

## Privacy Policy

### 1. Data Protection and Confidentiality

1.1. SWARMIO MEDIA INC collects, uses, and is responsible for certain personal information about you as further described herein. SWARMIO MEDIA INC, acts as a 'Data Controller' of personal information under these Terms in accordance with the provisions of Canadian law with respect to Personal Data Protection Law as may be amended from time to time (the Personal Data Protection Law).

1.2. For the purposes of this Article 1, Processing means the processing of User Information, whether or not by any automatic means, including collecting, recording, organizing, classifying into groups, storing, adapting, altering, retrieving, using, disclosing by transmission, dissemination, transference, or otherwise making available for others, or combining, blocking, erasing, or destructing such information.

1.3. SWARMIO MEDIA INC collects User Information related to you when you:

- (a) access the Website;
- (b) register an Account;
- (c) contact SWARMIO MEDIA INC and provide Feedback (as defined below);
- (d) purchase products and/or Services via the Website;
- (e) post material to the Website;
- (f) complete customer surveys; or
- (g) participate in Competitions.

1.4. SWARMIO MEDIA INC collects data related to you indirectly, such as your browsing activity while on the Website.

1.5. SWARMIO MEDIA INC collects User Information related to you, depending on the particular activity carried out on the Website. This User Information may include:

- (a) your name, address, and contact details;
- (b) date of birth;
- (c) bank account and payment details;
- (d) details of any Feedback (as defined below) you give SWARMIO MEDIA INC by phone, email, post, or via social media;

- (e) information about the Services SWARMIO MEDIA INC provides to you; and
- (f) your account details, such as username, login details.

1.6. SWARMIO MEDIA INC will use the User Information to:

- (a) create and manage your Account with SWARMIO MEDIA INC;
- (b) verify your identity;
- (c) provide goods and Services to you;
- (d) customize the Website and its content to your particular preferences;
- (e) send marketing material to you in accordance with Article 12;
- (f) notify you of any changes to the Website or Services that may affect you; and/or
- (g) improve Services.

1.7. Any Processing by SWARMIO MEDIA INC will be undertaken with your consent unless the Processing is necessary for:

- (a) the performance of these Terms;
- (b) taking steps at your request with the purpose of entering into these Terms;
- (c) the compliance with any legal obligation, other than an obligation imposed by contractual obligations, and/or the compliance with Applicable Law, orders issued by any competent court, and/or requests of law enforcement authorities;
- (d) protecting your vital interests or someone else's life; and/or
- (e) pursuing the legitimate interests of SWARMIO MEDIA INC or any third party to whom the User Information has been disclosed to, in accordance with these Terms and/or Applicable Law, provided that it is not in conflict with your fundamental rights and freedoms.

1.8. SWARMIO MEDIA INC may transfer User Information outside of Canada in accordance with circumstances allowable under the Personal Data Protection Law. In all cases, you hereby give your express consent to such transfer of data where deemed necessary or desirable by SWARMIO MEDIA INC.

1.9. SWARMIO MEDIA INC reserves the right to access, read, preserve, and disclose any information as SWARMIO MEDIA INC reasonably believes is necessary to:

- (a) satisfy any Applicable Law, legal process, or governmental request;
- (b) enforce the Terms, including investigation of potential violations hereof;

(c) detect, prevent, or otherwise address fraud, security or technical issues;

(d) respond to Account holders support requests; and/or

(e) protect the rights, property, or safety of SWARMIO MEDIA INC, SWARMIO MEDIA INC Entities, its Account holders, and the public.

1.10. Under the Personal Data Protection Law, you have a number of important rights which you may exercise, free of charge, which include the following:

(a) fair Processing of information and transparency over how SWARMIO MEDIA INC uses your personal information;

(b) access to your personal information and to certain other supplementary information that these Terms are already designed to address;

(c) require SWARMIO MEDIA INC to correct any mistakes in your information which SWARMIO MEDIA INC hold;

(d) require the erasure, rectification, or blocking of personal information concerning you that SWARMIO MEDIA INC is Processing in certain situations;

(e) request information on personal information concerning you that SWARMIO MEDIA INC is Processing, in an understandable format and the form stipulated in the Personal Data Protection Law;

(f) object at any time to Processing of personal information concerning you for direct marketing;

(g) object in certain other situations, stipulated by the Personal Data Protection Law, to SWARMIO MEDIA INC's continued Processing of your personal information;

(h) otherwise restrict our processing of your personal information in certain circumstances; and

(i) lodge a complaint with the supervisory authority in accordance with the Personal Data Protection Law.

1.11. If you would like to exercise any of your rights listed in Article 1.10, please email SWARMIO MEDIA INC with the relevant information, action required, and provide your contact details.

1.12. After the deactivation of your Account, SWARMIO MEDIA INC will ensure that any retained User Information associated with your Account is kept in a form that does not reveal your personal identity. Such retained User information will only be stored for a longer period for historical, statistical, or scientific use and shall be kept in anonymous form in accordance with the Personal Data Protection Law.

1.13. Throughout the Website, links to other websites owned and operated by certain third parties may (the Third Party Websites) exist. These Third Party Websites may also gather information about you in accordance with their own terms and conditions. For privacy information and/or the separate terms and conditions relating to the Third Party Website, please consult their terms and conditions and/or privacy policies as appropriate.

1.14. You agree to treat as confidential all confidential information of SWARMIO MEDIA INC, not to use such confidential information for any purpose other than to the limited extent necessary to use the Website and Services and not to disclose such confidential information to any third party except as may be reasonably required pursuant to these Terms and/or Applicable Law and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the generality of the foregoing, you shall use at least the same degree of care which other Account holders use to prevent the disclosure of the Account holder's own confidential information of like importance to prevent the disclosure of confidential information disclosed by SWARMIO MEDIA INC, provided, however, that in no event shall such a degree of care be less than reasonable in light of general industry practice.

1.15. SWARMIO MEDIA INC welcomes any feedback, comments, suggestions, raised concerns in relation to the use of your User Information and/or any other matter (the Feedback) that you might have on the Website and Services provided.

1.16. Feedback you may provide regarding SWARMIO MEDIA INC, and/or the Services is entirely voluntary and SWARMIO MEDIA INC will be free to use such Feedback as SWARMIO MEDIA INC see fit and without any obligation to you.

1.17. SWARMIO MEDIA INC shall not be subject to any obligation of confidentiality in relation to any submitted Feedback.