



Envirocycle Systems Inc. | 101 Rue du Moulin, Suite 116, Magog, QC J1X 4A1 Canada

ENVIROCYCLE PRIVACY POLICY

Last modified: December 7th, 2016 – English (US) Version

Protecting people's privacy and information security is very important to Envirocycle Systems Inc., ("**Envirocycle**", "**us**", "**we**", "**our**"), a Canadian corporation located at 101 Rue du Moulin, Suite 116, Magog, QC J1X 4A1. We respect your privacy and are committed to protecting it through our compliance with this policy.

This policy describes the types of information we may collect from you or that you may provide when you visit www.envirocycle.com (our "**Website**") and our practices for collecting, using, maintaining, protecting, and disclosing that information. Our primary goals in collecting information are to provide and improve our Website, services, features and content, to administer your use of the Website and to enable users to enjoy and easily navigate the Website (collectively, the "**Service**").

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you agree to this privacy policy. If you use our Website on behalf of a business or other legal entity, an authorized person representing that legal entity other than you must confirm that the legal entity accepts our Terms and Conditions of Use ("**TCoU**", which can be found at the following link: www.envirocycle.com/terms-and-conditions-of-use/) in writing or via electronic signature.

This policy may change from time to time. Your continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Unless stated otherwise, our current policy applies to all information that we have about you and your account. We stand behind the promises we make, however, and will never materially change our policy and other practices to make them less protective of customer information collected in the past without the consent of affected customers, unless we are required by law to do so.

Links To Other Sites

Our Site contains links to other websites. If you choose to visit an advertiser by "clicking on" a banner ad or other type of advertisement, or click on another third party link, you will be directed to that third party's website. The fact that we link to a website or present a banner ad or other type of advertisement is not an endorsement, authorization or representation of our affiliation with that third party, nor is it an endorsement of their privacy or information security policies or practices. We do not exercise control over third party websites. These other websites may place their own cookies or other files on your computer, collect data or solicit personal information from you. Other websites may follow different rules regarding the use or disclosure of the personal information you submit to them. We encourage you to read the privacy policies or statements of the other websites you visit.





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Children Under the Age of 13

Our Website is not intended for children under 13 years of age. No one under age 13 may provide any personal information to or on the Website. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on this Website or on or through any of its features/register on the Website, make any purchases through the Website, use any of the interactive or public comment features of this Website or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at customerservice@envirocycle.com.

Information We Collect About You and How We Collect It

We collect several types of information from and about users of our Website, including information:

- by which you may be personally identified, such as name, postal address, e-mail address, telephone number, or any other information the Website collects that is defined as personal or personally identifiable information (“**Personal Information**”);
- about your Internet connection, the equipment you use to access our Website and usage details.

We collect this information:

- Directly from you when you provide it to us, or through email correspondence and phone conversations.
- Automatically as you navigate through the Website. Information collected automatically may include usage details, IP addresses, and information collected through cookies, web beacons, and other tracking technologies. This information includes, but is not limited to the content form located on the customer service page, the newsletter signup form, the register form on the my account page, and the billing and shipping form on the checkout page.
- from third parties, for example, our business partners, including but not limited to Amazon Payments, PayPal Payments Pro, PayPal Express Checkout and Shopify.

Collection of Non-Personally Identifiable Information

Envirocycle collects non-personally identifiable information through its Website and uses Amazon Remarketing Pixels, Google Analytics, Google Adwords, Pinterest Analytics, and Pinterest Conversion Tags.

Amazon Remarketing Pixels are snippets of code that allow Amazon to detect and collect information about Amazon customers and other people who visit the Website, such as the Amazon classification categories they fall under, and allow Amazon to then target advertising to those people on other websites across the internet, which is known as remarketing, and provide reports about this information to Envirocycle.





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Google Analytics is a tool offered by Google that stores and categorizes data about visits to websites. Google Adwords is a tool that allows companies to run advertising campaigns, which can be set to target groups of people based information including but not limited to interests as determined by their search patterns with Google.

Pinterest Conversion Tags and Pinterest Analytics are tools offered by Pinterest that stores and categorizes data about visits to Pinterest pages and to websites.

All of these services may save certain non-personally identifiable information about users including, and not limited to the following: demographic information, which includes the age and gender; interests, which are defined by a Users' search patterns on Amazon, Google or Pinterest (as applicable) and website visitations; geographic information, which includes language and non-specific location information; past and present behavioral information, which includes defining if the user is a new or returning visitor, how frequently and recently they visit, and for how long and how many pages are visited; technological information, which includes browser, operating system and internet service provider (ISP); mobile device information (if applicable), including the model, service provider and operating system; and other custom defined variables.

Information You Provide to Us.

The information we collect on or through our Website may include:

- Information that you provide by filling in forms on our Website. This includes information provided at the time of registering to use our Website, subscribing to our Website, posting material, or requesting further services. We may also ask you for information when you report a problem with our Website.
- Records and copies of your correspondence including email addresses, if you contact us.

Information We Collect Through Automatic Data Collection Technologies.

As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- Details of your visits to our Website, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Website.
- Information about your computer and Internet connection, including your IP address, operating system, and browser type.

The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.
- **Flash Cookies.** Certain features of our Website may use local stored objects to collect and





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store information about your preferences and navigation to, from, and on our Website.

- **Web Beacons.** Pages of our the Website may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Us, for example, to count users who have visited those pages and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

We do not collect automatically, but we may tie this information to personal information about you that we collect from other sources or you provide to us.

Log Information

As is true of most Internet services, log information is gathered automatically and stored in log files. This information may include details of how you used our Services in the form of information including but not limited to:

- Internet Protocol (IP) addresses;
- browser type and language;
- Internet service provider (ISP);
- referring and exit websites and applications;
- operating system;
- date/time stamp;
- clickstream data;
- search queries;
- crashes;
- system activity;
- hardware settings;
- browser type;
- browser language;
- Location information;
- the date and time of your request;
- referral URL;
- cookies that may uniquely identify your browser or your Envirocycle account.

Our phones or phone service providers may automatically log telephony log information when you call Envirocycle over the phone either on a direct line or through a toll-free line, including but not limited to the following:

- phone number;
- caller ID;
- calling-party number;
- forwarding numbers;
- time and date of calls;
- duration of calls;
- information stored voicemails or other recorded voice messages;
- SMS routing information;
- types of calls.





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Phishing

Identity theft and the practice currently known as “phishing” are of great concern to us. Safeguarding information to help protect you from identity theft is a top priority. We do not and will not, at any time, request your credit card information, your login information, or national identification numbers in a non-secure or unsolicited email or telephone communication. For more information about phishing, visit the Federal Trade Commission’s website.

Do Not Track

We do not directly track our users across third-party websites, nor do we allow third parties to collect personal information. As such, our Services does not respond to browser “Do Not Track” requests but several of our Services providers who utilize these cookies and other tracking technologies enable you to opt our of this advertising.

Third parties that have content embedded in our Services such as a social feature or a stock ticker may set cookies on users’ browsers and/or obtain information about the fact that a web browser visited a specific Service from a certain IP address. Third parties cannot collect any other personal information from our Website unless you provide it to them directly.

How We Use Your Personal Information

We use information that we collect about you or that you provide to use, including any Personal Information:

- To offer better products, services and targeted advertising based on our customers and their needs.
- To offer and to continue to improve our Services and advertising, including but not limited to processing orders, processing payments, creating invoices, creating receipts, creating shipments, performing customer service, including but not limited to following up with questions, replacing parts, refunds and returns, creating advertising campaigns and other normal business activities.
- To present our Website and its contents to you.
- To provide you with information, products, or services that you request from us.
- To fulfill any other purpose for which you provide it.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Website or any products or services we offer or provide though it.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.

We may also use the information we have collected from you to enable us to display advertisements to our advertisers’ target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.





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Envirocycle does not sell, exchange or transfer, in part or in whole, Personal Information except with authorized parties we employ the services of to perform certain functions on our behalf, including but not limited to fulfilling orders, delivering packages, sending postal mail and e-mail or processing credit card payments. They may have access to Personal Information needed to perform their functions, but may not use it for other purposes such as for third-party direct marketing services.

Other than as set out above, you will receive notice when information about you might be given to third parties, and you will have an opportunity to choose not to share the information. These authorized third parties are obliged to treat the Personal Information as highly confidential.

We may access, preserve, share, and divulge Personal Information:

- with your consent. We require opt-in consent for the sharing of Personal Information in most cases;
- to apply or enforce the policy;
- when obliged to by law or in response to a valid legal request (like a search warrant, court order or subpoena) if we have a good faith belief that the law requires us to do so. This may include responding to legal requests from jurisdictions outside of the United States where we have a good faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards;
- when we have a good faith belief it is necessary to: detect, prevent and address fraud and other illegal activity;
- to protect the rights of Envirocycle and those of others, including as part of investigations, to protect property or security to prevent death or imminent bodily harm.

Changing and Deleting User Personal Information

Many of our Services let you share information with others. Remember that when you share information publicly, it may be indexable by search engines. Our Services provide you with different options on sharing and removing your content. Whenever you use our Website, we aim to provide you with access to your personal information and the ability to change or remove this information. If that information is wrong or not up to date, or upon reasonable request, Envirocycle will allow you to change, remove or otherwise modify Personal Information you have stored with us in a commercially reasonable timeframe – unless we have to keep that information for legitimate business or legal purposes. When updating your Personal Information, we may ask you to verify your identity before we can act on your request.

We reserve the right to reject requests that are unreasonable, including but not limited to requests that are repetitive or extremely impractical (for instance, requests concerning information residing on backup systems), risk the privacy of others or require disproportionate technical effort.

Where we can provide information access and correction, we will do so for free, except where it would require a disproportionate effort. We aim to maintain our Services in a manner that protects information from accidental or malicious destruction. Because of this, after you delete

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information from our Services, we may not immediately delete residual copies from our active servers and may not remove information from our backup systems.

Creation, Migration and Use of Remarketing Lists

When using our Website, you consent to us creating and obtaining remarketing lists; migrating remarketing lists and using generated remarketing lists or similar advertising lists.

Data Selection and Audience Targeting

By using our Website, you authorize us to:

- send information to Google or Amazon;
- use remarketing lists or other advertising lists to select or target advertisements based on previous or current user activity on our Website.

Remarketing DoubleClick (formerly known as Boomerang DoubleClick) and Other Remarketing List

Envirocycle may not use remarketing lists created by DoubleClick or other with remarketing lists containing Information, unless the use of cookies:

- was adequately divulged to Users during the Information collection;
- respects the privacy policy of websites where the information was gathered; and
- respects the general and confidentiality terms of the policy.

Remarketing List Transparency

Envirocycle grants Google and Amazon the right, if appropriate, to inform any user that is part of at least one of Envirocycle's remarketing lists by sending this user Envirocycle's domain or the display name.

Google may also, if it chooses to, or if Envirocycle asks Google or Amazon to do so, inform users, inclusive through any registration, that the advertisements are based on remarketing lists or similar advertising lists of which they are a part of.

Your California Privacy Rights

California Civil Code Section § 1798.83 permits users of our Website that are California residents to request certain information regarding our disclosure of Personal Information to third parties for their direct marketing purposes. To make such a request, please send an email to customerservice@envirocycle.com.

International Transfer

Our Website is operated in the United States and intended for users located in the United States, although your information may be transferred to - and maintained on - computers located outside of your state, province, country or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. The data protection laws in the United States may also differ from those of the country in which you are located, and your information may be subject to access requests from governments, courts, or law enforcement in the United States according to laws of the United States. By using the Website or providing us with any

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information, you consent to the transfer to, and processing, usage, sharing and storage of your information in the United States.

Special International Provisions

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. We are in Magog, the Province of Quebec, Canada. Many of our Services have operations in Canada, the United States of America and other potentially other countries internationally. When using certain services, you consent to having your personal data transferred to and processed internationally in the countries. We make no claims that any of our Services are appropriate for use or may be downloaded outside the countries where we are offering our Services ("**Service Countries**").

Access to our Services may not be legal by certain persons or in certain countries. If you access our Services from outside the service countries, you do so at your own risk and are responsible for compliance with the laws of the jurisdiction where you are accessing our Website. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals, you will not engage in commercial activities through our Website. You will not use our Website if you are prohibited from receiving products, services, or software originating from the United States. Although the Services may be accessible worldwide, not all features, products or services discussed, referenced, provided or offered through the services are available to all persons or in all geographic locations, or appropriate or available for use outside the United States.

We reserve the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made for our Services is void where prohibited. The Services may contain references or cross references to our products, programs and services that are not announced in your country. Such reference does not imply that we are in your country, but intends to announce such products, programs or services. Information collected within the European Economic Area ("**EEA**") may, for example, be transferred to countries outside of the EEA for the purposes as described in this policy.

Data Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. We ensure that personal information is stored in a safe manner in our servers and servers hosted by third parties, and uses certain software and services offered by third parties to create a secure checkout environment for online purchases.

We review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems. We restrict access to personal information to our employees, contractors and agents who need to know that information in order to process it for us, and who are subject to strict contractual confidentiality obligations and may be disciplined or their job terminated if they fail to meet these obligations. We may share information internally within our family of companies for purposes described in this policy. Privacy and the secure transmission of customer information through these services





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are subject to the privacy policies of the respective third parties. By using our Website, you also agree to the privacy policies of any third party service that we use, including, but not limited to:

- Amazon Payments
- Canada Post
- Fedex
- Mailchimp
- PayPal Pro, PayPal Express Checkout and Paypal Virtual Terminal
- Pinterest Buyable Pins
- Shopify
- USPS

We may only ever reveal the last four digits of your credit card numbers in a written electronic communication, except of course when we securely transmit the entire credit card number to the appropriate credit card company and payment processor during order processing.

The safety and security of your information also depends on you. Where we have given you or where you have chosen a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. As per our TCoU, you are responsible for all activity that occurs under your account. Be sure to logout when finished using a shared computer.

For service announcements, we may not transmit personal information, including email addresses, telephone and credit card numbers with Users' cookies without Users' prior consent.

We transfer information in a highly secure manner by installing and using an (EV) extended validation SSL (secured socket layer) key, which encrypts users' data, such as credit card information and personally identifiable information when a purchase is made through our Website (including any subdomains or international versions). We ensure that the most recent SSL key with the strongest encryption commercially available encryption is used. This SSL key is provided by Symantec, which has verified our identity. This identity verification process grants us the following rights:

- The ability to have a green address bar on the Website.
- The ability to display the Norton Secured seal on the Website.

By displaying the Norton Secured seal on the Website, Symantec may capture, use, and disclose the IP address (which does not include any personally-identifiable information) of visitors to the Website for the purposes of: (a) preparing reports about the use of the Seal that may be provided to their customers, potential customers and the general public, (b) improving the utility of the seal or creating new, or (c) complying with a court order, law or requirement of any government agency.

See below for the link to the full Norton Secured Seal License Agreement.





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<https://www.symantec.com/content/en/us/about/media/repository/norton-secured-seal-license-agreement.pdf>

SYMANTEC, VERISIGN, the CHECKMARK LOGO, NORTON and NORTON SECURED are trademarks or registered trademarks of Symantec Corporation or its affiliates in the U.S. and other countries.

Any of your content that you post in public areas is available to anyone on or off our Website and can be seen or accessed through online search engines, APIs, and offline media, such as on TV. In some cases, people you share and communicate with may download or re-share this content with others on and off our Website.

Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal Information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

Security Breaches

In the unlikely event of a security breach and subsequent unauthorized access, theft or any other otherwise illegal actions towards users' Personal Information by an unauthorized third party ("**Unauthorized Actions**"), we will make every commercial effort to inform all potentially affected users of the Unauthorized Actions and the extent and type of Personal Information which we believe may be affected, to limit the ability for further Unauthorized Actions, and attempt to identify the third party responsible for the Unauthorized Actions.

Changes to Our Privacy Policy

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' personal information, we will notify you through a notice on the Website home page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this privacy policy to check for any changes.

Arbitration Agreement & Waiver of Certain Rights

You and we agree that we will resolve any disputes between us through binding and final arbitration instead of through court proceedings. You and we hereby waive any right to a jury trial of any Claim. All controversies, claims, counterclaims, or other disputes arising between you and us relating to this Privacy Policy or the Site (each a "**Claim**") shall be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association ("**AAA Rules**"). The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may





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lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude you or us from seeking action by federal, state, or local government agencies. You and we also have the right to bring qualifying claims in small claims court. In addition, you and we retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with this privacy policy, nor a waiver of the right to have disputes submitted to arbitration as provided in this privacy policy.

Neither you nor we may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or our individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section shall continue in full force and effect. No waiver of any provision of this Section of the Privacy Policy will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of this Privacy Policy. This Section of the Privacy Policy will survive the termination of your relationship with us.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION

Questions?

Please do not hesitate to contact Envirocycle with any questions concerning the Privacy Policy.

By Email: customerservice@envirocycle.com / By Phone (toll free): 1-866-989-3684

