



CONSENT AND INFORMATION FORM — PARENTS/GUARDIANS, YOUTH, AND INDEPENDENT ADULTS

IMPORTANT NOTICE TO PARENTS/GUARDIANS AND INDEPENDENT ADULTS:

Please read this document carefully before providing your consent. This form explains how we collect, use, and share your and your child's personal information, including video recordings made at our facility. If you are an adult attending without a child, this form also applies to you in your own right. Joyly Inc. uses two different camera systems — including an AI-enabled child-location system supplied by Masterly Inc. — which makes it different from a traditional indoor playground.

1. ABOUT JOYLY AND THIS FORM

a. What is Joyly?

Joyly Inc. (“Joyly”, “we”, “us”) operates family-oriented indoor play facilities in Ontario (each, a “Facility”). This form applies to every Joyly Facility you or your child visit. Each Facility includes indoor play and game areas open to visitors of all ages (which may include a soft playground designed primarily for children aged up to 12 years old, and arcade-style games intended for all ages) and may include a Nail Salon and other amenities that vary by location. Adults may enter play areas, for example to accompany or assist a child. Where a Facility contains a Delight Zone — the area where guests take food and beverages supplied by Masterly Food Inc. — that area is operated by Masterly Food Inc. under its own posted privacy notice, including in respect of its billing technology, and is not covered by this form.

b. Two Camera Systems — What Makes Joyly Different

1. Security cameras (always on): Conventional security cameras, mounted on walls and ceilings, record continuously throughout the Facility's play and common areas for safety and security. These cameras do not use AI processing. Everyone present is recorded by these cameras — recording is not optional for anyone at the Facility.

2. AI child-location system (on-demand only): Designated areas of the Facility are also covered by an AI-enabled camera system supplied and operated by Masterly Inc. This system is inactive by default. It records and processes video only during an activated session, which occurs when (i) a member who has purchased the child-location service (a “VIP Member”) activates it to locate and monitor their own child, or (ii) Joyly staff activate it to locate a lost child or respond to an emergency. When activated, the system first locates the designated child using a wireless device worn by the child — currently a wristband (the “Wristband”, which term includes any successor wearable or portable device serving the same functions) — as described in Section 2(c), and then provides a short live video stream of up to 20 seconds. Because a single camera's view can be obstructed, more than one camera covering the area (typically three or four) may activate during a session so the child can be located reliably. During a session, the system automatically blurs the faces of other people in the live view shown to the parent/guardian or staff — no person reviews the video frame by frame to do this — and may highlight the VIP Member's child (the designated child).

The areas covered by the AI system are identified at the Facility and may change from time to time as the Facility evolves. Cameras of either kind are never installed in washrooms, nursing rooms, or change areas.

Adults are recorded too: Parents, guardians, and other accompanying adults who enter play areas — for example, to help or pick up a child — are recorded by the security cameras and may be captured in AI sessions activated by other members or staff. The same is true of adults who attend without any enrolled child — for example, adult guests, caregivers or relatives who are not the parent/guardian, adults attending parties or events, and adults visiting the Nail Salon or other amenities. This form therefore asks for your consent on your own behalf as well as on behalf of your child, as applicable.

Check-in: Every visit begins with check-in on the parent/guardian's or adult visitor's Joyly profile. Receptionists grant access to the Facility only after confirming that enrolment, consents, and (where applicable) youth assent are in order.

c. Why Do We Need Your Consent?

Canadian privacy law (the Personal Information Protection and Electronic Documents Act, or “**PIPEDA**”) requires us to obtain your informed consent before we collect, use, or share your or your child's personal information. Because we collect sensitive information — video recordings of children — we need the consent of a parent or legal guardian for every enrolled minor, and the agreement of youth aged 13 to 17 (Section 9(b)), and every adult participant must consent to the collection and use of their own information (Section 9(a) or 9(c)). This form explains what we collect, how we use it, who we share it with, and your rights.

d. Interpretation

In this form, words in the singular include the plural and vice versa, and references to any person or role imply no assumption about number, gender, or family structure. Read this form as it applies to your own circumstances: references to “your child” mean each enrolled child for whom you are responsible, and “parent/guardian” means whichever person holds that role. If you are a youth aged 13 to 17 attending on your own, references to “you” and “your child” should be read as referring to you, and consent tasks described as a parent's or guardian's are handled through the assent process in Section 9(b) together with your parent's or guardian's consent. If you are an adult attending the Facility without an enrolled child (an “**Independent Adult**”), references to “your child” do not apply to you, this form should be read as covering only your own personal information, and your consent is given under Section 9(c). An Independent Adult includes, for example, an adult visiting on their own, an adult guest at a party or event, an adult client of the Nail Salon, and an accompanying adult (such as a relative or caregiver) who is not the parent or legal guardian of an enrolled child.

2. WHAT INFORMATION WE COLLECT

a. Security Camera Recordings (Continuous)

The security cameras record continuous video (without audio, unless otherwise posted) of the Facility's play and common areas, including everyone present. These recordings are used for the safety, security, and administrative purposes in Section 3(a) and are not processed by AI.

b. AI Child-Location Session Recordings (On-Demand)

When a session is activated by a VIP Member or by staff, the AI system records and processes video of the covered area for the duration of the session. A session captures:

- The designated child being located (who may be highlighted by the system);
- Other children and adults present in the covered area during the session (their faces are automatically blurred in the live view shown to the viewer); and

- Movement and location information used to find and follow the designated child.

Important: the underlying session recording is unblurred. Blurring is applied to the live view shown to the viewing parent/guardian or staff; the recorded footage retained by the system includes unblurred images of everyone captured in the session. However, before any session recording is used for AI training, the faces of everyone other than the designated child are blurred (see Section 3(b)).

The system is not used to perform facial-recognition identification of visitors and is not used to build individual profiles of identified children.

c. Wristband Location Data

A VIP Member's child wears the Wristband while at the Facility, particularly in the soft playground. The Wristband is a passive device: it does not store personal information, does not record video or audio, has no GPS, and works only with equipment installed inside Joyly Facilities — it cannot locate or track anyone outside a Joyly Facility.

How location works: equipment inside the Facility continuously receives wireless signals from Wristbands. These signals are relayed to Joyly's systems only transiently — they are held for less than a minute and then discarded without being saved. A Wristband's signals are used and a record is created, only in two scenarios: (1) the VIP child-location service — when a session is activated to locate the enrolled child and direct the video stream; and (2) emergencies — when staff activate a search to locate a lost child or respond to an emergency. Outside these activations, no location records are kept and no one's movements are tracked, stored, or analyzed. Location data is not used for analytics or marketing.

Location-related data generated during these activations may be shared with Masterly Inc. and used to train the AI system, fine-tune non-AI components of the system, and ensure the quality of the service.

Wristbands do not currently serve any other function. In the future, they may support additional features; any new use of personal information would be disclosed, and consent updated, before it begins.

3. HOW WE USE YOUR AND YOUR CHILD'S INFORMATION

a. Primary Uses (Facility Operations)

- **Child location and parental monitoring:** Operating the AI child-location service for VIP Members — Wristband-based location of the enrolled child and the short live video stream of up to 20 seconds.
- **Lost children and emergencies:** Staff activation of the AI system to locate a lost child or respond to an emergency.
- **Safety and security:** Continuous security-camera monitoring; preventing, detecting, and investigating theft, vandalism, unauthorized access, and other unlawful activity; documenting and responding to incidents.
- **Administration:** Enrolment, attendance, incident documentation, insurance, and legal compliance.

b. AI Technology Development and Training

Important information: session recordings may be used to develop and improve AI technology owned by Masterly Inc. If your child is the designated child of a session, their images are used unblurred;

everyone else captured in a session has their face blurred before the footage enters any training dataset.

Legal Relationship Between Organizations:

Joyly is a separate legal entity from Masterly Inc. Joyly operates the Facility and is responsible for protecting your information under Canadian privacy law. Masterly Inc. is a technology company that supplies and operates the AI child-location system. Joyly's arrangement with Masterly Inc. permits Masterly Inc. to access and use session recordings for AI technology development. Masterly Inc. owns all intellectual property rights in the AI technology and any products developed using the recordings.

When you consent to this form, you are agreeing that:

- **Session recordings may be used to train and improve the AI.** To make the system better at locating children and blurring faces, Masterly Inc. trains it on real session footage. Before footage enters a training dataset, the faces of everyone other than the session's designated child are blurred. This means: if you purchase the child-location service, your designated child's unblurred images are used for training; if you or your child are captured in a session activated by someone else, your images appear in training data only with faces blurred (though body type, clothing, and movement remain visible).
- **Derived and de-identified data are also used for quality assurance.** Masterly also uses blurred outputs and de-identified data to test whether the system's results meet quality standards, and for research, including studies of AI application, movement, play, and safety.
- **The AI technology may be commercialized.** AI technology developed using session recordings may be used by Masterly Inc. and its affiliates in other products, services, and facilities, and may be licensed to other organizations, in Canada or internationally.
- **Masterly Inc. will have access to session recordings and activation location data.** The AI system belongs to Masterly Inc., which processes session recordings — and location data generated during activations, used to train the AI system, fine-tune non-AI components, and ensure service quality — for the purposes described in this form.

De-identification Process:

When data is de-identified: names, account, and check-in linkages are removed; faces are blurred or removed; and random codes are assigned that cannot be linked back to an individual without a separately stored, restricted key. However, characteristics such as body type, clothing, and movement patterns remain, and while we implement measures to prevent re-identification, we cannot guarantee that determined parties could not re-identify individuals by combining data sources.

You will not receive compensation for your or your child's contribution to AI development or research, even if the technology is commercialized and generates revenue for Masterly Inc. or its affiliates.

c. Marketing and Promotional Uses

This form does not grant any marketing or promotional rights.

4. WHO WE SHARE INFORMATION WITH

a. Technology Partners and Service Providers

- **Development Partners:** Masterly Inc. (technology owner; supplies and operates the AI child-location system; creates and assists maintaining the Joyly website and supplies

hardware/software solutions; receives session recordings and activation location data for AI training, system fine-tuning, and quality assurance).

- **Cloud Computing and Storage Providers:** Google Cloud Platform (GCP) and Amazon Web Services (AWS), each of which may store and process video recordings, photographs, and associated data. These companies may store data on servers located in Canada and/or the United States.
- **AI Technology and Service Providers:** OpenAI and Anthropic (providers of large language models and AI analysis tools; may process video, image, and text data) and Nvidia (provider of AI computing infrastructure and tools; may process video, image, and text data).

Important Privacy Information:

- These providers will have access to recordings and data in order to provide services to Joyly or to Masterly Inc.;
- Data may be processed and stored on servers located in the United States as well as Canada;
- When data is stored or processed in the United States, it may be subject to access by U.S. government authorities under U.S. laws (including the CLOUD Act and related legal mechanisms), potentially without your knowledge or consent; and
- We select providers offering enterprise-level privacy protections and require confidentiality and security commitments, but we cannot monitor providers' practices in real time, and provider terms may change over time.

b. Other Disclosures

We may share your or your child's information without additional consent when:

- Required or authorized by law (e.g., court order, subpoena, warrant, statutory obligation);
- Necessary to protect health or safety in an emergency (e.g., sharing information with paramedics);
- Required to report suspected child abuse or neglect to a Children's Aid Society or police;
- Necessary to investigate or prevent serious harm to your child, other visitors, or third parties; or
- Required for legal proceedings involving Joyly or the technology and services supplied by Masterly Inc., where the information is relevant to the matter.

Joyly does not sell personal information. Masterly Inc. does not sell or license the recordings themselves to other organizations; however, as described in Section 3(b), AI technology developed using the recordings may be commercialized.

5. HOW WE PROTECT INFORMATION

a. Security Measures

- Secure, access-controlled storage systems with encryption;
- Encryption of data transmitted over the internet (TLS/SSL);
- Access limited to staff and authorized service providers who need it to perform their duties;
- Credentialed, logged activation of the AI child-location service (VIP Members and authorized staff only);
- Confidentiality agreements with staff, contractors, and service providers; and
- Security assessments of systems and technology providers.

b. Data Retention

PIPEDA requires that information be kept only as long as necessary for the stated purposes. Joyly applies the following retention periods:

- Enrolment and contact information: duration of membership plus 2 years;
- Security camera recordings: 30 days, then automatically overwritten or securely deleted (unless preserved for an incident, claim, investigation, or legal hold);
- Wristband signal data outside activations: transient only — held for less than a minute, then discarded without being saved; Wristband activation location data (operational): 30 days, then securely deleted; activation location data used for AI training, fine-tuning, and quality assurance: 24 months, aligned with training footage;
- AI session recordings not selected for training: 90 days, then securely deleted;
- Session recordings selected for AI training (bystanders' faces blurred before entry into training datasets): 24 months from creation, then securely deleted;
- De-identified data used for research and quality assurance: may be retained indefinitely; and
- Incident records: 7 years, or for periods consistent with limitation periods (such as, up to when the child becomes the age of majority plus 2 years).

c. Privacy Breach Notification

If we experience a privacy breach that poses a real risk of significant harm to you or your child, we will notify you as soon as feasible, notify the Privacy Commissioner of Canada as required by law, explain what happened and what we are doing about it, take immediate containment steps, and investigate the cause.

6. LIMITATIONS AND RISKS YOU SHOULD UNDERSTAND

a. AI Technology Limitations

- **Accuracy and errors:** The AI may make errors — it may highlight the wrong child, lose track of a child, or fail to blur a face briefly or partially — and the Wristband may report an inaccurate or delayed location. The live view is an aid to, not a replacement for, human supervision, and the child-location service is not a substitute for the supervision responsibilities in Joyly's waiver.
- **Bias:** AI systems can reflect biases in their training data and may perform unevenly across individuals of different appearances. We cannot guarantee the AI performs identically for all children.
- **Changing technology:** The systems used today may be updated or replaced over time, and data collected with one system may be used with successor systems.

b. Data Security Risks

- No system is completely secure against determined attackers;
- Breaches affecting technology providers could expose information, and we may not know immediately;
- Once information is shared with service providers, our ability to control its subsequent handling is limited;
- Data stored in the United States may be accessible to U.S. authorities under U.S. law; and

- De-identified data could potentially be re-identified using advanced techniques or combined data sources.

7. THIS CONSENT IS REQUIRED FOR ACCESS

Access to the Facility's areas requires consent to the collection and uses described in this form, for both you and, where applicable, your child.

Specifically, you cannot:

- Enter the Facility's areas, or have your child use them, without being recorded by the continuous security cameras;
- Prevent yourself or your child from being captured in an AI session activated by a VIP Member or by staff while you share the same area;
- Opt out of the use of session recordings for AI technology development and training by Masterly Inc. (bystanders' faces are blurred before footage enters training datasets — see Section 3(b));
- Prohibit data storage and processing in the United States; or
- Prohibit sharing of data with the technology and service providers described in Section 4.

You may:

- Choose not to purchase the VIP child-location service (the service is optional; security recording and the possibility of appearing in others' sessions are not);
- Withdraw consent and end you and your child's access to Facility areas at any time (Section 8);
- Access your and your child's personal information (Section 8); and
- Request correction of inaccurate information (Section 8).

If you are not comfortable with any of the uses described in this form, you and your child should not enter the play areas.

8. YOUR RIGHTS AND HOW TO EXERCISE THEM

a. Right to Access

You may request access to the personal information we hold about you or your child, including video footage in which you or your child appear (subject to protection of other individuals shown in the footage). Contact our Privacy Officer in writing; we will respond within 30 days, or up to the extended timelines PIPEDA permits for complex requests. We may decline or limit access where footage would reveal information about other visitors and redaction is not reasonably possible, where prohibited by law or privilege, or where retrieval costs are unreasonable (a reasonable fee may apply to requests). Furthermore, we may not be able to provide personal information if it has been previously deleted.

b. Right to Correction

If you believe information we hold is inaccurate or incomplete, you may request correction. We will investigate within 30 days and correct the information if we agree; if we disagree, we will note your request in our records.

c. Right to Withdraw Consent

You may withdraw your consent at any time by written notice to our Privacy Officer at legal@joyly.ca, by mail to the address in Section 10, or in person at the front desk. Withdrawal is effective on receipt, and we will confirm receipt in writing within 5 business days.

Effects and limits of withdrawal:

- You and your child will no longer be able to access the play areas;
- We will stop collecting new information about you and your child;
- Withdrawal is not retroactive — past uses remain valid;
- Recordings already used to train AI cannot be extracted from trained models;
- Recordings not yet used for training will, on request, be excluded from future training datasets where reasonably feasible; and
- We may retain information as required by law or for legal purposes (e.g., incident records).

d. Right to Complain

You may complain to our Privacy Officer (Section 10); we will investigate and respond within 30 days (or up to 120 days for complex matters). You may also complain to the Office of the Privacy Commissioner of Canada (www.priv.gc.ca; 1-800-282-1376; info@priv.gc.ca; 30 Victoria Street, Gatineau, QC K1A 1H3), whether or not you complain to us first. We will not retaliate against you or treat your child differently because of a complaint.

9. HOW CONSENT IS GIVEN

Consent to this document is given electronically by the person who holds the Joyly account, after opening this document through the link provided, and is recorded with the date and the version consented to. A single consent applies to everyone on the account, as the account stands from time to time — so if a person is added to the account later, this consent covers them from that point, and no separate consent is needed for the account.

The consent statement reads:

- I have read and understood the Joyly Consent and Information Form, and I consent — for myself and for each person on my account — to: continuous security-camera recording at the Facility; the on-demand AI child-location system, including the possibility that we appear in sessions activated by others, with faces other than the designated child's blurred in the live view; the use of session recordings and activation location data by Masterly Inc. to develop, train, and improve AI technology that it owns and may commercialize, with bystanders' faces blurred before any footage is used for training and no compensation to us; and the storage and processing of data in Canada and/or the United States. I confirm that I am the parent or legal guardian of each child on my account and may consent on their behalf; and that for every other person on my account — including any other adult and any youth aged 13 to 17 — I have shown them this form and obtained their agreement to it, and I give this consent on their behalf as well. If I add anyone to my account later, this confirmation applies to them as well.

An adult attending without a child — for example, a guest at a birthday party, a client of the Nail Salon, or an accompanying relative or caregiver — holds an account and consents in the same way, for their own personal information. If a child is added to that account later, the same consent continues to apply and extends to the child.

10. CONTACT INFORMATION AND ACCOUNTABILITY

a. Privacy Officer

Privacy Officer, Joyly Inc.

Unit 1, 16 Mary St, Aurora, ON L4G 1G2

Email: legal@joyly.ca

b. Related Organization

Masterly Inc. (AI Technology Owner; child-location system supplier and operator)

120 Adelaide Street West, Suite 2500, Toronto, Ontario, M5H 1T1

Email: legal@masterly.ca

11. GOVERNING LAW AND JURISDICTION

This form and our collection, use, and disclosure of personal information are governed by PIPEDA and its regulations, the laws of the Province of Ontario, and the federal laws of Canada applicable in Ontario. Any disputes arising from this consent or our privacy practices will be resolved in the courts of Ontario, Canada.