



Salerno (Devil's) Lake Cottagers' Association

June 7th 2016

Terms of Use

Please read the following carefully.

The following is the Salerno (Devil's) Lake Cottage Association ("**SDLCA**", "**Association**", "**We**", "**Our**", or "**Us**") website Terms of Service (the "**TOS**"). These TOS define the terms and conditions that you ("**You**" or "**Your**") agree to when You register, access and/or use the SDLCA website at www.sdlca.ca (the "**Website**"). BY CONTINUING TO ACCESS AND USING THE WEBSITE, YOU ARE CONSENTING TO BE BOUND BY THESE TOS, AND ALL RELATED POLICIES AND GUIDELINES OF SDLCA, IF ANY, AS INDICATED IN THESE TOS ARE INCORPORATED BY REFERENCE.

The Association reserves the exclusive right to revise, change or amend any portion of these TOS, or any other policies or guidelines governing the Website, at any time, in its sole discretion and without advance notice to You. You agree to comply with all policies regarding permitted and prohibited uses of the Website that may be posted by the Association on the Website. Any changes will be effective upon posting of the revisions on the Website. Your use of the Website will be subject to the most current version of these TOS posted on the Website at the time of such use. YOUR CONTINUED USE OF THE WEBSITE FOLLOWING OUR POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS. IF YOU DO NOT AGREE TO ANY CHANGES TO THE TOS, PLEASE IMMEDIATELY DISCONTINUE USE OF THE WEBSITE.

At the sole discretion of the Association, if You are in violation of the TOS, You may have Your access and use of the Website terminated and/or, if appropriate, be subject to a civil action and/or criminal prosecution.

1. INTERPRETATION

The provisions contained in these TOS are intended to be guidelines for You as it relates to acceptable behaviour and conduct in connection with Your use of the Website. THESE PROVISIONS ARE NOT MEANT TO BE EXHAUSTIVE. In general, any conduct that violates any laws, regulations, or any of the generally accepted norms of the Internet community, whether or not expressly mentioned in these TOS, is prohibited. The Association reserves the exclusive right, at any and all times, to prohibit any of Your activities, in connection with Your use of the Website, that in any way damage the reputation and goodwill of the Association or any of its members.

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

2. DISCLAIMER

THE WEBSITE PROVIDED BY SDLCA, IS PROVIDED TO YOU “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

THE ASSOCIATION IS NOT RESPONSIBLE FOR ANY DAMAGES ARISING FROM YOUR USE OF THE WEBSITE.

3. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL THE ASSOCIATION, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR MEMBERS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM: (I) THE USE OR THE INABILITY TO USE OR ACCESS THE WEBSITE; OR (II) ANY OTHER MATTERS RELATING TO THE WEBSITE OR THE CONTENT OR INFORMATION FOUND THEREIN.

4. GENERAL

- (a) You may only use the Website for lawful purposes.
- (b) Transmission, distribution, downloading or storage of any content or user generated content in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trade-mark, trade secret or other intellectual property rights used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
- (c) You are prohibited from knowingly sending message to other users of the Website that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, libellous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable, including but not limited to any message that encourages conduct that would constitute a criminal offence, violate the laws of others or otherwise violates any applicable local, provincial, national or international law.
- (d) You hereby grant to the Association a non-exclusive, worldwide, royalty-free, irrevocable and non-terminable right to display, publish, sub-license, transmit and otherwise use any of Your user generated content, submitted, transmitted, uploaded or otherwise made available on the Website, in connection with the Website or the Association and for any reason whatsoever.

- (e) The Association has no obligation to monitor the Website. However You agree that We have the right to monitor and investigate Your use of the Website from time to time and to disclose any information as necessary to:
 - (i) satisfy any law, regulation or other governmental request or to assist in the pursuit of any legal action against you;
 - (ii) ensure or enforce compliance with these TOS; or
 - (iii) protect the Association or its members.
- (f) You agree that any user generated content that You submit for publication on the Website will not contain anything leading to an abusive or unethical use of the Website. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, and any defamatory, harassing and harmful materials or uses. You agree to indemnify, defend and hold harmless the Association and its officers, directors, employees, agents and advisors and members from and against any claims, losses, judgments, damages, costs and expenses (including, without limitation, reasonable legal fees and disbursements), incurred by any of the foregoing parties due to or resulting from Your publication of such materials or Your use of such materials.
- (g) Due to the public nature of the Internet, all information should be considered generally accessible to the public and important or private information should be treated carefully. The Association is not liable for protection or privacy of Your e-mail or Your other information transferred through the Internet or any other network the Association or its members may utilize.
- (h) Your use of any content obtained via the Website is at Your own risk. The Association specifically denies any responsibility for the accuracy or quality of information obtained through the Website.
- (i) You agree to indemnify, defend and hold harmless the Association and its officers, directors, shareholders, employees, agents and advisors and members, from any and all liability, claim, loss, judgment, damage, cost or expense (including, without limitation, reasonable legal fees and disbursements) arising out of Your breach or violation of any covenant contained in these TOS, or resulting from Your use of the Website.

5. APPLICABLE LAW

You agree that all matters relating to the use of the Website and the content shall be governed, controlled, interpreted and defined by and under the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any principles of conflicts of laws. You also agree that any action at law or in equity arising out of or relating to these TOS or Your use of the Website will be filed only in a court located in Toronto, Ontario, Canada and You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts for the purpose of any such action.

6. ENTIRE AGREEMENT

These TOS constitute the entire agreement between You and the Association relating to the subject matter hereof and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter and these TOS may not be amended or modified except in writing or by making such amendments or modifications available on the Website.

7. ASSIGNMENT

You may not assign, convey, subcontract or delegate any of Your rights, duties or obligations hereunder.

8. SEVERABILITY

If any provision of these TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these TOS remain in full force and effect.

9. LIMITATION

You agree that regardless of any statute or law to the contrary, any Claim arising out of or related to use of the Website or these TOS must be filed within 6 months after such claim or cause of action arose or be forever barred.