

# MAIL CHAMPLAIN

## CONDITIONS AND PRIVACY

<http://mailchamplain.ca>

### **CENTREEATON.CA WEBSITE TERMS AND CONDITIONS OF USE**

Mail Champlain Website (<http://mailchamplain.ca>) ("the Website") is offered to you subject to your acceptance of the Terms and Conditions contained herein.

YOUR USE OF THE WEBSITE CONSTITUTES YOUR AGREEMENT TO THESE TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU SHALL DISCONTINUE YOUR USE OF THE WEBSITE.

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### **Personal and Non-Commercial Use Limitation**

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### **Modification of These Terms and Conditions of Use**

Ivanhoe Cambridge reserves the right to amend these Terms and Conditions at any time by posting the amended terms on the Website, which posting shall constitute notice to you. All amended terms shall be effective immediately upon such notice.

### **Disclaimer of Warranties**

YOUR USE OF THE WEBSITE AND SERVICES AVAILABLE ON OR THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

IVANHOE CAMBRIDGE, ITS AFFILIATES, AGENTS AND LICENSORS CANNOT AND DO NOT WARRANT THAT THE WEBSITE WILL BE UNINTERRUPTED, SECURE, ERROR FREE, ACCURATE, COMPLETE OR CURRENT. NOR DOES IVANHOE CAMBRIDGE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED, THROUGH THE WEBSITE.

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You hereby acknowledge and agree that: (a) Ivanhoe Cambridge does not screen the employment listings posted on the Website; (b) Ivanhoe Cambridge does not guarantee the nature of the positions listed on the Website or the truth or accuracy of the description of such positions; (c) your application via the Website does not create an employer-employee relationship with Ivanhoe Cambridge; and (d) Ivanhoe Cambridge shall not be liable for any employment decisions that you make as a result of your reliance on any information posted on the Website.

### **Limitation of Liability**

IN NO EVENT SHALL IVANHOE CAMBRIDGE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF IVANHOE CAMBRIDGE HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY OF THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

### **Unlawful or prohibited use**

As a condition of your use of the Website, you warrant to Ivanhoe Cambridge that you will not use the Website for any purpose that is unlawful or prohibited by these Terms or Conditions.

You agree not to upload or otherwise transmit through the Website any unlawful, harassing, false, misleading, libelous, abusive, profane, threatening, harmful, vulgar, obscene, sexually explicit, pornographic or otherwise objectionable material of any kind or nature. You further agree not to gain or attempt to gain unauthorized access to other computer systems via the Website.

You agree not to upload or otherwise transmit to or through the Website any material that: (i) infringes on any rights of third parties; and/or (ii) contains any virus or other harmful code that may change or disrupt the Website or any other user's equipment or software.

### **Links to Other Sites**

The Website may contain links to other websites ("Linked Sites") operated by parties other than Ivanhoe Cambridge. Such Linked Sites are not under the control of Ivanhoe Cambridge and Ivanhoe Cambridge is not responsible for the contents of any Linked Site. Ivanhoe Cambridge is providing you with a link to the Linked Sites as a convenience and the inclusion of any such link does not imply endorsement by Ivanhoe Cambridge of the Linked Site or any association with its operators.

### **Privacy Policy**

For Mail Champlain's Privacy Policy, please [click here](#).

### **Notice**

Any notices may be given to you by any means including, but not limited to: (a) email; (b) notices or messages posted on the Website; or (c) any other means by which you obtain notice thereof.

### **Indemnification**

You agree to indemnify and hold Ivanhoe Cambridge, its subsidiaries, affiliates, directors, officers and employees, harmless from all claims, liabilities, damages, losses, including reasonable legal fees and expenses, due to or arising out of your use of the Website or your breach of these Terms of Conditions.

### **Termination**

Either you or Ivanhoe Cambridge may terminate this relationship with or without cause at any time.

You agree that Ivanhoe Cambridge may, in its sole discretion, terminate or suspend your access to all or part of the Website for any reason, including, without limitation, breach of the Terms and Conditions. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating this relationship and such activity may be referred to appropriate law enforcement authorities.

Should you object to the Terms and Conditions or any subsequent modifications thereto or become dissatisfied with the Website in any way, your only recourse is to immediately discontinue your use of the Website.

Ivanhoe Cambridge shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension.

## **Applicable Law and Governing Law**

You agree to comply with all applicable laws and regulations. These Terms and Conditions and all related transactions shall be governed by the laws of the Province in which the shopping centre to which the Website refers is located and the applicable laws of Canada. The parties hereby agree to the non-exclusive jurisdiction of the courts of the Province in which the shopping centre to which the Website refers is located.

## **Severability**

In case any of the provisions of these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **Headings**

The section headings used herein are for convenience of reference only and do not form part of these Terms and Conditions.

## **Benefit of the Agreement**

These Terms and Conditions are binding upon and shall ensure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives and permitted assigns.

You shall not assign or transfer your rights or obligations hereunder without Ivanhoe Cambridge's prior written consent, which consent shall be at Ivanhoe Cambridge's sole discretion.

## **Use of Personal Information**

Ivanhoe Cambridge ("Cambridge") owns and operates the Website and is committed to protecting the privacy of its users. Cambridge does not collect personal information about individual users except: (a) when such personal information is provided to Cambridge on a voluntary basis; (b) to monitor traffic to the Website; (c) to determine the future direction of the Website including any necessary technical upgrades; and (d) to contact you regarding future services.

Personal information about users will not be sold or otherwise transferred to unaffiliated third parties without the user's approval except Cambridge reserves the right to disclose personal information: (a) to its affiliates, subsidiaries and third parties for purposes related to marketing the services offered by Cambridge, its affiliates and subsidiaries; and (b) if such disclosure is made pursuant to a legal proceeding or as required by law.

If you do not wish to be included in Mail Champlain's future marketing efforts, please notify Cambridge by regular mail at Ivanhoe Cambridge, Mail Champlain, 2151, boul. Lapiniere, Brossard, Quebec, by e-mail at [zbarghout@ivanhoecambridge.com](mailto:zbarghout@ivanhoecambridge.com) ←mail to: [jleclerc@ivanhoecambridge.com](mailto:jleclerc@ivanhoecambridge.com)→.

Notwithstanding your wish to cease receiving such promotional and/or marketing information, Cambridge reserves the right to contact you regarding matters relevant to your continued use of the Website and/or any information about you that is held by Cambridge. Cambridge further reserves the right to conduct statistical analyses through the use of data collected through the Website on an anonymous and aggregated basis in order to measure interest in and use of the Website. Cambridge reserves the right to provide its analyses based on such anonymous and aggregated data to third parties.

If you complete and submit an on-line employment application found on the Website, you hereby consent to the disclosure of your completed on-line employment application to: (a) Cambridge personnel; and to (b) the retailer who is a tenant of Montreal Eaton Centre and to whom such application is being made.

## **E-mail**

Cambridge will not monitor, edit, or deliberately disclose private communications unless: (i) required to do so by law; (ii) you grant us permission; or (iii) in the good faith belief that such action is necessary to: (a) comply with the law; (b) comply with any legal process that is served on Cambridge; or (c) protect and defend the rights or property of Cambridge. However, you acknowledge that: (x) there are security and privacy limitations of the Internet which are beyond the control of Cambridge; (y) the security, integrity and privacy of any and all information and data exchanged between you and Cambridge through the Website cannot be guaranteed; and (z) any such information and data may be viewed or tampered with in transit by a third party.

## Cookies

Cookies are small data files containing information to specify unique preferences and to provide personalized content. Cookies collect information such as your browser type, time and length of your visit and any personal information you agree to provide. Most browsers are initially set up to accept cookies but visitors always have the option of disabling cookies and you can reset your browser to refuse all cookies or indicate when a cookie is being sent. However, if you refuse cookies, you may be limited in some areas of the Website.

## Your Rights

At your request, Cambridge will: (a) provide reasonable access to your information that is in Cambridge's records; and (b) use reasonable efforts to allow you to update/correct personal information which you state is incorrect to the extent that the information has been maintained by Cambridge and if so, that such updating/correction will not compromise Cambridge's privacy or security interests, subject to the understanding that it may be impossible to completely delete your information without some residual information because of backups.

## Effective Date

This Privacy Policy is effective as of January 26, 2001. Cambridge reserves the right to change this Privacy Policy at any time by notifying you of the existence of a new Privacy Policy. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on the Website, or by any other means by which you obtain notice thereof. Your continued use of the Website after such modifications will constitute your: (a) acknowledgement of the modified Privacy Policy; and (b) agreement to abide and be bound by the modified Privacy Policy.

## Contacting Ivanhoe Cambridge

If you have any questions about this Privacy Policy or the privacy practices of Ivanhoe Cambridge in respect of this Website, please direct your inquiry to: Communications and Public Affairs, Ivanhoe Cambridge, Centre CDP Capital, 1001, square Victoria, bureau C-500, Montréal (Québec) H2Z 2B5 Canada.

