

## **CMC-IT MEMBERSHIP CARD – GENERAL TERMS AND CONDITIONS – MEMBERSHIP CARD**

### **1. General**

The present general terms and conditions (the ‘General Terms and Conditions’) are applicable to all persons in the possession of a Canadian Métis Council-Intertribal Membership Card (each individually respectively referred to as a ‘Cardholder’ and a ‘CMC-IT Membership Card’) and exclusively govern the contractual relation between the Cardholder and the Canadian Métis Council-Intertribal, with company registered office(s) at Canadian Métis Council-Intertribal 1336 Route 385 Oxbow, New Brunswick, E7G 3G1 as well as the Métis Genealogical Centre of Canada Central Processing Office for the Canadian Métis Council-IT, 212 Henderson Hwy, Unit 3, Suite 320, Winnipeg, Manitoba, R2L 1L8. The General Terms and Conditions are valid as of 09/01/2015 and replace in their entirety all prior terms and conditions relating to the Canadian Métis Council-Intertribal Membership Card.

CMC-IT reserves the right to unilaterally change the General Terms and Conditions at any time without having to inform the Cardholder of this individually and without any right to compensation for the Membership Card. All modifications in the General Terms and Conditions are published on Canadian Métis Council-Intertribal and Métis Genealogical Centre of Canada websites of CMC-IT/MGCC (<http://www.canadianmetisCouncil.com> or <http://www.metisgcc.com>) (the ‘Website’). The Cardholder undertakes to reread the General Terms and Conditions on the Website on a regular basis. Use of the CMC-IT Membership Card by the Cardholder after a modification in the General Terms and Conditions on the Website shall imply acceptance of the changed General Terms and Conditions. If the Cardholder does not accept the changes, they are to inform the Canadian Métis Council-IT Central Processing Office by registered letter of the termination of his membership.

### **2. Membership**

The CMC-IT Membership Card is issued to natural persons by CMC-IT applicants for an administration fee (Fees subject to change without notice). The CMC-IT Membership Card is strictly personal, non-transferable and equipped with a unique number. The CMC-IT Membership Card remains the property of CMC-IT at all times and can be reclaimed from the Card Holder on first request.

Membership is not open to corporate entities or Non-Métis persons, applicants that are card carrying members of an alternate organization. CMC-IT reserves the right to refuse entry to the Membership process without stating a justification, and the right not to activate a Membership Card.

### **3. Benefits and use of the Loyalty Card**

The CMC-IT Membership Card is not a tax exempt card.

Upon presentation of the CMC-IT Membership Card the Cardholder may be asked to present his identity card along with the CMC-IT Membership Card to check the personal use of the Membership Card. Purchases made by a Cardholder are solely those of the Cardholder and do not reflect any of the practices of the CMC-IT. Membership Card gives no entitlement to Métis over others and the CMC-IT will not be held liable if any future costs are incurred by the Cardholder.

The benefits related to the CMC-IT Membership Card cannot be combined with benefits of other unaffiliated organization. If the CMC-IT Membership Card is no registered for a period of 16 months after the last registration date, and in any case of fraud or misuse, will expire automatically and by right, and the membership of the Cardholder shall automatically be cancelled. Any misuse of the CMC-IT Membership Card leads to immediate and definitive disqualification for any further membership or use of the Membership Card.

### **4. Responsibilities of the Customer/Liability**

Cardholders who attempt to obtain or have obtained benefits from the Canadian Métis Council-Intertribal Membership Card by providing false information, or in another improper or fraudulent way, are liable for any resulting damage.

Any loss of theft of, or damage to, the CMC-IT Membership Card must be reported to the CMC-IT at once, so that a new card can be issued to the Cardholder. In the event of loss or theft of the CMC-IT Membership Card shall not be obliged to keep track of your personal information. The Cardholder is personally responsible for fully informing third parties, companies or

government bodies of his membership in the CMC-IT Membership, and about the offers and benefits that are available to them in the framework of the CMC-IT Membership Card.

Canadian Métis Council-Intertribal will make every effort to ensure that the benefits of membership are correctly allocated, but cannot be held liable in the event that it was not reasonably possible for it to fulfill its obligations. Under any circumstances whatsoever, and with no exception with regard to the grounds of liability, the liability of CMC-IT is limited to the amount of the benefit that the Cardholder would be or has been granted on the basis of membership and the purchases made.

CMC-IT reserves the right to cancel the Membership Card at any time, or to replace it by another program and to promptly terminate the membership contracts.

## **5. Protection of privacy**

CMC-IT is committed to protecting the privacy of Cardholders. The personal data collected by CMC-IT in the framework of the CMC-IT Membership Card are used exclusively in compliance with the Privacy Act of Canada Act (current to 2018-03-26 and last amended on 2018-03-12) Law of March 12, 2018 for the protection of privacy with regard to the processing of personal data (hereinafter the 'Privacy Law'). By accepting these General Terms and Conditions, the Cardholder gives CMC-IT permission to use his personal data for administrative purpose, in relation to the use of personal information about an individual, means the use of that information in a decision making process that directly affects that individual.

The Cardholder also gives permission to communicate with him/her via all possible media, including e-mail and written letter. The data are used by CMC-IT and the companies affiliates for personal use, in managing and implementing the Membership Card, and for market analyses. The Cardholder has the right to inspect his personal data at any time to request improvement if they are not correct. The Cardholder has the right to object to the processing of his personal data for direct marketing purposes. The Cardholder makes a written request for this purpose to CMC-IT at the company registered office or at the e-mail address metisgcc@gmail.com or canadianmetisCouncil@gmail.com. The Cardholder can make improvements and modifications in the personal data. The data will be securely processed by CMC-IT and shared only with its affiliated companies, the Government of Canada, certain affiliated Government organizations, and certain service providers (agents), regardless of their nationality. Data are not transferred to unaffiliated third parties without the express permission of the Cardholder. The Cardholder can obtain additional information from the Government of Canada Department of Justice, Justice Laws Website, Consolidated Acts, Privacy Act (R.S.C., 1985, c. P-21) (<http://laws-lois.justice.gc.ca/PDF/P-21.pdf>)

## **6. Termination of the Membership Card**

Membership CMC-IT reserves the right to cancel the CMC-IT Membership Card and the Loyalty Program at any time, or to replace it by another Program and to promptly terminate the membership contracts.

## **7. Transfer or termination**

Membership can be ended by the Cardholder at any time, with or without justification and without prior notice, by sending a registered letter to the company registered office of CMC-IT. CMC-IT reserves the right to immediately, at its discretion, revoke or discontinue the Membership Card, as a result of which the membership is suspended or completely terminated, without the need for any justification. CMC-IT reserves the right to entrust management of the CMC-IT Membership Card to third parties for any reason whatsoever, and to turn over the agreements with the Cardholders for that purpose, without the need for justification. In that event, members are informed via the Website at least 20 days before the transfer.

## **8. Disclaimer and jurisdiction**

No decision of CMC-IT to refrain from exercising or enforcing, or failure to exercise or enforce, its rights under any provision of these General Terms and Conditions shall constitute a waiver thereof, or a waiver of the right of CMC-IT to enforce any other provision of this Agreement, and no waiver by CMC-IT of any violation of any provision or stipulation of this Agreement shall be deemed to be a waiver of any violation of any other provision or stipulation thereof. In the event that a provision of the General Terms and Conditions should be wholly or partially legally invalid, void or for any other reason not enforceable, this provision shall be deemed to be severable from the general terms and conditions, and shall not influence the validity and enforceability of the remaining provisions. The present General Terms and Conditions are subject exclusively to Canadian Law. In the event of any dispute, the courts of the judicial district of New Brunswick will have exclusive jurisdiction.