

# Bongarde

## CONTINUOUS SERVICE LICENSE AGREEMENT

Please read this Software License Agreement (the "Agreement") carefully before signing the Order Form. The following terms and conditions of the Agreement will be legally binding on the Licensee upon execution of the Order Form. The definitions of certain capitalized terms used in this Agreement are located in Section 1 below.

This Agreement governs Your use of SafetyNow online training products and services.

If You are entering into this Agreement on Your own behalf, then the terms "You," "Your" and "Licensee" mean the individual entering into this Agreement and such individual is personally bound by all of the terms and conditions of this Agreement. If You are entering into this Agreement on behalf of a company, You represent and warrant that You are acting in your capacity as an authorized representative or agent of such company and that You have the authority to bind such company to the terms and conditions of this Agreement. If You are entering into this Agreement on behalf of a company, the terms "You," "Your" and "Licensee" also mean such company and all of its directors, managers, officers, employees, and agents.

This Agreement was last updated on September 24, 2019. It is effective between You and Us on the date You enter into an Online Training Agreement, which is subject to this Agreement.

**CAREFULLY. BY CLICKING "I Agree", OR BY USING THE BONGARDE WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, EVEN IF YOU HAVE NOT READ THEM. IT IS IMPORTANT TO READ THIS ENTIRE AGREEMENT. IN PARTICULAR, IT CONTAINS PROVISIONS THAT MAY LIMIT YOUR RIGHTS, SUCH AS THE SECTIONS ENTITLED LIMITATIONS AND SALE DETAILS.**

### 1. DEFINITIONS

The following definitions and/or terms shall have the meanings set forth below. "Agreement" means this Software License Agreement and the Licensee's Order Form. "Documentation" means Our online guides, help, and documentation relating to the LMS licensed by SafetyNow to Licensee (if applicable). "LMS" means the Learning Management System owned or licensed by SafetyNow and used to deliver the Training (if applicable). "Order Form" means the documents for placing orders hereunder that are entered into between You and Us from time to time, including any addenda and supplements thereto. By entering into an Order Form hereunder, a Licensee agrees to be bound by the terms of this Agreement as if it were an original party hereto. (The Order Form was previously referred to as the OTA.) "Period of Agreement" means the time period set forth in the Order Form defining the initial period of time that the Licensee shall have the right to use the Training and/or LMS and any renewal periods arising from Section 5 of this Agreement. "Training" means the training services, programs, and content contained on electronic media that have been created by SafetyNow or which SafetyNow has the rights to license to others "We," "Us," "Our," or "SafetyNow" means SafetyNow Learning Systems, Inc., a Washington corporation. "You," "Your," or "Licensee" means the user of the Training and/or LMS if purchased on an individual basis or the company (or other legal entity) for which you are accepting this Agreement.

### 2. LICENSOR

SafetyNow is the owner and Licensor of or has rights to license the Training, LMS, and any Documentation of the LMS.

### 3. GRANT OF LIMITED LICENSE; RESTRICTIONS

SafetyNow hereby grants to Licensee a nonexclusive, non-transferable, limited, royalty-free, and fully paid-up license to use the Training, LMS, and Documentation along with other products and services summarized in the Order Form during the Period of Agreement. The Training, LMS, and Documentation shall be used solely for Your internal training purposes only and cannot be resold, sublicensed, or used for other commercial purposes. The license is for only the specified number of users in the Order Form. Licensee is required to maintain records of all uses of the Training including allocation of login credentials used to access the Training. SafetyNow shall have the right to audit Licensee's records including Licensee's access to the Training to verify compliance with this Agreement. If such audit reveals that any users above the number licensed in the Order Form have enrolled in or accessed the Training or LMS during the Period of Agreement, then SafetyNow will invoice Licensee for such additional users at the per-user price listed in the Order Form. Users may be added during the term of the license at the same pricing as the underlying price in the Order Form and any added users will terminate on the same date as the underlying Period of Agreement as specified in the Order Form. You hereby represent and covenant during the Period of Agreement that neither You nor any of your immediate family members are or will be a competitor of SafetyNow's, where "competitor" shall mean any individual or company developing or offering a product or service substantially similar in its general application to the Training or LMS. Without limiting the foregoing, this means that You shall not, so long as you use the Training or LMS, either directly or indirectly, collectively or individually, as principal, agent, manager, employee, partner, shareholder, director, officer, consultant or otherwise become associated or affiliated with, employed by, or financially interested in any business operation that engages in the development or distribution of online compliance training products and services similar to those of SafetyNow within the USA. In addition, You may not access the Training or LMS for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose.

### 4. OWNERSHIP

Except as specifically set forth in this Agreement, nothing contained in this Agreement shall by express grant, implication, estoppel, or otherwise, create in Licensee any right, title, interest, or license in or to the inventions, patents, trade secrets, technical data, logos,

# Bongarde

graphics, icons and images, videos, other content, computer software, or software documentation of SafetyNow or its partners. SafetyNow or its partners retain exclusive title, copyright, and all intellectual property rights in and to the Training, LMS, and Documentation. Licensee may not create derivative works, decompile, reverse engineer, disassemble, or modify the Training or LMS. If You provide any suggestions, feedback, or improvements for the Training, LMS or Documentation, then You grant SafetyNow a worldwide, perpetual, irrevocable, royalty-free license to use and have others use such suggestions, feedback, and improvements for any purpose.

All SafetyNow content posted on this Service must comply with US and Canadian Copyright law.

Any and all data, databases, graphical content, templates, software, video content, images, and audio content contained within existing SafetyNow eLearning content is the sole property of SafetyNow. SafetyNow, however, claims no intellectual property rights over the material YOU provide to the Service, referred to as user content. Your profile and materials uploaded – your user content – remain yours. However, by allowing administrative and user accounts, you agree to allow others to view your user content. Additionally, by uploading any logos or images onto any servers owned or controlled by SafetyNow, or by use of any SafetyNow service(s), you grant unlimited, perpetual license to SafetyNow for the use of such image(s) for promotional or other purposes.

SafetyNow does not pre-screen user content, but SafetyNow and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any user content that is available via the Service.

The look and feel of the Service is copyright 2007-2016 SafetyNow All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without the express permission from SafetyNow.

## 5. **TERM OF LICENSE**

The initial term of this license shall begin on the beginning date of the Period of Agreement and will continue through the last date of the Period of Agreement except as separately noted for any particular products or services in the Order Form. After the initial term of this license, this Agreement shall automatically renew for successive one (1) year periods, unless either party notifies the other party in writing of its intent to terminate this Agreement delivered at least thirty (30) days prior to the expiration of the then existing term. The per-unit pricing during any automatic renewal term will be the same as the pricing during the immediately prior term unless We have given You written notice of a pricing increase at least sixty (60) days prior to the expiration of the then existing term, in which case the pricing increase will be effective upon renewal and thereafter.

### 1. **TRAINING RESETS**

If the Licensee desires a training reset prior to the end of an annual term then an additional license fee will be due. A training reset is defined as closing the existing training period and reenrolling students in a new training period. For example, if Licensee desires after the end of six months to close the current training and reenroll their students in the courses, then a new annual license fee will be due in the same amount as specified in the Order Form.

## 6. **TERMINATION**

Either party may terminate this Agreement by giving written notice if a material breach remains uncured thirty (30) days after the breaching party receives written notice of the breach. In the event of a material breach by the Licensee, SafetyNow retains all of its rights and remedies at law including the collection of all license fees whether due and payable now or in the future. Upon termination or expiration of the Agreement, Licensee will promptly, but in no case more than five (5) business days, delete any copies of the Training from its computers, servers, or other storage media and will provide SafetyNow with a written certification of its compliance with this provision. If the Training records reside on SafetyNow's LMS then, within ninety (90) days of termination or expiration of the Agreement, the Licensee may print, or request that SafetyNow print, one final report of the training records for record-keeping and course content auditing purposes. After that ninety (90) day period, SafetyNow will have no obligation to maintain any, and will have the right to delete all, training records related to the expired or terminated Agreement and SafetyNow will have no further obligation to make such data available to You.

SafetyNow's membership pricing is based on a one-year and multiple-year membership term. At sign-up, you have full access to our site and are able to use and download content for the full service term. We do not offer membership cancellations or refunds during the term of the membership.

The Customer may terminate the agreement at the end of the term with 90 days' written notice to the nearest full month.

Either party may terminate this Agreement by giving written notice if a material breach remains uncured thirty (30) days after the breaching party receives written notice of the breach. In the event of a material breach by the Licensee, Bongarde retains all of its rights and remedies at law including the collection of all license fees whether due and payable now or in the future. Upon termination or expiration of the Agreement, Customer will promptly, but in no case more than five (5) business days, delete any copies of the downloaded material from its computers, servers, or other storage media and will provide Bongarde with a written certification of its compliance with this provision.

If the Customer attempts to terminate the agreement in less than 90 days before the automatic renewal, but before the automatic renewal, the Customer will be billed the equivalent of 90 days membership as a cancellation fee.

# Bongarde

If the Customer attempts to terminate the agreement after the automatic renewal date, the Customer is responsible for the full-term payment and the automatic renewal for the following term will be terminated.

If historical records are required from a deactivated account, a prepaid \$599.00 Record Retrieval fee will be required for each requested report. An account can be reactivated or records can be retrieved by contacting [info@safetynow.com](mailto:info@safetynow.com).

## 7. MODIFICATION TO SERVICES AND PRICES

SafetyNow reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.

Prices of all Services, including but not limited to monthly subscription plan fees for the Service, are subject to change upon 30 days' notice from SafetyNow. Such notice may be provided at any time by posting the changes to the SafetyNow Web site [safetynow.com](http://safetynow.com) or the Service itself.

SafetyNow shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

## 8. PAYMENT

License and other fees associated with the Training and LMS shall be set forth in the Order Form and are in United States dollars (USD). Except as otherwise specified herein or in the Order Form, (i) fees are based on the Training and LMS purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Period of Agreement. If You provide credit card information to Us, You authorize Us to charge such credit card for all products and services listed in the Order Form for the initial Period of Agreement and any renewal Period of Agreement as set forth in Section 5 (Term of License). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the Order Form. Invoiced charges are due and payable net thirty (30) days from the invoice date.

### 1. FEES LESS THAN \$1,000

Initial license fees of less than \$1,000 must be paid by credit card prior to receiving access to the Training and the LMS.

### 2. LATE FEES

If any invoiced amount is not received by Us by the due date, or such charge is rejected by Your credit card issuer, then without limiting Our remedies, (a) those charges may accrue late interest of 1.5% per month or the maximum allowable by law, whichever is lower, and/or (b) We may condition future renewals on payment terms shorter than those specified in this section. SafetyNow reserves the right to suspend Licensee's access to the Training and the LMS for any accounts for which any payment is due but unpaid but only after SafetyNow has provided Licensee two (2) late notices and at least thirty (30) days have passed since the transmission of the first notice. In addition to any unpaid fees, Licensee shall be responsible for SafetyNow's reasonable costs of collection, including but not limited to attorney fees. We may, at our election, choose to forgo the exercise of Our rights under this section to resolve reasonable disputes, without waiving those rights.

### 3. TAXES

Our fees do not include taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. We are solely responsible for taxes assessable against Us based on Our income, property, and employees.

## 9. UPDATES

At no additional cost to Licensee, SafetyNow shall make reasonable efforts to modify the Training from time to time to reflect material changes in regulatory standards by providing updates to standard content as regulatory requirements change and by making operating improvements, in each case the timing and necessity of which shall be determined by SafetyNow in its sole reasonable discretion ("Updates"). Updates may contain, for example, regulatory changes, additional questions added to the "question bank", and "lessons learned" information gathered during previous years. Licensee requested changes to customize Training will be available for an additional fee to be negotiated and documented in a separate written agreement between SafetyNow and Licensee.

## 10. TRAINING AND SUPPORT

During the term or extended term of this Agreement, SafetyNow shall assist Licensee with the initial setup of the Training and LMS via telephone and email support. SafetyNow shall provide to Licensee telephone and email support and troubleshooting of the Training and LMS for the term or extended term of this Agreement.

## 11. LMS UPGRADES (IF APPLICABLE)

# Bongarde

At no additional cost to Licensee, SafetyNow shall provide updates to maintain the functionality of the LMS with commonly-used software platforms and web browsers. Upgrades to the then current version of the LMS product, as well as some additional LMS features, may be offered from time to time by SafetyNow at an additional cost.

## 12. LIMITED WARRANTY; LIMITATIONS OF LIABILITY

SafetyNow warrants that if the LMS, Training, or Documentation fails to substantially conform to the specifications in the Documentation and the non-conformity is reported in writing by Licensee with reasonable specificity so as to allow SafetyNow to attempt to cure the non-conformity, then SafetyNow shall, in its sole discretion, either substantially remedy the nonconformity within thirty (30) days after written notice from Licensee, procure a substantially similar substitute product at no additional charge to Licensee, or refund the purchase price to Licensee. In the event of a refund, the license granted under this Agreement shall immediately terminate. This constitutes SafetyNow's sole obligation and Licensee's sole remedy with respect to the LMS. Except as set forth herein and in Section 12 (Indemnity), the SafetyNow products and services are provided "As-Is". This is SafetyNow's sole warranty, and Licensee's sole remedy with respect to the LMS, Training, or Documentation. SafetyNow and any party involved in creating, producing, servicing, updating, or delivering the Training and/or LMS (collectively the SafetyNow "Related Parties") shall not in any case be liable for any type of loss or damage arising from the content of the Training, including links to or from Our Training and errors and omissions in the content, and Licensee hereby agrees to hold SafetyNow and the Related Parties harmless from and against any costs, claims, losses and other liabilities incurred by Licensee based on its use or inability to use the Training and/or LMS whether or not advised of the possibility of such damages. We have made reasonable efforts to present the material accurately given the current information available when the course was created, however, it is not possible or even reasonably practical for all variables posed by on-the-job application of this information to be covered in the Training and/or LMS. Therefore, Licensee acknowledges that it has sole responsibility for ensuring the appropriateness and completeness of the Training as applied to its operational requirements, and to provide adequate training, including safety training, to its staff and others to whom Licensee provides training. SafetyNow does not warrant that the Training will be uninterrupted, timely, or error free. You are solely responsible for evaluating the fitness of the Training for Your particular purpose. The content in Our Training is provided as is without any warranties of any kind including warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property. The liability of SafetyNow arising out of any kind of legal claim (including, but not limited to, claims sounding in contract, tort, strict liability, breach of warranty, or otherwise) will not exceed the amount You paid for the most current annual license fee noted on Your Order Form.

## 13. INDEMNITY

### 1. INDEMNITY BY SAFETYNOW

Notwithstanding the liability limitation noted above, SafetyNow agrees to indemnify and hold harmless Licensee from any and all liabilities, claims, and expenses including reasonable attorneys' fees, arising from any third party claims that the Training (excluding any Licensee assignments) and LMS infringes or misappropriates any presently existing United States patent held by such third party, provided You promptly notify SafetyNow in writing of any such claim, suit, or proceeding and permit SafetyNow to control the defense or settlement thereof and cooperate in the defense or settlement thereof. This indemnity shall not apply in the event that You or any of your employees or representatives alter the Training or LMS and such alteration is a contributing factor in the alleged infringement or misappropriation. SafetyNow will have the option, at its expense, to employ counsel of its choosing to defend against such claim and to compromise, settle, or otherwise dispose of the claim; provided, however, that no compromise or settlement of any claim admitting liability of or imposing any obligations upon You may be affected without Your prior written consent. You shall have the option to be represented by counsel at Your own expense.

### 2. INDEMNITY BY LICENSEE

You agree to indemnify and hold harmless SafetyNow from any and all liabilities, claims, and expenses, including reasonable attorneys' fees, arising from Your breach of any part of this Agreement, Your use or access of the Training and LMS or any Internet site linked to or from the Training. You also agree to indemnify and hold harmless SafetyNow from any and all liabilities, claims, and expenses, including reasonable attorneys' fees, arising from any third party claims that results from SafetyNow's use of materials which You voluntarily submit to SafetyNow for inclusion in the Training (i.e. customizing the Training for your intended use), provided SafetyNow promptly notifies You in writing of any such claim, suit, or proceeding and permit You to control the defense or settlement thereof and cooperate in the defense or settlement thereof. You will have the option, at Your expense, to employ counsel of Your choosing to defend against such claim and to compromise, settle, or otherwise dispose of the claim; provided, however, that no compromise or settlement of any claim admitting liability of or imposing any obligations upon SafetyNow may be affected without Our prior written consent. SafetyNow shall have the option to be represented by counsel at Our own expense.

## 14. ASSIGNMENT

This Agreement may not be assigned or otherwise transferred by either party in whole or in part, by operation of law or otherwise, without the express prior written consent of the other party, which consent will not be unreasonably withheld; provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that such party

# Bongarde

(a) is not a “competitor” as defined in Section 3, and (b) agrees in writing to the assignment and assumption of this agreement, including the obligations set forth herein. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. Subject to the foregoing, this Agreement shall benefit and be binding upon the respective successors and permitted assigns of the parties hereto.

15. **OTHER SERVICES**

SafetyNow may also provide other services such as custom development services to Licensee. Any such services or requirements not expressly stated in this Agreement are outside the scope of this Agreement and only will be provided by SafetyNow subject to the terms of a separate written agreement executed by both parties.

16. **PUBLICITY**

If You enter into this Agreement, You agree that SafetyNow may disclose to the public that You are a paying user of the Training and/or LMS. You further agree that SafetyNow may reference You, along with Your logo and trademarks, on the customer section of SafetyNow’s website and in other marketing materials and presentations until such time as Your use of the Training and/or LMS is discontinued.

17. **SEVERABILITY**

If any part, term, or provision of the Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining provisions shall not be affected thereby.

18. **CHOICE OF LAW; VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to its conflicts of laws principles and any action brought to enforce any provision or obligation hereunder shall be brought in a court of competent jurisdiction, and You hereby submit to such personal jurisdiction. The substantially prevailing party in any such proceeding shall be entitled to receive from the other party all reasonable attorneys’ fees incurred by such prevailing party and all costs reasonably incurred in connection therewith.

19. **NOTIFICATION OF CHANGES**

This Agreement is the entire agreement between You and Us regarding your use of the Training and/or LMS and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation.

20. **FORCE MAJEURE**

Neither party shall be in default by reason of any failure in the performance of this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such party, including but not limited to, third-party computer or telecommunications equipment or software failures, default by subcontractors or suppliers, acts of God or of the public enemy, domestic or foreign governmental acts, labor, fire, flood, epidemic, and/or strikes.

21. **INDEPENDENT CONTRACTORS**

The parties are and will remain independent contractors. Neither party has any authority to act on behalf of the other party or to bind it and in no event will the parties be construed to be partners, employer-employee, or agents of each other.

22. **LISCENCE OF COURSES ON YOUR LMS**

The courses are licensed on a per use per device basis. A hardware partition or blade is considered to be a separate device.

**INSTALLATION AND USE RIGHTS.**

a. One Course per Device. You may complete one course on one device. That device is the “licensed device.” If a user launches the same course on another device, this is considered another completion.

b. Licensed Device. You may only use the courses on devices associated with the company in contract (client).

c. Separation of Components. The components of the courses are licensed as a single unit. You may not separate the components and install them on different devices.

**AUDIT, REPORTING & INFRACTIONS**

a. Semi-Annual Reports. The client will provide semi-annual reporting of all course completions.

b. Audit. The client will provide reports and access to validate the reports within a reasonable timeframe upon written notice.

# Bongarde

c. Infractions. If it is shown that the reports were under-reported at any time, regardless of intent, this will be considered an infraction of the contract. The client will then be in violation and will remove all courses from servers, including backups, and provide evidence of its removal. What's more, the client will be assessed a fine of 50% of the original contract amount.

## TERMINATION

Upon termination of the contract, the client will remove all courses from servers, including backups, and provide evidence of its removal within 14 days.

## 23. ENTIRE AGREEMENT

This Agreement, with any associated Order Form, constitutes the entire agreement between SafetyNow and Licensee with respect to Your use of the Training and LMS and the parties acknowledge that they have not relied on any representations outside of this Agreement in deciding to enter into this Agreement. The failure or delay of either party to strictly enforce any of the terms and conditions in this Agreement shall not be construed as a waiver of any right to enforce any prior, concurrent, or subsequent defaults.

## PRIVACY POLICY

*We take your right to privacy seriously and want you to feel comfortable using our web site. This Privacy Policy deals with personally identifiable information (referred to as "Data" below) that may be collected by us on our site. This Policy does not apply to other entities that we do not own or control or persons that are not our employees, agents or within our control.*

Our postal address is:

**Bongarde Media**  
**420-1620 Dickson Ave**  
**Kelowna, BC V1Y 9Y2**

We can be reached via e-mail at [info@bongarde.com](mailto:info@bongarde.com)

This Privacy Policy Statement sets forth the policies and practices with respect to information or data gathered regarding users, and subscribers of this Site (the "Subscriber", "Member", "Client" or "you"). The registered user features of the Site are available to businesses only and are not to be used for personal consumer use. This Privacy Policy is part of the Terms of Use of the Site, and together with the Terms of Use represents the complete agreement between you and us regarding your use of the Site.

This Site does not knowingly seek or collect any personal information or data from persons under the age of 18.

**Notice and Use.** Use of the Site by you constitutes your express assent to the use of your personal information collected by the Site. If you do not agree to these terms, please do not disclose any personal information through this Site.

**CAREFULLY READ THIS PRIVACY POLICY STATEMENT BECAUSE BY YOUR SUBSCRIPTION TO AND USE OF THIS SITE YOU WILL BE EXPRESSLY SIGNIFYING THAT YOU AGREE TO THIS POLICY STATEMENT AND THAT YOU ASSENT TO THE COLLECTION AND USE OF ANY PERSONAL INFORMATION THAT YOU SUPPLY OR THAT IS OBTAINED ABOUT YOU AS DETAILED IN THIS POLICY STATEMENT.**

If we decide to change our privacy policy, we will post those changes on this page on the Site so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it. You are responsible for reviewing this Privacy Policy Statement periodically to ensure that you are aware of any changes to it.

**The Information We Collect.** When you sign-on as a Subscriber of this Site, you will be required to provide certain personal as well as demographic information which may include, but is not necessarily limited to, your name, address, e-mail address, username and password, and your age.

If the Site features or conducts any special events, special promotions or offers, contests or polls, you may be asked to provide information in order to participate, if you voluntarily provide that information, all such information may be collected by the Site and included in our user database.

In the course of using our Site, we automatically track certain information such as your IP addresses and email addresses. Many sites automatically collect this information. The information that is collected may also indicate your special preferences or requests. If you choose to post messages in the message areas and services provided by or through the Site, we will only display such information about you as you choose to reveal. If you choose to disclose any personal identifiable information in these areas, such information will become publicly available. Please be aware that information such as your username, e-mail address, or other submissions that you make on the Site may

# Bongarde

contain personally identifiable information. You should exercise caution when deciding whether to disclose personal identifiable information. This Site collects any and all such information and includes it in its user database.

If you send us, or any of our employees, agents or representatives, any personal correspondence, such as emails or letters or any other means, or if other users or third parties send us correspondence about your activities or postings on the site, or other Subscriber's, or comments about you in our complaints department, we may collect such information regarding that communication and include that information in our user database.

**Security of Personal Information Collected by the Site.** Consistent with the Policies set forth in this Privacy Statement, the Site has adopted and implemented reasonable and technologically feasible procedures for maintaining the security, accuracy and integrity of all personal information relating to you that is collected by the Site. As "perfect security" does not exist on the Internet, you should consider any information provided to or collected by the Site as non-confidential, and consequently the Site assumes no liability or responsibility if any information relating to you or any other person is intercepted and/or used by an unintended recipient. The Site also links to a wide variety of other web sites, and the Site may contain advertisements of third parties. We are not responsible for the content and the privacy practices of other web sites or how they treat information about their visitors and users, and encourage you to examine each site's privacy policy and disclaimers and make your own decisions regarding the accuracy, reliability, and correctness of material and information found.

**Our Use of Your Information.** The Site may collect, use and store (but only in its own data facility) http requests to our server. These logs capture computer information, navigation and clickstream data. Some of the information collected does not identify who you are. Other information, such as your domain name or IP address, may identify you depending on the naming standards followed by your Internet Service Provider. You may wish to ask them about their policies and practices.

While we make no attempt to link the information captured to the identity of individuals, the information captured does identify the following: (a) the Internet domain and IP address from which you access our web site; (b) the type of browser and operating system used to access our site; (c) screen resolution of your monitor; (d) the date and time you access our site; (e) the pages you visit; and (f) if you linked to our Site from another web site, the address of that web site.

This information is used to help us make our site more useful to our users by learning about the number of visitors to our site, and by monitoring traffic patterns and the types of technology our visitors use.

The Site may internally use your personally identifiable information to improve our marketing efforts, to statistically analyze site usage, to improve our content and product offerings as well as to customize the Site's content and layout. We believe these uses allow us to improve the Site and better tailor your online experience.

We also send periodic informational updates to our Subscribers via email.

We use personally identifiable information to resolve disputes, troubleshoot problems and enforce our User Agreement.

**Our Disclosure of Your Information.** In order to maintain a healthy community, the Site cooperates with all law enforcement inquiries and with all third parties to enforce their intellectual property or other rights.

We reserve the right to disclose your personally identifiable information and any other information about you in our user database as required or permitted by law and when we believe that disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or legal process served on our Web Site.

In the course of daily operations, access to your personally identifiable information is limited to our employees with a legitimate reason for accessing it.

We may transfer your personally identifiable information to a third party in connection with a sale, merger, or other disposition (whether of assets, stock, or otherwise) of our business.

In order to better meet your needs, we may share some of your personally identifiable information with our affiliates. We will only do this with your express consent, and you may withdraw this consent at any time. The procedure for withdrawing consent is outlined below under the section "Opting Out."

There may be occasions when you will be presented with special offers either from the operators of the Site or from third-party service or content providers, which may include consent to receive e-mail solicitations, communications, newsletters, commercial advertising, or other promotional or special event materials (collectively referred to as "Offers"):

"OPT-IN" -- Some Offers may be presented to you with the option to express your preference by either clicking or entering "accept"

# Bongarde

(alternatively "yes") or "decline" (alternatively "no"). By selecting or clicking the "accept" or "yes" you indicate that you "OPT-IN" to that Offer and thereby agree and assent that your personal information and data may be disclosed to third-parties.

"OPT-OUT" -- Other Offers may be presented with a pre-selected preference or choice. If you do not deselect the pre-selected preference of choice (i.e. "OPT-OUT" of the Offer) then the Site may transfer your personal profile information to the third-party service or content provider making the Offer. If you deselect the pre-selected preference, then no personal information about you may be disclosed to any third-party service or content provider.

The Site also offers you a procedure for "Opting-Out" if you subsequently choose to revoke any consent to receive Offers by emailing [info@bongarde.com](mailto:info@bongarde.com) and entering in the exact email address to be "Opted-Out".

**Your Use of Other Subscribers' Information.** You may not use other Subscribers' information for commercial purposes, to spam, to harass, or to make unlawful threats. The Site reserves the right to terminate the Subscription of those who misuse other Subscribers' information or who otherwise violate the Terms of Use of the Site.

**Control of Your Password.** You shall take personal responsibility for the care, control, and confidentiality of your password used to access and use the Site. You may not disclose your password to any third parties or share it with any third parties. If, despite the foregoing, you lose control of your password, you may lose substantial control over your personally identifiable information and may be subject to legally binding actions taken on your behalf. Therefore, if your password has been compromised for any reason, you should immediately change your password.

**Reviewing and Changing Your Personally Identifiable Information.** Once you register, you will be able to review and change much of your personally identifiable information at the Site including:

1. Your email address
2. Your city, province, postal code Your password
3. Your profile

Please promptly update your information if it changes by logging in to your account and following the screen prompts. We strongly urge you to periodically change your password to help reduce the risk of unauthorized access to your account information.

We will retain in our user database information you have requested to remove in some circumstances, such as to resolve disputes, troubleshoot problems, enhance security, reduce fraud, comply with Federal and Provincial law, and to enforce our Terms of Use Agreement.

You have the following choices to modify or delete your profile information from our user database:

1. Send an email to [info@bongarde.com](mailto:info@bongarde.com)
2. Log in with your password and modify/delete your profile
3. Send a notice by mail to our postal address shown above

**Terms and Conditions of Subscription.** You should carefully read each of the terms and conditions of Subscription to this Site. By accepting a Subscription to this Site you are unconditionally accepting all of those terms and conditions. Some of those terms and conditions may also affect the right of this Site to use information that it has gathered from you.

In the event of any conflicts between the Terms of Use and this Privacy Policy, the provisions of this Privacy Policy shall control.