

Ideascape, Inc. Business Disclaimer and Privacy Policy

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This Disclaimer, along with the Privacy Policy, governs your access to and use of Ideascapeinc.com, including any content, functionality and services offered on or through Ideascapeinc.com (the "Website"), whether as a guest, Subscriber or a registered user. The Disclaimer and Privacy Policy also apply to the consulting and services provided by us, although additional specifics regarding policies, disclaimers and terms are detailed in letters of agreement or contracts with clients.

By using this Website you agree to the Privacy Policy and agree to be bound and abide by the Disclaimer. If you choose not to agree to the Privacy Policy or Disclaimer, you must not access or use the Website.

WEBSITE CONTENT IS NOT PROFESSIONAL ADVICE

All information contained on this Website, information referenced on this Website and resources available for download through this Website are for educational, informational and reference purposes only. This information is not intended as, and shall not be understood or construed as, professional advice outside the business communication expertise of the Company, such as legal or financial advice. While the employees and/or owners of the Company are professionals and the information provided on this Website relates to issues within the Company's area of professional work, the information contained on this Website and provided by the Company's professionals is not a substitute for advice from a legal, accounting, management or consulting professional who is aware of the facts and circumstances of your individual situation in relation to their licensed or professionally designated expertise.

The Company has made every effort to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information. Neither the Company nor any of its employees or owners shall be held liable or responsible for any errors or omissions on this Website, materials available from the Company and by its professionals or for any damage you may suffer as a result of failing to seek competent advice from a specialized professional who is familiar with your situation.

WEBSITE USE DOES NOT ESTABLISH A PROFESSIONAL-CLIENT RELATIONSHIP

Use of this Website does not create a professional-client relationship between you and the Company or any of its professionals. including implementation of any suggestions set out in this

Website and/or use of any resources available on it. Only a letter of agreement or contract establishes a professional-client relationship. A business relationship will be based on various requirements, such as fee arrangements, scope of work, work process and other factors. A professional-client relationship shall only be established after a letter of agreement and/or contract is signed by both parties.

USER'S PERSONAL RESPONSIBILITY USING THIS WEBSITE

Use of this Website—and later by accepting the terms of a letter of agreement or contract—means that you accept personal responsibility for the results of your actions related to the information provided. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available on this Website or any resources available for download from this Website. You agree to use proper judgment and conduct due diligence before taking any action or implementing any plan or policy suggested or recommended on this Website. The Company makes no guarantees about results in using information on this Website nor by the services provided on agreement or contract by the Company.

ERRORS AND OMISSIONS

By using this Website you acknowledge that it is a public resource of general information and information about the Company's services that is intended, but not promised or guaranteed, to be correct, complete, and up-to-date. Reasonable steps have been taken by the Company to ensure that the information contained in this Website is accurate, but we cannot represent that it is free of errors. You accept that the information contained on this Website may be erroneous and agree to conduct due diligence to verify any information obtained from this Website and/or resources available on it prior to taking any action. You expressly agree not to rely solely upon any information contained in this Website. Additional policies and disclaimers regarding errors and omissions may be detailed in letters of agreement and contracts between the Company and clients.

REVIEWS AND ENDORSEMENTS

On occasion, we may provide reviews or recommendations of products, services, or other resources related to business communications and other business topics. This may include reviews of books, services, outside enterprises and/or software applications. Any such reviews or recommendations will represent the good-faith opinions of the author of such review or recommendation. We do not accept payment or other consideration for reviews or recommendations at this time. Any change in this policy shall be covered in a revision of this document. You recognize that you should conduct your own due diligence and should not rely solely upon any reviews provided on this Website.

The Company may refer to products, services, consultants, and/or experts not affiliated with the Company. Any such reference is not intended as an endorsement or statement that the information provided by the other party is accurate. It is your responsibility to conduct your own due diligence and make your own determination about any such product, service, consultant, and/or expert.

TESTIMONIALS

Testimonials from clients and customers of the products and services may be published on this Website or by the Company in other materials. The testimonials are actual statements made by clients and/or customers and have been truthfully conveyed. The results obtained by these clients and/or customers are not necessarily typical. You specifically recognize and agree that the testimonials are not a guarantee of results that you or anyone else will obtain by using any products or services offered on this Website or by the Company.

NO WARRANTIES AND GUARANTEES

The Company makes no warranties or guarantees regarding the performance or operation of this Website or performance of the Company's professionals in the performance of their work for clients. The Company further makes no representations or warranties of any kind, express or implied, as to the information, contents, materials, documents, programs, products, books, or services included on or through this Website. To the fullest extent permissible under the law, the Company disclaims all warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose.

LIMITATION OF LIABILITY

You agree to absolve the Company of any and all liability or loss that you or any person or entity associated with you may suffer or incur as a result of use of the information contained on this Website, the resources you may download from this Website, and/or the services provided by the Company. You agree that the Company shall not be liable to you for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of this Website or services provided by the Company.

The information, software, products, and services included in or available through the Website may include inaccuracies or typographical errors. Changes and updates are periodically made to the information herein.

The Company and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related

graphics contained on the Website for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. Therefore, the Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement. Copyright for content not originally produced by the Company is retained by the entity that produced it and appropriate credit shall be given if or when that material is published on the Website or in other materials.

To the maximum extent permitted by applicable law, in no event shall the Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Website, with the delay or inability to use the Website or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Website, or otherwise arising out of the use of the Website, whether based on contract, tort, negligence, strict liability or otherwise, even if the Company or any of its suppliers has been advised of the possibility of damages. In states/jurisdictions that do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply. If you are dissatisfied with any portion of the Website, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Website or terminate your relationship with the Company in the manner agreed to in the letter of agreement or contract.

Ideascape, Inc. Website Privacy Policy

This privacy policy was updated June 2020.

Ideascape, Inc.'s Website is General Data Protection Regulation Compliant

Note that privacy protection and confidentiality regarding information exchanged between Ideascape, Inc. and the client shall be covered in a letter of agreement or contract between Ideascape, Inc. and the client.

This privacy policy outlines what information ("PERSONAL DATA") is collected from you ("VISITOR" and also applied to as "Subscriber" if cases of subscription services) and how that information is handled by Ideascape, Inc. (the "COMPANY"). All is done in accordance with the recent General Data Protection Regulation (GDPR).

Summary: The Company provides various ways for you to add your personal information to their database. By clicking on "Submit" "Sign-up" and or any other button that has a similar meaning you are providing your explicit consent to be added to the Company's communication system. The Company may use any reasonable means of communicating with you based on the information

you provide. You may opt-out of this at any time by clicking on the “unsubscribe” button included on all email communication or other communication sent to you by other means.

The Company respects the privacy concerns of the users of its Website www.ideascapeinc.com and the services and or goods provided on it (the “SITE”). The Company provides this privacy statement to explain what information is gathered during a visit to the site and how such information may be used. Please also review the Disclaimer at www.ideascapeinc.com which also govern your use of this site.

USE OF INFORMATION

As a general policy, no personally identifiable information (“PERSONAL DATA”), such as your name, address, or e-mail address, is *automatically* collected from your visit to the site. Any personal data collected by the site must be voluntarily entered by the Visitor.

Non-personal data is recorded by the standard operation of the Company’s computers or the internet servers the Company uses. Information such as the type of browser being used, its operating system, and your IP address are recorded to enhance your online experience.

Any personal data is information that specifically identifies you (name, email address, phone number) can be used to specifically locate you from within the Company’s database and or record storage/management system.

The site’s mailing lists, downloads, special offers, registration forms, and surveys may request that you give the Company contact information such as:

- Name
- Email address
- Phone number

Information submitted at the time of submission will be used by the Company to:

- To communicate with you regarding products you have subscribed to as a Visitor, send you our blogs or to send other business related information;
- Email Visitor the requested information from the Company;
- Email Visitor an occasional newsletter from the Company;
- Provide Visitor access to the requested content from the Company;
- Contact you directly upon your request.

Personal data submitted voluntarily by the Visitor is held:

- Within the Company’s site and database;
- Until the Visitor requests to be unsubscribed;

- The Company will ask Visitor periodically if he or she wants to continue as a Visitor to the Company.

LEGAL BASIS FOR USE OF INFORMATION

The Company is legally processing Visitor's personal data based on the following as are applicable:

- The Visitor has given his or her explicit and voluntary consent to the Company;
- Vendors serving the Company have a contract with the Company that necessitates the Company having his or her personal data.

USE TO THIRD PARTIES

Personal data is never sold, leased, or shared with any third parties. A *third party* is a Company *outside of the* Visitor or client-Company relationship.

USE LEGAL OBLIGATIONS PERTAINING TO VISITOR INFORMATION

The Company may disclose Visitor information in special cases when required by legal and or law enforcement and *only* when required by law.

If the Company has reasonable reason(s) to believe that disclosing personal data held by the Company is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference (either intentionally or unintentionally) with the Company's rights or property, other users of the site, and or anyone else that could be harmed by such activities, then the Company will work with the appropriate and legitimate law enforcement and or legal authorities to make sure that the personal data is handled in accordance with the applicable laws.

VISITOR'S RIGHTS

As a Visitor and/or user of the site, you have the following rights:

- Transparent information from the Company regarding how they communicate and interact with the Visitor or client;
- The right to hear back from the Company regarding any inquiry into Visitor's personal data;
- To request correction of personal data from the Company;
- Access to Visitor's personal data including knowing the purposes that the data is used for;
- Data portability of personal data (having a record provided to you that is readable and commonly used that outlines the personal data the Company retains);

- To file a complaint with the supervisory authority;
- To object to processing of personal data the Company shall no longer process the Visitor's personal data unless the Company demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the Visitor or for the establishment, exercise or defense of legal claims;
- To request deletion from the Company's records provided that there are not overriding legal, public interest or legitimate interests;
- To a restriction on the processing of the personal data; and/or
- The right to unsubscribe at any time (withdraw consent).

PROFILING PERSONAL DATA

By accepted definition, profiling means any form of automated processing of personal data consisting of the use of personal data to evaluate certain personal aspects relating to a Visitor. Specifically, this means to analyze or predict aspects concerning that Visitor's performance at work, economic situation, health, personal preferences, interests, reliability, behavior, location or movements. The Company does not engage in any sort of profiling of its Visitor based on personal data.

USE OF COOKIES ON THE WEBSITE

Cookies are pieces of information that a Website transfers to an individual's computer's memory for record keeping and operational purposes. Cookies may make using the Company's site easier or more functional by retaining passwords and preferences automatically. Cookies are restricted for use only on Company's site and do not transfer personal data to any other party. Most browsers are initially set up to accept cookies. You have the option of resetting your browser to refuse all cookies or indicate when a cookie is being sent, as well as to delete all cookies after visiting Websites. Your browser should include instructions regarding this matter.

Be aware that if you choose to disable your cookies setting or refuse to accept a cookie, some parts of the site may not function properly or may be considerably slower.

The Company uses cookies on the site such as those to track your active admin session so you don't need to re-login (session cookie) and/or track whether the user wishes their admin previewing bar to be hidden (admin bar hidden).

MALWARE, SPYWARE OR VIRUSES

Neither the Company nor the site knowingly permit the use of malware, spyware, viruses, and/or other similar types of software. Content appearing and available on the site is scanned for malware, spyware, viruses, and/or other similar types of software. However, the Company and its

Website hosting service cannot guarantee that the site's content is 100% free of these threats, as no entity can make that guarantee. All reasonable efforts are made by the Company and hosting services to protect Visitors and clients from malware, spyware, viruses, and/or other similar types of software being transferred to Visitors and clients by the exchange of data.

LINKS TO EXTERNAL SITES

The Company is not responsible for the content or practices of third-party Websites that may be linked to the site or referred to on the site. The Company is also not responsible for any information that you might share with such linked Websites. You should refer to each Website's respective privacy policy and practices prior to disclosing any information.

OPT OUT OR REMOVAL OF YOUR INFORMATION

The site provides the Visitor the opportunity to opt-in to receive communications from the Company at the point(s) where personal data information is required to be voluntarily entered by the Visitor.

The Visitor always has the option of removing their personal data from any communications list in order to discontinue any such future communications. To ensure immediate removal from any list, follow the specific instructions set forth within the communications you receive from the Company, which you no longer wish to receive, such as an "unsubscribe" link or instruction.

If you are unsuccessful or have difficulty completing the instructions specified in any such communication, email the Company at info@ideascapainc.com and simply request to unsubscribe to the communications at issue with the associated email address. For example, include a note such as these:

- Unsubscribe from all communications from the Company.
- Unsubscribe from a specific set of communications from the Company.

CONTACT INFORMATION

If you have any complaints or concerns about the Company or about this privacy statement, please contact: info@ideascapainc.com Information provided by you via general email inquiries to the Company such as your email address is used only to respond to your inquiries in the ordinary course of business and is never shared with third parties.

DATA SECURITY

Security for all personal data is extremely important to the Company. Unfortunately, no data transmission over the internet or stored on various servers can be guaranteed to be 100% secure.

As a result, while the Company and its hosting service strive to protect Visitor's personal data, the Company cannot ensure or warrant the security of any personal data the Visitor transmits via the internet. By transmitting any such information to the Company, Visitor accepts that he or she does so at their own risk.

CUSTOMER INFORMATION AS AN ASSET OF THE COMPANY

Customer lists and information are properly considered assets of a business. If Company merges with or sells its assets to another entity, the Company's customer list and information would be included among the assets transferred. All Visitors will be given the opportunity to unsubscribe both before and after the merger or sale.

YOUR ACCEPTANCE OF THESE TERMS

By using the site, the Visitor accepts the policies and restrictions set forth in this Online Privacy Policy. If you do not agree to this policy, please do not use the site. This Online Privacy Policy may be revised from time to time by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Online Privacy Policy to which you are bound.