

# LandWeb Terms of Service

Last updated: June 07, 2018

These Terms of Service (“Terms”, “Terms of Service”) govern your relationship with <http://landweb.ca/> website (the “Service”) operated by fRI Research (“us”, “we”, or “our”).

Please read these Terms of Service carefully before using the Service.

Your access to and use of the Service is based on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms and accept all legal consequences. If you do not agree to these terms and conditions, in whole or in part, please do not use the Service.

## Definitions

**“Content”** refers to all intellectual property of fRI Research and includes any material, data, information, tools, scripts, literary or artistic work, database, documents, files, films, photographs, analyses, programs, software, systems, inventions, concepts, processes and other property and information obtained, acquired, developed, generated, created or produced by fRI Research in any such way as paper printout, electronic file, or any other means.

**“Publication”** refers to any electronic or paper document, report, graphic, map, and any other type of work generated, prepared, developed, written, typed, created or produced that is distributed internally or externally in any way.

## Intellectual Property

The Service and all contents, including but not limited to text, images, graphics or code are the property of fRI Research, unless otherwise stated, and are protected by copyright, trademarks, database and other intellectual property rights. All content not belonging to fRI Research is the property of the acknowledged content owners and may be protected by copyright or other applicable laws in their respective jurisdictions.

These Terms do not grant you a license to use any trademark of fRI Research or its affiliates.

You further agree not to use, change or delete any proprietary notices from materials downloaded from the Service.

## Acknowledgment and Publications

You agree to recognize fRI Research for its contribution to any publications that made use of the content from the Service. All publications must recognize the entirety of all fRI Research partners supporting the development of the Service, unless otherwise prohibited (academic journal or institutional policy).

You agree to provide fRI Research with a 30-day period to review and comment on any publication that made any use of content from the Service.

## Non-endorsement

The content and tools supplied on this website are to help better inform policies and/or operational practices. The use of the content or the Service does not imply or otherwise indicate that fRI Research endorses the policies, practices, or other use of the content, and no such endorsement may be suggested.

## **Links To Other Web Sites**

The Service may contain links to third-party web sites or services that are not owned or controlled by fRI Research.

fRI Research has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that fRI Research shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

## **Termination**

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach the Terms.

All provisions of the Terms shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Upon termination, your right to use the Service will immediately cease.

## **Indemnification**

You agree to indemnify, defend and hold harmless fRI Research, its principals, officers, directors, representatives, employees, contractors, licensors, licensees, suppliers and agents, from and against any claims, losses, damages, losses, obligations, costs, actions or demands.

These include but are not limited to: (a) legal and accounting fees resulting from your use of the Service; (b) your breach of any of these Terms; and (c) anything you post on or upload to the Service.

## **Limitation Of Liability**

fRI Research, its directors, employees, partners, agents, suppliers, or affiliates, shall not be liable for any loss or damage, direct or indirect, incidental, special, consequential or punitive damages, including without limitation, economic loss, loss or damage to electronic media or data, goodwill, or other intangible losses, resulting from (i) your access to or use of the Service; (ii) your inability to access or use the Service; (iii) any conduct or content of any third-party on or related to the Service; (iv) any content obtained from or through the Service; and (v) the unauthorized access to, use of or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other claim in law, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

## **Disclaimer And Non-Waiver of Rights**

fRI Research makes no guarantees, representations or warranties of any kind as regards the website and associated technology. Any purportedly applicable warranties, terms and conditions are excluded, to the fullest extent permitted by law. Your use of the Service is at your sole risk. The Service is provided on an “AS IS” and “AS AVAILABLE” basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular

purpose, non-infringement or course of performance, except as provided for under the laws of any province in Canada. In such cases, the provincial law shall apply to the extent necessary.

fRI Research its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

If you breach any of these Terms and fRI Research chooses not to immediately act, or chooses not to act at all, fRI Research will still be entitled to all rights and remedies at any later date, or in any other situation, where you breach these Terms. fRI Research does not waive any of its rights. fRI Research shall not be responsible for any purported breach of these Terms caused by circumstances beyond its control. A person who is not a party to these Terms shall have no rights of enforcement.

You may not assign, sub-license or otherwise transfer any of your rights under these Terms.

## **Exclusions**

As set out, above, some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you. Provincial laws of Canada may apply to certain products and service provided.

## **Governing Law**

These Terms shall be governed by, and interpreted and enforced in accordance with, the laws in the Province of Alberta and the laws of Canada, as applicable.

If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, then any remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements, oral or otherwise, regarding the Service.

## **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the website and the Service.

## **Contact Us**

If you have any questions about these Terms, please contact us.