

Junip Privacy Policy

Last Updated: November 18, 2019

This Privacy Policy sets out how Junip Inc. (“**Junip**”, “**we**” or “**us**”) collects, uses and discloses information about identifiable individuals and information which can be used to identify an individual (“**Personal Information**”) through our Junip platform (the “**Platform**”), which enables merchants (“**Merchants**”) to manage reviews from their customers (“**Customers**”). Terms not defined herein shall have the meaning as set out in Junip’s Terms of Use.

The privacy of our users is of great importance to us. By visiting our website located at www.juniphq.com, including subpages (collectively, the “**Site**”), or using the Services in any manner (as those Services are described in our Terms of Use), you acknowledge that you accept the practices and policies outlined in this Privacy Policy and you hereby consent to the collection, use and disclosure of your Personal Information in accordance with this Privacy Policy. This Privacy Policy does not apply to the practices of companies that we do not own or control.

1. Website Visitors

Junip may collect information that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request, which may be linked to a user if that user is logged into a Junip account. Junip may also collect Internet Protocol (IP) addresses for logged in users on the Site.

Junip’s purpose in collecting this information is to better understand how Junip’s visitors use its Site. From time to time, Junip may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its Site.

Junip may also allow visitors to publicly comment or publish content on the Site. In such cases, Junip may collect any Personal Information submitted by visitors on the Site, which Personal Information may be linked to IP addresses.

2. Collection and Use of Personal Information

In order to use the Services, Merchants and Customers may be required to have a valid account (“**Account**”) to log in to the Junip software platform (“**Platform**”). When you register for the Services or create an Account as a Merchant or Customer, Junip collects certain information from you (collectively, “**Account Information**”). When you register for the Services or create an Account as a Merchant, Junip may collect your name, email address, phone number, address, and organization’s name. When you register for the Services or create an Account as a Customer, Junip may collect your name, email address, phone number, and details pertaining to your purchase from the Merchant.

Junip uses the Account Information to:

- authenticate access to the Account and provide access to the Services;
- provide, operate, maintain and improve the Services;
- send technical notices, updates, security alerts and support and administrative messages;
- provide and deliver the Services and features you request, process and complete transactions, and send you related information, including confirmations and invoices;
- respond to comments, questions, and requests and provide customer service and support;
- communicate with you about services, features, surveys, newsletters, offers, promotions, contests and events, and provide other news or information about us and our select partners;
- investigate and prevent fraudulent transactions, unauthorized access to the Services, and other illegal activities;
- personalize and improve the Services, and provide content, features, and/or advertisements that match your interests and preferences or otherwise customize your experience on the Platform;
- monitor and analyze trends, usage, and activities in connection with the Platform and for marketing or advertising purposes;
- link or combine with other information we receive from third parties to help understand your needs and provide you with better service;
- enable you to communicate, collaborate, and share files with users you designate; and
- for other purposes, which we will notify you about and seek your consent.

Junip may also collect certain information from other users of the Site and Services, such as Internet addresses, time spent logged into the Services and other usage data (“**Usage Data**”). This Usage Data is logged to help diagnose technical problems, and to administer our Site and Services in order to constantly improve the quality of the Services. If you have an Account, this Usage Data is linked to your Account. If you do not have an Account, this Usage Data may be linked to your device ID; however, we only use your device ID if necessary to help us diagnosis and/or respond to any issues with the Services.

3. Collection of Personal Information as a Data Processor

As a service provider to Merchants, we collect and analyze data related to our Merchant’s Customers and other end users on behalf of Merchants. In this role, Junip is a data processor, processing data upon instruction from Merchants. This data, including any personal information, is shared only with the relevant Merchant.

4. Protection of Personal Information

Junip discloses Personal Information only to those of its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on Junip’s behalf or to provide the Services, and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using the Site, you consent to the transfer of such information to Canada and the United States.

Junip will not rent or sell Personal Information to anyone. Other than to its employees, contractors and affiliated organizations, as described above, Junip discloses Personal Information only in response to a subpoena, court order or other governmental request, or when Junip believes in good faith that disclosure is reasonably necessary to protect the property or rights of Junip, third parties or the public at large. If you are a registered user of the Site and have supplied your email address, Junip may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what's going on with Junip and our products. Junip takes all measures reasonably necessary to protect against the unauthorized access, use, alteration or destruction of Personal Information.

5. Cookies

A cookie is a string of information that a website stores on a visitor's computer, and that the visitor's browser provides to the website each time the visitor returns. Junip may use cookies to help us identify and track visitors, their usage of the Site, and their website access preferences. Junip visitors who do not wish to have cookies placed on their computers should set their browsers to refuse cookies before using the Site, with the drawback that certain features of the Site may not function properly without the aid of cookies.

6. Storage Location and Transfer of Personal Information

Junip processes and stores its data, including Personal Information, on servers located in Canada and the United States. Junip also transfers data to the third party service providers described below. By submitting Personal Information or otherwise using the Services, you agree to this transfer, storing or processing of your Personal Information in Canada and the United States. You acknowledge and agree that your Personal Information may be accessible to law enforcement and governmental agencies in Canada and the United States under lawful access regimes or court order.

7. Disclosure of Information with Third Parties

We may from time to time employ third parties to perform tasks on our behalf and we may need to share Account Information and other Personal Information with them to provide certain services. Unless we tell you differently, such third parties do not have any right to use the Personal Information we share with them beyond what is necessary for them to provide the tasks and services on our behalf. The third parties we currently engage includes third party companies and individuals employed by us to facilitate our services, including the provision of database management, payment processing and customer relationship management tools. In particular, Junip uses Heroku, Stripe, Customer.io, FrontApp, and Amazon Web Services to process Personal Information on behalf of Junip.

8. Business Transfers

If our business (or substantially all of our assets) are acquired by a third party, or if we go out of business, enter bankruptcy, or go through some other change of control, Personal Information may be made available or otherwise transferred to the new controlling entity, where permitted

under applicable law. You acknowledge that such transfers may occur, and that any acquirer of Junip may continue to use your personal information as set forth in this Privacy Policy.

9. Ads

Ads appearing on any of our websites may be delivered to users by advertising partners, who may set cookies. These cookies allow the ad server to recognize your computer each time they send you an online advertisement to compile information about you or others who use your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This Privacy Policy covers the use of cookies by Junip and does not cover the use of cookies by any advertisers.

10. Disclosures Permitted Under Law

We will not divulge your Personal Information to non-affiliated third parties without your consent, except in the following limited circumstances:

1. to the extent required to comply with any legal or regulatory obligation or when we are compelled to do so by a governmental agency, court or other entity;
2. to transfer or otherwise disclose information to third parties who perform business, professional and/or technical functions (“**Operational Service Providers**”) for us related to the purpose for which you disclosed the personal information in accordance with any applicable legal requirements; and
3. in the event we believe your actions violate any law, regulation, or if you threaten the rights, property, safety of us, our parent, subsidiaries or affiliated companies, our services, or any of our Operational Service Providers.

11. How Your Information is Protected

Junip maintains reasonable standards of security and confidentiality consistent with customary business practice to protect the information under our control from loss, misuse, and alteration. However, for most internet sites, it is possible third parties may unlawfully intercept or access transmissions over an unsecured transmission. We also limit access to our Site and services by our own employees and contractors to individuals who are authorized for the proper handling of such information and any employee found violating our standards of security and confidentiality will be subject to our disciplinary process.

12. Third Party Websites

The Site may provide links to third party websites. Please note that Junip does not control these sites and resources. As such we are not responsible for their availability, content, or delivery of services. These other websites are not bound to Junip’s online privacy statement. They may have their own policies or none at all. We encourage you to review the privacy policies of these third party sites. Junip is not responsible for the privacy practices or content of third party websites.

13. Access and Accuracy

You have the right to access the Personal Information we hold about you in order to verify the Personal Information we have collected in respect to you and to have a general account of our uses of that information. Upon receipt of your written request, we will provide you with a copy of your Personal Information, although in certain limited circumstances, and as permitted under law, we may not be able to make all relevant information available to you, such as where that information also pertains to another user. In such circumstances we will provide reasons for the denial to you upon request. We will endeavor to deal with all requests for access and modifications in a timely manner.

We will make every reasonable effort to keep your Personal Information accurate and up to date, and we will provide you with mechanisms to update, correct, delete or add to your Personal Information as appropriate. As appropriate, this amended Personal Information will be transmitted to those parties to which we are permitted to disclose your information. Having accurate Personal Information about you enables us to give you the best possible service.

14. Residents of the European Economic Area

If you are a resident of the European Economic Area (“**EEA**”), you have certain data protection rights. Junip aims to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Information (known as “**Personal Data**” under the EU General Data Protection Regulation).

If you wish to be informed what Personal Data we hold about you and if you want it to be removed from our systems, please contact us using the contact information set out below. Note that where we act as the data processor on behalf of Merchants you will be required to contact the data controller directly to exercise your rights.

In certain circumstances, where we act as data controller, you have the following data protection rights:

- Request access to your Personal Data (commonly known as a "data subject access request"). This enables you to receive a copy of the Personal Information we hold about you where we are the data controller and to check that we are lawfully processing it.
- Request correction of the Personal Data that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected, though we may need to verify the accuracy of the new information you provide to us.
- Request erasure of your Personal Data. This enables you to ask us to delete or remove Personal Information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your Personal Information where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully, or where we are required to erase your Personal Information to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- Object to processing of your Personal Data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which

makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your Personal Information for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

- Request restriction of processing of your Personal Data. This enables you to ask us to suspend the processing of your Personal Data in the following scenarios: (a) if you want us to establish the information's accuracy; (b) where our use of the information is unlawful but you do not want us to erase it; (c) where you need us to hold the information even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your information but we need to verify whether we have overriding legitimate grounds to use it.
- Request the transfer of your Personal Data to you or to a third party. We will provide to you, or a third party you have chosen, your Personal Information in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- Withdraw consent at any time where we are relying on consent to process your Personal Data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain services to you. We will advise you if this is the case at the time you withdraw your consent.

Please note that we may ask you to verify your identity before responding to such requests.

You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data. For more information, please contact your local data protection authority in the EEA.

15. Non-EEA International Users

If you are visiting the Site or using the Services from outside of Canada or the EEA, please note that you are agreeing to the transfer of your information to Canada and for it to be processed by our sub-processors. By providing your information you consent to any transfer and processing in accordance with this Privacy Policy.

16. Online Privacy Policy Changes

This Privacy Policy is subject to change from time to time and without notice to you due to changes in technology and/or our business. A revised version will be posted to this website if required. The changes shall be effective to you immediately upon our posting. Your continued use of this Site after any change in this Privacy Policy will constitute your acceptance of such change.

17. Contact

Questions regarding this Privacy Policy or Junip's privacy practices should be directed to our Privacy Officer at:

Junip Inc.
1809 - 1 Victoria Street South
Kitchener, ON N2G 1C2

privacy@juniphq.com