

## **Terms of Use Agreement**

By using this website (the "M5.com"), you agree to be contractually bound by the following terms of use agreement (the "terms of use"). If you do not agree with these terms of use, discontinue all use of the M5.com (the "Site")

The use of this website is subject to the following terms of use:

### **Changes to these Terms of Use**

The Site reserves the right to make changes to these Terms of Use in whole or in part, at any time, at its sole discretion and without prior notice.

The Site reserves the right to remove any information that you post, upload, publish, transmit, distribute or otherwise use on the Site, in whole or in part, at any time, at its sole discretion and without prior notice.

### **Non-Commercial Use**

All content included in the website, including but not limited to text, information, designs, photographs, graphics, images, illustrations, interfaces, codes, audio clips, video clips, software and links to external websites (the "Content"), is provided for informational purposes only.

### **Warranty Disclaimer**

The Site intends for the Content on the Site to be accurate and reliable, however, the Site and the Content are provided to you on an "as is" and "as available" basis and without warranty or condition of any kind, whether express or implied. In particular, the Site does not control the Content posted by users and make no representation or warranty whatsoever regarding the accuracy or completeness of any data or information accessible on or through the Site. Furthermore, to the fullest extent permissible pursuant to applicable law, the Site disclaims all warranties and conditions, express, implied, legal or statutory, including, but not limited to, implied warranties of title, quality, non-infringement, freedom from computer viruses, warranties arising from course of dealing or course of performance, merchantable quality and fitness for a particular purpose. The Site expressly disclaims any representation or warranty that the Site will be free from errors, viruses or other harmful components, that communications to or from the Site will be secure and not intercepted, that the services and other capabilities offered from the Site will be uninterrupted, or that its content will be accurate, complete, adequate or timely. Any material downloaded is at your own risk and you will be solely

responsible for any damage to your computer system or loss of data that results from the download of any such material.

### **Liability Disclaimer**

Without limiting the foregoing, the Site expressly excludes (and you hereby release the Site from) any liability for any of the following:

- fraud by any user of the Site;
- any misrepresentation by a third party (whether innocent or fraudulent) made in respect of the Site and/or the content therein;
- any failure by the Site to ensure that they do not breach any copyright or other intellectual property right of any third party;
- any link on the Site to any other site; and
- loss or damage caused by delay or errors in, or the downtime of, the Site (or servers) or resulting from interruption, termination, or failed operation of the Internet or a third-party telecommunication service, even in the event that the Site has been advised of the possibility of such loss or damage.

Nothing in these Terms of Use is intended to limit or exclude any liability on the part of the Site where and to the extent that applicable laws prohibit such exclusion or limitation.

In no event shall the Site be responsible or liable for any indirect, incidental, consequential, special, exemplary, punitive or other damages under any contract, negligence, tort, extra-contractual liability, strict liability or other theory, arising out of or in connection with the use or performance of the Site or any other site you or users of your account may access while using the Site or your use or the use by users of your account of the Content, even if advised of the possibility of such damages.

### **Privacy Policy**

The Site collects, uses, and discloses your personal information in accordance with the Privacy Policy of the Site. By providing information to the Site, you consent to the use of such information in accordance with the Privacy Policy.

### **Indemnity**

You acknowledge and expressly agree that use of the Site is at your sole and own risk. You agree to defend, indemnify and hold the Site harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to any violation of these Terms of Use by you or users of your account, or in any way arising out of the use of, including without limitation, the placement or transmission of any information or other materials on the Site by you or users of your account.

### **Use of the Site**

The content of the pages of this website is subject to change without notice. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Copy, reproduce, modify, collect, or catalogue information or material on the Site is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

You may not use the Site to (i) engage in any unlawful activity or to infringe the rights of the Site, its affiliates or others. (ii) interfere with the operation of the Site in any way, (iii) interfere with anyone's use or enjoyment of the Site, (iv) harass anyone on the Site or through the Site, (v) impersonate any person or entity on the Site or through the Site, or (vi) post any content or views that may be considered threatening, abusive, vulgar, obscene or otherwise objectionable.

### **Intellectual Property**

Other service and product marks that appear on the Site are the trade-marks of their respective owners. The display of any trade-marks on the Site does not imply that a license has been granted for any further use.

Unless otherwise agreed to in writing by the Site, all information provided by you, including, without limitation, any suggestions, comments or know-how you may provide to the Site through the Site, is provided on a non-confidential basis and becomes the exclusive property of the Site. You expressly consent to the unrestrained use of all such information by the Site. Your waiver of rights in all such information does not apply to personally identifiable information which is handled by the Site in accordance with the Privacy Policy of the Site.

### **Termination of Access**

If you use the Site in any manner that is prohibited by these Terms of Use, the Site may without notice terminate your use of the Site or your access to the Site at any time.

### **Dealing with Third Parties**

Any correspondence or business dealings with any third parties including merchants, sellers, buyers or advertisers found on, or through, the Site is solely between you and such third parties, and the Site have no control over the quality, legality or inappropriate nature of the Content advertised, the truth or accuracy of any representations made by sellers, the ability of sellers to sell and the ability of buyers to purchase. The Site is not responsible for any loss or damages you may suffer by entering into such transactions including the payment for and delivery of goods if any, and any terms, conditions, warranties, or representations associated with such dealings. You and the third party, not the Site, are responsible for compliance with all laws applicable in any such transaction.

### **No Contract or Offer**

Except for your agreement to abide by these Terms of Use and your agreement to the Privacy Policy, use of the Site does not create any contract or agreement between you and the Site, nor any obligation of the Site to you.

### **License**

By posting, uploading or submitting any information, material or content to the Site, you automatically grant (or warrant that the owner of the rights to such material or content has expressly granted you the rights to grant) the Site a non-exclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicensable, royalty-free right to use, reproduce, modify, adapt, improve, create derivative works from, publish, remove, retain, add, process, analyze, translate, license, transmit, distribute and otherwise exploit any or all portions of such information, material or content in any manner and media and by means of any technology now known or hereafter developed. In addition, you hereby irrevocably waive all moral rights in any such information, material or content posted, uploaded or submitted by you.

### **No Endorsement**

Links available on the Site will allow you to link to websites or resources not maintained or controlled by the Site. The Site provides these links for your convenience only and makes no endorsements, warranties or representations of any kind whatsoever regarding those other websites and expressly disclaims all responsibilities for content on third party websites. The Site has neither reviewed nor approved any content that appears on such other websites. Please be aware that you link to these third party websites at your own risk. You acknowledge and agree that the Site shall not be held responsible for the legality, accuracy or inappropriate nature of any content, advertising, products, services, or information located on or through any other websites, nor for any loss or damages caused or alleged to have been caused by the use of or reliance on any such content.

### **Web Scraping/Harvesting**

You may only use or reproduce the Content for your own personal and non-commercial use. The framing, scraping, data-mining, extraction or collection of the Content of the Site in any form and by any means whatsoever is strictly prohibited. Furthermore, you may not mirror any material contained on this Site

### **Copyright**

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perform, reproduce, publish, license, create derivative works from, transfer or sell these materials in any form or manner without the express written permission of the Copyright Holder(s) of the Content. You must abide by all copyright notices, information and restrictions contained in any Content on, or accessed through, the Site and maintain such notices in the Content. The Site does not warrant or represent that your use of materials displayed on, or obtained through, the Site will not infringe the rights of third parties.

### **Registered User Accounts**

In order to access certain parts of the Site, you may have to register as a user with the Site. During registration for a user account ("Account"), you will select a password and account name. You understand and agree that you are solely responsible for maintaining the confidentiality of your account including your password, and are fully responsible for all activities that occur under your account. You agree to (a) immediately notify the Site of any unauthorized use of your password or account or any other breach of security, and (b) log out from your account at the end of each session. The Site will not be liable for any loss or damage arising from your failure to comply with this section.

### **Applicable Law**

These Terms of Use shall be governed by and construed in accordance with the laws of Québec and the federal laws of Canada applicable therein. The parties hereby agree and attorn to the exclusive jurisdiction of the courts of the province in which you reside. The parties have required that these Terms of Use and all related documents be drawn up in English. *Les parties ont demandé que ces termes et conditions ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.*

### **General**

The Site reserves the right to terminate or suspend access to the Site and/or to terminate these Terms of Use at any time without notice and for any reason whatsoever. The Site reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in their sole discretion. Any service order or transaction performed on or through the Site may be subject to additional terms and conditions or terms of sale. The Terms of Use of the Site and all other documents referenced herein constitute the entire agreement between the Site and you with respect to your use of the Site or the use by users of your account. The Site's failure to insist upon, or enforce strict performance, of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. If any terms in these Terms of Use are determined to be void, invalid or

otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions hereof.

# **Privacy Policy**

## **Commitment to Privacy**

Protecting the security and privacy of your personal information is important to us. We reserve the right to change this Privacy Policy from time to time by giving reasonable notice of the revised terms (including by e-mail or by posting on the Site). Please check this Privacy Policy periodically for changes. Your continued use of this site following the posting of changes to this Privacy Policy will mean you accept those changes. In this Privacy Statement, “personal information” means any information about an identifiable individual, as further defined under applicable Canadian laws.

## **Use of Personal Information**

The Site reserves the right to share general demographic information with advertisers or potential advertisers; however, profiles of individual users are not shared. When you supply information about yourself (such as name and email address) for a specific purpose, we use the information for only that purpose. The Site will not sell or provide your personal information to any other party, unless you provide us with explicit permission to do so or unless we are compelled by law.

By providing personal information to the Site, you acknowledge that you expressly consent to our collection, use and disclosure of your personal information pursuant to this Privacy Policy.

## **Information Collected by cookies**

Like most major websites, we use cookies for some aspects of measurement of use and quality of performance of our site.

## **Linked Sites**

These privacy policies refer to areas and services offered by the Site. The Site is not responsible for the privacy practices or the content of linked sites. They may post their own privacy policies and please ensure you review their own privacy policies.

## **Security**

The Site protects against the loss, misuse and alteration of personal information with security measures appropriate to the sensitivity of the information. However, it is possible that any information transmitted via the Internet may be intercepted by unknown third parties.

## **Opt-Out**



When appropriate, users of the Site are given the opportunity to (i) opt-out of receiving communications from us, (ii) remove their information from our database, or (iii) elect to no longer receive services from us. If you wish to opt-out of receiving further communications, please contact the Site by email using the contact information provided below.

### **Surveys**

The Site online surveys ask visitors for contact information (such as email addresses) to send users information about our products and services. Users may opt-out of receiving future mailings (see the Opt-Out section above).

### **Contact Us**

Users of this Site may contact us to modify or correct any of their personal information that is under our control. An individual may also direct a written complaint regarding compliance with this Privacy Statement, within a reasonable time upon receiving the written complaint; investigation into the matter will be conducted.

If you have questions or concerns about this Privacy Policy or any of the Site's use of your information, or any questions that do not listed here please contact us at <http://M5.com/contact>.

## **References**

<http://www.jooyaonline.com>

<http://www.visitcalgary.com>

<http://allevents.in/#>

<http://www.yellowpages.ca/>