



# Terms and Conditions

The below Terms and Conditions apply to the services offered by Aurica Inc. ("AURICA," "we," "our") regarding the website and any related applications, services or offerings (collectively the "website.") This includes, but is not limited to, any purchases from the seller ("Seller," "you," "your") or purchases from AURICA by the buyer ("Buyer," "your," "you," "you") whether that be an individual, corporation, limited liability company, partnership, trust, or other entity. By entering a transaction to sell or selling product to AURICA or entering a transaction to buy, or buying from AURICA, you represent and warrant that you have the right and legal capacity to enter these Terms and Conditions. You also represent and warrant that you have read, understood, and agree to these Terms and Conditions.

## **A. Precious Metals Markets and Bullion Pricing**

The bullion items offered and the bullion items we purchase are commodities traded on various markets around the world. Due to nature of commodities, the price of said bullion items is constantly changing, in line with market forces and supply/demand. We indicate sell and purchase prices on our website, but they are this, indications only. From time to time it may occur that market fluctuations occur more rapidly than we are able to update pricing. You acknowledge and agree that AURICA will set the selling price for all bullion sales offered by us and the purchase price for all bullion purchases from you.

## **B. Transactions are Binding and Legal contracts**

By entering a transaction to buy from AURICA or sell your bullion to AURICA, you are entering into a binding, legally enforceable agreement, in which you agree to pay in full for metals purchased from AURICA or deliver product sold to AURICA. We do not conduct business by any other means other than via phone or through our website.

### **1. Buying from AURICA and Selling to AURICA**

#### **1.1 Minimum order amount**

AURICA does not have a minimum order amount for purchases from us, for sales to us the minimum is \$1,000 USD.

#### **1.2 Credit card to lock in prices**

We require a credit card to lock in prices at time of order, there are no holds, or any funds taken from the card at time of order. This credit card held on file and used to enforce our Market Loss Policy if needed. Should we need to enforce this policy, we will charge your credit card for said fee. Should you complete your order with AURICA (buying from us or selling to us,) the credit card will not be used.

#### **1.3 Price Confirmation**

After an order is accepted (to buy from AURICA or sell to AURICA) via phone or through our website, you will receive an order confirmation via email, to the email we have on file. If for any reason, this email is not received, this does **NOT** invalidate or cancel your order with AURICA. You are still obliged to pay for



your order in full, if buying from AURICA, or ship your product to us, if selling to AURICA. You agree that you will take all steps necessary to make sure that you are able to receive all emails from us. If you do not receive an order confirmation from AURICA, the onus is on you to contact us for further information.

Once an order to buy from AURICA has been accepted, either via phone or through our website, you must issue payment in full within 1 business day; your full payment must be received within 3 business days. Once cleared payment is received (and clearing period, if any has elapsed,) we will ship out your order within 2-3 business days (barring any delay out of our control.) Please note that from time to time the shipment time of your order may be delayed for reasons out of our control. This includes but is not limited to increased demand for bullion which results in reductions in our bullion inventory, or reduced supply available to us. We will do our best to keep you informed via our website of any delays applicable to affected bullion items. This information may also, but is not guaranteed, be transmitted to you via email/confirmations of orders. It is your responsibility to confirm that the address on your account is correct, should you wish to change shipment address, you must contact us via phone. This call must be made to us same day of order, to avoid any delays.

Once an order to sell to AURICA has been accepted, either via phone or through our website, you must ship all bullion within 1 business day. The shipment must be received by AURICA no later than 5 business days after an order is accepted. You are responsible for any/all costs associated with shipping your metals to AURICA, should you use our services, we will deduct the costs from the final payout for your sale order to AURICA. We are not responsible for any lost, damaged, misrouted, misplaced packages should you use your own contracted/courier service to ship in metals.

We do not accept any physically delivered items, all products must be shipped to us. Once your item has been shipped, we ask that you email or call us and provide a tracking number for the incoming shipment.

#### **1.4 Cancellations**

When an order to buy from AURICA or sell to AURICA has been confirmed via phone or through the website and an order number has been issued a binding contract has been formed. The transaction has been locked in for either buying or selling, whichever might be the case and any/all market risk has been transferred to you. If you default on your obligation and do not issue payment in full for a purchase from AURICA, or ship your metal to AURICA, in accordance with the guidelines in point 1.3 we may cancel your transaction. We reserve the right to cancel any purchase or sale order at our sole discretion, you waive all right to any claim or actual damages of any kind related to such cancellation. We may also cancel an order if the product does not meet the quality standards stipulated in the purchase order, or if a different item than what was booked is received. Any cancellation, be it due to you defaulting on your obligations, or AURICA's discretion, is subject to our Market Loss Policy.



## 2. Payments

Payment instructions will be provided based on the payment option selected at the time of your order. This information will be provided to you via phone, for phone in orders, and on your confirmation email for orders placed through the site. Payments must be issued/sent out within 1 business day and received within 3 business days. The following are our accepted payment methods:

Payment Method	Order Maximum
Credit Card	\$3,000
Personal/Business Check	\$10,000
Bank Money Order	\$10,000
Cashier's Check	\$10,000
Bank Wire	No Limit

For product sold to AURICA, we can issue payment as follows:

Payment Method	Fee
Check via regular mail	No Fee
Check via Courier	\$25
Bank Wire	\$35

Please note that we can only issue payment to the account holder who sold the product, we do not issue any payments to third parties.

### 2.1 Wire/check payments

If you select to pay AURICA via wire or check, we provide a 4% discount off the listed price. **Please note that the prices shown under “wire/check” already reflect this 4% discount.**

### 2.2 Check payments

We deposit all check payments as they are received, and the hold times are as follows:

**Personal/Company Checks:** 5 business days

**Cashier's Checks/Bank Money orders:** 3 business days

Because we deposit checks as they are received, your bank will debit your account at time of deposit. Please note that we will still enforce our hold times, during certain situations and at our sole discretion we may place further holds on check payments.



## 2.3 Wires

We strongly suggest payments via wire as they are the fastest and safest way to issue your payment to AURICA. Once your order has been placed, should you opt to pay via wire, we will provide you our banking information on your order confirmation email. Wires are typically not subject to any hold, but in certain situations, at our discretion we may apply a hold.

## 2.4 Credit Cards

We post credit card pricing for our products on our site but are not obligated to accept credit card payments. All credit card orders are reviewed on a case-by-case basis and accepted at our discretion. Please note that all credit card orders must be shipped to the cards billing address, no exceptions will be made on this.

## 2.5 Currencies accepted

Currently we only accept USD and CAD for all orders and pay out in USD or CAD for products sold to AURICA, depending on what currency was used at time of order.

## 2.6 Funds on Account

Customers may deposit funds with Aurica Inc for the purpose of facilitating the purchase, storage, or trading of precious metals. These funds are held in trust in a segregated, non-interest-bearing account and remain the property of the customer until used or refunded in accordance with this agreement.

## 2.7 Use of Funds

Funds on account may be used to:

- Purchase physical precious metals (e.g., gold, silver, platinum, or palladium);
- Reserve inventory;
- Pay for allocated storage services;
- Pay for AuriMetals;
- Cover cancellation fees, transaction fees or other authorized charges.

All transactions are subject to applicable taxes and regulatory requirements under Canadian law.

## 2.8 Storage and Pooled Accounts

Customers may use funds on account to purchase and hold metals in either:

- **Allocated storage**, where specific bars or coins are individually stored and identified; or
- **AuriMetals**, where the customer owns a share of a larger, non-segregated inventory of precious metals held by Aurica Inc or its third-party storage providers.

Ownership of metals in pooled accounts is represented on a fractional basis and may not be assigned to specific items. Withdrawals or deliveries from pooled storage are subject to availability and processing timelines.



## **2.9 Trust and Segregation of Funds**

Funds intended for storage or pending transactions are held in trust by Aurica Inc in a segregated client account and are not co-mingled with corporate operating funds. These funds are not insured by the Canada Deposit Insurance Corporation (CDIC) and are not held in a deposit-taking institution.

## **2.10 Compliance and Due Diligence**

In compliance with the **Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA)** and **FINTRAC** guidelines, customers may be required to provide identification, source-of-funds declarations, and other documentation before funds are accepted, applied, or refunded. Aurica Inc reserves the right to delay or reject transactions pending satisfactory completion of due diligence procedures.

All transactions over CAD \$10,000 (or multiple related transactions totaling that amount) may be subject to reporting and recordkeeping requirements.

## **2.11 Refunds and Withdrawals**

Customers may request a refund of unused funds at any time, subject to identity verification and regulatory compliance. Refunds will only be issued to the original payment source unless otherwise required by law or agreed upon in writing. Refunds relating to pooled metals may require liquidation at current market rates.

## **2.12 Limitations and Right to Refuse**

Funds on account may not be used for unlawful purposes, including money laundering or tax avoidance. Aurica Inc reserves the right to freeze, return, or report funds and transactions deemed suspicious, in accordance with Canadian regulatory obligations.

Aurica Inc. may, at its sole discretion, close a customer account or return unused funds if the account becomes inactive, non-compliant, or subject to investigation.

## **3. Shipping**

All orders shipped to you by AURICA are shipped out using any/all domestic couriers/carriers at our disposal. We, at our discretion will select the courier/mail carrier to deliver the items to you. Each shipment will be fully insured for its value.

### **3.1 Insurance**

As stipulated in item 3 all shipments made by AURICA to its customers are fully insured for its locked in price, which is listed on your order confirmation. In the rare occasion that a shipment is lost in transit, we must be notified within 3 business days of the estimated delivery date showing on the tracking information.

In the rare occasion that your product is damaged in transit, you may be permitted to claim coverage under our insurance policy. For this insurance to be valid, you must:



1. Be the person that received the package direct from the carrier. Any items left with a door man/building/office personnel will not be covered.
2. You must notify us immediately upon receipt of the item (same day.)

Please note that insurance coverage stops if you leave written instruction to the courier to do the following:

1. Leave package at the door
2. Leave package with anyone other than the addressee
3. Sign for package without addressee present
4. Deliver to an alternate address (not listed on the shipping label.)

If the package is being delivered to an office or apartment building, the insurance will stop if/when:

1. The package is signed for by the door man/receptionist/building or apartment personnel.

If you ask AURICA to ship to a courier store (FedEx/UPS etc.,) or a USPS location for pick up, the insurance will stop once it is delivered to the store/USPS location. Anything that happens to the package after it is delivered is your responsibility and we will not be held liable for any damage, theft, or loss of items or anything else that might arise.

Should a claim need to be filed with our insurance company, you agree to cooperate in any investigation or claim process. You will also take every reasonable action requested of you in the process. Should you fail to comply you will forfeit any insurance claim and the matter will be closed without any compensation to you in any form.

### **3.2 Presale and Backordered items**

As stipulated in point **A**, supply and demand play a big role in the availability of products. From time to time there may exist more buyers than sellers, in this instance we reserve the right to delay your shipment for up to twenty-eight (28) calendar days. Provided that you have paid in full, during this time your prices are locked in and will not be subject to any market or premium fluctuations. If a refund is provided or there is a delay in sending your shipment, you waive the right to claim all damages of any kind.

### **3.3 International Shipping**

AURICA is equipped to ship internationally as needed. Please note that these requests must be made before placing an order, as shipping fees have been very volatile over the past 2 years. Should you place an order before requesting a shipping fee, our Market Loss Policy will apply should you wish to cancel. We also suggest that you check with your local customs agency to find out if there are any VAT/Taxes/other fees to be paid on the import of metals to the country of your choice. Please note that these fees will be solely at your cost, and we only offer an insured shipping service.

## **5. Return/Exchange Policy**



At AURICA customer satisfaction is very important to us. If you feel you have received something that is not as it was described/depicted on the site, please reach out to us via email or phone. At your request, we may, but are not obliged to, provide you with the option to exchange a product for the same product if the product is defective. In the case we agree to an exchange, it must be done within five (5) calendar days from date of receipt of the product. Please note that any return shipping to AURICA and shipping from AURICA to you for the new product is at your cost.

## 6. Market Loss Policy

Once an order has been confirmed either via phone or through the site, a binding and legal contract has been formed. Any time after this should you decide to cancel an order, or default on your obligations, our Market Loss Policy will apply. Any/all cancellations are subject to a \$50 (fifty) dollar fee. In addition to this fee any market loss is passed on to you as follows:

For purchase orders, if at time of cancellation the market price of your product has dropped, you will be liable for this price difference + the \$50 (fifty) dollar fee. Should the price increase at the time of cancellation, you will only be liable for the \$50 (fifty) dollar fee:

	Price booked	Price per Unit at time of cancellation	Quantity	Loss or Gain	Market Loss
Scenario 1	\$1,810	\$1,800	5	$(\$1800 - \$1810) \times 5 = \text{Loss of } \$50$	\$50
Scenario 2	\$1,810	\$1,850	5	$(\$1850 - \$1810) \times 5 = \text{gain of } \$200$	\$0

In scenario 1 the total fee charged to your credit card would be \$100 (\$50 fee + \$50 market loss.) In scenario 2 the total fee charged to your credit card would be \$50 (only the \$50 fee would be charged as there was no market loss.)

For orders in which you are selling to AURICA, if at time of cancellation the market price of your product has increased, you will be liable for this price difference + \$50 (fifty) dollar fee. Should the price decrease at the time of cancellation, you will only be liable for the \$50 (fifty) dollar fee:

	Price per unit	Price per Unit at time of cancellation	Quantity	Loss or Gain	Market Loss
Scenario 1	\$1,810	\$1,800	5	$(\$1810 - \$1800) \times 5 = \text{gain of } \$50$	\$0
Scenario 2	\$1,810	\$1,850	5	$(\$1810 - \$1850) \times 5 = \text{loss of } \$200$	\$200

In scenario 1 the total fee charged to your credit card would be \$50 (only the \$50 fee would be charged as there was no market loss.) In scenario 2 the total fee charged to your credit card would be \$250 (\$50 fee + \$200 market loss.)



All fees stipulated above are charged to the credit card provided at time of order, should we be unable to collect via credit card we will then draw from any funds on your account. Lastly if we are unable to collect via either method, we will block your account until any/all fees have been paid.

## **7. Advice**

Please note that AURICA cannot provide you with any advice related to markets or timing of a purchase/sale. Nothing on this site should be considered to constitute any kind of investment, legal, tax or other advice.

## **8. Risk**

We guarantee that every product we sell is authentic and that all products do contain the weight, fineness, and purity in which they are minted. All investments, including the purchase/sale of bullion involves some degree of risk. Just as with other commodities, they are affected by geopolitical and economic factors (to name a few,) which are out of our control. You are solely responsible for any/all risk involved in the purchase or sale of bullion with AURICA. These risks could be, but are not limited to, market volatility, inability to liquidate your product, product becoming unavailable or delayed. Any malfunction, slow down, may have a negative effect on the pricing/service provided on our site. To the fullest extent permitted by law, in no event will AURICA, nor its directors, agents, suppliers, employees, affiliates be liable to you on any legal aspect/theory for any indirect, incidental, special or punitive damages resulting from losses caused by website malfunction.

## **9. Limitation of Liability**

AURICA's liability for any/all bullion purchase(s)/sale(s) shall not exceed the purchase/sale price which was set by AURICA for your bullion. We shall in no event be liable for direct, indirect, incidental, punitive, exemplary, or consequential damages, even if we have been advised of the possibility of such damages. we will not be liable for any delays or failures in the transmission, receipt or execution of orders, payments, deliveries, or information due to the incapacity or failure of computer or communication equipment, or facilities or any other reason which is out of our control.

Should your local jurisdiction not allow the exclusion or limitation of damages, you should seek legal counsel to understand your legal rights under applicable law.

## **10. Warranty Disclaimer**

you expressly agree that use of the site and reliance on its content is at your risk. AURICA, its affiliates and their respective third-party licensors do not make any representations or warranties of any kind regarding the site, the software, the content, the materials, the listing service, or the results that may be obtained from use of any of the foregoing. the service is provided on an "as is, as available" basis, and AURICA, its affiliates, and their respective third-party licensors specifically disclaim all expressed or implied warranties including, without limitation, the warranties of fitness for a particular purpose, warranties of merchantability and warranties of noninfringement. AURICA and its affiliates make no representations or warranties, expressed or implied, to any actual or prospective purchaser of precious metals as to the existence, ownership, or condition of the listings; as to the advertised terms, if any; or as to the accuracy or completeness of any information about a listing. Aurica Inc. does not warrant the





accuracy or completeness of such information. Aurica Inc. reserves the right, in its sole discretion, to correct any error or omission on the site or in the content. AURICA does not make and expressly disclaims any representations, warranties, or guarantees to you regarding the listing, including, without limitation, any representations, warranties or guarantees. for purposes of this warranty disclaimer, “third-party licensor” does not INCLUDE YOU. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to You.

#### **11. Indemnity**

You agree to defend, indemnify and hold harmless AURICA and its affiliates, their directors, employees, officers, licensors, members, shareholders from any and all claims and demands made by any third party arising out of: (a) content or information you transmit or obtain through the transactions, products and/or services contemplated in these Terms and Conditions, (b) your use, purchase, and/or sale of the products and/or services contemplated in these Terms and Conditions, (c) your violation of these Terms and Conditions, (d) your violation of any rights of another, (e) your breach of any representation or warranty made by you to AURICA, or (g) your failure to perform your obligations pursuant to these Terms and Conditions. If you are obligated to provide indemnification pursuant to this provision, AURICA may, in its sole and absolute discretion, control the disposition of any claim at your sole cost and expense. Without limitation of the foregoing, you may not settle, compromise or in any other manner dispose of any claim without AURICA’s consent. You also agree to cooperate with AURICA’s defense of that claim.

#### **12. Force Majeure**

Any prevention, delay, or stoppage in our performance of any term of these Terms of Purchase or Sale due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, regulations or controls, the suspension by commodity exchanges in the trading of gold, silver, platinum or palladium futures contracts or the delivery of the commodities underlying such contracts, or the failure or delay of vendors, enemy or hostile governmental action, riot, civil commotion, fire or other casualty, pandemic, and other causes beyond our control, shall excuse our performance, and extend our performance of our duties and responsibilities hereunder, for a period equal to any such prevention, delay or stoppage. AURICA shall not have any liability to you, whether in contract, warranty, tort (including negligence), or any other form of liability, for failing to perform its obligations under these terms and conditions to the extent that such failure is because of a force majeure event.

#### **13. Errors**

Despite our best efforts, technology related, and typographical errors may occur. In the event any type of error results in erroneous or wrong pricing to be display for any/all products, AURICA has the right at our sole discretion to refuse or cancel any/all transactions. You will be notified if any of your orders/products have been cancelled. Prices and availability are subject to change without notice.

#### **14. Termination of Service**

You agree that in AURICA’s sole discretion, and without prior notice, your access to this Site may be terminated or suspended, and we may exercise any other remedy available and remove any Content if it believes that your use of the Site and/or any Content or reference information You provide (a) violates



(i) these Terms of Use, (ii) the rights of AURICA, its affiliates, a Licensor, or another User, or (iii) any law or regulation, or are otherwise objectionable or inappropriate or (b) constitute the fraudulent or unlawful activity of any nature. You agree that monetary damages may not provide a sufficient remedy to Aurica Inc. for violations of these Terms of Use, and You consent to injunctive or other equitable relief for such violations without the requirement that AURICA post a bond. We are not required to provide any refund to You if your use is terminated because of AURICA's determination, in its sole discretion, that You have violated these Terms of Use.

### **15. Complete Agreement**

Except as provided herein, the terms and conditions of these Terms and Conditions constitute the entire agreement between the parties and supersedes any/all previous agreements and understandings. This shall be true whether the agreement/understanding was oral or written between the parties, hereto with respect to the subject of matter of this Terms of Conditions.

### **16. Waiver**

You understand and agree that any individual that violates any term of these Terms and Conditions is precluded from enforcing, agrees not to enforce, and covenants not to sue to enforce, any similar or related provision in any contract, including terms and conditions, terms of us and Terms of Use, asserted by such individual, entity or any affiliate thereof, as binding upon AURICA or any of its affiliates.

### **17. Modification to Terms and Conditions**

We reserve the right to make any changes to these Terms and Conditions at any time, and you agree that we may change these terms at any time. You agree that we may make changes to our website and bullion purchases/sales process at any time in our sole discretion. This may be for any reason or no reason and without prior notice. You agree that if you continue to purchase or sell bullion to us, or use our website, after we have posted any/all changes to these Terms and Conditions, then you are bound by the most recent version of these Terms and Conditions. Additional terms, including but not limited to pricing, payment methods, returns/exchanges, Market Loss Policy will be posted on our website; where so posted, such changes will form part of these Terms and Conditions.

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Privacy Policy

### **Privacy & Cookie Policy**

**Last updated: November 2023**

This Privacy & Cookie Policy describes Our policies and procedures on the collection, use and disclosure of Your information when You use the Service and tells You about Your privacy rights and how the law protects You.

We use Your Personal data to provide and improve the Service. By using the Service, You agree to the collection and use of information in accordance with this Privacy & Cookie Policy.



## Interpretation and Definitions

### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

For the purposes of this Privacy & Cookie Policy:

- **Account** means a unique account created for You to access our Service or parts of our Service.
- **Company** (referred to as either “the Company”, “We”, “Us” or “Our” in this Agreement) refers to Aurica Inc. , 2500-1100 Boul Rene Levesque O, Montreal, Qc, H3B5C9
- **Cookies** are small files that are placed on Your computer, mobile device or any other device by a website, containing the details of Your browsing history on that website among its many uses.
- **Country** refers to: Quebec, Canada
- **Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- **Personal Data** is any information that relates to an identified or identifiable individual.
- **Service** refers to the Website.
- **Service Provider** means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used.
- **Usage Data** refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- **Website** refers to Aurica Inc. , accessible from [aurica.ca](http://aurica.ca)
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## Collecting and Using Your Personal Data

### Types of Data Collected

#### Personal Data

While using Our Service, We may ask You to provide Us with certain personally identifiable information that can be used to contact or identify You. Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name



- Phone number
- Address, State, Province, ZIP/Postal code, City
- Usage Data

### Usage Data

Usage Data is collected automatically when using the Service.

Usage Data may include information such as Your Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When You access the Service by or through a mobile device, We may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.

We may also collect information that Your browser sends whenever You visit our Service or when You access the Service by or through a mobile device.

### Tracking Technologies and Cookies

We use Cookies and similar tracking technologies to track the activity on Our Service and store certain information. Tracking technologies used are beacons, tags, and scripts to collect and track information and to improve and analyze Our Service. The technologies We use may include:

- **Cookies or Browser Cookies.** A cookie is a small file placed on Your Device. You can instruct Your browser to refuse all Cookies or to indicate when a Cookie is being sent. However, if You do not accept Cookies, You may not be able to use some parts of our Service. Unless you have adjusted Your browser setting so that it will refuse Cookies, our Service may use Cookies.
- **Flash Cookies.** Certain features of our Service may use local stored objects (or Flash Cookies) to collect and store information about Your preferences or Your activity on our Service. Flash Cookies are not managed by the same browser settings as those used for Browser Cookies. For more information on how You can delete Flash Cookies, please read "Where can I change the settings for disabling, or deleting local shared objects?" available at [https://helpx.adobe.com/flash-player/kb/disable-local-shared-objects-flash.html#main\\_Where\\_can\\_I\\_change\\_the\\_settings\\_for\\_disabling\\_or\\_deleting\\_local\\_shared\\_objects](https://helpx.adobe.com/flash-player/kb/disable-local-shared-objects-flash.html#main_Where_can_I_change_the_settings_for_disabling_or_deleting_local_shared_objects)
- **Web Beacons.** Certain sections of our Service and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of a certain section and verifying system and server integrity).



Cookies can be “Persistent” or “Session” Cookies. Persistent Cookies remain on Your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as You close Your web browser. You can learn more about cookies here: [Cookies by TermsFeed Generator](#).

We use both Session and Persistent Cookies for the purposes set out below:

- **Necessary / Essential Cookies**

Type: Session Cookies

Administered by: Us

Purpose: These Cookies are essential to provide You with services available through the Website and to enable You to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that You have asked for cannot be provided, and We only use these Cookies to provide You with those services.

- **Cookies Policy / Notice Acceptance Cookies**

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies identify if users have accepted the use of cookies on the Website.

- **Functionality Cookies**

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies allow us to remember choices You make when You use the Website, such as remembering your login details or language preference. The purpose of these Cookies is to provide You with a more personal experience and to avoid You having to re-enter your preferences every time You use the Website.

For more information about the cookies we use and your choices regarding cookies, please visit our Cookies Policy or the Cookies section of our Privacy & Cookie Policy.

## **Use of Your Personal Data**

The Company may use Personal Data for the following purposes:

- **To provide and maintain our Service**, including to monitor the usage of our Service.
- **To manage Your Account:** to manage Your registration as a user of the Service. The Personal Data You provide can give You access to different functionalities of the Service that are available to You as a registered user.
- **For the performance of a contract:** the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with Us through the Service.



- **To contact You:** To contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates or informative communications related to the functionalities, products or contracted services, including the security updates, when necessary or reasonable for their implementation.
- **To provide You** with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless You have opted not to receive such information.
- **To manage Your requests:** To attend and manage Your requests to Us.
- **For business transfers:** We may use Your information to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by Us about our Service users is among the assets transferred.
- **For other purposes:** We may use Your information for other purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Service, products, services, marketing and your experience.

We may share Your personal information in the following situations:

- **With Service Providers:** We may share Your personal information with Service Providers to monitor and analyze the use of our Service, to contact You.
- **For business transfers:** We may share or transfer Your personal information in connection with, or during negotiations of, any merger, sale of Company assets, financing, or acquisition of all or a portion of Our business to another company.
- **With Affiliates:** We may share Your information with Our affiliates, in which case we will require those affiliates to honor this Privacy & Cookie Policy. Affiliates include Our parent company and any other subsidiaries, joint venture partners or other companies that We control or that are under common control with Us.
- **With business partners:** We may share Your information with Our business partners to offer You certain products, services or promotions.
- **With other users:** when You share personal information or otherwise interact in the public areas with other users, such information may be viewed by all users and may be publicly distributed outside.
- **With Your consent:** We may disclose Your personal information for any other purpose with Your consent.

### **Retention of Your Personal Data**

The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy & Cookie Policy. We will retain and use Your Personal Data to the extent necessary to



comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

### **Transfer of Your Personal Data**

Your information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of Your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction.

Your consent to this Privacy & Cookie Policy followed by Your submission of such information represents Your agreement to that transfer.

The Company will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy & Cookie Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.

### **Disclosure of Your Personal Data**

#### **Business Transactions**

If the Company is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Privacy & Cookie Policy.

#### **Law enforcement**

Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

#### **Other legal requirements**

The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:

- Comply with a legal obligation
- Protect and defend the rights or property of the Company
- Prevent or investigate possible wrongdoing in connection with the Service
- Protect the personal safety of Users of the Service or the public
- Protect against legal liability

### **Security of Your Personal Data**



The security of Your Personal Data is important to Us but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, we cannot guarantee its absolute security.

### **Children's Privacy**

Our Service does not address anyone under the age of 13. We do not knowingly collect personally identifiable information from anyone under the age of 13. If You are a parent or guardian and You are aware that Your child has provided Us with Personal Data, please contact Us. If We become aware that We have collected Personal Data from anyone under the age of 13 without verification of parental consent, we take steps to remove that information from Our servers.

If We need to rely on consent as a legal basis for processing Your information and Your country requires consent from a parent, we may require Your parent's consent before We collect and use that information.

### **Links to Other Websites**

Our Service may contain links to other websites that are not operated by Us. If You click on a third-party link, You will be directed to that third party's site. We strongly advise You to review the Privacy & Cookie Policy of every site You visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.

### **Changes to this Privacy & Cookie Policy**

We may update Our Privacy & Cookie Policy from time to time. We will notify You of any changes by posting the new Privacy & Cookie Policy on this page.

We will let You know via email and/or a prominent notice on Our Service, prior to the change becoming effective and update the "Last updated" date at the top of this Privacy & Cookie Policy.

You are advised to review this Privacy & Cookie Policy periodically for any changes. Changes to this Privacy & Cookie Policy are effective when they are posted on this page.

### **Contact Us**

If you have any questions about this Privacy & Cookie Policy, You can contact us:

- By email: [info@aurica.ca](mailto:info@aurica.ca)