

## Privacy Policy

We receive, collect, and store any information you enter on our website or provide us in any other way. In addition, we collect the Internet protocol (IP) address used to connect your computer to the Internet, login, e-mail address, password, computer and connection information, and purchase history. We may use software tools to measure and collect session information, including page response times, length of visits to certain pages, page interaction information, and methods used to browse away from the page. We also collect personally identifiable information (including name, email, password, communications); payment details (including credit card information), comments, feedback, product reviews, recommendations, and personal profile.

When you conduct a transaction on our website, as part of the process, we collect the personal information you give us, such as your name, address, and email address. Your personal information will be used only for the specific reasons stated above.

We collect such non-personal and personal information for the following purposes:

- To provide and operate the Services;
- To provide our Users with ongoing customer assistance and technical support;
- To be able to contact our Visitors and Users with general or personalized service-related notices and promotional messages;
- To create aggregated statistical data and other aggregated and/or inferred Non-personal Information, which we or our business partners may use to provide and improve our respective services;
- To comply with any applicable laws and regulations.

Our company is hosted on the Wix.com platform. Wix.com provides us with an online platform that allows us to sell our products and services to you. Your data may be stored through Wix.com's data storage, databases, data and the general Wix.com applications. They store your data on secure servers behind a firewall.

All direct payment gateways offered by Wix.com and used by our company adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express, and Discover. PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers.

We may contact you to notify you regarding your account, to troubleshoot problems with your account, to resolve a dispute, to collect fees or monies owed, to poll your opinions through surveys or questionnaires, to send updates about our company, or otherwise necessary to contact you to enforce our User Agreement, applicable national laws, and any agreement we

may have with you. For these purposes, we may contact you via email, telephone, text messages, and postal mail.

**This website uses the following cookies:**

Google Analytics: This cookie allows us to see information on user website activities including, but not limited to page views, source and time spent on website. The information is depersonalised and is displayed as numbers, meaning it cannot be tracked back to individuals. This will help to protect your privacy. Using Google Analytics we can see what content is popular on our website, and strive to give you more of the things you enjoy reading and watching.

If you don't want us to process your data anymore, please contact us at [admin@worksafetytraining.ca](mailto:admin@worksafetytraining.ca) .

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

If you would like to: access, correct, amend or delete any personal information we have about you, you are invited to contact us at [admin@worksafetytraining.ca](mailto:admin@worksafetytraining.ca) .

## Terms and Conditions Policy

This website is owned and operated by WORK SAFE Training Inc. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors Forklift & Workplace Safety Training. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right, and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

### **Key commercial Terms offered to customers**

When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it: (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

The prices we charge for using our services / for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

### **Return and refund policy**

The following products are not eligible for refund or return; i) Forklift (Lift Truck Training) & ii) Workplace Safety Training (Propane Cylinder Exchange, WHMIS, Slips, Trips & Fall Protection, Transportation of Dangerous Goods, Lockout / Tagout)

### **Retention of right to change offering**

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

### **Warranties & responsibility for services and products**

When we receive a valid warranty claim for a product purchased from us, we will either repair the relevant defect or replace the product. If we are unable to repair or replace the product within a reasonable time, the customer will be entitled to a full refund upon the prompt return of the product to us. We will pay for shipment of repaired or replaced products to customer and customer will be responsible for return shipment of the product to us.

### **Ownership of intellectual property, copyrights and logos**

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of WORK SAFE Training Inc Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

You recognize and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and literary works) through any means to the website, you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed at the website.

### **Right to suspend or cancel user account**

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment

### **Indemnification**

You agree to indemnify and hold WORK SAFE Training Inc. harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

### **Limitation of liability**

To the maximum extent permitted by applicable law, in no event shall WORK SAFE Training Inc., be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, WORK SAFE Training Inc. assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

### **Right to change and modify Terms**

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

### **Promotional emails and content**

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

### **Preference of law and dispute resolution**

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of Canada, Ontario, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Toronto, Ontario, Canada. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

Contact [admin@worksafetytraining.ca](mailto:admin@worksafetytraining.ca) for more information about our Terms and Conditions Policy