

PRIVACY POLICY

1. Introduction

The Privacy Policy aims to define and regulate the collection, storage and disclosure of personal data obtained by GoParity Canada Inc., and its related entities, including GoParity Canada Securities Inc. (“GoParity Securities”) and GoParity Canada Funding Inc. (collectively “GoParity”) through its electronic platform (the “Platform”) in order to provide its Services (the “Services”).

In the Privacy Policy you will find information on how GoParity uses your personal data as well as your rights as a User. We suggest a careful reading of this Privacy Policy. By visiting or by registering on GoParity, **you are accepting this Privacy Policy and the Terms of Use**. If you do not agree with this Privacy Policy or the Terms of Use, you should not use or visit the Platform.

By using the Platform, you are confirming that you have read, understood, and explicitly agreed with the Terms of Use and with the Privacy Policy. If you have not read, understood or accepted the Terms of Use or the Privacy Policy of the Platform, you must stop using immediately the Platform. If you are representing a legal person, by using the Platform, you are declaring that such legal person has read, understood, and agreed with the Terms of Use and Privacy Policy. Otherwise, you must stop using immediately the Platform.

The privacy Policy has been developed in reference to the Personal Information and Electronic Documents Act (“PIPEDA”) and guidance from the General Data Protection Regulation (“GDPR”).

2. Collection of information

User-Provided Data: You provide us with personally identifiable or non-personally identifiable information, as the case may be, about yourself, such as your name and e-mail address, when you sign-up as a user of the Service. If you correspond with us by email, we may retain the content of your email messages, your email address and our responses.

GoParity acts on behalf of its users and other clients in the capacity of a data controller.

GoParity processes your personal data as needed for the following purposes:

- (i) Provision of services – this includes the creation and management of your user account or delivery of digital content (legal basis: processing necessary for contractual performance or for the implementation of measures taken before a contract is concluded);
- (ii) Processing payments – this includes the maintenance of payments, together with payment processors (legal basis: processing necessary for contractual performance);
- (iii) Marketing activities – this includes the delivery of personalized content, targeting of advertising or the sending of newsletters (legal basis: legitimate interest)
- (iv) Determination and enforcement of GoParity’s legal claims (legal basis: legitimate interest); and
- (v) Compliance with legislation.

If necessary, GoParity will ask you for permission to process your personal data. Using the Services provided by GoParity may require, but is not exclusive to, the collection of the following data:

- (i) Name, surname, and date of birth;
- (ii) Username and password;
- (iii) Address, telephone number, and email;
- (iv) Payment details (payment card information);

- (v) Social Insurance Number;
- (vi) Your preferences and opinions on products and services; and
- (vii) Your browsing activity on our website.

Further, if you register with the Service as an investor, we will also ask you to provide us with additional information about yourself, such as your finances and employment record. We are obligated by securities legislation to make a determination whether or not a proposed investment is suitable for you. To assess the suitability of proposed investments, GoParity Securities may ask you for additional information related specifically to, but not exclusive of, your investment objectives, risk tolerance and investment knowledge and such other information which GoParity Securities deems necessary to provide its Services.

If you register with the Service as a borrower, we will ask you to provide us with information about your company, such as its officers and directors, owners and shareholders, jurisdiction of incorporation and financial information. Canada's National Instrument 31-103, Registration Requirements, Exemptions and Ongoing Registrant Obligations, requires that we collect such information from you in order to comply with our own "know your product" responsibilities to you and our "know your client" obligations under applicable laws and securities regulations. GoParity will also ask you to provide information on the use of request funds including, but not limited to, business plan information and impact summary.

Your knowledge and consent are required before we collect personally identifiable information about you. Your consent is deemed to have been provided or revoked when you opt-in or opt-out within an appropriate box, click on a tab, link, enter personally identifiable information in an Investor Information Form or such other form as we may ask you to complete. The electronic record thereof will be considered conclusive evidence of you having accepted, declined, or otherwise acknowledged such matter, absent manifest error by the Service. In line with the guidelines provided by CASL (Canadian Anti-Spam Legislation), your consent is implicitly provided for receiving communications from the firm and you may only opt-out from receiving certain communications, in accord with applicable Canadian securities laws.

3. Usage

We collect and use the information you submit to operate, maintain and provide to you the features and functionality of the Site or as otherwise permitted or required by PIPEDA or other applicable laws.

Certain pages of the Site are available only to investors who have been authorized to access those web pages on the Site. Such authorization requires the creation of a user account including satisfactory background information screening and/or identification verification. Only authorized users of the Service may access such web pages.

By providing GoParity with your email address you consent to our using the email address to send you service-related notices, including any notices required by law, in lieu of communication by postal mail. You may not opt out of some service-related communications. We may also use your email address to send you other messages, including changes to features of the Site and special offers. If you do not want to receive such email messages, you may opt out at any time by clicking "Unsubscribe" in any e-mail we send you. If you e-mail us directly, we may e-mail you back and keep records of all of our correspondence. Opting out may prevent you from receiving email messages regarding updates, improvements or offers.

GoParity may use certain personally identifiable information about you and/or your user content. We do this for such purposes as analyzing how the Service is used, diagnosing service or technical problems, maintaining security, and personalizing advertisements and promotions. In order to provide you with the services you request, your personal data may be provided to:

- (i) Selected employees of GoParity;
- (ii) Service providers—those ensuring provision of the services provided by GoParity, in particular software services providers, 3rd party identification service providers, background search providers, marketing providers, customer service providers, and distributors of marketing and other materials such as newsletters, including employees of such entities;
- (iii) Tax advisors, professional advisers (e.g. auditors, lawyers), including employees of such entities;
- (iv) Entities providing payment services; and
- (v) Social media providers—using the services of GoParity together with a social network may require GoParity to share your personal data with social media providers.

As we develop our business, we may buy or sell assets or business offerings. Customer, email, and visitor information are generally one of the transferred business assets in these types of transactions. We may also transfer such information in the course of corporate divestitures, mergers, or dissolution.

We may share your personally identifiable information with business partners who assist us by performing services such as ID verification or data storage as well as security related to our operation of the Site. Those business partners have all agreed to uphold the same standards of security and confidentiality that we've promised to you in this Privacy Policy; they will only use your personally identifiable information to carry out their specific business obligations to us.

GoParity may be required to disclose personally identifiable information by law or subpoena or if we believe that such action is necessary to (a) conform to the law, comply with legal process served on us or our affiliates, or investigate, prevent, or take action regarding suspected or actual illegal activities; (b) to enforce our Terms of Use, take precautions against liability, to investigate and defend ourselves against any third-party claims or allegations, to assist government enforcement agencies, or to protect the security or integrity of our site; and (c) to exercise or protect the rights, property, or personal safety of GoParity, our users or others.

We may share non-personally identifiable information (such as anonymous usage data, referring/exit pages and URLs, platform types, number of clicks, etc.) with interested third parties to help them understand the usage patterns for certain GoParity's services.

Non-personally identifiable information may be collected about your usage of the Site and aggregated with data from other users ("Aggregate Data"). This Aggregate Data is anonymous. Aggregate Data is collected to build higher quality, more useful services by performing statistical analyses of the collective characteristics and behaviour of our users. We may provide statistical information based on this data to advertisers and other current and potential business partners.

4. Security

The security of our Clients/Users is one of the main concerns of GoParity in terms of the development and operation of the Platform. The Platform has been built in order to provide adequate protection to all its Clients/Users. Periodic audits are also carried out to guarantee the total safety of Users. In the event of a breach of personal data, GoParity will notify the competent

control authority within the mandatory legal period, after becoming aware of it, and shall register the facts relating to the breach, its effects and the corrective measures taken.

5. Cookies Policy

GoParity uses cookies to collect information about its Users in order to monitor the activity of the websites/platforms and to improve its operation. Cookies are small text files with relevant information that the access device (computer, mobile phone/smartphone or tablet) loads, through their browser, whenever the websites/platforms are accessed. The placement of cookies will not only help the websites/platforms recognize the user's device the next time you visit, providing a better and faster browsing experience, but also often will be essential for its operation. Cookies on the GoParity website may be used for a number of purposes, including:

- (i) Authentication: saving a unique identifier that allows the recognition of an individual session;
- (ii) Preferences: saving preferences to improve the experience on future visits;
- (iii) Usage statistics: allowing the collection of anonymous statistic data regarding the use of the website/platform, so that we can analyze and improve the service provided;
- (iv) Remarketing: identifying prior visits to the website/platform in order to display relevant and interesting ads on third party websites.

The website/platform User may at any time restrict acceptance of cookies by changing the settings of your browser. Unfortunately, by modifying the cookies settings, the User may be affecting your ability to access the website/platform, its contents, or all the tools it provides. If you would like to change the settings or disable cookies in your browser, you will need to change the browser preferences and settings. Limiting the use of cookies may make your browsing experience difficult or even prevent the correct functioning of the websites/platforms.

6. Third Party Websites

The Platform may have hyperlinks and/or links to other websites, which may contain information/useful tools to Users. GoParity's Privacy Policy in this document may not correspond to the Privacy Policy applicable to such websites, so if you visit other websites from the Platform, you should always read and take into account the provisions of the respective privacy policies.

GoParity is not responsible for the privacy policy or content on third party websites.

7. Changes to the Privacy Policy

The privacy policy and the guarantee of the **confidentiality of the Users personal data is a priority for GoParity.**

The use of the Platform presumes your acceptance of this Privacy Policy. The GoParity team reserves the right to change this Privacy Policy without notice, making the corresponding communication to its Clients/Users.

8. Term of Retaining Your Data

Under Canadian securities legislation, GoParity Canada Securities Inc., as an Exempt Market Dealer (EMD), must retain data associated with its securities business for a minimum of 7 years. After the 7 years following an identified transaction, a client may opt to delete data associated with this transaction but may not delete information associated with any subsequent transactions unless this data has reached the 7-year period stipulated for its retention.

9. Cancellation/Suspension of Service

The Client/User acknowledges that the management and maintenance of the Platform is based on complex technical means, in which there may be faults and anomalies, needs for adjustments, repairs, and therefore GoParity cannot guarantee the operation of the Platform at all times and cannot be imputed damages, losses, loss of profits or any other damages emerging from one of these situations.

GoParity cannot be liable also for any problems, temporary or permanent failures, as well as any undue and unlawful violations of the Platform's security systems, resulting from the performance of third parties or the Client, which may result in improper disclosure of personal information of Clients. The User will be solely responsible for the connection and security conditions of your Internet connection.

The Platform may be temporarily suspended for maintenance purposes, technical impositions or reformulations or whenever its non-suspension jeopardizes the security of the Platform.

The Clients can request the cancellation of the respective registration/subscription through the email compliance-ca@goparity.com which can be done at any time.

The cancellation or suspension of the Platform may arise from well-founded fears that the security protocols of the Platform have been violated, that they are at risk of being violated, that there are no technical conditions for the maintenance of the services rendered, or that the platform's security standards have been called into question.

The Client/User is responsible for their connection to the Internet, as well as for its communication devices, and GoParity cannot be held liable for failure to function, operate and/or be compatible with the Platform. The Client/User is also responsible for the transmission and data, passwords, antivirus, antispyware, and GoParity is not responsible for any improper or abusive use of such elements by the Client.

10. Terms of Use

If any provision included in this Privacy Policy is considered invalid or unenforceable, it shall not affect the validity or applicability of the remaining provisions.

The User acknowledges that all documents and orders, delivered and electronically signed on the personal area or sent by e-mail through their previously registered e-mail, correspond to their free and conscious will.

The communications between Platform and the User are performed through e-mail and/or through notices on the personal area or communications on public areas of the *website*.

By using the Site, you agree that this Privacy Policy is governed by Ontario law and that any and all controversies arising under this Privacy Policy shall be resolved exclusively by the provincial or federal courts located in Toronto, Ontario.

The currency indicated in the Platform is the Canadian Dollar.

11. Contacts and claims

The Users may contact directly GoParity to pose questions, clarify procedures or present a claim at any time through the e-mail compliance-ca@goparity.com. We recommend also consulting our frequently asked questions. The User may also send registered mail to 60 Admiral Blvd Mississauga, Ontario L5T 2W1.

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