

# BILL GOSLING OUTSOURCING PRIVACY POLICY - Trinidad and Tobago

### Who Are We

This Site privacy policy ("Privacy Policy") describes how Bill Gosling Outsourcing Corp. and its subsidiaries and affiliates (the "Company", "we", "our"), may collect, use and disclose information about you through your use of this Site ("the Site") or as a result of that use.

BEFORE USING THE SITE OR PROVIDING INFORMATION TO US, PLEASE CAREFULLY REVIEW THIS PRIVACY POLICY. BY USING THE SITE, INCLUDING REGISTERING FOR AN ACCOUNT OR ACCESSING THE SITE, YOU AGREE THAT WE MAY COLLECT, USE AND DISCLOSE YOUR INFORMATION IN ACCORDANCE WITH THIS PRIVACY POLICY, AS REVISED FROM TIME TO TIME. IF YOU DO NOT ACCEPT AND CONSENT TO BE BOUND BY THESE TERMS, THEN YOU MUST NOT USE OR ACCESS THE SITE.

If you have any questions or comments about our Privacy Policy or our practices, or if you would like to correct, complete, or supplement any of your information we maintain, please contact us as follows:

Bill Gosling Outsourcing Corp. Attention: Privacy Commissioner 16635 Yonge Street Suite 26 Newmarket, ON L3X 1V6



# **Our Commitment**

We are committed to respecting the personal privacy of the individuals we deal with. We will comply with relevant federal, provincial/state legislation as it relates to the processing of your information.

This Privacy Policy describes the Company's policies and practices regarding its collection, use, maintenance, and disclosure of your personal data, and sets forth your privacy rights. This Privacy Policy applies both to the Company's online information gathering and dissemination practices for Company's web applications including the Site, and information collected or received offline, whether directly from you or from other sources. If you have arrived at this Privacy Policy by clicking through a link on the Site, or by searching for or clicking on a link directing you to any page of the Site, then this Privacy Policy applies to you. When you use the Site, you consent to the use of your information in the manner specified in this Privacy Policy. This policy may change periodically, as we undertake new personal data practices or adopt new privacy policies, so please check back from time to time for updates to the policy posted here. Updates become effective immediately upon posting unless otherwise stated. By your continued use of the Site, you consent to the terms of the most recently revised and posted policy. Use of the Site is strictly limited to persons who are of legal age in the jurisdictions in which they reside. You must be at least eighteen (18) years of age to use the Site. If you are not at least 18 years of age, please do not use or provide any information through this Site.

### **Personal Information We Collect**

We may collect personal information through your use of the Site or any services we provide to you, including when you register on the Site, use interactive features such as message boards or other communications functionality, subscribe to receive our communications, update your account information, respond to surveys and questionnaires, rate or review services, contact us with questions or comments, connect with us through social networks, submit user generated content, or participate in our online forums and social media platforms.



The personal information we may collect includes your name and contact information (email, address and phone number), job search criteria and preferences, employment experience, educational history, skills, reference information, background information, other information contained in your resume or other employment and career-related information that you provide, responses to Our questions that You provide via video and text message, publicly available social media profiles associated with your email address, and any login ID or email address and password created by You.

Like most Sites, however, the Site automatically collects certain non-personally identifiable information during a user's visit.

- More specifically:
  - I. IP Address Each time a user visits the Site, we may automatically collect an internet protocol (IP) address and the web page from which the user was directed to the Site. In order to administer and optimize the Site and to diagnose and resolve potential issues or security threats to the Site or to the Company, we may use an IP address to help identify users and to gather broad demographic information about them.
  - II. Cookies, Pixel Tags, And Web Beacons Cookies are small files that a site or its service provider transfers to a user's device through the web browser (if you allow) that enables the site's or service provider's systems to recognize the browser and capture and remember certain information. We use cookies to optimize Site functionality and improve a user's experience while navigating through the Site. Most or all browsers permit you to disable or reject cookies. You can do this by adjusting your preferences in the browser.

The Site may incorporate "pixel tags," "web beacons," or similar tracking technologies (collectively, "pixel tags") that track the actions of Site users. Pixel tags are used to collect information, such as the internet service provider, IP address, the type of browser software and operating system being used, the date and time the



Site is accessed, the Site address, if any, from which a user linked directly to the Site and/or the Site address, if any, to which the user travels from the Site and other similar traffic-related information.

We may aggregate information collected from Site visits by various users to help us improve the Site and the services that we provide through the Site.

- III. Do Not Track The Site tracks when visitors enter through a landing page. The Site also keeps a record of thirdparty Sites accessed when a user is on the Site and clicks on a hyperlink. But we do not track users to subsequent sites and do not serve targeted advertising to them.
- IV. Analytics Information Web servers for the Site may gather anonymous navigational information about where
  visitors go on the Site and information about the technical efficiencies of the Site and services. Anonymous
  information does not directly or indirectly identify, and cannot reasonably be used to identify, a particular individual.
  Examples of anonymous information may include certain information about the internet browser, domain type,
  service provider and IP address information collected through tracking technologies and aggregated or deidentified data. We use anonymous analytics information to operate, maintain, and provide to you the features and
  functionality of the Site, improve our services, analyze trends and administer our web applications.

# How We Use the Information We Collect

We may use the information we collect about you for purposes such as:

- To register you with the Site;
- To provide you with information regarding employment opportunities and career-related information;
- To provide you with information or services that you request;
- To communicate with you about our services or your use of Our Site;



- To administer and improve our services or Site, and to tailor them to your usage or preferences;
- To protect the Site against online threats such as spam bots and malware;
- To conduct research and analysis;
- To enforce this Privacy Policy of the Site or otherwise manage Our business;
- To comply with legal and regulatory requirements; and
- If you have provided an express consent, or if we have an implied consent or an exemption under Canada's Anti-Spam Legislation, and if you have not opted-out of receiving such communications, to send you automated emails, text messages, or other communications containing promotional messaging. You can opt-out of receiving promotional messages by following the instructions contained in the communication or by contacting us as indicated under the heading "Contact Us".

### Limiting Use, Disclosure and Retention

From time to time, we may share your personal information with our affiliates, service providers, other third party business partners (and their service providers), such as in the following circumstances:

- To conduct research and/or analysis regarding products, consumers and other matters;
- To allow us to better understand your interests, activities, demographics and profile; or
- To prevent such parties from sending messages on our behalf to people who have asked us to not send such messages.

We rely on third party service providers to perform a variety of services on our behalf, and we may disclose your personal information to such service providers. We will require these parties to maintain the confidentiality of your personal information, and will not authorize them to use the personal information we provide for their direct marketing purposes unless we have explicitly given you the option to opt-in or opt-out of such disclosure.



Additionally, we will use and disclose personal information we believe to be permitted, necessary or appropriate: (a) under applicable law, including laws of jurisdictions in any country that may be applicable; (b) to comply with legal process; (c) to respond to requests from public and government authorities including public and government authorities from any country that may be applicable; (d) to enforce our terms and conditions; (e) to protect our operations or those of any of our affiliates; (f) to protect our rights, privacy, safety or property, and/or that of our affiliates, you or others; and (g) to allow us to pursue available remedies or limit the damages that we may sustain.

We may share, with third parties, aggregated, statistical, or anonymous information that does not identify you.

We also may disclose or transfer information to a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings).

We may share your personal information with our clients pursuant to a written contract through which we act as a service provider.

Some of our employees may be given access to personal information collected by us insofar as their duties require access for the purposes outlined. Our employees are governed by a non-disclosure agreement prohibiting disclosure or use of any confidential or personal information for any purposes other than the stated purpose.

Personal information that is no longer required will be destroyed or erased. We retain personal information only for as long as it is required for our business purposes or as required by federal and provincial/state laws.

### **Protecting Personal Information**



Safeguarding personal information is important to us and we are fully accredited to the ISO Information Security Management System (ISO 27001). We have implemented physical, electronic and procedural security safeguards to protect against the unauthorized release of or access to personal information. We provide training to educate our personnel about the meaning and requirements of our Privacy Policy. Personal information is accessible only by appropriate personnel who have a business need for the information.

### Accuracy

We take reasonable steps to ensure that the personal information under its control is as accurate, complete and up-todate as is necessary for the purposes for which it is to be used.

We will not routinely update personal information, unless such a process is necessary to fulfill the purposes for which the information was collected. We will take reasonable steps to ensure that personal information that is used on an ongoing basis, including personal information that is disclosed to third parties, is accurate and up to date.

# **Rights to Access**

You have a general right to access the information about you that we have in our records. To obtain a copy of the information we have about you, please forward a request in writing to our office at:

Bill Gosling Outsourcing Corp. Attention: Privacy Commissioner 16635 Yonge Street Suite 26 Newmarket, ON L3X 1V6



We will respond to your request to access your personal information within a reasonable time, and not later than 30 days after receipt of the request or in accordance with applicable legislation.

For your protection, we will take steps to confirm your identity before providing you with this information. If information about you in our records is incomplete or inaccurate, you may ask us to make corrections to it. We will update our records as necessary upon verification.

# Normal Site Usage

Cookies are small text files which are transferred from our Sites, applications or services and stored on your device. We use cookies to help us provide you with a personalized service, and to help make our Sites, applications and services better for you.

Under Data Protection Regulations, visitors to our Site must consent to being tracked. This means, when you visit our Site you will be given a Cookies Notification that will explain that the Site uses cookies and giving you the opportunity to opt in to us collecting your data. If you do not chose to opt in, our Site will not collect or store your data

Information on what we do with the data we collect and how long we retain this data can be found above.

# **Our Internet Services**

In order to use certain Internet services, we require personally identifying information we can use to verify you as our customer. We use this to identify and access data in the existing relationship we have with you to provide you with the requested services. Providing your e-mail/text address is optional, except when you request an Internet delivered service, then it is necessary for us to have in order to honor your request and we will require specific permission from you to communicate with you via e-mail/text.



# How to Register a Privacy-Related Complaint

We will investigate all complaints and we will take appropriate measures, including amending policies and procedures if required.

You may register a privacy-related complaint by contacting our Compliance team at:

Canada Bill Gosling Outsourcing Corp. Amanda Faris, Privacy Officer Attention: Compliance Department 16635 Yonge Street, Suite 26 Newmarket, ON L3X 1V6 customerservice@aiccorp.com Or 1-877-451-2594

US Allied International Credit Corp., (US) Amanda Faris, Privacy Officer 6800 Paragon Place, Suite 400 Richmond, VA 23230

UK Allied International Credit (UK) Limited Steven McSherry, Data Protection Officer



Anderston House 389 Argyle Street Glasgow G2 8LR

Costa Rica Bill Gosling Outsourcing Costa Rica S.R.L. Amanda Faris, Privacy Officer C.C. El Cafetal Fase 2, Edificio E, 3er Piso La Ribera de Belén, Heredia, 40472

Philippines AIC Philippines – Federico Del Carmen, Data Protection Officer 16F Three World Square Upper McKinley Road Fort Bonifacio, Taguig 1634 Metro Manila

We are committed to working with you to obtain a fair and rapid resolution of any complaints or disputes about privacy and the handling of your personal information. If after contacting our Compliance team, you still have unresolved concerns with respect to our handling of your personal information, please write to our Privacy Commissioner at:

Bill Gosling Outsourcing Corp. Attention: Privacy Commissioner 16635 Yonge Street Suite 26 Newmarket, ON L3X 1V6



### Changes

Company may, at its sole discretion, change, update, add, or remove portions of this Privacy Policy, at any time by posting an amended Agreement on the Site. Any changes will be effective immediately upon posting. It is your responsibility to check this Privacy Policy periodically for updates. You will be able to determine if this Agreement has been changed since your previous visit by viewing the "Last Updated" date that appears at the top of this Agreement. Your continued use of the Site following the posting of changes constitutes your acceptance of the updated Agreement.

Without limiting the generality of anything else, Company makes no commitment, and disclaims any duty, to update this Site or any of the information obtained through this Site, and it shall not be responsible for any errors or omissions in the Site. The Site is provided by Vidcruiter Inc., and Vidcruiter Inc. is not responsible for any claims or liabilities relating to your use of the Site (including access to and use of the Shareable Link Profile Service and processing of your personal information).

### **Proprietary Information**

Permission is granted to download and print materials from this Site only for the purpose of viewing, reading, and retaining for reference the materials for personal, non-commercial purposes. Any other copying, distribution, or modification of or preparation of derivative works based upon, or any framing, capturing, harvesting, or collection of, or creating of hypertext or other links or connections to, this Site or any materials on this Site, whether in electronic or hard copy form, without the express prior written permission of Company is strictly prohibited. Removing or altering any copyright notice or any other proprietary notice on any Site materials is strictly prohibited.



All names, trademarks, service marks, symbols, slogans, or logos (the "Marks") appearing on the Site are proprietary to Vidcruiter Inc., the Company or its affiliates. Use or misuse of these trademarks without advance written consent from Company is expressly prohibited and may violate federal or common law trade mark and or copyright law. Marks may not be used without Company prior written consent and may not be used in connection with any product or service that is not the property of Company, in any manner that is likely to cause confusion among customers as to source or sponsorship, or in any manner that disparages, tarnishes, dilutes, or discredits Company.

All information you submit to Company via the Site may be considered to be the property of Company subject to the limitations specified in our Privacy Policy located elsewhere on this Site, Company is free to utilize any information You submit to this Site for any purpose whatever, including, but not limited to, creating and marketing products, information or services using such information. By submitting information You automatically grant Company the royalty –free perpetual, non-exclusive right and license to use, reproduce, modify, publish, translate, create derivative works from, redistribute, transmit, perform and display any submission throughout the universe and to incorporate the information in any form, media or technology now known for the full term of any rights that may exist in any such submission.

### **Disclaimers of Warranty and Liability**

THE INFORMATION AND SERVICES PROVIDED ON THIS SITE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE USE OF THE SITE AND THE APPLICATIONS, SERVICES, AND LINKS PROVIDED THEREIN.

NO INFORMATION PROVIDED BY COMPANY AND/OR COMPANY'S EMPLOYEES OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY. COMPANY DOES NOT WARRANT THAT THE INFORMATION OR SERVICES OFFERED ON THE SITE, LINKED SITES, OR AS OTHERWISE ACCESSIBLE ON OR TRANSMITTED FROM THE SITE WILL BE UNINTERRUPTABLE OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE FROM THIS SITE OR ANY OTHER SITE IS FREE OF VIRUSES



OR OTHER HARMFUL COMPONENTS. COMPANY DOES NOT PROMISE THAT YOUR USE OF THE SITE WILL PROVIDE A SPECIFIC RESULT.

YOU UNDERSTAND THAT ACCESS TO THE SITE MAY FROM TIME TO TIME BE OR BECOME UNAVAILABLE, DELAYED, OR OTHERWISE LIMIT ADEQAUTE USABILITY DUE TO HARDWARE FAILURE, TELECOMMUNICATION FAILURES/INTERRUPTION, NETWORK OR SERVER FAILRUES, VIRUSES, ERRORS, INCOMPATIBILITY OF SYSTEMS, OR OTHER THINGS THAT MAY BE A RESULT OF THE END USER'S EQUIPMENT, CONNECTIONS, OR OTHER CAUSES OUTSIDE THE CONTROL OF COMPANY. IN THE EVENT AN INTERRUPTION OF SERVICE OR OTHER FAILURE CAUSES HARM TO YOU OR OTHER SITE USER, COMPANY SHALL NOT BE HELD RESPONSIBLE OR BE LIABLE FOR ANY SUCH DAMAGE, LOSS, INACCURACY, ADEQUACY, INCOMPLETION OF INFORMATION OR SERVICES, ETC.

YOU UNDERSTAND AND AGREE THAT IN THE EVENT YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THIS SITE YOU DO SO AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOU, YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE OR DOWNLOAD OF SUCH MATERIAL OR DATA.

YOU, AS A USER OF THE SITE, ASSUME RESPONSIBILITY FOR YOUR USE AND UNDERSTAND THAT THESE DISCLAIMERS AND LIMITATION OF LIABILITY ARE A MATERIAL PART OF THIS AGREEMENT. YOU UNDERSTAND THAT YOUR SOLE REMEDY AGAINST COMPANY FOR LOSS OR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. EXCEPT AS PROHIBITED BY LAW, COMPANY WILL NOT BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

### Indemnification

You agree to defend indemnify, and hold harmless Company and all of its respective owners, directors, officers, employees, representatives, proprietors, partners, shareholders, clients, contractors, consultants, principles, agents, predecessors, successors, affiliates, assigns, accountants, and attorneys from and against any and all suits, actions,



claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs and expenses (including, without limitation, attorneys' fees and litigation expenses) made against Company by any third party which may result or arise from, directly or indirectly, any breach by You of this Privacy Policy or Your use of the Site.

### Use of the Internet

There are inherent dangers in the use of any software found on the Internet, and Company cautions You to make sure that You completely understand the risk before retrieving any software on the Internet. Company is not responsible for any content, information, products, services, or software offered by any other party or at any other site. Company does not control, endorse, promote, or have any affiliation with any other site unless expressly stated herein.

### **Privacy and Security Statement**

Although Company strives to protect the personal information of Site users, You acknowledge and agree that there are security and privacy limitations beyond Company's control. The security, integrity, and privacy of internet transmissions and information exchanged between Company and Site users cannot be fully guaranteed; You understand such transmissions and information may be intercepted, viewed, or tampered with in transit by a third party, even if encrypted.

You agree to comply with any security processes and procedures (such as the use and confidentiality of passwords) specified by Company with respect to access to or use of this Site. The obligations set forth in this Section shall survive termination of the Privacy Policy.

### **Governing Law and Jurisdiction**



This Privacy Policy represents the entire agreement between You and Company with respect to the subject matter hereof, and supersede any and all prior and contemporaneous written and oral representations, understandings, and agreements, express and implied, and will be governed by and construed in accordance with the laws of the Province of Ontario without reference to its conflict of law rules. By accessing, viewing, or using the works, content, or materials on this Site, You consent to the exclusive jurisdiction of the courts presiding in Newmarket, Ontario, Canada, and agree to accept service of process by personal delivery or mail and hereby waive any and all jurisdictional and venue defenses otherwise available.

The Site is not intended for distribution to, or use by, any person or entity, or any jurisdiction or country where such distribution or use would be contrary to local law or regulation, would subject Company to any liability or would not give effect to all of the provisions in this Agreement. You may not access the Site or the content in such jurisdiction or country, or where such access is illegal or prohibited or where such access would subject Company or its affiliates to any liability. Those who choose to access this Site from such locations do so of their own volition and are responsible for compliance with applicable laws and regulations.

### Malicious and Illegal Activities Prohibited

It is prohibited to use the Site in violation of the terms herein, in any manner which could damage, disable, interrupt, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site or for any illegal activities. Illegal activities include, but are not limited to:

- Tampering with information data bases and software, unauthorized entry to other networks or computers;
- Trafficking in illegal products or substances;
- Violating civil rights laws or knowledgeable vandalism or destruction of online files or any other malicious, fraudulent or tortious activity;



- Transmit unsolicited e-mail messages ("Spam"), or obtain the services of another provider to send Spam to promote a Site hosted or otherwise accessible on or through the Site;
- Impersonate any person or entity, including, but not limited to, any Site employee, agent or representative; falsely state or otherwise misrepresent your identity or your affiliation with any person or entity; or express or imply that we endorse any statement You make;
- Intentionally interfere with or disrupt the operation of the Site;
- Attempt to gain unauthorized access to the Site or its services or information, whether by hacking, password mining or any other means;
- Test the vulnerability of the Site or any connected network to attempt to breach the security or authentication measures, without prior express written consent of Company;
- Frame or mirror all or any part of the Site without our prior express written consent of Company;
- Restrict or inhibit any other person from using the Site, including by means of hacking or defacing any portion of the Site;
- Interfere with or violate any other Site visitor's right to privacy or other rights, or harvest or collect personally identifiable information about Site visitors or users, or about our attorneys, other employees and representatives identified on the Site, without their express consent;
- Sell, resell, transfer, license or exploit, for any commercial purposes, any use of or access to the Site or its services or information;
- Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site.

You shall comply with all applicable laws, statutes, ordinances and regulations regarding Your use of the Site.

# General

The waiver or failure of Company to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of the other rights established under these Terms and Conditions, including



without limitation, the Privacy Policy. All rights and remedies given to Company in these Terms and Conditions are cumulative and not exclusive of any other rights or remedies which Company otherwise has at law or in equity. Any rights not otherwise expressly granted by these Terms and Conditions are reserved by Company Captions are for convenience only. If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect. Company may terminate, change, suspend or discontinue any aspect of this Site, including the availability of any features of the Site, at any time. Company may also impose limits on certain features and services or restrict Your access to part or all of the Site without notice or liability.

### Consent to Allow Electronic Communication of Account Information via Email/Text

You hereby authorize Company and its authorized service providers to communicate with You via email and text message (SMS), at an email address and/or telephone number provided by You through this Site, or otherwise obtained by Company with Your consent. You also agree to hold Company harmless for any disclosure to a third party via email or text message. You understand that You may still receive notifications from Company by regular mail for this or any other matter.

Communication transmission from this Site is provided through standard communication channels. Company requires Your consent to such transmission via email/text before such communication will be allowed.

# Risks

Please be aware that email/text communication can be intercepted in transmission or misdirected. Your use of email/text to communicate protected account information to us indicates that You acknowledge and accept the



possible risks associated with such communication. Please consider communicating any sensitive information by telephone, fax or mail. If You do not wish to have Your information sent by email/text, please contact the sender immediately.

# **Consent to Monitoring and Disclosure**

Company is under no obligation and does not assume any obligation to monitor the information included in, transmitted to, or made accessible via the Site. However, You agree that Company may monitor the Site in an effort to protect Site users and information of the Site and to comply with all applicable federal, state and/or local laws, rules and regulations. All information provided by the Company in connection with the Site that must be disclosed to any other person or entity to complete Your requested transaction will not be considered confidential for such limited purposes. Company shall be free to use, disclose and distribute such information to identified service providers, clients, and third parties without limitation in accordance with the confines of the law and as disclosed in this Privacy Policy.

### Passwords

In order to access certain features or Services offered on or through the Site, You may be required to create and access an account by entering a username and password. You shall hold your username and password in strict confidence and take reasonable efforts to keep your account information secure and confidential. Company is not liable for any losses arising from your failure to do so. Any activity that occurs within your account as a result of your failure to keep your account information secure and confidential is your responsibility, and you may be held liable for any loss incurred by Company or otherwise attributable to such failure, including unauthorized access to your account. In the event you determine that the confidentiality of your password or username has been breached, or suspect unauthorized use of your account information, you shall immediately notify Company.

### Termination



We may terminate or suspend our access to the Site at any time, with or without cause or notice, including if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms. Upon any such termination or suspension: (a) your right to access and use the Site will immediately cease; (b) We may immediately deactivate or delete your user name, password and account; (c) subject to applicable laws, We will be under no obligation to maintain or provide you with access to any materials associated with your account, and may retain or delete such materials in Our sole discretion; and (d) except for the license granted to you to access and use the Site, the remaining provisions of these terms will survive and continue in effect.