

HORSTMAN CANADA - TERMS AND CONDITIONS OF USE

The terms "You", "Your", "Yourself" and "Yours", when used in these Terms, includes any user of the website.

1. Your information (Data Protection)

We respect your privacy. We do not market, rent or sell our email list to any outside parties.

We need your e-mail address so that we can ensure that the people using our forms are bona fide. It also allows us to send you e-mail newsletters and other communications, if you opt-in. Your postal address is required in order to send you information and pricing, if you request it.

Please call us at 01-647-497-6602 if you have any questions or concerns.

2. Cookies

Like many websites, our website uses cookies. Cookies are data files that are stored on your computer. They may contain information that enables a website promoter to identify each time a user visits a website, in order to see how the users are interacting with the website and to record how frequently they are returning to it. The cookies that we use do not contain personal data about you.

When you come to our website, the server attaches a small text file to your hard drive - that is the cookie. This file is unique to you - it can be read by the server or your browser software. This unique cookie tells us that your computer has been used to re-enter our website. We may also use cookies to authenticate and record your acceptance to other applicable terms and conditions. Finally, we may also use cookies to authenticate and record your acceptance to the handling of other information, including personal data that you may voluntarily provide from time to time.

Cookies cannot be executed as code or used to deliver a virus. Other servers cannot read them and personal information cannot be gathered from them. They are simply an identifier shared between you and us; we do not share them with anyone.

If you do not want to accept cookies from us, your browser software should allow you to decline or accept cookies. Look in the 'Preferences' or 'Internet Options' features of your browser to do this. However, you should know that if you disable acceptance of cookies or modify your cookies in any manner, you may not be able to access our website or specific information, materials and/or services available on our website.

3. Intellectual Property Rights

All content including pictures, designs, logos, photographs, written text and other materials on this website are owned, controlled or licensed to us. They are protected by copyright, trade marks and other intellectual property rights. Unauthorized use of this content is prohibited.

4. Links

These Terms only cover this website. Any links within this website are for convenience only. We accept no responsibility or liability for the content of websites which are not under our control. You use such other websites at your own risk.

5. Limitation of Liability

5.1 The material displayed on this website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we shall not be liable to you in contract, tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage incurred by you in connection with the website or in connection with the use, inability

to use or as a result of the use of the website, any websites linked to it and/or any materials posted on it.

5.2 To the extent permitted by law, we shall not be liable to you in contract, tort (including without limitation, negligence) and/or breach of statutory duty for any loss of profits, business, goodwill, reputation, revenue or business opportunity whether direct or indirect and for any other indirect or consequential (including economic) loss of any kind which You may suffer in connection with the website or in connection with the use, inability to use or as a result of the use of the website, any websites linked to it and/or any materials posted on it.

5.3 Nothing in these Terms shall operate so as to:

Exclude either party's non-excludable liability in respect of death or personal injury caused by its negligence or the negligence of its servants or agents; or Exclude liability for fraudulent misrepresentation

5.4 We do not warrant that the website will operate error-free or that the website and its server are free of computer viruses. If your use of the website results in the need for servicing or replacing equipment or data, we are not responsible for those costs.

5.5 Save as set out in these Terms, we, to the greatest extent permitted by law; exclude all warranties, conditions and other terms which might otherwise be implied by statute, common law or the law of equity.

6. Applicable Law

The construction, validity and performance of these Terms shall be governed in all respects by the laws of the Ontario, Canada. Any dispute arising under these Terms shall be subject to the exclusive jurisdiction of the Ontario courts and the parties waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

7. Privacy Policy

This policy shows that any personal data we collect from you, or that you provide to us, will be processed by us.

Please carefully read the following in order to understand our views and practices regarding our treatment of your personal data.

INFORMATION WE MAY COLLECT & PROCESS

- Information that you provide through filling in forms on our site
- If you contact us, we may keep a record of that correspondence
- Details of your visits to the Website including, but not limited to, your IP address, traffic data, location data, weblogs and other communication data

Please note that the Website uses cookies. For more details, please see our Terms and Conditions of Use of this website.

WHERE WE STORE YOUR PERSONAL DATA

All information you provide to us is stored on our secure servers. Where you have a password which enables you to access certain parts of the website, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data

transmitted to the Website; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

The data that we collect from you may be transferred to, and stored at a destination outside the Canada. It may also be processed by staff operating outside of Canada who works for us or for one of our suppliers. Such staff may be engaged in the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps necessary to ensure that your data is treated securely and in accordance with this privacy policy.

This may not apply to those websites that are not actively trading. It is usually applicable when banks are involved because the data may be transferred outside Canada during a payment transaction.

USES MADE OF THE INFORMATION

We use information held about you to provide you with information, products or services that you request from us where you have consented to be contacted for such purposes. We also use your data to carry out our obligations arising from any contracts between you and us.

If you are an existing customer, we will only contact you by electronic means with information about goods and services similar to those which were the subject of a previous sale to you. If you are a new, customer we will contact you by electronic means only if you have consented to this.

DISCLOSURE OF YOUR INFORMATION

We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries.

Reasons to disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If we are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our Terms and Conditions of Use of this website and other agreements; or to protect the rights, property, or safety of Horstman Inc., our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

YOUR RIGHTS

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes.

You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at:

Data Protection Officer
Horstman Systems Inc.
5-300 Trowers Road
Woodbridge, ON
L4L 5Z9
Canada
Email: inquiries@horstmansystems.com

CHANGES TO OUR PRIVACY POLICY

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

8. General

For the avoidance of doubt nothing in these Terms shall confer on any third party any benefit or the right to enforce any provision of these Terms.

The rights and remedies of each party in respect of these Terms shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by one party neither to the other nor by any failure of or delay by a party in ascertaining or exercising any such rights or remedies.

The provisions of these Terms are severable and distinct from one another and, if at any time any of the provisions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.

9. Contact details

This Website is owned and operated by: Horstman Inc. 44215 Phoenix Dr. Sterling Heights, MI 48314

You can contact us at:

Phone: 01-647-497-6602

Please note that calls may be recorded or monitored for training purposes.

E-mail: inquiries@horstmansystems.com

10. Complaints

If you are unhappy with anything that appears on this website, please refer complaints to: inquiries@horstmansystems.com