



KNOWLTON GOLF CLUB PRIVACY POLICY

Last Updated: April 19, 2024

KNOWLTON GOLF CLUB TERMS OF USE.

Please carefully read the following Terms of Use (hereinafter "Terms of Use") below from Knowlton Golf Club, headquartered at 264 Chem. Lakeside (J0E 1V0), in the city of Knowlton, in the province of Quebec, Canada (hereinafter referred to as "**GOLF KNOWLTON**" or "we").

GOLF KNOWLTON operates the website "knowltongc.ca" (hereinafter the "**Platform**"). By deciding to use the Platform and the services of GOLF KNOWLTON, you, understood as the end user or the organization you represent or work for (hereinafter the "**User**" or the "**Users**"), accept all the Terms of Use below which govern the content and use of the Platform, as well as the "**Privacy Policy**".

These Terms of Use have the effect of legally binding the User and GOLF KNOWLTON (hereinafter the "**Parties**"). The Parties are entitled to invoke these Terms of Use and to take all useful and necessary measures to enforce them.

If the User does not accept these Terms of Use or, as the case may be, the Terms of Use as modified from time to time, the User must not, or must no longer, use the Platform.

ACCESS AND USE OF THE PLATFORM

If you browse the Platform, it means you have read, understood, and accepted the Terms of Use. The Platform is accessible from any computing device (computer, smartphone, tablet, etc.).

GENERAL FEATURES OF THE PLATFORM

The features of the Platform allow you to:

- Consult the services offered by GOLF KNOWLTON;
- Consult the content created or disseminated by GOLF KNOWLTON;
- Subscribe to the GOLF KNOWLTON newsletter;

THE SERVICE

The Platform is accessible at all times. The Platform may be temporarily unavailable due to updates or technical issues. GOLF KNOWLTON is not responsible for any service interruption or update. GOLF KNOWLTON tries to perform updates when the traffic on the Platform is at its lowest.

GOLF KNOWLTON does not guarantee that the Platform, or any part thereof, will operate on particular hardware or devices. Moreover, the Platform may be subject to malfunctions and delays inherent to the use of the Internet and electronic communications.

GOLF KNOWLTON reserves the right to add, delete, and modify all content, or part thereof, on the Platform. GOLF KNOWLTON cannot be held responsible for errors, typographical errors, and bugs.

GOLF KNOWLTON also reserves the right to suspend or terminate your access to the Platform or its features without notice when it is reasonable for us to do so, especially if:

1. For any reason, we cease to provide the services of the Platform;
2. Your use of the Platform has been in any way inappropriate or violates the spirit of the Terms of Use;
3. We reasonably believe that the Platform is threatened by fraud or abuse;
4. Our IT infrastructure is failing, experiencing outages, or requires maintenance;
5. We are ordered or recommended to suspend access to the Platform by security services, a court, or a competent regulatory authority.

Each User of the Platform agrees, non-exhaustively, not to:

1. Use the Platform in a way that could damage, disable, overload, or compromise the Platform;
2. Disrupt the security or otherwise abuse the Platform, or any service, resource, systems, servers, or networks connected to the Platform or affiliated or linked sites accessible through them;
3. Disturb or disrupt the use or enjoyment of the Platform by other services or affiliated or linked sites;
4. Download, post, or otherwise transmit to the Platform any virus or other harmful, disruptive, or destructive computer file or program;
5. Use a robot, spider, or other automatic device or manual process to monitor or copy the pages of the Platform or its content;
6. Transmit through the Platform unsolicited emails, chain letters, spam, or other types of mass unsolicited emails;
7. Attempt to gain unauthorized access to the Platform or certain portions thereof to which access is limited. In addition, the User agrees that they are solely responsible for all actions and communications undertaken or transmitted to or on their behalf, and agrees to comply with all applicable laws regarding their use or activities on the Platform.

INTELLECTUAL PROPERTY

Unless otherwise indicated, all intellectual property rights (trademark, copyright, etc.) (hereinafter "**Intellectual Property**") related to the Platform are the exclusive property of GOLF KNOWLTON. You may not copy or use the material, structure, menu, appearance, or characters appearing on the Platform without the explicit consent of GOLF KNOWLTON.

Certain names, words, titles, expressions, logos, icons, graphics, designs, domain names, or other content on the Platform may, among other things, be trademarks or trade names, registered or unregistered (for the purposes of these Terms of Use, they are all referred to as "Trademarks"). These Trademarks are protected by applicable Canadian and foreign trademark laws and are, as the case may be, the exclusive property of GOLF KNOWLTON. Without limiting the scope, the Intellectual Property elements belonging to GOLF KNOWLTON include, but are not limited to, the following elements:

- All logos, designs, graphics, photos, videos, trademarks (registered or unregistered), symbols, texts, expressions, words, and all general content of the Platform not already subject to Intellectual Property rights;
- All software, APIs, and materials made available by the Platform;
- All databases made available by the Platform; and
- All content offered by the Platform for free download.

Unless otherwise indicated, all information provided on the Platform belongs to GOLF KNOWLTON and is protected by applicable law. Moreover, the information cannot be copied, displayed, distributed, downloaded, licensed, exploited, modified, published, reproduced, reused, sold, transmitted, or used for derivative, public, or commercial works without the express written permission of GOLF KNOWLTON. The information is protected under Canadian copyright and trademark laws and the laws of the countries hosting the Platform.

The images and text contained on the Platform that are downloaded, copied, saved, or printed are still subject to these Terms of Use. You must ensure that all copyright and trademark notices are still included. The content of the Platform may be modified at any time without notice. For more information regarding permission to use, reproduce, or republish any information presented on the Platform, please contact us at averhoef@knowltongc.ca.

No provision herein shall be construed as conferring any license or right to the User under copyright or trademark laws.

Any unauthorized downloading, retransmission, copying, or modification of Intellectual Property or data contained on the Platform may violate laws including those relating to trademarks or copyrights, and may expose the User to legal action.

Subject to applicable laws, the importing, creating, submitting, or storing of content by the User grants GOLF KNOWLTON a free, assignable, sublicensable, non-exclusive license worldwide. This license authorizes GOLF KNOWLTON to host, use, modify, reproduce, publish, publicly display, create derivative works, or distribute your content. Under this license, GOLF KNOWLTON can only use your content in connection with the operation, promotion, or improvement of its services. If you wish to remove your content from the Platform, you can send us a request by email at averhoef@knowltongc.ca. GOLF KNOWLTON will make reasonable efforts to fulfill your request within a reasonable timeframe.

HYPERLINKS TO THIRD-PARTY SITES

The Platform may contain hyperlinks to websites, content, or resources managed by third parties (hereinafter "**Third-Party Sites**") that are not controlled, operated, or maintained by GOLF KNOWLTON.

These hyperlinks do not imply, in any way, an implicit endorsement, or an association with these Third-Party Sites, their content, their owners, or the products and services offered by them.

Moreover, GOLF KNOWLTON does not guarantee the accuracy, integrity, quality, or nature of the content of these Third-Party Sites. GOLF KNOWLTON cannot be held responsible for any damage, prejudice, or loss arising from your use or reliance on the information, services, or content provided on these Third-Party Sites.

GOLF KNOWLTON advises Users to carefully review the privacy policies, terms of use, and other conditions applicable to these Third-Party Sites. The User acknowledges and agrees that GOLF KNOWLTON shall not be liable, directly or indirectly, for any damage, prejudice, or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods, or services available on or through these Third-Party Sites.

SOCIAL MEDIA

The following terms apply when you access a social media page, user account, website, network, or any application contained therein designed and managed by a social media entity (individually, a "**Social Medium**" and collectively, "**Social Media**").

General Statement

By using Social Media pages and submitting a comment, photo, video, or any other content, you (and your parent/legal guardian if you have not reached the age of majority in the province or territory where you reside) agree to be bound by the Terms of Use and Privacy Policy of GOLF KNOWLTON as well as the Terms of Use of third-party Social Media providers, and to comply with them. You also consent to GOLF KNOWLTON copying, editing, publishing, translating, and distributing your comment, photo, video, or other content posted on Social Media, without compensation.

Social Media Terms of Use

Some comments and other content posted on Social Media pages may not represent the opinions of GOLF KNOWLTON. Therefore, you agree not to post or submit information, posts, links, or any other content of any kind on Social Media pages that fall into any of the categories described below, regarding GOLF KNOWLTON:

- Any defamatory content;
- Offensive content;
- Counterfeit content;
- Obscene content;
- Deceptive content;
- Illegal content;
- Content that otherwise violates the rights (including those related to the protection of personal information) of others;

- Any content containing advertising;
- Promotional materials or any form of unwanted solicitations;
- Content with falsified origin or source;
- Any financial or personal information, about you or another person; and
- Any information that GOLF KNOWLTON deems to be in violation of the Terms of Use.

Any information, message, link, or item that GOLF KNOWLTON considers to belong to any of the above categories will be immediately removed, without liability to GOLF KNOWLTON.

Furthermore, GOLF KNOWLTON assumes no responsibility for filtering messages posted on Social Media.

GOLF KNOWLTON disclaims all liability with respect to GOLF KNOWLTON holding or operating Social Media, including for any loss or damage direct or indirect arising from any action or decision taken by you or another person regarding the use of Social Media websites.

DISCLAIMER, WARRANTY EXCLUSION, AND INDEMNIFICATION GOLF KNOWLTON does not warrant the accuracy, completeness, quality, relevance, or content of the information on its Platform. This information is provided "as is," without any warranty or condition, express or implied, including, among others, implied conditions and warranties regarding merchantability and fitness for a particular purpose, except in territories that do not allow the exclusion of warranties. GOLF KNOWLTON is not responsible for the content posted on the Platform by Users and the damages that may result therefrom. Each User is responsible for the content they exchange on the Platform and may not use the Platform for purposes contrary to the laws applicable in Quebec and Canada.

When the User is a consumer within the meaning of the Quebec Consumer Protection Act, it does not allow the exclusion of warranties and the non-liability of GOLF KNOWLTON for certain damages. In this case, the User has additional rights and is not subject to some of the limitations mentioned below.

Except where the Consumer Protection Act applies, GOLF KNOWLTON shall not be liable for any direct, indirect, special, incidental, and consequential damages, or any other damages whatsoever, including loss of revenue, profits, or anticipated economic benefits arising from the use or inability to use the Platform, the information, documents, and software contained therein, with their content, even if GOLF KNOWLTON has been advised of the possibility of such damages or even if such damages may be reasonably foreseeable.

GOLF KNOWLTON acts as a third party facilitating the connection for services with participating therapists. By offering services to the public, you enter into a service contract directly with them and not GOLF KNOWLTON. You understand and agree that GOLF KNOWLTON cannot be held responsible for the outcome of transactions between therapists and the public using the Platform. GOLF KNOWLTON has no control or responsibility over the legality or use of services found by using the Platform, It is the responsibility of the therapist and the concerned client to resolve any disputes or claims regarding a service obtained via the Platform.

As a User, you will indemnify GOLF KNOWLTON, and, if applicable, its directors, officers, shareholders, associates, employees, agents, consultants, and other GOLF KNOWLTON stakeholders, and release them from liability for all claims, liabilities, losses, and expenses (including legal fees) attributable to the use of the Platform and/or the violation of these Terms of Use, whether such violation is by you or any third-party user of your account. You may not use or export information, or any copy or adaptation of information in violation of applicable laws or regulations.

MODIFICATION OF THESE TERMS

We occasionally update these Terms of Use. Your continued use of the Platform constitutes your agreement to these Terms of Use and any updates thereto.

However, when the Consumer Protection Act applies, GOLF KNOWLTON will notify Users of the Platform thirty (30) days prior to the effective date of the modification of these Terms. If the User rejects these modifications and wishes to terminate the contract, he or she shall have up to thirty (30) days following the effective date of the modifications to send notice to GOLF KNOWLTON and settle, without charge or penalty, his or her obligations to GOLF KNOWLTON.

INTERPRETATION

The headings of the preceding articles are inserted for reference purposes only and will not affect the construction or interpretation of the provisions of these Terms of Use. Where the context requires, any word written in the singular includes the plural and vice versa; any word written in the masculine gender also includes the feminine gender and vice versa.

CONTACT PERSON

If you have any questions or comments regarding any content on the Platform, please contact us at averhoef@knowltongc.ca

Please read this policy and our Terms of Use carefully to understand our privacy practices. If you disagree, please stop using our Platform. By continuing to use the Platform, you agree to the practices described in this policy.

We, Club de Golf de Knowlton, a legally incorporated company, attach great importance to the protection of your privacy in the context of evolving new technologies. We only collect professional information (Name, First Name, Professional Email, Nature of your request) through the contact form on our website. We recommend that you do not include personal information in your contact message. If, however, this were to be the case, you consent to us processing this personal information in accordance with applicable laws.

The only personal information that may be collected about you on our website is through connection cookies. This information includes: IP address, browser configuration, web preferences and cookies, browsing activities.

We use your information only to communicate with you, provide you with the services you have requested from us, analyze our web audience, and improve your experience on our website. Your

information may be shared with our service providers to ensure the continuity of services and the security of the Platform. We may also share your information in case of a legal obligation or request from competent authorities.

The personal information we collect is stored in Quebec and will not be transferred outside this territory without your consent. GOLF KNOWLTON does not retain any personal information for purposes other than those for which it was collected and complies with the retention period imposed by law.

You have the right to request access to your personal data and to correct or delist it. You can also withdraw your consent by contacting us, but this may affect our ability to provide you with our services.

We may change the content of this Privacy Policy at any time. We therefore invite you to consult it regularly to remain informed about how we process personal information.

For any questions or requests concerning your personal information, please contact our privacy officer.

Privacy Officer averhoef@knowltongc.ca