

Effective Date: October 30, 2016

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If you voluntarily submit information to us through this website (for example, in a request for general information or through the submission of a business proposal) we may record and use any personally identifiable information that you provide, such as your name, telephone number and e-mail address. This information may be used to fulfill your request or for internal business purposes. At this time, Columbia Pacific does not provide any such information to affiliates or third parties.

Limited Partners of Columbia Pacific and Columbia Pacific personnel may have access to our Limited Partner Reporting System. In order to obtain a user-id and password to access our Limited Partner Reporting System, you may be asked to provide us with your name, telephone number and e-mail address. We may record and use any such personally identifiable information to monitor access to our Limited Partner Reporting System and to ensure the security thereof.

We may use service providers to operate our website and employ other third parties to perform work on our behalf, such as hosting this website or operating our Limited Partner Reporting System. These persons may have access to the personally identifiable information you submit through this website, but only for the purpose of performing their duties in connection with this website. These persons may not use your personally identifiable information for any other purpose.

We will not provide any personally identifiable information to any other persons obtained solely through our website, except as set forth herein and except as required by applicable law, including, without limitation, disclosure required by the government or private parties in connection with a lawsuit, subpoena, investigation or similar proceeding. We may (and you authorize us to) disclose any such information in those circumstances.

## **TERMS AND CONDITIONS**

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- b. use any device, software or routine to interfere or attempt to interfere with the proper working of this website or any activity being conducted on this website;
- c. use or attempt to use any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search this website to harvest or otherwise collect information from this website to be used for any commercial purpose;
- d. allow any other person or entity to use your user-id or password on the Limited Partner Reporting System; or
- e. attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of this website.

You further agree not to violate or attempt to violate the security of this website, including, without limitation:

- f. accessing data not intended for you or logging into a server or account that you are not authorized to access;
- g. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or
- h. attempting to interfere with service to any user, host or network, including, without limitation, by way of submitting a virus to, or overloading, "flooding", "spamming", "mail bombing" or "crashing", this website.

We may investigate occurrences that may involve violations of the security of this website or of the law and we may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. We reserve the right to disclose any information about you or your use of our website in connection with any investigations by us or law enforcement authorities.

We cannot and do not assure that other users are or will be complying with these Terms and Conditions, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

We may change this website or delete content or features in any way, at any time and for any or no reason.

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## **8. Limitations of Liability**

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You agree that your use of this website and any disputes relating to this website and/or this Privacy Policy and Terms and Conditions shall be governed in all respects by the laws of the State of Washington. You agree that any action at law or in equity arising out of or relating to this website and/or this Privacy Policy and Terms and Conditions shall be filed, and that venue properly lies, only in state or federal courts located in King County in the state of Washington, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

#### **11. Miscellaneous**

Any failure or delay by us in enforcing an obligation or exercising a right under this Privacy Policy and Terms and Conditions does not amount to a waiver of that obligation, or right or any other obligation or right. If any term or provision hereof is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of this Privacy Policy and Terms and Conditions.

#### **12. Questions and Contact Information**

If you have any questions or concerns about this website and/or this Privacy Policy and Terms and Conditions email us at [info@col-pac.com](mailto:info@col-pac.com), call 206-728-9063 or send your questions or concerns in writing to:

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