

SUMMIT DIRECT - PRIVACY POLICY

Introduction

The SUMMIT DIRECT PRIVACY POLICY complies with the *Personal Information Protection and Electronic Documents Act* and applicable provincial privacy laws.

Definitions

“to access” - the act of opening, viewing, or reading information, including the contents of a Computer System, or any part thereof, delivered or left with Summit Direct, when no record of the information is created, stored or maintained.

“to collect” - the act of gathering and recording or storing Personal Information from any source, including third parties.

"Computer System" - includes, without limitation, in whole or in part, any hardware, software, floppy discs, cds, programs, folders, files, subfolders or subfiles, or information otherwise stored in a computer which a Customer delivers to or leaves with Summit Direct for service or repairs.

“consent” - agreement by a Customer or Employee to the access, collection, use or disclosure of Personal Information for a specified purpose. Consent can be express or implied, and can be provided by an individual or authorized representative. Express consent can be given orally or verbally, but is unequivocal and does not require any inference on the part of Summit Direct. Implied consent is consent that can be reasonably inferred from an individual's action or inaction.

“Customer” - an individual who uses, or applies to use, the products or services of Summit Direct.

“Employee” - an individual employed by Summit Direct.

“Personal Information” - Information about an identifiable, individual Customer or Employee, but does not include aggregate information that cannot be associated with a specific individual.

For a Customer, such information includes a Customer's credit information, billing records, records of services or purchases, the contents of a Computer System delivered to or left with Summit Direct for service or repairs and any recorded complaints. For an Employee, such information includes information found in personal employment files, performance appraisals, and medical and benefits insurance, but does not include the Employee's name, title, business address (including e-mail address) or business telephone or fax numbers.

“Summit Direct” - includes the corporation 1426747 Ontario Inc, carrying on business as Summit

Direct, its employees, officers, directors, and any franchisee, subsidiary or associated company, which may exist from time to time, including any employees, officers, or directors thereof.

1: Scope and Application

- 1.1 The Policy applies to Personal Information about Summit Direct's Customers and Employees that is accessed, collected, used or disclosed by Summit Direct.
- 1.2 The Policy applies to the management of Personal Information, whether oral, electronic or written.
- 1.3 The Policy does not impose any limits on the access, collection, use or disclosure of the following information by Summit Direct:
 - (a) a Customer's name, address, telephone number, and e-mail address when listed in a directory or available through directory assistance;
 - (b) an Employee's name, title, business address (including e-mail address) or business telephone or facsimile number; or
 - (c) other information about a Customer or Employee that is publically available and is specified by regulation pursuant to the *Personal Information Protection and Electronic Documents Act*.
- 1.4 The Policy does not apply to information regarding Summit Direct's corporate Customers, however, such information may be protected by other Summit Direct policies and practices and through contractual arrangements.

2: Accountability

- 2.1 Summit Direct is responsible for the Personal Information in its possession and shall designate one or more persons who are accountable for Summit Direct's compliance with the Privacy Policy. Other persons within Summit Direct may be delegated to act on behalf of the designated person(s) or to take responsibility for the day-to-day collection and processing of Personal Information.
- 2.2 Summit Direct shall make known, upon request, the name and title of the person or persons designated to oversee its compliance with the Privacy Policy.
- 2.3 Summit Direct instructs and requires its Employees to follow the Privacy Policy.

3: Identifying Purposes

- 3.1 Summit Direct accesses, collects, uses or discloses Personal Information only for the following purposes:
- (a) when, in the opinion of Summit Direct, it is necessary in the course of performing any services or repairs to the Customer's Computer System, or any part thereof;
 - (b) to establish and maintain commercial relations with Customers and to provide ongoing services, which may include, without limitation, collection or disclosure of Personal Information to credit card issuers, product service depots, warranty providers, and delivery services;
 - (c) to develop, enhance, market or provide products and services to Customers;
 - (d) to manage and develop Summit Direct's business and operations,
 - (e) to manage Summit Direct's employment, personnel and benefits administration, including, without limitation, providing references regarding current or former Employees or obtaining references regarding prospective Employees;
 - (f) to bill, maintain and collect on Customer accounts, which may include, without limitation, collecting or disclosing Personal Information to a credit bureau, credit reporting agency, collection agency or any other third party that represents a right to disclose or collect Personal Information; and
 - (g) to comply with a subpoena, warrant, or order of a court of competent jurisdiction, or to meet any other legal and regulatory requirements.

4: Consent

- 4.1 The consent of a Customer or Employee is required to access, collect, use or disclose Personal Information, except where inappropriate as particularized in paragraph 3.1 of this Policy.
- 4.2 By signing the Customer Authorization Form, the Customer gives Summit Direct express consent to access, collect, record, use or disclose Personal Information in accordance with the purposes more particularized in paragraph 3.1 of this Policy
- 4.3 By purchasing any products or services from Summit Direct, or by leaving or delivering the Customer's Computer System, or any part thereof, to Summit Direct, the Customer gives implied consent to access, collect, record, use or disclose Personal Information in accordance

with the purposes more particularized in paragraph 3.1 of this Policy.

- 4.4 By signing the Employee Acknowledgement of Privacy Policy, the Employee expressly consents to Summit Direct to access, collect, record, use or disclose Personal Information in accordance with the purposes more particularized in paragraph 3.1 of this Policy.
- 4.5 Upon the acceptance of employment or benefits of employment, the Employee gives implied consent to Summit Direct to access, collect, record, use and disclose Personal Information for the purposes more particularized in paragraph 3.1 of this Policy.

5: Limiting Access, Collection, Use and Disclosure of Personal Information

- 5.1 Summit Direct will limit its access, collection, use and disclosure of Personal Information for the purposes identified herein, as an Employee or Customer may consent, or as otherwise required by law.
- 5.2 Summit Direct denies any liability, claim, action or damages whatsoever, caused to any Customer, Employee or third party, as a result of Summit Direct's access, collection, use or disclosure of any information, including Personal Information, if said information was accessed, collected, used or disclosed in accordance with the Privacy Policy.

6: Accuracy of Personal Information

- 6.1 Summit Direct will make best efforts to ensure that Personal Information is accurate, complete and up-to-date.
- 6.2 Summit Direct shall amend its Personal Information pertaining to a Customer or Employee upon notification by the Customer, Employee or a third party whom, under this Policy, may provide Summit Direct with Personal Information concerning a Customer or Employee.

7: Security Safeguards

- 7.1 Summit Direct shall reasonably protect Personal Information against such risks as loss or theft, unauthorized access, disclosure, copying, use, modification or destruction through security measures appropriate to the confidentiality of the Personal Information as determined by Summit Direct.
- 7.2 All of Summit Direct's Employees with access to Personal Information in the course of their employment, shall be required to respect the confidentiality of that Information. In particular, the Employees will be required to sign an Acknowledgment of Privacy Policy and to comply

with said Policy in its entirety.

8: Individual Access

- 8.1 Upon receiving a written request from an Employee or Customer, Summit Direct will provide to that Employee or Customer access to Personal Information which Summit Direct has collected and an account of its use and disclosure.
- 8.2 Summit Direct retains the right to limit a Customer or Employee's to access to Personal Information it collects, to the extent that providing same to an Employee or Customer would (or would likely) reveal Personal Information about another Employee, Customer, third party or reveal confidential commercial information.

9: Challenging Compliance

- 9.1 A Customer or Employee of Summit Direct shall be able to address a challenge or concern regarding Summit Direct's compliance with its Privacy Policy by speaking with or writing to the designated person(s) accountable for said compliance as outlined in paragraph 2.2