

Legal Notice

Legal terms of use

If you access and use this website (the “Site”), you accept and agree to be bound by and comply with the terms and conditions outlined below (the “Terms”). If you do not accept the Terms, please do not use this Site.

General

The Terms are applicable to all products and services of Susan Forrest P.R.E.C., Team Susan Forrest, and its affiliates and subsidiaries (collectively, “Susan Forrest P.R.E.C.”).

The Terms are to be read by you together with any other terms, conditions, or disclaimers provided in the pages of the Site. You are deemed to have notice of them regardless of your use or downloading of only part of this Site. The material, information, or other content provided in the pages of the Site (the “Information”) may be changed at any time without notice. Such changes may be made by updating this posting. Your continued access or use of the Site will mean that you agree to any such changes.

All design, text, graphics, and the selection and arrangement thereof on the Site are Copyright © 2018 Susan Forrest P.R.E.C. All rights reserved.

Disclaimer

All information is believed to be accurate, but cannot be guaranteed.

Links to third-party sites

The Site contains hyperlinks to websites operated by parties other than Susan Forrest P.R.E.C. (sometimes referred to as “third-party websites”). Such hyperlinks from or to websites outside of the Site are meant for convenience only. Susan Forrest P.R.E.C. does not control such websites and is not responsible for their respective content. Susan Forrest P.R.E.C.’s inclusion of hyperlinks to such websites does not imply any endorsement, approval, or control of the material on such websites or any association with their operators. Linking to any such site is at your sole risk and Susan Forrest P.R.E.C. will not be responsible or liable for any damages in connection with linking. The Susan Forrest P.R.E.C. privacy policy does not govern third-party websites.

No endorsements

No endorsement of approval of any third parties or their advice, opinions, information, products, or services is expressed or implied by Susan Forrest P.R.E.C..

No warranties

Susan Forrest P.R.E.C. and its affiliates, subsidiaries, officers, directors, employees, or agents provide this Site, and the Information herein, on an “as is, where is basis” and do not make any express or implied warranties, representations, endorsements or conditions with respect to the Site or the Information, including, without limitation, warranties as to the merchantability, operation, non-infringement, usefulness, completeness, accuracy, currentness, reliability, and fitness for a particular purpose. Further, Susan Forrest P.R.E.C. does not represent or warrant that the Site will be available and meet your requirements, that access will be uninterrupted, that there will be no delays, failures, errors or

omissions, or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system.

Security

This Site is not a secure medium for communication except where indicated. Any confidential, proprietary, or sensitive information transmitted by a user by means of this Site may be read and copied by unauthorized persons.

Internet e-mail

Any unprotected e-mail communication over the Internet is not confidential and is subject to possible interception or loss, and is also subject to possible alteration. Susan Forrest P.R.E.C. is not responsible for and will not be liable to you for any damages in connection with an e-mail sent by you to Susan Forrest P.R.E.C. or an e-mail sent by Susan Forrest P.R.E.C. to you.

Limitation of liability

Neither Susan Forrest P.R.E.C. nor any of its directors, officers, employees, or other representatives will be liable for damages arising out of or in connection with the use of the Site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property, and claims of third parties.

Jurisdiction

The Site is administered by Susan Forrest P.R.E.C. from its offices in BC. The Site will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. By accessing this site, you submit to and attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

Privacy

At Susan Forrest P.R.E.C., we respect the privacy of our clients and we are committed to keeping your personal information accurate, confidential, secure and private. We have adopted the following Privacy Policy to ensure that Susan Forrest P.R.E.C. continues to meet its commitment to your privacy.

Susan Forrest P.R.E.C. provides a variety of products and services to the public, including but not limited to: real estate brokerage services, real estate agency services, advising with respect to real estate purchase and sale, home leasing, property management, real estate brokerage franchising services and other real estate advisory services.

In the course of providing these products and services, Susan Forrest P.R.E.C. may collect, with their consent, certain personal information about its clients, employees and Susan Forrest P.R.E.C..

"Personal Information" means information about an identifiable individual. This may include, without limitation, the individual's name, home address, age, income, credit history or other financial information, credit card information, personal preferences and other information about his or her family. Personal Information does not include the name, title, business address or telephone number of an employee of an organization

The Susan Forrest P.R.E.C. Privacy Policy is based on, and complies with, Canada's Personal Information Protection and Electronic Documents Act ("PIPEDA"), which includes the Ten Privacy Principles outlined in the Canadian Standards Association Model Code for the Protection of Personal Privacy. For more information about this legislation, please visit the official Web site of the Privacy Commission of Canada at <http://www.privcom.gc.ca>.

This Privacy Policy describes the ten principles that Susan Forrest P.R.E.C. follows to ensure that we protect your Personal Information when we collect, use or disclose it in the course of carrying on commercial activities in Canada. All of our employees who have access to Personal Information must adhere to the Susan Forrest P.R.E.C. Privacy Policy and related procedures.

The Ten Principles of Privacy

The following ten principles govern our actions as they relate to the use of Personal Information:

Principle 1 - Accountability

Susan Forrest P.R.E.C. is accountable for all Personal Information in its possession or custody, including Personal Information disclosed to third parties for purposes of providing services requested by you.

Principle 2 - Identifying Purposes

Susan Forrest P.R.E.C. will inform you of the purposes for which it is collecting any Personal Information, before or at the time the information is collected.

Principle 3 - Consent

Susan Forrest P.R.E.C. will obtain your consent before or when it collects, uses or discloses your Personal Information.

Consent can be express, implied, or given through an authorized representative. You may withdraw your consent at any time (subject to any legal consequences of which you will be informed). Susan Forrest P.R.E.C., however, may collect, use or disclose Personal Information without your knowledge or consent in exceptional circumstances where such collection, use or disclosure is permitted or required by law.

Principle 4 - Limiting Collection

The information collected by Susan Forrest P.R.E.C. will be limited to those details necessary for the purposes it has identified to you or to perform the services you have requested. Information will be collected by fair and lawful means.

Principle 5 - Limiting Use, Disclosure and Retention

Personal Information will only be used or disclosed for the purpose for which it was collected unless you have otherwise consented. Personal Information may only be retained for the amount of time needed to fulfill the purpose for which it was collected.

In certain exceptional circumstances, Susan Forrest P.R.E.C. may have a legal duty or right to disclose Personal Information without your knowledge or consent with respect to matters that concern the company's or the public's interest.

Principle 6 - Accuracy

Susan Forrest P.R.E.C. will keep Personal Information as accurate, complete and current as necessary to fulfil the identified purposes for which it was collected. You may have this information amended where it is found to be inaccurate or incomplete.

Principle 7 - Safeguarding Personal Information

Personal Information is safeguarded using measures appropriate to the sensitivity of the information.

Principle 8 - Openness

Susan Forrest P.R.E.C. will make information available to its clients, employees and Susan Forrest P.R.E.C. brokers about the policies and procedures Susan Forrest P.R.E.C. uses to manage personal information. You have access to this information through our Web site, or through alternate means if requested.

Principle 9 - Access

Upon written request, you will be informed of the existence, use and disclosure of your Personal Information, and will be given access to it. Susan Forrest P.R.E.C. will respond to such requests as efficiently as possible. If Susan Forrest P.R.E.C. is prohibited from providing such access they will explain the reasons for the lack of access, except where prohibited by law.

Principle 10 - Addressing Complaints and Suggestions

You may challenge the Susan Forrest P.R.E.C. compliance with this Privacy Policy. Susan Forrest P.R.E.C. has policies and procedures to receive, investigate and respond to complaints and questions regarding this Privacy Policy and our collection, use and disclosure of Personal Information. You may contact Susan Forrest P.R.E.C. to express any concerns or to request access to your Personal Information.

Application of the Ten Privacy Principles - How we treat your personal information:

The Kind of Information We Collect

Susan Forrest P.R.E.C. gathers and uses Personal Information in order to provide you with the products and services you have requested, namely: information that is required to effectively market and sell the property of sellers or lessors; to locate, assess and qualify properties for buyers; evaluate independent broker applicants, and to otherwise provide professional and competent real estate services to clients and to ensure that you are satisfied with the products and services we have provided. Susan Forrest P.R.E.C. may also use your Personal Information to update you about our services and to offer you additional products or services that you may be interested in, so that we may continue to serve your real estate needs.

We may be required to collect your Social Insurance Number if the federal government obligates us to do so pursuant to the Income Tax Act.

If you visit Susan Forrest P.R.E.C. Web sites, we do not collect personally identifiable information about you unless you provide it. All information that you do provide us with is securely maintained and kept strictly confidential. This Privacy Policy does not apply to aggregated data from which it is not possible to determine the identity of a specific individual. Susan Forrest P.R.E.C. reserves the right to use aggregated data in any way that it determines appropriate.

How We Use Your Information

At Susan Forrest P.R.E.C. we use Personal Information for three general purposes:

To communicate with you in order to provide you with our products and services.

For inclusion in documentation relating to your particular real estate transaction.

Transactional information to monitor our level of service and report back to you to ensure your satisfaction with the provision of such services.

We will only use Personal Information for the purpose that we have disclosed to you. If we want to use your information for a different purpose, we will notify you and ask for your consent first.

When We are Permitted to Disclose Your Information

Susan Forrest P.R.E.C. is obliged to keep your Personal Information confidential except under the following circumstances:

When Authorized by You

When Required by Law

When Permitted by Law

(i) When Authorized by You

Many of the services offered by Susan Forrest P.R.E.C. require us to obtain Personal Information about you in order to perform the services you have engaged us to provide. We will always obtain consent from you first, and we will never use the information for purposes other than those we have told you about.

You may withdraw your consent at any time, subject to any legal implications (which we will inform you about). In some cases, if you do not consent to our use or disclosure of certain Personal Information, we may be unable to continue to provide all or part of the services you have requested.

(ii) When Required by Law

The type of information we are legally required to disclose usually relates to government tax reporting requirements. However in some cases, such as under a court order, we may be required to disclose certain information to persons specified in the court order. We will only provide the specific information requested and only upon being satisfied that the authorities have legitimate grounds to request the information.

(iii) When Permitted by Law

The legislation has provided certain situations where Susan Forrest P.R.E.C. is legally permitted to disclose Personal Information without your consent. Examples include situations involving the collection of debt in arrears, medical emergencies, or suspicion of illegal activities.

With Whom We May Share Your Information

(i) Susan Forrest P.R.E.C. Employees

In the course of daily operations, access to sensitive Personal Information is limited to those employees with a legitimate reason for accessing it. As a condition of their employment, Susan Forrest P.R.E.C. employees are required to follow all applicable laws and regulations, including this Privacy Policy. Unauthorized use or disclosure of confidential client information by any Susan Forrest P.R.E.C. employee is prohibited and may result in disciplinary measures.

(ii) Susan Forrest P.R.E.C. Affiliates

In order to better meet your needs, we may share some of your Personal Information with our affiliates. We will only do this with your express consent and you may withdraw this consent at any time. The procedure for withdrawing consent is outlined below under the section "Opting Out".

(iii) Susan Forrest P.R.E.C. Third Party Suppliers

As you may know, we may engage and coordinate third party suppliers to provide you with certain services offered through Susan Forrest P.R.E.C.. Such suppliers are only given the information that is needed to provide the specific service for which we contract them to provide. Suppliers are obliged to protect the confidentiality of your Personal Information and are prohibited from doing anything with this information that we have not authorized them to do. They are required to treat your Personal Information in a manner consistent with the Susan Forrest P.R.E.C. Privacy Policy.

(iv) Sale of Business

We may transfer your personally identifiable information to a third party in connection with a sale, merger or other disposition (whether of assets, stock or otherwise) of our business.

How We Safeguard Information

Susan Forrest P.R.E.C. has extensive controls in place to maintain the security of its information and information systems. Client and independent broker files are stored according to the sensitivity of the information contained therein. Appropriate controls (such as restricted access) are placed on our computer systems and data processing procedures. Physical access to areas where Personal Information is gathered, processed or stored is limited to authorized employees.

When you telephone a Susan Forrest P.R.E.C. employee to speak about your file, you may be asked for some personally identifying information. This type of safeguard is designed to ensure that only you, or someone authorized by you, has access to your file.

Web Site Security

In order to serve you better, Susan Forrest P.R.E.C. offers clients access to certain information through its Web sites.

a) <http://www.susanforrest.com> provides general information about Susan Forrest P.R.E.C. and the products and services it offers.

b) Real Estate Tracker, available on <http://www.susanforrest.com>, is a web-based service available exclusively to Susan Forrest P.R.E.C. clients that allows clients to subscribe to an email notification service for property listing information and save property listing and neighborhood information in a personalized section of the site. This service requires that the client register and use a password that enables them to access the site.

The Susan Forrest P.R.E.C. Web site contains links to other Web sites, including those of its business partners. Susan Forrest P.R.E.C. is in no way responsible and cannot guarantee the content or privacy of other sites linked to www.susanforrest.com.

Accessing and Amending Your Information

As a client, you have the right to access the Personal Information we keep in your file and you have the right to verify or amend the information if it is shown to be inaccurate. If you would like to view the Personal Information held in your file, please make a written request to Susan Forrest P.R.E.C. at Box 1059 173 West Island Hwy, Parksville BC, V9P 2H1 . We will respond to your request as efficiently as possible.

Opting Out

In order to provide you with our services and products, Susan Forrest P.R.E.C. will, with your consent, share your personal information with other Susan Forrest P.R.E.C. affiliates. Should you not want to receive promotional materials from or have your Personal Information shared with these companies please contact Susan Forrest P.R.E.C. at Box 1059 173 West Island Hwy, Parksville BC, V9P 2H1 .

Anonymous Information and "Cookies"

Susan Forrest P.R.E.C. may collect anonymous information about you. This means that the information collected cannot be traced back to a specific person. For example, our Web servers may record certain information automatically when you visit Susan Forrest P.R.E.C. Web sites. This information is collected using "cookies" and might include the pages you visited, your IP (Internet Protocol) address and other site usage statistics. This anonymous information is used for research and analytical purposes only (like evaluating how many visitors our Web sites receive or which pages they visit most often). It does not reveal any Personal Information about you, the user. This aggregate data may be disclosed to third parties, but never with personally identifying information.

"Cookies" are small text files that contain a unique identification number that allows our computers to identify your Web browser (but not you) each time you visit one of our Web sites that uses cookies. The information helps Susan Forrest P.R.E.C. improve the functionality of the site and enhance the navigation and security of your session. Most major Web sites use this technology and most browsers are set up to accept them.

You may configure your browser to notify you when you receive a cookie, and you may refuse to accept them entirely. However, if you refuse to accept cookies, you may limit the functionality that we can provide to you when you visit our site. For example, the Susan Forrest P.R.E.C. web-based service Real Estate Tracker requires cookies to recognize clients with valid access to the database. If your browser does not accept cookies, the site will not grant you access via the login and password.

Questions, Concerns and Complaints

If you have any questions, concerns or complaints about your Personal Information, or about the Susan Forrest P.R.E.C. Privacy Policy, please contact us at: susan@susanforrest.com.

Copyright and trade-mark notice

Certain names, words, titles, phrases, logos, icons, graphics or designs, or other content in the pages of the Site are trade names or trade-marks owned by Susan Forrest P.R.E.C., or trade names or trade-marks licensed to it by the owner.

Without limiting the generality of the foregoing, trade-marks composed of "Susan Forrest P.R.E.C." are used under license. Some trade-marks are distinguished from one another and accompanied, at first-time use, with the appropriate trade-mark symbol: ®/TM/†/*. These symbols are keyed to their respective legend which describes the owner or licensee of the trade-mark: ® Registered trade-mark of Susan Forrest P.R.E.C.. TM Trade-mark of Susan Forrest P.R.E.C.. † Trade-mark or registered Trade-mark used under license by Susan Forrest P.R.E.C.. * Registered trade-mark of Realtor Canada Inc., a corporation owned by the National Association of Realtors and the Canadian Real Estate Association, identifies real estate practitioners in Canada who are members of the Canadian Real Estate Association.

The display of trade-marks and trade names on pages at the Site does not imply that a license of any kind has been granted to anyone else. The Information on the site is for your personal use only. Any unauthorized downloading, re-transmission, or other copying or modification of trade-marks and/or the contents of the Site may be a violation of any federal or other law that may apply to trade-marks and/or copyrights and could subject the copier to legal action. Susan Forrest P.R.E.C., its affiliates, and/or its subsidiaries own the copyright in the underlying HTML code, text, graphics, audio clips, video clips, selection and organization and other content that is made available to you on this Site. The Information is protected under the copyright laws of Canada and other countries. Unless otherwise specified, no one has permission to copy, redistribute, reproduce, republish, store in any medium, re-transmit, modify or make public or commercial use of, in any form, the Information.