

Jonluca Neal - Privacy Policy, Terms & Conditions of Use

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before using these websites. The inclusion of any link does not imply endorsement by Jonluca Neal of the website. Use of any such linked website is at the user's own risk.

Accounts

When an 'existing customer' account on our site is created, you agree to the following

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information to that account; and
2. All personal information you provide to us through your account is up-to-date, accurate, and truthful and you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site Illegally or if you violate these Terms and Conditions.

Site Terms of Use Modifications

Jonluca Neal may revise these terms of use for its website at any time without notice. By using this website, you are agreeing to be bound by the then-current version of these Terms and Conditions of Use.

Governing Law

Any claim relating to Jonluca Neal's website shall be governed by the laws of the Province of Ontario without regard to its conflict of law provisions.

General Terms and Conditions applicable to Use of a Web Site.

Jonluca Neal Privacy Policy

Your privacy is important to us! Jonluca Neal is committed to respecting your privacy through the protection of your Personal Information.

The following outlines our pledge to you:

- **Purpose and Consent:** Before collecting your Personal Information, or at the time of collection, we will explain to you the purpose of collecting it and obtain your consent.
- **Limiting Collection:** Our collection of Personal Information is limited to what is reasonable under the circumstances, and your information will be used only for the purpose for which it is collected.
- **Security:** Your Personal Information is kept confidential and secure and is not disclosed to anyone outside of Jonluca Neal or our Vendor or broker Partners unless required by law.
- **Access:** You have the right to access your Personal Information and to correct any inaccuracies.

What is Personal Information?

Personal Information is broadly defined as information about an identifiable individual but does not include the name, title, business address, or telephone number of an employee of an organization. Data we collect with personal identifiers

Removed so that it is impossible to determine the identity of the person to whom the information relates is not considered Personal Information.

Personal Information We Collect

With your consent, we may collect Personal Information from you in person, over the telephone, by mail/e-mail, through the Internet (and other means) or from our selected third-party service providers/business partners. The type of information we usually collect and maintain may include your

Name
Mailing/Street Address
E-mail Address
Telephone Numbers
Date of Birth
Transaction History

It is always your choice whether or not you provide us with your Personal Information; however, a decision to withhold Personal Information may restrict or prevent us from providing you with a particular product or service. We normally collect Personal Information directly from our customers. We may collect your information from other persons with your consent or as permitted by law.

We inform our customers, before or at the time of collecting personal information, of the purposes for which we are collecting the information. The only time we do not provide this notification is when a customer volunteers information for an obvious purpose (for example, producing a credit card for a purchase when the information will be used only to process the payment).

As you do business with Jonluca Neal, we may monitor and/or record your telephone conversations with our customer service representatives to ensure service quality.

How do we use your information?

Our relationship with you is important to us.

We want to provide you with value-added service on an ongoing basis and to establish a long-lasting relationship with you that will grow and change to meet your needs.

With your permission, we may collect, use and disclose Personal Information about you to

- identify you and communicate with you generally
- process your orders and/or applications

- establish and maintain a relationship with you, and to provide you with ongoing service
- develop an understanding of your needs and eligibility for products and services and bring you offers from Jonluca Neal or its selected third-party service provider partners (we may make our customer list available to carefully screened companies whose products or services might interest you)
- communicate promotions (i.e. tradeshow, show specials, etc.)
- protect you, and us, against error and fraud
- administer merchandise refunds
- announce product safety recalls or warnings (if necessary)
- comply with legal requirements

If you have not opted out of the use of your Personal Information for marketing purposes (see below), we may use your contact information (including telephone number and e-mail address) for the marketing (including e-mail marketing) of additional goods, services and special offers that might be of interest to you from us, our business partners, or our selected third-party service providers. We may disclose your contact information (e.g. name, telephone number, e-mail and mailing address) as well as transaction history to our business partners so that they can send you promotional materials and/or telemarketing you directly.

Jonluca Neal retains your Personal Information only as long as required for our reasonable business and/or legal needs. Your Personal Information may also be used to create statistics about our business. These statistics would not contain any information that could identify you personally. We may disclose and/or transfer Personal Information to an affiliate or third party in the event of a proposed or actual.

Purchase, sale, merger or transfer of all or any portion of Jonluca Neal or other transaction or reorganization/restructuring.

For merchandise refunds and exchanges, we may ask that you provide us with your name, address and telephone number for audit and fraud prevention purposes. A valid photo ID may be required to confirm this information. This information is collected, used and retained to help us ensure that refunds and exchanges are valid (in each case and over time).

You can choose not to receive direct marketing. We may inform you about products or services by mail, e-mail, text message, telephone (including using automated telephone messages) or other means. If you do not wish to receive direct marketing, simply contact us and tell us that you do not wish to be contacted in a particular manner. As some solicitation files may have been created before your request (e.g. Jonluca Neal catalogue distribution lists), there may be a period after the date of your request, during which time you may receive additional Jonluca Neal marketing.

Types of Consent

- Consent can be expressed, or it may be implied in appropriate circumstances.
- Express Consent can be given by you in writing, in person, electronically, by telephone, or by using a check-off box.
- Implied Consent may be used by us as a basis for extending new marketing offers or delivering merchandise or catalogues to you. We will not use your implied consent for the use or disclosure of your sensitive Personal Information, such as financial data.

As you do business with Jonluca Neal, including the use of Jonluca Neal's Internet and Mobile Site(s) in any manner, you acknowledge and agree to the terms of this privacy policy.

Withdrawing Consent

Subject to reasonable notice, you may withdraw your consent at any time unless the Personal Information is necessary for us to fulfil our legal requirements and similar.

Obligations

If you withdraw your consent, we will inform you of the implications of such withdrawal. To withdraw your consent, simply contact us and advise us of what Personal Information you no longer wish us to use. Personal Information may be retained by Jonluca Neal for reasonable purposes such as billing, audit, archival, warranty, legal/regulatory or product safety recall/warning purposes.

This privacy policy applies only to Jonluca Neal. Jonluca Neal's business partners may be responsible for developing their privacy policies and notices.

Security and Disclosure

What Safeguards Do We Have in Place?

We know you are concerned about the security of the information you provide to us. To address this concern, we have developed processes and procedures to keep your Personal Information safe and secure. We have appropriate safeguards in place depending on the sensitivity of the information, including.

Physical: Locked filing cabinets

Technological: Password-protected computers/files.

Organizational: Jonluca Neal associates (where appropriate based on job function and interaction with customers) trained in the importance of safeguarding your Personal Information from loss and unauthorized access.

We have taken strong measures to ensure the security of your transactions and the confidentiality of your Personal Information. It is also important that you take all necessary precautions as well to help keep your Personal Information safe and secure at all times. To learn more, you may wish to consult the Office of the Privacy Commissioner of Canada's Web site and any applicable provincial privacy commissioners for more information.

Disclosure of Your Personal Information:

We will only use and disclose your Personal Information to fulfill the purposes for which it was collected and by this privacy policy. Any exception will

Be with your prior consent or as may be permitted or required by law. Also, we will keep your information only for as long as it is needed to fulfill the purposes for which it was collected.

Head Office

21 Keyes Court, Unit 1
Vaughan, ON, L4H 4V6
Tel: 416.503.2517 | Toll Free: 1.855.503.2517
Fax: 905.850.0799

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Access to and changing your information

Upon written request, you may access and verify your Personal Information and find out to whom we have disclosed it. At the time of your request, we will need specific

information from you to verify your identity before we can provide you with the Personal Information we hold. In addition, you must provide sufficient information in your request to allow us to identify the information you are seeking.

There may be instances when we will not be able to provide you with the Personal Information that you request. Examples are if the Personal Information contains the following:

- References to other persons
- Has already been destroyed due to legal requirements or because we no longer needed it for our purposes
- Is subject to solicitor-client or litigation privilege
- Is not subject to disclosure for other legal reasons
- If we refuse a request for access to information, in whole or in part, we will provide the reasons for the refusal. We may also refer you to your federal or provincial privacy commissioner (if applicable) for more information.

Changing your Personal Information

We are committed to maintaining the accuracy of your Personal Information for as long as it is being used for the purposes we have identified. To help us keep your Personal Information up to date, we encourage you to notify us of inaccuracies or corrections as often as you wish. Notification of changes, such as your address or telephone number, will help us provide you with the best possible service.

If you identify any incorrect or outdated information requiring amendment, please contact us. We may ask you to put your request for a correction in writing. We will make the proper changes and, upon your request, provide you with a copy of the



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corrected information. If we conclude that a correction is not warranted, we will attach a notation to your file regarding your requested change.

Contact Us

If you have questions, concerns, or complaints about your privacy or your Personal Information, you may contact us at the address listed below.

info@jonlucaneal.ca

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