

# Terms of Use

## TERMS OF USE

THIS MORNEAU SHEPELL LTD. WEBSITE MAY NOT BE USED OR ACCESSED OTHER THAN IN ACCORDANCE WITH THESE TERMS OF USE SO THEY SHOULD BE READ CAREFULLY. IF YOU DO NOT AGREE WITH THE FOLLOWING TERMS OF USE, THEN YOU MAY NOT ACCESS OR USE THIS WEBSITE. YOUR USE OF THIS WEBSITE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS OF USE IN THEIR ENTIRETY.

## NO REPRESENTATIONS OR WARRANTIES

Significant effort is made and taken by Morneau Shepell respecting the service, security, confidentiality and correctness of the content provided on this website. However, the content provided to you through this website may have been independently obtained or may have been provided by third parties ("Third Party Content Provider"). Morneau Shepell cannot, and does not provide any representation, warranty or guarantee whatsoever with respect to any content contained on this website, including, but not limited to, the completeness, accuracy or reliability of any such content. Further, Morneau Shepell expressly disclaims all warranties of any kind, express, implied, statutory or otherwise with respect to this website.

## PRIVACY AND COOKIES

From time to time, you may provide Morneau Shepell with personal information through your communications and through the use of Morneau Shepell services. Morneau Shepell also collects information about your visit to this website through the use of cookies. Cookies are files sent to your browser from a web server and stored on the hard drive of your device to allow a website to identify that device whenever a user returns to the website. Morneau Shepell uses these cookies for a variety of reasons, most commonly to distinguish you from other users and to help Morneau Shepell Ltd. compile aggregate statistics about its websites. Morneau Shepell also uses cookies to personalize your visit and make it more efficient. For more information about Morneau Shepell's privacy practices, see the [Morneau Shepell Ltd. Privacy Policy](#).

## LIABILITY LIMITATIONS

In no event shall Morneau Shepell and/or its parent, affiliates, subsidiaries, or related entities or their respective directors, officers, agents or employees (collectively referred to herein as, "Morneau Shepell") or the Third Party Content Providers be responsible or liable for any damages whatsoever including but not limited to special, indirect or consequential damages or damages resulting from, but not limited to, the loss of use, data, income or profits in connection with the use or inability to use this website. The information provided here is on "as is" basis without warranty of any kind, whether express, implied or collateral, or whether arising by course of dealing or custom or usage of trade. Any responsibility or liability for damages caused to computer systems, software or electric files by any intrusive forces, such as viruses and the like are hereby disclaimed.

## INDEMNIFICATION

You understand and agree that you are personally responsible for your use of this website and you agree to use it for only lawful purposes. You further agree to indemnify, defend and save harmless Morneau Shepell and the Third Party Content Providers from and against all claims, losses, expense, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and

reasonable legal fees, resulting from or arising out of your use, misuse, or inability to use this website or any violation by you of these Terms of Use.

## **ENCRYPTED E-MAIL**

E-mail communications that are not encrypted can be intercepted and accordingly Morneau Shepell cannot be responsible for any losses, damage or breaches of confidentiality that may arise in connection with email communications.

## **HYPERLINKS/LINKS AND REFERRALS**

Links provided on this website are provided for convenience only and the contents of other linked sites are not investigated, verified, monitored, endorsed or guaranteed for correctness or the absence of viruses or similar forces of a disruptive nature. Any damages to computer systems, software or electronic files are disclaimed by Morneau Shepell. The information and referrals provided through this portal are considered referrals to resources only. Morneau Shepell does not necessarily endorse or recommend the services, providers or products presented within the resources to which we have provided referrals—they are informational only. Reliance on any information contained on the portal is solely at your own risk

## **COPYRIGHT/RESTRICTIONS ON USE**

The contents and format of this website are protected by copyright and may not be copied or reproduced except in accordance with Canadian copyright laws and the copyright laws of other countries and jurisdictions. No one has the permission to copy, redistribute, reproduce, disclose to any third party or publish in any form the information found on this website.

Morneau Shepell grants to you limited permission to display, print and download the information found in the pages of this website for non-commercial, personal purposes only, provided that you do not modify any such content.

## **TRADEMARKS**

You are prohibited from using any of the marks or logos appearing throughout this website without the prior written permission from the trademark owner, except as permitted by applicable law.

## **GOVERNING LAW**

This website shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the principles of conflicts of law.