

## Definitions

"You" refers to the user of this website and its related services, and as such you have gained the right to use this website by respecting the applicable Terms of Use described in detail below.

Imagemaker360 ("IM360") is the exclusive owner and operator of [imagemaker360.com](http://imagemaker360.com).

As used in this Policy, "we" and "us" means Imagemaker360.

"Service(s)" refers to your use of Imagemaker360 for any purpose whatsoever.

We reserve the right, at any time, to change or modify the privacy policy applicable to your subscription. Such changes will become effective upon notification, which we may effect by sending you a notice by email and posting a revised Agreement on this website, which you can access at any time using the "Terms of Use" link. Your continued use of our service after notification of such a change has been sent shall be deemed to constitute acceptance by you of any such changes, modifications, additions or deletions. You agree to review this Agreement periodically to be aware of any such revisions.

## Privacy Of Information

We are a Canadian company and fall under all applicable rules and laws of Canada and its territories. "Personal Information" means all information about an identifiable individual. Imagemaker360 recognizes the importance of privacy and recognizes the sensitivity of personal information received by us in the course of offering our service. We recognize our professional obligation to maintain the confidentiality of our clients' information and recognize our obligations concerning the personal information of all individuals that we collect, use or disclose in our practice. This policy has been developed with those obligations in mind.

Imagemaker360 collects some personal information from you, such as your name and email address, to provide the requested service. Imagemaker360 will not sell, share, or rent your personal information in ways different from what is disclosed here.

Imagemaker360 may also use third-party companies to provide various services when you visit this website. Imagemaker360 is not responsible for the privacy practices of external websites linked to this site. We encourage you to read the privacy statements of these other websites when you leave our website. See below for details.

If we change our privacy policy, we will notify you if you have subscribed to one or several services that require your personal information. If you have any questions with respect to our policies concerning the handling of your personal information, or if you wish to request access to, or correction of, your personal information under our care and control, please contact our Privacy Officer at [customerservice@imagemaker360.com](mailto:customerservice@imagemaker360.com)

By using this website you acknowledge that we cannot ensure the security or privacy of information you provide through the Internet and your email messages, and you release us from any and all liability in connection with the use of such information by other parties;

We are not responsible for, and cannot control, the use by others of any information which you provide to them and you should use caution in selecting the personal information you provide to others through the Service;

and we cannot assume any responsibility for the content of messages sent by other users of the Service, and you release us from any and all liability in connection with the contents of any communications, you may receive from other users. We cannot guarantee and assume no responsibility for verifying the accuracy of the information provided by other users of the Service.

We may use or provide to third-party vendors any information, data, or demographics that do not knowingly personally identify you, for marketing purposes. You may not use the service for any unlawful purpose. If you use this service unlawfully we will pass along all information to law enforcement. We may refuse to grant you an ID or nickname that impersonates someone else, is protected by trademark or proprietary law, or is vulgar or otherwise offensive, as determined by us in our sole discretion.

## **Disclosure Of Information Without Consent**

By using this Service, you agree and consent that Imagemaker360 may at its sole discretion and without your further consent and without notifying you (whether before or after disclosure) disclose your personal information to any person, at any time and for any purpose, including, without limiting the generality of the foregoing, in any one or more of the following instances:

1. the disclosure is clearly in your interests and consent cannot be obtained in a timely way

2. the disclosure is necessary for your medical treatment and you do not have the legal capacity to give consent
3. it is reasonable to expect that the disclosure with your consent would compromise an investigation or proceeding and the disclosure is reasonable for purposes related to an investigation or a proceeding
4. the personal information is disclosed in accordance with a provision of a treaty that authorizes or requires its disclosure and is made under an enactment of Canadian or US LAW
5. the disclosure is for the purpose of complying with a subpoena, warrant or order issued or made by a court, person or body with jurisdiction to compel the production of personal information
6. the disclosure is to a public body or a law enforcement agency located in Canada or in the United States or anywhere else in the world and concerns an offense under the laws of Canada or the United States or any other jurisdiction where disclosure would assist in an investigation, or in the making of a decision to undertake an investigation, to determine whether the offense has taken place, or to prepare for the laying of a charge or the prosecution of the offense
7. there are reasonable grounds to believe that compelling circumstances exist that affect the health or safety of any individual
8. the disclosure is for the purpose of contacting next of kin or a friend of an injured, ill or deceased individual
9. the disclosure is to a lawyer who is representing Imagemaker360
10. the disclosure is required or authorized by law

## **Log Files**

Like many other Web sites, Imagemaker360 makes use of log files. The information inside the log files includes internet protocol ( IP ) addresses, type of browser, Internet Service Provider ( ISP ), date/time stamp, referring/exit pages, number of clicks and elements clicked on to analyze trends, administer the site, track user's movement around the site, and gather demographic information. IP addresses and other such information are not linked to any information that is personally identifiable.

## **Cookies And Web Beacons**

Imagemaker360 does use cookies to store information about visitor's preferences, record user-specific information on which pages the user access or visit, customize Web page content based on visitor's browser type or other information that the visitor sends via their browser.

We may also use cookies and tracking pixel-like Facebook Pixel for retargeting. Retargeting allows us to show you ads about Imagemaker360 when you are visiting other sites on the internet. Our retargeting is managed by our advertising partners, including companies without like, being limited to, Google, DoubleClick, and Facebook.

## **Modifications**

We may modify this Policy from time to time. Notification of changes in this Policy will be posted on the web site or sent via electronic mail if you have subscribed to one or several of our services that require personal information, as we may determine in our sole discretion. If you do not agree to any modifications, you should terminate your use of our Service and web sites. Your continued use of the web site and our Services now, or following the posting of notice of any changes in this Agreement, will constitute a binding acceptance by you of this Agreement, or any subsequent modifications.