

# PRIVACY POLICY

Montreal Motor Car Leasing



## Abstract

The purpose of Motorcarlease’s Privacy Policy is to describe to users (people using our site and/or service) how their personal information will be collected, stored, and analyzed. Furthermore, the enclosed document outlines the processes that are in place to safeguard your personal information. Finally, our Privacy Policy mentions the types of information that is collected from users.

<b>EFFECTIVE DATE</b>	September 1 <sup>st</sup> , 2020
<b>WEBSITE</b>	<a href="http://www.motorcarlease.com">www.motorcarlease.com</a>
<b>EDITION</b>	1
<b>PHONE #</b>	514-735-9727

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## INTRODUCTION

Motorcarlease is committed to maintaining robust privacy protections for its users. Our *Privacy Policy* is designed to help you understand how we collect, use and safeguard the information you provide to us and to assist you in making informed decisions when using our Service. The *Privacy Policy* that you are currently reading has been last updated on September 1<sup>st</sup>, 2020 and applies to anyone who uses our Site or Service.

## Terminology

For purposes of this Agreement the terms below have the following definitions:

- ❖ **Site** refers to our Company's website, accessed at [www.motorcarlease.com](http://www.motorcarlease.com)
- ❖ **Service** refers to our Company's services accessed via the Site. The conditions associated with using Motorcarlease's services are found within the *Term of Service Policy* located within our site, [www.motorcarlease.com](http://www.motorcarlease.com)
- ❖ **We, Us, & Our** refers to Motorcarlease.
- ❖ **You** refer to users of our Site and/or our Service.

## Disclosure

By accessing our Site and/or our Service, you accept our *Privacy Policy* and *Terms of Use*. Moreover, you grant us permission to collect, store, use and disclose your "Personal Information" as described in this *Privacy Policy*.

## Changes to Our Privacy Policy

We reserve the right to change this policy and our *Terms of Service* at any time. We will notify you of significant changes to our *Privacy Policy* by placing a prominent notice on our site. Moreover, when changes are made to our *Privacy Policy*, an update will be made to the "effective date" found at the top of our *Privacy Policy*.

## Contact Us

If you have any questions regarding our *Privacy Policy* or the practices of this Site, please contact us by sending an email to [info@motorcarlease.com](mailto:info@motorcarlease.com) or call us at 514-735-9727.

## INFORMATION WE COLLECT

We collect “Non-Personal Information” and “Personal Information.” **Non-Personal Information** includes information that cannot be used to personally identify you, such as general demographic information, user behavior, and preferences that you have submitted. **Personal Information** may include but is not limited to the following items:

- ❖ First & Last Name
- ❖ Date of Birth
- ❖ Gender & Marital Status
- ❖ Username & Password
- ❖ Email Address, Phone Number, & Home Address
- ❖ Payment Information (e.g. payment type, credit card number, etc.)

*Please note that only personal information that you submitted upon our explicit request is collected, stored, and/or analyzed.*

### **Non-Personal Information (collected via technology)**

When you visit the Site, we automatically collect certain information about your device, including information about your web browser, IP address, time zone, and some of the cookies that are installed on your device(s). Additionally, as you browse the Site, we collect information about the individual web pages or products that you view, what websites or search terms referred you to the Site, and information about how you interact with the Site.

### **Personal Information (provided to us upon explicit request)**

In addition to the information provided automatically by your browser when you visit the Site, you may choose to create an account where you will be able to add “Personal Information” about yourself. To create an account, you must enter an email address which will act as your username. Moreover, you will be prompted to create a password. Please note that additional information such as your date of birth may be required in order for you to create an account with us.

## Children's Privacy

The Site and the Service are not directed to anyone under the age of 16. The Site does not knowingly collect or solicit information from anyone under the age of 16 or allow anyone under the age of 16 to sign up for the Service. In the event that we learn that we have gathered personal information from anyone under the age of 16 without the consent of a parent or guardian, we will delete that information as soon as possible. If you believe we have collected such information, please contact us at [info@motorcarlease.com](mailto:info@motorcarlease.com)

## Data Retention

If you close your account, we may continue to communicate with you about our Services, give you important business updates that may affect you, and let you know about products and services that may interest you, unless you have opted out of receiving marketing communications. Moreover, we will maintain your "Personal & Non-Personal Information" for our records unless and until you ask us to delete this information.

In the event we undergo a business transaction such as a merger, acquisition by another company, or sale of all or a portion of our assets, your "Personal Information" may be among the assets transferred. You acknowledge and consent that such transfers may occur and are permitted by this *Privacy Policy*, and that any acquirer of our assets may continue to process your "Personal Information" as set forth in this *Privacy Policy*.

## WHY + HOW: WE COLLECT, USE, & SHARE INFORMATION

We collect, process, and distribute different types of information about our user for following reasons:

1. To provide personalized services that are uniquely tailored to individual users
2. To facilitate communications between authorized stakeholders
3. To help us monitor, carry out, and improve the services that we offer
4. If permission is granted from the user, to market the services to them

## Personal Information

Motorcarlease does not sell, trade, rent or otherwise share for marketing purposes your "Personal Information" with third parties without your consent. We do share "Personal

Information” with vendors who are performing services for the Company, such as the servers for our email communications who are provided access to user’s email address for purposes of sending emails from us. Those vendors use your “Personal Information” only at our direction and in accordance with our *Privacy Policy*.

In general, the “Personal Information” you provide to us is used to help us communicate with you. For example, we use “Personal Information” to contact users in response to questions, solicit feedback from users, provide technical support, and inform users about promotional offers. We may share “Personal Information” with outside parties if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to meet any applicable legal process or enforceable governmental request; to enforce applicable *Terms of Service*, including investigation of potential violations; address fraud, security or technical concerns; or to protect against harm to the rights, property, or safety of our users or the public as required or permitted by law.

### **Non-Personal Information**

In general, we use “Non-Personal Information” to help us improve the Service and customize the user experience. We also aggregate “Non-Personal Information” in order to track trends and analyze use patterns on the Site. This *Privacy Policy* does not limit in any way our use or disclosure of “Non-Personal Information” and we reserve the right to use and disclose such “Non-Personal Information” to our partners, advertisers and other third parties at our discretion.

We refer to “Non-Personal Information” information that is automatically-collected as **Device Information**.

We collect “Device Information” using the following technologies:

**Cookies-** are data files that are placed on your device or computer and often include an anonymous unique identifier.

**Log files-** track actions occurring on the Site, and collect data including your IP address, browser type, Internet service provider, referring/exit pages, and date/time stamps.

**Web beacons-** (aka. Pixels) are electronic files used to record information about how you browse the Site.

You can instruct your browser to refuse some of the tools which is used to collect your “Data Information”. However, if you choose to do this, please be informed that you may not be able to use some features of our Service.

## **PROTECTING YOUR PERSONAL INFORMATION**

We implement security measures designed to protect your information from unauthorized access. Your account is protected by your account password and we urge you to take steps to keep your personal information safe by not disclosing your password and by logging out of your account after each use. We further protect your information from potential security breaches by implementing certain technological security measures such as encryption and firewalls.

However, these measures do not guarantee that your information will not be accessed, disclosed, altered or destroyed by breach of our security measures. By using our Service, you acknowledge that you understand and agree to assume these risks.

### **How We Safeguard Your Information**

We provide reasonable and appropriate security measures in connection with securing the “Personal Information” we collect. Below are some of the measures that have been put in place to protect your “Personal Information”:

- ✓ Regularly update our security practices to conform to the best practices of protecting user “Personal Information”
- ✓ Adhere to all applicable laws and security standards
- ✓ Use technologies such as encryption to securely transmit sensitive data
- ✓ Train our staff on the processes and technologies set in place to safeguard your “Personal Information”

### **Transfer of Data**

Your data, including “Personal Information”, may be transferred to — and maintained on — computers located outside of your province, country or other governmental jurisdiction where

the data protection laws may differ than those from your jurisdiction.

By using our website, you understand that your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Motorcarlease will take all steps necessary to ensure that your data is treated securely and in accordance with this *Privacy Policy*. Furthermore, no transfer of your “Personal Information” will take place to an organization or a country unless there are adequate controls in place including the security of your data.

### **Third-Party Service Providers**

We may employ third party companies and individuals to facilitate our Service, to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used. These third parties have access to your “Personal Information” only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

## **YOUR RIGHTS REGARDING PERSONAL INFORMATION**

At Motorcarlease, we believe that it is important for users to take control of their “Personal Information”. It is for this reason that we have policies and procedures in place that allows user to edit, delete, and restrict “Personal Information” that is collected from them.

### **Communication**

You have the right at any time to prevent us from contacting you for marketing purposes. When we send a promotional communication to a user, the user can opt out of further promotional communications by following the unsubscribe instructions provided in each promotional e-mail. You can also indicate that you do not wish to receive marketing communications from us, by replying to the communication you receive.

Please note that notwithstanding the promotional preferences you indicate by either unsubscribing or opting out, we may continue to send you administrative emails including, for example, periodic updates to our *Privacy Policy*.



## **Modifying Your Account**

If you have created an online account with us and would like to update the “Personal Information” you have provided us with, you can access your account to view and make changes or corrections to your “Personal Information”. In the event that you wish to request access, to limit use, or to limit disclosure, please contact us at [info@motorcarlease.com](mailto:info@motorcarlease.com)

## **LINKS TO OTHER WEBSITES**

As part of the Service, we may provide links to or compatibility with other websites or applications. However, we are not responsible for the privacy practices employed by those websites or the information or content they contain. This *Privacy Policy* applies solely to information collected by us through the Site and the Service. Therefore, this *Privacy Policy* does not apply to your use of a third-party website accessed by selecting a link on our Site or via our Service. To the extent that you access or use the Service through or on another website or application, then the privacy policy of that other website or application will apply to your access or use of that site or application. We encourage our users to read the privacy statements of other websites before proceeding to use them.

# PRIVACY POLICY

Montreal Motor Car Leasing



## Important

The Terms of Service and any policies posted by us on this site or in respect to The Service constitutes the entire agreement between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements between you and us (including, but not limited to, any prior versions of the Terms of Service).

**EFFECTIVE DATE**

September 1<sup>st</sup>, 2020

**WEBSITE**

[www.motorcarlease.com](http://www.motorcarlease.com)

**EDITION**

1

**PHONE**

514-735-9727

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## INTRODUCTION

This website is operated by Motorcarlease. Throughout the site, the terms “we”, “us” and “our” refer to Motorcarlease. Upon acceptance of our *Terms of Service*, we offer you the user, access to all the information, tools, and services found on this website. Please note that within the confines of this document, “Service” refers to both:

- a) Motorcarlease’s website
- b) Services and products that are offered by Motorcarlease

By visiting our site, you engage with our Service and thus agree to be bound by the following terms and conditions. These *Terms of Service* apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these *Terms of Service* carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these *Terms of Service*. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any of our services. Any new features or tools which are added to the current store shall also be subject to the *Terms of Service* outlined below.

## Changes to Terms of Service

You can review the most current version of the *Terms of Service* at any time on this page. We reserve the right, at our sole discretion, to update, change or replace any part of these *Terms of Service* by posting updates and changes to our website. Your continued use of or access to our website or the Service following the posting of any changes to these *Terms of Service* constitutes acceptance of those changes.

## Termination

These *Terms of Service* are effective unless and until terminated by either you or us. You may terminate these *Terms of Service* at any time by notifying us that you no longer wish to use our Services, and/or when you cease using our site.

If you fail or we suspect that you failed to honor the provisions found within the *Terms of Service*, we may terminate this agreement at any time without notice. Furthermore, if this were to occur, you will remain liable for all amounts due up to the date of termination.

## **Severability**

In the event that any provision of these *Terms of Service* is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these *Terms of Service*, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **Contact Information**

If you have any questions regarding our *Terms of Service*, please contact us at [info@motorcarlease.com](mailto:info@motorcarlease.com) or call us at 514-735-9727

## **GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time, granted it is permissible by law.

By agreeing to these *Terms of Service*, you affirm that you are at least 16 years of age. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction.

In addition to other prohibitions as set forth in the *Terms of Service*, you are prohibited from using the site or its content: (a) to solicit others to perform or participate in any unlawful acts; (b) to violate any international, federal, or provincial regulations, rules, laws, or local ordinances; (c) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (d) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (e) to submit false or misleading information; (f) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (g) to collect or track the personal information of others; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; and/or (j) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

## **ACCURACY, COMPLETENESS & TIMELINESS OF INFORMATION**

### **Website**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decision(s). Please note that Motorcarlease undertakes no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law.

Any reliance on the material on this site is at your own risk. We reserve the right to modify the contents of this site at any time.

### **Account & Billing**

We reserve the right to refuse any order you place with us, granted it is permissible by law. We may, in our sole discretion, limit or cancel items purchased from customers. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or phone number provided at the time the order was made.

As part of our *Terms of Service*, you agree to provide current, complete and accurate purchase and account information for all purchases made with us. Moreover, if your billing and/or contact information changes, you agree to promptly update your account information. This may include but is not limited to changing your email addresses and credit card information.

We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

### **User Comments, Feedback & Other Submissions**

If, at our request, you send certain specific submission or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise, you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us.

If the prior scenario occurs, we are under no obligation:

1. 1) to maintain any comments in confidence
2. 2) to pay compensation for any comments
3. 3) to respond to any comments

We may also monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these *Terms of Service*.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website(s). You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

### **Personal Information**

Your submission of "Personal Information" through the site and store is governed by our *Privacy Policy*, found on our website, [www.motorcarlease.com](http://www.motorcarlease.com)

## **SERVICES RENDERED**

Motorcarlease reserves the right at any time to modify or discontinue the Service without notice, given that it is permissible by law. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

### **Service- Limitation of Liability**

Motorcarlease does not guarantee, represent or warrant that the Service will be uninterrupted, timely, secure or error-free. Similarly, we do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are provided 'as is' and

'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied.

In no case shall Motorcarlease, our employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, 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 the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, our liability shall be limited to the maximum extent permitted by law.

### **Modifications to Services**

Motorcarlease reserves the right, to limit the sales of our Services to any person, geographic region or jurisdiction, given that doing so is permissible by law. We may exercise this right on a case-by-case basis. Moreover, we reserve the right to limit the quantities of any products or services that we offer. Please note that descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us.

We do not warrant that the quality of any products, services, and/or information, purchased/obtained from us. If you are unsatisfied with the product and/or service that you have received from us, we may at our own discretion exchange or refund the item of concerned.

### **Optional Tools**

Motorcarlease may provide you with access to third-party tools over which we neither monitor or have any control nor input.

You acknowledge and agree that we provide access to such tools” as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.



Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

Motorcarlease may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these *Terms of Service*.

### **THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. Motorcarlease is not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.