

# ITSO Website Terms of Use

## Agreement

By accessing the website operated by Information Technology Systems Ontario (ITSO), you, the user, agree to be bound by all of the terms for use and agree these terms constitute a binding agreement between the user and ITSO.

## Copyright

This website is a copyright-protected work which is owned by ITSO. The contents of this website are intended for private, non-commercial, use by individuals. Any commercial use of the website, in whole or in part, directly or indirectly, is specifically forbidden except with the prior written authority of ITSO. Users may, subject to the terms of this agreement, print or otherwise save individual pages of the website for private use. No content may be modified or altered in any respect, merged with other content or published in any form, in whole or in part. The prohibited uses include "screen scraping", "database scraping" and any other activity intended to collect, store, reorganize, manipulate or publish content on the pages produced by, or displayed on the website. Users may not alter, make a derivative work or translation of, or remove the copyright statement from, any content, document or form downloaded from the website.

## Use of Information on Website

The information on this website is being provided for information purposes only, and is not to be relied upon or construed as real estate, legal, accounting or other professional advice or a substitute therefore. Users should not use any information on the website as a substitute for consultation with legal or accounting professionals or other professional advisors.

The user agrees not to use any contact information on the website to harass or abuse, send spam or other unwanted communications, or send unlawful, libelous, obscene, discriminatory or otherwise objectionable messages.

## Passwords

Member Association staff may access a private part of the website using a password. Only those persons who have been validly issued passwords by ITSO are authorized to access the private part of the website. Users are not permitted to share their password with any other person or enable any other person to access the website.

## Links

Users may link to the website. However, ITSO reserves the right to refuse a link at any time at ITSO's sole discretion. The user agrees to remove any link to the website at ITSO's request. This website contains links to websites operated by parties other than ITSO. Such links are provided for the user's reference

only. ITSO does not control such websites and is not responsible for their contents or the privacy or other practices of such websites.

## **Privacy**

The user acknowledges that their personal information will be used by the website in accordance with the ITSO privacy policy.

## **Liability and Warranty Disclaimer**

ITSO makes no representations about the information published on this website. Everything on this website is provided "As Is" without warranty of any kind including all implied warranties and conditions of merchantability, fitness for a particular purpose, accuracy, completeness, title and non-infringement. Neither ITSO nor any of its suppliers shall be liable for any direct, incidental, consequential, indirect or punitive damages arising out of the user's access to or use of this website.

## **No Waiver**

ITSO's failure or delay to enforce any of the terms and conditions of this agreement shall not operate as a waiver of any of ITSO's rights or privileges under this agreement.

## **Termination of Access**

ITSO reserves the right, in its sole discretion, to terminate, limit or suspend any user's access to this website without notice or liability, for any reason whatsoever, including the user's breach of any term of this agreement.

## **Indemnity**

The user agrees to indemnify and hold ITSO harmless from any and all liability, damages or expenses, whatsoever due, arising from, directly or indirectly, any cause of action arising out of their use of the website, including from any information downloaded from the website or messages sent using contact information on the website.

## **General**

ITSO may amend this agreement at any time by updating the terms on the ITSO website. The user's continued use of the website following an amendment constitutes acceptance by the user of the new terms.

This agreement shall be interpreted without regard to which party drafted the agreement. If any provisions of this agreement are held invalid or unenforceable, such a finding will not affect the validity of any other provisions of this agreement, unless the invalidity or unenforceability would invalidate the remainder of the agreement.

These Terms of Use contain and constitute the entire understanding and agreement between the user and ITSO and supersede all previous negotiations, agreements, commitments and writings.

These Terms of Use shall be governed by the laws of Ontario, Canada. The courts Ontario will have exclusive jurisdiction to hear and decide any disputes relating to this agreement.