

# NETLIFT PRIVACY POLICY

## INTRODUCTION

Your privacy is a major concern for TRANSPORT SOCIAL NETLIFT INC. (hereinafter “Netlift”). We also impose strict controls in regard to the protection and use of personal information in our systems, online website content [www.netlift.me](http://www.netlift.me) and applications for mobile devices of Netlift (hereinafter collectively the “Service”).

This Policy is intended for carpooling drivers, taxi drivers, passengers and other persons using the services offered by Netlift (hereinafter referred as “User” and “Users”).

Netlift pays special attention to the protection of the personal information of its clients, service providers, partners and others, present, past and future (You). In this particular context, Netlift seeks to ensure the information’s correctness as well as the security and confidentiality of the personal information, in accordance with the applicable laws. The hereby Personal Information Protection Policy (hereinafter referred as “Privacy Policy”) describes the manner in which Netlift collects, treats, uses, conserves and communicates the personal information in its possession.

When you provide your personal information to Netlift, you authorize us to use your contact details and communicate them in the context of the service delivery, in our contractual relations and in the administration of our activities. The communication and use of your personal information are in accordance to the hereby Privacy Policy, the applicable laws as well as the implicit circumstances.

## SCOPE OF THIS POLICY

When you use the Netlift application or browse the Netlift website (hereinafter “Application”) you agree to the terms and conditions of this Policy. If you continue to use the websites after a new version of this Policy has been posted there, you consent to and will be bound by the changes.

Other than the hereby methods, we could also gather information through witnesses or similar technologies while you are using our Services. These methods help us gather various types of information, including the pages you have visited, the e-mails you have read as well as other information. By giving us this information, you accepted that Netlift collect and use them in accordance of the Policy hereby.

# DATA COLLECTION

By using our Application, you will transmit data to Netlift, some of which is for identification purposes. We can obtain this data when you capture and save information through our website or our Application, for example when you creating a user account (hereafter the “Account”) and choose a password, or when you use the Application to explore the various products and services it provides.

As a User, we may collect the following information:

- Your name;
- Your personal address;
- Your age
- Your telephone number;
- Your e-mail;
- Your vehicle information;
- A copy of your driver’s license and car registration number and all other information you have willingly provided to Netlift
- Your created rides using the Netlift Service (whether user is a rider or driver) and the frequency hereof, as well as the history and content of your interactions with the app, the Netlift team, and other users;
- A picture
- Your physical location
- And all other details required for better delivering our services

The use of the personal information will serve for the administration of your client account, for the customer and commercial service management, also in accordance with the applicable rules and regulations.

Your personal information will not be retained beyond the purposes for which it was collected, with the exception of when we are required by law to retain such information.

Our Application is designed for adult use only, as understood in the Province of Quebec. Netlift does not knowingly collect any personal information from minors.

Users acknowledge and agree that other Netlift users may comment, from time to time, on their experience with them (either as driver or rider), with reviews intended to be displayed on the platforms of the Service.

For more information on the protection of your personal information and your related rights, you may contact the Office of the Privacy Commissioner of Canada or the Commission for the Protection of Privacy of Quebec.

## **FORMS AND INTERACTIONS**

Netlift may conduct, from time to time, telephone or online surveys or distribute questionnaires to users, allowing us to collect the personal information that participants agree to provide voluntarily. Users are not obliged to participate in these surveys nor provide the requested personal information. When personal information is provided, Netlift utilize them to identify the profile of users of its services in a whole and to generate statistics and aggregate reports for internal use. If Netlift has your consent at the time of collection of your personal information, they can contact you for feedback and comments regarding its products and services.

Netlift may send promotional offers to the client. Clients can ask to be removed from such offers at any time.

Your information is also collected through the interaction that may occur between you and our Application and may be used for a variety of purposes, such as analytics, statistical reporting, e-mail exchange and electronic payment.

## **ADVERTISING INFORMATION**

We will contact you only if you wish. If you prefer not to receive advertising information from us or if you do not want us to use your personal information to enhance your customer experience, please let us know by contacting us at the contact listed in the section "Right of opposition and withdrawal".

Remember to include your full name and the e-mail address you used when you registered or when you made a purchase from us. There may be a delay in processing time for a request sent by e-mail or mail and you may continue to receive communications from Netlift in the meantime.

## **THIRD-PARTY SERVICES**

Netlift uses third-party services for the management of its Netlift and websites. In no event shall Netlift be liable for any prejudice that may arise from such third-party services. These third-party services include, but are not limited to, management, analysis, payment and e-mail exchange software.

## **AUTOMATICALLY EXCHANGED DATA**

We collect information when your computer or mobile device connect to our server via the Application.

Every time you visit or use our Application we may collect, as required, data pertaining to the device you are using such as the network from which you are connecting to our Services, your IP address, connexion data, types and version of browser and plugins used, operating systems, your browsing history on our Application such as your journey through the various URLs, the content you view and use, the search terms used, download problems, the duration of content viewing, the advertisement identification of your device, page interactions, phone numbers you used to contact us, as well as your physical location. Among the tools used to collect this information, we use cookies.

We also gather data on your usage of our Application (such as the rides you created, the response rate to messages, your registration date, your average user reviews, etc.) which is susceptible to be displayed on your public profile.

All of your information is stored securely on our servers. When you accept and confirm a ride with another user, your physical location may be shared with these other users to facilitate identification on the road, as well as to allow Netlift to detect errors and faults and react accordingly.

Gathering this data will allow us to improve the service, to customize your experience and to provide a better follow up on our services and your requests.

This information may also be used for analysis and statistical purposes.

## **INTERNATIONAL COMMUNICATIONS**

It is possible that in certain situations, your information transfers to servers outside of Canada. You acknowledge that Netlift is not liable for the consequences of such transfer.

## **SHARING PERSONAL INFORMATION**

We undertake not to market the personal information collected.

When a client sends an e-mail to Netlift, the return e-mail address is only used to respond to the client. Netlift will not share this e-mail address with third parties.

Unless otherwise stated in this statement, the personal information you provide will not be transmitted to third parties without your permission. However, we sometimes share this information with partners.

If you do not wish to have your personal information communicated to third parties or partners, you may opt out at any time, as mentioned in the following section.

## **WITHDRAWAL AND OPPOSITION RIGHTS**

We are committed to offering you the right to oppose and withdraw of your personal information.

The right of opposition is understood as the possibility offered to Internet users to refuse to allow their personal information to be used for certain purposes mentioned during the collection.

You also have the right to request access to the personal information we have collected about you and to correct any information as needed by contacting the contact person at the information listed in the section “Contact person” below.

## **ANTI-SPAM LEGISLATION**

Netlift complies with the dispositions in the Canadian Anti-Spam legislation (“CASL”). To withdraw your consent or to stop receiving electronic information or communication, please contact us at the following e-mail address: [info@netlift.me](mailto:info@netlift.me).

## **SECURITY**

Netlift employs administrative and technological methods protecting your personal information in order to ensure appropriate access control and confidentiality.

In addition, in our offices, we have put in place specific technological measures that block unauthorized access to the computers; these protections include security software, fire-walls and security passwords.

The exchange of personal and confidential information (password, address, etc.) between the Service and the customer browser is protected by a data encryption technology (SSL - Secure Sockets Layer). The SSL service certificate, generated by a trusted Certificate Authority, allows the customer to validate the legitimacy of Netlift and of its Service. Netlift will make every effort to ensure that personal and confidential data exchanged between the customer and the Service will not be intercepted or altered fraudulently.

Our networks are in compliance with the industry norms and the protection system. We also work with various partners to keep up with the evolution of these technologies.

The information and personal data provided by the customer is necessary for the management of the Service. The customer must ensure that the information provided to Netlift is correct at all times and must commit to updating it when necessary using the right sections provided on the platforms of the Service.

Despite the implementation of protection measures, please be aware that no information transmission or conservation is completely sealed as a method. Netlift does not guarantee the results of protection of electronic communication and you consent to receive non-encrypted electronic information from Netlift.

## **CONTACT**

For further information about the hereby Policy and its procedure or to modify your consent regarding the use of your information, or to obtain any of your personal information collected by Netlift through this web Service, please contact us at the following address:

Mail: 500-215 rue St-Jacques Ouest, Montréal, Québec, Canada H2Y 1M6.

E-mail: [support@netlift.me](mailto:support@netlift.me)

Phone number: 514-316-9225

## **FRENCH AND ENGLISH LANGUAGE**

If a problem of definition or interpretation arises between the English and French versions of this Policy, the French version shall prevail.

## **AMENDMENT OF THIS POLICY**

Netlift reserves all rights to modify or complete the hereby Policy, at any given time.

However, in the context of future amendments to our Policy, we are committed to use your personal information in accordance to the hereby Policy or the Policy in effect at the moment the information was provided, as requested by law, unless you clearly consent that we proceed otherwise.

Netlift must send its users written notice, at least thirty (30) days before the amendment takes effect, containing the new clauses or the amended clause as well as the previous version and effective date of amendment, and a notice to the users of his right to refuse the amendment provided below.

The customer may refuse the amendment and cancel the contract without any cancellation cost, penalty or indemnity by sending a notice about that to Netlift within thirty (30) days following the entry into force of the amendment should it result in an increase in the obligation of the customer or a decrease in the obligation of Netlift.

*Last update done February 13, 2018*