

ALBERTA INNOVATES WEBSITE – TERMS AND CONDITIONS

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Alberta Innovates may revise these Terms and Conditions of Use at any time by updating this page. You must visit this page each time that you visit the Website and review these Terms and Conditions of Use because they are binding upon you any time you access and use the Website or the Material.

2. Privacy

Alberta Innovates respects the privacy of visitors to the Website. Your use of the Websites and/or the Material is subject to Alberta Innovates’ Privacy Policy, which is available below.

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The Website and some of the Material may be protected by applicable copyright, trademark, patent and other intellectual property laws under both Canadian and foreign laws which may be violated by unauthorized use of the Website or the Material. Users of the Website or the Material are solely responsible for ensuring that they comply with any applicable copyright, trademark, patent and other intellectual property laws in force in their jurisdiction.

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To inquire about obtaining consent to Use any Material on the Website, please send a request to info@albertainnovates.ca

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To inquire about obtaining consent to Use trademarks or official marks, please send a request to Alberta Innovates at info@albertainnovates.ca

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All Material and other information contained on the Website has been posted to provide individuals with direct access to information about Alberta Innovates and its programs and funding opportunities. Such information has been posted with the intent that it be readily available for personal and public non-commercial or educational Use.

Except where otherwise prohibited in these Terms and Conditions of Use or by law, you are granted a limited, non-transferable, non-sublicensable, and non-exclusive license to access, view, and Use the information contained on the Website, in whole or in part, and by any means, for non-commercial and educational purposes, without charge or further consent from Alberta Innovates, as applicable, provided that the following conditions are complied with:

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8. Disclaimer

Alberta Innovates uses its best efforts to ensure the accuracy and completeness of the information and Material posted on the Website. Nevertheless, there may be instances where such Material or Information contained on the Website is not current.

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9. Limitation of Liability

Under no circumstances, including, without limitation, negligence, shall Alberta Innovates be liable to you or to any third party for any direct, indirect, special, punitive, incidental, or consequential damages or losses whatsoever, including without limitation lost revenue, lost or damaged data or economic loss, regardless of the cause of action, and on any theory of liability, including contract, tort or otherwise, arising directly or indirectly from any or all of the Website or the Material, including the use of, or the inability to use, any or all of the Website or the Material.

10. Links to or from Other Websites

The Website may contain links to third-party websites. These links are provided solely as a convenience to you and not as an endorsement by Alberta Innovates. There also may be circumstances in which access to the Website may be provided by a hypertext link located at a third-party website.

Alberta Innovates is not responsible for and does not endorse, authorize, approve, certify, maintain, or control the content of any third-party website, nor does it make any representation or warranty of any kind, express or implied, regarding any third-party website, including, without limitation, (i) any representation or warranty regarding the legality, use, accuracy, reliability, completeness, efficacy, timeliness, applicability, performance, security, or availability of any information, material or content on such third-party websites, (ii) any representation or warranty regarding the merchantability and fitness for a particular purpose of any material, content, software, goods, or services located at or made available through such third-party websites, or (iii) any representation or warranty that the operation of such third-party websites will be uninterrupted or error free, that defects or errors in such third-party websites will be corrected, or that such third-party websites will be free from viruses or other harmful components.

Alberta Innovates is not responsible for the privacy practices of such third-party websites. Alberta Innovates encourages users to review the privacy policies and terms of use of any linked third-party websites before navigating any such website or disclosing any personal information online.

11. Termination

Alberta Innovates may terminate these Terms and Conditions of Use, including any licenses contained herein, at any time and also may terminate your access to and use of the Website or the Material if Alberta Innovates determines, in its sole discretion, that you have failed or refused to comply with any or all of these Terms and Conditions of Use (“**Termination**”).

Upon Termination, you must cease to access and/or use the Websites and/or the Material. This includes, without limitation, the obligation to destroy all Material, and all related documentation and all copies thereof, which you obtained from the Website, whether under these Terms and Conditions of Use or otherwise, and the obligation to take any additional or alternative reasonable steps that Alberta Innovates may direct in respect of the Termination.

12. Governing Law

These Terms and Conditions of Use and the access to and use of any of the Website and/or the Material shall be governed by the laws of the Province of Alberta. You agree to submit and irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta for all matters arising out of these Terms and Conditions of Use, or your access to and use of the Website and/or the Material.

13. Contact Information

For information or questions regarding any of the Innovates Websites, please contact:

info@albertainnovates.ca:

For more information about these Terms and Conditions of Use or any information or questions in relation to the Website, please send a request to Alberta Innovates at info@albertainnovates.ca.

ALBERTA INNOVATES WEBSITE – PRIVACY

This privacy statement applies to the Website (as defined in the Terms and Conditions of Use).

Alberta Innovates respects the privacy of visitors to the Website. We maintain the Website to help the public find information about the programs and funding available from Alberta Innovates. We are committed to ensuring your privacy while you visit the Website. The following statement is to advise you how your personal information will be treated by us as you use the Website.

What personal information is collected when visiting the Website

When you visit the Alberta Innovates Websites, our web servers automatically collect a limited amount of standard information essential to the operation and evaluation of the Website. This information includes:

- the page from which you arrived,
- the date and time of your page request,
- the IP address your computer is using to receive information,
- the type and version of your browser, and
- the name and size of the file you request.

The only information collected that is used to identify you is information you give voluntarily. If you submit a question or comment, you may be asked for your name, e-mail address, or other information to assist us in contacting you and responding to your request. You may ask to make changes to your personal information by contacting us at the emails noted below.

Any personal information that we ask you to provide via the Website is collected in compliance with section 33(c) of Alberta's *Freedom of Information and Protection of Privacy Act* (FOIP). We collect only what is necessary for the operation of the website, to respond to inquiries you might have about the Alberta Innovates, and to provide requested materials to you. The information is used only for the purpose it was collected or for a consistent purpose. Further, we keep the information only for the length of time necessary to fulfill the purpose for which it was collected. The information is collected, stored and used only in non-identifying form.

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A cookie is a file that is placed on your hard drive with your temporary internet files while you are visiting a website. The Website uses cookies to track how visitors use our site. We do not store personal information in cookies, nor do we collect personal information from you without your knowledge as you browse this site. Cookies are used to aid in the collection of anonymous statistical information such as browser type, screen size, traffic patterns and pages visited. This information is then used to improve the service offered by the Website. If you wish, you may change the settings on your web browser to deny cookies or to warn you when cookies will be deposited.

The Website uses software to monitor unauthorized attempts to upload or change information, or damage the services provided. No attempt is made to identify users or their usage patterns except during law enforcement investigations.

Links to other websites

The Website may contain links to other related websites. We are not responsible for the privacy practices of any sites you may visit after you enter our Website.

Security

We make every reasonable effort to ensure that personal information is accurate and complete. We rely on you to notify us if there is a change to your personal information that may affect our relationship. If you are aware of an error in our information about you, please let us know and we will correct it on request wherever possible. In some cases we may ask for a written request for correction.

We protect personal information in a manner appropriate for the sensitivity of the information. We make every reasonable effort to prevent any loss, misuse, disclosure or modification of personal information, as well as any unauthorized access to personal information.

We use appropriate security measures when destroying personal information, including shredding paper records and permanently deleting electronic records. Please note that the personal information you submit is secure once it reaches the government server. In transit between your computer and the server, however, it may not be secure.

Changes to Privacy Statement

From time to time, we review and revise our privacy statement to better reflect the changing nature of the web and ensure your personal information remains fully protected.

Contact Information

For more information about this privacy statement and associated privacy practices, please contact Alberta Innovates at info@albertainnovates.ca