

Privacy Policy

Kolam.ca has created this web site to provide an online platform for variation type of artist, painters, musician, designers and/or individual or group who wish to sign up. Kolam.ca is committed to maintaining your privacy. This privacy policy and agreement ("**Privacy Policy**") covers how we collect, use, and treat personal information that you may provide through our website (the "**Website**" or the "**Site**") or while participating in the services we offer at the Website (the "**Services**") in addition to information Kolam.ca may collect from third party sources. The terms "**you**" and "**your**" refer to any visitor to the Website, including (i) casual visitors to our Site, who do not participate in the Services ("**Site Visitors**"), (ii) bands and other music professionals who visit the Site to promote, introduce, and air their works, (iii) band affiliates such as managers, agents or other similar roles ("**Representatives**") who visit the site on behalf of the of bands and other music professionals whom they represent, and (iv) venues, promoters, licensors, music supervisors and anyone else engaged in booking or licensing music. The bands, other music professionals, agents, venues, promoters, licensors and music supervisors who are registered with our Site are collectively referred to as Registered Members ("**Registered Members**"). The terms "**Kolam.ca**", "**we**" and "**us**" refer to Kolam.ca.

1. Your Consent

Please read this Privacy Policy carefully; once you consent to this Policy's terms, it creates legal obligations on you and on kolam.ca. We ask you to show your consent to the terms of this Privacy Policy in different ways, depending on your relationship to the Site. The procedures for consenting to this Policy are (a) less formal if you are simply a casual Site Visitor, and (b) more formal if you are seeking to become a Registered Member on the Site. Representative must receive consent from the professionals whom they represent on the Site.

1.1 Consent by Site Visitor.

By accessing and using our Website as a Site Visitor, you are acknowledging that you have read and understood this Privacy Policy and agree to be legally bound by it. If you do not agree with the terms of this Privacy Policy, please refrain from using our Site.

1.2 Consent by Registered Members.

If you select to join as a Registered Member of the Site, you will be prompted to click an "I Accept" button linked to this Policy during the registration process. Clicking "I accept" confirms your agreement to be bound by this Privacy Policy.

2. The Types of Information You May Provide

Information you may provide while visiting our Site or while participating in our Services falls into two broad categories: (i) personally identifiable information, and (ii) aggregate information. We use the term "**Personally Identifiable Information**" to mean any information that could reasonably be used to identify you, including your name, address, e-mail address, birth date, financial information, photograph, telephone number, social media presence or any combination of information that could be used to identify you. "**Anonymous Information**" is information that does not identify you, and may include statistical information concerning, for example, your

use of our Services, your access to works by our Registered Members, or the pages on our Site that you visit most frequently. These two categories of information can be further divided into (iii) information that we collect and that you provide us ("**Site-Directed Information**"), and (iv) information you intend to provide or make available to Site Visitors other Members on our Site ("**Registered Member-Directed Information**").

Our Privacy Policy governs all Site-Directed Information – whether this information is personally identifiable information or anonymous information – and does not govern Member-Directed Information, as we have no direct control over the collection or use of Registered Member-Directed Information shared, for example, through our proprietary or other messaging services. Koloam.ca is not responsible for Registered Member-Directed Information shared by a Representative on behalf of the music professionals they represent or purport to represent.

3. Personally Identifiable Information and Anonymous Information; Our Uses of This Information

As a Site Visitor, we allow you to decide whether you wish to provide us with Personally Identifiable Information. Accordingly, we have structured our Website so that you may visit our Site, and fill out selected information about your identity or providing any Personally Identifying Information.

We will only share Site-Directed Personally Identifiable Information you choose to provide or grant us access to with third parties as disclosed on our Site. We will not share that information in any other way.

We collect additional information from Site Visitors and Registered Members, including Site-Directed Personally Identifiable Information or Registered-Member Directed Information, at different points on our Website and through our Services, and use this information as detailed below.

3.1 Registration Information; Profile.

In order to participate in our Site's Services as a Registered Member, we require that you complete a registration form. Our registration forms will specify the information which you must provide in order to enjoy the particular feature to which you desire access, which may include such information such as (i) name; (ii) mailing address; (iii) birth date (for COPPA and eligibility purposes); and (iv) email address. Our registration forms may additionally request information which you may, at your option, choose to provide or withhold. The registration process provides Registered Members with a confirmation at the completion of the form.

You may use our Site without registering or submitting any information to us. In that case, the only information we collect from your visit will be Aggregate Information that does not identify you in any way. Our obligations concerning and permitted uses of Aggregate Information are detailed within this Privacy Policy.

3.2 Site-Directed Personally Identifiable Information.

As a Registered Member, you may wish to register yourself, a band (if including members other than yourself), or a band for which you act as a Representative. Information you submit as part of your Electronic Press Kit (EPKTM) is public information and is not treated as Personally Identifiable Information under this Privacy Policy. As a Registered Member you bear the responsibility of using personal discretion in selecting what information to provide as part of an EPKTM. In addition, any information or data you provide us or to which you provide us access (e.g. via third party platform permissions and contents) or any information that is already publicly available through sites such as Facebook is not treated as Personally Identifiable Information under this Privacy Policy. By providing us access to your own information, your band's information or information regarding individuals you represent, directly and/or via third-party platforms that are publicly available, you grant us the right to use those data to provide functionality on our site that may take the form of metrics on band followership, assigned demographic information and information on band popularity, etc. In addition, you grant us the right to provide those data to Registered Members and other third party platforms with whom we partner.

3.3 Registered Member-Directed Information.

Our Privacy Policy does not govern Registered Member-Directed Information, as we have no direct control over the collection or use of Registered Member-Directed Information shared, for example, through our proprietary or other messaging services. Kolam.ca is not responsible for Registered Member-Directed Information shared by a Representative on behalf of the music professionals they represent or purport to represent.

3.4 Other Personally Identifiable Information and Anonymous Information.

In order to access and use our site, we may periodically obtain both Personally Identifiable Information and Anonymous Information about you from affiliated entities, business partners and other independent third party information sources (e.g. via third party platform permissions and consents, etc.) and add it to other information about you. Anonymous Information includes aggregated data that are not associated with Personally Identifiable Information you have provided as part of your kolam.ca profile. For example, if you access third party services such as certain social media services through our Website or before coming to our Website, we may collect Anonymous Information such as your username, password and other information made available to us through those third party services. We will work with our existing partners and future partners to improve and personalize your use of our Website in accordance with the practices outlined in this section and Privacy Policy.

4. Automatic Information Collection

When you access and/or use the Site or its Services, we may automatically collect certain information, such as unique device identifiers, your internet protocol address, physical and site location data, and information provided by third parties, Site use information, etc. and treat these data as Site-Directed Information, Member-Directed Information and/or Anonymous Information. We use these data to tailor your own and Members' Site experiences, including through potentially targeting certain advertisements based on the Anonymous Information we collect.

In addition, the Site may use "cookies," "pixel tags" or other tracking mechanisms. These tracking mechanisms may be used to provide you with a tailored user experience and to make it easier for you to use a website upon a future visit based on historical information for content access, search history, access times and other information relevant to tailoring a customized user Site Visitor experience. We may associate the information collected by tracking mechanism with your Site-Directed and Member-Directed Personally Identifiable Information.

We may include cookies on our Website and use them to recognize you when you return to our Website. You may set your browser so that it does not accept cookies. Cookies must be enabled on your web browser, however, if you wish to access certain personalized features of our Services.

By using the Site and its Services you consent to the use of tracking mechanism and use of resulting information whether used in isolation or linked with your Member-Directed and Site-Directed Personally Identifiable Information by kolam.ca under the provisions of this Policy.

5. Any Information Linked With Your Personally Identifiable Information Is Protected As "Personally Identifiable Information"

To enable us to better understand the characteristics of our Customers and/or to provide services tailored to your needs, we may link (a) the personally identifiable information you have provided; with (b) Anonymous Information. If we combine or link any Anonymous Information or other information with your personally identifiable information, the resulting combination will be treated and protected as personally identifiable information under this Privacy Policy. Accordingly, no unrelated third parties will have access to this information, and any of our service providers who are granted access to this information will be bound to protect it in accordance with this Policy.

6. We Do Not Disclose Site-Directed, Personally Identifiable Information to Unaffiliated Third Parties; Limited Exceptions

We will not disclose your personally identifiable information to unaffiliated third parties without your express consent, except in the following limited circumstances:

6.1 Kolam.ca Site Vendors.

We may employ other companies to perform functions on our behalf, such as maintaining the Website, providing services related to the Site, collecting information, responding to and sending electronic mail, or other functions necessary to our business. We may need to share your personally identifiable information with these companies (collectively, "**Site Vendors**"). We will provide Site Vendors with only that information necessary to perform their functions, and we will not allow them to use your personally identifiable information for any other purpose.

6.2 Question of Harm.

We may reveal your personally identifiable information to attorneys, private investigator organizations or law enforcement agencies if we believe (a) that you are in risk of harm from another, or (b) that you are harming or interfering (or will harm or interfere) with others or violating (either intentionally or unintentionally) our Terms and Conditions of Use or otherwise violating legal rights.

6.3 Legal.

Kolam.ca will reveal your personally identifiable information, to the extent we reasonably believe we are required to do so by law. If we receive legal process calling for the disclosure of your personally identifiable information we will attempt to notify you via the email address you supplied during registration within a reasonable amount of time before we respond to the request, unless such notification is not permitted.

6.4 Transfer of Site.

Kolam.ca shall be entitled to transfer to a third party information it collects, including any personally identifiable information, in connection with a sale of all or substantially all of the assets of the business entity responsible for the information under this Policy, provided the acquiring third party has agreed to safeguard your personally identifiable information with protections that in all material respects are the same as or more protective than those set out in this Privacy Policy.

7. Changing or Removing Information; Opting Out

7.1 Discretionary Account Information.

To change or update discretionary information that you have previously submitted, please email us at contactkolam@gmail.com.

7.2 Opt-Out.

If we choose to send to you updates, or other unsolicited communications that are marketing-related materials, we will provide you with the ability to decline — or "opt-out of" — receiving such communications. Email at contactkolam@gmail.com to request to "opt-out of" from updates, or other unsolicited communications that are marketing-related materials. Please understand that you will not be allowed to "opt-out" of formal

notices concerning operation of this Website, and legal and other related notices concerning your relationship to the Site.

7.3 Deleting Information.

Finally, if you request by email or other form of communication, we will remove your name and all other personally identifiable information from our databases. Please understand, however, that it may be impossible to remove this information completely, due to backups and records of deletions. In addition, please understand that, if you request deletion of your information, you will be unable to utilize associated features of the Website and any associated Services. You may not remove de-identified, anonymous, or aggregate data from our databases.

7.4 Parental Review.

A parent of a Registered Member who is under the age of majority is entitled to review the information that we have collected from or concerning their child (or ward), withdraw their consent to our further use of such information, or direct the deletion of such information by contacting us in accordance with Section 14 (Contact Us).

8. Security

We have put in place security systems designed to prevent unauthorized access to or disclosure of personally identifiable Site-Directed Information you provide to us, and we take all reasonable steps to secure and safeguard this Information. Moreover, we store all Site-Directed personally identifiable information we receive on a secure hosting site. Kolam.ca employees (and employees of our affiliates and Site Vendors) are required to acknowledge that they understand and will abide by our policies with respect to the confidentiality of personally identifiable information. Moreover, we provide access to our databases containing personally identifiable information on a need-to-know basis only. Please understand, though, that this information should not be construed in any way as giving business, legal, or other advice, or warranting as fail proof, the security of information provided by or submitted to kolam.ca. Due to the nature of Internet communications and evolving technologies, we cannot provide, and disclaim, assurance that the information you provide us will remain free from loss, misuse, or alteration by third parties who, despite our efforts, obtain unauthorized access.

9. Notice of Security Incident

If we detect, despite the safeguards set out above, an intrusion or other unauthorized access to or use of personally identifiable information (an "**Intrusion**"), we will (i) notify effected users of the Intrusion if the information at issue is sensitive, in our discretion, (ii) deliver this notice by the means we deem most efficient under the circumstances (such as, for example, first class mail or email); (iii) use contact information for each effected user that is current in our files; and (iv) use commercially reasonable efforts to accomplish these steps and effect this notice in a timely manner. To the extent applicable law requires steps in addition to those specified above, we will under all circumstances comply with applicable law.

10. Privacy Policy regarding children under 13 years-of-age

Nothing on www.kolam.ca ("this website") is directed to children under 13 years-of-age. Kolam.ca does not knowingly collect or maintain personally identifiable information on this website from children under 13 years-of-age. If kolam.ca learns that personally identifiable information from children under 13 years-of-age has been collected and/or is maintained on this website without verifiable parental consent, Kolam.ca will take appropriate steps to delete such data. If you are a parent or guardian and find out that your child under 13 years-of-age has registered with www.kolam.ca and has provided personally identifiable information on this website, you may inform Kolam.ca at contactkolam@gmail.com and request that kolam.ca delete your child's personally identifiable information from its systems. After notice, kolam.ca will delete all such information.

Please feel free to send an email to contactkolam@gmail.com should you wish to share any comments, questions or advice regarding these privacy guidelines.

11. Notification of Changes

From time to time, Kolam.ca may change its Privacy Policy. If we make any changes regarding disclosure of personally identifiable information to third parties, we will attempt to contact Registered Members prior to the date the modified policy is scheduled to take effect. We will post the new Policy from the privacy link on our Website. With respect to Site Visitors, your use of our Site following any such change constitutes your agreement to follow and be bound by the Privacy Policy posted on our Site.

12. Our Affiliates

We may choose to rely on and share information with companies closely related to us – our "Affiliates" — for certain purposes under this Privacy Policy. By "Affiliate," we mean an entity that controls, is controlled by, or is under common control with Kolam.ca, whether the control results from equity ownership, contract, overlapping management or otherwise. In this context, "control" means the ability to replace the officers or directors or otherwise materially influence or control management decisions. You agree that Kolam.ca Affiliates will be entitled to enjoy our rights under this Policy and, in exchange, we agree that we will be responsible for our Affiliate's conduct under this Policy, if our Affiliate fails to comply with any resulting obligations. In any event, we ensure that our Affiliates agree to protect personally identifiable information in a manner no less protective of your interests than the protections set out in this Policy.

13. Relationship to Terms of Use and Other Contracts

This Privacy Policy must be read in conjunction with our Terms and Conditions of Use, and the provisions of our Terms and Conditions of Use are incorporated herein. To the extent the Terms and Conditions of Use conflict with the terms of this Privacy Policy, the terms of this Privacy Policy will control.

14. Contact Us

If you have any questions about this Privacy Policy, the practices of this Site, or your dealings with this Website, please contact us at:

contactkolam@gmail.com

15. Effective Date

The effective date of this Privacy Policy is Aug 1, 2016.