

Hendrix Website

Personal Information and Privacy Policy

Last Amended: January 12, 2018

Hendrix Services Personal Information and Privacy Policy

The Hendrix website, located at <https://hendrix.ai/>, including any related software, apps, webpages, websites and associated products and services (collectively, the “**Services**”), is provided, owned and/or operated by Testfire Labs, Inc. (“**Testfire Labs**”). The Services shall include any new software, apps, webpages, websites, products, services, or client interface mechanisms which may be added from time to time.

This page states the Personal Information and Privacy Policy by which Testfire Labs and users of the Services abide (“**Privacy Policy**”). This Privacy Policy applies if you access the Website through any device, including without limitation a smart phone, landline telephone, smart TV, tablet, laptop or desktop computer, or through any other means. This Privacy Policy applies only to information collected through the Services and does not apply to information collected offline by Testfire Labs.

Testfire Labs has created and implemented this Privacy Policy so that you understand how your personal information may be collected, retained, used, disclosed and destroyed and how it is protected by Testfire Labs. Testfire Labs encourages you to review this Privacy Policy.

This Privacy Policy covers:

- the information collected by Testfire Labs;
- how Testfire Labs collects, retains, uses, discloses, destroys and protects your personal information;
- certain of your options and obligations as a user of the Services;
- your requests to access or correct your personal information; and
- how to contact Testfire Labs.

By providing personal information while using the Services and dealing with Testfire Labs, you consent to the collection, retention, use, disclosure, destruction and protection of your personal information in accordance with the terms set out in this Privacy Policy.

Should you have questions regarding this Privacy Policy or our privacy practices, please contact the Testfire Labs Privacy Officer using the contact information provided at the end of this Privacy Policy.

A. Compliance with Legislation

Testfire Labs complies with the federal *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5 (“**PIPEDA**”), Canada’s anti-spam legislation, SC 2010, c 23 (“**CASL**”), and other legislation which may apply from time-to-time, which are designed to protect your personal information and privacy. Testfire Labs has based this Privacy Policy primarily on the principles set out in PIPEDA.

B. Our Commitment to Your Privacy

Testfire Labs is committed to protecting your personal information and privacy and considers matters relating to the protection of your personal information and privacy to be of the utmost importance. Testfire Labs adheres to the following principles to protect your privacy:

- Testfire Labs does not sell, rent, loan, trade, or lease, transfer or otherwise disclose your personal information to third parties, except as necessary to:
 - process your Member-generated audio recordings by any means necessary in order to create text transcripts of said recordings; or
 - to protect the rights, property or personal safety of Testfire Labs, its members and the public, as otherwise provided in this Privacy Policy or as permitted or required by law; and
- all information which you provide to Testfire Labs will be protected with industry-standard protocols and technology.

C. Definitions

Unless otherwise provided in this Privacy Policy, the terms used herein shall be defined as in PIPEDA, where applicable. In this Privacy Policy, the following term has the following meaning:

- **"personal information"** means information about an identifiable individual or entity. Personal information does not include information that cannot be attributed to you as an identifiable individual, such as information of an aggregate or anonymous nature.

In the context of the Services, examples of personal information may include, without limitation, an individual's name, e-mail address, mailing address, phone number, credit card or payment information, other account information, communication preferences, information contained in our correspondence and other information that you send to us, unique identifiers (such as a user name or password), other unique identifiers (including mobile device identification numbers), your Member-generated audio recordings, Internet Protocol (IP) address, location information, information collected through cookies, web beacons, Local Shared Objects, and other technologies, Standard Server Log Information, or additional information as otherwise described to you at the point of collection or pursuant to your consent.

D. Changes to this Privacy Policy

Testfire Labs may amend this Privacy Policy at any time by posting a new privacy policy on the Hendrix website in place of this one. The date on which the Privacy Policy was last amended is indicated at the beginning of this Privacy Policy. The amended Privacy Policy shall automatically be effective when posted and will apply to information collected after the effective date. Amendments may include, without limitation, additions, deletions or modifications to this Privacy Policy.

Testfire Labs will post notice that the Privacy Policy has been amended on the fronting webpage of the Hendrix Website located at <https://hendrix.ai/> for a period of 30 days. You are advised to check for such notices and to review the Privacy Policy each time you use the Services in order to ensure that you are aware of any amendments and that they are acceptable to you.

Your continued use of the Services following the posting of an amended Privacy Policy and the related notice means that you accept the terms of this Privacy Policy as amended. If you do not agree with any of the terms or conditions in the amended Privacy Policy, then you agree to immediately cease all use of the Services, which shall

be your sole recourse and remedy in the event you are dissatisfied with the amended Privacy Policy. This Privacy Policy may not otherwise be amended.

E. Personal Information Aggregated or Made Anonymous

To the extent that Testfire Labs makes any of your personal information anonymous or aggregates it with the personal information of others such that it can no longer be attributed to you, your information will no longer be considered to be personal information and Testfire Labs is entitled to use, retain, disclose and destroy such information in its absolute discretion.

F. Choosing to Provide Personal Information

When using the Services and dealing with Testfire Labs, you may choose not to provide certain of your personal information. If you choose not to provide all information reasonably requested of you, it may limit the manner in which you can make use of the Services and otherwise interact with Testfire Labs or you may not be able to use the Services or to interact with Testfire Labs at all.

G. Consent

By using the Services, you provide implied consent to the collection, retention, use, disclosure, destruction and protection of your personal information by Testfire Labs in accordance with the terms of this Privacy Policy. Your implied consent may be obtained through amendments to this Privacy Policy, as provided above.

Testfire Labs will obtain your express consent prior to or when collecting, using or disclosing your personal information in cases of sensitive information, for a purpose that is not described in this Privacy Policy, or for a purpose that Testfire Labs did not identify to you or that was not reasonably expected at the time of collection, unless Testfire Labs is required or authorized by law not to obtain your consent.

You provide implied consent to the collection, retention, use, and disclosure of your personal information for a particular purpose if you voluntarily provide the information to Testfire Labs for that particular purpose and it is reasonable that a person would voluntarily provide that information.

In certain circumstances, including without limitation when dealing with certain legal, medical or security issues, Testfire Labs may be authorised or required by law to disclose your personal information without seeking or obtaining your knowledge or consent.

H. Consent via Opt-In or Opt-Out in Certain Circumstances

Testfire Labs may, from time to time, provide you with a reasonable opportunity to opt-out of certain collections, uses and disclosures of your personal information. You implicitly consent to a particular collection, use or disclosure your personal information if you fail to indicate within a reasonable time that you wish to opt-out of the particular collection, use or disclosure when you are given a reasonable opportunity to do so.

Testfire Labs also may, from time to time, provide you with a reasonable opportunity to opt-in to certain collections, uses and disclosures of your personal information. If you do not opt-in to a particular collection, use or disclosure of your personal information when given a reasonable opportunity to do so, you do not consent to your personal information being collected, used or disclosed in that particular manner.

Where the Testfire Labs provides an opt-in or opt-out opportunity, Testfire Labs will use the opt-out method when the particular collection, use or disclosure does not pertain to sensitive information or would be reasonably expected by the user of the Services. Testfire Labs will use the opt-in method in all other circumstances.

I. Changing or Withdrawing Consent

You may change or withdraw your consent with respect to the collection, retention, use, disclosure, destruction and protection of your personal information in accordance with this Privacy Policy at any time, subject to legal or contractual restrictions and reasonable notice, by contacting Testfire Labs' Privacy Officer using the contact information provided at the end of this Privacy Policy and by providing Testfire Labs with sufficient personal identifiers so that it can act effectively on your request.

To delete your online account information from Testfire Labs' Services database, contact us at support@testfirelabs.com and proceed to remove any addresses, billing addresses and/or payment information pertaining to you. Notwithstanding your deletion of any of your online account information, Testfire Labs may retain your personal information in accordance with this Privacy Policy, as more particularly provided in the "Retention and Destruction of Personal Information" subsection below.

If you withdraw certain consents reasonably requested of you and necessary for you to make use of the Services or to otherwise interact with Testfire Labs, it may limit the manner in which you can make use of the Services and otherwise interact with Testfire Labs or you may not be able to use the Services or interact with Testfire Labs at all.

Your ability to change or withdraw consent is not absolute. Testfire Labs reserves the right to continue handling your personal information in those circumstances required or permitted by law despite a change or withdrawal of consent.

Any change to or withdrawal of consent will not apply retroactively.

J. Collection of Personal Information

Most of the personal information about you that Testfire Labs collects will be collected directly from you by Testfire Labs. Except as otherwise provided in this Privacy Policy, Testfire Labs will obtain your consent to collect your personal information and will inform you at that time of the uses and disclosures that Testfire Labs intends to make of your personal information, unless the intended uses and disclosures are described in the Privacy Policy or are reasonably expected at the time that Testfire Labs collects your personal information.

In some instances, Testfire Labs may collect your personal information directly from a third party, in which case Testfire Labs will obtain your consent to such collection unless required or permitted by law not to obtain your consent or unless the third party provided confirmation to Testfire Labs that it is entitled or required by law to disclose your personal information to Testfire Labs.

The following, without limitation, are particular circumstances in which Testfire Labs may collect your personal information:

- Testfire Labs collects personal information from you when you register an account to request Hendrix Beta access, subscribe to the Testfire Labs Newsletter, respond to an electronic survey or communication from Testfire Labs (such as e-mail), submit comments or participate in another feature of the Services or making payment for Services. In particular, when registering an account, subscribing to the Testfire Labs Newsletter, responding to an electronic survey or communication from Testfire Labs, submitting comments or participating in another feature of the Services or making payment for Services, Testfire Labs may ask you for your name, e-mail address, mailing address, phone number, credit card or payment information or other information;
- Testfire Labs also may collect information, including without limitation their name, address, e-mail address about other individuals that you invite to participate and use the Services. Such information about the individual would be provided by you and we assume you have the consent of that individual to enable us to collect, use or disclose their information as described in this Privacy Policy and as instructed by you; and

- like many websites, Testfire Labs uses "cookies" on the Hendrix website in order to enhance your experience when you visit the website and to gather information about visitors and visits to the Hendrix website. Please refer to the "Cookies" subsection of this Privacy Policy below for additional information about cookies and how Testfire Labs uses them.

K. Use of Personal Information

When Testfire Labs uses your personal information, it will ensure that you previously provided consent to the intended use or it will obtain your consent prior to using your personal information in that particular manner, unless the intended use is described in this Privacy Policy, was identified to you or was reasonably expected at the time that Testfire Labs collected your personal information, or is permitted or required by law without your consent.

The following, without limitation, are particular circumstances in which Testfire Labs may use your personal information without obtaining your further consent. By providing your personal information to Testfire Labs, you consent to the following uses:

- using identification information and contact information, such as your name, address and e-mail address, to provide you with information about Testfire Labs when you request that information;
- using identification information and contact information, such as your name, address and e-mail address, so that Testfire Labs can identify you and deliver the products, services, promotions, newsletters, that you request and can communicate with you regarding those products, services, promotions and newsletters including without limitation when responding to your customer service requests;
- using payment method preferences and related financial information that you provide to Testfire Labs so that Testfire Labs can obtain payment for the products and services that you request and can process transactions in an efficient manner;
- using information relating to your preferences so that Testfire Labs can deliver products and services and the Services to you in accordance with those preferences;
- using customer relationship information such as your products and services requests, instructions, comments and feedback to assist Testfire Labs in

delivering products and services and the Services in accordance with your preferences;

- using personal information for the purpose for which it was provided and certain other activities that are reasonably ancillary to that purpose;
- using your e-mail address to administer a promotion or survey or to provide you with information about events that may interest you or new features and/or enhancements to Testfire Labs' products and services and to the Services, unless you choose to unsubscribe to such messages in accordance with CASL, where applicable;
- using identification information and contact information, such as your name, address and e-mail address to send you promotional material or special offers on our behalf of our marketing partners and/or their respective affiliates and subsidiaries and other third parties;
- analyzing your personal information to assist Testfire Labs in developing and enhancing its products and services or the Services;
- analyzing your personal information to assist Testfire Labs in conducting market analysis and strategic planning;
- processing your Member-generated audio recordings in order to create text transcripts of said recordings; and
- as otherwise described to you at the point of collection or pursuant to your consent.

L. Disclosure of Personal Information

When Testfire Labs discloses your personal information to third parties, it will ensure that you previously provided consent to the intended disclosure or it will obtain your consent prior to disclosing your personal information in that particular manner, unless the intended disclosure is described in this Privacy Policy, was identified to you or was reasonably expected at the time that Testfire Labs collected your personal information, or is permitted or required by law without your consent.

The following, without limitation, are particular circumstances in which Testfire Labs may disclose your personal information without obtaining your further consent. By providing your personal information to Testfire Labs, you consent to the following disclosures:

- where the disclosure is set out in any related documentation for the Services or is reasonably expected through the use and operation of the Services;
- where disclosure is necessary to enable staff, employees, agents, contractors, suppliers, service providers, subsidiaries, affiliates or partners of Testfire Labs to provide a product or service to Testfire Labs or to you and to perform a function on behalf of Testfire Labs or in respect of the Services. Testfire Labs will act in a reasonable manner, including by contractual or other means, to ensure that these individuals or entities collect, use and disclose your personal information only as necessary to provide the product or service or to perform the function, adhere to this Privacy Policy or to their own comparable privacy policy, and comply with applicable privacy legislation with respect to your personal information, but Testfire Labs cannot guarantee these individuals' or entities' compliance;
- where Testfire Labs is under a duty to disclose your personal information in order to comply with any applicable legal obligation, legal or regulatory process or an order or request of a government institution, investigative body, regulatory body or judicial authority of competent jurisdiction;
- where Testfire Labs believes in good faith that disclosure is necessary:
 - to investigate, prevent or take action regarding suspected or actual illegal activities or to assist government enforcement agencies or investigative bodies in that regard;
 - to enforce the Terms and Conditions of Service or any other policies of the Services or any agreements to which Testfire Labs is a party;
 - to investigate and defend Testfire Labs against any third party claims or allegations;
 - to protect the security or integrity of the Services; and/or
 - to exercise or protect the rights, property or personal safety of Testfire Labs, its users, employees, or others;
- if we sell all or part of our business, or make a sale or transfer of assets, or are otherwise involved in a merger or business transfer, or in the unlikely event of bankruptcy, a business reorganization, or similar event, we may transfer your information as part of such transaction;

M. Third-party Service Providers

In general, third-party providers used by Testfire Labs will only collect, use and disclose your information to the extent necessary to allow them to perform the services necessary for your use of our Services.

However, certain third-party service providers, such as data storage centres, payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide them for your use of our Services.

For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers.

In particular, be advised that certain providers may be located in or have facilities that are located in the United States. If you proceed to access and/or use any of the Services provided by Testfire Labs please be aware that it may involve the services of a third-party service provider in the United States. As a result, your information that is received by the third-party service provider in the United States may become subject to the Federal and State laws of the jurisdiction(s) in which that service provider or its facilities are located.

As an example, if you are located in Canada and your data or payment transaction is processed and/or stored by a service provider located in the United States, then your personal information stored and/or used in completing that transaction may be subject to disclosure under United States legislation, including the US Patriot Act.

N. Cookies and Similar Technologies

The Services may use cookies and similar technologies (such as beacons, tags and scripts). A “cookie” is small piece of data that resides on your computer, smart phone, tablet or other device that you use to access the Internet. It is transferred by a website to be stored on a visitor’s Internet browser so that it can be recognized by the website to identify the visitor on subsequent visits to the website from the same device and Internet browser.

Testfire Labs uses cookies to track visitors’ usage of the Services and to provide visitors with tailored information and services on the Services based on visitors’ previous visits.

Testfire Labs also may use cookies on the Services in order to collect the domain names, IP addresses and the activity of visitors. This information may be aggregated for the purposes of measuring the number of visits, average time spent on the Services, pages viewed, and other similar purposes. Testfire Labs may use this information to measure the use of the Services and to improve the content of the Services.

Cookies do not enable Testfire Labs to identify a particular visitor unless that visitor has previously provided personal information during a visit.

If your Internet browser permits, you may adjust the settings of your Internet browser to notify you when you receive a cookie or to reject cookies altogether, but in some cases doing so may impact your ability to use the Services. Because each Internet browser is different, users of the Services should check the "Help" menu of their Internet browsers to learn how to change their cookie preferences.

If you adjust your Internet browser settings to reject cookies, you may no longer have access to certain features of and services on the Services. However, you may nevertheless place an order from the Testfire Labs Shop by telephone by contacting Testfire Lab's customer service.

O. Other Collection, Use and Disclosure of Personal Information

Testfire Labs may monitor your use of the Services to ensure the proper use and operation of the Services and your compliance with any agreements, policies and terms and conditions of service for the Services.

Testfire Labs also reserves the right to collect, use and disclose your personal information without your knowledge or consent where permitted or required by law.

P. Accuracy and Completeness of Personal Information

When Testfire Labs collects, uses or discloses personal information, it will make a reasonable effort to ensure that the personal information is accurate, up-to-date, and complete to the extent that is reasonable for Testfire Labs' purposes in collecting, using or disclosing the information. To do so, it may be necessary for Testfire Labs to request additional information from you or have you verify your personal information. Should your personal information change, please inform Testfire Labs of the change(s) so that your personal information in Testfire Labs' possession remains accurate and complete.

Q. Retention and Destruction of Personal Information

Testfire Labs may retain your personal information for as long as it reasonably requires your personal information for the purposes for which it was collected or for legal or business purposes. For example, Testfire Labs may retain information about an individual sales transaction in order to service that transaction or to keep records for legal or business purposes.

There are legally required minimum retention periods which Testfire Labs must and does observe. Testfire Labs will retain your information for as long as reasonably necessary to comply with its legal obligations, to resolve disputes, and to enforce this Privacy Policy and any terms and conditions of service.

Within a reasonable time period after Testfire Labs no longer reasonably requires your personal information for the purposes for which it was collected or for legal or business purposes, Testfire Labs either will destroy the records under its custody or control containing your personal information or it will render your personal information anonymous so that it can no longer be used to identify you.

R. Security of Personal Information

Testfire Labs recognizes its obligation to protect personal information that is in its custody or under its control by implementing reasonable security safeguards to keep confidential and secure your personal information against risks such as loss, theft, and unauthorized access, collection, use, disclosure, copying, modification, disposal or destruction. These reasonable safeguards may vary depending on the circumstances, including the level of sensitivity of the personal information, and may include secured networks, restricting access to authorized individuals on a need-to-know basis, locked doors and/or filing cabinets, other organizational, physical or technological security measures, and contractual measures such as non-disclosure or confidentiality agreements.

When you place orders or access your account on the Services, Testfire Labs offers the use of a secure server. All personal and financial information which you supply on the Services is transmitted via Secure Socket Layer (SSL) technology and then encrypted into the Services database, with access thereto restricted to authorized individuals only.

As previously described in this Privacy Policy, Testfire Labs will act in a reasonable manner, including by contractual or other means, to require third parties to whom Testfire Labs discloses your personal information in accordance with this Privacy Policy or as required or permitted by law to similarly safeguard your personal information by abiding by this Privacy Policy or their own comparable privacy policies and by

complying with applicable privacy legislation with respect to your personal information. However, Testfire Labs cannot guarantee such compliance by third parties.

S. Requests for Access to Personal Information

Requests for Personal Information

On your written request, and taking into consideration what is reasonable, Testfire Labs will provide you, not later than 30 days from Testfire Labs' receipt of your request, or such additional time as permitted or required by law, with:

- access to your personal information (if any) under our custody or control;
- information about the purposes for which your personal information (if any) under our custody or control has been and is being used by us; and
- the names of persons to whom, and the circumstances in which, your personal information (if any) has been and is being disclosed by us.

If you request a copy of your personal information and the information can reasonably be reproduced, Testfire Labs will provide you with a copy of the record or the part of the record containing the requested information or, if applicable, it will give you reasons for any delay in providing a copy of the requested information or record.

If you request to examine the record containing your personal information or if the requested record cannot reasonably be reproduced, Testfire Labs will permit you to examine or access the record or part of the record in accordance with this Privacy Policy.

All requests may be subject to reasonable fees and disbursements. Where appropriate, Testfire Labs may require advance payment of a deposit or the entire costs of responding to a request for access to personal information.

Requests to Access Personal Information must be in Writing

Testfire Labs requires that all requests for access to personal information be in writing, be signed by the requestor and include sufficient detail to enable Testfire Labs, with a reasonable effort, to identify any record in the custody or under the control of Testfire Labs containing the personal information in respect of which the request is made

Limits on Right to Access Personal Information

Your ability to access your personal information under Testfire Labs' custody and control is not absolute. Testfire Labs reserves all rights not to disclose personal information, in whole or in part, in certain circumstances permitted or required by law, including but not limited to where:

- the disclosure could reasonably be expected to threaten the safety or physical or mental health of an individual;
- the disclosure would reveal personal information about another individual;
- the information is protected by any legal privilege;
- the disclosure of the information would reveal confidential commercial information; or
- the personal information was collected for an investigation or legal proceeding.

If access to your personal information is refused, in whole or in part, Testfire Labs will provide you with the reasons for the refusal, the provision of PIPEDA on which the refusal is based, and the name of the individual who can answer your questions on behalf of Testfire Labs about the refusal, and will inform you of any recourse which you may have pursuant to PIPEDA.

T. Requests for Correction of Personal Information

On written request by you, Testfire Labs will make every reasonable effort to correct errors or omissions in your personal information where that information is in Testfire Labs' custody or control. Testfire Labs requires that all such requests be in writing, be signed by the requestor, and include sufficient detail to enable Testfire Labs, with a reasonable effort, to identify any record in the custody or under the control of Testfire Labs containing the personal information in respect of which the request is made.

If you make such a request, Testfire Labs will, as soon as reasonably possible and not later than 30 days from Testfire Labs' receipt of your request, or within such additional time as permitted or required by law, either:

- correct the personal information and, if reasonable to do so, send correction notifications to any third party to whom Testfire Labs disclosed the incorrect information; or

- decide not to correct the personal information, but Testfire Labs will annotate the personal information under its control to indicate that a correction was requested but not made.

Testfire Labs will inform you of the action that it has taken in response to your request for correction, the name of the individual who can answer your questions on behalf of Testfire Labs about your request for correction, and will inform you of any recourse which you may have pursuant to PIPEDA.

Notwithstanding any requests for corrections of personal information, Testfire Labs will not correct or otherwise alter an opinion, including a professional or expert opinion.

U. Accountability and Contacting TESTFIRE LABS

Testfire Labs has designated a Privacy Officer to respond to any complaints or inquiries regarding how Testfire Labs handles your personal information. The Privacy Officer is responsible for overseeing Testfire Labs' compliance with this Privacy Policy, PIPEDA and other privacy legislation which may apply from time-to-time.

Should you have any questions, comments or concerns regarding Testfire Labs' privacy policies, practices, or handling of your personal information or if you wish to request access to or correction of your personal information under Testfire Labs' care and control, you may contact Testfire Labs' Privacy Officer at:

Attention: Privacy Officer	
Address:	301, 10359 104 th St NW Edmonton, AB T5J 1B9
email:	Nathan@testfirelabs.com