

**Alliance Films Inc.**  
**ANTIVIRAL Online Experience**  
**Terms of Use**

**1. Online Terms of Use**

Important! Please read carefully. This is a contract. By using this website, you accept all terms and conditions as set out below ("Terms and Conditions"). If you do not agree to be bound by these Terms and Conditions, do not use this website. Alliance Films Inc., its parent, subsidiaries and affiliated companies ("Alliance Films") maintain the ANTIVIRAL site (the "Site") for promotional purposes (collectively, the "Materials"). You may view the Materials displayed on the Site strictly for informational and recreational purposes provided you do not distribute, modify, transmit, reuse, re-post, or use the content of the Site for public or commercial purposes, including the text, images, audio, and video without the written permission of Alliance Films and, further, that you retain all copyright and other proprietary notices contained on the materials. Alliance Films reserves the right, in our sole discretion, to modify, alter or otherwise change these Terms and Conditions and you agree to be bound by such modifications, alterations or changes. Alliance Films assumes no liability or responsibility whatsoever for any error or omissions in the content of the Site.

**2. OWNERSHIP OF THE MATERIALS**

You should assume that everything you see or read on the Site is copyrighted unless otherwise noted, and may not be used except as provided in these Terms and Conditions without the written permission of Alliance Films. Alliance Films neither warrants nor represents that your use of the Materials displayed on the Site will not infringe rights of third parties.

**3. OWNERSHIP OF TRADEMARKS, COPYRIGHTS, INTELLECTUAL PROPERTY**

Images of people or places displayed on the Site and in the Materials are either the property of Alliance Films, or used by Alliance Films with permission. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. The trademarks, logos, and service marks (collectively, the "Trademarks") displayed on the Site are registered and unregistered Trademarks of Alliance Films and others. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site without the written permission of Alliance Films or such third party that may own the Trademarks displayed on the Site. Your use of the Trademarks displayed on the Site, or any other content or Materials on the Site, except as provided in these Terms and Conditions, is strictly prohibited. Alliance Films will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

**4. ACCEPTANCE OF TERMS**

In consideration for the entitlement to access our Materials on the Site (the

"Service"), you agree to comply with the Terms and Conditions. If you violate the Terms and Conditions Alliance Films may, in its sole discretion, have you permanently banned from the Site.

**5. TERMINATION**

You understand and agree that Alliance Films may, in its sole discretion and at any time, terminate your access to the Site for any reason. Alliance Films may also, in its sole discretion and at any time, discontinue the Site or Service or limit or restrict any user access thereto, for any reason. You understand and agree that Alliance Films may take any one or more of these actions without any notice to you, prior or otherwise.

**6. PRIVACY**

Alliance Films respects the privacy concerns of the users of its Sites. As a general policy, no personal information is automatically collected from users of its Sites. However, certain non-personal information is recorded by the standard operation of the internet servers of Alliance Films'. Information, such as the type of browser being used, its operating system, and your domain name may be gathered. Other uses of this information include internal review of the number of users to the Sites, but only in an aggregate and non-personally-identifiable form.

**7. INDEMNIFICATION**

You agree to indemnify, defend and hold Alliance Films, its parent, subsidiaries and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors (collectively, the "Indemnified Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including legal fees) incurred by any Indemnified Party in connection with any breach by you of these Terms and Conditions. Alliance Films reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with the defense of such claim by Alliance Films.

**8. DISCLAIMER/LIMITATION OF LIABILITY**

Your use of, and browsing, the Site are strictly at your own risk. Neither Alliance Films nor any other party involved in creating, producing, or delivering the Site is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, the Site. Without limiting the foregoing, everything on the Site is provided to you "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Alliance Films also assumes no responsibility, and shall not be liable, for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing the Site or your downloading of any Materials, data, text, images, video, or audio from the Site.

## **9. COMPLIANCE WITH LAWS**

Unless otherwise specified, the Materials on the Site are presented solely for the purpose of allowing you to assess information regarding ANTIVIRAL. We make no representation that Materials on the Site are appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

These Terms and Conditions shall be governed by, construed and enforced in accordance with the laws of the Province of Ontario. Any action you, any third party or Alliance Films bring to enforce the Terms and Conditions or, in connection with, any matters related to the Site shall be brought in the Province of Ontario, and you expressly consent to the jurisdiction of said courts. If any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions shall not affect the validity and enforceability of any remaining provisions.

### **Alliance Films Inc. ANTIVIRAL Online Experience Privacy Policy**

Thank you for visiting the Alliance Films ANTIVIRAL website. Your privacy and the integrity of any information you provide are important to us and to our subsidiary companies. We have developed the following policy pursuant to Canada's "Personal Information Protection and Electronic Documents Act, 2000 c.5" (the "Privacy Act").

#### **We're Here To Protect You - What This Policy Is About:**

This policy applies to the family of Alliance Films websites only. It is designed to inform you of how and why Alliance Films and its subsidiary companies gather personal and non-personal information about you.

This website is connected by "hyperlinks" to other third party sites. We are not responsible in any way for the privacy practices on other third party sites and suggest that you review the privacy policies on those linked sites before using them. We are accountable for our Privacy Policy and our practices on our websites, including the Privacy Code set out below. If you have any questions or concerns regarding the privacy practices on our family of Alliance Films website, please address them in writing to the following e-mail address: [privacy@alliancefilms.com](mailto:privacy@alliancefilms.com)

#### **What is Personal Information?**

Personal information is any piece of information about an identifiable individual. Personal information does not include the name, title, business address, or business telephone number of an employee of an organization ("Personal Information"). The terms "we", "us" and "our" means Alliance Films Inc. and its affiliated and subsidiary companies ("Alliance Films") which are involved in the distribution of

filmed entertainment, and our authorized contractors, consultants and suppliers. "You" and "your" means the individual who is a customer (by virtue of viewing our materials or using our online services), employee or arm's length contractor of Alliance Films.

Our family of websites may contain links to other sites that are provided and maintained exclusively by third parties. Websites provided and maintained by third parties are not subject to this Privacy Code. Please review the privacy policies on those websites to determine their information handling practices.

### **What Information Is Collected?**

Alliance Films collects three kinds of information from our websites:

- (1) your voluntarily provided Personal Information;
- (2) anonymous information about your visit; and,
- (3) "cookie" based information to help us track which pages on our websites you're most interested in.

(1) Your Personal Information:

During normal website usage, you can visit our site without communicating any personal information. However, to make use of certain features on our site, such as contests, quizzes, promotions, personalized services, subscriptions or newsletters, users may be asked to register with the Alliance Films website. As part of this voluntary registration, Alliance Films may request contact information (such as name, mailing address, e-mail address, etc.) and other data required for operating these services. We may only collect personal information from you if you voluntarily provide it. By voluntarily providing this personal information to us, by sending us a comment or suggestion, by entering a chatroom or bulletin board, or by entering a contest that is posted on our web site(s), you will be consenting to the collection, use and distribution of your personal information by Alliance Films for the purposes set out herein. You are under no obligation to provide us with personal information, and may access and enjoy many parts of the Alliance Films website without providing us any personal information.

Among other things, the following is a representative list of reasons we may ask for your personal information:

- To run contests, select entrants, and choose prize winners;
- To respond to your questions or the comments that you e-mail to us;
- To provide you with newsletters or other information about our films, special offers or services;
- To distribute to sponsors and advertisers who run the contests and/or for purposes of marketing by our sponsors and advertisers;
- To run chatrooms, discussion groups and bulletin boards;
- To gather aggregate information on website use.

You should be aware that when you share personal information in public areas of our website(s), such as chat rooms, discussion groups or bulletin boards, this

information might be seen and used by other members of the public. We urge you to exercise good judgment when sharing personal information in these forums.

#### (2) Anonymous Information About Your Visit:

When you visit our site, information about your visit (e.g. how you navigate the site) may be collected and stored. This information may include the length of your visit, the date and time of your visit, the pages you look at and the sites you visit before and after leaving our site. It does not include personally identifiable information such as your name, mailing or e-mail address or telephone number. We use this non-identifiable and aggregate information to better design our Web site(s). We also may share this information with our affiliates, suppliers, sponsors and advertisers.

We collect the following non-identifiable information when you visit our web site(s):

- Your IP address
- Your Internet Service Provider (ISP)
- Your Web Browser

#### (3) "Cookie"-Based Information:

To tailor our site to the needs and interests of our visitors, we keep track of the pages visited by our users by placing a small entry-in text file, called a "cookie", on your hard drive. A cookie is transferred to your browser by a Web server and can only be read by the server that gave it to you. Cookies do not reveal personal information. The only personal information a cookie can contain is information you supply yourself such as passwords, purchases and preferences. Cookies cannot read data from your hard drive.

You may visit the site with your cookies turned off. However, you may not be able to access some of the areas of our site, which require cookies for customization and personalization. This site uses the services of a supplier for the serving and/or targeting of ads, promotions and other marketing messages. To do this, this supplier collects anonymous data about your visit to this and other Web sites, typically through the use of cookies.

#### **How does the Privacy Policy deal with Children?**

Children should always get permission from their parents before sending information about themselves (such as their names, e-mail addresses, and phone numbers) over the Internet. We will not knowingly encourage any minor to register with our site or to access those features which require registration. If a child has provided us with personal information, Alliance Films asks that any concerned parent or guardian of the child contact us.

#### **What if I do not agree with your Privacy Policy?**

By visiting our web site(s) and voluntarily providing personal information to the Alliance Films web site(s), you agree to the terms of this online User Agreement and the Privacy Policy contained herein. However, we welcome your comments and/or suggestions on improving our web site(s) and policies. If you do not agree to these

terms, or wish to limit the use of any of your personal information that we may have, you may contact us at [privacy@alliancefilms.com](mailto:privacy@alliancefilms.com).

### **Alliance Films Privacy Code**

Protecting the privacy and confidentiality of Personal Information has always been an important aspect of our business operations. As a distributor of filmed entertainment, the proper collection and use of Personal Information is fundamental. We have implemented a complementary protocol we call our Privacy Code, which applies to any individuals about whom we collect, use or disclose personal information. It also sets out our respective rights and obligations as they relate to privacy laws and Alliance Films' own policies.

Alliance Films' Privacy Code informs you of our commitment to protecting Personal Information in our possession and control. It tells you the ways we ensure that Personal Information is protected.

This Privacy Code applies to all employees, individuals using our products and services and to certain persons with which Alliance Films has contracted. Each of our employees must abide by our commitment to privacy in the handling of Personal Information.

### **The Ten Privacy Principles of the Privacy Code**

Our Privacy Code includes the following ten principles, as set out in the Privacy Act:

#### **1. We are Accountable**

At Alliance Films, we take our commitment to securing privacy very seriously. Each employee and representative of Alliance Films is responsible for the Personal Information under his, her or its control. They are informed about the importance of privacy and are updated about our Privacy Code and related policies.

We have appointed a member of our senior management team to be Alliance Films' Privacy Officer. Our Privacy Officer is responsible for reviewing and approving all Personal Information handling practices at Alliance Films, and ensuring that our policies and practices are up-to-date. Our Privacy Officer may be contacted at [privacy@alliancefilms.com](mailto:privacy@alliancefilms.com).

#### **2. We will identify how Personal Information will be used**

Whenever we collect information about you, we will explain how we intend to use it. We will limit the information we collect to what we need for those purposes, and for no other purpose. We will always seek your consent.

#### **3. We will confirm your Consent**

We will confirm your consent to the collection, use or disclosure of Personal Information at the time of collection or in advance. Consent may be expressed in writing or implied and, in some cases, you may provide it verbally, electronically or through your authorized representative. You will always have an opportunity to "opt-out".

Upon request, we will explain your options regarding refusal or withdrawal of consent to the collection, use and disclosure of Personal Information, and we will record and respect your written choices. Your decision to withhold particular details, however, may limit the services we are able to offer to you. Any refusal or withdrawal of consent may be subject to any overriding legal requirements or commitments.

#### **4. We will limit the collection of Personal Information**

Personal Information is collected by Alliance Films only for specific, limited purposes (see the section: "We will identify how Personal Information will be used").

When you visit our websites, information is not collected that could identify you personally unless you choose to provide it.

#### **5. We will limit Use, Disclosure and Retention**

The information we request from you is used only in accordance with purposes set out and in accordance with legislative requirements. If necessary, we will seek your consent before using the information for purposes beyond the scope of your original consent. In the case of contests and promotions, we will occasionally ask if you consent to the forwarding of Personal Information to our promotional and advertising partners. You may confirm or decline your consent. As a function of Alliance Films fulfilling certain legal requirements, we may disclose Personal Information without consent.

We will retain Personal Information only as long as is required for the purposes we describe and as is required under law. Once Personal Information is no longer required (or if you have opted-out or withdrawn your consent), it is our practice that it is destroyed, deleted or made anonymous.

#### **6. We will strive to have accurate records**

All decisions we make involving Personal Information are based on accurate, complete and up-to-date information. We rely on you, however, to disclose all material information and to inform us of any relevant changes or corrections as they may relate to you.

We encourage you to contact us as soon as possible, and we will make the appropriate reasonable corrections or amendments, upon receipt of appropriate evidence.

#### **7. We will protect Personal Information**

We will protect Personal Information with appropriate safeguards and security measures. We utilize a combination of physical, administrative and electronic measures to ensure Personal Information is adequately protected on a day-to-day basis, for storage and disposal.

Access to Personal Information is limited to those authorized by Alliance Films.

Alliance Films' computer systems are password-secured or firewall protected and constructed in such a way that only authorized individuals may access these systems. To safeguard against unauthorized access to Personal Information via the Internet, you may be required to sign-on and go through a security protocol. If you send us an e-mail message that includes Personal Information, we will use that information to respond to your inquiry. Please note that email is not necessarily secure against interception.

#### **8. We will keep you informed**

We want to keep you informed. Our Privacy Code is transparent and it is made available to the public at <http://www.alliancefilms.com/>.

#### **9. We will provide you with Access**

We will provide you access to the information we retain about you upon written request, satisfactory identification and proof of entitlement. We will respond to you within thirty (30) days of receiving your proper written request.

In some very limited circumstances, we may deny you access to Personal Information. If we deny your individual request for access to your Personal Information, we will advise you in writing of the reason for the refusal, subject to any legal requirements.

#### **10. We will be in Compliance**

Alliance Films encourages you to contact us with any questions or concerns you might have about Personal Information or this Privacy Code. You can reach us by email or by mail at the following address:

**Privacy Officer**  
**Alliance Films Inc.**  
**145 King Street East**  
**Toronto, Ontario, Canada**  
**M5C 2Y7**

Email: [privacy@alliancefilms.com](mailto:privacy@alliancefilms.com)

Any changes to Alliance Films' Privacy Code and information-handling practices will be executed in a timely manner. Alliance Films reserves the right to add, modify or otherwise update this Privacy Code at any time and in our sole discretion.

#### **TERMS OF USE**

Alliance Films Inc. and its related and affiliated companies ("Alliance Films") welcome you to its family of websites. Using this website(s) indicates your consent and agreement to be bound by these Terms of Use and by any policies or practices contained herein.

All content and information (including, but not limited to, broadcast schedules, guides, promotional contests, press releases, articles, plans, recipes, reviews, photos,

images, illustrations, audio clips, and video clips) displayed on our website(s) is owned or licensed by Alliance Films, and is protected by copyright and other intellectual property laws. Any names, titles, logos and designs displayed on the website(s) that contain Alliance Films names, titles, logos, or brands are the exclusive property and trademarks of Alliance Films or its partners. You may not modify, publish, transmit, transfer, sell, reproduce, re-post or alter any such content. Alliance Films hereby grants you a personal, non-exclusive, non-assignable and non-transferable license to use and display, for home, noncommercial and personal use only, one copy of any content that you may download from this website(s). Any other use or reproduction of this website(s), in whole or in part, will be considered to be a violation of Alliance Films' intellectual property rights.

Your use of this website(s) constitutes your agreement to abide by these Terms of Use. Alliance Films reserves the right to modify, alter or otherwise update these Terms of Use at any time, and visitors are encouraged to review this Terms from time to time. If you disagree with any of the Terms of Use, do not use this Alliance Films website(s).

#### **(A) DISCLAIMER**

You are visiting this website(s) at your own risk. Alliance Films, its subsidiaries, affiliates, successors, assigns, agents, officers, directors, employees, representatives, licensors or licensees shall not be responsible for any damages of any nature arising out of or relating to the use of this website(s) or any hyperlinked web site(s). The material that appears on this website(s) is for informational purposes only. Despite our efforts to provide useful and accurate information, errors may appear from time to time. Before you act on information you've found on this website(s), you should confirm any facts that are important to your decision. Alliance Films and its information providers make no warranty as to the reliability, accuracy, timeliness, usefulness or completeness of the information on the website(s). Any opinion, view or idea contained in any article, story or column published on the website(s) is the author's own and does not reflect or represent the views of Alliance Films or any of its subsidiaries, affiliates, successors, assigns, agents, officers, directors, employees, representatives, partners, or licensees. Alliance Films is not responsible for, and cannot guarantee the performance of, goods and services provided by our advertisers or others to whose sites we link. A link to another website does not constitute an endorsement of that site (nor of any product, service or other material offered on that site) by Alliance Films or its licensors, affiliates, information providers, advertisers, sponsors or partners. The materials on this website(s) and the hyperlinked third party sites are provided "as is" and without warranties or representations of any kind, either express or implied, including but not limited to the implied warranties of timeliness, merchantability, fitness or non-infringement. Further, Alliance Films does not represent warrant or endorse the accuracy, reliability, completeness or timeliness of any information, content, views, opinions, recommendations or advertisements distributed through or accessed from any of the services contained on this website(s). Alliance Films does not represent, warrant or endorse any product, information or material that is

displayed, purchased or obtained by you as a result of an advertisement or any other information or offer displayed on any Alliance Films website or any hyperlinked websites. Alliance Films does not warrant that the functions contained on its website(s) or the third party hyperlinked websites will be error-free or accessible on an uninterrupted basis, that defects will be corrected including those affecting discussion groups or bulletin boards, nor that the server that makes the website(s) available is free of viruses or other harmful components. By visiting this website(s) you are agreeing to save Alliance Films, its subsidiaries, affiliates, successors, assigns, agents, officers, directors, employees, representatives and licensors harmless from any damages, actions or causes of actions that may now or hereinafter arise out of your use of the website(s).

## **(B) JURISDICTION**

Alliance Films is a Canadian company with headquarters in Toronto, Ontario, Canada. Consequently, by visiting this web site(s) you agree that in all matters relating to this website(s), you shall be governed by the laws of the province of Ontario or Canada, as applicable and, further, that you submit to the jurisdiction of the courts of the province of Ontario.

You may not use this website(s) if law prohibits you from doing so in the country in which you reside.

## **(C) SUBMISSIONS**

Alliance Films does not condone any lewd, defamatory, offensive or discriminatory submissions of its users. Alliance Films monitors the contents of its chatrooms, discussion groups and bulletin boards, and reserves the right to pull any submissions from any of its family of websites at its sole discretion. Alliance Films reminds you to check these Terms of Use from time to time as we reserve the right to modify, alter or otherwise update these Terms without notice.

**BY CONTINUING TO USE THE ALLIANCE FILMS WEBSITE(S), YOU ARE AGREEING TO ABIDE BY ALL THE TERMS AND CONDITIONS SET OUT HEREIN.**