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## Legal Notice – Terms and Conditions of Access and Use of Web site

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.** These Terms and Conditions contain disclaimers of warranties, representations, conditions, guarantees and endorsements, exclusions and limitations of liability, waivers of rights, and acceptance of risks, in relation to the access to and use of this Site and the Information contained therein. By accessing or using this Site, you, as a User, acknowledge these Terms and Conditions and agree, without limitation or qualification, to be bound by them and by applicable laws. **IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OR USE THIS SITE OR ANY PAGES THEREOF.**

**1. Definitions.** “CLC” means Canada Lands Company Limited and its subsidiary, Canada Lands Company CLC Limited. “Information” means the information, materials and content provided in the pages of a Site. “Personal Information” means any information about an identifiable individual within the meaning of the [Privacy Act](#). “Site” means CLC’s Web sites and web pages, as the case may be. “User” means any person or entity having access to or using a Site.

**2. Ownership, Monitoring.** The Site is owned exclusively by CLC, who may monitor access to, use of, and other activities relating to the Site, and who may intervene in relation thereto but does not make any representation or warranty that it will do so. Users hereby consent to any such monitoring and intervention. CLC may, in its sole discretion, terminate, suspend or refuse to permit the access to or use of a Site, or any part thereof, by any User or other person or entity, for any reason and without notice.

**3. Access and Use of Site and Information.** Users agree that the access and use of this Site is at their sole risk, whether doing so from inside or outside Canada. Users are solely responsible for their compliance with applicable local, national and international laws. Users may not use, export or re-export the Information, or any adaptation thereof, in violation of applicable laws or regulations, including export laws and regulations of Canada in force from time to time. Users agree not to introduce into or through this Site any information or material which may constitute or encourage conduct that would constitute libel, slander, defamation, harassment or discrimination, or which may give rise to a criminal offence or civil liability on the part of any User or any other person or entity. Users warrant that information or material which they provide to CLC electronically through their access to or use of this Site does not infringe the rights of any person or entity. In addition, while accessing or using this Site, Users shall not:

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- download, upload, post, transmit, publish or distribute any material or information which contain computer viruses or other codes, files or programs intended in any manner to disrupt or interfere with the functioning of this Site;
- interfere with or disrupt this Site or computer networks connected thereto, or gain unauthorized entry or access to same;
- reproduce, copy, modify, sell, distribute or otherwise exploit for any commercial purposes any Information contained within this Site;
- violate any law or regulation, any generally accepted Internet practice, or interfere with any other User’s ability to use this Site and any Information provided on this Site; or



- alter, forge or modify in any way any of the Information posted or accessible within this Site.

The content of this Site is provided for information purposes only and is not intended to provide any advice to Users. Information on this Site is provided on an “as is” and/or “as available” basis, without warranty of any kind, whether express, implied or statutory. Information on this Site may contain technical inaccuracies or typographical errors and may be modified, revised or updated by CLC without notice. Users have the sole responsibility to take reasonable and appropriate precautions to scan for viruses or other destructive properties when accessing or using the Information. The Information on this Site does not constitute an offer or solicitation by any person or to any person in any jurisdiction. The Information contained in this Site may be changed by or on behalf of CLC at any time, for any reason, without notice.

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**5. Limitation of Liability.** CLC, its shareholders, affiliates, directors, officers, employees, advisors and persons associated with the creation of this Site or its contents, are not responsible for and shall not be liable to Users or other persons or entities for any claims, losses, costs, expenses or damages whatsoever, whether direct, indirect, incidental, special, consequential, exemplary or punitive damages, arising out of or in connection with this Site, the Information contained therein, or the access to or use thereof, or inability to access or use this Site or any other linked or hyperlinked web site, including, without limitation, any injuries, fines, fees, penalties, lost profits, lost savings, business interruption, lost data, loss of programs or of use, whether on information handling systems or otherwise, even if CLC was advised of the possibility of such claims, losses, costs, expenses or damages.

**6. Indemnity.** Users agree to indemnify, defend and hold harmless CLC, its shareholders, affiliates, directors, officers, employees, advisors and persons associated with the creation of this Site or its contents, from any and all claims, demands, causes of action, liabilities, damages, expenses, costs and fees (including reasonable legal fees) due to, arising from or related to Users’ access or use of this Site and the Information, or to the access or use of Users’ accounts, or to Users’ violation of these Terms and Conditions or of any other terms and conditions under any other agreement applicable to any Information, or to any Users’ misrepresentations, or to Users’ violation of any rights of another.



**7. Intellectual Property.** CLC retains the intellectual property rights to this Site. This Site and the Information contained therein are protected by copyright. Certain names, words, titles, phrases, logos, icons, graphics, designs or other content in the pages of the Site are trade names or trade-marks owned by or licensed to CLC. The display of trade-marks and trade names on pages in the Site does not imply that a licence of any kind has been granted to anyone else. Users shall not copy, distribute, publish or otherwise make public or for commercial use any content of this Site in any form. Any unauthorized downloading, transmission or other copying or modification of trade-marks, trade names or the content of the Site may be a violation of federal or other law or common law rights and could expose the User to legal action.

**8. Privacy, Confidentiality.** CLC is committed to take all reasonable measures to protect the privacy of Users with respect to the Personal Information they provide and to give effect to the principles contained in its [Privacy Notice](#) pursuant to applicable privacy legislation, including the requirements, exclusions and exceptions provided therein. By accessing and using this Site, Users accept, acknowledge and consent to CLC's [Privacy Notice](#), as amended from time to time, as well as to the collection, use, disclosure, retention and disposal of Personal Information that Users provide. Despite CLC's best efforts to take measures to ensure the protection of Personal Information, the risk that the confidentiality or privacy of such information is violated, lost or otherwise breached cannot be excluded. Users understand, accept and agree that access to or use of the Site is at the their own risk, which entails a waiver of rights or remedies against CLC for any prejudice whatsoever arising out of or in connection with the exchange, collection, use, disclosure, retention or disposal of Personal Information. CLC is not responsible for and shall not be liable to Users or other persons or entities for claims, losses, costs, expenses or damages whatsoever arising out of or in connection with the exchange, collection, use, disclosure, retention or disposal of Personal Information, except in cases where such prejudice results directly and entirely from the negligence of CLC in the performance of its legal obligations under the [Privacy Act](#).

**9. Agreement, Amendment.** These Terms and Conditions, including any documents referenced or linked herein and any other applicable terms and conditions contained on this Site, constitute the entire agreement between CLC and Users pertaining to their access to and use of this Site and the Information herein. CLC's failure to enforce any provision of these Terms and Conditions shall not be construed as a waiver of such provision. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision hereof. CLC reserves the right to amend, modify, alter, revise or otherwise update these Terms and Conditions from time to time, without notice, by updating this posting. Users agree to review the Terms and Conditions regularly and to be bound by such Terms and Conditions as are in effect at the time when they access or use CLC's Site. Users' continued access or use of the Site shall mean and imply agreement by Users to any such amendment.

**10. Jurisdiction, Language.** The Site is operated by CLC. This Site and these Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any principles of conflict of laws. By accessing and using this Site, Users submit and attorn to the exclusive jurisdiction of the courts of the Province of Ontario. CLC is bound by the [Official Languages Act](#), and accordingly CLC information is available in French and English. However, any information on this



Site that is linked to or provided by an external web site or third party is available only in the language in which it was provided.

## Privacy Notice – Online Privacy Statement

PLEASE READ THIS PRIVACY NOTICE CAREFULLY AND REFER TO CLC'S LEGAL NOTICE (ABOVE) FOR DEFINITIONS AND GENERAL INFORMATION. CLC is committed to the privacy and protection of Users' Personal Information collected through this Site in compliance with the Privacy Act (the "Act"). This Online Privacy Statement (this "Statement") provides the guiding principles applied by CLC to the collection, use, disclosure, retention and disposal of and access to Personal Information on this Site. Since privacy-related issues and requirements are subject to constant change, CLC reserves the right to amend this Statement at any time without notice, and Users are encouraged to review it regularly. ACCESS TO AND USE OF THIS SITE ARE ALSO GOVERNED BY THE LEGAL NOTICE, WHICH CONTAINS PROVISIONS CONCERNING PRIVACY AND OTHER ISSUES THAT YOU, AS A USER, SHOULD REVIEW.

### Guiding Principles.

CLC is responsible for Personal Information under its control. This Statement relating to Personal Information rests upon eight key principles:

1. Identifying the purpose for the Personal Information;
2. Obtaining consent for the Personal Information;
3. Limiting the collection of the Personal Information;
4. Limiting the use, disclosure and retention of the Personal Information;
5. Ensuring accuracy of the Personal Information;
6. Ensuring safeguards for the Personal Information;
7. Responding to enquiries; and
8. Complying with law and practices.

### 1. Identifying Purpose.

The collection of Personal Information through CLC's Site is for the following purposes:

- (a) to establish and maintain responsible commercial relations with Users and improve CLC's ongoing communications with them;
- (b) to understand Users' needs; or
- (c) to manage and develop CLC's businesses and operations.

Users provide their Personal Information through the Site by one of three ways: by sharing their name and e-mail address when registering through the "Contact Us" page at any CLC Site; by voluntarily submitting their inquiries through the "Contact Us" page at any CLC Site; or by voluntarily submitting information to CLC through e-mail or by paper form requesting to include their name and e-mail address to CLC's distribution or mailing list.

### 2. Obtaining Consent.

Consent for the collection of Personal Information by CLC is not required by the Privacy Act. CLC



will, however, seek consent from Users by utilizing a double opt-in procedure through CLC's Site. When subscribing to the Site or requesting information about CLC, Users will be required to complete a form. This double opt-in procedure ensures that CLC has the correct contact information of the Users and that Users have provided their confirmation and given their consent to the collection, use, disclosure, retention and disposal of and access to their Personal Information. Users may withdraw their consent at any time by simply clicking the "Unsubscribe" link at the bottom of the email newsletter or other form of communication from CLC.

### **3. Limiting Collection.**

CLC shall collect only Personal Information that relates directly to its operating programs or activities and shall collect such information using fair and lawful means. CLC does not share, rent or sell Users' Personal Information with third party vendors. CLC's Sites may contain links or hyperlinks to non-CLC-owned or operated websites. When Users click on one of those links, they will leave the CLC Site and enter a third party's website. CLC has no control over such other websites and is not responsible for the collection, use, disclosure, retention and disposal of and access to Users' Personal Information that is gathered on such other websites or for the use of cookies or other tracking devices. Users are encouraged to review the privacy policies of such other websites.

#### **A. Blogs.**

The blog site on CLC's Site is powered by WordPress and has limited interaction with Users, as follows: (i) the blog site has User interaction (like comments on a blog) but does not involve collaboration on a project (like community generated software or content); (ii) the blog site does not offer user accounts to Users; (iii) there are no commercial transactions on the blog site; and (iv) there is no data exchange using third-party application programming interfaces (APIs) like OpenID (for more information about WordPress and its Privacy Policy, visit <http://wordpress.org/about/privacy/>).

#### **B. Accessibility.**

CLC's partnership with eSSENTIAL Accessibility Inc. is an effort to provide easy access to our Sites for those Users with physical disabilities. eSSENTIAL Accessibility Inc. may use cookies and collect Personal Information about Users before its product or services may be accessed by Users (for more information about eSSENTIAL Accessibility Inc. and its Privacy Policy, visit <http://www.essentialaccessibility.com/privacy-policy-2/>).

#### **C. Cookies.**

By accessing CLC's Site, Users consent to the use of cookies and agree to have their browser set to accept cookies. If Users want to access the Site but don't agree to receive cookies, Users may do so by modifying the preferences of their browser. However, by not accepting cookies, Users may not be able to access or use all the features of the Site.

### **4. Limiting Use, Disclosure and Retention.**

CLC will not disclose Personal Information without Users' knowledge and consent, unless required by law. CLC will retain and dispose of Personal Information in accordance with CLC's retention and disposal procedures, its internal records management, and with applicable law.



**5. Ensuring Accuracy.**

When subscribing or requesting more information on any CLC Site, Users acknowledge that the Personal Information they provide must be correct and current.

**6. Ensuring Safeguards.**

Personal Information under the control of CLC is kept in confidence and protected with measures that are appropriate to the sensitivity of such information. CLC is committed to ensuring that Personal Information is protected from loss, unauthorized access, copying, use, modification or theft and that protection is provided in accordance with industry standard security practices and with CLC's procedures in respect thereof.

**7. Responding to Enquiries.**

Each government institution or Crown agency that is subject to the Act has an official performing the duties of a Privacy Coordinator. At CLC, the Privacy Coordinator is the Corporate Secretary. All requests made under the Act and received by any CLC office must be forwarded to the Corporate Secretary for processing. Enquiries related to this Statement or CLC's privacy practices must be directed to:

Canada Lands Company CLC Limited  
1 University Avenue, Suite 1200  
Toronto, Ontario M5J 2P1  
Attention: Corporate Secretary/Privacy Coordinator  
Fax: 416-952-6164

**8. Complying with Law and Practices.**

Any User who wishes to make an inquiry or challenge the compliance or practices of CLC may do so through the Corporate Secretary, in writing. On receipt of a written inquiry or challenge, the Corporate Secretary will document the inquiry or challenge, conduct an investigation as necessary, and respond to the User. Should it be determined that CLC did not comply with this Statement or with provisions of the Privacy Act or Access to Information Act, a remedial action will be included in the response. If required, Users may contact the Office of the Privacy Commissioner of Canada.