

Terms and Conditions for The Edge Group (TEG) and all affiliated corporations; including (but not limited to) Target Sports Canada Inc. and The Shooting Edge, Inc.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. All users of this site agree that access to and use of this site is subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site.

Intended Audience

The TEG website and services are intended as a business and commercial site, and therefore is not intended for persons under the age of 16. The material on this website is owned or licensed by TEG and is intended to be viewed by a Canadian audience. TEG makes no claim that the information located on any TEG affiliated website is appropriate or may be downloaded legally from outside of Canada.

Sales Policy

All sales are considered FINAL. If the management of the Edge Group agrees to accept a return, the terms will be specified by the manager at that time. There are no other expressed or implied policies in regards to this.

Copyright

The website design, text and graphics, and the selection and arrangement of such elements is copyrighted material of TEG or the entity from which TEG licenses the copyrighted material. Any reproduction, distribution, republication, posting, or transmission in any form or by any means without the prior written approval of TEG and the licensee is prohibited.

You are granted permission to lawfully access and use the services available on this website and to download, archive and print in hard copy, portions of this website for personal use only, provided that you do not modify the materials and that you retain all proprietary notices contained in the materials. You are not permitted to sell any downloaded, archived or printed portions of this website.

This permission terminates automatically, without the need of notification, if you breach any of these terms of use. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this site is strictly prohibited, unless authorized by TEG. You further agree not to change or delete any proprietary notices from materials downloaded from the site.

Trademarks

All trademarks, service marks and trade names of TEG used in the site are trademarks or registered trademarks of TEG. TEG and any domain name, the TEG logos, all page headers, custom graphics and button icons are service marks, trademarks and/or trade dress of TEG. In addition, there are numerous other trademarks, product names, company names, logo service marks, and/or trade dress indicated on the website that are the property of their respective owners and are displayed by TEG under license there from.

Warranty Disclaimer

This site and the materials and products on this site are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, TEG disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. TEG does not represent or warrant that the functions contained in the site will be uninterrupted or error-free, that the defects will be corrected, or that this site or the server that makes the site available are free of viruses or other

harmful components. TEG does not make any warranties or representations regarding the use of the materials in this site in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

Limitation of Liability

TEG shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this site or the performance of the products, even if TEG has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Typographical Errors

In the event that a TEG product is mistakenly listed at an incorrect price, TEG reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. TEG reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, TEG shall issue a credit to your credit card account in the amount of the incorrect price.

Term; Termination

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or shopping process. These terms and conditions, or any part of them, may be terminated by TEG without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

Notice

TEG may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to TEG.

Miscellaneous

Your use of this site shall be governed in all respects by the laws of the PROVINCE OF ALBERTA, CANADA, without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this site (including but not limited to the purchase of TEG products) shall be in the state or federal courts located in ALBERTA, CANADA. Any cause of action or claim you may have with respect to the site (including but not limited to the purchase of TEG products) must be commenced within one (1) year after the claim or cause of action arises. TEG's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. TEG may assign its rights and duties under this Agreement to any party at any time without notice to you.

Use of Site

Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a TEG or other licensed employee, host, or representative, as well as other members or visitors on the site is prohibited. You may not upload to, distribute, or otherwise publish through the site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise

objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

Participation Disclaimer

TEG does not and cannot review all communications and materials posted to or created by users accessing the site, and is not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user-generated content on the site, TEG is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the site. However, TEG reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or other intellectual property right of another or (d) offensive or otherwise unacceptable to TEG in its sole discretion.

Indemnification

You agree to indemnify, defend, and hold harmless TEG, its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

Third-Party Links

In an attempt to provide increased value to our visitors, TEG may link to sites operated by third parties. However, even if the third party is affiliated with TEG, TEG has no control over these linked sites, all of which have separate privacy and data collection practices, independent of TEG. These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, TEG seeks to protect the integrity of its web site and the links placed upon it and therefore requests any feedback on not only its own site, but for sites it links to as well (including if a specific link does not work).

ADDITIONAL INFORMATION

COOKIES

A cookie is a small computer file or piece of information that may be stored in your computer's hard drive when you visit our websites. Cookies may be used to improve our website's functionality and, in some cases, provide visitors with a customized online experience.

Cookies are widely used and most web browsers are configured to accept cookies automatically. Your Internet browser settings may be changed to prevent the acceptance of cookies or to notify the receipt of cookies so that its acceptance may be declined. Please note, however, if you disable cookies, you may not experience optimal performance of our website.

OTHER WEBSITES

Links to third party sites may be present within our website that are not governed by this privacy policy. Although we strive to only link to sites with high privacy standards, our privacy policy will not apply outside of our website. We are not responsible for the privacy practices employed by third party websites. It is recommended that you examine the privacy policies of those sites to learn how your information may be collected, use, shared, and disclosed.

Subject to the TSE Privacy Policy which restricts the use of personal data, any material, information or ideas that you transmit or post on The TEG website by any means will be treated as non-confidential and non-proprietary, and may be disseminated or used by TEG for any purpose it deems appropriate.

The posting or transmittal of any unlawful, threatening, libelous, defamatory, scandalous, inflammatory, obscene, pornographic or profane material or any material that could constitute or encourage conduct that could be considered a criminal offense or violation of any law is prohibited.

Access to the materials on this site may or may not be legal by certain persons in certain countries and therefore if this site is accessed from outside of Canada you do so at your own risk and are responsible for compliance with the laws in your respective jurisdiction.

Individuals wishing to purchase firearms must supply TEG with a copy of their Possession Acquisition License and a Driver's License. Individuals wishing to purchase goods over one thousand, five hundred dollars (\$1,500) in value, must supply TSC with a photocopy of their credit card and a signed note stating that they authorize TEG to charge their credit card for such purchases.

Site Warranty

Subject to the TEG return of goods policy, the information, materials and services contained on this site, including but not limited to the graphics, links and other items, are being provided to you on a "as is" basis with no warranty. TEG does not warrant or guarantee the accuracy, adequacy or completeness of this information and materials, and expressly disclaims liability for any errors and/or omissions in this information and materials. To the maximum extent permitted by law, TEG disclaims all representations and warranties of any kind, whether expressed, implied or statutory, including without limitation the implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. In addition, TEG does not warrant, guarantee or make any representations regarding the security of accounts, or that this site is free from destructive materials, including but not limited to computer viruses, hackers, or other technical sabotage, nor does it warrant, guarantee or make any representations that access to this site will be fully accessible at all times, uninterrupted, or error free.

Limitation of Liability

In no event will TEG be liable for any damages, including without limitation direct or indirect, special, incidental, compensatory, exemplary or consequential damages, losses or expenses, including without limitation lost or misdirected orders, lost profits, lost registrations, lost goodwill, or lost or stolen programs or other data, however caused and under any theory of liability arising out of or in connection with (1) use of this site, or the inability to use this site by any party; or (2) any failure or performance, error, omission, interruption, defect, delay in operation or transmission; or (3) line or system failure or the introduction of a computer virus, or other technical sabotage, even if TEG, its employees or representatives thereof, are advised of the possibility or likelihood of such damages, losses or expenses.

ADDITIONAL INFORMATION

Cookies

A cookie is a small computer file or piece of information that may be stored in your computer's hard drive when you visit our websites. Cookies may be used to improve our website's functionality and, in some cases, provide visitors with a customized online experience.

Cookies are widely used and most web browsers are configured to accept cookies automatically. Your Internet browser settings may be changed to prevent the acceptance of cookies or to notify the receipt

of cookies so that its acceptance may be declined. Please note, however, if you disable cookies, you may not experience optimal performance of our website.

Other Websites

Links to third party sites may be present within our website that are not governed by this privacy policy. Although we strive to only link to sites with high privacy standards, our privacy policy will not apply outside of our website. We are not responsible for the privacy practices employed by third party websites. It is recommended that you examine the privacy policies of those sites to learn how your information may be collected, use, shared, and disclosed.

Corrections

TEG reserves the right to correct any inaccuracies or typographical errors in the information posted on its website, and shall have no liability for such errors. Information may be changed or updated without notice and prices and availability of goods and services are subject to change without notice. In the event that any provision(s) contained within these Terms of Use is/are held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed and enforced as if the invalid or unenforceable term(s) or provision(s) had not been included in this Agreement.

TEG's failure to insist upon or enforce strict performance of any term(s) or provision(s) contained herein shall not be construed as a waiver of any term, provision, right or obligation.

Gift Vouchers

TEG are not responsible if a Gift Certificate is lost, stolen, destroyed or used without permission and no replacement will be provided in these circumstances.

Natural Products and Colours

The products may differ slightly from the images shown on the website this may be caused by your display settings on your computer/device. The colour of products shown online varies depending on display screen equipment and browser software. Leather goods and goods made of horn and bone have natural variations in colour, grain and texture. Sizes and measurements are approximate only. Different raw materials may be used in the production of products.

PRIVACY POLICY

In 2000, the federal government of Canada enacted The Protection of Personal Information and Electronic Documents Act ("PIPEDA"). Effective January 1, 2004, all organizations that collect, use or disclose personal information in the course of their commercial activities will be subject to PIPEDA or substantially similar provincial legislation (collectively, "privacy legislation"). Briefly stated, privacy legislation requires that the consent of an individual be obtained for the collection and use of his or her personal information, that steps be taken to protect personal information and that one or more individuals be appointed to monitor compliance with the provisions of applicable privacy legislation. The term "personal information" means information about an identifiable individual recorded in any form and includes, but is not limited to, such things as race, ethnic origin, nationality, colour, age, gender, marital status, religion, education, medical information, criminal information, performance reviews, trade union membership, employment and financial history, income, address and telephone number, e-mail address, numerical identifiers such as Social Insurance Number, and views and personal opinions. In the case of a customer, personal information also includes information about a customer's purchasing history, credit information, billing records, service and any recorded complaints and, in the

case of an employee, includes information found in personnel files, employment history, performance reviews and medical and benefits information. Publicly available information, such as a public directory listing of names, addresses, telephone numbers and electronic addresses, however, is not considered personal information.

Application

This Privacy Policy applies to personal information which The Edge Group collects, uses or discloses in respect of any of its customers or employees in the course of its commercial activities. The application of this Privacy Policy is subject to the requirements or provisions of any applicable legislation, regulations, tariffs or agreements (such as collective agreements), or the order of any court or other lawful authority. Various legal criteria independent of this Privacy Policy will determine whether federal or provincial privacy legislation applies to the personal information that The Edge Group collects, uses or discloses in respect of its customers or employees. This Privacy Policy does not replace those criteria and nothing in this Privacy Policy should be construed as indicating which privacy legislation, if any, applies to the collection, use and disclosure of personal information.

THE TEN PRIVACY PRINCIPLES

This Privacy Policy has been developed in accordance with the standards set out in PIPEDA and is modeled after the Canadian Standards Association Model Code for the Protection of Personal Information (the “CSA Code”) Accordingly, the ten principles of fair information practices, as identified by the CSA, have been adopted by The Edge Group and represent a formal statement of the minimum requirements to be adhered to for the protection of personal information collected from the customers and employees of The Edge Group.

Principle 1. Accountability

The Edge Group is responsible for the personal information under its control and shall designate one or more individuals who shall be accountable for The Edge Group’s compliance with the procedures and principles set out in this Privacy Policy.

1.1 Accountability for The Edge Group’s compliance with the principles rests with the Privacy Compliance Officer even though other individuals may be responsible for the day-to-day collection and processing of personal information. The Privacy Compliance Officer may from time to time designate one or more individuals within The Edge Group to act on his or her behalf.

1.2 The name and contact information of the Privacy Compliance Officer shall be made available upon request.

1.3 The Edge Group is responsible for personal information in its possession or custody, including information that has been transferred to a third party for processing. The Shooting Edge shall use contractual or other appropriate means to provide a comparable level of protection while the information is being processed by a third party.

1.4 All personal information collected by The Edge Group or by its agents, contractors, partners, or affiliates shall be protected through physical or electronic measures in order to reduce risk of its unauthorized collection, use, disclosure, or destruction. Such protections shall be appropriate to the sensitivity and may include, by way of example:

- passwords;
- locked cabinets;
- restricted access;

- file write-protection;
- encryption;

1.5 All complaints or inquiries should be directed to:

The Edge Group

Bay 4, 510 – 77 Ave SE

Calgary, AB T2H 1C3

ATTENTION: Privacy Compliance Officer/President

Fax No.:403-720-8147

The Privacy Compliance Officer shall respond in a timely manner to the individual making the complaint or inquiry in compliance with all applicable privacy legislation.

1.6 The Edge Group shall incorporate materials outlining and explaining this Policy and its related procedures into its existing employee training, communications, and resource programs. Such materials may include but shall not be limited to:

- provision of this Policy to the employee at time of hire
- ongoing review of this Policy in customer service training programs
- awareness of the policy's posting to company websites
- invitation of ongoing employee comment and review of this Policy
- applicable signage in employee rest areas
- regular summaries of this Policy and location of further resources in Company newsletters; and
- ongoing employee information seminars.

Principle 2. Identifying Purposes

The Edge Group will identify the purpose for which personal information is collected at or before the time the information is collected. The purposes for which information is collected, used or disclosed by The Edge Group must be those that a reasonable person would consider are appropriate in the circumstances.

2.1 The Edge Group shall document the purposes for which personal information is collected in order to comply with the Openness and Individual Access Principles (Principles 8 and 9, respectively).

2.2 Identifying the purposes for which personal information is collected at or before the time of collection allows The Edge Group to determine the information it needs to collect to fulfill these purposes. The Limiting Collection Principle (Principle 4) requires The Edge Group to collect only that information necessary for the purposes identified.

2.3 The Edge Group shall identify purposes at or before the time of collection to the individual from whom the personal information is collected. The Edge Group will endeavour to identify purposes in writing wherever possible. In certain circumstances identification may also be provided orally. For example, forms may provide information on purposes in writing. Collection of personal information through personal interviews or surveys may be better suited to identifying purposes orally.

2.4 When personal information that has been collected is to be used for a purpose not previously identified, the new purpose shall be identified prior to use of such information. Unless the new purpose is required by law, the consent of the individual is required before information can be used for that purpose. For an elaboration on consent, please refer to the Consent Principle (Principle 3).

2.5 Company employees collecting personal information from customers or other employees will accurately explain to such individuals the purposes for which the information is being collected, including any purposes that may not be immediately obvious to the individual.

2.6 The purposes for which the personal information of employees is collected may include, but is not limited to:

- administering payroll and employee benefit programs;
- conducting performance evaluations and discipline;
- effecting employee training;
- conducting internal reviews, investigations and complaint resolution processes;
- participating in labour negotiations and arbitrations;
- facilitating transactional due diligence reviews;
- complying with legal and regulatory obligations.

2.7 The purposes for which the personal information of customers is collected may include, but is not limited to:

- processing commercial transactions;
- communicating with customers;
- establishing and maintaining commercial relations;
- developing, marketing or providing products and services;
- recommending particular products and services;
- conducting market research and surveys;
- managing and developing business opportunities;
- conducting investigations and complaint resolution processes;
- facilitating transactional due diligence reviews;
- complying with legal and regulatory obligations.

2.8 Anonymous or “non-personal” information gathered by The Edge Group through its website may be used for technical, research and analytical purposes. Information collected through surveys, existing files and public archives may be used by The Edge Group to analyze its markets and to develop or enhance service offerings.

Principle 3. Consent

The knowledge and consent of the individual are required for the collection, use or disclosure of personal information, except where consent is not required by privacy legislation.

3.1 Consent is required for the collection of personal information and the subsequent use or disclosure of this information. Generally, The Edge Group will seek consent for the use or disclosure of the information at the time of collection. In certain circumstances, consent with respect to use or disclosure may be sought after the information has been collected but before use (for example, when The Edge Group wants to use information for a purpose not previously identified).

3.2 The Consent Principle requires “knowledge and consent”. The Edge Group shall make a reasonable effort to ensure that the individual is advised of the purposes for which the information will be used. To make the consent meaningful, the purposes must be stated in such a manner that the individual can reasonably understand how the information will be used or disclosed.

3.3 In certain circumstances personal information may be collected, used or disclosed without the knowledge and consent of the individual. For example, The Edge Group may collect or use personal

information without the knowledge or consent of its employees and/or customers if the collection or use of personal information is clearly in the interests of the individual and consent cannot be obtained in a timely way, such as when the individual is a minor, seriously ill or mentally incapacitated or if seeking the consent of the individual might defeat the purpose of collecting the information such as in the investigation of a breach of an agreement or a contravention of a federal or provincial law. Personal information may also be used or disclosed without the knowledge or consent of the individual in the case of an emergency where the life, health or security of an individual is threatened. The Edge Group may disclose personal information without knowledge or consent to a lawyer representing The Edge Group, to collect a debt, to comply with a subpoena, warrant or other court order, or as may be otherwise required by law.

3.4 The Edge Group will not, as a condition of the supply of a product or service, require an individual to consent to the collection, use, or disclosure of information beyond that required to fulfill the explicitly specified and legitimate purposes.

3.5 In obtaining consent, The Edge Group will take into account the sensitivity of the personal information and the reasonable expectations of its customers and employees. Consent will not be obtained through deception. For example, an individual filing an application for employment with The Edge Group would reasonably expect that his or her age and marital status would be used for the purposes of administering benefit plans. As a further example, an individual requesting to join a The Edge Group mailing list should reasonably expect that The Edge Group, in addition to using the individual's name and address for a single mailing, would also use that information to send subsequent mailings to the person. In this case, The Edge Group can assume that the individual's request constitutes consent for the specific purposes of sending out a series of mailings. On the other hand, an individual would not reasonably expect that personal information given to The Edge Group for a mailing list would be used for any other purpose or given to a company selling merchandise or services unless further consent were obtained.

3.6 The manner in which The Edge Group seeks consent may vary, depending on the circumstances and the type of information collected. The Edge Group will generally seek express written consent when the information is likely to be considered sensitive. Implied consent would generally be appropriate when the information is less sensitive, or in the case where collection and use of the personal information is directly related to a transaction or exchange of information in which the individual is directly participating. Consent can also be given by an authorized representative (such as a legal guardian or a person having power of attorney).

3.7 Individuals can give consent in many ways. For example:

- a) an application form may be used to seek consent, collect information, and inform the individual of the use that will be made of the information. By completing and signing the form, the individual is giving consent to the collection and the specified uses;
- b) a check box may be used to allow individuals to request that their names and addresses not be given to other organizations. Individuals who do not check the box are assumed to consent to the transfer of this information to third parties;
- c) consent may be given orally when information is collected over the telephone; or
- d) consent may be given at the time that individuals use a product or service.

3.8 Generally, the use of products and services by a customer, or the acceptance of employment or benefits by an employee, constitutes implied consent for The Edge Group to collect, use and disclose personal information for all identified purposes.

3.9 An individual may withdraw consent at any time, subject to legal or contractual restrictions and with reasonable notice. At the time that an individual requests withdrawal, The Edge Group shall inform the individual of the implications of such withdrawal.

Principle 4. Limiting Collection

The Edge Group shall limit the collection of personal information to that which is necessary for the purposes identified by The Edge Group. Personal information shall be collected by fair and lawful means.

4.1 The Edge Group shall not collect personal information indiscriminately. Both the amount and the type of information collected shall be limited to that which is necessary to fulfill the purposes identified. The Edge Group shall specify the type of information collected as part of its information-handling policies and practices, in accordance with the Openness principle (Principle 8).

4.2 The Edge Group shall collect personal information only by fair and lawful means and shall not collect information by misleading or deceiving individuals about the purpose for which information is being collected. Consent to the collection of personal information must not be obtained through deception.

Principle 5 Limiting Use, Disclosure and Retention

Personal information shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law. Personal information shall be retained only as long as necessary for the fulfillment of the purposes for which it was collected.

5.1 In the case where The Edge Group intends to use personal information for a purpose not previously identified, The Edge Group shall document this purpose and shall obtain the consent of the individual prior to using the information for a new purpose.

5.2 The Edge Group may disclose the personal information of its employees:

- to human resources, payroll, benefits, information management, medical and security personnel;
- to third party service providers for the purposes of administering payroll and benefits programs;
- to union representatives and labour arbitrators;
- to The Edge Group's affiliates and/or subsidiaries;
- to internal or external legal counsel and auditors;
- to the Privacy Compliance Officer;
- to the management personnel of The Edge Group;
- in the context of providing references regarding current or former employees in response to requests from prospective employers and/or financial institutions;
- to prospective parties in the context of a transactional due diligence review; and
- whenever disclosure is required by law.

5.3 The Edge Group may disclose the personal information of its customers:

- to third party service providers;
- to The Edge Group's affiliates and/or subsidiaries;
- to internal or external legal counsel and auditors;
- to the Privacy Compliance Officer;
- to the management personnel of The Edge Group;

- to third parties for the development, enhancement or marketing of Company products or services;
- to an agent retained by The Edge Group in connection with the collection of the customer's account;
- to credit grantors and reporting agencies;
- to a third party or parties, where the customer consents to such disclosure;
- to prospective parties in the context of a transactional due diligence review; and
- where disclosure is required by law.

5.4 Except as required or permitted by law, when disclosure is made to a party other than The Edge Group or a third party provider of services, the consent of the individual shall be obtained and reasonable steps shall be taken to ensure that any such third party has personal information privacy procedures and policies in place that are at least comparable to those implemented by The Edge Group.

5.5 Unless authorized by the customer, The Edge Group will not sell, lease or trade the personal information of their employees or customers to other parties.

5.6 The Edge Group shall develop guidelines and implement procedures with respect to the retention of personal information. These guidelines shall include both minimum and maximum retention periods. Personal information that has been used to make a decision about an individual shall be retained long enough to allow the individual access to the information after the decision has been made. The Edge Group may be subject to legislative requirements with respect to retention periods and shall recognize the development and implementation of sound records management practices.

5.7 Personal information that is no longer relevant or required to fulfill the identified purposes shall be destroyed, erased, or made anonymous. The Edge Group shall develop guidelines and implement procedures to govern the destruction of personal information.

Principle 6. Accuracy

Personal information shall be as accurate, complete and up-to-date as is necessary for the purposes for which it is to be used.

6.1 Personal information used by The Edge Group shall be sufficiently accurate, complete and up-to-date to minimize the possibility that inappropriate information may be used to make a decision about the individual customer or employee. The extent to which personal information will be accurate, complete and up-to-date will depend upon the use of the information, taking into account the interests of the individual.

6.2 The Edge Group will not, however, routinely update personal information, unless such a process is necessary to fulfill the purposes for which the information was collected. Personal information about customers and employees shall be updated only as and when necessary to fulfill the identified purposes or upon notification by the individual.

6.3 The Edge Group shall ensure that personal information that is used on an ongoing basis, including information that is disclosed to third parties, is generally accurate and up-to-date, unless limits to the requirement for accuracy are clearly set out.

Principle 7. Safeguards

Personal information shall be protected by security safeguards appropriate to the sensitivity of the information.

7.1 The Edge Group [has implemented / will implement] security safeguards to protect personal information against loss or theft, as well as unauthorized access, disclosure, copying, use, or modification. The Edge Group shall protect personal information regardless of the format or storage media in which it is held.

7.2 The nature of the safeguards will vary depending on the sensitivity of the information that has been collected, the amount, distribution and format of the information, and the method of storage. More sensitive information shall be safeguarded by a higher level of protection.

7.3 The methods of protection should include:

- physical measures, such as locked filing cabinets and restricted access to offices;
- organizational measures, such as security clearances and limiting access on a “need-to-know” basis; and
- technological measures, such as the use of passwords and encryption.

7.4 The Edge Group shall make its employees aware of the importance of maintaining the confidentiality of personal information.

7.5 Personal information disclosed to third parties shall be protected by contractual agreement stipulating the confidentiality of the information and the purposes for which it is to be used.

7.6 The Edge Group shall employ due care and diligence in the disposal or destruction of personal information, to prevent unauthorized parties from gaining access to the information. Disposal or destruction of personal information shall not be undertaken by any employee without the prior written authorization of the Privacy Compliance Officer outlining the preferred method of destruction, the specific information authorized for destruction, and date of destruction. Upon destruction of personal information, the employee(s) who carried out the destruction shall complete a Certificate of Destruction and return same to the Privacy Compliance Officer.

Principle 8. Openness

The Edge Group shall make readily available to its customers and employees specific information about its policies and practices relating to the management of personal information.

8.1 The Edge Group shall be open about its policies and practices with respect to the management of personal information. Individuals shall be able to acquire information about The Edge Group’s policies and practices without unreasonable effort. This information shall be made available in a form that is easily understandable.

8.2 The information made available shall include:

- the name, title, and address of the Privacy Compliance Officer who is accountable for The Edge Group’s policies and practices and to whom complaints or inquiries can be forwarded;
- the means of gaining access to personal information held by The Edge Group;
- a description of the type of personal information held by The Edge Group, including a general account of its use;
- a copy of brochures or other information that explain The Edge Group’s policies, standards and/or codes with respect to personal information; and
- a description of the type of personal information made available to related organizations, such as subsidiaries or affiliates of The Edge Group.

8.3 The Edge Group shall make information on its policies and practices available in a variety of ways, such as brochures, a toll-free telephone number, emails, newsletters, and information posted on The Edge Group's website.

Principle 9. Individual Access

Upon request, an individual shall be informed of the existence, use and disclosure of his or her personal information and shall be given access to that information except where The Edge Group is permitted or required by law not to disclose personal information to the individual customer or employee. An individual customer or employee shall be able to challenge the accuracy and completeness of the information disclosed to him or her and have it amended as appropriate.

9.1 Upon request, The Edge Group shall inform an individual whether or not The Edge Group has in its possession personal information about the individual (except where permitted or required by law not to disclose personal information) and shall afford the individual a reasonable opportunity to review the personal information in his or her file at minimal or no cost to the individual. In addition, The Edge Group shall provide an account of the use that has been made or is being made of this information and an account of the third parties to which it has been disclosed. Where reasonably possible, The Edge Group shall indicate the source of the personal information.

9.2 In order to safeguard personal information, a customer or employee may be required to provide sufficient identification information to permit The Edge Group to account for the existence, use and disclosure of personal information and to authorize access to the individual's file. Any such information shall be used only for this purpose.

9.3 In certain situations, The Edge Group may not be able to provide access to all of the personal information that it holds about a customer or employee. For example, The Edge Group is not required to provide access to information if doing so would likely reveal personal information about a third party or could reasonably be expected to threaten the life or security of another individual. Similarly, The Edge Group may not be required to provide access to information if disclosure would reveal confidential commercial information, if the information is protected by solicitor-client privilege, if the information was generated in the course of a formal dispute resolution process, or if the information was collected in relation to the investigation of a breach of an agreement or a contravention of a federal or provincial law. If access to personal information cannot be provided, The Edge Group shall provide the reasons for denying access upon request.

9.4 In providing an account of third parties to which it has disclosed personal information about an individual, The Edge Group shall attempt to be as specific as possible. When it is not possible to provide a list of the organizations to which it has actually disclosed information about an individual, The Edge Group shall provide a list of organizations to which it may have disclosed information about the individual.

9.5 The Edge Group will respond to an individual's request within a reasonable time and in any event within thirty (30) days of the request. The time for responding to a request may be extended for up to an additional thirty (30) days if meeting the time limit would unreasonably interfere with the activities of The Edge Group, or if the time required to undertake any consultations necessary to respond to the request would make the time limit impracticable to meet. The Edge Group may also extend the time for responding for such period of time as is necessary to be able to convert the personal information into an alternative format. The Edge Group will provide notice to the individual of any extension taken within

thirty (30) days of the individual's request and will advise the individual of the right to make a complaint to the Privacy Commissioner about the extension. The Edge Group will provide the requested information or make it available in a form that is generally understandable. For example, if abbreviations or codes are used to record information, The Edge Group will provide a corresponding explanation.

9.6 Upon request by an individual with sensory disabilities, The Edge Group will give access to personal information about the individual in an alternative format if a version of the information already exists in that format or if its conversion to an alternative format is necessary to allow the individual to exercise rights to request correction, challenge compliance of The Edge Group under Principle 10 or file a formal complaint pursuant to applicable privacy legislation.

9.7 When an individual informs The Edge Group of the inaccuracy or incompleteness of personal information, The Edge Group shall amend the information as required or may delete the record of personal information in its entirety but only with the prior written authorization of the Privacy Compliance Officer. Depending upon the nature of the information challenged, amendment may involve the correction, deletion, or addition of information. Where appropriate, the amended information shall be transmitted to third parties having access to the information in question.

9.8 A customer can obtain information or seek access to his or her individual file by contacting the Privacy Compliance Officer. An employee can obtain information or seek access to his or her individual file by contacting his or her immediate supervisor within The Edge Group.

Principle 10. Challenging Compliance

An individual customer or employee shall be able to address a challenge concerning compliance with the principles in this Privacy Policy to the Privacy Compliance Officer.

10.1 The Edge Group shall investigate all complaints concerning compliance with this Privacy Policy. If a complaint is found to be justified, The Edge Group shall take appropriate measures to resolve the complaint including, if necessary, amending its policies and procedures. A customer or employee shall be informed of the outcome of the investigation regarding his or her complaint.

10.2 If an individual is not satisfied with the response from the Privacy Compliance Officer, he or she may have recourse to additional remedies under applicable privacy legislation. For further information, contact the applicable governmental agency as listed on the Provincial and Federal Government websites.