

PRIVACY POLICY

1. Services and Provision of Information

1.1 This Privacy Policy (“**Policy**”) is incorporated into and forms part of the End User License Agreement (“**EULA**”) located at 360.ftsinc.com, and applies to your use of the Services described therein.

1.2 By accessing or otherwise using the Services, you agree and consent to the collection, use and disclosure of your personal information as outlined in this Policy. Personal information is any information which identifies you including, for example, your name, email address, and contact details. In addition, you may be asked, from time to time, to indicate your acceptance of, or agreement to, this Policy by clicking an “Agree” button, checkbox or similar in the user interface for certain of the Services.

1.3 FTS collects personal information that you voluntarily provide via the Services for the limited purpose of verifying and maintaining your account related to the Services. Additionally, you may be required to submit personally identifiable information (including name, email address, mailing address and telephone number) when subscribing, signing up or otherwise utilizing for the Services.

1.4 As you use the Services, or access emails related to the Services, certain information may be passively collected (that is, gathered without your actively providing the information) using various technologies and means, such as Internet Protocol (IP) addresses, web logs, session or persistent cookies, clear gifs, other device addresses or IDs, web browser type, device type, pages viewed, times and dates of viewing, and other tracking technologies.

1.5 FTS may use your personal information: (a) to respond to your questions or requests for additional information; (b) to provide you with information that you have specifically requested or that FTS has asked if you would like to receive; (c) for internal analysis to better understand user usage trends and preference in order improve the Services through individual effectiveness monitoring and aggregate site metric calculations; and (d) to personalize your individual user experience.

1.6 FTS may contract with third parties to process certain transactions with respect to the Services, such as a telecommunication or billing service, and may disclose your information to such third party service providers for such express purposes. Some of these activities may result in personal information collected by us being stored or processed in the United States or elsewhere outside of Canada and, as a result, your personal information may be accessible to law enforcement and regulatory authorities in accordance with the USA PATRIOT Act, the USA FREEDOM Act and other applicable laws of the United States or elsewhere.

1.7 To the extent that Content that you create, transmit or display while using the Services contains information about an identifiable individual, FTS may be deemed to be collecting personal information for the purpose of applicable privacy laws. However, as a result of the nature of the Services, FTS has no knowledge of your specific Content, and is not in fact

collecting, using or distributing your Content, except to the extent which you direct through your use of the Services.

2. Changes to the Terms

2.1 FTS may make changes to the Policy from time to time, without notice to you. When such changes are made, FTS will make a new copy of the Policy available to you by publishing the updated Policy through the Services.

2.2 You understand and agree that you are responsible for regularly reviewing the Policy in order to obtain timely notice of any such updates, and that by continuing to use the Services after the date on which the Policy has changed, you will be deemed to have accepted any changes to the Policy.

3. General legal terms

3.1 Where provided with a translation of the English language version of the Policy, you agree that the translation is provided for your convenience only and that only the English language versions of the Policy will govern your relationship with the usage of the Services. If there is any contradiction between the English language version of the policy and a translation, then the English language version will take precedence.

3.2 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of this Policy is invalid, then that provision will be removed from the Policy without affecting the rest of the Policy. The remaining provisions of the Policy will continue to be valid and enforceable.

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