

contingentSee Privacy Policy

Last modified: May 10, 2019

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This Privacy Policy (“Privacy Policy”) and our Terms of Service (“TOS”, found here: [https://app.contingentsee.ca/contingentSee\\_Terms\\_of\\_Service.pdf](https://app.contingentsee.ca/contingentSee_Terms_of_Service.pdf)) govern Your (“You”, “Your”, “Yours”, and “Yourself” refer(s) to you, the user; whether Client User/CU or Lawyer User/LU, as the case may be) access to and use of contingentSee, as owned and operated by Moharram Ventures Inc., a corporation having its registered address at 300 Dundas St., Suite 100, London, ON N6B 1T6, Canada (referred to in these Terms as “we”, “us” or “MVI”). Terms capitalized but not defined in this Privacy Policy have the meanings set out in the TOS.

MVI is committed to maintaining the confidentiality, integrity, and security of any Personal Information, Traffic Data, and User Data (as defined below) shared by/collected from contingentSee users. MVI strives to facilitate opportunities for CUs and LUs to become connected through just, merit-based professional relationships for the purpose of taking/considering legal action while, at the same time, respecting Your privacy expectations and protecting Your Personal Information, Traffic Data, and User Data. To demonstrate our commitment to protecting Your privacy, we have developed this Privacy Policy, which describes how we will collect, use, disclose, and protect various types of Your information. By accessing and/or using contingentSee, You agree to all the terms and conditions of this Privacy Policy (and the TOS, which are incorporated herein by reference). If You do not agree to all the terms and conditions of this Privacy Policy (and the TOS), please do not use contingentSee.

MVI may amend or change this Privacy Policy in its sole discretion at any time, and in accordance with the amendment provisions set out in the TOS. The use of the information we collect at any given point is subject to the Privacy Policy in effect at the time of collection. If we make any material changes, we will attempt to notify You by e-mail and we will also post the most current Privacy Policy on contingentSee. Your use of contingentSee is subject to the most current Privacy Policy as-posted at the time of each use. We encourage You to periodically check our Privacy Policy for the latest information on our current policy.

If You have questions or concerns regarding our policy or practices, please contact our privacy officer by e-mail at the following address: [devs@moharramventuresinc.com](mailto:devs@moharramventuresinc.com). If You do not receive an acknowledgment of Your inquiry and/or Your inquiry has not been satisfactorily addressed, please contact MVI ownership at: [tarek@moharramventuresinc.com](mailto:tarek@moharramventuresinc.com).

We may provide areas on contingentSee where You can post information about Yourself and others and communicate with others or upload content. Such postings are governed by the MVI's TOS. In addition, such postings may appear on other areas of the Internet or when searches are executed on the subject of Your posting. We cannot control who reads Your posting or what other users may do with the information You voluntarily post. Therefore, we urge You to exercise discretion and caution with respect to Your Personal Information.

Registration is required if You wish to use contingentSee. As part of the registration process, we will require that You enter and submit certain information that is relevant to the purposes of contingentSee. You may need to register twice, once to register with contingentSee and a second time after You have downloaded certain files from contingentSee.ca. We collect the following user-submitted information (“Personal Information”) from LUs at registration: first name, last name, date of birth, sex, telephone number, fax number, e-mail address/username, password, office address, firm size, Law Society of Ontario number, years of experience practicing law, area(s) of claimed subject matter expertise, spoken language(s), and credit card, debit card, and/or other types of payment account information. We collect the following user-submitted information (“Personal Information”) from CUs at registration: the first three characters from the registrant’s postal code. Following CU registration, we may require a valid e-mail address to be entered by a CU in order for that CU to accept a bid and receive the LUs contact information; however, we do not store this e-mail address on our system.

There are certain types of device data that contingentSee cannot access without Your consent. The various application marketplaces through which MVI may offer contingentSee to the public will notify You the first time contingentSee requires permission to access certain types of data and will let You decide whether or not to consent to that request. All types of data which is not covered by the definition of Personal Information or Traffic Data (defined below) is considered to be “User Data”.

Upon registration or the use of our location-enabled services (for example, when You access contingentSee from a mobile device), we may need to collect and process information about Your actual Global Positioning System location (including the latitude, longitude, and/or altitude of Your mobile device) and the time the location information was recorded. Some of these services require Your Personal data for the feature to work and we may associate location data with Your device identification and other information we hold about You. If You wish to use the particular feature, You will be asked for Your consent. If You do not want Your location information collected when You use contingentSee, please contact Your device manufacturer or platform provider to determine how to disable the collection of this information.

When You use contingentSee, we automatically collect and store certain information about Your computer or device and Your activities including but not limited to: a) the IP address of Your computer; b) the unique mobile device identifier; c) technical information about Your computer or mobile device such as the type of device, mobile device identification number, Web browser, other browser information (e.g. size, connection speed, and connection type), and/or operating system or platform; d) Your preferences and settings (time zone, language, etc.); and/or e) Your Internet Service Provider or mobile carrier name.

You may send electronic information or physical documentation to us in the following forms: messages or transaction information relating to Your interactions with other users; receipts, Personal Information in text and/or picture form; and/or other subscriber-generated content provided to us in the normal course of Your use of contingentSee, including but not limited to posts, profiles, comments, suggestions, forwarded messages, feedback information, usage information, transaction information, and/or Traffic Data (as defined below).

We may collect Your Personal Information when You transmit it to us by use of one of our Web forms or other interactions with contingentSee, by e-mail, or by any other means of communication. We may collect and store information (including Personal Information) locally on Your device using mechanisms such as browser Web storage (including HTML 5) and application data caches.

"Traffic Data" is collected by contingentSee and our Third-Party (defined below) traffic analysis provider(s) through the use of software that is included on contingentSee as well as cookies that are stored temporarily on Your computer/device. Together, these technologies help us manage our content by identifying which content is effective.

Cookies are small data files that are stored on a user's computer/device for record-keeping purposes. Cookies track where You travel on contingentSee and what You look at. A session ID cookie may expire when You close Your browser. When You log into contingentSee, Your browser may ask if You want it to remember You as a registered user of contingentSee. If You accept, the session ID may become a persistent cookie, which remains on Your hard drive for an extended period of time. Although cookies are used by most major websites and are accepted by default on most Web browsers, it may be possible to disable cookies via Your browser settings. We may use session cookies and usage data to make it possible to navigate the secure environment inside contingentSee and to keep, and periodically track, information about You for the purpose of creating a personalized Web experience and improving contingentSee or measuring and conveying to others the performance levels of contingentSee. We may link the information we store in cookies to any personally-identifiable information You submit while on contingentSee. This is for the purpose of creating a personalized experience within contingentSee, to assist MVI in understanding its users and designing improvements to contingentSee, and/or for the purpose of collecting usage and performance metrics.

contingentSee may, from time to time, implement other Third-Party analytics services that also use cookies. We will ensure that no personally-identifiable information is included in those cookies. If the use of cookies by any service provider differs materially from the practices already listed, we will revise this document accordingly and notify existing customers of the change(s). Other cookies which may be created by contingentSee are used to secure Your login session and to help ensure the security of Your account. Such cookies are unrelated to the aforementioned traffic analysis and are never shared with Third-Parties.

When You access contingentSee using a Web browser or other application, we may gather and store certain types of information including: Traffic Data from Your browser, Your IP address, location, GPS signals sent by a mobile device, cookie information, and the pages You visit on contingentSee. Traffic data is helpful in identifying and fixing problems with contingentSee.

MVI will not use or disclose Personal Information (defined above) for purposes other than the identified purposes of contingentSee. We may use Your Personal Information to: a) operate contingentSee and its various functional capabilities, as they evolve from time to time; b) enforce our TOS; c) provide customer service and support, administrative messages, resolve disputes, and troubleshoot problems including helping Third-Party service providers fulfill their functions; d) fulfill Your requests for certain features of contingentSee; e) customize, measure, and improve

contingentSee including by analyzing trends, tracking user movements on contingentSee, gathering demographic statistics about contingentSee's user base as a whole, and to assist MVI in measuring contingentSee's performance and the effectiveness of contingentSee content, and to share contingentSee's performance information with others; f) share with You information relating to receipts, technical notices, updates, and security alerts; g) directly or indirectly offer or provide You with products and services that are based upon MVI's analysis of Your needs as determined by MVI's analytics and/or the analytics of MVI's Third-Party processors, unless You opt out; h) comply with legal or regulatory requirements (as described below); i) disclose data solely in aggregate, anonymous, and non-identifiable form that is in no way connected an individual user; and/or j) fulfill other purposes, subject to Your express consent (where required by law).

Where a Third-Party to this Privacy Policy directly or indirectly provides MVI with the ability to provide contingentSee to You, MVI may supply Personal Information to such Third-Party in exchange for fulfilling MVI's purpose and providing corresponding value to the Third-Party.

MVI may share information from or about You with subsidiaries, joint ventures, or other companies under common control, in which case MVI will require them to honour this Privacy Policy. We may share Personal Information or feedback with affiliates, Third-Party vendors, consultants and other service providers who work for us.

We may share LU first names and user comments or feedback with Third-Parties. We will not tie any other information, other than Your first name, that can identify You to Your comments or feedback. However, Third-Parties may be able to tell who You are from Your comments, particularly if You provide Your full name or Your contact information in the comments. We may post/re-post Your social media content and other information shared by You.

From time to time, MVI may offer You the opportunity to participate in contests, giveaways, and other promotions. Any information submitted in connection with such activities will be treated in accordance with this Privacy Policy, except as specifically set forth in the rules for those contests, giveaways, and/or promotions. From time to time, MVI may also ask You to participate in surveys designed to help us improve contingentSee. Any Personal Information provided to MVI in connection with any survey will be used only in relation to that survey and as elsewhere set forth in this Policy.

In the event that MVI, or all or a portion of our business, or one or more of its divisions, is acquired by one or more Third-Parties as a result of an acquisition, merger, sale, reorganization, consolidation, liquidation or another similar transaction, Your Personal Information shall be one of the transferred assets.

We may retain Your Personal information while You have an account with us and thereafter for as long as we need it for purposes not prohibited by applicable laws and subject to the provisions in our TOS.

User Data may be kept by MVI for an indefinite period; however, this does not constitute a guarantee that MVI will keep the data indefinitely. Retained data will primarily be used in

aggregate and anonymized format to drive business intelligence and analytics, amongst other purposes.

Other than information that MVI is required to retain and provide to You by law, You should have no expectation of data retention whatsoever. From time-to-time, MVI will create a backup of all data in contingentSee's system. This backup is for use by MVI only in the case of disaster recovery or to maintain business operations in the case of an emergency. No data will be backed up (except for such disaster recovery purposes and MVI's internal usage). Backing up Your own data is Your responsibility. MVI will not restore data unless it is available and then only if MVI determines, in its sole discretion, that a data recovery is necessary. You acknowledge that recovery of data is not permitted by You from within this system under any circumstances unless MVI is required and compelled to do so by law, and in such event, at Your sole expense.

Notwithstanding the foregoing, MVI reserves the right (and You hereby authorize MVI) to share or disclose Your Personal Information when MVI determines, at its sole discretion, that the disclosure of such information is necessary or appropriate to: a) enforce our rights against You or in connection with a breach by You of this Privacy Policy or the TOS; b) investigate or respond to suspected illegal or fraudulent activity or to protect the safety, rights, or property of us, our users, or others; c) prevent prohibited or illegal activities; and/or d) when required by any applicable law, rule, regulation, subpoena, and/or other legal process.

To use certain services on contingentSee, we may require credit card, debit card, and/or other types of payment account information. By submitting this information through contingentSee, You expressly consent to sharing of Your information with Third-Party payment processors, other Third-Party service providers, and applicable businesses.

A user may terminate their account by sending an e-mail to [tarek@moharramventuresinc.com](mailto:tarek@moharramventuresinc.com). After a reasonable amount of time from when we received Your termination request, or immediately after we terminate our relationship with You, Your posted case and/or active profile will be removed from contingentSee, but we may retain information about You for the purposes authorized under this Privacy Policy and our TOS (unless prohibited by law). For example, we may retain information to prevent, investigate, or identify possible wrongdoing in connection with contingentSee or to comply with legal obligations. We will also retain data related to your account and/or activity on contingentSee in aggregate, anonymous, and non-identifiable form.

By using contingentSee, You consent to the collection, use, and disclosure of Your Personal Information by us in the manner described in this Privacy Policy. You may always opt not to disclose certain Personal Information, but doing so may significantly restrict access to features of contingentSee. For example, in order to accept the bid of a particular LU, a CU must enter his/her e-mail address. While contingentSee will use this e-mail address in order to send case, bid, and LU contact information to the CU, the entered e-mail address will not be stored and otherwise used by contingentSee. In another circumstance, an LU may be required to enter his/her e-mail address in order to register to use contingentSee. At any time after registration, You may opt-out of most e-mail communications from us by clicking on the 'opt-out' link at the bottom of our e-mails, or by contacting us at the contact details listed above. However, we may still contact You for administrative purposes. Withdrawing consent will not apply to actions that

MVI has already taken based on Your prior consent. By providing Your mobile phone number, users expressly consent to receive direct dial calls from us for any urgent and administrative issues. When LUs sign-up for an account, LUs thereby opt-in to receive e-mails and notifications from contingentSee and other users signed up with contingentSee.

A “Data Breach” is defined as any unauthorized access to the storage locations of the data, or access to a storage location by an individual, that has/is suspected of having performed unauthorized activities. In the unlikely event that MVI believes the security of Your Personal Information in MVI's possession or control may have been compromised and when this creates a real risk of significant harm to You, or if MVI otherwise believes that a notification is appropriate, MVI may seek to notify You of that development, pursuant to both MVI's desire to keep You informed and MVI's legal requirement to do so. If a notification is appropriate, MVI may notify You by the e-mail address registered to Your account (if any).

By posting User Data on contingentSee, You hereby grant to MVI a worldwide, irrevocable, non-exclusive, perpetual, royalty-free, and sub-licensable right to use, create derivative works of, modify, and/or to distribute (including without limitation, distribution online, through multiple channels, and bundled with other applications or materials) such content, and further, You agree to waive any moral rights to such User Data, and agree that MVI may modify or adapt the User Data in order to transmit, display, and/or distribute it over other applications and in various media. You agree to defend, indemnify, and hold harmless MVI from and against any Claims (as defined in the TOS) arising from the nature and/or the ownership of the content submitted and any claims of infringement of Third-Party intellectual property related to such User Data.

MVI relies on You to ensure that the Personal Information You enter into our system is as true, accurate, complete, and current as necessary for the purposes for which it is to be used. You may make changes or corrections to Your Personal Information at any time. When updating Your Personal Information, we may ask You to verify Your identity before we can act on Your request. Unless required by law, we may reject requests that are unreasonably repetitive, require disproportionate technical effort, risk the privacy of others, or would be extremely impractical. Where we can provide information access and correction, and when required by law, we will do so for free. We also make every effort to ensure the accuracy of the information in our reports, displays, articles, and support queries. However, You must verify all information created from Your use of contingentSee. We recommend that You consult a professional before completing any government or regulatory filing or otherwise relying upon the information, as the use of this information is at Your own risk. You are responsible for ensuring that the information You have entered into our system is true, accurate, complete, and current.

MVI may capture and manage all user privacy preferences. These preferences may be tracked in the database and attached to Your records. If these preferences are changes, the modifications may be incremental, and added to an audit log. Tracking of Your consent to the collection, storage, and use of Your Personal Information may also be recorded for the purposes of an audit log for consent. To ensure that the data is traceable, the source of the data may be logged, as well as a timestamp for the transaction.

We may share Your Personal Information with service providers who help us to run our operations or to otherwise fulfill Your request or as required by law. Our service providers are restricted from using Your Personal Information in any way other than for the service they are providing. We ensure that such Third-Parties maintain reasonable and appropriate safeguards.

We may share information from or about You with subsidiaries, joint ventures, or other companies under common control, in which case we will require them to honour this Privacy Policy.

Links to sites controlled or operated outside of our domain (each individually a “Third-Party Site” and collectively the “Third-Party Sites”) are provided as a convenience to You only and do not imply an endorsement by us of a Third-Party Site or the company it purports to represent. We do not assume any responsibility for information and materials found on, or the privacy practices of, a Third-Party Site. This Privacy Policy does not apply to any Third-Party Site(s).

We take Your privacy very seriously. To keep Your Personal Information secure, You are required to safeguard Your username and password information in accordance with the TOS. In addition, we restrict unauthorized access through protective policies, procedures, and technical measures, including: a) providing reasonable physical and electronic safeguards with regard to the storage of Personal Information; b) limiting access to Your Personal Information to those employees or contractors who we reasonably believe need to come into contact with that information to provide products or services to You or in order to do their jobs; and c) governing employees and other contractors by strict standards and policies to ensure that Personal Information is secure and treated with the utmost care and respect. Please note that no data transmission over the Internet or otherwise can be guaranteed to be completely secure. As a result, while we strive to protect Your Personal Information, we cannot warrant the security of any information You transmit to us, and so You therefore do so at Your own risk. If You have a security-related concern, please contact us at the contact details provided above. We will work closely with You to ensure a quick and personal response to Your concerns.

**IF YOU CHOOSE TO ACCESS CONTINGENTSEE, YOU DO SO AT YOUR OWN RISK, AND ARE RESPONSIBLE FOR COMPLYING WITH ALL LOCAL LAWS, RULES AND REGULATIONS. WE MAY LIMIT THE AVAILABILITY OF CONTINGENTSEE, IN WHOLE OR IN PART, TO ANY PERSON, GEOGRAPHIC AREA AND/OR JURISDICTION WE CHOOSE, AT ANY TIME AND IN OUR SOLE DISCRETION. OUR PRIVACY POLICY DOES NOT COVER THE INFORMATION PRACTICES OF OTHER COMPANIES AND ORGANIZATIONS WHO ADVERTISE OUR SERVICES, AND WHO MAY USE COOKIES, PIXEL TAGS, AND OTHER TECHNOLOGIES TO SERVE AND OFFER RELEVANT ADVERTISEMENTS.**

We will never send e-mail messages to customers requesting confidential information such as passwords, credit card numbers, and/or social insurance/security numbers. Please do not act on any such e-mails (as You may compromise Your Personal Information by replying or by following links to a fraudulent website) and report Your receipt of one right away.

We do not knowingly or intentionally collect Personal Information from children under the age of 13. If You are under the age of 13, please do not submit any Personal Information to us, and rely on a parent or guardian to assist You.

If any portion of this Privacy Policy is deemed unlawful, void, and/or unenforceable by any arbitrator or court of competent jurisdiction, this Privacy Policy as a whole shall not be deemed unlawful, void, and/or unenforceable, but only that portion of this Privacy Policy that is unlawful, void, and/or unenforceable shall be stricken from this Privacy Policy. Any headings are for convenient reference only and are not to affect the interpretation of this Privacy Policy.