

Terms of Use

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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 VancouverBoatShow.ca 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

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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 the

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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.

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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.

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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.

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We respect the intellectual property rights of others and we prohibit users from uploading, posting or otherwise transmitting on the VancouverBoatShow.ca 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.

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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,

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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 VancouverBoatShow.ca 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.