

NOVA SCOTIA BUSINESS INC. (NSBI)

Online Events Registration Terms and Conditions

MAY 2016

Carefully read all of these terms and conditions.

Accessing this website by clicking the "I accept" button below is the equivalent of your signature and indicates you agree to the terms and conditions. It also indicates that you accept the use and disclosure of your personal information as described in the terms and conditions, including the terms of our NSBI's Online Events Registration Privacy Statement.

If you do not agree with any of these terms and conditions, or **NSBI's Online Events Registration Privacy Statement**, you cannot complete the electronic transaction. Please contact NSBI at 902-424-6650 or toll-free 1-800-260-6682 (in North America) or by email at: calendar@nsbi.ca, and we will assist with your registration.

1. Definitions

"Events Registration Terms and Conditions" means the events registration terms and conditions consisting of the following:

- (i) the terms and conditions as set out in this page which are entitled "NSBI's Online Events Registration Terms and Conditions" and "NSBI's Online Events Registration Privacy Statement" ;
- (ii) the "Terms of Use" applicable to the whole of NSBI's website; and
- (iii) the "Privacy Statement" applicable to the whole of NSBI's website.

"Fees" means the payment(s), if any, for a specific electronic transaction request described during each applicable transaction process, payable by you at the time of transaction using a credit card or similar means as may be offered by NSBI.

"NSBI" means the Nova Scotia Business Incorporated, a corporation created pursuant to Chapter 30 of the Statutes of Nova Scotia, 2000, the *Nova Scotia Business Incorporated Act*.

"Service" means the content, information and electronic transactions contained on this website or accessible as options within this website, and includes any event registration arranged or purchased through this website.

2. Limited right to use

You agree that you will use the Service and any content, information or documents you

obtain from the Service only for personal, non-commercial, lawful purposes.

The use of the Service and viewing, downloading or purchasing of any content, information or event grants you only a limited, non-exclusive, non-transferable licence for use solely by you for your own personal, non-commercial, lawful purposes. You agree that it shall not be used in the operation of a service bureau or for any other commercial purpose.

The rights granted to you by NSBI for the use of the Service do not include the right to use the name, logo, or trademarks of NSBI.

3. Ownership and copyright

The Service and all content, information and documents, including without limitation, designs, graphics, data, databases, web pages, text, files, logos, and trademarks and other matters related to this website and the Service are owned or licensed by NSBI and are protected under applicable copyright, trade-mark and other intellectual property laws. The copying, redistribution, use or publication by you of any such content, information or documents or any part of the Service, except as allowed by the Events Registration Terms and Conditions, is strictly prohibited. You do not acquire ownership rights or copyright in the Service, or in any content, information or documents obtained through the Service.

4. Fees and payment

As required to complete a service transaction, you will agree to pay the applicable fee as instructed in the payment description screens which are presented to you for verification and authorization.

All Fees shall be payable to NSBI, at the time of transaction, by means of a credit card, or other means as may be described. You agree to provide all credit card or similar payment information which NSBI may require to verify or obtain payment for requests submitted using the Service. The payment will appear under the name of "NSBUSINESSINC" on your credit card statement.

5. Transaction refunds

A refund of the Fees collected from you for a transaction will be provided if NSBI determines that one of the following events listed below has occurred, (otherwise, refunds are governed by the policies of the managers of the specific event in question):

- a) incorrect linkage and/or matching of database entry to event; or
- b) electronic malfunction of the transaction service.

You agree that the following procedure shall apply to a refund of the Fees collected from you:

- a) All Fees collected will be credited back to the original credit card account used for the payment.
- b) The credit card refund will be processed within three (3) working days of the refund being authorized.
- c) The reversal will appear under the name of "NSBUSINESSINC" on your credit card statement.

6. Disclaimer and limitation of liability

THE SERVICE IS PROVIDED ON AN 'AS IS' BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE OR ANY CONTENT, INFORMATION OR DOCUMENTS OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICE. THE ENTIRE RISK FOR THE USE OF THE SERVICE AND ANY CONTENT, INFORMATION OR DOCUMENTS YOU OBTAIN FROM THE SERVICE SHALL RESIDE SOLELY WITH YOU.

WITHOUT LIMITING THE FOREGOING, NSBI DOES NOT WARRANT THAT THE SERVICE SHALL FUNCTION WITHOUT FAILURE, ERROR OR INTERRUPTION.

IN NO EVENT SHALL NSBI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES HOWSOEVER CAUSED (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS OR LOSS OF PROFITS), EVEN IF NSBI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

IN NO EVENT WILL NSBI BE LIABLE FOR DAMAGES OR LOSSES RESULTING FROM: (I) VIRUSES, DATA CORRUPTION, FAILED MESSAGES, TRANSMISSION ERRORS OR PROBLEMS; (II) TELECOMMUNICATIONS SERVICE PROVIDERS; (III) THE INTERNET BACKBONE; (IV) PERSONAL INJURY; (V) DAMAGES OR LOSSES CAUSED BY YOU OR YOUR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS; (VI) LOSS OF USE OR LACK OF AVAILABILITY OF FACILITIES INCLUDING COMPUTER RESOURCES, ROUTERS AND STORED DATA; (VII) THE USE OR INABILITY TO USE THIS WEBSITE OR THE SERVICES; (VIII) OR EVENTS BEYOND THE REASONABLE CONTROL OF NSBI, EVEN IF NSBI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

IN NO CASE WILL NSBI'S CUMULATIVE TOTAL LIABILITY ARISING UNDER ANY CAUSE WHATSOEVER (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE OR OTHERWISE) BE FOR MORE THAN THE FEES, IF

ANY, PAID TO NSBI BY YOU.

7. Indemnification

You agree at all times to indemnify, defend and hold harmless NSBI and its employees against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by NSBI directly or indirectly related to your violation of these Events Registration Terms and Conditions or your use of the Services or any content, information or documents you obtain from the Service, including without limitation infringement claims.

8. Amendment

NSBI reserves the right, in its discretion, to amend these Events Registration Terms and Conditions at any time, for any reason, and without notice, by posting amendments on this website. You are responsible for periodically reviewing the amendments on this website and you are deemed to be aware of such amendments. If you do not agree to the amended Events Registration Terms and Conditions, you shall immediately stop using the Service. Access to this website or use of the Service after any amendments have been posted shall constitute your acknowledgement and acceptance of the amended Events Registration Terms and Conditions.

9. Governing law

These Events Registration Terms and Conditions and each of the documents contemplated or delivered under or in connection with these Terms and Conditions shall be governed by, and construed in accordance with, the laws of the Province of Nova Scotia (this is the location of the offices of NSBI), and the laws of Canada applicable therein, and treated in all respects as a Nova Scotia contract, without regard to principles of conflict of law. In the event of a dispute, you agree to submit to the sole and exclusive jurisdiction of the courts of the Province of Nova Scotia and all courts competent to hear appeals therefrom. Any breaches of these Events Registration Terms and Conditions will be assessed under the laws of the Province of Nova Scotia.

10. General provisions

These Events Registration Terms and Conditions, or any component thereof, as they may be amended from time to time, and any and all other policies on this website, including the Privacy Statement, constitute the entire agreement between you and NSBI with respect to your use of this Service.

No provision of these Events Registration Terms and Conditions shall be deemed waived and no breach excused unless such waiver or consent has been executed by NSBI in writing.

If any provision of these Events Registration Terms and Conditions shall be found to be illegal, invalid or unenforceable, these terms and conditions shall otherwise remain in full force and effect and such provision shall be deemed removed from the Events Registration Terms and Conditions.

A printed version of these Events Registration Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or

relating to these terms and conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

NSBI's failure to insist upon or enforce strict performance of any provision of these Events Registration Terms and Conditions shall not be construed as a waiver of any provisions or right.

If any of the provisions contained in these Events Registration Terms and Conditions are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein.

11. Further information

For further information regarding the events, registration or these Events Registration Terms and Conditions please contact NSBI at: calendar@nsbi.ca

NOVA SCOTIA BUSINESS INC. (NSBI)

Online Events Registration Privacy Statement

MAY 2016

1. What is this privacy statement?

NSBI has created this Statement to inform you of the standards and provisions we have designed into the Service (as defined in the Events Registration Terms and Conditions) to protect your personal information and ensure a safe Internet experience.

This Statement reflects the same principles and obligations that are contained in the provisions of the Nova Scotia *Freedom of Information and Protection of Privacy Act* and the Nova Scotia *Personal Information International Disclosure Protection Act*. This Statement supports and conforms to the Nova Scotia Government Website Privacy Policy. In addition, this Statement outlines the guidelines we follow to collect personal information and how that information is used to transact the electronic business you do with us for online events registration.

2. What is considered personal information?

Personal information is defined in the Nova Scotia *Freedom of Information and Protection of Privacy Act*.

3 (1) (i) "personal information" means recorded information about an identifiable individual including:

- (i) the individual's name, address or telephone number,
- (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,
- (iii) the individual's age, sex, sexual orientation, marital status or family status,
- (iv) an identifying number, symbol or other particular assigned to the individual,
- (v) the individual's fingerprints, blood type or inheritable characteristics,
- (vi) information about the individual's health-care history, including a physical or mental disability,
- (vii) information about the individual's educational, financial, criminal or employment history,
- (viii) anyone else's opinions about the individual,
- (ix) the individual's personal views or opinions, except if they are about someone else.

3. How is your personal information collected, used, and disclosed?

NSBI follows the guidelines set out below regarding the collection, use and disclosure of personal information within the Service:

For the purposes of this Online Events Registration Privacy Statement and the Service, we may collect personal information such as your name, job title and position, phone number, company, postal address, e-mail address, survey responses, and credit card information.

For the purposes of this Online Events Registration Privacy Statement and the Service, we do collect general information such as Internet Protocol address and domain name, web browser version, or statistical information regarding which areas of our Site you visit, and by accessing our site and using the Service, you are consenting to the collection of this information.

Any personal information collected during the course of accessing or using the Service is used and disclosed for the purposes of completing the intended transaction or a use compatible with that purpose, and in a manner consistent with this statement, the Nova Scotia *Freedom of Information and Protection of Privacy Act*, and the Nova Scotia *Personal Information International Disclosure Protection Act*. Your personal information may be used, disclosed, stored and accessed in particular, but not limited to, the following ways:

- (i) For internal record keeping;
- (ii) To improve our products and services;
- (iii) to send follow up emails regarding an event for which you have registered;
- (iv) To contact you for market research purposes. We may contact you by email, phone, fax or mail;
- (v) To customize the website according to your interests.

We do not disclose your personal information to third parties except as required to fulfill the purpose(s) of the transaction or a use compatible with that purpose or as permitted or required by law.

Personal information collected during the course of any credit card transaction conducted through the Service or during the online registration process, may be stored, accessed from or disclosed outside Canada for payment authorization and reconciliation purposes. Clicking the "I accept" button, is the equivalent of your signature and indicates your consent to your personal information being stored, accessed from or disclosed outside Canada.

Personal information may be collected during the course of accessing or using the Service for the purpose of completing event registration for an event taking place outside of Canada. Clicking the "I accept" button, is the equivalent of your signature and indicates your consent to your personal information being stored, accessed from or disclosed to an event organizer or service provider outside Canada.

4. What statistical information is collected?

So that we may improve the content of the Service and to help us understand how people are using it, the following information about your use of the Service is automatically collected and stored by our Web server:

- Your Internet Protocol address and domain name (not e-mail address);
- The type of browser and operating system you use;
- The date and time of your visit to this Site;
- The Web pages or services accessed at this Site; and
- The Website referring you to this Site.

The above information is used solely for gathering summary statistics and for maintaining the security of our Site. Information stored in our logs about your visit helps us to analyze our Site and the Service and to continually improve the value of the materials available. The information will not be used to personally identify you, except as permitted or required by law, to maintain the security of the site, or with your further consent in writing.

5. About Our Business Partners

Some functions within the Service are provided by service providers external to NSBI. All external service providers must meet the applicable security, privacy and terms of use provisions as required by NSBI, and also be in compliance with applicable laws.

NSBI uses the services of ISL Internet Solutions (MODE) and PAYPAL.CA to provide electronic online registration to events hosted or listed by NSBI.

6. How secure is this online service?

NSBI has taken steps to safeguard your personal information, as well as the integrity of its telecommunications and computing infrastructure. These steps include various forms of authentication, monitoring, auditing, and encryption.

Specific security measures have been integrated into the design, implementation and operating practices of the entire electronic operating environment for the Service. For example, to ensure the security and integrity of information contained within electronic transactions accessed from the Service, we employ standard web-browser certificate and Secure Socket Layer (SSL) technology which permits the secure encryption of information sent on the Internet.

We use the "Cookies" feature to allow proper navigation of the various screens and functions throughout the Service. Although these Cookies are stored on the computer you

are using, no personal information which would identify you is included in the information stored as part of the Cookie. If you choose not to enable (or to disable) the Cookies function within your browser, you will not be able to use the Service. Depending on choices you have made in setting up your browser the Cookies may be deleted when you leave the site.

Government web servers and external service provider servers which are used by NSBI to host its websites, automatically collect some information about a visitor's computer or other access device, such as its Internet Protocol address or browser version, in their logs. This information is used in aggregate form for statistical purposes only.

7. What is done with survey requests and information?

During the process of conducting business using the Service, you may be offered the opportunity to provide feedback to us regarding the quality and features of our service offerings. Any information you may provide during survey activities is used for the purpose of improving service quality and offerings or a use compatible with that purpose. We do not disclose any personal information provided by you in the course of an electronic survey to third parties except to our service partners as required to complete survey analysis or as permitted or required by law.

8. Statement changes

NSBI reserves the right, in its discretion, for any reason, and without notice, to amend this Online Events Registration Privacy Statement at any time by posting amendments on this website. You are responsible for periodically reviewing the amendments on this website and you are deemed to be aware of such amendments. When using the Service, the privacy and security of your personal information will be bound by the terms and conditions of this Online Events Registration Privacy Statement and applicable legislation in effect at the time of your transaction.

9. Right of access to your personal information

You are entitled to access and correct any of your personal information gathered through the Online Events Registration Webpage and which NSBI holds about you. If you want to access or correct your personal information, please contact NSBI, as indicated in paragraph 10, immediately below.

10. Contact for further information

For more information regarding this Online Events Registration Privacy Statement or to comment on its content, please contact:

Nova Scotia Business Inc.	Phone: 902.424.6650
World Trade & Convention Centre	1.800.260.6682 (in North America)
1800 Argyle Street, Suite 701	Fax: 902.424.5739
Halifax, Nova Scotia Canada	Email: info@nsbi.ca
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