



## WEBSITE USER AGREEMENT AND TERMS OF USE

### Acceptance of Terms of this Agreement through Use

1. AthletesCAN maintains a database and website currently located at [www.athletescan.com](http://www.athletescan.com) (the "Website") which provides articles, publications, information, data, registration and other materials (the "Content"). The Website is provided to you subject to your compliance with the terms and conditions of use defined in this Agreement. By accessing or using the Website you agree to be bound by this Agreement. If you do not agree to be bound by this Agreement, please do not access or use the Website.

### Modifications to this Agreement

2. AthletesCAN reserves the right to change this Agreement at any time and your continued access to or use of the Website after such changes indicates your acceptance of this Agreement as modified. It is your responsibility to review this Agreement regularly.

### Children

3. The Website is not intended for use by minors, especially those under age 13. To access, use or register with the Website, minors must get prior permission of their parent(s) and/or legal guardian(s). By your use of the Website, you represent and warrant that you are the age of majority or have sought permission from your parent(s) and/or legal guardian(s).

### Conduct

4. You may not use the Website:
  - a) For the purposes of fraud or for any activity that contravenes the laws of Canada or any other applicable jurisdiction.
  - b) To engage in activities that cause or are likely to cause disruption or denial of service to any user of the Website.
  - c) To impersonate any other person.
  - d) To upload, post, e-mail or otherwise transmit:
    - i. Any content that is offensive, obscene, unlawful, threatening, abusive, harassing, defamatory, hateful, invasive of another's privacy or otherwise objectionable.
    - ii. Material which is designed to cause annoyance, inconvenience, or needless anxiety to others;
    - iii. Any content which infringes the patent, trademark, trade secret, copyright or other proprietary right of any other party;
    - iv. Any unsolicited or unauthorized advertising or commercial material, "junk mail", "spam", "chain letter", "pyramid scheme" or any other form of solicitation.
    - v. Any material that contains software viruses or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer software or telecommunications equipment.

### Disclaimer of Warranties

5. You expressly understand and agree that:
  - a) Your use of the Website is at your sole risk.
  - b) The Website and the materials provided on the Website are provided "as is" and "as available" without representations, warranties or conditions of any kind, either express or implied.
  - c) Any material downloaded, printed or otherwise obtained through the use of the Website is done at your sole discretion and risk and you will be solely responsible for any

- damage to your computer system or loss of data that results from the downloading, printing or use of any such material.
- d) No advice or information whether oral or written, obtained by you from the Website will create a warranty, entitlement or right owed to you.
  - e) You will not use any automated device or process, such as a "bot" or a "spider," to copy or extract information or content from the Website.
6. AthletesCAN has made reasonable efforts to ensure that the materials contained on the Website are accurate, however, it does not warrant or guarantee:
- a) The accuracy, currency or completeness of the materials;
  - b) That the Website will be available without interruption, error or omission;
  - c) That defects will be corrected; or
  - d) That the Website and the server(s) that make it available are free from viruses or other harmful components.

### **Limitation of Liability and Indemnification**

7. In no event will AthletesCAN, its respective directors, agents or employees be liable for any loss, cost or damages whatsoever (including, without limitation, damages for harm to business, loss of profits, programs or data, interruption of activities or any other pecuniary or economic loss) whether direct, indirect, incidental, punitive, special, exemplary, consequential or otherwise arising out of any use or misuse of, or any defects, inaccuracies, errors or omissions in or on this Website without regard to the form of action.
8. You agree to indemnify and hold AthletesCAN harmless from any and all losses, damages, liability and costs (including reasonable attorneys' fees) resulting directly or indirectly from any claim or demand against AthletesCAN arising out of or related to the accuracy or completeness of the Website, your use of the Website, your connection to the Website, your violation of these Terms of Use, or your violation of any rights of another.

### **Third Party Websites / Linking**

9. Access by way of links to other websites is provided by the Website for convenience. AthletesCAN does not control the content of such websites and your use of any linked websites is at your own risk.

### **International Use**

10. By choosing to access the Website from any location other than Canada, you accept full responsibility for compliance with all local laws that are applicable. AthletesCAN makes no representation that materials on the Website are appropriate or available for use in locations outside Canada, and accessing them from territories where their contents are illegal is prohibited. You may not use, export or re-export any materials from the Website in violation of any applicable laws or regulations, including, but not limited to, any Canadian export laws and regulations.

### **Intellectual Property Rights**

11. The information, content, graphics, text, sounds, images, buttons, trademarks, service marks, trade names and logos contained on the Website are protected by copyright, trademark, database right and other intellectual property laws.
12. You are granted a limited license solely for your own personal, non-commercial use to refer to, bookmark, or point to any page within the Website, and to download the materials contained on the Website to a single personal computer and print a single hard copy of the materials contained on the Website for your own personal reference, provided however that all copyright, trade mark and other propriety notices are left intact. The grant of this limited license is conditional on your agreement to, and compliance with, all of the terms of this Agreement. Any other use of the materials on the Website, including any form of copying or reproduction, (for any purposes other than those noted above) modification, distribution, re-

publication, extraction, re-utilization, incorporation, or integration with other materials or works or re-delivery without the prior written permission of AthletesCAN, is strictly prohibited and is a violation of the proprietary rights of AthletesCAN or its affiliates.

### **Modifications/Termination to this Agreement and Services**

13. AthletesCAN reserves the right to change this Agreement at any time and your continued access to or use of the Website after such changes indicates your acceptance of this Agreement as modified. It is your responsibility to review this Agreement regularly.
14. AthletesCAN reserves the right to modify, suspend or discontinue the Website or any portion thereof with or without notice to you. AthletesCAN will not be liable to you or any third party should it exercise its right to modify, suspend or discontinue services.
15. Without limiting the foregoing, AthletesCAN will have the right to immediately terminate your access to the Website in the event of any conduct by you which AthletesCAN, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of this Agreement and Terms of Use.

### **Privacy and Protection of Personal Information**

16. AthletesCAN respects your right to privacy. By agreeing to the terms of this Agreement, you may be providing AthletesCAN with your personal information. This information will be used by AthletesCAN for the purpose for which it was provided by you, and for verification purposes, transactions, communications, registration and statistical analysis. This information may also be useful to provide you with details of products, services, contests, events, competitions, training camps or promotions being provided or run by AthletesCAN or any other of its associated organizations or any third party which we may select and which we may think may be of interest to you, unless you have otherwise specifically opted not to receive this information.
17. AthletesCAN acknowledges that they are governed by the *Personal Information Protection and Electronic Documents Act* (PIPEDA) and will comply with such legislation.

### **Jurisdiction**

18. The Website is established and operated in accordance with the laws of Canada and this Agreement will be interpreted in accordance with the laws of the Province of Ontario. You hereby consent and submit to the exclusive jurisdiction of the courts of the Province of Ontario in any action or proceeding related to this Website and agree not to commence any such action or proceeding except in Ottawa, Ontario, Canada.

### **General**

19. This Agreement constitutes the entire agreement between you and AthletesCAN and governs your use of the Website.
20. Your continued use of the website constitutes affirmative acknowledgement by you of the terms and conditions of the Agreement, including without limitation, any modifications or changes thereto.
21. If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.
22. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Website or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.