

## CAA SOUTH CENTRAL ONTARIO MEMBERS MATTER™ PANEL WEBSITE – USER AGREEMENT

### 1. General

This User Agreement ("**Agreement**") governs the use of the Members Matter™ Panel website ("**Website**"), including without limitation participation in its bulletin boards, forums, chats and all other areas, except to the extent stated otherwise on a specific page, as provided by Vision Critical Communications Inc. ("**Service Provider**") on behalf of CAA South Central Ontario ("**CAA**").

Please read the terms of this Agreement carefully. Completion of your registration on the Website will constitute your agreement to comply with these terms. If you do not agree with the terms of this Agreement, please do not register on the Website.

A copy of this Agreement is available at <https://membersmatter.caasco.com/>. This Agreement may be modified from time to time so please check back often. The date of revision will appear in footer of this document. Continued access of the Website by you will constitute your acceptance of any changes or revisions to this Agreement.

Your failure to comply with the terms of this Agreement may result in suspension or termination of your access to the Website, without notice, in addition to CAA's other remedies.

### 2. Registration Information

The Service Provider may at times require that you register and/or set up an account on the Website in order to use certain portions of the Website, or the Website as a whole. To register or set up an account, you may be provided with, or required to choose, a password, user id, and/or other registration information (collectively, "**Registration Information**"). You agree and represent that all Registration Information provided by you is accurate and up-to-date. If any of your Registration Information changes, you must update it by using the appropriate update mechanism on the Website.

If you register and/or set up an account on the Website, you will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize others to use your Registration Information. You may not sublicense, transfer, sell or assign your Registration Information and/or this Agreement to any third party without CAA's written approval. Any attempt to do so will be null and void, and shall be considered a material breach of this Agreement.

You are solely responsible for all usage or activity on your account, including but not limited to, use of your account by any person who uses your Registration Information with or without authorization, or who has access to any computer on which your account resides or is accessible.

If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information, or any credit, debit or charge card number stored on the Website), you must promptly change the affected Registration Information by using the appropriate update mechanism on the Website, or email [privacy@caasco.com](mailto:privacy@caasco.com) or call 1-800-268-3750.

### 3. Terms of Usage

- A.** Unless otherwise specified, the Website is intended for your personal use only. You may not authorize others to use the Website, and you are responsible for all use of the Website by you and by those you allow to use, or provide access to, the Website.
- B.** The Website contains material that is protected by local, national and international copyright, trademark and other intellectual property laws. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material, including code and software, from the Website. You may download material from the Website and may use the Website for your personal use, provided you keep intact all copyright and other proprietary notices.
- C.** The Website is not intended for users under the age of 18, and CAA does not knowingly collect personally identifiable information from users under the age of 18. Such users are expressly prohibited from submitting their personally identifiable information to CAA, and from using the forums and chat areas. Any information submitted by such users will not knowingly be used, posted, or retained by CAA.
- D.** You agree not to use any obscene, indecent, or offensive language or to place on the Website any material that is defamatory, abusive, harassing, racist, or hateful. Further, you may not place on the Website any material that is encrypted, constitutes junk mail or unauthorized advertising, or commercial offers, invades anyone's privacy, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or that otherwise violates any local, federal, national or international law or regulation. You agree to use the Website only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability.
- E.** You are responsible for ensuring that any material you provide on the Website or post on a bulletin board or forum or elsewhere, including but not limited to text, photographs and sound, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is posted with the permission of the owner(s) of such rights.
- F.** The content, organization, graphics, text, images, video, design, compilation, advertising and all other material on the Website, including without limitation, the "look and feel" of the Website, are protected under applicable copyrights and other proprietary (including but not limited to intellectual property) rights and are the property of the Service Provider or CAA South Central Ontario. The copying, rearrangement, redistribution, modification, use or publication by you, directly or indirectly, of any such matters or any part of the Website, including but not limited to the removal or alteration of advertising, except for the limited rights of use granted hereunder, is strictly prohibited.
- G.** You may not in any way make commercial or other unauthorized use, by publication, re-transmission, distribution, performance, caching, or otherwise, of material obtained through the Website, except as permitted by the Copyright Act or other law or as expressly permitted in writing by this Agreement, the Website or CAA.
- H.** You agree not to disrupt, overwhelm, attack, modify or interfere with the Website or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of the Website. You agree that you will not post any software, files or links to other sites, and that you will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Website, or feature of the Website. You further agree not to alter or tamper with any information or materials on or associated with the Website.
- I.** Other than connecting to the Service Provider's servers by http requests using a web browser, you may not attempt to gain access to the Service Provider's servers by any means, including without limitation, by using administrator passwords or by masquerading as an administrator while using the Website or otherwise.

**J.** You acknowledge that neither the Service Provider nor CAA has reviewed or endorses the content of all sites linked to and from this Website, or are responsible for the content or actions of any other sites linked to and from this Website. Your links, if any, to any service or site is at your sole risk.

**K.** The nature of this Website is interactive and public. By posting content, you understand and acknowledge that any materials, ideas or other communications you transmit in any manner and for any reason will not be treated as confidential or proprietary. Furthermore, you acknowledge and agree that any ideas, concepts, techniques, procedures, methods, systems, video, scripts, music, photographs, designs, plans, charts, or other materials you transmit may be used by the Service Provider or CAA anywhere, anytime, and for any reason whatsoever.

**L.** Neither CAA nor the Service Provider endorses, supports, sanctions, encourages, verifies, or agrees with the comments, opinions, or statements posted on forums, blogs or otherwise contained in the Website. Any information or material placed online, including advice and opinions, are the views and responsibility of those who post the statements and do not necessarily represent the views of CAA or the Service Provider. You agree that neither CAA nor the Service Provider are responsible or liable to you with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates this Agreement.

**M.** CAA and the Service Provider reserves the right (but undertake no duty) to review, edit, move or delete any material provided for display or placed on the Website or its bulletin boards, in their sole discretion, without notice.

#### **4. Additional Terms**

CAA and the Service Provider reserve the right to post, from time to time, additional terms of usage that apply to specific parts of the Website. Such additional terms will be posted in the relevant parts of the Website. Your continued use of the Website constitutes your agreement to comply with these additional terms of usage.

#### **5. Intellectual Property**

CAA and the Service Provider respect the intellectual property of others, and users of the Website are asked to do the same. CAA and the Service Provider may, in appropriate circumstances and at their sole discretion, suspend or terminate the access of and take other action against users, subscribers, registrants and account holders who infringe the copyright rights of others.

#### **6. Privacy Protection**

For information regarding use of the personal information you supply or communicate to the Website, please see CAA's Privacy Policy located at <http://www.caasco.com/about-us/website/privacy.jsp>, or email [privacy@caasco.com](mailto:privacy@caasco.com) or call 1-800-268-3750.

Except as expressly provided otherwise in the Privacy Policy, you agree that by posting messages, uploading files, inputting data, or engaging in any other form of communication with or through the Website, you grant us a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to use, reproduce, modify, adapt, translate, enhance, transmit, distribute, publicly perform, display, or sublicense any such communication (including your identity and information about you) in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes, and to authorize others to do so. In addition, please be aware that information and content including photographs (collectively, "**Materials**") you disclose in publicly accessible portions of the Website will be available to all users of the Website, so please be mindful when posting personal information and other content on the Website.

CAA and the Service Provider hereby disclaim any and all liability that may arise in connection with any and all materials posted, uploaded or supplied by you on the Website.

## **7. Disclaimer of Warranty**

You acknowledge that you are using the Website at your own risk. The Website is provided “as is”, and CAA, the Service Provider and their affiliates hereby expressly disclaim any and all warranties, express or implied, including but not limited to any warranties of accuracy, reliability, title, merchantability, non-infringement, fitness for a particular purpose or any other warranty, condition, guarantee or representation, whether oral, in writing or in electronic form, including but not limited to the accuracy or completeness of any information contained therein or provided by the Website. CAA, the Service Provider and their affiliates do not represent or warrant that access to the Website will be uninterrupted or that there will be no failures, errors or omissions or loss of transmitted information or that no viruses will be transmitted on the Website.

## **8. Indemnification**

You agree to indemnify CAA, the Service Provider and their respective employees, officers, directors, affiliates, agents, representatives and third party service providers, and to defend and hold each of them harmless, from any and all claims and liabilities (including legal fees) which may arise from your submissions, from your unauthorized use of material obtained through the Website, or from your breach of this Agreement, or from any such acts through your use of the Website.

## **9. Limitation of Liability**

CAA, the Service Provider and their affiliates shall not be liable to you or any third parties for any direct, indirect, special, consequential or punitive damages allegedly sustained arising out of this Agreement, the providing of the Website hereunder, the sale or purchase of any goods or merchandise, your access to or inability to access the Website, including for viruses alleged to have been obtained from the Website, your use or reliance on the Website or any of the merchandise, information or materials available on the Website, regardless of the type of claim or the nature of the cause of action, even if advised of the possibility of such damages. You hereby agree to release CAA, the Service Provider and their respective affiliates, directors, officers, employees and agents from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (“**Claims**”), arising out of or in any way connected with your use of the Website.

## **10. Termination or Suspension of Access to Website**

CAA and the Service Provider has the right to terminate and/or suspend your ability to access the Website or any portion thereof, for any or no reason, or may prevent your use of the Website with or without notice to you. You agree that you do not have any rights in this Website and that neither CAA nor the Service Provider will have any liability to you if this Website is discontinued or your ability to access it is terminated.

## 11. Jurisdiction

Neither CAA nor the Service Provider makes any representations that materials on the Website are appropriate, available or legal in any particular location. Those who choose to access the Website do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

You agree that this Agreement, for all purposes, shall be governed and construed in accordance with the laws of the Province of Ontario without regard to any conflict of laws provisions, and any disputes arising under or relating to this Agreement shall be subject to the non-exclusive jurisdiction of the courts in Ontario.