

Privacy Policy

McVagh Cunningham Group Ltd. is subject to the ***Personal Information Protection Act*** (PIPA), and is committed to protecting the privacy of our clients and employees.

It is McVagh Cunningham's goal to not only meet the obligations of the legislation, but to exceed the requirements by implementing "best practices" with respect to the collection, use, disclosure, access, protection and security of personal information.

Definitions

Contact Information is defined as any information that would enable an individual to be contacted at their place of work.

Personal Information is defined as recorded information about an identifiable individual (excluding contact information). Examples of personal information include: name, residential address and telephone number, ethnic origin, gender, marital status, employment history, financial information (including financial history), health care history, etc.

Collection of Personal Information

McVagh Cunningham collects personal information for the purpose of providing its services. Only the minimum amount of personal information that is required for, and relates directly to, the provision of its services is collected. Personal information is collected directly from the client unless the client consents in writing to the collection of information from a third party.

How Personal Information Is Used

McVagh Cunningham uses the personal information it collects to assess the client's financial situation, provide financial services, and offer products and services that may be of interest and benefit to the client, or for a use consistent with those purposes. Personal information will not be used for another purpose unless explicit consent is received from the client.

Personal Information Disclosure

McVagh Cunningham treats personal information in its custody and/or control with a high degree of confidentiality. Personal information is only disclosed for the purpose of providing the services for which it was collected (as described above), as required by law, or in specific circumstances with the consent of the individual. McVagh Cunningham does not sell, share or disclose your information to others for any type of mailing list. Personal information is not disclosed outside of Canada without an individual's explicit consent unless required by law.

Safeguarding of Personal Information

McVagh Cunningham administers the highest security standards to ensure the personal information in our custody and/or control is secure at all times. McVagh Cunningham ensures the physical and technical security of all data (including data at rest or in transit) meets all applicable security standards.

Using the McVagh Cunningham Website

The McVagh Cunningham website automatically collects and stores the following information from visitors to the website:

- the internet protocol address and domain name used (the internet protocol address is a numeric identifier assigned to either the individual's internet service provider or directly to the computer)
- the type of browser and operating system
- the date and time of the visit
- the webpage(s) accessed

Information automatically collected is used only for the purpose of administering the website, assessing system performance, improving services and website management. McVagh Cunningham does will not use this data to determine the inquirer's identity unless required to do so as part of an internal investigation for law enforcement purposes.

Use of this website is governed by the following terms and conditions which are subject to change without notice to you. Please read them carefully before using this site.

Limited license and use

McVagh Cunningham Group (the "Company") grants you a limited license to display the contents of this site on your computer and print, download and use the materials on this site solely for personal or educational purposes and for purposes of doing business with the financial security advisor, provided that the contents of the site are not modified in any way and that all copyright and other notices are maintained. You agree not to, or allow others to, directly or indirectly, attempt or disrupt, impair, or

interfere with, alter or modify this site or any of its content. You agree not to, or allow others to, directly or indirectly, collect or attempt to collect any information about others, including passwords, account, or other information. To use this site, you must have attained the minimum prescribed age in the jurisdiction in which you are resident to contract for the products and services. This site is for general information purposes only and is not intended to provide you with any personalized financial, insurance, legal, accounting, tax, or other professional advice. You will not rely on this site as a substitute for independent research or for personal advice from a licensed advisor of the Company. Nothing on this site constitutes an offer to buy or sell products or services of a financial services company or any other company. All products and services are subject to the terms and conditions of any applicable contracts. Financial products and services which may be referred to on this site are available only in jurisdictions where they may be lawfully offered for sale in Canada. Advisors may only solicit the sale of financial products and services for which they have been duly licensed in the jurisdiction in which the sale occurs. The use and content of this site, and the terms and conditions contained herein, shall be governed by the laws of the province in which the advisor resides, and you agree to attorn to the jurisdiction of the courts of that province.

Email Security

The security of e-mail communication cannot be guaranteed at this time. Any person wishing to communicate or send information of a private or confidential nature to the financial security advisor is encouraged to do so by other means.

General Disclaimer

The content of this site is provided solely for personal and educational purposes and for purposes of doing business with the Company and its advisors and is subject to modification without notice to you. While information posted on this site is believed to be reliable and accurate at the time of posting, the financial security advisor does not guarantee, represent, or warrant that the information contained on this site is accurate, complete, reliable, verified or error free.

The Company makes no express or implied representations or warranties regarding the usability or condition of this site, that this site will operate uninterrupted or error free, or that this site will operate in combination with any services or software used in connection therewith or that it shall be viewed consistently with all browser software or that any communication transmitted to or from this site is private, confidential, or secure.

The Company and its advisors expressly disclaim all representations, warranties or conditions, express or implied, statutory or otherwise, including, without limitation, the warranties and conditions of merchantable quality and fitness for a particular purpose, non-infringement, compatibility, timeliness, security or accuracy, and any representations, warranties or conditions that may arise from a course of dealing or usage of trade.

You assume full responsibility for risk of loss of any nature whatsoever resulting from your use of this site. Without limiting the generality of the foregoing, you acknowledge and agree that none of the Company, or any of its directors, officers, employees, advisors or agents shall be liable to you for loss of data, computer time or any loss or damage of any nature whatsoever arising out of or attributable in any manner whatsoever to your use or inability to use this site for any reason whatsoever or to any action or inaction on the part of the Company or for any direct, indirect, special or consequential damages, even if the financial security advisor has been advised of the possibility thereof, including but not limited to lost profits, lost opportunities or business revenues, loss of goodwill, or failure to realize expected savings.

Links to Other Websites

The McVagh Cunningham website includes links to webpages operated by other organizations. McVagh Cunningham has no responsibility for, liability, or control over these links or websites. Please refer to the individual privacy policies and terms and conditions of use for external sites.

Access to Personal Information and Questions Regarding Privacy

Inquiries, complaints, or access requests should be addressed to:

Deneen Cunningham, Privacy Officer

Tel: (250) 475-1108

Email: Deneen@mcgltd.ca

***McVagh Cunningham Group Ltd. may change this Policy when it is appropriate to do so.
It is recommended clients review the Policy regularly.***