



BELL FUND SELF-IDENTIFICATION DATA COLLECTION PORTAL

Terms of Use

By creating a profile for the Bell Fund Self-Identification Data Collection Portal (the "Portal"), you agree as follows:

1. Purposes for Use. When you provide self-identification information to the Portal individuals can disclose as little or as much as they choose. Self-identification information will be used by the Bell Fund to:

- Determine compliance with assessment criteria (where applicable).
- Assess whether progress is being made in achieving the goals set out in our guiding principles.
- Consider any changes that may be required to programs to meet objectives.
- Provide aggregated data to the Board and other industry stakeholders who have an interest in the Bell Fund.

2. Privacy. Your information will be handled in accordance with the [Bell Fund's Privacy Policy](#).

3. Eligibility. You represent and warrant that you are at least the age of majority in your province, territory or region of residence, and that you are not a resident of the European Union (EU).

4. Bell Fund Self-Identification Data Code (SID-code). After completing your self-identification questionnaire, you will be provided a Bell Fund Self-Identification Data Code ("Bell Fund SID-code"). Applicants to the Bell Fund will be asked to include Bell Fund SID-codes for Shareholders and Key Creatives (Producers, Directors, Writers) in applications submitted to the Bell Fund ("Application").

5. Accuracy of Information. You represent and warrant that your information is accurate and will be kept up to date by you. You can modify your own self-identification information at any time. However, once an Application has been submitted, your information will be time-stamped and used as submitted in that Application for the purposes of analyzing and evaluating that Application.

6. Account deletion. You may delete of your account at any time by using the "Delete Account" option in the Bell Fund Self-Identification Data Collection Portal. Upon deletion of your account, all self-identification data related to your account will be erased, and your personal information will be anonymized and retained for use for statistical purposes only.

7. Limited Access to Information. Information that you submit will be anonymized and aggregated before it is used in any statistical or analytical document published by the Bell Fund (e.g., the Bell Fund Annual Report). The Bell Fund will not share your individual information with any third-parties; the following limited access will be provided:

Bell Fund staff may access, review and internally share your information if it is relevant to the analysis of an Application or for the Purposes defined above.

In some exceptional cases, the Bell Fund may cross-validate its data with other organizations who are directly associated with an Application (e.g., the Indigenous Screen Office) to confirm the presence of individuals in both databases.

8. Review. The Bell Fund staff may contact you to request further information regarding your self-identification. This may include requests for additional explanation or to provide documentation for review and validation.

9. Retention Period. All registered users will receive a notice every seven (7) years following their registration to the Portal to validate their account. If an account is not validated within the time period requested, account data will be deleted if it is not tied to an active Application.

10. Limitation of Liability. To the full extent permitted by applicable law, in no event shall the Bell Fund or its directors, officers, employees, contractors or agents be liable for any direct, indirect, special, punitive or

consequential damages, including without limitation any costs, damages or expenses in relation to this agreement and/or the provision of the Portal or the failure to provide the Portal.

- 11. Disclaimer of Warranties.** As described in this agreement, all aspects of the Portal are provided “as is”. The Bell Fund disclaims all representations, warranties and conditions, express, legal, statutory or implied.
- 12. Termination.** This Agreement remains in force until terminated by either you or the Bell Fund. The Bell Fund reserves the right to terminate this Agreement or the provision of the Portal at any time and for any reason. The Bell Fund also reserves the right to immediately cancel or temporarily suspend your access to the Portal without notice in cases where you are in violation of the terms of this Agreement.
You may terminate this Agreement at any time by deleting your account in the Portal.
The Bell Fund has the right to delete an entry or disable an account that it deems inaccurate, redundant, or fraudulent.
- 13. Modifications.** The Bell Fund reserves the right to change or modify any of the terms and conditions contained in this Agreement or any policy or rule governing the Portal, at any time by posting a change notice or new terms on the Portal. YOUR CONTINUED USE OF THE PORTAL FOLLOWING A MODIFICATION TO THESE TERMS BY THE BELL FUND WILL CONSTITUTE BINDING ACCEPTANCE OF THE MODIFICATION.
- 14. General.** The laws of the Province of Ontario, excluding its conflicts of law rules, and the federal laws of Canada applicable therein govern this Agreement. For any disputes arising out of or in relation to this Agreement, the parties’ consent to the Portal jurisdiction in, and the exclusive venue of, the courts of competent jurisdiction in the City of Toronto, Province of Ontario. This Agreement may not be modified by you except by a writing executed by the Bell Fund. This Agreement will enure to the benefit of and will be binding upon each party’s successors and assigns. This Agreement may be assigned by the Bell Fund but may not be assigned by you without the prior express written consent of the Bell Fund. If any provision hereof is or becomes, at any time or for any reason, unenforceable or invalid, no other provision hereof would be affected thereby, and the remaining provisions will continue with the same effect as if such unenforceable or invalid provisions will not have been inserted herein. The failure to enforce any provision of this Agreement will not constitute a waiver of any term. THE BELL FUND SHALL NOT BE LIABLE FOR ANY INABILITY TO PERFORM ANY OF ITS OBLIGATIONS UNDER THESE TERMS OF USE DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL.
- 15. Privacy Contact.** Any questions regarding the use of your personal information maybe directed to the Bell Fund’s Privacy Officer, as below:

Address: Bell Fund, Attn: Privacy Officer
2 Carlton Street, Suite 1710
Toronto ON M5B 1J3
E-mail: info@bellfund.ca
Telephone:416-977-8154

Effective: April 15, 2024