

PRIVACY POLICY

THE BAR GUY EXPERIENCE STAFFING INC.

LAST UPDATED: July 23, 2019

This privacy policy (the “**Privacy Policy**”) describes how **THE BAR GUY EXPERIENCE STAFFING INC.** (the “**Company**”) collects, uses and discloses information and data relating to your access and use of the Portal and what rights you have with respect to such information and data. The Privacy Policy forms part of the Company’s Terms of Use accessible at <https://www.thebarguy.ca> (the “**Terms of Use**”), and any capitalized terms used but not defined in the Privacy Policy have the meaning ascribed in the Terms of Use.

If you do not agree with the terms and conditions of this Privacy Policy, do not access or use the Portal or any other aspect of the Company’s business.

The Company reserves the right to update and change the Privacy Policy from time to time by posting updates and changes to the Company website. By continuing to use the Portal after such changes are posted, you agree to such changes.

1. Information Collected & Generated

If you use the Portal, you will end up submitting information to the Company – such as Account information or the Content you upload while using the Portal. Like most internet companies, we also receive other information that relates to you automatically or through third parties.

In the course of your accessing and using the Portal, the Company may collect and/or generate the following types of information (collectively “**User Information**”):

- (a) “**Personal Information**”, which means information that could be used by itself to identify you, such as your name, address, email and phone number;
- (b) “**Service Information**”, which means information generated by your use of the Portal, including the following:
 - (i) **Portal Metadata.** When you interact with the Portal, metadata may be generated that provides additional context about the way you engage the Portal. For example, the Company logs the type of activity engaged to better understand which features and tools are most used or in need of improvement;
 - (ii) **Log Data.** As with most websites and technology services delivered over the internet, the Company servers may automatically collect and record information when the Portal is accessed. This log data may include the Internet Protocol (IP) address, the address of the web page visited before using the Portal, browser type and settings, the date and time the Portal was used, information about browser configuration and plugins, language preferences and cookie data. This information is used to optimize the delivery of the Portal;
 - (iii) **Device Information.** The Company may collect information about devices used to access the Portal, including the type of device, what operating system is used, device settings, application IDs, unique device identifiers and crash data. Whether the Company collects some or all of this information often depends on the type of device used and its settings. This information is used to optimize the delivery of the Portal;
 - (iv) **Location Information.** The Company may collect information to determine your approximate location, such as your address, IP address or any other location information from devices in accordance with the consent process provided by the device.

- (v) **Cookie Information.** The Company may use cookies and similar technologies through the Portal that help collect information about your engagement with the Portal. The Portal may also include cookies and similar tracking technologies of third parties. If you do not wish to accept cookies, you have the option of blocking or disabling cookies. Your computer provides you with the ability to clear all cookies that have been stored onto your hard drive, should you wish to do so. However, please be aware that you may be unable to access certain parts of the Portal if you block or disable the Company cookies. You may also visit www.allaboutcookies.org for details on how to delete or reject cookies or for further information on cookies generally. By using our Portal without deleting or rejecting some or all cookies, you agree that we can place and use those cookies that you have not deleted or rejected on your device;
- (vi) **Third Party Portal.** The Company may receive data about organizations, industries, website visitors, marketing campaigns and other matters related to the Portal from parent corporation(s), affiliates and subsidiaries, Company partners or others that the Company uses to make the Service Information more useful. This data may be combined with other Service Information and might include aggregate level data, such as which IP addresses correspond to postal/zip codes or countries; and
- (vii) **Additional Information Provided to Company.** The Company may receive other information from you through website submissions or if you participate in a service contract, activity or event, request support, interact with the Company social media accounts or otherwise communicate with or through the Company.

Generally, you are not under a statutory or contractual obligation to provide any information or data to the Company. However, certain information and data is collected automatically when accessing and using the Portal, and blocking such collections may result in the Company's inability to provide you with access and use of any part or whole of the Portal.

2. Information Use

User Information will be used by the Company to provide the Portal to you in accordance with the Terms of Use, your instructions from time to time, and as required by applicable law, legal process or regulation. Without limiting the foregoing, User Information may be used by the Company for the following purposes:

- (a) to provide, update, maintain and protect the Portal;
- (b) to communicate with you by responding to your requests, comments and questions;
- (c) to develop and provide additional features;
- (d) to send you service, technical and other administrative emails, messages and other types of communications. This may include communications relating to changes in the Portal, changes to the Service offerings, and important Portal-related notices, such as security notices. These communications are considered part of the Portal and you may not opt out of them;
- (e) to send you marketing and promotional emails, messages and other types of communications. This may include communications relating to new product features. You may opt out of these communications;
- (f) for billing, account management and other administrative matters. The Company may need to contact you for invoicing, account management and similar reasons and the Company uses account data to administer accounts and keep track of billing and payments; and
- (g) to investigate and help prevent security issues and abuse.

3. Information Retention

In general, the Company keeps your User Information throughout your relationship with the Company.

If you terminate your relationship with the Company and your use of the Portal, the Company will generally continue to store archived copies of your User Information for legitimate business purposes and to comply with applicable law, except when the Company receives a valid erasure request, or, if you terminate your Account and your User Information is purged pursuant to the Company's standard purge process. If User Information is aggregated or de-identified so it is no longer reasonably associated with an identified or identifiable natural person, the Company may retain and use it for any business purpose.

4. Information Sharing

This section describes how the Company may share and disclose User Information.

- (a) **User's Instructions.** The Company will only share and disclose User Information in accordance with the Terms of Use (which includes the Privacy Policy), your instructions from time to time, and as required by applicable law. Your consent to the Company's sharing and disclosing of certain User Information may be deemed by your use of the Portal.
- (b) **Third Party Service Providers and Partners.** The Company may engage third party companies or individuals as service providers or business partners to process User Information and support the Company business. These third parties may, for example, provide virtual computing and storage for the Portal.
- (c) **Corporate Affiliates.** The Company may share User Information with its corporate affiliates, parents and/or subsidiaries.
- (d) **During a Change to Company's Business.** If the Company engages in a merger, acquisition, bankruptcy, dissolution, reorganization, sale of some or all of the Company's assets or stock, financing, public offering of securities, acquisition of all or a portion of the Company business, a similar transaction or proceeding, or steps in contemplation of such activities (e.g., due diligence), some or all User Information may be shared or transferred, subject to customary confidentiality arrangements.
- (e) **Aggregated or De-identified Data.** The Company may disclose or use aggregated or de-identified User Information for any purpose. For example, the Company may share aggregated or de-identified User Information with prospects or partners for business or research purposes.
- (f) **To Comply with Laws.** If the Company receives a request for information, the Company may disclose User Information if the Company reasonably believes disclosure is in accordance with or required by any applicable law, regulation or legal process. The Company is released of any liability associated with any such disclosures made in good faith.
- (g) **To Enforce Rights, Prevent Fraud, and for Safety.** The Company may disclose or use User Information to protect and defend the rights, property or safety of the Company or third parties, including enforcing contracts or policies, or in connection with investigating and preventing fraud or security issues.
- (h) **With Consent.** The Company may otherwise share User Information with third parties when the Company has your consent to do so, which may be implied through your use of the Portal.

5. Third Parties

Upon providing User Information to a third party, the Company will enter into a non-disclosure agreement with that third party with terms at least as restrictive as this Privacy Policy. Such agreement will include an obligation that any third party will not sell User Information obtained from the Company.

6. Information Control

The Company understands that you have legal rights over your User Information, and takes reasonable steps in accordance with applicable laws to allow you to access, correct, amend, delete, or limit the use of your User Information. You can update many types of User Information, such as payment or contact information, directly within your Account. If you are unable to change your User Information within your Account, please contact the Company to make the required changes. For certain instances of your User Information that is shared with third parties, the Company may be unable to access, correct, amend, delete, or limit such User Information. Additionally, certain changes to your Account may affect your ability to use the Portal.

7. Feedback

Any suggestions or comments for improving or modifying the Portal that are included in the communication with the Company (the “**Feedback**”) will be deemed to be non-confidential and non-proprietary to you, and you agree that: (a) the Company is therefore not subject to any confidentiality obligations with respect to the Feedback; (b) the Feedback is not confidential or proprietary information of any third party and you have all of the necessary rights to disclose the Feedback to the Company; (c) the Company (including all of its affiliates, successors and assigns) may irrevocably freely use, reproduce, publicize and exploit the Feedback; and (d) you are not, nor is any other party, entitled to receive any compensation or reimbursement of any kind from the Company in relation to the Feedback.

8. Security

The Company takes commercially reasonable steps to protect the User Information from loss, misuse, and unauthorized access or disclosure. These steps take into account the sensitivity of the User Information and the current state of technology. User information may be processed on servers located outside of the country where you live. The Company follows industry standards on information security management to safeguard sensitive information, such as financial information, intellectual property, user details and any other personal information entrusted to the Company. No method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to protect your User Information, the Company cannot guarantee the security of any information you transmit to us.

9. Contact

If you have any questions about this Privacy Policy please contact Company at info@thebarguy.ca or at the following mailing address:

**The Bar Guy Experience Staffing Inc.
8009 136A St,
Surrey, BC
V3W 1M6
Canada**