

LIGHTOUCH PRIVACY POLICY & TERMS OF SERVICE

At Lighttouch Technologies Inc. we truly care about your privacy. As creators of apps for children we are aware of the requirements of COPPA (Children's Online Privacy Protection Act). We do not collect personal or sensitive data from children under age 13 unless we have informed and asked an adult for consent. We are upfront about what our apps contain, so there are no hidden surprises.

Lighttouch website and online platform (www.lighttouch.ca) also known as "website", is dedicated for the whole family, while our mobile app (Touli's World) hereafter "App" is designed mainly for young children with adult supervision.

Lighttouch may change or update this Privacy Policy at any time as we add new or different features, or as the law changes. Unless another date is given, the changes are effective upon posting. If we make a material change to this policy, we will post notice here before making the change. The Privacy Policy is also part of our Terms of Service that explain your rights and responsibilities when using Lighttouch' services and sites. If you don't agree with this Privacy Policy or the Terms of Service, you should not use the sites and services.

Lighttouch Technologies Inc.' Policy was last updated on Sep 21st, 2020.

Specific Information for the Apps

Child-friendly Apps

We are proud to call our app child-friendly based on the following:

- We do not have any third-party advertising;
- We do not collect or share any personal or sensitive data unless we have informed and/or asked for consent; and
- We use parental gates for all content that could either lead to an external website or an in-app purchase.

Data Collection Limited to Non-personal Data

We do not collect personal data that includes your phone number, email address or any other personally identifiable information in the Apps. In some Apps we do collect sensitive data. This includes asking for permission to use your location, camera and bluetooth. These specific Apps are listed further down below and marked with "sensitive data collection".

Any usage statistics are anonymous and there is no account sign-up process in the Apps. For the non-personal data that is collected, we use trusted third-party services such as Flurry Analytics, Unity, One Signal and Firebase. They store the data securely and do not share it with anyone else. We are using the restricted version of their analytics product designed specifically for use with Apps for children, meaning that the anonymous data

created from the Apps is not used anywhere else in their system, it's only for us to improve the Apps.

We collect the following information:

- What device you are using and which version of the operating system;
- Your country, to help us choose which languages to add to the app;
- Crash reports, telling us where in the app it crashed and what the problem might be;
- Information on your user patterns, such as how long the app was used for, how many times it has been opened and what you do or click while using it so we know what to improve/do more of;
- Which screens/characters/features/games are most popular

Why We Collect Information Inside the Apps?

Anonymous usage statistics, also called analytics, help us improve an app once it has been released. If we had no analytics, we would have no idea if anyone is using our apps, if they are getting stuck on certain screens or if the app crashes.

Children

We do not purposely collect any personal data from children. If you believe we have mistakenly collected such information, please contact us so we can resolve the issue.

General Information for the Websites and Apps

What Kind of Information is Collected?

To carry out and improve our services, to personalize user experience and to process payments, we collect two types of data: non-personal data, and personal data.

Non-personal data is data which does not directly identify an individual or which may have been personal information but has had the personally identifiable information removed. Lightouch may collect non personal information about the use of the Websites and Apps to help us improve our services.

Personal data is personally identifiable information that identifies a user. Lightouch does not collect **sensitive** personal data in any of its Apps (see separate section above). Lightouch may collect personal data that adults voluntarily provide on the Websites.

We Only Collect Personal Data from Adults

We collect personal data when a parent or educator (i) creates an account on Lightouch's website or app, (ii) subscribes to a newsletter or other alert, (iii) submits content to a forum or blog, (iv) requests technical support, or (v) purchase products on the Websites. This data may include a name, email address, credit card information, and demographic information. This information may be used to contact parents or educators about new services and features if consent to receive them has been given. Please note that if you contact us for help we will only use your email address to reply to your question. However,

we do not collect sensitive personal data from children or adults when downloading or using the Apps.

You have a right to know upon request which personal data we have stored for you, and you may instruct us to change or remove any or all information about you. If you want, you can easily unsubscribe from any further news or updates. If you want to make any of these requests or changes, please do not hesitate to contact us at contact@lighttouch.ca

Legal Basis for Processing Personal Data

We collect and process personal data only where we have legal bases for doing so under applicable laws. The legal bases depend on the services you use and how you use them.

This means we collect and use your information only where:

- We need it to provide you the services, including operate the services, provide customer support and personalized features and to protect the safety and security of the services;
- It satisfies a legitimate interest (which is not overridden by your data protection interests), to market and protect our legal rights and interests;
- You give us consent to collect and/or use your personal data for a specific purpose; or
- We need to process your personal data to comply with a legal obligation.

Please note that it is always your choice whether or not to provide personal data but if you choose not to provide certain requested data, you may not be able to use the Websites or Lighttouch's services.

Third Parties

Lighttouch may use third parties from time to time to deliver a service, such as payment processing, sending emails, optimizing content for the Websites or helping with customer or technical support. We only work with companies that comply with applicable privacy laws and regulations and agree to follow this privacy policy.

We may transfer personal data we have collected from parents and educators to a third party data processor located outside of North America, e.g. we transfer email addresses to our partner E-Create who helps us communicate with the users to Lighttouch's users, and they store their data in Brazil. We will comply with the General Data Protection Regulation in any such transfers to ensure that all data is treated with care and safety.

Links to Other Websites

Occasionally, we include links to other websites. Please note that, once you have used these links to leave our Websites or Apps, we do not have any control over that other website and are not responsible for the protection and privacy of any information which you provide whilst visiting such sites.

Data Retention

User data is retained as long as it is necessary to provide the service. Data is deleted from our records when it is no longer needed within a reasonable timeframe.

How We Protect Your Information

We implement a variety of security measures to maintain the safety of your personal information when you enter, submit, or access your personal information. Our Websites and Apps maintain technical and organizational steps to keep information collected secure, including limiting the number of people who have physical access to our database servers and use of electronic security systems and password protections to guard against unauthorized access.

Cookies

We use cookies to improve the content and analyze the usage of our Websites. You can set your browser to notify you when you are sent a cookie. This gives you the chance to decide whether or not to accept it. If you disable cookies, you may not be able to take advantage of all the features of the Websites or our services.

DISCLAIMER

Lightouch is a non-medical tool and information centre. It does not offer individual service on mental health and would advise anybody seeking such advice to go to their health services. Information given is for general use and should not be viewed as applicable to any individual situation. Whilst every effort is made to ensure the accuracy of information we do not take responsibility for its use by individuals.

Your Consent

By using our site, you consent to our web site privacy policy.

If you have questions, please contact us at: contact@lightouch.ca and we will be happy to answer them.

Lightouch Technologies Terms of Service

Lightouch Technologies Inc. ("Lightouch") [2020-09-26]

These terms ("Terms of Service") hereunder apply to all users of Lightouch's services and apps, as applicable.

I. GENERAL TERMS FOR USE OF THE SERVICE AND THE APPS

1. General

Lightouch is a service that gives you access to use and stream the educational material available at a point in time on the Lightouch web based platform (hereinafter referred to as the "Service").

These Terms of Service constitute an agreement between you as an individual, legal person, other organization or association and Lightouch regarding the use of the Service and the Apps. To access the Service and Apps, you are required to agree to comply with these Terms of Service. By register your account in the Service, and/or downloading the Apps, you agree to these Terms of Service.

2. Agreeing to our terms

To accept these Terms of Service, you have to have the right to enter into a binding agreement with us and not be prevented from doing so under any applicable laws and you must be at least 18 years old.

If you are accepting the Terms of Service on behalf of a corporation or other entity, you represent and warrant that you have the necessary right and authority to enter into these of use on behalf such corporation or entity and to bind such corporation or entity to these Terms of Service.

3. Technical conditions

The Service and the Apps require internet connection, due to its streaming solution and the fact that the Service is available also on the Lightouch's web based platform.

Lightouch is not responsible for errors and/or delays due to your lack of equipment, software and / or internet capacity to use the Service or the Apps. Lightouch reserves the right to change the technical conditions from time to time.

For specific technical conditions for the Apps, please see section 1.

4. Price and payment

For current price information, please see Lightouch's website. Prices are quoted in USD and SEK Prices are including VAT for individuals. In addition to costs under this section (5), there might be additional costs associated with for instance data traffic charges that you pay to your provider/operator, which is managed between you and your provider/operator. This is outside the scope of these Terms of Service.

For specific terms regarding payment for the Service and the Apps, please see section 13 and 17 below.

5. Complaint

If the Service or Apps you have purchased do not work, or if you encounter other errors in the Service or Apps, please contact Lightouch's customer service and make a complaint. For contact details see item 11 below.

6. Lightouch commitments and rights

Lightouch provides the Service and the Apps in its current state. The user agrees that the content of the Service and Apps and its features may be changed at any time without notice. Lightouch strives to offer its users as wide a range of content as possible, but does not guarantee that content you request is available at any time, as content is updated on a regular basis.

Lightouch reserves the right to communicate with you regarding offers, changes or anything else related to Lightouch, the Service or the Apps, through email, phone, or mail. The Service and the Apps are available 24 hours a day. However, Lightouch, does not warrant that the Service and the Apps are always free from errors or interruptions. Lightouch is not responsible for users not being able to access the Service or the Apps due to circumstances beyond Lightouch's control (e.g., but not limited to, overload, network, other communication errors, or error in your equipment). In case of failure or interruption of the Service or the Apps, Lightouch shall be given the opportunity to rectify

these without any breach of contract. Lightouch also has the right to, to a reasonable extent, turn off the Service in order to, for example, conduct upgrades and service.

7. Use of the Service and Apps including User Responsibilities

All content provided through the Service and the Apps is owned by Lightouch or Lightouch's content providers and protected by copyright. By purchasing the Service and/or the Apps, you receive a non-exclusive, limited license to the content that applies during your subscription period (unless otherwise specified) in accordance with these Terms of Service. These Terms of Service do not imply that the ownership or other intellectual property rights of the content of the Service or Apps are transferred to you or to anyone else.

You undertake to not in any way override the technical limitations that are intended to limit the ability to copy content in the Service and the Apps, or disseminate content of the Service or Apps through, for example, sales or rental.

You may not otherwise use the Service or Apps in a manner that violates these Terms of Service or for any illegal purpose. Nor do you encourage anyone else for any use that is contrary to law or these Terms of Use.

As a user of the Service, you are responsible for ensuring that, in your possible reviews/tips, you comply with applicable laws and do not use words or phrases that may be perceived as discriminatory, or offensive in forums that may be associated with the Service, Apps or Lightouch.

For specific terms regarding the user's responsibilities for use of the Service, please see section 16 below.

8. File Protection

All copying and unauthorized diversification of content on the Service and the Apps is prohibited. You are responsible for ensuring that such material is not disseminated to others as provided for in section 7 above in section 16 below.

9. Personal data and cookies

Through your use of the Service and the Apps, and the confirmation of these Terms of Service, you agree to the processing of personal data and that cookies are stored in accordance with Lightouch Privacy Policy.

10. Governing law

These Terms of Service shall be interpreted and governed in accordance with Canadian laws (excluding its choice of law rules). Should any provision of these Terms of Service be deemed to be invalid or impossible to effect, that provision shall in no way affect the ability to enforce the other provisions of these Terms of Service and the application of that provision shall be enforced to the extent permitted by applicable law, provided that these Terms of Service will not be unreasonably unbalanced as a consequence.

If a dispute arises between Lighttouch and the user, the parties will first try to resolve the dispute by mutual agreement. If the parties cannot agree, the dispute shall be settled in Canadian Court, and the Toronto district court shall be the court of first instance.

This clause shall not limit the consumer protection rights that you may be subject to in accordance with current and enforcing legislation in the country of residence.

11. Contact

Lighttouch Technologies Inc. a Canadian limited company, (corporate number: 1181509-1), with its registered office in Toronto, ON, Canada, with registered address 325 Front St W Suite 300. To get in touch with Lighttouch, please send an email to contact@lighttouch.ca.

II. SPECIFIC TERMS FOR USE OF THE SERVICE

12. Register an account

To access the content of the Service, you must register and create a user account. You are responsible for providing accurate information about yourself, and for not providing others access to your login details or password. Registering a user account is only possible with a valid email address.

13. Changes in Terms of Service

Lighttouch reserves the right to change these Terms of Service due to material changes in circumstances, changes in the production, acquisition or other costs of the Service or due to other acceptable reasons.

Changed terms relating to the Service must be notified by email or a message in the Service and the updated terms will be published on Lighttouch's website. Changes that are of obvious benefit to you as a user do not require notification. If you do not accept the changes under this section, you can not continue to use the Service.

14. Termination

If you violate these Terms of Service, Lighttouch reserves the right to immediately terminate you from the Service, thus discontinuing the ability to access content and educational materials that you have purchased. A violation may also result in a responsibility to pay damages to Lighttouch.

If you wish to terminate your use of the Service, you can delete your account under settings. If you have any questions, please contact Lighttouch customer service, see item 11 above.

15. Specific terms for user responsibilities

Despite the limitations in section 7 above, do you as a user to the Service, with an account as an educator, have a right to copy material to use it in your teaching and in projects connected to your employment as an educator.

You are responsible for ensuring that the email address you entered is correct and current as the majority of the communication regarding your use of the Service and your purchases will be via email.

If you suspect that unauthorized use is made by your user account, you should immediately notify Lighttouch and change your password. Lighttouch has the right to immediately block your access to the Service in case Lighttouch has reason to suspect that your account is being abused.

III. SPECIFIC TERMS FOR USE OF THE APPS

16. Specific payment information

Payment for the Apps are made through the payment solution in the applicable App Store. For any questions regarding payment methods or volume purchases, please contact Lighttouch customer service. For contact details, see item 11 above.

17. Specific technical conditions

The user ensures that he or she has the latest version of his/her device in order to use the Apps.

Please note that the Apps downloaded from Apple App Store may require that the users entity's iOS is new enough. The required iOS may differ between the Apps and can be altered in the future.

For any questions regarding the required iOS, please contact us at contact@lighttouch.ca. For other contact details, see item 11 above.