

1. Agreement

Food Banks Canada (“we”) welcomes you to our network collaboration Sites, <https://foodbankscanada.powerappsportals.com/> and <https://foodbankscanada.workplace.com/> (the “Sites”). This Sites are forums of organizations engaged in food banking in the effort to address food insecurity in communities across Canada (individually the “Organization” and collectively the “Organizations”).

By accessing and using this Sites, you (and your parent/legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) signify that you have read, fully understand and agree to be legally bound by these Terms of Use (the "Terms of Use" or "Agreement") and to comply with all applicable laws and regulations as they may change from time to time. *IF YOU DO NOT ACCEPT AND AGREE TO BE LEGALLY BOUND BY AND COMPLY WITH THESE TERMS OF USE, YOU ARE NOT PERMITTED TO ACCESS OR USE THE SITES.* We suggest you print a copy of these Terms of Use for your records.

We reserve the right, in our sole and absolute discretion, to modify all or a portion of these Terms of Use at any time without further notice and without incurring any liability or obligation. If we do this, we will post the changes to these Terms of Use on the Sites and will indicate at the top of this page the date these Terms of Use were last revised. Your continued access to and/or use of the Sites after any such changes constitutes your (and your parent’s or legal guardian’s on your behalf, if you are under the age of majority in your jurisdiction of residence) acceptance of, and agreement to be legally bound by, these Terms of Use, as revised. It is your sole responsibility to regularly check the Sites to determine if there have been any changes to these Terms of Use and to review such changes.

You hereby acknowledge and agree that we reserve the right at any time to modify or discontinue the whole, or any part of, the Sites, without notice, and that we will not be responsible or liable, directly or indirectly, to you or any other person or entity for any loss or damage of any kind incurred as a result of any such modifications or discontinuance.

2. Sites Use and Registration

The security of your personal information is very important to us. We use physical, electronic, and administrative measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure.

The safety and security of your information also depends on you. If and where applicable, users are responsible for obtaining their own access to the Sites. Users are required to ensure that all persons who access the Sites through a user's internet connection are aware of these Terms of Use and comply with them.

The Sites are password-protected and requires you to complete a registration process in order to obtain access and/or participate. When registering with us, you agree: (i) that you will provide complete and accurate information about yourself; and (ii) to update such information as it changes. In the event that you do not provide or update such information, or we have reasonable grounds to suspect that you have not provided or updated such information, we shall have the right, in our sole and absolute discretion, to disable your password and prevent you from using such portion or features of the Sites. It is your

responsibility to keep your password confidential and secure. In the event that your username or password is used without your consent or that you discover any other breach of security, you agree to promptly notify us at knowledge@foodbankscanada.ca. We are not responsible for your failure to comply with this clause, or for any delay in shutting down your account or access to the Sites after you have reported a breach of security to us. You are solely responsible for any and all activities which occur under your username and password.

Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to the Sites. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Sites.

Your provision of registration information and any submissions you make to the Sites through any functionality such as applications, forms, e-mail, message boards, personal, or interest group web pages, profiles, forums, bulletin boards, and other such functions (collectively, "Interactive Functions") constitutes your consent to all actions we take with respect to such information consistent with our Privacy Policy, found at <https://foodbankscanada.ca/privacy-policy/> .

The primary contact at each Organization maintains the responsibility to maintain up to date access to the Sites to other users from their respective Organization. Updates to whom from your Organization has access, and what features they have access to, is completed through Food Banks Canada's online portal at <https://foodbankscanada.powerappsportals.com/> under the Accounts section. Should an employee leave your Organization, the primary contact or designate of the Organization is responsible for removing access from this user through this mechanism.

For sub communication channels established within the Sites, the user designated as Owner of the channel is responsible for maintaining the users who have access to the channel.

3. Code of Conduct

Certain features and/or portions of this Sites may (or may in the future) permit you to upload, post or otherwise transmit content that you have created (the "**User Content**").

1. You hereby agree that you shall not use the Sites to upload, post, communicate or otherwise submit or transmit through, or to, the Sites any User Content that:
 - i. may, in the sole and absolute discretion of Food Banks Canada, degrade, tarnish or deprecate Food Banks Canada or any of the other Organizations and/or the public image or standing in the community of Food Banks Canada;
 - ii. is deemed, in the sole and absolute discretion of Food Banks Canada, to be defamatory, trade libelous, pornographic or obscene;
 - iii. is deemed, in the sole and absolute discretion of Food Banks Canada, to contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products

- or services other than products of Food Banks Canada; any identifiable third party products, trade-marks, brands and/or logos, other than those of Food Banks Canada; conduct or other activities in violation of these Terms of Use; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by Food Banks Canada in its/their sole and absolute discretion;
- iv. contains any reference to or likeness of any identifiable third parties, unless consent has been obtained from each such individual and his/her parent/legal guardian if he/she is under the age of majority in his/her jurisdiction of residence (note: if you cannot obtain the consent of an individual appearing in your User Content, then his/her face must be blurred out and voice (if applicable) must be altered so as to be unrecognizable);
 - v. is in any way disparaging, or might be seen to be disparaging, to Food Banks Canada;
 - vi. infringes, or might infringe, the intellectual property rights, privacy rights, rights of publicity, or other proprietary rights of others or give rise to any claims for payment whatsoever;
 - vii. transmits or otherwise makes available any content that you do not have the right to disclose or make available.
 - viii. contains any viruses, trojan horses, time bombs, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - ix. contains (in any format or media) any music, logos, trade-marks or other copyrighted materials (e.g. photographs, pictures, texts, lyrics, etc) unless you have first obtained consent from the owner of such materials.
2. You are prohibited from attempting to circumvent and from violating the security of this Sites, including, without limitation:
- i. accessing or collecting content and data that is not intended for you;
 - ii. attempting to breach or breaching the security and/or authentication measures which are not authorized;
 - iii. restricting, disrupting or disabling service to users, hosts, servers, or networks;
 - iv. illicitly reproducing TCP/IP packet header;
 - v. disrupting network services and otherwise disrupting Sites owner's ability to monitor the Sites;
 - vi. using any robot, spider, or other automatic device, process, or means to access the Sites for any purpose, including monitoring or copying any of the material on the Sites;
 - vii. introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
 - viii. attacking the Sites via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing, or crashing; and
 - ix. otherwise attempting to interfere with the proper working of the Sites.
3. Further, you hereby agree that you shall not engage in prohibited or unauthorized use of the Sites or of Food Banks Canada systems, including, but not limited to, unauthorized entry into the systems, misuse of passwords, or misuse of any information on the Sites.

If you come aware of any misuse, please report to knowledge@foodbanksCanada.ca.

5. Intellectual Property Rights (Re: Sites Content)

The Sites consist of various information that have been provided by Food Banks Canada and/or other entities under our direction (e.g. Sites designers). All such content is owned by Food Banks Canada and/or the applicable third party entity. For greater certainty, Food Banks Canada and applicable third party entities hold all right, title, and interest in and to any and all content provided by such parties for the Sites, including, without limitation, all such information in text, graphical, video and audio formats, images, icons, designs, trade-marks, brand names and software (collectively, the **“Sites Content”**).

You hereby acknowledge that the Sites Content is protected by all copyright, trade-mark, and other applicable intellectual property laws. Your use of the Sites does not grant or transfer to you any ownership or other rights in the Sites Content, and except as expressly provided, nothing herein or within the Sites shall be construed as conferring on you or any other person any license under any of BC or any third party’s intellectual property rights, including, without limitation, any right to download, display, reproduce, distribute, modify, edit, alter or enhance any of the Sites Content in any manner whatsoever. Any rights not expressly granted to you in these Terms of Use are expressly reserved by Food Banks Canada. For greater certainty, you agree that you will not take any action that is inconsistent with Food Banks Canada ownership of the Sites and/or Food Banks Canada ownership of, or any third party’s ownership of, any Sites Content. Without limiting the generality of the foregoing, users of this Sites shall be entitled to copy Sites Content contained within this Sites only for their own personal and non-commercial use, but may not republish or reproduce any such Sites Content in any manner without the prior written consent of Food Banks Canada. Food Banks Canada hereby grants each user of this Sites a limited, non-exclusive and revocable license to make personal and non-commercial use of the Sites and its Sites Content. For greater certainty, this limited license only allows you to view, download or print materials from this Sites for your own personal and non-commercial use (provided all original copyright, trade-mark and other notices are preserved in their original form). This limited license does not include any rights not specifically enumerated herein, and, for greater certainty, does not include permission to copy, redistribute, reproduce or republish, in any form, any content contained within this Sites.

Certain names, graphics, logos, icons, designs, words, titles or phrases contained within the Sites may constitute trade names, registered or unregistered trade-marks or service marks (collectively, **“Trade-marks”**) of Food Banks Canada or other entities. Trade-marks may be registered in Canada and in other countries as applicable. All Trade-marks not owned by Food Banks Canada are the property of their respective owners, and, where used by Food Banks Canada are used under license or with permission. All Trade-marks are and shall remain the sole and exclusive property of their respective owner(s). Any use of such Trade-marks, except as expressly provided for herein, without the express written consent of the applicable owner is strictly prohibited. Nothing contained herein or on this Sites may be construed as granting, by implication, estoppel, or otherwise, any license to use any Trade-mark(s). You agree that you will not take any actions inconsistent with Food Banks Canada ownership of, or any third party’s ownership of, the Trade-marks.

6. License Granted by Sites Users to Food Banks Canada (Re: User Content)

Certain features and/or portions of this Sites permit you to upload, post or otherwise transmit User Content. By using any such features and/or portions and providing User Content, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) are giving Food Banks Canada permission to forever use any User Content you submit on or through the Sites.

By using the Sites and providing User Content, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) hereby: (i) grant to Food Banks Canada a world-wide, perpetual, irrevocable, transferable, sub-licensable, royalty-free, non-exclusive, and unrestricted license to copy, reproduce, adapt, transmit, edit, modify, or otherwise use, publicly display, distribute, translate and create compilations and derivative works from, any and all User Content (in any format or media) that you post on, upload or otherwise submit to or through, the Sites; and (ii) waive all moral rights in and to all User Content that you post on, upload or otherwise submit to or through, the Sites in favour of Food Banks Canada. For greater certainty, this means that, among other things, Food Banks Canada has the right to use any and all ideas you submit (including ideas about our products, services, publications or advertising campaigns) in any manner that we choose, without any notice or obligation to you whatsoever.

Without limiting the generality of the foregoing, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) hereby grant to each user of the Sites a world-wide, perpetual, irrevocable, royalty-free, non-exclusive license to share any and all User Content (in any format or media) that you post on, upload or otherwise submit to or through, the Sites via any share functionality that may be available on the Sites.

7. User Waivers and Representations (Re: User Content)

By using the Sites and providing User Content, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) hereby acknowledge, agree, warrant and represent to Food Banks Canada that any and all User Content (in any format or media) you post on, upload to or otherwise submit to or through, the Sites:

1. is original to you and that you have obtained all necessary rights in and to the User Content and all of its components (if applicable) to post, upload, or otherwise submit it to or through the Sites; and
2. does not violate any law; and
3. complies with these Terms of Use.

Without limiting the generality of the foregoing, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) also hereby acknowledge, agree, warrant and represent to Food Banks Canada that:

1. you shall be responsible for all acts or transactions that occur under your user account, including, without limitation, for ensuring the accuracy, reliability or completeness of any and all User Content you upload, post or otherwise transmit to or through the Sites;
2. we cannot (nor are we required to) guarantee the accuracy, reliability or completeness of any User Content; and
3. we do not generally screen or edit User Content, but that we reserve the right, in our sole and absolute discretion and at any time, although we are under no legal obligation to do so, to monitor, edit or otherwise remove, without any notice and without obligation or incurring any liability, any User Content (or any portion of any User Content) on the Sites.

8. Indemnification by User

By using the Sites, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) hereby agree to indemnify, defend and hold harmless Food Banks Canada and each of its agents, employees, directors, successors, and assigns (collectively, the “Releasees”) from any loss, liability, claim, demand, damage or expense asserted by any entity relating in any way to your use of the Sites, User Content, and/or breach of these Terms of Use, including, without limitation, any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other cause of action.

9. Notice of Infringing User Content

Food Banks Canada has the right, without provision of notice to:

- Remove or refuse to post on the Sites any User Content for any or no reason in our sole discretion.
- At all times, take such actions with respect to any User Content deemed necessary or appropriate in our sole discretion, including, without limitation, for violating the Sites and User Content and Sites Content Standards or these Terms of Use.
- Take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorized use of the Sites. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Sites.
- Terminate or suspend your access to all or part of the Sites for any or no reason, including, without limitation, any violation of these Terms of Use.

YOU WAIVE AND HOLD HARMLESS FOOD BANKS CANADA AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, AND SUCCESSORS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY FOOD BANKS CANADA AND ANY OF THE FOREGOING PARTIES RELATING TO ANY, INVESTIGATIONS BY EITHER FOOD BANKS CANADA OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

We have no obligation, nor any responsibility to any party to monitor the Sites or its use, and do not and cannot undertake to review material that you or other users submit to the Sites. We cannot ensure prompt removal of objectionable material after it has been posted and we have no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party, subject to applicable laws. To complain about User Content and/or to provide notice of allegedly infringing materials on the Sites, please contact us at: knowledge@foodbankscanada.ca.

10. Disclaimer and Limitation of Liability

TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, THE SITES AND ALL INFORMATION CONTAINED ON OR ACCESSED FROM THE SITES IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER FOOD BANKS CANADA NOR ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS (COLLECTIVELY THE “**RELEASEES**”) MAKE ANY REPRESENTATION OR WARRANTY THAT: (I) THE SITES WILL BE COMPATIBLE WITH YOUR COMPUTER AND SOFTWARE; (II) THE SITES WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR ERROR; (III) THE USE OF THE SITES, INCLUDING, WITHOUT LIMITATION, THE BROWSING AND DOWNLOADING OF ANY INFORMATION, WILL BE FREE OF ANY VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE, INTRUSIVE OR DISRUPTIVE COMPONENTS; (IV) THE TRANSMISSION OF INFORMATION TO AND FROM THE SITES WILL BE SECURE; (V) THE USE OF THE SITES WILL NOT INFRINGE THE RIGHTS (INCLUDING, WITHOUT LIMITATION, INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; OR (VI) THE USE OF THE SITES WILL NOT CAUSE ANY DAMAGE TO YOUR COMPUTER SYSTEMS, SOFTWARE OR ELECTRONIC FILES.

COMMENTS OR OPINIONS EXPRESSED ON THE SITES ARE THOSE OF THEIR RESPECTIVE SITES USERS ONLY. THE VIEWS EXPRESSED ON THE SITES AND IN USER CONTENT DO NOT NECESSARILY REPRESENT OR REFLECT THE VIEWS OF FOOD BANKS CANADA. THE RELEASEES ARE NOT RESPONSIBLE FOR, AND DISCLAIM ALL LIABILITY IN RELATION TO, THE USER CONTENT POSTED, UPLOADED OR OTHERWISE SUBMITTED TO OR THROUGH THE SITES.

ANY PRODUCTS AND/OR SERVICES DESCRIBED ON THE SITES ARE OFFERED IN JURISDICTIONS WHERE THEY MAY BE LEGALLY OFFERED. THE INFORMATION ON THE SITES IS NOT AN OFFER OR SOLICITATION BY ANYONE IN ANYONE IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION CANNOT LEGALLY BE MADE, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE A SOLICITATION.

THE RELEASEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES WHATSOEVER ARISING FROM, CONNECTED WITH, OR RELATING TO THE SITES. YOU EXPRESSLY ACKNOWLEDGE THAT FOOD BANKS CANADA HAS ENTERED INTO THIS AGREEMENT WITH YOU (OR, WITH YOUR PARENT/LEGAL GUARDIAN ON YOUR BEHALF IF YOU ARE UNDER THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE) AND MAKES THE SITES AVAILABLE TO YOU, IN RELIANCE UPON THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE AGREEMENT BETWEEN YOU (OR, YOUR PARENT/LEGAL GUARDIAN ON YOUR BEHALF IF YOU ARE UNDER THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE) AND FOOD BANKS CANADA. YOU (AND YOUR PARENT/LEGAL GUARDIAN ON YOUR BEHALF IF YOU ARE UNDER THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE) EXPRESSLY AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN WILL SURVIVE, AND CONTINUE TO APPLY IN THE CASE OF A FUNDAMENTAL BREACH OR BREACHES, THE FAILURE OF ESSENTIAL PURPOSE OF CONTRACT, THE FAILURE OF ANY EXCLUSIVE REMEDY, OR TERMINATION OF THIS AGREEMENT.

11. Electronic Transmissions

The transmission of data or information over the internet or other forms of networks may not be secure, and is subject to possible loss, interception or alteration while in transit. The Releasees do not assume any liability for any damage you may experience or costs you may incur as a result of any electronic transmissions over the internet or otherwise within the Sites, such as transmissions involving the exchange of electronic messages of any kind (including those which may contain your personal information). In no event will the information you provide on or through the Sites be deemed to be confidential, create any fiduciary obligations to you on our part, or result in any liability to you on our part

in the event that such information is inadvertently released by us or accessed by third parties without your consent. While every effort is made to ensure that all software provided on the Sites is suitable for use on a wide variety of computer systems, you should take reasonable and appropriate precautions to scan for computer viruses, and ensure compatibility of the software with your specific computer system. You should ensure that you have a complete and current backup of the information contained on your computer system prior to installing any such software.

12. Privacy

Without limiting the generality of these Terms of Use, your use of the Sites is also subject to the terms of our Privacy Policy, which is hereby incorporated into and made part of these Terms of Use. Please carefully review our privacy policy at <https://foodbanksCanada.ca/privacy-policy/>. By using the Sites, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) signify that you have read, fully understand and agree to be legally bound by our Privacy Policy.

13. Accuracy and Changes

Facts and information provided by Food Banks Canada on the Sites are believed to be accurate when placed on the Sites. Changes may be made at any time to the information at this Sites without prior notice. Please consult us for complete and up-to-date information on products and services.

The content on Sites is provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain more specific or professional advice before taking, or refraining from, any action or inaction on the basis of the content on the Sites.

Although we make reasonable efforts to update the information on Sites, we make no representations, warranties, or guarantees, whether express or implied, that the content on the Sites is accurate, complete, or up to date. Your use of the Sites is at your own risk and neither Food Banks Canada nor its directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever for your use of the Sites.

The Sites may include content provided by third parties, including from other users and third-party licensors. All statements and/or opinions expressed in any such third-party content, other than the content provided by Food Banks Canada, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of Food Banks Canada. Neither Food Banks Canada nor its directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever to you, or any third party, for the content or accuracy of any third-party materials.

14. Links

This Sites may contain links to websites that are independently owned and operated by third parties. These other websites may have their own privacy policies and terms and conditions that are not governed by these Terms of Use. We are not responsible for the privacy practices or the content of any website(s) owned and operated by any such third parties. Other websites may collect and treat information collected differently, so we encourage you to carefully read and review the privacy policy for each website you visit. Any links from this Sites to other websites, or references to products, services or publications other than

those of Food Banks Canada, do not imply the endorsement or approval of such websites, products, services or publications by Food Banks Canada.

15. Termination

If you breach any provision of these Terms of Use or Privacy Policy, you may no longer use the Sites. We may, in our sole discretion, change, suspend or terminate, temporarily or permanently, the Sites or any part thereof or any of its features at any time, for any reason, without any notice or liability to you or any other entity. If these Terms of Use or your permission to use the Sites is terminated by us for any reason, the Agreement formed by your (or, your parent's or legal guardian's on your behalf, if you are under the age of majority in your jurisdiction of residence) acceptance of these Terms of Use will nevertheless continue to apply and be binding upon you in respect of your prior use of the Sites and anything relating to or arising from such use. If you are dissatisfied with the Sites or with these Terms of Use or Privacy Policy, then your sole and exclusive remedy is to discontinue using the Sites. The Disclaimer and Limitation of Liability, Intellectual Property and Indemnity provisions in this Agreement shall survive any termination of this Agreement.

16. Governing Law and Choice of Forum

The Sites and these Terms of Use will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule (whether of the laws of the Province of Ontario or any other jurisdiction) and notwithstanding your domicile, residence, or physical location.

Any action or proceeding arising out of or relating to this Sites and under these Terms of Use will be instituted in the courts of the Province of Ontario and/or the Federal Court of Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

17. General

If any provision of these Terms of Use is held invalid or unenforceable by any court having competent jurisdiction, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of these Terms of Use shall continue in full force and effect. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof; and no single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

These Terms of Use are binding upon you, your heirs, executors, beneficiaries, successors and assigns and you may not assign this Agreement to any other party without our prior written consent, which consent may be withheld in our sole and absolute discretion.