

PRIVACY POLICY FOR FOLA'S SERVICES

This Privacy Policy governs your account with The Federation of Ontario Law Association (FOLA) and applies in respect of any information you provide on this website.

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A. Overview

In order to operate FOLA service and to reduce the risk of fraud, FOLA (“FOLA” or “we” or “us”) ask you to provide us information about yourself. This Privacy Policy describes the collection and use of such information.

FOLA takes the privacy of your personal information very seriously and will use your information only in accordance with the terms of this Privacy Policy. We will not sell or rent your personal information or any customers lists to third parties. However, as described in more detail in Part C below, there are limited circumstances in which some of your information shall be shared with third parties, under strict restrictions. Please ensure that you completely review this Privacy Policy. This Privacy Policy applies to all services that are hosted on FOLA’s website (the “website”), whether the services are off FOLA, or by its subsidiaries. If you have questions or concerns regarding this Privacy Policy, please contact us.

By accepting the Privacy Policy and User Agreement during registration, you expressly consent to our use and disclosure of your personal information in the manner described in this Privacy Policy, or purposes reasonably similar to those described. This Privacy Policy is incorporated into and subject to the terms of FOLA’s User Agreement. This Privacy Policy will take effect on May 1, 2009.

Please note that your personal information will be stored and processed on servers located in Canada. The laws on holding personal data in Canada may be more or less stringent than the laws of the jurisdiction in which you reside, but FOLA will utilize its best efforts to hold and transmit your personal information in a safe, confidential and secure environment. If you object to your personal information being transferred or used as described in this Privacy Policy, please do not register for FOLA service.

Notification of Changes

This policy may be revised over time as new features are added to FOLA service or as we incorporate suggestions from our customers. We may amend this Privacy Policy at any time by posting a revised version on our website. The revised version will be effective at the time we post it. In addition, if we make a material change to this Privacy Policy, we will provide you with at least 30 days’ prior notice of such a change by posting notice on the “Policy Updates” page of our website(s), unless it is reasonably determined by FOLA that such material change is immediately necessary, in which case you shall receive notice as soon as reasonably possible. After the 30 days notice, you will be considered as having expressly consented to all amendments to the Privacy Policy. If you disagree with the terms of this Privacy Policy, you may close your account at any time.

As stated above, we will post the amended Privacy Policy prominently on our website so that you can always review what information we gather, how we might use that information and whether we will disclose it to anyone. Please check FOLA’s website at www.fola.ca at any time for the most current version of our Privacy Policy.

FOLA and other pages on FOLA’s website include links to third party websites. These sites are governed by their own privacy statements and FOLA is not responsible for their operations, including but not limited to their information practices. Users submitting information to or through these third party

websites should review the privacy statement of these sites before providing them with personally identifiable information.

A Special Note About Children. Children are not eligible to use our service and we ask that minors (under the age of 18) do not submit any personal information to us or use the service.

B. Information We Collect

Required Information

To open an account for FOLA, you must provide your name, address, phone number, and e-mail address.

If you choose to register or apply for certain optional features or products offered through FOLA's website, such as listing your business in FOLA's shops, you will be required to provide additional information to establish that you qualify for such features or products.

Information About You From Third Parties

In order to protect all our customers against potential fraud, we may verify with third parties the information you provide. In the course of such verification, we receive personally identifiable information about you from such services.

Additional Verification

If we cannot verify the accuracy of the information that you provide, we may ask you to send us additional information by fax (such as your drivers' license linking you to the applicable address), or to answer additional questions online to help verify your information.

Website Traffic Information

Because of the way that World Wide Web communication standards work, when you arrive at or leave FOLA's website, we automatically receive the Web address of the site that you came from or are going to. We do not track the websites that you visit before or after you leave FOLA's site.

We do collect information on which pages from within website you visit while you are on the website, the type of browser you use and the times you access our website. We use this information to try to understand our customers' preferences better and to manage the data on our servers, so as to improve our service and your experience using the website.

Our Use of "Cookies"

"Cookies" are small files of data that reside on your computer and allow us to recognize you as FOLA's customer if you return to the website using the same computer and browser. We send a "session cookie" to your computer if and when you log in to FOLA's account by entering your e-mail address and password. These cookies allow us to recognize you if you visit multiple pages on the website during the same session, so that you don't need to re-enter your password multiple times. Once you log out or close your browser, these session cookies expire and no longer have any effect.

We also use longer-lasting cookies to display your e-mail address on our sign-in form, so that you don't have to retype the e-mail address each time when you log onto the website. Our cookie files are encoded so that your e-mail address and other information can only be interpreted by FOLA. We may, however, share cookie information regarding whether or not a certain user is already registered with FOLA with certain merchants with whom we have an official co-marketing relationship.

Customer Service Correspondence

If you send us correspondence, including e-mails and faxes, we retain such information in the records of your account. We will also retain customer service correspondence and other correspondence from FOLA sent to you. We retain these records in order to measure and improve our customer service and to investigate potential fraud and violations of our User Agreement. We may over time, delete these records if permitted by law.

Questionnaires, Surveys and Profile Data

From time to time, we offer optional questionnaires and surveys to our users for such purposes as collecting demographic information or assessing users' interests and needs. The use of the information collected will be explained in detail in the survey itself. If we collect personally identifiable information from our users in these questionnaires and surveys, the users will be given notice of how the information will be used prior to their participation in the survey or questionnaire.

C. Our Use and Disclosure of Information

Internal Uses

We collect, store and process your personal information on servers located in Canada. Our primary purpose in collecting personal information is to provide you with a safe, smooth, efficient and customised experience. You agree that we may use your personal information to:

1. provide the services and customer support you request;
2. resolve disputes, collect fees and troubleshoot problems;
3. prevent potentially prohibited or illegal activities and enforce our User Agreement;
4. customize, measure and improve our services and the content and layout of our website;
5. tell you about targeted marketing, service updates and promotional offers based on your communication preferences;
6. compare information for accuracy and verify it with third parties.

If you are buying goods or services and pay through FOLA, we may provide the seller with the shipping address for the goods. The seller is not allowed to use this information to market their services to you unless you have agreed to it.

Disclosure to Third Parties Other Than FOLA customers

FOLA will not sell or rent any of your personally identifiable information to third parties. FOLA will not share any of your personally identifiable information with third parties except in the limited circumstances described below, or with your express permission (and with other County and District Law Presidents' Association customers as described above). These third parties are limited by law or by contract from using the information for secondary purposes beyond the purposes for which the information is shared.

We may disclose information in response to a subpoena, warrant, court order, levy, attachment, order of a court-appointed receiver or other comparable legal process, including subpoenas from private parties in a civil action. As FOLA may outsource some of its functions, including data storage and processing, to related entities or service providers in foreign jurisdictions those related entities or service providers may be required to disclose your personal information pursuant to a subpoena or other legal process which originates in that foreign jurisdiction.

We may disclose information to your agent or legal representative (such as the holder of a power of attorney that you grant, or a guardian appointed for you).

As with any other business, it is possible that FOLA in the future could merge with or be acquired by another company. If such an acquisition occurs, the successor company would have access to the information maintained by FOLA, including customer account information, but would continue to be bound by this Privacy Policy unless and until it is amended as described in Section A above.

We share your information with our parent companies, affiliates, subsidiaries and joint ventures to help coordinate the services we provide to you, enforce our terms and conditions and promote trust and safety.

Our Contacts with FOLA Customers

We communicate with users on a regular basis via e-mail to provide requested services and we also communicate by phone to resolve customer complaints or investigate suspicious transactions.

In connection with independent audits of our financial statements and operations, the auditors may seek to contact a sample of our customers to confirm that our records are accurate. However, these auditors cannot use personally identifiable information for any secondary purposes.

Internet Address Information

We use IP addresses, browser types and access times to analyze trends, administer the site, improve site performance and gather broad demographic information for aggregate use.

Your Use of Information and Our Services

In order to facilitate the transactions between FOLA members, our service allows you limited access to other users' contact or shipping information. As a seller you may have access to the User ID, email address and other contact or shipping information of the purchaser and as a purchaser you may have access to the User ID, email address and other contact information of the seller.

By entering into our User Agreement, you agree that, with respect to other users' personal information that you obtain through the site or through FOLA-related communication or FOLA-facilitated transaction, you will only use this information for: (a) FOLA-related communications that are not unsolicited commercial messages, (b) using services offered through FOLA (e.g. insurance, shipping and fraud complaints), and (c) any other purpose that such user expressly agrees to after adequate disclosure of the purpose(s).

FOLA does not tolerate spam. Therefore, without limiting the foregoing, you may not add FOLA user to your mail list (email or physical mail) without their express consent after adequate disclosure, even if said user has previously made a purchase from you. We strictly enforce our Anti-Spam Policy! To report FOLA-related spam to FOLA, please contact us.

D. Information Security

Information Security

FOLA is committed to handling your customer information with high standards of information security. We use computer safeguards such as firewalls and data encryption, we enforce physical access controls to our buildings and files and we authorize access to personal information only to employees who need to know that information in order to fulfil their job responsibilities.

The security of FOLA's account also relies on your protection of your password for FOLA. You may not share your password for FOLA with anyone. If you do share your password for FOLA with a third party for any reason, including because the third party has promised to provide you additional services such as account aggregation, the third party will have access to your account and your personal information and you shall be responsible for actions taken using your password.

E. Contacting Us

If you have any questions about this privacy statement, FOLA's information practices, or your dealings with FOLA, you can contact us at (519) 270-4283.