

Website Terms of Use

1. Acceptance of Terms

- By using or visiting a TAKNOLOGY (Canada) Inc. ("Taknology") website (the "Website"), you agree to these terms and conditions (the "Terms").
- TAKNOLOGY may, in its sole discretion, revise these Terms at any time without advance notice to you. You are bound by such revisions by continuing to use or visit the Website after they are posted online.

2. TAKNOLOGY Website

- These Terms apply to all users of the Website, including users who contribute content to the Website. The Website may contain interactive areas designed to allow you to post content on the Website and/or comment, including by commenting on our blogs. The use of these features is additionally governed by the [Code of Conduct](#).
- The Website may contain links to third party websites that are not owned or controlled by TAKNOLOGY. The links to the third party websites are provided for your convenience, and the inclusion of the links does not imply approval or endorsement of the third party websites by TAKNOLOGY. TAKNOLOGY has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites.

3. User Accounts

- To access some features of the Website, you may have to register for a TAKNOLOGY user account. When registering for your user account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your user account, and you must keep your account password secure. You must notify TAKNOLOGY immediately of any breach of security or unauthorized use of your user account.
- Although TAKNOLOGY will not be liable for your losses caused by any unauthorized use of your user account, you may be liable for the losses of TAKNOLOGY or others due to such unauthorized use.

4. Ownership of Website Content

- As between you and TAKNOLOGY, TAKNOLOGY owns all intellectual property rights, including without limitation copyright and trade-mark rights, in all materials on or comprising the Website ("Content"), including, without limitation, all written, audio visual or other materials and graphical elements on the Website, but excluding User Content (defined below in Section 5(a)). Permission is granted to temporarily download one copy of the materials (information or software) the Website for personal transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
 - modify or copy the materials;

- use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
 - attempt to decompile or reverse engineer any software contained on Taknology (Canada) Inc.'s web site;
 - remove any copyright or other proprietary notations from the materials; or
 - transfer the materials to another person or "mirror" the materials on any other server.
- This license shall automatically terminate if you violate any of these restrictions and may be terminated by Taknology at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.
- TAKNOLOGY's express, prior, written permission is required for any Content that is not included in the license above, such as any graphical elements or website code, and/or for the use of Content for any purpose not expressly permitted above, such as for any commercial purpose whatsoever.
 - The TAKNOLOGY logos are trade-marks of TAKNOLOGY, and may not be used without the express written permission of TAKNOLOGY.

5. User Content; Privacy

- You may be able to post or upload (in designated areas of the Website) written content or other content (collectively "User Content") to the Website.
- You are solely responsible for your own User Content and the consequences of posting or publishing it. By uploading or posting User Content to the Website, you automatically grant TAKNOLOGY a worldwide, non-exclusive, royalty free, license to use, reproduce, modify, translate into different languages or formats, and publish such User Content on the Website for the purpose of sharing the User Content with users and visitors of the Website and to promote the Website. You represent and warrant that you own or have the rights to use and license TAKNOLOGY to use the User Content in the manner contemplated by the Website and these Terms.
- By accessing and/or using the Website, you may provide us with personal information as described in our Privacy Policy. You acknowledge that you have read and understood our [Privacy Policy](#), which governs the collection, use, storage and disclosure of such personal information.

6. DISCLAIMER

YOUR USE OF THIS WEBSITE IS ENTIRELY AT YOUR OWN RISK. THE WEBSITE AND CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. TAKNOLOGY DOES NOT

WARRANT THAT THE WEBSITE OR CONTENT CONTAINED IN THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WITHOUT LIMITING THE FOREGOING, TAKNOLOGY DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, THE ABILITY TO USE, OR THE RESULT OF USE OF THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. TAKNOLOGY MAY MAKE CHANGES OR IMPROVEMENTS TO THE CONTENT OR THE WEBSITE AT ANY TIME. TAKNOLOGY MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

7. LIMITATION OF LIABILITY

TAKNOLOGY, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, OR DAMAGES RESULTING FROM ANY (I) ERRORS OR OMISSIONS IN CONTENT, (II) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, OR (V) FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF THE LEGAL THEORY GIVING RISE TO THE DAMAGES, AND EVEN IF TAKNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT TAKNOLOGY, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

8. INDEMNITY

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS TAKNOLOGY, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, JUDGMENTS, LOSSES, LIABILITIES, COSTS OR DEBT, ATTORNEY'S FEES AND OTHER EXPENSES ARISING FROM: (I) YOUR USE OF AND ACCESS TO THE WEBSITE; (II) YOUR VIOLATION OF ANY THIRD PARTY RIGHT,

INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, OR PRIVACY RIGHT; OR (III) ANY CLAIM THAT YOU DID NOT HAVE THE RIGHT TO PROVIDE ANY USER CONTENT OR THAT YOUR USER CONTENT CAUSED DAMAGE TO A THIRD PARTY. THIS DEFENSE AND INDEMNIFICATION OBLIGATION WILL SURVIVE THESE TERMS AND YOUR USE OF THE WEBSITE. IN SUCH A CASE, TAKNOLOGY WILL PROVIDE YOU WITH WRITTEN NOTICE OF SUCH CLAIM, SUIT OR ACTION.

9. Miscellaneous

- You affirm that you are either more than 18 years of age, or possess parental or guardian consent to agree to these Terms and access and use the Website, and are otherwise fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

- These Terms will be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located in the Province of Ontario, Canada. The Website is physically maintained and operated by TAKNOLOGY from the Province of Ontario.

- You may not assign these Terms or assign any rights or delegate any obligations under these Terms, in whole or in part, whether voluntarily or by operation of law, without our prior written consent.

- These Terms constitute the entire agreement between you and TAKNOLOGY with respect to the subject matter and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remaining provisions of the Terms will continue in full force and effect.

- In the event of any inconsistency between the English and French versions of these Terms, the English version shall govern.

Code of Conduct

- You may not use the TAKNOLOGY Website for any illegal or unauthorized purpose. In addition to the laws of the Province of Ontario, Canada, you also agree to comply with all local laws that apply to your use of the Website.

- You may not use the Website in any manner which could disable, overburden, damage, or impair the Website, TAKNOLOGY's servers or computer network, or interfere with any other party's use and enjoyment of the Website.

- You agree that you are responsible for your own conduct and communications while using the Website and for any consequences of that use. By way of example, and not as a limitation, you agree that when using the Website, you will not:

- post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content;

- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

- post or upload any User Content that infringes any patent, trademark, copyright, trade

secret or other intellectual property right of any party;

- impersonate another person, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of any content;

- use the Website in connection with surveys, contests, junk email, spamming or any duplicative messages (commercial or otherwise);

- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Website to collect information about other users or domain names;

- upload files that contain bugs, viruses, trojan horses, worms, or any other similar software or programs that may damage the operation of the computer or property of another; or

- submit User Content that falsely expresses or implies that such User Content is sponsored or endorsed by any party where it is not sponsored or endorsed by such party.

- While TAKNOLOGY prohibits such conduct and User Content in connection with the Website, you understand and agree that nonetheless you may be exposed to such conduct or User Content and that you use the Website at your own risk.

- TAKNOLOGY reserves the right to monitor use of this Website to determine compliance with these Terms. Although TAKNOLOGY does not read, review, vet or otherwise assess User Content in advance of its posting, TAKNOLOGY reserves the right to remove any User Content and/or terminate your TAKNOLOGY User Account without notice for breach or for any other reason.