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## **WEBSITE AND INTERNET DISCLAIMER, TERMS OF USE AND PRIVACY POLICY**

This website and internet disclaimer, terms of use and privacy policy has been adopted by and applies to “us” and “we”:

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### **1. WEBSITE AND INTERNET DISCLAIMER AND TERMS OF USE**

#### **1.1 PURPOSE OF THIS DISCLAIMER AND TERMS OF USE**

This disclaimer covers how we present our websites to you using any of our domains and other domains that provide us with website facilities including but not restricted to Facebook or Google.

#### **1.2 GENERAL**

The information and graphics on our website are provided as is without any express or implied warranties.

We will not be held responsible for direct, indirect, consequential or special damages, including lost profits, lost business or lost data due to the use of our website, even if we have been advised of the possibility of such damages.

We assume no responsibility for errors or omissions or for damages resulting from the use of the information contained in our website.

We do not warrant or assume any legal liability or responsibility for the accuracy, completeness or usefulness of any documents, software, information, apparatus, product or process disclosed or downloaded from our website.

The information contained on our website is general in nature. It is not comprehensive, nor is it specifically applicable to your situation. It does not constitute professional advice, nor is it intended to create a professional or business relationship between you and us.

Before acting or relying upon any information obtained, you should seek detailed advice from a professional that is specific to your situation and requirements. If you rely upon the information provided, you do so at your own risk. The entire risk as to the quality and performance of such materials and information is with you. Should they prove defective, you assume the cost of all necessary servicing, repair or correction.

We do not seek to receive confidential or proprietary information from you through our website unless specified in our website and internet privacy policy at section 2 below. Any information or material sent to us will be deemed not to be confidential.

It is your responsibility to ensure that whatever you select or download for your use is free of items such as viruses and other items of a destructive nature. Any damage you may experience to your computer systems, software, data, business practices or any other matter is strictly your responsibility, and we will not take any responsibility for and will not provide any compensation for such damage in any manner whatsoever.

### **1.3 EXTERNAL AND THIRD-PARTY LINKS**

Our website provides links to certain third-party websites (i.e., sites other than our website). Selecting links on our website leading to third-party websites removes you from our domains.

All links to third-party websites are provided for informational purposes only and are not to be relied upon for any trading, business or financial purpose. We are not responsible for and do not endorse any of the information, companies, products, services or other content contained or referred to in any linked third-party website or any link contained in any linked third-party website.

We and our service providers are not liable or responsible in any way for any

damages, losses or costs arising from reliance on any link to a third-party website or the information contained in any linked third-party website or incurred as a result of the non-performance, interruption or termination for any reason whatsoever of any link to a third-party website or the information contained in any linked third-party website.

Users cannot assume that the third-party websites will abide by the same website and internet privacy policy to which we adhere.

#### **1.4 POP-UP ADVERTISEMENTS**

If your web browser produces pop-up advertisements when visiting our website, these advertisements were most likely produced by third-party websites you visited or by third-party software installed on your computer. We do not endorse or recommend products or services which you may view in a pop-up advertisement on your computer screen while visiting our website.

#### **1.5 CURRENCY**

The information contained in our website is current as of the posting date or as of the document date, whichever is earlier. We disclaim any intention or obligation to update or revise any statements contained in our website as a result of new information, future events or otherwise.

Information on our website may be changed or updated without notice. We may also make improvements and/or changes to the products and/or the services described in this information at any time without notice.

#### **1.6 GOVERNING LAW AND JURISDICTION**

By accessing or using our website, you agree that any dispute or purported dispute relating to your access to or use of our website and its Content shall be governed by the laws of the Province of British Columbia and the laws of Canada without regard to conflict of laws principles. You agree and hereby submit to the non-exclusive jurisdiction of the courts of the Province of British Columbia sitting in Vancouver. You also agree that any action is limited to the specific domain owner of the specific website in question.

Except for our e-mail disclaimer, terms of use and privacy policy, this document is the entire agreement between you and us relating to your access to and use of our website and its content.

If any term or provision of this disclaimer is held by a court of competent jurisdiction to be invalid, it shall be severed and the remaining provisions shall remain in full force without being invalidated in any way.

If the laws of your state or jurisdiction do not permit the stated limitations of warranty and liability found within this disclaimer, you may not use the information and materials and should immediately destroy all copies in your possession.

We do not assume any duty of disclosure beyond that which is required by law.

#### **1.7 INTERNET SECURITY**

Any information sent or received over the internet is generally not secure. Any and all information (including, without limitation, e-mail) is susceptible to monitoring and interception. We cannot guarantee security or confidentiality of any communication to or from our website. You are therefore discouraged from transmitting to us any information which may be confidential, proprietary or sensitive. You shall bear all risk of transmitting such information in this manner and under no circumstances will we be liable for any loss, harm or damage suffered by you as a result thereof.

We reserve the right to request independent verification of any information transmitted via e-mail and you consent to such verification should we deem it necessary.

#### **1.8 TERMINATION**

We may, at our sole discretion, cancel or terminate your right to use the website (or any part of the website) at any time without notice. In the event of termination, you are no longer authorized to access the website or the part of the website affected by such cancellation or termination. We shall not be liable to any party for such termination.

#### **1.9 TRADEMARK INFORMATION**

All trademarks, trade names, product names, service names, slogans or logos used in our website are trademarks of Reportex Agencies Ltd. (registered or unregistered), and their display, use and reproduction is prohibited without our prior consent in writing.

#### **1.10 COPYRIGHT INFORMATION**

Copyright © Reportex Agencies Ltd. All rights reserved.

## **1.11 PERMISSION TO USE OUR MATERIALS**

Please direct any questions regarding permission to use our materials to [reportex@reportexagencies.com](mailto:reportex@reportexagencies.com).

## **2. WEBSITE AND INTERNET PRIVACY POLICY**

### **2.1 PURPOSE OF THIS PRIVACY POLICY**

This privacy policy covers how we treat personal information that we collect and receive via our website, including information related to your past use of our website or of any products and services.

We respect and uphold an individual's right to privacy and to the protection of his/her personal information. We are committed to ensuring compliance with applicable privacy legislation.

This policy does not apply to the practices of companies or websites that we do not own or control or to people that we do not employ or manage.

### **2.2 PERSONAL INFORMATION**

Personal information is any information that can be used to distinguish, identify or contact a specific individual or that a person creates and controls for their own use. This information can include an individual's IDs, passwords, medical information, family history and opinions or beliefs as well as facts about or related to the individual.

Exceptions which are not considered personal information include business contact information and other publicly available information, such as names, addresses and telephone numbers as published in telephone directories.

Aggregate information that cannot be associated with a specific individual, such as the number of website visitors, is not personal information.

You can visit our website on the internet without telling us who you are or revealing any information about yourself. We only collect your personal information when you specifically and knowingly provide it to us on our site.

If you do provide any of the information asked for on this website, you are expressly consenting to and have knowledge of the collection, use and disclosure of this information, as identified in this policy.

## **2.3 COOKIES**

Cookies are pieces of data that are often created when you visit a website, and which are stored in a cookie folder on your computer. One cookie may be created when you visit our website. This cookie provides navigation functionality by storing your preferences while you move around the site. The cookie does not contain any personal information about you, and it cannot be used to identify an individual user. This cookie may be automatically deleted soon after you leave the site.

You can set your browser not to accept cookies, but this may limit some features such as large font accessibility options.

## **2.4 WEBSITE HOSTING**

We have entered into a contract with Site5.com. for the hosting and technical support of this site. Personal information is collected on Site5.com-managed servers and may be e-mailed to our controlled servers. This data may be accessed by Site5.com if required in order to provide technical support or as required by United States or Canadian law.

Please refer to Site5.com policies at <http://www.site5.com/about/>.

## **2.5 NON-IDENTIFYING INFORMATION**

We may collect technical information from your computer's web browser when you visit our website. This information may include the amount of time spent on our website by a visitor with a unique internet identifier, the webpages visited and returned to, the operating system and web browser used and the referring website. These webpage access logs do not contain any personal information and can only be accessed by us or Site5.com.

Access log files are used to track visits to our website and improve the content and layout of our website. There is no attempt to link this website traffic information to the persons visiting our website.

## **2.6 INFORMATION COLLECTED**

Collection of information on our websites is to provide you with a convenient way to send requests and other information.

## **2.7 LIMITING USE, DISCLOSURE AND RETENTION**

We do not use or disclose personal information for any purpose other than those for which it was collected, except with consent or as required by law.

When you send us a resume or other information regarding job or career opportunities, identifiable information about you may be kept in our resume files.

Backups of our online databases and files occurs daily. Backups are overwritten periodically with an occasionally archived backup being kept indefinitely in locked facilities.

## **2.8 ACCURACY OF AND ACCESS TO INFORMATION**

We rely exclusively on the information provided by our website users and subscribers and will not seek independent verification of any of the information supplied. A resume submitter or other subscriber or someone waiting for a response to a request for information is responsible for letting us know if their e-mail address has changed.

Personal information cannot be viewed or corrected directly by submitters.

## **2.9 SAFETY OF YOUR INFORMATION**

Information entered anywhere on our website and subsequently transmitted to our server may be unencrypted using standard internet protocols (HTTP and SMTP). You should be aware of the inherent risks of information interception when communicating over the internet. See the website and internet disclaimer and terms of use in section 1 above as well as our e-mail disclaimer, terms of use and privacy policy for further details.

## **2.10 ACCOUNTABILITY**

We take full responsibility for the management and confidentiality of the personal information collected after it has reached our server. If you have any concerns about this policy or feel that we are not abiding by this policy, please write or send an e-mail message to us and we will inform complainants of avenues of recourse. These include our complaint procedure, regulating bodies and the Privacy Commissioner of British Columbia. We will investigate all complaints received in writing.

We regularly review our information-handling practices to ensure that we are abiding by this policy. Updates to this policy will be made should our information-handling practices change.

We reserve the right to amend this policy at any time and for any reason. A current policy will always appear on our website.

*Current as of May 2012*