

Privacy Policy, Terms of Use and Disclaimer

The MINA Project collects and processes your personal information in accordance with this Privacy Policy, Terms of Use and Disclaimer (together this "Policy"). Please read this Policy before using The MINA Project website ("Site"). By accessing the Site, you agree to be bound by the terms and conditions in this Policy.

The MINA Project reserves the right to modify, alter, or update this Policy at any time. Please check back from time to time for such modification, alterations or updates. The most current version of this Policy will govern The MINA Project's use of your Personal Information (as defined below). By continuing to access the Site after changes are made to this Policy, you agree to be bound by the then current terms.

This Policy shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. By using the Site, you consent and attorn to the exclusive jurisdiction of the courts located in the City of Toronto and in the Province of Ontario.

Important Information

We want your visit to our Site to be as informative and convenient as possible. In order to maximize your benefit, please review the following terms and conditions, which are designed to enrich your experience.

Privacy and Use of Personal Information

The MINA Project is committed to respecting your privacy and providing you with proper protection and management of any Personal Information you choose to share or that we collect in accordance with this Policy. "Personal Information" consists of any information by which you can be personally identified, such as your first and last name, address, telephone number, or email address. Publicly available information, such as business contact information or a public directory listing of your name, address, telephone number or information that is aggregated and not associated with a specific individual, including demographic information and statistics, is not considered Personal Information.

By providing The MINA Project with your Personal Information through our Site, you consent to the collection, use, and disclosure of such information in accordance with this Policy or for the purposes identified to you at the time you provide the Personal Information.

Collecting Your Information

Your privacy is important to us. The MINA Project will not sell, rent, loan or otherwise provide any of your Personal Information to any third-party entity without your permission or as accounted for in this Policy.

The MINA Project collects information from you at several different points on our Site to facilitate the delivery of services or the fulfillment of a request. The types of information The MINA Project collects include:

- **Device Information.** When you visit the Site, we automatically collect certain information about your device, including information about your web browser and IP address. The collection and processing of this information are to analyze trends and customer interests as well as to administer the Site, track your site movement, and gather broad demographic information for aggregate use.
- **The MINA Project Programs.** For certain Programs, The MINA Project receives and stores Personal Information about the program participants, such as the participants' names and addresses. This information is collected and processed in order to deliver the program to participants and to develop and improve The MINA Project Programs.

You have the opportunity to withdraw or modify your consent, or to opt-out at any time as long as there are no legal or contractual reasons preventing you from doing so and upon reasonable notice. If you wish to withdraw your consent at any time, including removing yourself from our email/ mailing list, please contact us at the contact information provided at the end of this Policy. Please note that any such withdrawal or modification may affect The MINA Project's ability to deliver programs to you as a participant. Notwithstanding your modification and/or withdrawal of consent, we have a right to maintain the collection, use and disclosure of your Personal Information in certain circumstances, including if necessary, in the performance of a task carried out in the public interest or for the establishment, exercise or defence of legal claims.

The MINA Project may share non-personal summary data (such as Site volume information) with third parties.

The MINA Project will disclose Personal Information only in accordance with this Policy or if consent is given by the relevant individual or:

- when permitted or required by law, such as in response to a subpoena or other legal process;
- to a transferee of all or part of The MINA Project;
- to The MINA Project's service providers in accordance with this Policy; or
- to meet legal obligations, including but not limited to regulatory reporting obligations.

Minors

The MINA Project requires all minors seek permission from their parents or guardians prior to submitting any Personal Information to The MINA Project.

Your Communication to The MINA Project

Any communication or material you submit to our Site by electronic mail or otherwise, may be made available to The MINA Project employees or strategic business partners. Any such communication or material may be reproduced, distributed and posted by The MINA Project for internal business purposes. The MINA Project is free to use any ideas, concepts, know-how or techniques contained in any such communication or material for any purpose, including but not limited to developing, processing and marketing its products and services.

Cookies

For the improvement of the Site and client services, the Site makes use of cookies, which automatically collect anonymous user data (such as user traffic patterns and server activity). A cookie is a small text file containing a unique identification number that is transferred from a website to the hard drive of your computer, allowing the Site administrator to identify your computer and passively track your activities on the Site.

We may use cookies to temporarily store some Personal Information. Cookies, by themselves, cannot be used to disclose your individual identity. This information identifies your browser, but not you, to our servers when you visit the Site. Most browsers are initially set up to accept cookies, but you can set your browser to refuse cookies. However, if you do not accept cookies, you may be limited in some areas of Site.

External Sites

This Site may contain links to other websites on the Internet that are owned and operated by third parties. You should be aware that operators of linked websites may also collect your Personal Information and information generated through the use of cookies when you link to their websites. You acknowledge that The MINA Project is not responsible for the availability, content, and ramifications of your use of such third-party websites.

Security

The MINA Project employs reasonable industry safeguards that are intended to protect your Personal Information. When you submit sensitive information via the Site, your information is protected both online and off-line. It is important to remember that no method of transmitting or storing data is completely secure. Mail, voice communications and data transmissions over the Internet are all susceptible to possible loss, misrouting, interception, and misuse of the information being communicated or transmitted. Our servers on which your Personal Information resides, follow industry standards pertaining to security.

Retention

The MINA Project only retains Personal Information for as long as it is necessary for the purposes for which it was collected, or as required by law. When Personal Information is no longer required for these purposes, it is securely destroyed or deleted, subject to any limitations that may be required by law. For further details on our data retention periods, please contact us.

How to Access and Correct Personal Information

We want to ensure that information about you is accurate, complete and current. Please inform us of any change of name, address, or other Personal Information. In addition, you have the right to access the Personal Information that The MINA Project has collected, stored, and disclosed about you, subject to any legal restrictions. If there are errors in the information in your files, you may request that it be changed. If we have disclosed inaccurate information about you to a third party, we will be pleased to contact the third party in order to advise them of the error. In order to access this information, you must put your request in writing to the individual referred to below. Please allow up to four weeks for a response.

Compliance with CASL

The MINA Project supports the transmission of responsible electronic communication as outlined in *Canada's Anti-Spam Legislation* ("CASL").

Under CASL, a Commercial Electronic Message ("CEM") is any message transmitted to an electronic account (e.g., emails, text/sound/voice messages, messages using social media websites) that encourages participation in a commercial activity. "Commercial Activity" is defined as "any particular transaction, act or conduct or any regular course of conduct that is of a commercial character, whether or not the person who carries it out does so in the expectation of profit."

In compliance with CASL, The MINA Project will not:

- transmit CEMs to members or other individuals without their implied or express consent, or unless there is a business relationship or an exemption available under applicable law;
- send CEMs when the recipient has opted out or unsubscribed;
- install computer programs on third-party computers without the consent of the recipient;
- alter transmission data; or
- use false or misleading information.

Consents to receive or unsubscribe from CEMs (including associated Personal Information) will be kept confidential in accordance with the Policy. All requests to change or withdraw consent to receive CEMs will be processed no later than 10 days after receipt.

To unsubscribe or change your preferences to receive CEMs, please contact our Privacy Officer.

Disclaimer and Limitation of Liability

All content available to you through this Site is provided "as is" without warranty or condition of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose.

Your use of this Site is at your own risk. To the maximum extent permitted by law, in no event shall The MINA Project or its affiliates, or their respective directors, officers, employees, agents, contractors, interns, volunteers, suppliers, service providers or licensors be liable for any damages, whether direct, indirect, consequential, incidental, exemplary, punitive or special, characterized as lost revenue, lost savings or revenue or lost profits, whether based on contract, tort (including negligence), or other legal or equitable bases, arising from, or in connection with, your use, or inability to use, this Site, including but not limited to those that result from interruptions, mistakes, deletions of files, viruses or any failure of performance whether or not caused by acts of God, even if The MINA Project has been advised of the possibility of such damages in advance.

Privacy Officer

Our Privacy Officer can be contacted at info@theminaproject.ca.