



### Privacy Policy

Anderson MacKeigan LLP (the “Firm”) is committed to the proper management of the personal information of clients and others, and of all visitors to our website (the “Site”) that we collect, use and disclose in the course of business.

In providing legal advice to clients, we have a professional obligation to maintain the confidentiality of information that we receive within a lawyer–client relationship. The practices set out in this privacy policy (the “Policy”) seek to balance the individual's right to the privacy of his or her personal information and the Firm’s need to collect, use or disclose personal information for legitimate business purposes in Canada. Controlling the collection, use and disclosure of personal information is an ongoing process. We will continue to review our personal information management practices and improve them as necessary to better protect the privacy of individuals.

#### What Is Personal Information?

Personal information means any information about or that can be used to identify you as an individual, including information in your résumé or about your employment, the matter about which you retained or contacted the Firm, your account with us and any other information that you choose to provide to the Firm. In most circumstances, personal information does not include most information that might appear on a business card or information that is available in public records, nor does it include corporate information such as your business address or telephone number in your capacity as an employee of an organization.

With respect to using and disclosing your personal information:

1. We are accountable for personal information under our control.
2. The purpose for collecting personal information is identified at or before the time it is collected.
3. We obtain your consent before collecting, using or disclosing your personal information, except where otherwise permitted or required by law.
4. We limit the personal information we collect to that which is necessary for us to conduct business.
5. The personal information we collect is only used, disclosed or retained for its original intended purpose (unless you provide your consent to a different use or disclosure) and we retain it only as long as necessary for those purposes.
6. We take care to ensure that the information we have is accurate.
7. We safeguard the privacy of your personal information through security measures.
8. We are open with you about our policies and practices related to managing your personal information.
9. Upon request, we provide you with access to your personal information, subject to any limitations imposed by law.
10. We address your concerns. If you have questions or concerns regarding your privacy or this Policy please contact us as described below.

By providing us with your personal information, you consent to the collection, use and disclosure of that information as described in this Policy. We will not, as a condition of supplying a product or service, require you to consent to the collection, use or disclosure of your personal information beyond that required to enable us to provide the products or services requested. The form of the consent that we will seek before collecting, using or



disclosing personal information may vary depending upon the circumstances and the type of information, and includes express oral or written consent, implied consent and opt-out consent. We will consider the sensitivity of the information and the individual's reasonable expectations in determining how consent must be given.

You may refuse to give personal information and may, subject to legal or contractual restrictions and reasonable notice, withdraw consent at any time to the continued use and disclosure of personal information previously collected. The period of reasonable notice will vary depending on the nature of the information and its purpose to the Firm. The Firm will inform you of the implications of refusing or withdrawing consent, which may have legal consequences or preclude the Firm from providing legal or other services. If you provide us with the personal information of another individual, you represent and warrant that you have the authority to do so, including where applicable that you have obtained the necessary consent of the other person for us to collect, use and/or disclose their personal information.

We will not collect personal information indiscriminately. We will limit the amount and the type of information we collect to that necessary to fulfill the purposes we have identified to you, or as otherwise permitted or required by law. We may also collect information about your business and business interests or your personal interests to better serve you and foster our relationship.

We collect and use personal information:

- to determine whether we can act for or against you, including to identify conflicts of interest;
- to offer and provide legal services to you and to communicate with you about our firm and our services;
- to administer our client records and to bill for our services;
- to fulfill our legal and professional obligations; and
- as permitted or required by law or for purposes for which you otherwise provide your consent.

When possible, we will collect personal information from you directly. However, to provide legal services to clients or for legal, administrative, marketing or management purposes, we may also collect personal information through outside sources such as credit bureaus, government agencies or institutions or through other third parties such as employment and other references, employers and service providers.

Certain other information may be collected on the Site through various technologies, described below, without your actively providing the information.

Our website is hosted on servers shared with an Internet service provider (ISP). Any personal information collected on our behalf by the ISP, such as server log data (see below), is managed in accordance with this Policy and is protected by applicable law.

Certain information about Internet users' traffic patterns is passively and automatically collected and linked to users' Internet Protocol ("IP") addresses. These unique IP addresses are assigned to all Web users by their ISPs, and are automatically logged by Internet servers. While the IP address itself does not identify an individual, it may, in appropriate circumstances such as an investigation of a security breach, be used with the cooperation of the ISP to locate and identify an individual using the website.



In the normal course of establishing and maintaining Internet connections, our servers automatically log information about visits to our website. Server logs record statistical information, such as a visitor's IP address and type of operating system, the time and duration of visit and Web pages requested. The server logs also identify categories of visitors by items such as domain and browser type. These statistics may be reported in aggregate form to us and are used to improve our website and ensure that it provides the optimal online experience for visitors. We do not link server log information to any other data in a way that would enable us to identify individual visitors, except for security purposes, as discussed above.

Like many other websites, our Site may use of "per session" cookie technology. Per session cookies are small text files that contain a unique identification number that is automatically deposited on a visitor's computer. These cookies track information during an open session and are stored only temporarily in your computer's memory. This information helps us determine the total number of visitors to the Site on an ongoing basis and the types of Internet browsers (e.g., Netscape Navigator or Internet Explorer) and operating systems (e.g., Windows or Macintosh) that our visitors use. We may use this information to facilitate and enhance your online visits. We do not cross-reference this information with any type of personal information that is voluntarily offered through the Site. The use of cookie technology is common on the Internet, and many Internet browsers are initially set to accept cookies automatically. If you would prefer not to accept cookies, you can set your Internet browser to notify you when your computer is receiving a cookie or to refuse cookies automatically. To readjust your Internet browser's cookie options, please refer to the instruction documentation of your particular browser or seek online assistance.

We use personal information only as described in this Policy or as otherwise permitted or required by law. Before your personal information is used or disclosed for a new purpose, we will ask for your consent unless use or disclosure without your consent in the circumstances is otherwise permitted or required by law. The Firm generally uses personal information about clients for the provision of legal advice, including obtaining and carrying out client instructions, reporting and communicating with clients, billing and accounting, and protecting against fraud, illegal activities or error. The Firm may also use your personal information to maintain our knowledge management system, to manage our business, and to engage in business transactions involving the Firm. We may also use personal information to send you newsletters about our services or about legal developments that we think would interest you and to invite you to client functions, seminars and sporting or cultural events.

We disclose personal information only as described in this Policy, with your consent, or as otherwise permitted or required by law. To provide legal services, we may sometimes disclose our clients' personal information to third parties, including foreign agents and government or regulatory agencies. We may disclose personal information:

- to third parties when it is necessary to do so to provide legal services to you – for example, when we engage an expert or consultant on your behalf in a matter or when we retain another law firm or agent to act or assist us on your behalf;
- to service providers, inside or outside Canada, retained by the Firm to assist us with marketing or other services, including technical support and mailing. We limit the service provider's right to use the personal information only for the services it provides to us, and we require the service provider to maintain the confidentiality of the personal information and to take steps to protect the security of the personal information we give it where you have instructed us to disclose your



personal information to a third party for a designated purpose. Personal information provided to third parties outside of Canada is subject to the laws of those jurisdictions outside of Canada.

- to third parties to assist us in evaluating your creditworthiness or to collect debts outstanding on an account;
- to anyone who we reasonably believe is your agent;
- to our insurers and to regulatory agencies in connection with regulatory or other activities relating to the obligations of the Firm and its professional responsibilities in relation to the practice of law;
- in connection with a business transaction involving the Firm; and
- to third party or parties, where you consent or where such disclosure is required or permitted by law.

Your personal information will be processed, accessed and/or stored in Canada and will be subject to the laws of that jurisdiction.

The firm will retain information, including personal information, for as long as it is needed for the purposes for which it was collected. For example, if you send us personal information electronically to apply for employment with the Firm, we will retain your personal information for a reasonable period to permit future consideration for employment. The Firm may also be subject to legislative requirements regarding the retention of certain types of information.

We use the standard safeguards of the legal profession to protect the security of personal information in our possession, including physical, organizational and technological measures.

You can ask to view your personal information by writing to us. You can request that corrections be made where you can show that the information we possess is inaccurate. Please note that under certain circumstances, you may not be permitted access for example, where the disclosure of your records would cause security, legal or confidentiality concerns.

The Site may contain links to other websites. While we try to link only to websites that share our standards and respect for privacy, we are not responsible for the content or privacy practices of other websites. We strongly encourage all Site visitors to review the privacy statements and policies of all external websites.

We may amend this Policy at any time. We will post the Policy as amended on our website and will take reasonable steps to inform you of any amendments. We will obtain the necessary consents required under applicable privacy laws if we seek to collect, use or disclose your personal information for purposes other than those to which consent has been obtained unless otherwise required or permitted by law.

### **Terms of Use**

The information on this website is protected by copyright. All rights reserved. You may display on your computer, download and print the contents of this website for personal or educational non-commercial purposes provided that you attribute ownership of such content to Anderson MacKeigan LLP (the "Firm"). You may not use the content of this website for any other purpose without the prior written approval of the Firm. Requests for such approval or if you have any questions about these Terms of Use, Disclaimer or our



Privacy Policy, please contact us by sending an e-mail message to [info@andersonmackeigan.com](mailto:info@andersonmackeigan.com)

### **Acceptance**

The Firm provides this website subject to your compliance with the Terms of Use below, as well as the Disclaimer and Privacy Policy. By accessing and using this website you agree to be bound by the terms and conditions contained in these documents. If you do not agree to be bound by these terms and conditions, please do not access or use this website.

### **Modifications to the Terms of Use**

We reserve the right to change these Terms of Use at any time. We will do so by posting revised Terms of Use on this website. Please review the Terms of Use periodically. Your continued use of this website following the posting of changes to these Terms of Use will mean you accept those changes.

You acknowledge and agree that you are using this website at your own risk and liability. The Firm does not guarantee that the operation of this website will be uninterrupted or error-free, that any defects or errors in this website or its content will be corrected, or that this website will be free from viruses or other harmful components. The Firm is not responsible or liable for the suitability, accuracy, validity or reliability of this website for any purpose.

### **Limitation on Liability**

By visiting this website, you agree that to the maximum extent permitted by law, in no event shall the Firm or its partners, employees or agents be liable for any damages based on claims arising out of or in any way connected with the use of this website, whether such damages are direct, indirect, punitive, incidental, special or consequential, and even if the Firm has been advised of the possibility of such damages or ought to have known of the possibility of such damages.

### **No Unlawful or Prohibited Use**

As a condition of your use of this website, you agree that you will not use this website for any purpose that is unlawful or prohibited by these Terms of Use.

### **Termination of Right of Use**

If you breach any of these Terms of Use, you may no longer use this website. The Firm may, in its sole discretion, cancel or terminate your right to use this website, or any part of this website, at any time without notice. In the event of termination, you are no longer authorized to access this website or the part of this website affected by such cancellation or termination. In such event, the restrictions which these Terms of Use impose on you with respect to this website shall still apply. The Firm is not liable to any party for such damages arising from such a termination.

### **Entire Agreement**

These Terms of Use, including the terms of the Disclaimer and Privacy Policy constitute the entire agreement (this "Agreement") between you and the Firm relating to your access and use of this website.