

Privacy Policy

Welcome to the Privacy Policy for Cognitive Systems Corp. (“Cognitive”). This policy sets forth Cognitive’s handling of data and other information provided by you in connection with your use of www.aurahome.com (the “Site”) and any product that you may from time to time acquire through the Site (a “Product”). Cognitive respects the privacy of individuals using the Site or a Product (“Customer”) and wants Customer to understand how his or her data and other information is being used by Cognitive.

1. **Definitions**

In this policy, (a) “personal information” means any data or other information that relates to an individual and that identifies, or can be used in conjunction with other reasonably available information to identify, such individual, and (b) “non-personal information” means any data or other information that is not personal information.

2. **Acceptance**

Customer should review this policy carefully, and be sure Customer understands it, prior to ordering a Product or using a Product or the Site. (Accessing the Site solely for the purpose of reviewing this policy or any terms of use relating to the Site is not considered using the Site for purposes of the immediately preceding sentence.) Use of a Product or the Site by Customer is deemed to be irrevocable acceptance by Customer of this policy. If a Customer does not agree to this policy, Customer should not use, and should immediately terminate use of, each Product and the Site.

3. **Information Collected**

Customer consents to the following being collected by Cognitive or a third party on Cognitive’s behalf in connection with ordering a Product or using a Product or the Site:

- personal information (including, but not limited to, name, email address, home address, phone number and credit card information) and non-personal information in connection with (a) Customer’s creating an account on the Site (collectively “Account Data”), (b) Customer’s ordering a Product through the Site (collectively “Order Data”), and (c) Customer’s use of a Product (collectively “Product Data”);
- analytical information from Customer’s computer (including, but not limited to, the computer’s access date and time, browser, connection speed, Internet protocol address, Internet service provider, language, location, manufacturer, activities while a Product or the Site are being used, and operating system), which is non-personal information, through the use of cookies and log files (collectively “Analytical Data”); and

- email address of Customer and the contents of Customer's message when Customer sends an email message to Cognitive in connection with Customer's use of a Product or the Site (collectively "Mail Data").

Account Data, Order Data, Mail Data and some Product Data are voluntarily provided by Customer to Cognitive when creating an account on the Site, ordering a Product through the Site or sending email to Cognitive. Analytical Data and some Product Data are automatically collected when Customer uses a Product or the Site.

Cognitive will retain Account Data, Order Data, Product Data and Mail Data in its primary and backup files only to an extent that is consistent with the purposes for which it was provided or for Cognitive's other legitimate business purposes.

Customer may refuse at any time to provide Account Data, Order Data or Product Data when requested to do so in connection with Customer's use of a Product. However, if Customer refuses to provide any Account Data, Order Data or Product Data when requested to do so, Customer may not be able to enjoy the benefits of certain features of a ordering or using a Product, or establishing an account on the Site.

4. **Electronic Communications**

Whether or not a Customer has previously sent an email message to Cognitive, by ordering a Product or using a Product or the Site, Customer consents to Cognitive's sending email messages and other electronic communications to Customer (a) in connection with Customer's use of a Product or the Site, (b) in the ordinary course of Cognitive's business or the business of any company affiliated with Cognitive, or (c) for any other legitimate business purpose of Cognitive or a company affiliated with Cognitive. Since Cognitive and its affiliated companies endeavor to send electronic communications only to individuals desiring to receive them, Customer can unsubscribe to such electronic communications at any time by contacting Cognitive as set forth in Section 15 or by following the directions contained in such electronic communications.

5. **Analytical Data**

When Customer uses the Site, Cognitive automatically collects Analytical Data through its use of cookies and log files. "Cookies" are code placed on Customer's computer by the Site that enable the Site to, among other things, (a) recognize the computer as having previously been used by Customer to access the Site, and (b) provide the Site with details of such prior use, whereas "log files" are files that record events occurring on Cognitive's servers. Customer's browser may provide Customer with the ability to not accept cookies, as well as the ability to delete already-existing cookies. If Customer refuses, or deletes previously-existing, cookies from the Site, Customer may not be able to enjoy some features of the Site.

6. **Protection**

Cognitive will use commercially reasonable efforts to protect all personal information contained within Account Data, Order Data, Product Data and Mail Data from loss or unauthorized access, disclosure and use. However, no transmission over the Internet, or electronic storage, of data or other information is completely secure, and it is possible that Account Data, Order Data, Product Data or Mail Data could be lost or accessed, disclosed or used without authorization, even if commercially reasonable efforts are used to protect such data from loss or unauthorized access, disclosure or use. In providing data and other information in connection with Customer's use of a Product or the Site, Customer must assume the risk that loss or unauthorized access, disclosure and use of such data and other information could occur. Customer waives and releases all claims against Cognitive arising therefrom to the maximum extent permitted by applicable law.

7. **Use and Disclosure**

All Account Data, Analytical Data, Mail Data, Order Data and Product Data (collectively "Collected Information") may be used by Cognitive for any legitimate business purpose, unless expressly stated otherwise in this policy or in a writing signed by Cognitive. If this policy, or Cognitive in writing, expressly states that any Collected Information will only be used for a specific purpose, Cognitive will only use it for such purpose, unless Customer subsequently consents to its being used for another purpose.

Subject to Section 6, Cognitive will not intentionally disclose any personal information of Customer contained within Collected Information, except that Cognitive may at any time, in its sole discretion, disclose any Collected Information, whether or not such Collected Information was furnished for a specific purpose, to (a) third parties retained by Cognitive (including, but not limited to, any contractors or vendors of Cognitive) for any purposes for which Cognitive could use such Collected Information, (b) comply with, or as permitted by, any applicable law or comply with any government request, (c) cooperate with law enforcement, and other third parties, in investigating a claim of fraud, illegal activity or infringement of intellectual property rights, (d) protect the rights, property or legitimate business interests of Cognitive or a third party, or (e) transfer such Collected Information to a third party purchasing all, or substantially all, of Cognitive's assets. While any Collected Information is in the possession of a third party pursuant to clause (a) of the immediately preceding sentence, Cognitive will be responsible for such third party's disclosing and using such Collected Information in accordance with this policy.

Analytical Data will only be used by Cognitive (a) to record the use of a Product and the Site by Customer's computer, (b) to diagnose problems with a Product and the Site, (c) to improve a Product and the Site and make them more useful to all customers of Cognitive, and (d) for other legitimate business purposes of Cognitive and companies affiliated with Cognitive.

8. **Third-Party Sites**

A Product and the Site may contain links to, or be accessible from, web sites that are provided by third parties and that, in the case of such links only, Cognitive believes are reputable (individually a “Third-Party Site”). Customer’s use of a Third-Party Site will be subject to such Third-Party Site’s terms of use and other provisions, and Customer is solely responsible for compliance therewith. This policy does not cover the privacy policies or practices of any Third-Party Site, and Cognitive is not responsible for any information submitted by Customer to, or otherwise collected by, any Third-Party Site. Cognitive is only responsible for Collected Information obtained by it in connection with Customer’s authorized use of a Product or the Site. A Customer should consult each Third-Party Site for its privacy policy or practice before submitting any information to, or otherwise using, such Third-Party Site. To the maximum extent permitted by applicable law, a Customer waives and releases all claims against Cognitive arising from data and other information submitted by Customer to, or that is otherwise collected by, any Third-Party Site.

9. **Disclaimer**

Cognitive does not make any warranty or representation to Customer with respect to any Collected Information. Without limiting the generality of the immediately preceding sentence, Cognitive does not warrant or represent that any Collected Information is or will be accurate or error-free. Customer is solely responsible for the accuracy of all Account Data, Mail Data and Order Data provided by Customer.

10. **Applicable Law**

This policy is governed by, and construed in accordance with, the laws of the Province of Ontario, without regard to its principles of conflict of laws.

11. **Dispute Resolution**

Any complaint of Customer relating to Collected Information or this policy (including, but not limited to, any claim that Cognitive has failed to comply with this policy) must first be submitted to Cognitive as set forth in Section 15, and Cognitive must be given a reasonable opportunity of not less than 30 days to investigate and respond to such complaint. Upon Cognitive’s completing such investigation and so responding, Cognitive and Customer must then attempt, in good faith, to promptly resolve any remaining aspects of Customer’s complaint. If any aspect of Customer’s complaint remains unresolved after a reasonable period of time of not less than 30 days, and Customer decides to pursue other remedies, Customer may, within one year after Cognitive receives Customer’s initial complaint, commence litigation against Cognitive in connection with the unresolved portion of such complaint only in a court located in a county in the United States in which Cognitive has a place of business (or if there is no such county, in any state in which Cognitive has qualified as a foreign corporation to do business) and having subject matter jurisdiction over such complaint. Customer consents to any such court being a proper venue for such complaint and waives any right to object to such court being an improper venue,

whether for convenience or otherwise. If any such dispute is submitted to a court as set forth herein, Customer (a) waives any right to have to a jury trial, (b) consents to all findings of fact being determined by the presiding judge, (c) waives any right to bring or join any claim against Cognitive as a member or other participant in any class action or other similar form of litigation, and (d) disclaims the applicability of the United Nations Convention on Contracts for the International Sale of Goods to this policy.

12. **Entire Agreement**

Except as set forth in this Section, this policy contains the entire agreement, and supersedes all prior oral and written agreements, proposals and understandings, between Customer and Cognitive, with respect to any Collected Information. If Customer uses a Product or the Site, such use will be subject to this policy, plus any other agreement between the parties that is applicable thereto (including, but not limited, any applicable terms of sale and license agreement). To the extent there is any conflict or inconsistency between any provision of such other agreement and any provision of this policy, the latter shall control.

13. **Severability**

Whenever possible, each provision of this policy shall be interpreted to be effective and valid under applicable law. If, however, any such provision shall be prohibited by, or invalid under, such law, it shall be deemed modified to conform to the minimum requirements of such law, or if for any reason it is not so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder of such provision, or any other provision of this policy, being prohibited or invalid.

14. **Revisions**

Cognitive may revise any provision of this policy from time to time by (a) posting the revised provision so that it is accessible to Customer in connection with Customer's use of a Product or the Site, or (b) notifying Customer of the revised provision in an email message or other notice sent to Customer at the address for Customer in Cognitive's records. Any such revision will be effective immediately upon such posting or Customer's receipt of such notice. Customer is responsible for periodically checking this policy on the Site for revisions to this policy and will be deemed to have received any such notice immediately upon its being sent to Customer by Cognitive via email, or five days after it is placed in regular mail, with postage prepaid, as set forth in this Section.

15. **Additional Information**

If Customer has any questions or complaints, or desires additional information, regarding Cognitive's handling of personal information or non-personal information, or otherwise relating to this policy, Customer must contact Cognitive at privacy@cognitivesystems.com or as follows:

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