

Terms of Use

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Visitor Content and Indemnification:

Any Visitor Content provided by you to XENOPHILE on its billboards, chat rooms or other means shall become the property of XENOPHILE or its assignees or successors throughout the universe

in perpetuity and XENOPHILE or its assignees or successors shall have the right to publish, reproduce, disseminate, exhibit or otherwise distribute and use the Visitor Content in all media now known or hereafter devised. By submitting Visitor Content to the Website, you agree to represent and warrant that such Visitor Content shall not contain any libelous, defamatory, obscene, illegal, harassing, discriminatory, threatening or abusive materials and shall not infringe any intellectual property right or any other right of any kind or nature of any person or entity and shall not breach any law. By visiting and using this Website, you signify your agreement to save XENOPHILE, it's affiliated and related entities, its officers, directors, employees and contractors, its successors and assigns and their respective officers, directors, employees and contractors, harmless from any and all damages, legal actions or causes of action that may now or hereinafter arise as a result of your use of the Website and your breach of these Terms of Use and/or any representations and warranties related to the Visitor Content. XENOPHILE monitors the use of its billboards, chat rooms and any posted materials and reserves the right to remove any Visitor Content and block access to any visitor for any reason at its sole discretion.

Linked Websites:

This Website is linked to other websites under the control of XENOPHILE that are part of the Game which are all operated in compliance with these Terms of Use. However, this Website and other websites that are part of the Game also link to websites that are not under the control of XENOPHILE and are required to have their own terms of use. Visitors should ensure that they read and understand the terms of use of any websites linked to the Website and other websites in the Alternate Reality Game, as XENOPHILE is not responsible for and shall not be held liable for any procedures, policies or activities of any websites linked to the Website and the other websites in the Game unless such linked websites are under the direct control of XENOPHILE. Visitors should ensure they inform themselves of the terms of use of any websites they visit and the Visitor hereby acknowledges that he/she uses any websites linked to the Website and any websites forming the Game entirely at his/her own risk.

Jurisdiction:

This Website is controlled by XENOPHILE, a company incorporated under the laws of the province of Ontario and whose head office is located in the city of Toronto. This Website is presented solely for informational and/or entertainment purposes. Neither XENOPHILE nor its affiliated or related entities make any representation, express or implied, that this Website will be available for use in or comply with the law of any country other than Canada. By using this Website, you agree that these Website Terms of Use and Privacy Policy shall be governed, construed and enforced in accordance with the laws of the province of Ontario as it is applied to contracts entered into and performed entirely within such province and you submit to the jurisdiction of the courts of such province.

Xenophile Media Privacy Policy

Xenophile Media Inc. ("XENOPHILE") is committed to respecting the privacy concerns of its visitors to www.oculareffect.com ("the Website") and the related websites that are part of the xPod Game (the "Game"). XENOPHILE has created this privacy policy (the "Policy") to establish guidelines that will govern the collection, use, protection and disclosure of the personal and non-personal information of its visitors.

XENOPHILE may collect three kinds of information from this Website and other websites forming the Game: (1) your voluntarily provided personal information; (2) anonymous non-personal information; and (3) "cookie" based information.

Personal Information:

XENOPHILE does not automatically collect personal information, such as name, address, phone number, email address and other personally identifiable information, from its visitors ("Personal Information") to the Website or the related websites that are part of the Game. From time to time, XENOPHILE will collect Personal Information that is voluntarily provided by its visitors in the process of registering to play the Game, filling out contest entry forms and subscribing to newsletters and other activities carried out on the Website and within the Game. In order to play the Game, players are required to provide certain Personal Information in order to register as a player and participate in the Game. XENOPHILE collects the Personal Information for the purpose of contacting players directly via email and telephone as part of the Game. Such Personal Information will be shared between different websites under the direct control of XENOPHILE that are part of the Game. XENOPHILE will only collect and use such Personal Information solely for the purpose(s) disclosed by XENOPHILE at the time of collection and/or solely for the purpose of allowing players of the Game to participate, and only after the visitor has voluntarily agreed to such collection and use, by clicking "I agree" on the online registration form or in writing if entering via faxed or mailed form. XENOPHILE also sometimes use email addresses that have been voluntarily provided by its visitors to respond to visitors who communicate with us, to inform winners of contests or to subscribe to newsletters. Visitors can discontinue such communication at any time, including their registration as a player in the Game, by sending an email to contact@xenophile.ca . Email addresses from visitors who wish to discontinue receipt of XENOPHILE's emails will be removed from XENOPHILE's distribution list and databases. All Personal Information that may identify a visitor and has been collected with the visitor's consent by XENOPHILE is not disclosed in any identifiable form to any other party outside the company except for XENOPHILE's partners in the Game and only for the fulfillment of the specific purpose identified to the visitor at the time of collection. However, XENOPHILE may disclose such information in anonymous, aggregated and non-personally identifiable form to other parties for marketing, advertising or other purposes and to better understand visitor's use of the Website and the Game. At any time, a visitor may send an email to contact@xenophile.ca to request that Personal Information be changed, removed or updated in XENOPHILE's databases.

Visitors should exercise caution when they disclose personally identifiable information on bulletin boards, forums or chat rooms on this Website, the websites forming the Game or any other website. Such areas are accessible by anyone with access to the Internet and may result in the visitor receiving unsolicited messages from other people and/or companies. Although XENOPHILE is committed to protecting the Personal Information provided to it by its visitors in compliance with this Privacy Policy, it cannot guarantee the security of any information, whether personal or otherwise, that visitors voluntarily disclose online to publicly accessible bulletin boards, forums or chat rooms.

Anonymous Non-Personal Information:

When visitors visit the Website and related websites in the Game, anonymous, non-personal information about their visit is automatically collected. Such information may include the length and date of the visit, how the visitor navigated the Website, what pages the visitor viewed, the type of browser being used by the visitor, the type of operating system used by the visitor and the domain name of the visitor's Internet service provider. XENOPHILE uses this anonymous non-personal information to track the success of its Website with its visitors and to better tailor the Website to visitors' needs and interests. This anonymous non-personal information may be shared with other parties, such as broadcasters, advertisers, sponsors and partners.

Cookie-based Information:

XENOPHILE may use cookies on its Website and related websites forming part of the Game. "Cookies" are pieces of information that a website transfers to a visitor's hard drive for record keeping and identification purposes. Cookies are used to make the visitor's use of a website easier by saving visitor preferences and passwords and to identify which areas of a website are popular and which areas need improvement and how to target certain advertising to its visitors. XENOPHILE does not use cookies to collect personally identifiable information except in connection with a password protected online registration for a contest or newsletter or other service and only with the visitor's informed consent. Visitors may visit the Website with its cookies turned off to avoid the collection of Cookie-based Information.

Protection of Visitors' Personal Information:

XENOPHILE protects the Personal Information it collects with appropriate technological, physical and administrative safeguards to protect it from unauthorized disclosure or use. Access to Personal Information collected by XENOPHILE is limited to authorized individuals and stored on its databases, which are protected by firewalls and are password-secured. XENOPHILE retains the Personal Information only for as long as is required for the purposes identified at the time of its collection and consented to by the visitor providing it or as otherwise required by law. Information provided for the Game will be deleted after the termination of the game and any sequels to it, unless you have opted in to be informed about future projects from XENOPHILE. Once Personal Information is no longer necessary for the purposes consented to by the visitor, it is XENOPHILE's practice to delete it from its databases or systems or make it anonymous.

Linked Websites:

This Website is linked to other websites under the control of XENOPHILE that are part of the Game which are all operated in compliance with this Privacy Policy. However, this Website and other websites that are part of the Game also link to websites that are not under the control of XENOPHILE and are required to have their own privacy policies. Visitors should ensure that they read and understand how their Personal Information may be collected, used, and disclosed by any websites linked to the Website and other websites in the Game, as XENOPHILE is not responsible for and shall not be held liable for any procedures, policies or activities of any websites linked to the Website and the other websites in the Game unless such linked websites are under the direct control of XENOPHILE. Visitors should ensure they inform themselves of the privacy policies of any websites they visit and the Visitor hereby acknowledges that he/she uses any websites linked to the Website and any websites forming the Game entirely at his/her own risk.

Visitor's Consent to Privacy Policy:

By visiting and using this Website and the websites forming the Game or clicking on "I Agree" in the registration process, the visitor agrees to the Privacy Policy and the terms of use ("Terms of Use") linked to this Privacy Policy. If you do not agree to the Privacy Policy do not use this Website or the Game or provide Personal Information to XENOPHILE. If you wish to amend, update or remove the Personal Information already provided, contact@xenophile.ca.

Accountability:

XENOPHILE takes its commitment to securing privacy very seriously. From time to time, XENOPHILE may amend or update this Privacy Policy to comply with visitor concerns, best practices and/or the law. XENOPHILE has appointed a member of its management team to act as XENOPHILE's Privacy Officer and who is responsible for reviewing, approving and administering this Privacy Policy and XENOPHILE's commitments hereunder. If you have any

questions, concerns or comments, feel free to contact the Privacy Officer at contact@xenophile.ca or by telephone at 416-366-2118 or in writing at: Privacy Officer, XENOPHILE, 207 Augusta Avenue, Toronto, ON M5T 2L4 Canada.