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Terms of Use

Please read these terms of use (this "Agreement") in its entirety because it contains a lot of useful information that will help you better understand the rules and general "good manners" that are expected when accessing or contributing content to this Website.

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User Content and Conduct

We believe it is absolutely possible for people from a variety of points of view to discuss issues in a civil manner, and we want to encourage an open exchange of information and ideas subject to the obligations set out in this Agreement.

All information, data, text, software, music, photographs, graphics, images, avatars, video, messages, ideas, reviews, opinions, suggestions or other materials on the Website (the "**Content**") that is posted, e-mailed, transmitted, uploaded or otherwise submitted to the Website by you (the "User Content") is your sole responsibility. By contributing to this Website, you agree not to:

- solicit anyone to buy or sell products or services, or to make donations of any kind, or to promote other web sites, without our express written approval, or where expressly permitted;
- upload, post, distribute, e-mail or otherwise publish or make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- solicit passwords or personal identifying information for commercial or unlawful purposes from other users;
- have multiple personalities on our boards (each user may have only one username);
- create usernames which are objectionable, even those which utilize typographical obfuscations;
- impersonate anyone on this Website;
- upload, post, distribute, e-mail or otherwise publish or make available any content that is libelous, defamatory, obscene, harmful, vulgar, sexually explicit, threatening, tortuous, harassing, abusive, invasive of another user's privacy, hateful, racially or ethnically objectionable, or otherwise illegal;
- upload, post, distribute, e-mail or otherwise publish or make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as insider information, and, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);
- upload, post, distribute, e-mail or otherwise publish or make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, without limitation, promoting an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing

information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

- upload, post, distribute, e-mail or otherwise publish or make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, telecommunications, or other equipment; and
- attempt to discover or give out any private information about other users.

We reserve the right, but do not assume the obligation, to remove postings and ban users who violate this Agreement from using our services and the Website. We also reserve the right to reveal users' identity (or whatever information we may know about users, including IP address(es)) in the event of a complaint or legal action arising from this type of action.

If your account has been banned, and you have a reasonable case to make regarding reinstating your account, please e-mail us.

Any user who feels that a contribution to this Website is objectionable is encouraged to click the "Suggest removal" link related to the specific post or posts. We have the ability to remove objectionable messages and we will make every effort to do so -- within a reasonable time frame --if we determine that removal is necessary.

It is important to know that we DO NOT review (and take no responsibility for) every contribution made on this Website. More than likely, you will see user contributions before anyone on staff here does. This may include information and opinions from a variety of individuals and organizations other than official content from this Website and its staff.

You understand that by using the Website, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will we be liable in any way for any loss, damage or injury related to, or arising as a result of, any Content (including User Content), including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any User Content. We do not endorse or guarantee the accuracy of any user contribution, regardless of whether it comes from a user, celebrity, "expert," or other source.

Your entry or participation in any contest, sweepstakes, promotion or other similar offering on the Website (each, a "Contest") shall also be subject to and governed by the specific rules and regulations in respect of that Contest.

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By posting your User Content on the Website, you hereby grant to us a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, edit, adapt, publish, translate, create derivative works from, distribute, disseminate, perform, transmit and display such content (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content without compensation or obligation to you. You hereby waive all "moral rights" in and to your User Content. Nothing herein obligates us to use or publish the User Content in any manner. The rights granted hereunder may be freely assigned or sub-licensed by us to any third party. If you are not the owner of such User Content, you warrant that the owner of the User Content has expressly granted a similar license. There is no relationship of any type created, including without limitation any agency, or fiduciary relationship, as between you and us, by virtue of the submission by you of User Content to the Website.

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In cases where you have authorized a minor to use the Website, you recognize that you are fully responsible for: (i) the online conduct of such minor; (ii) controlling the minor's access to and use of the Website; and (iii) the consequences of any misuse by the minor. You acknowledge that some of the areas of the Website may contain Content that is inappropriate for minors. You acknowledge that we have no obligation to monitor any Content accessible through the Website.

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We reserve the right to cease distribution of any or all of the RSS feeds and/or to change the content or formatting of the RSS feeds at any time, at our sole discretion, and without notice to you. We reserve the right to require you to cease displaying, distributing or otherwise using any or all of the RSS feeds for any reason, including but not limited to, your commercial use of the RSS feeds or any other violation of this Agreement.

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Please note that certain links on the Website may take you to other websites. We provide these links only as a convenience and not as an endorsement by us. These linked sites are not necessarily under our control. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses and other destructive elements. Furthermore, you acknowledge and confirm that you are responsible for viewing and abiding by the terms of use and privacy policies posted at these third party linked sites. We are not responsible for the content of any such linked sites or any other web page which is not part of the Website and under our control. Unless otherwise expressly provided, we make no representation or warranty regarding, and does not endorse, any linked site or the information, products or services appearing thereon. Accordingly, you agree that we will not be responsible or liable in any way for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in any site linked from the Website or the use of any personal information that you provide to such linked site by the operator(s) of such linked site.

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Indemnity

You agree to defend, indemnify and hold us, our subsidiaries, affiliates and licensors and each of our respective officers, directors, employees and agents, including all third parties mentioned on the Website harmless, from and against any and all claims, actions or demands, including without limitation reasonable legal and accounting fees, resulting from or related

to: (a) your breach of this Agreement, (b) your access to or use of the Website or the Content; (c) your submitting User Content, or (d) your use or reliance on, or publication, communication or distribution of anything on or from Website. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE AS FOLLOWS:

- (a) Your use of the Website is at your sole risk. To the maximum extent permitted by applicable law, the Website (including RSS feeds) is provided on an "as is" and "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- (b) To the maximum extent permitted by applicable law, we make no warranty that (i) the Website will meet your requirements, (ii) the Website will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Website will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Website will meet your expectations, and (v) any errors in the Website will be corrected.
- (c) Any material downloaded or otherwise obtained through the use of the Website is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
- (d) To the maximum extent permitted by applicable law, no advice or information, whether oral or written, obtained by you from us, the Website or through or from any service shall create any warranty not expressly stated in the terms and conditions.

LIMITATION OF LIABILITY

You expressly understand and agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Website; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Website; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the website; or (v) any other matter relating to the Website.

You expressly acknowledge that we have entered into this Agreement, and have and will make the Website and content available to you in reliance upon the limitations and exclusions of liability and the disclaimers set forth in this Agreement, and that the same form an essential basis of the bargain between you and us. You expressly agree that the limitations and exclusions of liability and the disclaimers set forth in these terms and conditions will survive, and continue to apply in the case of, fundamental breach or breaches, the failure of essential purpose of contract, the failure of any exclusive remedy or termination of this Agreement.

EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

Governing Law/Jurisdictional Issues

This Agreement will be interpreted, construed and governed by the laws in force in the Province of British Columbia, and the federal laws of Canada applicable therein, without reference to its conflict of laws principles. Each party hereby agrees to submit to the exclusive jurisdiction of the courts of the Province of British Columbia sitting at Vancouver, and to waive any objections based upon venue.

Privacy Policy

Glacier Media Inc. and its subsidiaries, affiliates and related companies (together referred to as "**we**" or "**us**" or "**our**") take your privacy seriously. This Privacy Policy applies to personal information we collect or receive about you, from any source including the website at delta-optimist.com (the "**Website**"). However, it does not apply to personal information that we collect, use or disclose for journalistic purposes.

By submitting your personal information, subscribing to our services or products or using the Website, you signify your agreement to the terms and conditions of this Privacy Policy. Please check back periodically as this Privacy Policy may be amended from time-to-time.

What is Personal Information?

Personal information is personally identifiable information. Examples of personal information that we may collect, use and disclose include your contact information (name, address, phone number or email address), your billing information (credit card number or banking information), and other information that you may provide to us. Personal information does not include publicly available information or business contact information.

Personal Information We Collect and How We Use It

In most cases, we will collect personal information directly from you when you purchase or interact with us or the Website about a product or service that we offer or provide (for example, when you subscribe to the newspaper or a newsletter or when you email us or contact us through the Website). Occasionally, we may collect personal information from a third party based on your consent or as otherwise permitted by law.

We identify the purposes for which we may collect, use and disclose your personal information at the time that we collect such information. Such purposes include:

- providing and delivering products or services to you;
- responding to your inquiries;
- sending you newsletters and offers of products, services and events, including through the DealMate.ca group buying service;
- meeting legal and regulatory requirements;
- notifying you about changes to our services and sending you offering of new products and services; and
- internal business purposes such as administering or improving our Website.

We will not collect or use personal information for purposes other than those described in this Privacy Policy unless we have obtained your prior consent or as otherwise required or authorized by law.

For example, when you use the Website, you will be given the option of:

- receiving recurring informational newsletters via email from us
- receiving offers of products, services and events; and
- participating in contests and other promotions.

DealMate.ca Group Buying

In order to subscribe to such newsletters, deals, contests and promotions via email, we need your contact information, such as name and email address. You can unsubscribe from the newsletters and other offers by following the directions in any email newsletter.

When you sign up and purchase vouchers as a customer with DealMate.ca, you will be asked to provide your name, address, email address and credit card or other financial information that we and the Merchant require in order to offer goods and/or services to you through DealMate.ca.

Children (persons under the age of 18) are not eligible to use the Website (including DealMate.ca) unsupervised and we ask that children do not submit any personal information to us. If you are under the age of 18, you may only use the Website (including DealMate.ca) in conjunction with and under the supervision of a parent or guardian. We will never knowingly collect the personal information of minors.

You can decline to submit personal information for any of these purposes, in which case we may not be able to provide goods and/or services to you.

Cookies

We use "cookies" to identify you when you visit the Website. A "cookie" is a piece of data temporarily stored on the user's hard drive containing non-personal information about the user. We use cookies to help users navigate around the Website. Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, the Website may not function properly if your cookies are disabled. Find out more about the use of cookies on <http://www.cookiecentral.com>.

Information Sharing and Disclosure

We only share or disclose personal information to other companies or individuals in the following limited circumstances:

- we have your consent;
- to our subsidiaries, affiliated companies or other trusted businesses or persons for the purpose of processing personal information on our behalf. We require that these parties agree to process such information based on our instructions and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures;
- we have a good faith belief that access, use or disclosure of personal information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) detect, prevent, or otherwise address fraud, security or technical issues, or (c) protect against imminent harm to the rights, property or safety of, Glacier Media Inc., its users or the public;
- as required or permitted by law; and
- to another entity as part of a merger, a sale of assets or all or part of a business, or any other corporate change or re-organization. We will NOT sell or rent your personal information to anyone in any case and any price.

DealMate.ca Group Buying

We facilitate the provision of goods and/or services and offers for goods and/or services by various types of merchants (the "Merchants") who participate in DealMate.ca. In order to do so, we share some of your personal information with Merchants from whom you have purchased something to allow them to provide the goods and/or services to the correct individuals and to allow them to keep track of what they have provided. Sharing this information will allow these Merchants to contact you directly should they choose to do so. We will only share personal information with a Merchant if you purchase something relating to that particular Merchant.

We may disclose or share non-personally identifiable information with partners, advertisers, Merchants and/or prospective merchants to help explain our business and the effectiveness of our business or for promotional purposes. For example, we may disclose aggregated demographic information that does not include any personally identifiable information.

Access to your Personal Information

You may request access and/or corrections to your personal information. We will make good faith efforts to provide you with access to your personal information and either to correct this data if it is inaccurate or to delete such data at your request if it is not otherwise required to be retained by law or for legitimate business purposes.

If we reject your request for a correction, we will make a notation of such request and rejection on your file or personal information. We may decline to process requests that are unreasonably repetitive or systematic, require disproportionate technical effort, or would jeopardize the privacy of others.

Retention of Personal Information

We retain personal information for as long as required for legal or business purposes or as required by law.

Security

We have implemented physical, organizational, contractual and technological security measures to protect your personal information in our possession or control from loss or theft, and unauthorized access, disclosure, copying, use or modification.

However, given that the Internet is a global environment, using the Internet to collect and process personal data necessarily involves the transmission of data on an international basis and across networks not owned and/or operated by us. Therefore, by browsing the Website, communicating electronically with us and purchasing goods and/or services through DealMate.ca, you acknowledge and agree to our processing of personal information in this way and agree that we are not responsible for any personal information which is lost, altered, intercepted or stored without authorization during transmission.

QUESTIONS AND ENFORCEMENT

All comments, questions, concerns or complaints regarding your personal information should be forwarded to our privacy representative as follows:

By Email: privacy@glaciermedia.ca

When we receive formal written complaints at these addresses, it is our policy to contact the complaining user regarding his or her concerns. We will cooperate with the appropriate regulatory authorities to resolve any complaints that cannot be resolved between us and an individual. If you are located in British Columbia, you may also contact the Office of the Information and Privacy Commissioner of British Columbia at P.O. Box 9038, Stn. Prov. Govt., Victoria, British Columbia, V8W 9A4, tel. (250) 387 -5629, fax (250) 387-1696.