

PRIVACY STATEMENT

Eli Technologies Corp. (“Eli”, “we” or “us”) is committed to protecting your privacy and safeguarding your personal information. The purpose of this privacy statement is to inform you about our privacy practices, including how we collect, use and disclose your personal information.

This privacy statement relates to all of our activities (the “Services”) relating to www.octoai.com (the Site”). Please see our Terms of Service following this Privacy Statement.

Please review this privacy statement carefully. By submitting your personal information to us, by registering for or using any of the services we offer, by using our website, or by voluntarily interacting with us, you consent to our collecting, using and disclosing your personal information as set out in this privacy statement, as revised from time to time.

WHAT’S IN THIS PRIVACY POLICY?

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Meaning of Personal Information

"Personal information" means information about an identifiable individual. This information may include, but is not limited to, your name, mailing address, e-mail address and telephone number.

Personal information does not include any business contact information that is solely used to communicate with you in relation to your employment, business or profession, such as your name, position name or title, work address, work telephone number, work fax number or work electronic address.

Personal information also does not include information that has been anonymized or aggregated in such a way that there is no serious possibility it can be used to identify an individual, whether on its own or in combination with other information (“Anonymized Data”).

Your Consent to Collection, Use and Disclosure

We collect, use and disclose your personal information with your consent or as permitted or required by law. How we obtain your consent (i.e. the form we use) will depend on the circumstances, as well as the sensitivity of the information collected. Subject to applicable laws, your consent may be express or implied, depending on the circumstances and the sensitivity of the personal information in question. If you choose to provide personal information to us, we assume that you consent to the collection, use and disclosure of your personal information as outlined in this privacy statement.

Typically, we will seek your consent at the time your personal information is collected. Where we want to use your personal information for a purpose not previously identified to you at the time of collection, we will seek your consent prior to our use of such information for this new purpose.

You may withdraw your consent to our collection, use or disclosure of your personal information at any time by contacting us using the contact information in the "Contact Us" section below. However, before we implement the withdrawal of consent, we may require proof of your identity. In some cases, withdrawal of your consent may mean that we will no longer be able to provide certain products or services.

If you provide personal information about another individual to us, it is your responsibility to obtain the consent of that individual to enable us to collect, use and disclose his or her information as described in this privacy statement.

Personal Information We Collect

Services. We collect the following information when you use the Services:

- **Account information:** we collect contact and profile information in connection with the creation and management of your user account, such as your name, e-mail address and password, your occupation and brokerage/employer.
- **User submitted information:** we collect information that you submit through your use of the Services.
- **Usage data:** we automatically collect usage data and other analytics to provide us with information about how the Services are being used and the different types of activities undertaken by users of the Services, such as the date, time, device and location of use, as well as sharing and commenting data. This information is occasionally aggregated and anonymized for service, usage and performance monitoring purposes.

Websites. Like most websites and other Internet services, we may collect certain technical and device information about your use of our websites, including the websites used to provide the Services. Such information may include your Internet protocol address, information about your device, browser and operating system, and the date and time of your visit. We may also use "cookies" or enlist third party services which use cookies to track your preferences and activities on our websites. Cookies are small data files transferred to your computer's hard-drive by a website. They keep a record of your preferences, making your subsequent visits to the site more efficient. Cookies may store a variety of information, including the number of times that you access a site, your registration information and the number of times that you view a

particular page or other item on the site. The use of cookies is a common practice adopted by most major sites to better serve their users. Most browsers are designed to accept cookies, but they can be modified to block cookies. See your browser's help files for more information. You should note, however, that without cookies some of the functions of our websites may not be available.

Other Interactions. If you otherwise interact with us, whether in person, by phone or email, through social media or otherwise, including if you might be interested in acquiring our products or services, sign-up to receive newsletters or other communications, or respond to surveys and questionnaires, we may collect information that you provide to us during these interactions. This information may include your name, e-mail address and other contact information.

We do not collect payment card information. If you make an online payment using a payment card, such as a credit card or debit card, your payment is submitted through our online payment processing service provider and your payment card information is collected and processed by that service provider.

How We Use Your Personal Information

We may use your personal information for purposes such as:

- to provide you with our products and services and to support your use of our products and services;
- to contact you relating to our products and services;
- to monitor and improve our products and services, and to develop new products and services;
- to analyze the needs and activities of our customers to help us better serve them;
- to conduct research and analysis related to our business, products and services;
- to respond to inquiries and other requests;
- to collect opinions and comments in regard to our products and services;
- to provide you with information that we think may interest you, including in regards to our products and services;
- to create Anonymized Data by aggregating or otherwise anonymizing information; and
- to investigate legal claims.

We may use your personal information for purposes for which we have obtained your consent, and for such other purposes as may be permitted or required by applicable law.

How We Share Your Personal Information

We rely on third party services providers to perform a variety of services on our behalf, such as e-commerce providers, payment card processors, telephone and technical support providers, hosting, data storage and processing service providers, and research and analytics providers.

If we provide your information to service providers, then we require that the service providers maintain the confidentiality of your personal information and keep your personal information secure. We also require that they only use your personal information for the limited purposes for which it is provided. When our service providers no longer need your personal information for those limited purposes, we require that they dispose of the personal information. In some circumstances, we may permit our service providers to retain aggregated, anonymized or statistical information that does not identify you. We do not authorize the service providers to disclose your personal information to unauthorized parties or to use your personal information for their direct marketing purposes. If you would like more information about our service providers, please contact us using the contact information in the “Contact Us” section below.

Additionally, we may use and disclose your information when we believe such use or disclosure is permitted, necessary or appropriate: (a) under applicable law, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to requests from public and government authorities, including public and government authorities outside your country of residence; (d) to enforce the terms of the agreements for our products and services; (e) to protect our operations or those of any of our affiliates or subsidiaries; (f) to protect our rights, privacy, safety or property, and/or those of our affiliates, you or others; and (g) to allow us to pursue available remedies or limit the damages that we may sustain. In addition, we may transfer your personal information and other information to a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, brands, affiliates, subsidiaries or other assets.

If we otherwise intend to disclose your personal information to a third party, we will identify that third party and the purpose for the disclosure, and obtain your consent.

Opting Out of Communications

If you no longer want to receive marketing-related emails from us, you may opt-out of receiving marketing-related emails by clicking the “unsubscribe” link at the bottom of any email you receive from us. You may also opt-out by contacting us directly using the contact information in the “Contact Us” section below.

We will endeavour to respond to your opt-out request promptly, but we ask that you please allow us a reasonable time to process your request. Please note that if you opt-out from receiving marketing-related emails, we may still need to send you communications about your use of our products or services, or other matters.

Retention of Personal Information

We will use, disclose or retain your personal information only for as long as necessary to fulfill the purposes for which that personal information was collected and as permitted or required by law.

Information Security

We have implemented physical, organizational, contractual and technological security measures with a view to protecting your personal information and other information from loss or theft, unauthorized access, disclosure, copying, use or modification. We have taken steps to ensure that the only personnel

who are granted access to your personal information are those with a business 'need-to-know' or whose duties reasonably require such information.

Despite the measure outlined above, no method of information transmission or information storage is 100% secure or error-free, so we unfortunately cannot guarantee absolute security. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of any information that you provided to us has been compromised), please contact us immediately using the contact information in the "Contact Us" section below.

Accessing and Updating Your Personal Information

We will take steps to ensure that your personal information is kept as accurate, complete and up-to-date as reasonably necessary. We will not routinely update your personal information, unless such a process is necessary. We expect you, from time to time, to supply us with updates to your personal information, when required.

You may make a written request to review any personal information about you that we have collected, used or disclosed, and we will provide you with any such personal information to the extent required by law. You may also challenge the accuracy or completeness of your personal information in our records. If you successfully demonstrate that your personal information in our records is inaccurate or incomplete, we will amend the personal information as required.

We may require that you provide sufficient identification to fulfill your request to access or correct your personal information. Any such identifying information will be used only for this purpose.

International Transfer and Storage of Information

Your personal information may be stored and processed in any country where we have facilities or in which we engage third party service providers. As a result, your personal information may be transferred to countries outside your country of residence, which may have different data protection rules than in your country. While such information is outside of your country, it is subject to the laws of the country in which it is located, and may be subject to disclosure to the governments, courts or law enforcement or regulatory agencies of such other country, pursuant to the laws of such country.

Third Party Websites and Services

This privacy statement applies only to our products and services. This privacy statement does not extend to any websites or products or services provided by third parties. We do not assume responsibility for the privacy practices of such third parties, and we encourage you to review all third party privacy policies prior to using third party websites or products or services.

Children's Information

Our products and services are not intended for children under the age of 16, and we do not knowingly collect personal information from children under the age of 16. Children under the age of 16 should not use our products and services and should not provide us with their personal information.

Privacy Statement Updates

This privacy statement is current as of the “updated” date which appears at the top of this page. We may modify this privacy statement from time to time. When changes are made to this privacy statement they will become immediately effective when published in a revised privacy statement posted on our website unless otherwise noted. We may also communicate the changes through our services or by other means. By submitting your personal information to us, by registering for or using any of the services we offer, by using our website, or by voluntarily interacting with us after we publish or communicate a notice about the changes to this privacy statement, you consent to our collecting, using and disclosing your personal information as set out in the revised privacy statement.

Contact Us

All comments, questions, concerns or complaints regarding your personal information or our privacy practices should be sent to our Privacy Officer as follows:

Address: Attention: Privacy Officer
 Eli Technologies Corp.
 200 – 144 W 5th Ave
 Vancouver, BC V5Y 1H7

By e-mail: privacy@octoai.com

TERMS OF SERVICE

These Terms of Service (this "Agreement") set forth the terms and conditions that apply to your access and use of the internet websites located at the Site, each owned and operated by Eli Technologies Corp. ("Eli", "we", "our" or "us"), and the Services available thereon.

BY ACCESSING OR USING THE SITE OR SERVICES YOU ARE INDICATING YOUR ACCEPTANCE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MUST NOT ACCESS OR USE THE SITE OR THE SERVICES. IF YOU ARE DISSATISFIED WITH THIS AGREEMENT OR ANY RULES, POLICIES, GUIDELINES OR PRACTICES APPLICABLE TO THE SITE OR SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE AND SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" WILL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

By accepting this Agreement, you agree to be bound by the terms and conditions of this Agreement, as well as Eli's Privacy Statement located above.

Eli may update this Agreement or the Privacy Statement at any time, without notification to you, and you should review this Agreement and the Privacy Statement from time to time by accessing the Site. Your continued use of the Site and/or the Services will be deemed irrevocable acceptance of any such revisions. Before you continue, you should print or save a local copy of this Agreement and the Privacy Policy for your records.

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Exclusive Remedy and Limitation of Liability

YOU AGREE THAT, UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT OR TORT, WILL ELI OR ITS OWNERS, OFFICERS, DIRECTORS, AFFILIATES, CONTRACTORS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU OR ANY THIRD PARTY ACTING ON YOUR BEHALF FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES OR THE COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES (EVEN IF ELI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF OR YOUR INABILITY TO USE THE SITE OR SERVICES, OR FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT. ELI'S TOTAL AGGREGATE LIABILITY FROM ANY AND ALL CLAIMS UNDER THIS AGREEMENT IS LIMITED TO THE LESSER OF: (A) \$100; AND (B) THE TOTAL AMOUNTS YOU PAID TO ELI IN THE ONE (1) YEAR IMMEDIATELY PRECEDING THE OCCURRENCE OF LOSS OR DAMAGE. TO THE EXTENT ANY PROVINCE, STATE OR JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ELI'S LIABILITY IN SUCH PROVINCE, STATE OR JURISDICTION WILL BE LIMITED TO THE FURTHEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING THE FOREGOING OR ANYTHING ELSE HEREIN TO THE CONTRARY, ELI WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY ACTING ON YOUR BEHALF IN ANY WAY WITH RESPECT TO YOUR PROVISION OF AN INDIVIDUAL'S PERSONAL INFORMATION TO ELI OR

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