

## **GUELPH SAULTOS GYMNASTICS WEBSITE USER AGREEMENT**

### **Acceptance of Terms of this Agreement through Use**

1. Guelph Saultos Gymnastics maintains a website currently located at [www.guelphsaultos.ca](http://www.guelphsaultos.ca) (the "Website") which provides articles, publications, information, data 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. Guelph Saultos Gymnastics 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 children, especially those under age 13. To access the Website you must be 13 or older and by your use thereof, you represent and warrant that you are over the age of 13. Minors between the ages of 13 and 17 must get the permission of their parent(s) or legal guardian(s) before using the Website.

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

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

### **Conduct**

5. You may not use the Website for the purposes of fraud or for any activity that contravenes the laws of Canada or any other applicable jurisdiction.

### **Disclaimer of Warranties**

6. 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.
7. Guelph Saultos Gymnastics has made reasonable efforts to ensure that the materials contained on the Website are accurate, 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.

8. In no event will Guelph Saultos Gymnastics, its 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.

#### **Modification of Services**

9. Guelph Saultos Gymnastics reserves the right to modify, suspend or discontinue the Website, or any portion thereof with or without notice to you. Guelph Saultos Gymnastics will not be liable to you or any third party should it exercise its right to modify, suspend or discontinue services.

#### **Intellectual Property Rights**

10. 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.
11. 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 the Guelph Saultos Gymnastics, is strictly prohibited and is a violation of the proprietary rights of the Guelph Saultos Gymnastics or its affiliates.

#### **Jurisdiction**

12. 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.

#### **International Use**

13. 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. Guelph Saultos Gymnastics 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.

#### **IP Address**

14. When your web browser requests a web page from another computer on the Internet, it automatically gives that computer the address where it should send the information. This address is called the computer's "IP address."
15. Guelph Saultos Gymnastics does not collect, use or disclose IP Addresses.

#### **Cookies**

16. Cookies are small text files that a web browser transfers to and from your hard drive for record keeping purposes. Cookies make life easier for you by saving your passwords, purchases, and preferences while you're at our site. The use of cookies is an Internet standard, and you'll find cookies at most major Web sites. The use of cookies is an industry standard and many major browsers are initially set up to accept them. You can reset

your browser to either refuse to accept all cookies or to notify you when you have received a cookie. However, if you refuse to accept cookies, you may not be able to use some of the features available on websites.

**General**

17. This Agreement constitutes the entire agreement between you and Guelph Saultos Gymnastics and governs your use of the Website.
  
18. 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.