

Legal Terms, Disclaimers & Privacy Policy

OutsideTheCrib.Com Website Legal Terms and Disclaimers

Thank you for visiting OutsideTheCrib.Com (the “Site”). We have established some legal ground rules to ensure we can keep the Site useful, fun and safe for everyone. If you have not already done so please take the time to familiarize yourself with these provisions. By accessing the Site you are automatically deemed to have accepted these terms and disclaimers and be legally bound by them. If you do not agree to these terms and disclaimers, you should immediately discontinue any use of the Site. Outside The Crib Inc. reserves the right to change the terms and disclaimers at any time and from time to time, and you agree that each visit you make to the Site shall be subject to the current terms and disclaimers then in place. The last revision date for these terms and disclaimers is set forth below.

Last revised: May 1, 2008

Throughout these Legal Terms and Disclaimers (the “Agreement”) we refer to you (“You”) and Outside The Crib Inc. (the “We”, “Us” and/or the “Corporation”) in setting forth our respective rights and obligations.

1. **Ownership and Copyright.** You acknowledge that any and all information, content, reports, data, databases, graphics, interfaces, web pages, text, files, software, product names, Corporation names, trade-marks, logos and trade-names contained on this Site (collectively the “Content”), including the manner in which the Content is presented or appears and all information relating thereto, are the property of their respective owners as indicated, the Corporation or its licensors, as the case may be.
2. **Permitted Use.** The Corporation hereby grants to You a personal, non-commercial, non-transferable and non-exclusive license to access, read and download (for personal use only) the Content provided the Content is not modified. Any other use of the Content is prohibited. None of the Content may be otherwise reproduced, republished or re-disseminated in any manner or form without the prior written consent of the Corporation.
3. **License to Use Your Information.** We encourage You to share your comments, ideas and questions (Your “Messages”) with other users and Us. We will attempt to read all the Messages You send to Us, but may not be able to respond to all of them and do not in any way promise to post the contents of all Messages sent to us on the Site. Please note we assume no responsibility for reviewing unsolicited ideas for our business (like product or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future Site Content. Also please remember you are responsible for what you submit, and that you, not the Corporation, have full responsibility for the Messages, including reliability, originality, trademark and copyright. Please do not reveal information to Us in Your Messages which you feel to be confidential other than your basic contact information. Any and all rights to materials and ideas submitted to us become the exclusive property of the Corporation.

By sending us a Message in the e-mail response area, you agree to have it along with your name posted for public viewing both on the Site (and potentially in other promotional materials) without compensation. We will try to post as many Messages as We can, although we do not promise to post every submission. All Messages that are posted on the Site from users represent the opinions of these users and do not represent the opinions of the Corporation. You may copy them as much as You like for personal use, but redistribution in any way requires the permission of the Corporation.

1. **Personal Information.** The Corporation is committed to providing our users with a Site that respects their privacy. For review of the full Privacy Policy [hyperlink] for OutsideThe Crib.Com please click on the hyperlink. We do not automatically gather any personal information from you, such as your name, phone number, e-mail address. This information is only obtained if you supply it voluntarily, usually through contacting us by e-mail or registering in a secure area of the Site. While our Site does use software that receives and records the Internet Protocol (IP) address of the computer that has contacted the Site, We make no attempt to link these addresses with the identities of individuals visiting our site. We do not regularly use “cookies” to track how our visitors use the site. Whenever, we enable “cookies” to facilitate your transactions, we will first inform you. Save and except in relation to e-mail messages submitted to us for postings (as described in paragraph 3 above) identifiable visitor information will not be willingly disclosed to third parties without prior consent of the users involved, unless the disclosure of such information by the Corporation is required by law.
2. **Trademarks.** Certain words, phrases, names, designs or logos used on the Site may constitute trademarks, service marks or trade names of the Corporation or other entities. The display of any such marks or names on the Site does not imply that a licence has been granted by the Corporation or other entities.
3. **Software Licenses.** All software that is made available for downloading from the Site (“Software”) is protected by copyright and may be protected by other rights. The use of such Software is governed by the terms of the Software license agreement or designated “Legal Notice” accompanying such software (the “License Agreement”). The downloading and use of such Software is conditioned on your agreement to be bound by the terms of the License Agreement.
4. **Limitations on Liability and Disclaimers.**

a) Confidentiality Warning

GIVEN THE NATURE OF THE INTERNET AND THE INHERENT RISK OF ITS USE, THERE IS NO GUARANTEE THAT PERSONAL INFORMATION AND TRANSACTIONS ON THIS SITE OR ON THE INTERNET WILL BE MAINTAINED CONFIDENTIAL AND SECURE. THE USE OF THIS WEBSITE AND THE CONTENT IS AT YOUR OWN RISK, AND THE CORPORATION ASSUMES NO LIABILITY OR RESPONSIBILITY PERTAINING TO THE CONTENT, YOUR USE OF THE SITE OR THE RECEIPT, STORAGE, TRANSMISSION OR OTHER USE OF YOUR PERSONAL INFORMATION.

The Corporation will not be responsible for any damages You or any third party may suffer as a result of the transmission, storage or receipt of confidential or proprietary information that You

make or that You expressly or implicitly authorize the Corporation to make, or for any errors or any changes made to any transmitted, stored or received information

b) No Endorsement

This Site may contain links to other sites. The Corporation does not assume responsibility for the accuracy or appropriateness of the information, data, opinions, advice or statements contained at such sites, and when You access such sites, You are doing so at Your own risk. In providing links to the other sites, the Corporation is in no way acting as a publisher or disseminator of the material contained on those other sites and does not seek to monitor or control such sites. A link to another site should not be construed to mean that the Corporation is affiliated or associated with same. **THE CORPORATION DOES NOT RECOMMEND OR ENDORSE ANY OF THE CONTENT, INCLUDING WITHOUT LIMITATION ANY HYPERLINKS TO, OR CONTENT FOUND ON OTHER WEBSITES.** The mention of another party or its product or service on this Site should not be construed as an endorsement of that party or product or service. A link to another site should not be construed to mean that the Corporation is associated with or legally authorized to use any trademark, trade name, logo or copyrighted material that may be reflected in the link or the description of the link to the other site.

c) Computer Viruses

While effort is made to ensure that all information provided at the Site does not contain computer viruses, you should take reasonable and appropriate precautions to scan for computer viruses and should ensure that you have a complete backup of the applicable items of information contained on Your computer system. **THE CORPORATION IS NOT RESPONSIBLE FOR ANY LOSSES OR DAMAGES CAUSED TO YOUR COMPUTER OR DATA CAUSED BY VIRUSES INFECTING YOUR COMPUTER WHILE USING THE SITE.**

d) No Warranty on Site Content

You are solely responsible for the retrieval and use of the Content. You should apply Your own judgment in making any use of any Content, including, without limitation, the use of the information as the basis for any conclusions. The Corporation provides no warranty whatsoever in relation to information posted on the Site by Site users.

Though the information provided on the Site by the Corporation is believed to be reliable and accurate when posted, the Corporation does not guarantee the quality, accuracy, completeness or timeliness of the information provided. Information contained on the Site may contain typographical errors. The Corporation assumes no obligation to update the Content or advise of further developments concerning topics mentioned. You should not assume the Site will be error free or that the Site will operate without interruption.

THE CONTENT OF THE SITE IS PROVIDED FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE INTERPRETED AS A RECOMMENDATION FOR ANY SPECIFIC PRODUCT OR SERVICE, USE OR COURSE OF ACTION.

THE SITE AND ALL CONTENT, PRODUCTS, SERVICES AND SOFTWARE ON THIS SITE OR MADE AVAILABLE THROUGH THIS SITE ARE PROVIDED “AS IS” WITHOUT ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS, OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE.

THE CORPORATION ASSUMES NO OBLIGATION TO UPDATE THE CONTENT ON THIS SITE. THE CONTENT ON THIS SITE MAY BE CHANGED WITHOUT NOTICE TO YOU. THE CORPORATION IS NOT RESPONSIBLE FOR ANY CONTENT OR INFORMATION THAT YOU MAY FIND UNDESIREABLE OR OBJECTIONABLE. THE CORPORATION DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED USE OR REPRODUCTION OF ANY PORTION OF THE SITE. ACCESSING THE CONTENT FROM TERRITORIES WHERE IT MAY BE ILLEGAL IS PROHIBITED.

e) No Liability For Damages

IN NO EVENT WILL THE CORPORATION, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE FOR ANY SPECIAL, GENERAL, PECUNIARY, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, AGGRAVATED, ECONOMIC OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR RELIANCE OF INFORMATION AVAILABLE ON THE SITE, HOWSOEVER CAUSED, WHETHER FRAMED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER TORTIOUS ACTION, EVEN IF THE CORPORATION OR ANY OF ITS LAWFUL AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

1. Termination. This Agreement between You and the Corporation governing your permitted use of the Site is effective until terminated by the Corporation, with or without cause, in the Corporation’s sole and unfettered discretion. The Corporation may terminate this Agreement without notice to You if You fail to comply with any of its terms. Any such termination by the Corporation shall be in addition to and without prejudice to such rights and remedies as may be available to the Corporation, including injunction and other equitable remedies.

The disclaimers, limitation on liability, ownership, termination, interpretation, Your license to the Corporation and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.

1. Indemnity. You agree at all times to indemnify, defend and hold harmless the Corporation, its agents, suppliers, affiliates and their respective directors and 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 the Corporation directly or indirectly in respect of:

(i) any information or other content You provide on or through this Site or which is sent by You to the Corporation by email or other correspondence; or (ii) Your use or misuse of the Content or this website, including without limitation infringement claims.

1. **Governing Law.** The Corporation, this Site and the Content (excluding linked websites or content) are physically located within the Province of New Brunswick, Canada. This Site and its Content are intended to be read by Canadian residents only. This Agreement will be governed by the laws of the Province of New Brunswick and the federal laws of Canada, and shall be treated in all respects as a New Brunswick contract, without reference to the principles of conflicts of law. In the event of a dispute, You agree to submit to the non-exclusive jurisdiction of the New Brunswick courts.
2. **Interpretation.** The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement, words importing the singular number include the plural and vice versa; words importing gender include all genders; and words importing persons include individuals, sole proprietors, partnerships, corporations, trusts and unincorporated associations. All references to money amounts in this Agreement, unless otherwise specified, are in Canadian dollars.
3. **Entire Agreement.** This Agreement as it may be amended from time to time in accordance with the provisions of Section 13, and any and all other legal notices and policies on this Site, constitutes the entire agreement between You and the Corporation with respect to the use of this Site and the Content.
4. **Amendment and Waiver.** The Corporation reserves the right, in its discretion, to amend this Agreement at any time by posting amendments on this Site. You are responsible for periodically reviewing the amendments on this Site, and You are deemed to be aware of such amendments. If you do not agree to the amended terms and conditions, You shall immediately stop using this Site. Access to this Site or use of this Site after any amendments have been posted shall constitute Your acknowledgement and acceptance of the amended terms and conditions. No supplement, modification or amendment to this Agreement and no waiver of any provision of this Agreement shall be binding on the Corporation unless executed by the Corporation in writing. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

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OUTSIDE THE CRIB.COM WEBSITE PRIVACY POLICY

Outside The Crib Inc. (“Outside The Crib”; also, depending on the context, “we”, “us” or similar expressions) respects your privacy and wants you to feel secure in your use of the OutsideTheCrib.Com website (the ‘Site’). We have developed this Website Privacy Policy to describe our specific privacy policies and practices and how we collect, use and disclose the personal information of those individuals who visit our Site. Outside The Crib will not collect,

use or disclose your personal information other than in compliance with this privacy policy (the “Privacy Policy”).

“You” in this Privacy Statement means you as an individual.

OUR PRIVACY COMMITMENT

1. What information is collected?

“Personal information” generally means any information that identifies you as an individual. When you visit this site and in the course of us interacting with You, we may collect personal information:

(i) directly, when we ask you to provide personal information or you volunteer personal information to us, such as when you send a message to us to post on this Site (e.g., name, e-mail address and mailing address); or (ii) indirectly, where we use cookies (as described below) or customizing software to tailor the site to your preferences or to track your use of certain pages of the site.

We will only ever collect, use and/or disclose personal information in connection with this Site in accordance with this Privacy Statement.

You can visit the Site without telling us who you are or revealing any information about yourself, including your e-mail address. Our web server may collect information related to your visit to our Site, including: the IP address and domain used to access our Site, the type and version of your browser; the website you came from to access the Site; the page you entered and exited at; any website page that is viewed by that IP address; and what country you are from. We use this information to monitor our website’s performance (e.g. number of visits, average time spent, page views) and for business purposes such as working to upgrade our Site.

In addition, we collect the personal information that you submit to the Site, such as your name, e-mail address, civic address and any other contact information that you choose to provide by:

- using the “Contact Us” portion of this Site;
- applying for a volunteer or commissioned position with Outside The Crib through this Site
- by corresponding with Outside The Crib via e-mail hyperlinks created for that purpose
- by corresponding with Outside The Crib via e-mail, phone, facsimile or mail to post information on the public posting areas of the Site such as the ‘Classifieds’ and “I Love This” pages of the Site
- when you register for a specific promotion, survey or contest offered on the Site
- if you register for the Outside The Crib quarterly e-newsletter

Where you request information from us, we may use your contact information to answer your requests as well as to send you information about related products or services that we feel may be of interest to you. If you have asked to be put on the mailing list for the Outside the Crib quarterly e-newsletter, you may later ask us to remove you from the list at anytime (using the unsubscribe instructions provided with each e-newsletter and on the Site where you signed up).

1. How will personal information be collected, used and/or disclosed?

We may collect, use and/or disclose personal information collected via this Site or otherwise in connection with our products or services for the following purposes:

(i) to provide any products or services that you request; (ii) to maintain your entry in contests or promotions offered on the Site by Outside The Crib (iii) to maintain your entry in contests or promotions offered on the Site by Outside The Crib for its Sponsors/Advertisers; (iv) *to maintain our records in connection with the provision of such products, services, contests or promotions;* (v) *to facilitate the public postings on our “Classy-fieds” and “I Love This” sections of the Site;* (vi) ***to provide you information that you are requesting from us and respond to specific question you have submitted to us;*** (vii) ***to respond to your application for a volunteer or commissioned position with us;*** and (viii) to help us tailor Outside The Crib products and services, including this Site, to suit you.

- Your entry in contests or promotions on our Site offered by our Sponsors/Advertisers may require your personal information (requested at the time of registration for the contest or promotion) to be disclosed by us to such Sponsor/Advertiser. If this is the case we will indicate this at the time your personal information is sought for registration. The provision of your personal information under these circumstances will constitute a deemed consent to us to disclose your registration information to such Sponsor or Advertiser. Outside The Crib Inc. is not responsible for how such Sponsor or Advertiser collects, uses or discloses your personal information. You should review the privacy policies of the Sponsor/Advertiser before providing your personal information.

** The submission by You of a public posting for the “Classy-fieds” or “I Love This” page of the Site shall constitute a consent by You for the public disclosure on the Site of all your personal information contained in the submission forwarded to us. We shall maintain no further responsibility for your personal information once disclosed in the public domain.

1. To what extent do we disclose personal information to our affiliates or non-affiliated third parties for profit?

Personal information will only be disclosed to, and collected and used by, Outside The Crib affiliates for the purposes contemplated in this Privacy Policy.

With the exception on personal information collected as described in Section 2(iii) of this Privacy Policy and the disclosures described in Section 4 (iii) of this Privacy Policy, we will not sell, transfer, or trade your personal information to third parties for profit or financial benefit (ie. to marketing companies, survey companies, non profit agencies/charities fundraising lists or private businesses) without your prior expressed consent.

1. Parties to whom we disclose personal information.

(i) Except as expressly provided in this Privacy Policy, we do not disclose any personal information to non-affiliated third parties except as permitted by law. Examples of permitted disclosures of personal information to non-affiliated third parties may include:

a) complying with a validly issued and enforceable summons, subpoena or search warrant or with other legal requirements. b) complying with rules of court relating to the production of records; and c) responding to requests made by government institutions with the lawful authority to make such requests.

(ii) We may transfer personal information to non-affiliated third parties for processing and/or in the course of Site monitoring/maintenance/upgrades pursuant to agreements that prohibit the third parties from using or disclosing the personal information other than for the purpose of processing and which impose security safeguards appropriate to the sensitivity of the personal information.

(iii) Personal information may be disclosed or transferred to another party in the event of a change of ownership of, or a grant of security interest in, all or a part of Outside The Crib or the Site in which case the third party would be subject to the standards of this Privacy Policy.

1. Our practices regarding cookies.

We do not regularly use “cookies” to track how our visitors use the Site. Cookies are small amounts of data that are transferred from our server to your computer’s hard drive for record-keeping purposes. Cookies may store a variety of information, including, without limitation, the number of times that you access this Site, your registration information and the number of times that you view a particular page, banner or the like on the Site.

Whenever we “enable” cookies to facilitate your transactions, we will first inform you. If you do not wish to accept cookies, your browser’s “help” function should provide you with information about how to disable cookies completely. That said, by blocking or disabling cookies, you may be unable to take advantage of some of the useful features of the Site related to the cookies when in use.

1. What about links to other websites?

Our Site may contain links to other websites that may be subject to less stringent privacy standards. We cannot assume any responsibility for the privacy practices, policies or actions of the third parties that operate these websites. Outside The Crib Inc. is not responsible for how such third parties collect, use or disclose your personal information (whether they be sponsors or advertisers with Outside The Crib or totally unaffiliated with Outside The Crib). You should review the privacy policies of these websites before providing them with personal information.

1. Your deemed consent by using the Site.

By using our Site, we assume You have consented to the collection, use and disclosure of your personal information in the manner described in this Privacy Policy.

1. How can I access or change my personal information or withdraw my consent?

You are entitled to request access to and correction of your personal information collected by us via this Site or otherwise through our provision of products or services. You can make such a request or related inquiry by sending an e-mail to our privacy officer at outsidethecrib@rogers.com. If you consent or have previously consented to the collection, use and/or disclosure of personal information as identified herein, please note that you can also withdraw your consent at any time by sending an e-mail message to our privacy officer at outsidethecrib@rogers.com.

If you expressly withdraw your consent to be bound by the provisions of our Privacy Policy altogether, you may be prevented from using all or a portion of the features of the Site.

1. How long is personal information retained?

We will keep your personal information only as long as reasonably necessary for the purpose described in this Privacy Statement or such longer period as may be required by applicable legislation.

1. How is personal information secured?

Outside The Crib endeavors to maintain physical, technical and procedural safeguards that are appropriate to the sensitivity of the personal information in question. These safeguards are designed to prevent your personal information from loss or theft, as well as unauthorized access, disclosure, copying, use or modification.

Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while the Site strives to protect your personal information, we cannot warrant the security of any information you transmit to us, and you do so at your own risk. Once the Site receives your transmissions, we make commercially reasonable efforts to ensure its security on our systems.

1. Inquiries or concerns.

If you have any questions or concerns about our Privacy Policy, please contact:

Privacy Officer: Charlene Savoie

Phone: 506-533-4712 E-mail: charlene@peacewithinme.ca

1. Revisions to this Privacy Policy.

Outside The Crib from time to time, may make changes to this Privacy Policy to reflect changes in its legal or regulatory obligations or in the manner in which we deal with your personal information. We will post any revised version of the Privacy Policy on the Site and we

encourage you to refer back to it on a regular basis. This Privacy Policy was last updated on May 1, 2008. Name change of officer and email address updated July 9, 2018.

1. Interpretation of this Privacy Policy.

Any interpretation associated with this Privacy Policy will be made by our Privacy Officer. This Privacy Policy does not create or confer upon any individual any rights, or impose upon Outside The Crib any obligations outside of, or in addition to, any rights or obligations imposed by Canada's federal and provincial privacy laws, as applicable. Should there be, in a specific case, any inconsistencies between this Privacy Policy and Canada's federal and provincial privacy laws, applicable, this Privacy Policy shall be interpreted, in respect of that case, to give effect to, and comply with, such privacy laws.