

Privacy Policy

We are committed to protecting your privacy. This Privacy Policy sets forth our policies regarding the collection, disclosure and use of information relating to your use of this Site. We use the information we collect about you only in response to any inquiries made by you. Also, ENCOR may provide aggregate statistics about our customers, and related Site information to the personnel of ENCOR, but these statistics will include no personally identifying information. ENCOR may release account information when we believe, in good faith, that such release is reasonably necessary to (i) comply with law, (ii) enforce or apply the terms of any of our user agreements, or (iii) protect the rights, property, or safety of ENCOR, our users, or others.

When you click on links and/or Vendor's ad banners that take you to third-party web sites, you will be subject to the third parties' privacy policies, without liability to ENCOR. While we support the protection of privacy on the Internet, ENCOR cannot be responsible for the actions of third parties. We encourage you to read the posted privacy statement whenever interacting with any web site.

By accessing our Site, you consent to the collection and use of this information by ENCOR. If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it.

* All terms and/or expressions defined in the Terms of Use section apply herein.

Terms of Use

Who owns the Web site?

The Web site <http://www.encoradvisors.com> (the "Site") is made available by ENCOR Advisors Canada Ltd., the legal owner of the Site, its affiliated companies and/or licensors ("ENCOR"). Wherever the term "ENCOR " shall appear in these Terms and Conditions, such terms shall also include ENCOR's officers, directors, employees, shareholders, members, managers, representatives, principals, and agents.

What terms and conditions are you legally bound to?

By accessing this Site, you agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, do not use this Site.

What responsibility does ENCOR have concerning links and third party merchants?

ENCOR does not warrant the accuracy or completeness of the information or content included on any of the links on the Site provided by third party merchants or service providers ("Vendor(s)"). Any concerns you may have about any Vendors should be addressed directly to them. You acknowledge that ENCOR is not responsible for the accuracy, decency, or legality of any content of Web sites provided by Vendors. ENCOR does not endorse any Web site by Vendor linked to the Site.

If you wish to access any link to a Vendor's Web site, you acknowledge and agree that ENCOR shall in no event be liable or responsible for any of the services or products to be provided by the Vendor and that ENCOR is not an agent or representative of the Vendor. You undertake any transactions with the Vendor at your own risk.

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THE USE OF THE CONTENT OR MATERIALS ON THIS SITE FOR ANY PURPOSE NOT EXPRESSLY PERMITTED HEREIN IS PROHIBITED.

Does ENCOR provide any warranties?

No. ENCOR is providing content to you as is and as available. To the extent permitted by law, ENCOR makes no warranties of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose or non-infringement. Further, ENCOR do not warrant that:

- the content is accurate, reliable or correct;
- the Site will be available at all times and at the same location;
- any defects or errors will be corrected; or
- that the content on the Site is free of viruses or other components.

ENCOR makes no representation that the materials on the Site are appropriate or available for use in locations outside Canada. Accessing this Site from locations outside of Canada, therefore, may be prohibited.

YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE USING THE SITE AT YOUR OWN RISK.

What is ENCOR's liability?

To the extent permitted or required under law, under no circumstances shall ENCOR be liable for any direct, indirect, special, incidental, punitive, or consequential damages that result from the use of, or inability to use, the Site or for the use of any content thereof. The aforesaid limitation applies to any theory of recovery, including those claims based on tort or contract, even if ENCOR has been advised of the possibility of such damages.

What is your liability when using the Site?

You may not reproduce, duplicate, copy, sell, resell, or otherwise exploit for any purpose the Site or any portions of the Site, unless expressly permitted by ENCOR.

What other miscellaneous legal provisions do you have to adhere to?

These Terms and Conditions shall be governed by the laws of Canada, applicable to agreements made and to be performed entirely within Canada. You specifically agree that Canada has sole and exclusive jurisdiction and that you submit to the personal jurisdiction of the courts in Canada. The Terms and Conditions represent the entire agreement between you and ENCOR concerning the Site and supersede any and all other written or oral agreements. In the event any provision of these Terms and Conditions is found to be void or unenforceable by a court of competent jurisdiction, the remaining provisions shall nevertheless

be binding upon you with the same effect as though the void or unenforceable part had been severed and deleted.

You agree to defend, indemnify and hold harmless ENCOR from all liabilities, claims, losses and claims, including reasonable attorney's fees and costs that arise from your use of or access to the Site. ENCOR reserves the right to defend the claim, at its own expense, in which event you shall cooperate with ENCOR in the defense.

What happens if our terms and conditions change?

We reserve the right to update, modify and amend these Terms and Conditions. All such changes shall be posted on the Site. Your continued use of the Site shall mean that you agree to any and all changes.