

# Terms of Use

Effective 14 August 2019

## Use of the Website Is Acceptance of the Terms of Use

1. By accessing [www.fogoislandinn.ca](http://www.fogoislandinn.ca) (the “**Website**”) you, the user, are agreeing to be bound by the following Terms of Use and you agree that you will not use the Website for any purpose that is unlawful or prohibited by these Terms of Use.
2. The owner of the Website and of the Fogo Island Inn, Shorefast Foundation (“**Shorefast**”), may revise these Terms of Use at any time without notice. By using the Website you agree to be bound by the then current version of the Terms of Use.

## Spam and Privacy

3. All contact information on the Website is intended for use by guests and prospective guests of the Fogo Island Inn, as well as by travel professionals. The availability of contact information on the Website, particularly email addresses, does not constitute consent, express or implied, to receive commercial electronic messages, including solicitations for business and/or spam, via those email addresses.
4. Either through your use of the Website or through your making of an inquiry or a reservation request through the Website, we may collect, store and/or use certain types of information about you. Please view our Privacy Policy for more details on the types of information we collect, the purposes for which we collect such information, and our policies and procedures with respect to requesting, handling and using that information.

## Copyright and Trademarks

5. All material on the Website is copyrighted, including photographs, videos, graphics, images, text and links to files in portable document format (.pdf). All copyrights are owned by Shorefast or the original creator of the material. However, you are free to view, copy, print and distribute Shorefast’s material from the Website, so long as:
  - (a) the material is for your information only;
  - (b) the material is stored temporarily on a single computer;
  - (c) the material is printed solely for your own personal purposes;
  - (d) the material is used for non-commercial purposes only;
  - (e) copies of any material include Shorefast’s copyright notice; and
  - (f) you agree that you do not own or acquire any ownership rights in any downloaded or copied material.
6. All material found in the pages of the Website is protected under national and international copyright laws.
7. All names, words, titles, phrases, logos, icons, graphics or design, in particular the name “Fogo Island Inn”, are trademarks or tradenames of Shorefast. You may not use these or any other trademark of Shorefast without prior written permission from Shorefast.
8. Any unauthorized downloading, transmission, republication or other copying or modification of material posted on the Website, including trademarks, trade names and service marks, may violate federal, common or civil law and may result in legal action.

**Disclaimer of Warranties**

9. All information, material and software algorithms contained on the Website, or which may be downloaded from the Website, including text, graphics and hyperlinks, are provided “as is” and “as available”.
10. All information and material contained on the Website are believed to be accurate and complete at the time it is posted. Although Shorefast attempts to ensure that all information and material remain current and accurate, they are subject to change without notice.
11. Shorefast expressly disclaims liability for any errors or omissions in, and does not warrant the accuracy, adequacy, completeness and/or currency of, any of the information and material on the Website.

**Rates may vary**

12. Rates and availability for reservations and stays at the Fogo Island Inn may vary from what is displayed on the Website.

**Exclusion of Liability**

13. In no event will Shorefast be liable for any damages, including without limitation, direct or indirect, special, incidental, moral or consequential damages, or any loss of profits, data, opportunities or expenses arising out of or in any way relating to:
  - (a) the Website, including any software or hyperlinked third party websites; and
  - (b) your use or inability to use the Website, including any software or hyperlinked third party websites, because of interruption, defect, delay in operation or transmission, computer virus or a failure of the line or system.

**Links to Third Party Websites**

14. Shorefast is not responsible for the content of any linked third party website connected to the Website. Such links are provided as a convenience to the user of the Website, but the inclusion of any link does not imply any endorsement, investigation, monitoring or verification by Shorefast of the linked website or any information or opinions contained in it.
15. Use of third party websites is at the user’s own risk.
16. Certain links on the Website will direct the user to websites operated by Shorefast or by ones of its affiliates. These websites may contain separate terms and conditions related to the user’s access and use. These websites will be governed by their own terms and conditions, as applicable.

**Governing Law**

17. Any claims or issues relating to the Website shall be governed according to the laws of the Province of Newfoundland and Labrador.

[Revised 14 August 2019 ]

# Privacy Policy

Effective 14 August 2019

The Privacy Policy for the Fogo Island Inn (the “Inn”) outlines how we manage your personal information and the steps we have taken to ensure that all of your personal information is accurate, confidential and secure. We may revise this Privacy Policy from time to time. Any changes will become effective upon posting of the revised Privacy Policy and when we make material changes, we will post a link to the revised Privacy Policy on [www.fogoislandinn.ca](http://www.fogoislandinn.ca) (the “Website”).

## Types of personal information we receive and collect

1. We usually collect the following personal information from all guests: name, address, phone number, email address, credit card number and expiration date, and language preference.
2. We may also collect, if you choose to share it with us, your preferences for your stay at the Inn, including, but not limited to, your preferred room type, bed type or any dietary restrictions, mobility issues or health conditions.
3. When you access the Website, we may collect “Personal Information of an Anonymous Nature”, such as your Internet Protocol (“IP”) address, the domain used to access the Website, and the type and version of browser or operating system being used. Aggregate information, such as demographic statistics of users (e.g., average age or geographical allocation of our users), number of visitors and average time spent on the Website, is also considered Personal Information of an Anonymous Nature.
4. We may use “Cookies” on the Website. A Cookie is a small file containing certain pieces of information that most websites create when a user visits the site. They can track how and when you use a site, which site you visited immediately before and they can store that information.
5. We may use third parties, such as Google Analytics, to track your activities on the Website and to advertise to you. These third parties may use Cookies and/or similar tracking technologies, such as pixel tags, embedded scripts and web beacons, to record non-personal information and Personal Information of an Anonymous Nature about your interactions with the Website, including, but not limited to, your IP address or your device’s unique identifier, your location, your browser or operating system and demographic statistics.

## Purposes for which we receive and collect personal information

1. When making a reservation at the Inn, either through the Inn’s website or by any other means, or when using certain services at the Inn, it is necessary to have certain personal information in order to identify and contact you, as well as to process certain purchases and requests.
2. When you communicate with us regarding service delivery, we will use that information solely for the purposes of recording your comments, communicating with you in respect of your comments and for reviewing them with the Inn’s employees for the purposes of either recognizing employees for excellence of service or for improving service in the future.
3. We may also use the personal information you provide to send you updates, offers and information about the Inn. We will not send you such communications without your consent. If you have opted-in but no longer wish to receive such communications, you may unsubscribe or opt-out by sending

an email to [contactus@fogoislandinn.ca](mailto:contactus@fogoislandinn.ca) using the subject line “Unsubscribe” and indicating your preference to not receive such communications.

4. When accessing the Website, we may collect Personal Information of an Anonymous Nature for the purpose of evaluating our content and services and to tailor the Website for visitors based on the information we collect. This Personal Information of an Anonymous Nature is used, in the aggregate, to learn about the users who visit the Website. This helps us know what type of information is most useful so we can improve the Website. We also record statistical information on the visitors to the Website, but no information about any user in particular will be kept or used.

#### **Policies and procedures for use, storage and sharing of personal information**

1. Unless required by law, your personal information is never collected, stored, used or disclosed for any purpose other than those identified in this policy, except with your consent. If we ask for personal information in relation to some other specific purpose, we will identify that purpose with the request.
2. Your personal information is shared with employees of the Inn only when those employees are involved in delivering services to you at the Inn and only to the extent necessary for them to deliver those services and to process the transaction.
3. Your personal information may be disclosed without your knowledge or consent in the case of an emergency where the life, health or security of an individual is threatened, or if it is clearly in the interests of the individual and consent cannot be reasonably be obtained prior to disclosing the information.
4. Your personal information is stored only for as long as is necessary to fulfil the purposes identified in this policy, except with your consent or if it is required by law to be retained. Personal information that is no longer required for an identified purpose shall be destroyed, erased or made anonymous.
5. Personal information we collect shall be sufficiently accurate, complete and up-to-date to minimize the possibility that inappropriate information may be used to make a decision about you in accordance with this Privacy Policy. Your personal information shall be updated as and when necessary to fulfill the identified purposes.
6. The Inn will protect your personal information with appropriate security safeguards against loss, theft, unauthorized access, disclosure, copying, use or modification.

#### **Procedure if you have questions about your personal information or about this policy**

If you have any questions or requests in respect of your personal information or our privacy policy, please contact our Privacy Officer, who is accountable for the Inn’s compliance with this Privacy Policy, at [contactus@fogoislandinn.ca](mailto:contactus@fogoislandinn.ca) or, if you prefer by writing us, at:

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