

## **Legal Notices**

### Disclaimer

The Penmar Community Arts Society website is not an official statement of District policy, law practices, services or procedure. The Penmar Community Arts Society does not represent or warrant that materials in our websites are accurate, complete, reliable, current or error free. The Penmar Community Arts Society does not represent or warrant that our websites or its server(s) are free from viruses or other harmful components.

### Limitations of Liability; Indemnity

In no event shall the Penmar Community Arts Society be liable for any direct, special, indirect or consequential damages or any other damages of any kind, including but not limited to loss of use, loss of profits, or loss of data, whether in an action in contract, tort (including but not limited to negligence), or otherwise, arising out of or in any way connected with the use of our websites or the materials contained in, or accessed through our websites.

You agree to defend, indemnify and hold harmless the Penmar Community Arts Society and its affiliates and their respective officers, directors, employees and agents from and against any liabilities, losses, costs, claims, expenses, damages, causes of action or demands, including without limitation reasonable legal and accounting fees, arising or resulting, or alleged by a third party to be arising or resulting from your use of any information or material from our websites or your breach of any of these Terms of Use. We reserve the right, at our expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. The provisions of this paragraph shall indefinitely survive the termination of this agreement.

### Links to other sites

The Penmar Community Arts Society does not endorse, approve, certify or control external Internet sites this site may link to and does not guarantee the accuracy, completeness, timeliness or correctness of any information contained on those sites.

### Applicable law

These Terms of Use shall be construed in accordance with the laws of the Province of British Columbia and the Federal laws of Canada applicable therein, without regard to its conflict of laws rules. You expressly agree that any claim or action arising out of or

relating to these Terms of Use shall be filed only in the courts of the Province of British Columbia, if applicable, and you further agree and submit to the exercise of personal jurisdictions of such courts for the purposes of litigating any such claim or action.

#### Termination

Notwithstanding any of these Terms of Use, the Penmar Community Arts Society reserves the right, without notice and in its sole discretion, to terminate your license to use our websites, and to block or prevent future access to and use of our websites.

#### Severability

If any provision of these Terms of Use shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

#### Miscellaneous

These Terms of Use apply exclusively to your access to, and use of, our websites and do not alter in any way the terms or conditions of any other agreement you may have with the Penmar Community Arts Society for products, services or otherwise. The Penmar Community Arts Society reserves the right to change any and all content contained on our websites at any time without notice. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by the Penmar Community Arts Society.

### **Privacy Policy**

Effective date: July 19, 2021

Penmar Community Arts Society ("us", "we", or "our") operates the <http://penmar.ca> website (the "Service").

This page informs you of our policies regarding the collection, use, and disclosure of personal data when you use our Service and the choices you have associated with that data.

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, accessible from <http://penmar.ca>

## **Information collection and use**

We collect several different types of information for various purposes to provide and improve our Service to you.

### **Types of data collected**

#### Personal Data

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City
- Cookies and Usage Data

#### Usage Data

We may also collect information how the Service is accessed and used ("Usage Data"). This Usage Data may include information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

#### Tracking & Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and hold certain information.

Cookies are files with small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

- Session Cookies. We use Session Cookies to operate our Service.
- Preference Cookies. We use Preference Cookies to remember your preferences and various settings.
- Security Cookies. We use Security Cookies for security purposes.

## **Use of data**

Penmar Community Arts Society uses the collected data for various purposes:

- To provide and maintain the Service
- To notify you about changes to our Service
- To allow you to participate in interactive features of our Service when you choose to do so
- To provide customer care and support
- To provide analysis or valuable information so that we can improve the Service
- To monitor the usage of the Service
- To detect, prevent and address technical issues

## **Transfer of data**

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside Canada and choose to provide information to us, please note that we transfer the data, including Personal Data, to Canada and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Penmar Community Arts Society will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

## **Disclosure of data**

## **Legal Requirements**

Penmar Community Arts Society may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of Penmar Community Arts Society
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability

## **Security of data**

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

## **Service Providers**

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

## **Analytics**

We may use third-party Service Providers to monitor and analyze the use of our Service.

## **Links to other sites**

Our Service may contain links to other sites that are not operated by us. If you click on a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

## **Children's Privacy**

Our Service does not address anyone under the age of 18 ("Children").

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Children has

provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

### **Changes to this privacy policy**

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.