PRELIMINARY REMARK

EyeNation, through its **Robine** mobile application, is a company whose objective is to promote and seek social justice by making available to the public a set of services that allow live sharing of video recordings, and which guarantees the authentication of the recordings. Our solutions therefore promote the authenticity of the events captured by its author. **EyeNation** markets solutions with people who share its values.

Please use the Robine mobile app responsibly.

Always dial 9-1-1 for any crime in progress and when you need immediate action.

SYSTEM REQUIREMENTS:

A good connection to the cellular or Wi-Fi network is required. The use of live video data transmission may incur significant charges from Wi-Fi and cellular providers.



Operating system required:

- Android: Version 5.0 and plus
- IOS Apple: iPhone Version IOS 12.0 and more

Permissions required:

- Camera: Capture videos
- Location: Access your location only when the app is in use
- Microphone: Record audio files
- Phone: Directly call phone numbers
- Storage: Read, modify or delete the contents of your shared storage space

1. GENERAL CONDITIONS

1.1. NOTICE

This text accepted by you, the user, as well as the documents to which it refers, constitute a **contract** between the user and *EyeNation*. The person who does not consent to the terms and conditions listed does not become a **user** and is not authorized to use the services of *EyeNation* (the services).

By accessing the services, the user agrees to read and understand the terms and conditions, if necessary, with the help of legal counsel. If you have any questions regarding the interpretation of the Agreement, please contact Customer Service at info@eyenation.org before using the Services.

This Agreement may be amended at any time by *EyeNation*. Unless otherwise specified, changes are effective upon posting by *EyeNation*. *EyeNation* undertakes to take reasonable measures to inform users of such modifications.

1.2. FAILURE TO COMPLY WITH CONTRACT

Any **failure** by the user to comply with the stipulations of the contract may result in the suspension or deletion of his account, without notice, and, if necessary, lead to legal proceedings. A breach may be, for example, an omission, a fault, an intentional error, a use, or an attempt to use the services by diverting them from their purpose.

EyeNation encourages the resolution of a dispute with a user through mediation or arbitration.

1.3. ACCOUNT CREATION AND PERSONAL INFORMATION.

The questions asked when creating the account are necessary for proper use of the service. The user undertakes to answer honestly and exhaustively in such a way as to give *EyeNation* access to any data necessary or useful in the performance of the services offered, and he consents to the data being used by *EyeNation* for the proper performance of the contract.

EyeNation does not systematically verify the accuracy of the information provided by the user, but it may be subject to spot checks.

To find out how personal data is protected, please see the *Privacy Policy* section below.

1.4. AUTHORIZED USERS

The user agrees to be of the age of legal majority to contract in his province and state, or, where applicable, to hold the authorization of any person authorized by law to consent on his behalf.

If the user acts as an administrator or agent of another natural or legal person, in particular on behalf of his employer, these two parties must be authorized to contract with *EyeNation* in accordance with the law or *EyeNation's* internal regulations.

1.5. SPECIFIC COMMITMENTS OF USERS

The user is required to respect the right to privacy, the right to image and reputation, copyright and other intellectual property rights of others when using the services of *EyeNation*. Any use contrary to these rights will not be tolerated or encouraged.

EyeNation reserves the right to intervene in the event of violation of these rights, in particular by taking any useful measure to put an end to such violation.

1.6. USE OF TRADEMARKS

No unauthorized use of the *EyeNation* trademark or other *EyeNation* trademarks is permitted, including if such use would cause a reasonable person to mistakenly infer that such use is authorized by *EyeNation*.

1.6.1. EYENATION CERTIFICATION

Any video recorded by the application may receive *EyeNation* certification. This certification certifies that the video was recorded live. *EyeNation* reserves the right not to certify a video for any reasonable cause.

When the certification is affixed to the video by *EyeNation*, no one can remove it or make it less visible, except with the written permission of *EyeNation*.

1.7. MONITORING AND MODERATION

The user must use the services for the purpose of promoting social justice in compliance with this contract.

EyeNation does not control the content of videos, calls and user accounts, but reserves the right to limit or prohibit access to them following a serious and reasoned request from a third party or if there is a breach of public order. In addition, to better protect users of the Robine application by public relief, the last 20 geographical positions are kept by the application.

1.8. CONFIDENTIAL COMMUNICATION

Any communication from *EyeNation* is presumed to be made under the condition of confidentiality and may not be disclosed, unless expressly authorized in writing by *EyeNation* or by order of a court.

1.9. SECURITY AND STABILITY

The user undertakes to maintain a reasonable level of security for all data. In particular, he undertakes to use a confidential and secure password, in accordance with the practices and legislation in force, as well as to be careful **in the way he uses the services**.

EyeNation cannot be held responsible for any unauthorized intrusion into the network, or any consequences arising from the unauthorized use of its services. *EyeNation* undertakes to maintain a level of network security in accordance with the practices and legislation in force in Quebec in this area.

EyeNation is not liable for any damage or inconvenience caused by any service interruption or slowdown, regardless of duration or cause. For example, to maintain a reasonable quality of service, *EyeNation* may need to discontinue service temporarily. A notice concerning these interruptions will be published within a reasonable time unless an intervention is deemed urgent or necessary for the proper use of the services.

1.10. RESPONSIBILITY

The user is responsible for the management and availability of the technology necessary for the proper functioning of the mobile application, regardless of where he is. The simultaneous

use of technology to perform live transmissions of images, sounds and locations **requires an adequate cellular or Wi-Fi network.**

1.11. CONSULTATION BY THE SUPERVISION CENTER

The monitoring center offers 24/7 supervision of risky events that are not a threat to your health, safety or property.

If the event captured on video were to present such a threat, the plant supervisor undertakes to dial 9-1-1 and make this video accessible to public emergency services.

If there is a threat to health, safety or property, the user agrees not to contact the central but rather to dial 9-1-1.

The user understands and accepts that a video call to the supervision center through the *supervisor call* functionality (button with the supervisor icon) triggers not only an alarm, but also an intervention by the supervisor who will consult the live video.

The supervisor agrees to consult the videos in order to improve the method and the response time to an emergency call and not for investigation purposes.

EyeNation* mandated the **Centrale d'Alarme de Bromont founded in 1986 to carry out the supervision of risk events. The latter has been a member of the *Canadian Security Association* since 1992 (CANASA #member 3122), registered with the *Bureau of Private Security* (BSP #SE20055160), official supplier of the *Standards, Equity, Health Commission and Occupational Safety* (CNESSST #74842294) and has ULC certification for *Certified Alarm System compliance from Underwriters Laboratories Canada* (ULC # #100563-651).

PRIVACY POLICY

Regardless of a person's reason for collaborating with *EyeNation* or using its services, *EyeNation* collects certain information about each such person. This information is treated with the greatest concern for respecting its confidentiality and privacy.

This policy is intended to be as clear, up-to-date, and exhaustive as possible and must be interpreted in accordance with the laws and applicable in Quebec, in particular the *Act respecting the protection of personal information in the private sector*, CQLR, c. P-39.1, the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 and the “*Anti-Spam Law*”, S.C. 2010, c. 23. The user can contact info@eyenation.org for any questions regarding the Privacy Policy or the processing of his personal information.

1. INFORMATION COLLECTED AND PURPOSE OF COLLECTION

1.1. Personal information

Personal information is information that identifies a person. The more sensitive they are, the more carefully they must be treated by the person who collects them, their employees or the third parties to whom they communicate them.

EyeNation collects the user's name, nickname, password, postal address, email address (email) and telephone number when creating the user account with the consent of the person who provides

them. When recording a video, the geolocation as well as the details of this video and the device used for recording are also recorded to be processed in connection with the user account and the video. This information is necessary to guarantee the authenticity and integrity of the live recordings, throughout its use.

Credit card numbers and billing addresses are collected upon purchase of the app and are required to complete the transaction. *EyeNation* also requires, for some of its employees, proof of bank pre-approval, to ensure the security of transactions.

Certain users and their employees, if applicable, to benefit from all the advantages offered by *EyeNation's* services, may have to provide their banking information, their social insurance number, and a copy of a photo of their identify. This information is collected with the aim of making payments directly into the bank account of the employees for whom they are intended, under the best possible security conditions.

This is sensitive information, the distribution of which is limited to the people for whom it is intended. Any person may refuse to disclose some of the requested information. However, since *EyeNation* collects only the information necessary for the services offered, the advantages related to the application and the services of *EyeNation* may be blocked or greatly limited or affected. *EyeNation* would like to inform its users that it is implementing a system of foresight, vigilance, and security, with the aim of offering protection of personal information in accordance with current practices and the degree of sensitivity of the information disclosed to it.

EyeNation may use personal information, including email address, to communicate with users, whether in response to a request made by the user or to inform them of updates or new services offered. The user may, at any time, withdraw from the promotional communication list.

The user who connects from an account created in another application agrees that the information thus disclosed to *EyeNation* will be treated in the same way as if he had provided only the requested information. *EyeNation* reserves the right to refuse such a connection for security reasons, for example if the password does not meet the high security standards in place.

1.2. Non-personal information

As opposed to personal information, so-called non-personal information does not identify a specific person. Many companies collect them for different reasons, since, combined with other information, they can notably provide information on the consumption habits and the place of work of the person who uses the services.

In addition to the capture device and video information, *EyeNation* may collect other device information used to log into the user account, including brand, model and IP address, geolocation, and type of browser, with the aim of improving the experience and performance of the services offered by *EyeNation*.

When the data collected is associated with personal information, all this information is treated with the same precautions as personal information.

1.1. Place of storage of information.

Personal information is compiled, processed, encrypted, and stored on secure Canadian servers.

2. ACCESS TO INFORMATION

2.1. CONCERNED PERSON

Users can easily access information that concerns them in order to update it or simply consult it.

It is possible that the use of some of our services leads to a request for automatic updating of personal information. The user can then confirm the validity of the information or make the necessary corrections.

The request for access or rectification of personal information is free of charge. A fee may be charged if the person wishes to receive a reproduction, transfer, or transcription of this information. These fees represent the actual cost of the services incurred by *EyeNation* and are intended to be as reasonable as possible.

EyeNation reserves the right to refuse a request for the communication of personal information or a video, concerning the person who made the request, if this person has an interest in a litigation, without being a party, or if it would risk interfere with an investigation by public authorities.

2.2. EMPLOYEES

Certain *EyeNation* employees who hold an Electronic Security System agent license issued by the [Bureau de la Sécurité Privée \(BSP\)](#) and are subject to the **Regulation respecting the standards of conduct for agent license holders who carry out an activity of private security** (RLRQ, c. S-3.5, r.3) are designated to collect, access or process information. This may be a customer service agent, the information and privacy policy officer or any other person designated by *EyeNation*.

Employees must follow guidelines regarding the security of personal information.

In addition, the communication of personal information to *EyeNation* employees is done in accordance with their function and the degree of sensitivity of the information involved. Thus, an employee will not necessarily have access to all the information held about a user if his duties do not require it. Employees may also be required to systematically identify themselves before having access to certain information.

2.3. SUBSIDIARIES AND TRADEMARKS

EyeNation, its subsidiaries and its trademarks communicate personal information held about users to each other for the sole purpose of ensuring the security of the services and improving their quality and performance.

2.4. THIRD PARTY

EyeNation does not communicate personal information to third parties, unless it is legally required to do so, has obtained the express consent of the user concerned, or is a trusted person

who can process personal information with the same level of security that *EyeNation* requires. Only the relevant and necessary information is then communicated.

EyeNation reserves the right to refuse a request for the communication of personal information or a video concerning a third party, if the communication is likely to cause serious harm to this third party, unless this person is the subject of a legal investigation.

3. EMPLOYEE CRIMINAL RECORD CHECK POLICY

To ensure safety, integrity, and compliance within the company, the criminal background checks of all employees are conducted based on the nature, severity, and relevance to the position before hiring, as well as periodically every year for critical positions and every 2 to 5 years for less risky positions.

3.1 Scope: This policy applies to all employees, including job candidates, current employees, contractors, volunteers, and interns, as well as during position changes: A new check may be required during promotions or role changes.

3.2 High-Risk Positions: For high-risk positions, such as those involving access to sensitive or personal information, an annual check may be justified.

3.2 Low-Risk Positions: For less critical positions such as accounting and secretarial roles, a check every two or three years may be appropriate.

3.3 Decision Criteria: "A criminal record may result in the loss of a critical position or even the loss of employment. The verification results will be evaluated by the human resources department in collaboration with the hiring manager.

4. PERSONAL INFORMATION PROTECTION MEASURES

4.1. Measures in place

In addition to limiting access to personal information among its employees, *EyeNation* may encrypt the data it holds.

EyeNation performs internal security checks, including the implementation of physical security measures, in addition to imposing a secure password on employees and users.

Measures are implemented to protect the information held from any unauthorized modification, communication, or deletion.

4.2. Information deleted or modified.

When updating your personal information, deleting, suspending, or canceling a user account, *EyeNation* may retain the data collected for a certain period to ensure the security of the service offered and improve its quality and performance. It also protects users and *EyeNation* against intentional deletion or deletion of information. The information may be associated with other information already collected or with a new user account if it is likely to be the same person.

5. MANAGEMENT OF PERSONAL INFORMATION

5.1. TRANSPARENCY

It is in the interests of transparency that this privacy policy is written.

Although important security measures are in place, *EyeNation* undertakes to inform the users concerned in the event of a malicious and definitive intrusion, modification or deletion of the data or information held about them, which would be considerably harmful, in a reasonable delay.

5.2. COMPLIANCE WITH THE LAW 25. LEGISLATIVE PROVISION ON THE PROTECTION OF PERSONAL INFORMATION

The person responsible for the protection of personal information at *EyeNation* is Gino Desautels, co-founder, holder of a license as an electronic security systems agent from the Bureau de la Sécurité Privée (BSP# SE11678010) and responsible for the protection of personal information. The latter can be reached at the following email address: info@eyenation.org

In the event of a confidentiality incident involving personal information, *EyeNation* will take reasonable measures to reduce the risk of harm being caused to the persons concerned and to prevent new incidents of the same nature from occurring. *EyeNation* keeps a register of incidents and can notify the *Commission d'accès à l'information* and the person concerned if the incident presents a risk of serious harm.

EyeNation respects the new framework for the communication of personal information without the consent of the person concerned for the purposes of study, research, or the production of statistics and in the context of a commercial transaction.

EyeNation will carry out a privacy impact assessment (ÉFVP) before disclosing personal information without the consent of the persons concerned for the purposes of study, research or the production of statistics.

EyeNation will disclose to the Commission beforehand the verification or confirmation of identity made by means of biometric characteristics or measurements.

5.3. REQUEST FOR ACCESS AND COMPLAINTS

All requests for access to information, when it is not available from the user account, as well as complaints concerning the collection of information, can be sent to the attention of the person in charge of the protection of personal information, information handling and privacy policy, by any of the following methods:

- Email Address:
info@eyenation.org

- Address
EyeNation en direct inc.

175 Péladeau, Magog, Québec, J1X 5G9

EyeNation reserves the right not to respond to requests that are, in the eyes of a reasonable person, repetitive, abusive, unreasonable, in particular those which would entail disproportionate costs.