

Updated: **March 20, 2018**

## TERMS OF USE

### Your Acceptance of these Terms of Use

Please read these terms of use carefully before using this website as they represent a binding agreement between each user of our website (“**you**”, “**your**”) and Sidewalk Toronto Employees Ltd. (referred to as “**Sidewalk**”, “**we**”, “**us**”, or “**our**”).

**If you wish to access and use the website, you must accept and agree to be bound by and comply with these terms of use. If you do not agree to these terms of use, then you must not access or use our website. Your continued use of this website shall constitute your agreement to these terms of use.** You agree that these terms of use, and any related information, communications and agreements between you and us, may be made available or occur electronically.

These terms of use were last updated on the “Updated” date indicated above. We reserve the right, at our sole discretion, to modify these terms of use at any time. Such modifications shall become effective immediately upon the posting thereof. You must review these terms of use on a regular basis to keep yourself apprised of any changes. You can find the most recent version of these terms of use at: <https://oldtoronto.sidewalklabs.com/about.html>

### Use of Our Website

Sidewalk grants you (as a permitted user) a limited, revocable, non-exclusive license to access our website for your own personal and non-commercial use and in compliance with applicable law. Use of our website beyond the scope of authorized access granted to you by these terms of use immediately terminates that license.

Access and use of our website may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. Sidewalk is not responsible for any delays, delivery failures, or other damage resulting from such problems, or from the unavailability of the website for any reason.

All rights not expressly granted by these terms of use are reserved to us, or, if applicable, our licensors.

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You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in our website. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of our website.

### **Your Privacy**

We respect your right to privacy. All information that we may collect via the website is subject to our privacy policy, which is accessible at: <http://www.sidewalktoronto.ca/privacy>

### **Your Conduct**

To the extent that our website permits you to post, email, or otherwise make available content, you agree not to post, email or otherwise make available content that:

- (a) is unlawful;
- (b) includes personal or identifying information about another person without that person’s explicit consent;

- (c) impersonates any person or entity, including, but not limited to, a Sidewalk employee, or falsely states or otherwise misrepresents an affiliation with a person or entity;
- (d) infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person, or content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- (e) is harmful, threatening, abusive, harassing, degrading, defamatory, and/or pornographic;
- (f) constitutes or contains any form of advertising or solicitation, or that includes links to commercial services or websites;
- (g) 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;
- (h) disrupts the normal use of our website with an excessive amount of content, or that otherwise negatively affects other users' ability to use our website; or
- (i) employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of content transmitted through our website.

You will be solely responsible and liable for any and all loss, damage, and additional costs that you, Sidewalk or any other person may incur as a result of your submission of any information on or through this website.

Sidewalk reserves the right to refuse to post or to remove any content, in whole or in part, that, in its sole discretion, is unacceptable, undesirable, or in violation of these terms of use.

### **Notification and Infringement Claims**

If you believe credit for any Content posted on Sidewalk's website should be attributed to you, please notify our designated agent by written communication using the email mechanism on the [About](#) page [oldto@sidewalktoronto.ca](mailto:oldto@sidewalktoronto.ca)

Sidewalk will investigate notices of alleged infringement and takes appropriate actions under applicable law.

Your notice must include: (a) a physical or electronic signature of a person authorized to act on behalf of the copyright owner of an exclusive right that is alleged to be infringed; (b) a description of the copyrighted work claimed to have been infringed; (c) a description of the Content that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the copyright owner, such as an address, telephone number, and, if available, an electronic mail address; (e) a statement that, as the copyright owner, you have a good faith belief that use of the Content on the

website in the manner complained of is not authorized by you, your agent, or applicable law; and (f) a statement that the information in the notification is accurate, and that, to the extent applicable under penalty of perjury, the complaining party is authorized to act on behalf of the copyright owner.

If Sidewalk is notified that any Content infringes a copyright, Sidewalk shall conduct a reasonable investigation of the conduct and may remove such Content from the website or take other steps that Sidewalk deems appropriate or that may be mutually agreed upon between Sidewalk and the copyright owner.

Claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and lawyer's fees.

### **Personal Website Account**

From time to time certain sections of our website may only be available to you upon registration for a website account. By registering, you represent and warrant to Sidewalk that: (a) all information provided by you to Sidewalk during the registration process is truthful, accurate and complete; and (b) you will comply with these terms of use.

As a registered user, you agree to maintain and promptly update your registration information as necessary to keep it accurate, current and complete.

You will be responsible for any loss, damage, or additional costs that we and/or our service providers or others may incur as a result of your submission of any false, incorrect or incomplete information or your failure to update your registration or other information that you submit via our website.

You acknowledge that you are solely responsible for maintaining the confidentiality of your account password, and that you (and not us) will be responsible for any loss resulting from any unauthorized use of your account or access to your content. You agree to immediately notify us of any unauthorized use of your account.

### **Disclaimer Regarding Third Party Content**

This website may offer access to third party websites and content available over the Internet. Sidewalk generally exercises no control over such third party websites and content or the collection or use of your data shared with such websites. You agree that it is your responsibility to review and evaluate any such content, and that any and all risk associated with the use of, or reliance on, such content rests with you. You are responsible for viewing, accepting and abiding by the terms of use and privacy policies posted at these third party websites. Inclusion of a link to third party content does not imply endorsement by Sidewalk of such content. You further agree that Sidewalk shall not be liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any third party websites or content.

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### **Indemnity**

You agree to indemnify and hold Sidewalk and its affiliates, and their respective directors, officers, employees, subsidiaries, affiliates, successors, assigns, agents, service providers harmless from any claim or demand, including reasonable legal fees and court costs, made by any third party due to or arising out of content you submit, post or make available through this website, your use of this website, your violation of these terms of use, your breach of any of the representations and warranties herein, or your violation of any rights of another person.

### **Unsolicited Submissions**

If you submit ideas, drawings, suggestions, comments, feedback or similar information to Sidewalk, whether through this website or otherwise, you do so with no expectation of confidentiality and with no expectation that you have any proprietary interest in the content of your submissions.

You agree that the content of your submissions will immediately become the property of Sidewalk. You also recognize that your submissions may be used or developed by or on behalf of Sidewalk or its affiliates without any obligation to you.

### **General Matters**

These terms of use constitute the entire agreement between you and Sidewalk regarding your use of our website, superseding any prior agreements between you and Sidewalk. These terms of use and the relationship between you and Sidewalk shall be governed by the laws of the Province of Ontario (and the federal laws of Canada applicable therein) without regard to its conflict of law provisions. The website is only intended for access and use by users located within Canada.

You and Sidewalk agree to submit to the non-exclusive jurisdiction of the courts located in Toronto, Ontario. The failure of Sidewalk to exercise or enforce any right or provision of these terms of use shall not constitute a waiver of such right or provision. If any provision of these terms of use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these terms of use remain in full force and effect.

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**How to Contact Us.** If you have any questions or comments about these terms of use, please contact us via email at [oldto@sidewalktoronto.ca](mailto:oldto@sidewalktoronto.ca)



