

## Terms of Use

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These Terms of Use apply to all visitors to and users of the Site (“Users”), whether or not you have registered or subscribed for any of the products offered on the Site, including any mobile version thereof, or have contributed User Content, as defined below. By accessing or using the Site, you signify that you have read, understand and agree to be bound by these Terms of Use (“Terms of Use” or “Agreement”). You also agree to be bound by these Terms of Use, if you post TorontoBoatShow.com links on your site, whether or not you are a registered member of TorontoBoatShow.com.

We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time. If we do this, we will post the changes to these Terms of Use on this page and will indicate at the top of this page the date these terms were last revised. Your continued use of the Service or the Site after any such changes are posted constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, do not use or access (or continue to use or access) the Service or the Site. We will make reasonable efforts to notify registered users and subscribers of material changes to these Terms of Use by email or other regular communications, but it is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Use and to review such changes.

PLEASE READ THESE TERMS OF USE AND THE PRIVACY POLICY CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

## Privacy

We care about the privacy of our users. Canadian Boat Shows Inc. has established a Privacy Policy to govern how user information is collected and used. By registering, accessing or using the Site, you are signifying your acknowledgement and agreement to Canadian Boat Shows Inc. Privacy Policy. See the TorontoBoatShow.com footer to view the Privacy Policy.

Children: If you are under the age of 18, be sure to obtain your parent or guardian’s permission before you send any personal information to us, or anyone else. We encourage parents to get involved with their children’s online usage and

to be aware of the activities in which they are participating.

### **Accuracy of Registration Information**

In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site (“Registration Data”); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide, to keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account.

### **Proprietary Rights in Site Content; Limited License**

All content on the Site and available through the Service, including designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement (the “Site Content”), are the property of Canadian Boat Shows Inc., its users or its licensors with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without our prior written permission, except that the foregoing does not apply to your own User Content (as defined below) that you legally post on the Site. You are granted a limited license to access and use the Site and the Site Content and to download or print a copy of any portion of the Site Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content, you may not upload or republish Site Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Site Content is strictly prohibited. Such license is subject to these Terms of Use and does not permit use of any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Site or the Site Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time without notice and with or without cause.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site (“Submissions”), provided by you are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to

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## User Conduct

The Site is available for your personal, non-commercial use only. You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by you will violate or infringe the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material.

In addition, and without limitation, you agree not to use the Service or the Site to:

- harvest or collect email addresses or other contact information of other users from the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- solicit other users to join or become members of any commercial online service or other organization without our prior written approval;
- use the Site in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site;
- use automated scripts to collect information from or otherwise interact with the Site;
- upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- upload, post, transmit, share, store or otherwise make available any videos other than those of a personal nature that: (i) are of you or your friends, family or colleagues, (ii) are taken by your friends, family or colleagues, or (iii) are original art or animation created by you or your friends, family or colleagues;
- register for more than one User account, register for a User account on behalf of an individual other than yourself, or register for a User account

- on behalf of any group or entity;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
- upload, post, transmit, share, store or otherwise make publicly available on the Site any private information of any third party, including, addresses, phone numbers, email addresses, Social Insurance Numbers and credit card numbers;
- solicit personal information, passwords or personally identifying information for commercial or unlawful purposes;
- upload, post, transmit, share or otherwise make available any material that contains software viruses 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;
- intimidate or harass another;
- upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any municipal, provincial, federal or international law;
- use or attempt to use another’s account, service or system without authorization, or create a false identity on the Site;
- upload, post, transmit, share, store or otherwise make available content that, in our sole judgment, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose us or our users to any harm or liability of any type.

### **Non-Commercial**

You may use this Site for personal, non-commercial use only. As a condition of your use of Site, you agree that you will not (and will not authorize anyone else to) sell or modify any Site Content or User Content or reproduce, display, distribute, or otherwise use any Site Content or User Content in any way for any commercial purpose without our written permission. You agree to cooperate in causing any unauthorized use of the Site immediately to cease. In addition, you may not use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party’s use and enjoyment of the Site.

### **User Content Posted on the Site**

You are solely responsible for the photos, profiles (including your name, image, and likeness), forum messages and comments, notes, text, information,

music, video, listings, and other content that you upload, publish or display (hereinafter, “post”) on the Site, or transmit to or share with other users (collectively the “User Content”). You may not post, transmit, or share User Content on the Site that you did not create or that you do not have permission to post.

We have no obligation to review User Content, either before or after it is posted. However, we reserve the right to review the Site and may edit, delete or remove (without notice) any Site Content or User Content in our sole discretion, at any time and for any reason or no reason, including User Content that in our sole judgment violates these Terms of Use or our Privacy Policy, or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Site or provide to us.

When you post User Content to the Site, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of the User Content on the Site. By posting User Content to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to us an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose, commercial, advertising, or otherwise, on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. By submitting User Content, you also grant us the right, but not the obligation, to use your personal information including, without limitation, your name and geographical location in connection with broadcast, print, online, promotional or other use or publication of your User Content. You waive any and all claims you may now or later have in any jurisdiction to “moral rights” or equivalent rights of authorship with respect to the User Content. You may remove your User Content from the Site at any time. If you choose to remove your User Content, the license granted above will automatically expire, however you acknowledge that we may retain archived copies of your User Content.

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The Service may include certain services that are available via your mobile phone. Your carrier’s normal messaging, data and other rates and fees will apply. You should check with your carrier to find out what plans are available and how much they cost. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you should check with your carrier to find out if the Mobile Services are available for your

mobile devices, and what restrictions, if any, may be applicable to your use of such Mobile Services. By using the Mobile Services, you agree that we may communicate with you regarding Toronto Boat Show and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your TorontoBoatShow.com account information to ensure that your messages are not sent to the person that acquires your old number.

### **Linking To Our Website**

We hereby grant you a non-exclusive, limited license, revocable at our discretion, for you to link to the Site's home page from any site you own or control that is not commercially competitive with the Site and does not criticize or otherwise injure us, so long as the site where the link resides, and all other locations to which such site links, comply with all applicable laws and do not in any way abuse, defame, stalk, threaten or violate the rights of privacy, publicity, intellectual property or other legal rights of others or, in any way, post, publish, distribute, disseminate or facilitate any inappropriate, infringing, defamatory, profane, indecent, obscene or illegal/unlawful information, topic, name or other material or that violates the spirit of our mission. Such a link is not an endorsement of such other site(s) by us. All of our rights and remedies are expressly reserved.

### **Copyright Complaints**

We respect the intellectual property rights of others and we prohibit users from uploading, posting or otherwise transmitting on the TorontoBoatShow.com website or service any materials that violate another party's intellectual property rights. If you believe that any material on the Site infringes any copyright that you own or control, you may send a written notification of such infringement to us. If we receive notification of an alleged infringement, we will investigate the complaint and, if we consider it to be justified we will remove or disable access to the allegedly infringing material and terminate the accounts of infringers as described herein.

### **Third Party Websites and Content**

The Site contains (or you may be sent through the Site) links to other websites ("Third Party Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Content"). Such Third Party Content is not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Content

posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

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The Site may be temporarily unavailable from time to time for maintenance or other reasons. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. We are not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Site or combination thereof, including injury or damage to User's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the Web and/or in connection with the Service, including any Mobile Service. Under no circumstances will we be responsible for any loss or damage, including any loss or damage to any User Content or personal injury or death, resulting from anyone's use of the Site, any User Content or Third Content posted on or through the Site or transmitted to Users, or any interactions between users of the Site, whether online or offline.

The Site, and all Site content and user content are provided "as-is". Canadian

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### **Limitation on Liability**

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### **Termination**

We reserve the right, at our sole discretion, to limit or terminate access to the Site, delete your profile and any content or information that you have posted on the Site and/or prohibit you from using or accessing the Site (or any portion, aspect or feature of the Site) for any reason, or no reason, at any time in our sole



discretion, with or without notice. Without limiting the generality of the foregoing, we may at our sole discretion limit access to the Site and/or terminate the registration, subscription or membership of any User who violates these Terms of Use or infringes any intellectual property rights of others.

### **Governing Law; Venue and Jurisdiction**

These Terms of Use shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to its conflict of laws provisions. The User hereby irrevocably consents to the jurisdiction of the Courts in the Province of Ontario with respect to any matters of issue herein.

### **Arbitration**

YOU AGREE THAT, EXCEPT AS MAY OTHERWISE BE PROVIDED IN REGARD TO SPECIFIC SERVICES ON THE SITE IN ANY SPECIFIC TERMS APPLICABLE TO THOSE SERVICES, THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THESE TERMS OF USE, THE SITE (INCLUDING YOUR VISIT TO OR USE OF THE SITE) SHALL BE FINAL AND BINDING ARBITRATION, except that: (a) to the extent that either of us has in any manner infringed upon or violated or threatened to infringe upon or violate the other party's patent, copyright, trademark or trade secret rights, or you have otherwise violated any of the user conduct rules set forth herein then the parties acknowledge that damages is not an adequate remedy at law and that injunctive or other appropriate relief may be sought; and (b) no disputes or claims relating to any transactions you enter into with a third party through TorontoBoatShow.com may be arbitrated. Any arbitration shall be conducted in Toronto, in English, by a single arbitrator in accordance with the Arbitration Act (Ontario).

To the fullest extent permitted by applicable law, NO ARBITRATION OR CLAIM UNDER THESE TERMS OF USE SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICE, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. In no event shall any claim, action or proceeding by you related in any way to the Site (including your visit to or use of the Site) be instituted more than two (2) years after the cause of action arose.

### **Indemnity**

You agree to indemnify and hold Canadian Boat Shows Inc., its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners

and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any User Content you post or share on or through the Site, your use of the Site, your conduct in connection with the Site or with other users of the Site, or any violation of this Agreement or of any law or the rights of any third party.

### **Other**

These Terms of Use constitute the entire agreement between you and us regarding the use of the Site, superseding any prior agreements between you and us relating to your use of the Site. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.