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(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

17. Indemnification. You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including but not limited to the content you submit or make available through this Application.

18. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

19. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the province of Québec without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively before the courts of the province of Québec, in the city of Montréal. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

20. Entire Agreement. This Agreement and our Privacy Policy constitute the entire agreement between you and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

21. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

Privacy Policy

Policy

Summit Tech Multimedia Communications Inc. ("Summit Tech", "we", "our", "us") knows that you care about how your personal information is used and shared, and we take your privacy very seriously. Please read the following to learn more about our privacy policy. By visiting the Summit Tech website, you are accepting the practices outlined in this Privacy Policy.

What this Policy Covers

This Privacy Policy covers Summit Tech's treatment of personal information that Summit Tech gathers when you are on the www.summit-tech.ca website and when you use Summit Tech services. Except where expressly stated, this policy does not apply to the practices of third parties that Summit Tech does not own or control, or to individuals that Summit Tech does not employ or manage.

EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield

Summit Tech Multimedia Communications Inc. participates in and has certified its compliance with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework. We are committed to subjecting all personal data received from European Union (EU) member countries, and Switzerland, respectively, in reliance on each Privacy Shield Framework, to the Framework's applicable Principles. To learn more about the Privacy Shield Framework, and to view our certification, visit the U.S. Department of Commerce's Privacy Shield List.

Some of our data is provided by the human resources departments of our clients. In such cases, we apply the following principles which, in the case of any conflict, supersede any principles elsewhere in this policy:

We require that clients supplying human resources data to us regarding employees located in the EU or Switzerland certify the secure nature of their transmission to us. We will not receive or transmit data except over secure systems.

We use such data only for the purpose of supplying services to the client or its employees; however, we may use non-personally identifiable information as stated elsewhere in this Policy and we may compile personally identifiable information into non-personally identifiable statistical information.

Data access is limited to our employees, agents, consultants and contractors engaged in servicing our client or its employees.

At the end of our arrangement with a client, we will retain only such information as is required for our business needs, for statistical purposes and for legal, accounting or regulatory purposes. Data which is no longer needed will be destroyed using adequate destruction techniques to ensure that the data is unrecoverable.

Summit Tech Multimedia Communications Inc. is responsible for the processing of personal data it receives, under each Privacy Shield Framework, and subsequently transfers to a third party acting as an agent on its behalf. Summit Tech Multimedia Communications Inc. complies with the Privacy Shield Principles for all onward transfers of personal data from the EU, and Switzerland, including the onward transfer liability provisions.

Summit Tech Multimedia Communications Inc. is committed to cooperating with the panel established by the EU data protection authorities (DPAs) and the Swiss Federal Data Protection and Information Commissioner (FDPIC) with regard to unresolved Privacy Shield complaints concerning human resources data transferred from the EU and Switzerland. If you have an unresolved privacy or data use concern related to human resources data that we have not addressed satisfactorily, please contact the EU DPAs and the Swiss FDPIC for more information or to file a complaint.

With respect to personal data received or transferred pursuant to the Privacy Shield Frameworks, Summit Tech Multimedia Communications Inc. is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, we may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Information Collected by Summit Tech

We collect the following types of information from Summit Tech users: Information You Provide to Us. We receive and store any information you enter on our website or provide to us in any other way. You can choose not to provide us with certain information, but then you may not be able to take advantage of many of our special features.

Registration

In order for you to use Summit Tech services you must create an account by completing a registration form. As part of this registration form, we require select personal information (including your full name, email address and, if applicable, your employer's Affiliate Code).

User Profile

To allow you to express yourself beyond just the information collected during registration, we enable you to provide additional information in your User Profile. This information may include your location, your birth date and your interests. In addition, you may choose to include photos of yourself in your User Profile.

Orders

If you purchase a product or service through Summit Tech, then Summit Tech will collect billing information (such as credit card number, expiration date, or bank account numbers) and address information (such as name, email address, and shipping address).

Blogs

If you use a blog on Summit Tech, then you should be aware that any personal information you submit there can be read, collected, or used by other users of these forums, and could be used to send you unsolicited messages. We are not responsible for the personal information you choose to submit in these forums.

Automatic Information

We receive and store certain types of information whenever you interact with us. Summit Tech and its authorized agents automatically receive and record certain "traffic data" on their server logs from your browser including your IP address, Summit Tech cookie information, queries and the page you requested and store it in log files. Summit Tech uses this traffic data to help diagnose problems with its servers, analyze trends and administer the website. Summit Tech may collect and, on any page, display various aggregate counts of the times that pages have been viewed. This includes User Profile pages. We may combine this automatically collected log information with other information we collect about you. We do this to improve our services and site functionality.

Use of information by Summit Tech

Summit Tech uses your information to contact you about your order(s); to contact you about Summit Tech-related news, features, products, surveys, promotions, updates and/or special offers; to facilitate social networking (e.g. friend requests and notifications, creating groups of users with similar goals, or referee and supporter requests); to serve ads tailored to your stated interests and goals; and, without using personal information, to analyze and report success trends.

Email Communications

Based upon the personal information that you provide to us, we will send you a welcome email after you have registered with Summit Tech. Summit Tech may send out emails in response to your inquiries, to manage your account and to facilitate the actions described above in the "Use of information by Summit Tech" section. You may receive notification emails from Summit Tech, which inform you of actions performed on the site (e.g. friend requests and notifications).

If you do not want to receive email from us, please visit the Notification Preferences section of your User Profile and/or follow the instructions contained in the unwanted email message. However, please note that in all cases you will continue to receive certain system emails (e.g. those regarding forgotten user passwords and related to success and failure in on-going goals you have created for yourself) and legal notices (e.g. updates to our policies) from us. If you wish to stop receiving these emails you may deactivate or suspend your account.

If you have provided us information to invite a third party to the site or to be your referee or supporter, then we will automatically send that third party email inviting him or her to visit the site. Your friend may contact us here or through the link on the bottom of the email to request that we remove their information from our database.

Cookies and Other Tracking Technologies

We Summit Tech Multimedia Communications Inc. and our partners use technologies such as cookies or similar technologies to analyze trends, administer the website, track users' movements around the website, and to gather demographic information about our user base as a whole. Users can control the use of cookies at the individual browser level.

Online Advertising

We may use third party advertising service companies to serve advertisements when you visit our site. These companies may use cookies, pixel tags, and other methods to collect non-personal information about your visits to our and other websites to provide you with advertisements about products, services, and events that may be of interest to the user. If you wish to not have this information used for the purpose of serving you interest-based ads, you may opt-out by clicking [here](#) (or if located in the European Union click [here](#)). Please note this does not opt you out of being served ads. You will continue to receive generic ads

If you would like more information about this practice and to know your choices about not having this information used by these companies, click [here](#) to visit the Network Advertising Initiative's website. You can also learn how to opt out of third-party advertisers' tracking methods in conjunction with links, online ads, etc. by visiting the advertisers' sites.

Links to 3rd Party Sites

The Summit Tech website includes links to other websites whose privacy practices may differ from those of Summit Tech. If you submit personal information to any of those sites, your information is governed by their privacy policies. We encourage you to carefully read the privacy policy of any website that you visit.

Social Media Widgets/Features

Our Web site includes Social Media Features, such as the Facebook Like button. When you interact with it, These Features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the Feature to function properly. Social Media Features and Widgets are either hosted by a third party or hosted directly on our Site. Your interactions with these Features are governed by the privacy policy of the company providing it.

Sharing Your Information

Because Summit Tech enables people to discover and share information with one another, information about the people who use Summit Tech is an integral part of the Summit Tech

experience. Although we may share non-personal information, such as aggregate user statistics, demographic information, and website usage information with third parties, rest assured that we will share your personal information only as described below. Summit Tech Personnel and Affiliates:

Summit Tech personnel, approved academic researchers, authorized consultants and/or contractors may have access to user information if necessary to serve you in the normal course of Summit Tech business. This means that user information, including name, address, phone number, credit card details and Commitment Contract details may be used for the following reasons: responding to user requests, ensuring smooth operation of users' Commitment Contracts, and/or modifying the Commitment Contract product to increase users' success rates.

Agents/Service Providers

Summit Tech employs third parties to perform functions on our behalf; examples include hosting or operating the Summit Tech website, fulfilling orders for products and services purchased through the Summit Tech websites, sending e-mail and/or other communications, providing wireless services, removing repetitive information from customer lists, data analysis, marketing assistance, credit card payment processing, and customer service. These third parties may have access to your personal information for the purpose of performing such functions on the Summit Tech's behalf.

Business Transfers

In some cases, we may choose to buy or sell assets. In these types of transactions, user information is typically one of the business assets that is transferred. Moreover, if Summit Tech, or substantially all of its assets, were acquired, user information would be one of the assets that is transferred.

Protection of Summit Tech and Others

We may release personal information when we believe in good faith that release is necessary to comply with a law; to enforce or apply our Terms of Use and other policies; or to protect the rights, property, or safety of Summit Tech, our employees, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction. We also reserve the right to disclose your personal information as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process served on Summit Tech.

User Profile Information

Information collected during registration and subsequent visits, such as your full name and location, may be displayed to other Summit Tech users in your User Profile. The User Profile is the area on Summit Tech where we allow you to tell other Summit Tech users about yourself and your

interests.

API

Summit Tech will allow third parties access to all Summit Tech data that is already publicly available through the Summit Tech website. Summit Tech will keep private any passwords.

E-Commerce

Summit Tech may allow users to choose to share information with third parties, including marketers or electronic commerce providers through on-site offers.

Employers and Affiliate Entities

Summit Tech may also provide your personal information to your employer or other affiliated company if you have entered an Affiliate Code during registration or are otherwise a user of our corporate portal in a program sponsored by your employer.

With Your Consent

Except as noted above, Summit Tech will not provide users' personal information to third parties or use it for a purpose incompatible with the purpose(s) for which it was originally collected without their prior permission.

Keeping Information Secure

The security of your information is of paramount importance to us. Your Summit Tech account information is protected by a password for your privacy and security. In addition, we follow generally accepted industry standards to protect the personal information of our users, both during transmission and after we receive it. Summit Tech strives to use reasonable security to protect your personal information, including use of encryption, firewalls, and hashing on select types of information collected by Summit Tech. When you enter sensitive information (such as credit card numbers or bank account information) on our order forms, we encrypt your information with reasonable security during transmission.

You can enhance your security by protecting against unauthorized access to your password and to your computer by logging off once you have finished using a shared computer.

Only employees who need personal information to perform a specific job (for example, a customer service representative) are granted access to it. All of our employees are kept up to date on our privacy and security practices.

Ways to Control Display and Use of Your Information

You can always opt not to disclose information, but then you may be unable to use certain features on our website.

Upon request Summit Tech Multimedia Communications Inc. will provide you with information about whether we hold any of your personal information. By visiting your User Profile, you can correct, amend, add or delete your personal information that is on our website. When you update information, however, we often maintain a copy of the unrevised information in our records as part of our normal back-up procedures and so that we can comply with any future requests for such information in conjunction with future legal proceedings. You may also control what personal information is displayed in your User Profile by visiting the Privacy Settings section of your User Profile.

To request removal of your personal information from our blog or community forum, Contact Us. In some cases, we may not be able to remove your personal information, if that is the case then we will let you know that we are unable to do so and why.

You may request access to any Personal Information that we have collected that is not available on your User Profile page so that you may correct any inaccuracies or request deletion of that information; we will respond to your request within a reasonable timeframe.

You may also request deletion of your Summit Tech account if you Contact Us. We will respond to requests within a reasonable timeframe.

We will retain your information for as long as your account is active or as needed to provide you services. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Children 13 to 18 Years of Age

We recommend that children age 13 to 18 talk with their parents before posting information about themselves on the Internet.

Under 13 Years of Age

Children under age 13 are prohibited from registering to use the Summit Tech website. If you are under 13 years old, please do not attempt to register with this site or send any information about yourself to us. Summit Tech does not knowingly allow users under age 13 to register nor does Summit Tech knowingly collect information about children under age 13. If we learn that Summit Tech has collected information from a child under the age of 13, we will delete that information as quickly as reasonably possible. If you believe that Summit Tech may have information from or about a child under 13 years old, please Contact Us.

Changes to this Privacy Policy

Summit Tech may amend this Privacy Policy from time to time, at its sole discretion. Use of information we collect now is subject to the Privacy Policy in effect at the time such information is used. If we make material changes to the Privacy Policy, we will notify you here, by email, or by posting an announcement on the Summit Tech website prior to the change becoming effective so you are always aware of what information we collect, how we use it, and under what circumstances

if any, it is disclosed.

Conditions of Use

If you decide to visit Summit Tech website, your visit and any possible dispute over privacy is subject to this Privacy Policy and our Terms of Use, including limitations on damages, arbitration of disputes, and application of Canadian law.

Effective Date of this Privacy Policy

This Privacy Policy is effective as of August 25, 2013 and last updated January 26, 2018. The original privacy policy was posted here on December 10, 2007.