

Smart Commute Mississauga Website Terms and Conditions of Use and Privacy Policy

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Links to Resources

From time to time the Website may contain links to other websites that are entirely independent of Smart Commute Mississauga and the Website and are otherwise owned and operated by independent bodies. Smart Commute Mississauga does not guarantee the accuracy of information contained in such websites and expressly disclaims, expressly and impliedly, any responsibility or liability for the accuracy, relevance, copyright, compliance, legality, decency or suitability of any material, products, services or information found on any linked website.

Privacy

Smart Commute Mississauga values and respects your privacy, and is committed to protecting your personal information by keeping it confidential and secure. Our directors and employees are authorized to access personal information based only on their need to deal with the information for the reason(s) for which it was obtained. Smart Commute Mississauga does not and will not disclose your personal information to other public bodies, individuals, or private organizations except as authorized by you or the relevant legislation. Smart Commute Mississauga's collection and retention of your personal information is governed by the terms of the Freedom of Information and Protection of Privacy Act, R.S.O. 1990 and other relevant information. We also take measures to ensure that the integrity of this information is maintained and to prevent its being lost or destroyed.

Some portions of the Website use cookies. A cookie is a unit of data that a website sends to your browser. Cookies are typically used to make it more convenient for users to navigate through websites. They are stored on your hard drive and can recognize you when you return to our Website. Many browsers may be set to notify you when you receive a cookie. In addition, the servers on which the Forums are hosted automatically receive and record information from your internet browser, including your IP address which information is stored on the server logs.

At times our Website may request information from you via surveys. Participation in such surveys is completely voluntary. At the time we conduct the survey, we will let you know how we intend to use the information collected. If you choose not to participate in surveys, you will still be able to use our Website.

Notwithstanding the foregoing, as the internet is not a secure medium, the privacy of your communications cannot be guaranteed.

If you visit other websites that may be linked, from time to time, to this Website, please note that they are not governed by this privacy policy.

If you have questions about the manner in which we collect your personal information, you may contact Glenn Gumulka, Executive Director, 201 City Centre Dr. Suite 800, Mississauga, Ontario, L45B 2T4, (905) 896-5941.

Defining Personal Information

Personal information is any information that can be used to distinguish, identify or contact a specific individual. This information can include an individual's opinions or beliefs, as well as facts about, or related to, the individual. Exceptions: Business contact information and certain publicly available information, such as names, addresses and telephone numbers as published in telephone directories, are not considered personal information.

Where an individual uses his or her home contact information as contact information for any Smart Commute Mississauga programs, services or contests or submissions, we consider that the contact information provided is business contact information, and is not therefore subject to protection as personal information.

Contests

Smart Commute Mississauga may occasionally run contests or provide prize incentives that will require you to provide us with your personal information. You must read and agree to all the terms, conditions and rules that apply to that contest before entering it. By entering such contests from time to time, you acknowledge that you have read such rules as may apply, and agree to be bound by them.

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In accordance with the terms of use set out above, the Website is provided on an "as is" and "as available" basis. Smart Commute Mississauga makes no representations, warranties, covenants, agreements or guarantees, express or implied, as to the accuracy, reliability, quality, suitability, truth, currency or completeness of any of the Website, its Contents, and any portion thereof, or any goods or services that may be recommended, advertised, sold or delivered in connection with the Website. All express or implied

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Ensuring that your data and/or equipment used in connection with your use of the Website and its Content is adequately protected is entirely your responsibility. You agree that you will not make a claim or otherwise seek any equitable relief against Smart Commute Mississauga for such losses as may be suffered by you in this respect, including but not limited to lost data, rerun time, data corruption, communication interception, inaccurate output, work delays or lost business, profits, use or other economic advantage, resulting from any use of or access to the Website and its Content.

Applicable Law

Your use of this Website and these terms and conditions shall be governed and interpreted in accordance with the laws of the Province of Ontario. You acknowledge that you have full legal capacity to use this Website and the Forums in accordance with the foregoing. By using this Website, you acknowledge and agree to submit and attorn to the exclusive jurisdiction of the courts of the Province of Ontario in this respect. If you use the Website from another jurisdiction, you are responsible for compliance with any and all applicable local laws. Smart Commute Mississauga does not represent that the materials contained within the Website and any of its Content are appropriate or otherwise available for customers outside the Province of Ontario.