

## VIDIGAMI INC PRIVACY POLICY

This version in effect since May 25, 2018.

Protecting your privacy is important to Vidigami Inc. (“Vidigami”). This Policy explains how Vidigami collects, uses and discloses the personal and non-personal information you may provide to Vidigami while using Vidigami’s websites at [www.vidigami.com](http://www.vidigami.com) and [www.picabooyearbooks.com](http://www.picabooyearbooks.com) and the services provided through those Websites (collectively, the “Services”).

### 1. YOUR CONSENT

By registering with or otherwise using the Services, you signify your consent to the collection, use, and disclosure of your personal information in accordance with this Policy and any applicable agreement you have with Vidigami, including the End User Agreement (the “End User Agreement”). If you do not consent to the collection, use, and disclosure of your personal information in accordance with this Policy and the End User Agreement, you may not use the Services. If you are the parent or guardian of a user who is under the legal age of majority in your jurisdiction, then you consent on behalf of that person to the collection, use, and disclosure of their personal information in accordance with this Policy and the End User Agreement.

### 2. INFORMATION AUTOMATICALLY COLLECTED

**Non-Personal Information:** Vidigami automatically collects certain non-personal information regarding Website users, such as the date and time they access the Services, the Internet Protocol address and a general geographic location of the computer they use to access the Services and the Website pages accessed. This non-personal information is used for system administration purposes and to improve the Services. Non-personal information may be disclosed to other persons and permanently retained for future use. If the non-personal information is combined with personal information, then the non-personal information will be treated as personal information. Vidigami allows you to “opt-out” from providing certain non-personal information at your discretion, outlined in the Vidigami Data Policy document.

**Cookies:** Vidigami uses “cookies”, a technology that installs a small amount of information on a website user’s computer to permit the website to recognize future visits using that computer. Cookies enhance the convenience and use of the Services. You may choose to decline cookies if your browser permits, but doing so may affect your

ability to access or use certain features of the Services. No personally identifiable information is ever stored in cookies via the Vidigami service.

### **3. PERSONAL INFORMATION YOU SPECIFICALLY PROVIDE**

**Your Personal Information:** Vidigami may collect certain nonpublic personal information about you (such as your name, email, school or organization name, student identification number, postal address, age, grade, and images of you and others) to enable Vidigami to provide the Services to you. If you choose not to provide certain requested personal information, you will not be able to access or use the Services. Some of this personal information, including images of you, may be submitted to the services by other registered users.

**Use of Your Personal Information:** Vidigami uses your personal information for the following purposes and as otherwise permitted by applicable law: (a) to set up a unique username and password for your account; (b) to contact and correspond with you; (c) to invoice, charge and collect payment from you in connection with certain aspects of the Services; (d) to perform security and related investigations; (e) facilitate some or all of the features provided to you; and (f) to otherwise facilitate the provision of the Services. Vidigami may also develop a confidential profile for you, which will be used to provide the Services to you and facilitate your use of the Services, and may keep a record of all communications with you.

**Emails and Newsletters from Vidigami:** You may be asked to elect to receive email or other communications containing information about Vidigami and other matters Vidigami believes will interest you. At any time after electing to receive such emails or other communications, you may ask Vidigami to stop sending them to you by sending your request to Vidigami's Support Services at [support@vidigami.com](mailto:support@vidigami.com). Should this request not be fulfilled within 15 business days, you may contact the Vidigami's Privacy Officer at one of the addresses noted below. Also, each email Vidigami sends to you will tell you how to decline further unsolicited communications. From time to time, Vidigami may also send to you email containing important information regarding the Services, which you may not opt out of receiving.

**Disclosure of Your Personal Information:** Vidigami may disclose your personal information in the following circumstances and as otherwise permitted by applicable law:

(a) Disclosure to Affiliates, Agents, Suppliers and Services Providers – Vidigami may provide your personal information to its affiliates, agents, suppliers and service

providers. Vidigami requires its affiliates, agents, suppliers and service providers to agree to use your personal information only for the purposes for which it is provided to them, and to protect the privacy of your personal information in a manner consistent with applicable law. If at any time you do not wish your personal information to be disclosed to certain or any of these persons, please send your request to Vidigami's Support Services at [support@vidigami.com](mailto:support@vidigami.com). Should this request not be fulfilled within 15 business days, you may contact the Vidigami's Privacy Officer at one of the addresses noted below; however, this may affect your ability to use the Services.

(b) Disclosure in Business Transfers – Vidigami may be involved in the sale or transfer of some or all of its businesses. As part of that sale or transfer, Vidigami may disclose your personal information to the acquiring organization, but will require the acquiring organization to agree to protect the privacy of your personal information in a manner that is consistent with this Policy and applicable law.

(c) Law Enforcement and Legal Disclosure – Vidigami may disclose your personal information to a government institution or agency that has asserted its lawful authority to obtain the information or where Vidigami has reasonable grounds to believe the information could be useful in the investigation of unlawful activity, or to comply with a subpoena or warrant or an order made by a court, person or body with jurisdiction to compel the production of information, or to comply with court rules regarding the production of records and information, or to its legal counsel. Vidigami has no control over, or liability for, those persons' use and disclosure of your personal information, and that use and disclosure is not subject to this Policy.

**Accessing of Your Information by Other Users of the Services:** To the extent you use Vidigami's Services to make certain content (such as photos and videos containing your image) available to other registered users of the Services, the subsequent use of that information by those other users cannot be controlled by Vidigami, and is not subject to this Policy. Vidigami employs, in connection with the provision of the Services, facial recognition and tagging technology which may allow other users to access and use your personal information.

**Depersonalized Information:** From time to time, Vidigami may calculate or track user actions or activity within the provided services in compliance with the terms of this agreement and the following conditions: (i) the information may only be used to enhance or better the Vidigami service; (ii) only the raw depersonalized information may be used in tracking and calculations (i.e. no personally identifiable information may be used); and, (iii) derived information will be kept confidential and not disclosed to any

third party which fails to adhere to the following stipulations. Vidigami may disclose depersonalized information regarding a User to designated third parties when: (a) User-specified third party processing agents (and other contractors) of the User who have executed an agreement that limits the use of this data by the third party to only the use permitted by the Vidigami Service, which contain the prohibitions set forth herein regarding privacy, security and confidentiality; (b) to governmental regulatory agencies; and/or, (c) as required by law.

Vidigami will never sell any personal or anonymized data.

**Contact Information:** To the extent permitted by law, the provisions of this Policy concerning “personal information” do not apply to information (such as your personal name, position or title, business address, business telephone number, business fax number and business email address) that enables you to be contacted at a place of business.

**Location of Information:** Vidigami will store and process your personal information in the United States of America or Canada, as required by law. The disclosure of your information in accordance with this Policy and applicable law, and in connection with the Services, may result in your personal information being transferred outside of your jurisdiction. The laws of other countries regarding the collection, use, and disclosure of personal information may be different from the laws of your jurisdiction.

**Securing Your Information:** Vidigami employs reasonable security safeguards appropriate to the sensitivity of the personal information in its possession or under its control in order to protect that information from unauthorized access, collection, use, disclosure, modification or similar risks. Nevertheless, security risks cannot be eliminated and Vidigami cannot guarantee that your personal information will not be used or disclosed in ways not otherwise described in this Policy.

**Accessing Your Personal Information:** You may request access to your personal information and information about Vidigami’s collection, use and disclosure of that information by sending your request to Vidigami’s Privacy Officer at one of the addresses noted below. Subject to certain exceptions and limitations prescribed by applicable law, you will be given reasonable access to your personal information, and will be entitled to challenge the accuracy and completeness of the information and to have it amended as appropriate. You can help Vidigami maintain the accuracy of your

information by notifying Vidigami of any changes to your personal information or using the provided services within the System.

#### **4. OTHER MATTERS**

**Other Websites:** The Services may contain links to other websites or Internet resources. When you click on one of those links you are contacting another website. Vidigami has no responsibility or liability for or control over those other websites or their collection, use and disclosure of your personal information.

**Policy Changes:** To accommodate changes in the Services, changing technology, and legal developments, this Policy may be changed from time to time in Vidigami's discretion and without any prior notice or liability to you or any other person. Vidigami's collection, use, and disclosure of your personal information will be governed by the version of this Policy in effect at that time. New versions of the Policy will be posted on the Vidigami's website and are available upon request from Vidigami. Your continued dealings with Vidigami or your use of the Services subsequent to any changes to this Policy will signify your consent to the collection, use, and disclosure of your personal information in accordance with the changed Policy. Accordingly, when you use the Services you should check the date of this Policy and review any changes since the last version. You should also bookmark this page and periodically review this Policy to ensure that you are familiar with the most current version.

**Former Users:** If you stop using the Services or your permission to use the Services is terminated, Vidigami may continue to use and disclose your personal information in accordance with this Policy as amended from time to time.

**End User Agreement:** The End User Agreement contains important provisions, including provisions disclaiming, limiting, or excluding the liability of Vidigami for your use of the Services and provisions determining the applicable law and exclusive jurisdiction for the resolution of any disputes regarding your use of the Services. Each of those provisions applies to any disputes that may arise in relation to this Policy, including any collection, use or disclosure of your personal information and are of the same force and effect as if they had been reproduced directly in this Policy.

**Contacting Vidigami's Data Protection Officer:** Vidigami's Data Protection Officer (DPO) may be contacted by the following methods: (a) by telephone – (604) 559-9755;

(b) by email – [privacy@vidigami.com](mailto:privacy@vidigami.com); or (c) by postal mail to “Data Protection Officer”, #280 - 1770 Burrard Street, Vancouver, BC, Canada V6J 3G7.

**English Language:** The parties have expressly requested and required that this Policy and all other related documents be drawn up in the English language. Les parties conviennent et exigent expressement que ce Politique et tous les documents qui s’y rapportent soient rédigés en anglais.