**Terms of Service**

*Last Updated: 9 Sep 2015*

**What is TowneCrier?**

TowneCrier is a web application that enables the creation of unique targeted social networks, so that individuals may post a response to a “CRY” launched by subscribers. The “CRY” will be used to produce real-time aggregate data and analytics, which will be used as a guide to assist organisations in making real world choices.

**Summary**

These Terms of Service govern your use of, and access to, the website located at www.TowneCrier.ca (the “Website”). These Terms of Service set out, in part:

* Who may access and use this website;
* What may happen should you breach these Terms of Service;
* What Additional terms and conditions may apply to your use of this website;
* The rights and obligations in respect of our content and user-generated content;
* Uses of this website that are prohibited;
* Acceptable uses of this website;
* Applicable disclaimers and warranties;
* Applicable limitation of liability;
* How we address claims of intellectual property infringement;
* Information about our privacy policy.

Note that you are responsible for all conduct under your username on this Website. By using this Website, you are agreeing to comply with all applicable laws, to respect the privacy, rights and security of others, and to grant to us a right and license in, and to, the content you post to this Website. Note that if you post to this Website with location tracking turned on, the coordinates of your location are adjusted by up to 20 meters (60 feet) so that your exact location is never transmitted to our servers or displayed on this Website. However, by doing so, you are agreeing to disclose your approximate location. Please review these full Terms of Service carefully. Your account may be restricted, suspended or terminated in the event that you violate these Terms of Service.

**Accepting the Terms of Service**

TowneCrier and Digital Governance Group Ltd. (Hereinafter referred to as “DGG”), its affiliates and their successor and assigns (collectively referred to as “we”, “us” or “our”) make this Website available to you subject to these Terms of Service.

The word “you” in these Terms of Service means the individual accessing this Website or any of the particular services made available on or through this Website (the “Services”), and, if applicable, includes any other legal entity on behalf of which an individual is accessing this Website or the Services. Additionally, you agree not to access this Website or the Services on behalf of any other legal entity unless you have the authority to bind that legal entity to these Terms of Service.

You represent and warrant that: (i) you have the capacity to enter into a legal agreement in the province, state, territory or country in which you reside; and (ii) your use of this Website and the Services will not violate any applicable law or regulation in the province, state, territory or country in which you reside.

If you do not have the capacity to enter into a legal agreement in the province, state, territory or country in which you reside, do not use this Website or the Services unless your parent or guardian enters into these Terms of Service on your behalf and consents to your use of this Website and the Services. In any event, you must be at least 18 years of age to access or use this Website.

By accessing or using this Website, you accept and agree, without limitation or qualification, to be bound by and to comply with these Terms of Service. If you do not agree, without limitation or qualification, to be bound by and to comply with these Terms of Service, promptly discontinue accessing or using this Website.

**Breaches of Terms of Service**

If we believe that you have breached these Terms of Service, we reserve the right, in our sole discretion, to restrict, suspend or terminate your access to all or any part of this Website and/or Services and terminate any licenses granted to you pursuant to these Terms of Service without prior notice and without liability. We also reserve the right to pursue any and all legal and equitable remedies against you.

If you are aware of any violations of these Terms of Service, please report them to:

595 Northgate Avenue, Waterloo, Ontario

Attention: Executive Director

Email: [hello@digitalgovernancegroup.com](mailto:hello@digitalgovernancegroup.com)

Please put "Notice of Violation" in the subject line of all such notifications and include in each such notice a reasonably detailed description of the alleged violation.

**Signing up for Certain Features**

When signing up to access certain features or the Services of this Website, or to participate in certain activities run on, or through, this Website, you represent and warrant that any information you provide about yourself is true and that you will maintain and promptly update such information to keep it true and current.

If you are given a username and/or a password for the purpose of accessing certain features of this Website or the Services or participating in certain activities run on or through this Website, you are responsible for all activities conducted under that username or password, and you will take all necessary steps to ensure that no one other than you uses that username or password and that password is kept confidential. If you have any reason to believe that any password assigned to you has become known to or been used by any other person, you should inform us immediately.

If you choose to post to this Website with location tracking turned on, your approximate location will be disclosed to other users of this Website. Your location will be adjusted by up to 20 meters (60 feet) so that your exact location is never transmitted to our servers or displayed on this Website.

**Additional Terms and Conditions**

Please note that certain Services made available on or through this Website may require you to agree to further terms and conditions, including without limitation posted guidelines or rules applicable to such Services. Unless such terms and conditions expressly set out otherwise, if there is any inconsistency between those terms and conditions and these Terms of Service, these Terms of Service will prevail. All additional terms and conditions, including without limitation posted guidelines or rules, are hereby incorporated by reference into these Terms of Service.

**Content**

The contents of this Website, including any and all information, content, links, reports, data, databases, tools, e-mail, code, photographs, pictures, video, postings, graphics, interfaces, web pages, text, files, software, product names, company names, trade-marks, logos, trade names, or other materials contained on or in this Website is the “Content”. The Content includes materials contributed to this Website by or on behalf of us (“Our Content”) and materials contributed to this Website by users of this Website (“User-generated Content”).

You may retain a copy of any of Our Content forming part of this Website solely for your personal use and records, provided that any marks, logos or other legends that form part of Our Content are not removed from the copy.

Except as noted above, all rights in and to any item of Our Content are reserved by us and/or applicable third parties. Consequently, you may not modify, publish, display, transmit, adapt, sell, license or in any way exploit any item of Our Content without our express prior written permission and/or the express prior written permission an applicable third party.

By submitting or sending content to us or otherwise making it available for display on or through this Website, you acknowledge and agree that the content is your User-generated Content and you grant us the royalty-free, unrestricted, world-wide, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, copy, cache, publish, reproduce, publish, display, distribute, modify, adapt, publish, translate, create derivative works from, store and perform such User-generated Content (in whole or part) and to incorporate it in other works (in each case irrespective of the form, media, or technology used) for the purpose of allowing us to administer, operate, display, distribute and promote this Website including but not limited to allowing other sites to link to Content on this Website, even if such User-generated Content has been contributed and subsequently removed by you. You acknowledge that we may need to do the following in order to operate, display or distribute this Website and agree that we may do so: (i) transmit User-generated Content over various networks; (ii) reformat User-generated Content; and (iii) create advanced data analysis and aggregate data for subscribers.

You also acknowledge and agree that your User-generated Content may be used by other users of this Website pursuant to the terms of the [Creative Commons Attribution 3.0 Unported License](http://creativecommons.org/licenses/by/3.0/deed.en_US).

You represent and warrant to and covenant with us that: (i) you have now and that you will continue to have all necessary rights and authority to grant the licenses set out herein; and (ii) the User-generated Content that you contribute to this Website will not infringe any proprietary right of any third party. You also represent and warrant to us that any “moral rights” in any User-generated Content that you contribute to this Website have been waived and that we may rely on those waivers.

If you contribute a link to another web site, make sure that the operators of that web site permit linking. You can do this by checking the terms of use for that web site. If you are uncertain about whether or not you are permitted to link to a web site, either refrain from posting a link or link to the home page of the web site and include written directions in your post for how to navigate from the home page to the page that has the content about which you are commenting. You agree not to link to any page forming part of this Website other than the home page without our prior written approval.

You should maintain a back-up copy of any User-generated Content that you contribute to this Website. In any event, we will not provide a copy of that User-generated Content to you. Additionally, we are not responsible for User-generated Content that is lost or destroyed for any reason.

We assume no obligation to update the Content. We reserve the right to change any and all Content at any time without notice. We and our licensors and suppliers are not responsible for any Content other than Our Content.

**Use of this Website**

You agree not to do any of the following:

* Use or attempt to use or access another user's account;
* Disrupt or interfere with the security of or otherwise abuse this Website;
* Attempt to obtain unauthorized access to any portions of this Website that you are not authorized by us to access;
* Access the Services, including but not limited to, viewing the map, posting content or registering accounts by using some other means than this Website;
* Use this Website to impersonate or falsely state or otherwise misrepresent your affiliation with any person or entity including but not limited to us;
* When posting any content to this Website, forge headers or otherwise manipulate other identifiers in order to create the impression that another person posted the content;
* Use this Website to either directly or indirectly interfere with, disrupt or damage this Website, the server(s) on which it is hosted, the networks connected to them or any other user’s access to this Website;
* Access this Website through any automated means (for example, bots or web crawlers);
* Adapt, translate, modify, decompile, disassemble, or reverse engineer any aspect of: (i) this Website; or (ii) any software or technology used in connection with this Website or downloaded from this Website;
* Violate any applicable local, provincial, state, national or international law or regulation; and
* Collect or store personally identifying information about other users of this Website for any purposes unrelated to this Website or that illegal or unlawful.

**Acceptable Use of this Website**

You agree that you will not post or upload to this Website or otherwise make available or transmit on or through this Website any content or links to content that:

* is illegal, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, invasive of privacy or publicity rights, hateful (racially, sexually, ethnically or otherwise) or victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of race, ethnicity, gender, religion, sexual orientation, age or disability;
* solicits from other users any passwords or personal information for commercial or unlawful purposes;
* contains software viruses or any other computer code, files or programs designed to or which may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or any other similarly destructive activity;
* promotes illegal activity including without limitation the provision of instructions for any illegal activity;
* you do not have a right to transmit under any law or regulation or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under a non-disclosure agreement); or
* infringes or contributes to the infringement of any intellectual property, industrial or other proprietary rights, protected or protectable, under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, all copyrights, moral rights (including rights of attribution and rights of integrity), trademarks, service marks, trade names, logos, brand names and other identifiers, and trade secrets of any party.

**Accuracy of Information**

This Website and the Services are offered for informational purposes only; we, and our licensors, suppliers or representatives, shall not be responsible or liable in any way for the accuracy, quality, completeness, usefulness or availability of any information transmitted or made available on or through this Website or the Services. In addition, we, and our licensors, suppliers or representatives, shall not be responsible or liable in any way for any errors or omissions in any information transmitted or made available on or through this Website or the Services. Before using or relying on any Content, you should take reasonable steps to verify its accuracy, quality, completeness or usefulness: you are using it at your own risk.

Additionally, views and opinions expressed in information or materials forming part of the User-generated Content do not necessarily represent our views or opinions, or the views or opinions of our licensors, suppliers or representatives.

We do not recommend or endorse any specific products, services, opinions or other information that may be described on or through this Website or any third party website to which you can link from this Website.

You may not be able to access all of the Content made available on this Website. Some Content may be restricted to specific subscribers. As well, when a user posts content to this Website, he or she may further restrict who may view the content.

**Screening and Responsibility for Content and Monitoring**

We may but are not obliged to review any Content. Even if we do so, the review may not be to your satisfaction. You acknowledge this and the consequence that follows from it: Content accessible on or through this Website may include materials that are offensive or otherwise objectionable to you.

We are not obliged but reserves the right to monitor some, all, or no areas of this Website from time to time: (i) to verify adherence to these Terms of Service or any other rules, codes of conduct or guidelines posted by us; or (ii) as required by law.

We reserve the right, in our sole discretion, to reject, refuse to post, remove or block access to any Content that is available on or through this Website at any time, without notice and without liability.

We reserve the right, in our sole discretion, to set limits on the amount of User-generated Content that you may contribute.

**Disclaimer Regarding Third Party Content and Linked Websites**

We, users of this Website or third parties may provide links to resources not forming part of this Website. We have no control over such resources. You acknowledge and agree that we are not responsible for the availability of such external resources, and we do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such resources. You further acknowledge and agree that we will 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 resource.

Your correspondence or business dealings with, or participation in promotions of, advertisers or other third parties accessible on or through this Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser or other third parties. You agree that we will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or other third parties on this Website. Please note, if you provide any information to a third party (e.g., your contact information or credit card information), such information is collected by the third party and not by us, even if you made a purchase from a third party website that was linked from or framed within this Website.

**Feedback**

From time to time, you may choose to ask, make or provide questions, suggestions, ideas, comments, recommendations, feedback, requests or other information relating to this Website (“Feedback”) to us. By providing any Feedback to us, you: (i) agree that the Feedback is not confidential; and (ii) assign all right, title and interest in and to the Feedback to us including all intellectual property rights. We shall be entitled to the unrestricted use and dissemination of any Feedback for any purpose (commercial or otherwise) without any acknowledgment of or compensation to you.

**Disclaimer and Warranties**

**We will strive to prevent interruptions and failures of this Website and the Services. However, this Website and the Services are provided on an "as is" and "as available" basis without any warranty or conditions or any kind, either express or implied. We specifically disclaim all representations, warranties, covenants and conditions of any kind, whether express or implied, with respect to this Website, the Services and any Content, including without limitation: (i) any warranties of title, any warranty of merchantability or of fitness for a particular purpose, or any warranty of noninfringement; and (ii) any warranties concerning the availability, accuracy, appropriateness, reliability, timeliness, usefulness or otherwise of this Website, the Services or any Content.**

We do not make any warranties that this Website, the Services or any Content: (i) will meet your requirements or will be accessible regardless of the hardware or software that you wish to employ to access it; (ii) will be available at all times, will be uninterrupted, will be timely, and will be secure; (iii) will be defect or error free, or that any defects or errors will be corrected; and (iv) is free from viruses or other harmful code, notwithstanding our use of commercially reasonable efforts to identify and eliminate such code.

**You understand that you obtain Content or Services through this Website at your own discretion and risk.**

All exclusions or responsibility or liability set out in these Terms of Service are made to the fullest extent permitted by law. Some jurisdictions do not allow the exclusion of certain implied warranties or limitations on how long an implied warranty may last. If any jurisdiction having applicability to these Terms of Service does not permit any such exclusion or limitation, our total liability to you in connection with any breach of such a warranty will be subject to the section in these Terms of Service entitled “Limitations of Liability”.

**Limitations of Liability**

**Under no circumstances will we, our representatives or our suppliers be liable for any indirect, incidental, special, consequential or exemplary damages arising from or relating to this Website, the Services, any Content or these Terms of Service, including, without limitation, loss of revenues, loss of profits, business interruption or loss data, even if we, our representatives or our suppliers have been advised of the possibility of such damages by you or any other person.**

**Under no circumstances will we, our representatives or our suppliers be liable to you or any person with respect to damages incurred by reason of any services or goods received through or advertised on this Website or received through any links provided on this Website. Furthermore, we expressly disclaim, on our own behalf and on behalf of our representatives and suppliers any and all liability for the acts, omissions or conduct of any third party users of this Website or any sponsor or advertiser of this Website.**

**Without limiting the foregoing in this section entitled “Limitations of Liability”, the limit on our (including our representatives and suppliers) total cumulative liability to you or any person, for any claims arising from or relating to this Website, the Services, any Content or these Terms of Service, will not exceed $100.00 Canadian dollars.**

**The limitations in this section entitled “Limitations of Liability” will apply regardless of the causes or circumstances giving rise to the claim, even if such claim is based on breach of contract, negligence or other tort, and will survive a fundamental breach or failure of essential purpose of any limited remedy or these Terms of Service.**

Some jurisdictions do not allow the exclusion of incidental, special or consequential damages. If any jurisdiction having applicability to these Terms of Service does not permit any such exclusion or limitation, our (including our representatives and suppliers) total liability to you in connection with any incidental, special or consequential damages will be limited by the third paragraph of this section entitled “Limitations of Liability”.

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising from or relating to this Website, the Services, any Content, or these Terms of Service must be filed within one year after such claim or cause of action arises or be permanently barred.

The foregoing shall not apply to the extent prohibited by applicable law.

**Indemnity**

You agree to indemnify us (and our representatives and suppliers) and hold all of us harmless from any and all claims and expenses, including attorney's fees, arising from or relating to: (i) any User-generated Content that you contribute to this Website; (ii) your use or misuse of this Website, the Services or any Content; (iii) any person's use of any account or password provided to you in relation to this Website, regardless of whether such use is authorized by you; (iv) any breach by you of any of these Terms of Service; and (v) any breach by you of any law or regulation or any rights of any third party.

**Intellectual Property Infringement**

It is our policy to investigate and respond to claims of intellectual property infringement.

To the extent that any jurisdiction applicable to these Terms of Service has a notice and take-down scheme like the one set out in the United States' Digital Millennium Copyright Act, upon receipt of any notice alleging infringement that complies with such a scheme, we will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We may attempt to contact the person who has posted such material in order to give that person an opportunity to respond to the notification, although we make no promise to do so. Any and all counter notifications submitted by that person will be furnished to the complaining party. In all circumstances, we will give the complaining party an opportunity to seek judicial relief in accordance with any applicable laws before we replace or restore access to any material as a result of any counter notification.

Notices of claimed infringement should be directed to:

595 Northgate Avenue, Waterloo Ontario

Attention: Executive Director

Email: [hello@digitalgovernancegroup.com](mailto:hello@digitalgovernancegroup.com)

Please put "Notice of Infringement" in the subject line of all such notifications and include in each such notice a reasonably detailed description of the materials alleged to be infringing and the proprietary rights alleged to be infringed.

Names, phrases, words, titles, logos, icons, graphics, images or designs, used throughout this Website, the Services, and the Content may be trade names, registered or unregistered trade-marks or services marks (the “Marks”) of us, our subsidiaries, affiliates or licensors, or other entities and individuals. The Marks are protected by Canadian and international trade mark and other laws. Any use of any of the Marks without the express of the owner of the Mark is strictly prohibited.

**Privacy Policy**

Our Privacy Policy governs the use of personal information on this Website and you agree to be bound by this policy by accessing or using of this Website.

We reserve the right to communicate with you regarding your use of this Website. You consent to our use of any contact information that you provide to us in doing so.

**Changes to these Terms of Service**

We may change these Terms of Service from time to time and at any time. When we change these Terms of Service, we will:

1. post the updated version of these Terms of Service on this Website together with the date on which it was revised; and
2. post a notice on the log-in page for this Website, for at least four weeks following any change to these Terms of Service, that these Terms of Service have been updated.

As well, we may, but are not obliged to, ask you to actively confirm your consent to any revised Terms of Service. If we do not do so, but you continue to use this Website after the changes come into effect, you will be deemed to have agreed to abide by the revised Terms of Service. If you do not agree with the revised Terms of Service without limitation or qualification, do NOT log in, discontinue using this Website and the Services and instruct us to disable any password for this Website assigned to you.

We reserve the right, in our sole discretion, to change or modify this Website from time to time including but not limited adding or removing functionality or features or changing its name. We may change this Website without prior notice to you.

**Term and Termination**

These Terms of Service will continue in effect for as long as you use this Website or the Services, unless specifically terminated earlier by us or by you. You may terminate your agreement with these Terms of Service at any time by instructing us in writing to disable any password for this Website assigned to you and by discontinuing all use of this Website and the Services. Your notice should be sent, in writing, to the address set out in the section entitled “Breaches of Terms of Service”.

In addition to any other termination rights that we may have, we may terminate our agreement with you if: (i) you breach any provision of these Terms of Service or clearly intend to do so; (ii) we are required to do so by law; or (iii) we are no longer making this Website available in the jurisdiction from which you access it.

Upon the termination or expiration of these Terms of Service, you will stop using this Website, the Services and all Content.

Those sections which by their nature should survive the termination or expiration of these Terms of Service will survive termination or expiration, including but not limited to the sections entitled "Accepting the Terms of Service"; "Breaches of Terms of Service" (first paragraph); "Additional Terms and Conditions"; "Content" (all paragraphs except second paragraph); "Acceptable Use of this Website"; "Accuracy of Information"; "Screening and Responsibility for Content and Monitoring"; "Disclaimer Regarding Third Party Content and Linked Websites"; "Disclaimer and Warranties"; "Limitations of liability"; "Indemnity"; "Intellectual Property Infringement"; "Term and Termination" (last paragraph); and "Other".

**Other**

These Terms of Service constitute the complete and exclusive agreement between you and us with respect to its subject matter, and supersede and replace any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding its subject matter.

No term of these Terms of Service will be deemed to be waived by reason of any previous failure to enforce it. No term of these Terms of Service may be waived except in a writing signed by the party waiving enforcement.

Should any provision of these Terms of Service be held to be invalid by a court of competent jurisdiction, then that provision will be enforced to the extent permissible, and all other provisions will remain in effect and are enforceable by the parties.

You and us are independent contractors and these Terms of Service will not establish any relationship of partnership, joint venture, employment, franchise or agency between us and you. Neither us nor you will have the power to bind the other or incur obligations on the others behalf without the other’s prior written consent, except as otherwise expressly provided in these Terms of Service.

These Terms of Service will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without reference to the conflict of laws provisions. You agree to attorn to the jurisdiction of the courts of the Province of Ontario, or the Federal Courts of Canada, located in the City of Toronto for the conduct of any legal proceedings under, or related to, these Terms of Service.

Except as expressly provided otherwise in these Terms of Service, we will not be liable for any failure or delay in our performance under these Terms of Service due to any cause beyond our reasonable control.

We may assign these Terms of Service, in whole or in part, at any time with or without notice to you. You may not resell, assign, sublicense or otherwise transfer your rights or delegate your duties under these Terms of Services, either in whole or in part, without our prior written consent.

Any notice or other significant communication given to you pursuant to these Terms of Service will be in writing, addressed to any email address or address that you provided to us when registering (as updated by you) and sent to you by email or by a nationally recognized overnight courier as applicable. Any notice or other significant communication given to us pursuant to these Terms of Service will be in writing and sent to us at the address listed in the section entitled “Breaches of Terms of Service”. Notices will be deemed to have been received one business day following: (i) email transmission by us to you; (ii) deposit with a globally recognized overnight courier service, all delivery charges pre-paid; or (iii) transmission if sent by facsimile and receipt confirmed by the facsimile machine used.

The headings used in these Terms of Service are for convenience of reference only and have no legal or contractual significance. No provision of these Terms of Service will be interpreted against any party merely because that party or its legal representative drafted the provision. All remedies are cumulative. Throughout these Terms of Service, the term “including” or the phrases “e.g.,” or “for example” have been used to mean “including, without limitation”.

If we provide you with a translation of these Terms of Service and there is any inconsistency between the English language version and the translated version, the English language version will prevail.