



GOWLING WLG (CANADA) LLP TERMS OF USE

These Terms of Use were last revised on July 16, 2018.

This is a binding agreement between the individual (“You”, “Your” and “Yourself”) accessing this extranet site (the “Site”) and Gowling WLG (Canada) LLP (“Gowling WLG” or “the Firm”). Gowling WLG administers and operates the Site, which includes all associated pages that collectively comprise it for the benefit of an individual, firm, corporation or other entity which requested that Gowling WLG establish the Site (a “Client”). The information and services available through the Site are subject to the following terms and conditions of use (“Terms of Use”).

By being permitted access to the Site, You are either authorized by a Client, an Organization or a person authorized to have access to the Site in order to assist a Client or an Organization.

By selecting the “I have read and accept the Project Terms of Use” option and clicking the “Continue” button presented with these Terms of Use or such other button or mechanism designed to acknowledge agreement to the terms of an electronic copy of these Terms of Use, or by accessing, or otherwise using all or any portion of the Site, (i) You accept these Terms of Use on behalf of the entity for which You are authorized to act (an “Organization”) (e.g., an employer) and acknowledge that such entity is legally bound by these Terms of Use (and You agree to act in a manner consistent with these Terms of Use) or, if there is no such entity for which You are authorized to act, You accept these Terms of Use on behalf of Yourself as an individual and acknowledge that You are legally bound by these Terms of Use, and (ii) You represent and warrant that You have the right, power and authority to act on behalf of and bind such Organization (if any) or Yourself. You may not accept these Terms of Use on behalf of an Organization unless You are an employee or other agent of such Organization and have the right, power and authority to act on behalf of such Organization.

If You do not agree to be bound by these Terms of Use, You are not permitted to have further access to, or to use the information or services offered through, the Site.

Gowling WLG reserves the right to change these Terms of Use at any time without prior notice and Gowling WLG will have no liability for any loss or inconvenience which may result from any such changes. Your use of the Site following any modification constitutes Your agreement to follow and be bound by these Terms of Use as revised. For this reason, Gowling WLG recommends that You review these Terms of Use each time You use the Site.

Please show that You have received, understood and agreed to these Terms of Use by completing the acceptance process. If You select the “I have read and accept the Project Terms of Use” option and click the “Continue” button without reading the Terms of Use, You are still agreeing, both on Your own behalf and on behalf of the Organization You represent, to be bound by all of the terms and conditions in these Terms of Use.

By agreeing to these Terms of Use, and in return for Gowling WLG providing information and/or services through the Site, You agree as follows:

1. Your Use of the Site

- a. You acknowledge that:
 - i. All information, text, data, files, images, content and other materials (collectively, “Content”) on the Site are for information purposes only and are not, and should not be taken as, legal advice and that, in the event You rely on, take or fail to take any action, You do so solely at Your own discretion;
 - ii. Gowling WLG may change, move, delete, suspend or discontinue any aspect of the Site at any time, including, but not limited to, the availability of any feature, the hours of availability or may impose limits on certain features and services or restrict access to parts or all of the Site without notice or liability;
 - iii. Title to, and all other proprietary interest in, the Content accessible through the Site is the property of the rightful owner of such Content or Gowling WLG and full and complete title to all the Content, and all related intellectual property rights to such Content, is retained by the rightful owner or Gowling WLG (as the case may be);
 - iv. All software applications and systems used on the Site are the property of Gowling WLG or its software supplier and are protected by Canadian and international copyright laws; and
 - v. Your license to use such Content or software is subject to these Terms of Use;
- b. You may access and use the Site, including text, images or software, only during the normal course of the Site's operations;
- c. To the extent permitted by the functionality of the Site, You may access, download or copy the Content made available on the Site for Your internal use only and that of Your Organization only and not for any public redistribution;
- d. You may use the Site for lawful purposes only and only in accordance with these Terms of Use and, where the Site prompts You with directions, only in accordance with such directions and any other directions that are communicated to You by Gowling WLG at any time and by any method of communication;
- e. You must read these Terms of Use together with any specific terms, conditions or disclaimers provided in the pages of the Site. In the event of any conflict between these Terms of Use and such specific terms, conditions or disclaimers in the pages of the Site, such specific terms, conditions or disclaimers will govern; and
- f. You shall not:
 - i. Post or transmit through the Site any Content that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, defamatory, invasive of privacy rights, vulgar, obscene, profane or otherwise objectionable, that encourages conduct that would constitute a criminal offence or that gives rise to civil liability or otherwise violates any law;

- ii. Reproduce, publish, transmit, distribute, display, modify, create derivative works from, reverse engineer, attempt to derive source code from the Site, or sell or participate in any sale of, or exploit in any way, in whole or in part, any Content, the Site or any related software;
- iii. Knowingly or unknowingly upload content containing viruses, Trojans, worms, spyware, or other malicious content.
- iv. Circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions of the Site as described in these Terms of Use;
- v. Interfere with or disrupt the integrity or performance of the Site or any Content contained therein; or
- vi. Except as expressly permitted by these Terms of Use, download, scan, copy, print or otherwise reproduce or capture any of the Content contained on the Site.

g. You represent and warrant that any materials that You upload onto the Site have been scanned prior to uploading using up-to-date and comprehensive virus checking and anti-spyware technology.

2. Content

The Site and all software underlying the Site, all copies and portions thereof, and all improvements, enhancements, modifications and derivative works thereof, and all intellectual property rights therein, are and shall remain the sole and exclusive property of Gowling WLG and its licensors. Your rights to use the Site shall be limited to those expressly granted in these Terms of Use. No other rights with respect to the Site or any related intellectual property rights are implied.

You grant Gowling WLG a non-exclusive, perpetual, royalty-free, transferable, sub-licensable, world-wide right and license to reproduce, perform, display, distribute, modify, copy and use Your Content in connection with providing the Site and in making the Site available to Your Organization, the Client and other authorized parties. Nothing in these Terms of Use will confer on Gowling WLG any right of ownership or interest in Your Content or any intellectual property rights therein. Notwithstanding the foregoing, You consent to Gowling WLG's use of Your Content to provide, improve and manage the Site. Notwithstanding the generality of Section 1(f)i), You are solely responsible for the Content that You upload, publish, display, link to or otherwise make available (hereinafter, "post") on the Site, and You agree that Gowling WLG and its software suppliers act only as a passive conduit with respect to the online distribution and publication of Content on the Site. Gowling WLG will not review, share, distribute, or reference any such Content except as provided herein or as required by law. You and Your Organization each agree to take steps to ensure that You and Your Organization's authorized users do not post Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to an authorized user, or any other person or entity; (ii) may create a risk of any other loss or damage to any person or property; (iii) may constitute, encourage or contribute to a crime or tort; (iv) contains any text, information or other Content that is unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise objectionable; (v) contains any information, text or other Content that is illegal; or (vi) contains any information, text or

other Content that You do not have a right to make available under any law or under contractual or fiduciary relationships. You represent and warrant that the Content that

Your post does not and will not violate third-party rights of any kind including, without limitation, any intellectual property rights, rights of publicity and privacy.

You acknowledge that the Site is not a backup or storage facility. It is Your responsibility to ensure that You retain backup copies of all uploaded materials.

3. Personal Information

In the event that the Site collects personal information about You, You consent to the collection, use and disclosure of such personal information, through the Site, in accordance with [Gowling WLG's Privacy Policy](#).

4. Confidentiality and Non-Disclosure

Content made available to You on the Site is provided for the benefit only of Your Organization on whose behalf You are accessing the Site and is not for any public or private redistribution or disclosure. Such information may be confidential business or personal information of the Client or others. If such information is confidential, then it is disclosed to You as a representative of Your Organization (or if there is no such entity for which You are authorized to act, then it is disclosed to You as an individual) and on a strictly confidential basis. You are required, as a term of Your access to the Site, to keep such confidential information confidential. Such information will be deemed to be confidential unless it is publicly available through other sources.

You acknowledge that, in addition to the provisions of these Terms of Use, You and Your Organization will also be bound by the provisions of any non-disclosure or similar agreement between the Client (or a person on the Client's behalf) and the Organization or Organizations for which the Client has established the Site.

5. Instructions

Where permitted by the Site, You authorize Gowling WLG to accept, and You will be solely responsible for, all instructions submitted to Gowling WLG through the Site. Gowling WLG may rely on such instructions as if You had given them signed and in writing, whether such instructions are made by You, or any other person acting with or without Your knowledge or consent.

In its sole discretion, for any reason, Gowling WLG may decline to act, or delay acting upon, any instruction provided through the Site and will not incur any liability by reason of acting or failing to act in respect of any such instruction.

Gowling WLG may maintain a database of Your instructions and such records may be used as evidence with respect to any dispute, including any legal proceeding, of Your instructions. You agree that computer-generated or electronic records received or created by Gowling WLG in connection with Your use of the Site shall be admissible in a court of law, and You waive any defence that You may otherwise have as to their admissibility.

6. Security

You will:

- a. Observe all security features on the Site and not disable or bypass any security devices;
- b. Be responsible for any use of Your username by You or any third party other than authorized Gowling WLG personnel;

- c. Keep Your username and associated password private and not share them with anyone other than authorized Gowling WLG personnel;
- d. Report to Gowling WLG immediately if You know or suspect that Your username or password has been lost, stolen or otherwise compromised; and
- e. Notify Gowling WLG in the event of any unauthorized use of the Site by anyone using Your username and password.

7. Monitoring

Gowling WLG may, in its sole discretion, monitor, review and use all evidence of any Content that You post and of Your use of the Site, including information relating to such use, such as identification of sources and recipients of information, usage frequency and content of transmissions. All information, including personal and confidential information, may be monitored. Gowling WLG reserves the right to monitor the Site to ensure all users are authorized users and facilitate protection against unauthorized access. Evidence of unauthorized use may be used in a criminal or civil action. Your use of this Site constitutes Your consent to monitoring by Gowling WLG in accordance with these Terms of Use.

8. Access to the Site

While reasonable efforts will be made to ensure availability of the Site, Gowling WLG does not guarantee that the Site or individual features of the Site will be available at all times. Gowling WLG reserves the right to withdraw or amend the services provided on the Site without notice for any reason.

Gowling WLG reserves the right to bar use of login details for security or other concerns or for general administrative purposes. In the event that Your login is barred, we will take steps to ensure that You are reasonably notified.

Gowling WLG reserves the right to permanently withdraw Your access to the Site without notice for any reason. Without limiting the generality of the foregoing, Your access will be permanently withdrawn if You or Your Organization:

- a. post content which violates these Terms of Use;
- b. cease to be a client, or if the client ceases to be a client of Gowling WLG;
- c. allow unauthorized users to access the Site, or;
- d. allow unauthorized disclosure of confidential information.

9. Disclaimers

Gowling WLG is not responsible in any manner for Content found on other web sites that are linked to the Site by hyperlinks and no endorsement of any products, services or information is expressed or implied by any Content referred to or included on, or linked from or to the Site. Your use of any such other web sites is entirely at Your risk.

Gowling WLG is not responsible in any manner for any loss or damage caused by a distributed denial-of-service attack, viruses, cyber-attack, or any other technological harmful material that may infect Your equipment.

TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, THE SITE (INCLUDING, BUT NOT LIMITED TO, ALL CONTENT AND/OR YOUR ACCESS TO AND USE OF THE SITE) ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". GOWLING WLG AND ITS LICENSORS AND SOFTWARE SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND THERE ARE NO CONDITIONS, ENDORSEMENTS,

UNDERTAKINGS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, (INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, RESULTS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABILITY, DURABILITY, TITLE, NON-INFRINGEMENT OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF THE TRADE) AS TO, ARISING OUT OF OR RELATED TO THE FOLLOWING: (I) THESE TERMS OF USE; (II) THE SITE (INCLUDING, WITHOUT LIMITATION, (A) THE PERFORMANCE OF THE SITE OR ITS FAILURE TO PERFORM, (B) THE AVAILABILITY OR RELIABILITY OF THE SITE, (C) THE FUNCTIONS, CONTENT AND INFORMATION MADE ACCESSIBLE OR AVAILABLE ON OR THROUGH THE SITE, AND (D) COMPONENTS); AND/OR (III) THE TRANSMISSION OF CONTENT OR DATA TRANSMITTED TO OR FROM YOU OR OTHERS VIA THE SITE.

10. Limitation of Liability

GOWLING WLG AND AFFILIATES AND, AS THE CASE MAY BE, ITS PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, OTHER REPRESENTATIVES AND SERVICE PROVIDERS, WILL NOT BE RESPONSIBLE OR IN ANY MANNER LIABLE TO YOU, YOUR ORGANIZATION OR ANY THIRD PARTY FOR ANY LOSSES, DAMAGES, PENALTIES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FOR HARM TO BUSINESS, LOST PROFITS, LOST SAVINGS OR LOST REVENUES, WHETHER OR NOT GOWLING WLG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED, IN CONNECTION WITH OR ARISING

OUT OF YOUR USE (OR THE USE ON BEHALF OF THE ORGANIZATION WHOM YOU REPRESENT) OF THE SITE, OR ANY REPRODUCTION OF THE SITE, WHETHER AUTHORIZED OR NOT. BY ACCESSING THE SITE, YOU RELEASE GOWLING WLG AND, AS THE CASE MAY BE, ITS PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND OTHER REPRESENTATIVES FROM ALL CLAIMS AND PROCEEDINGS FOR ALL SUCH LOSSES, DAMAGES OR CONSEQUENCES.

THESE LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR NEGLIGENCE.

9. Indemnification

You shall indemnify, defend and hold harmless Gowling WLG and, as the case may be, its partners, employees, agents, subcontractors or other representatives from and against any liability, loss, damage, or expense arising out of or in connection with any and all claims, actions or proceedings arising from or related to: (a) Your use of the Site; or (b) Your Content.

10. Miscellaneous

Gowling WLG shall not be liable to You for any failure or delay in performance by circumstances beyond its control (including, but not limited to, acts of God, fire, labour difficulties, governmental action, terrorism or and Internet disturbance).

These Terms of Use shall be governed, construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province, and You, both personally and on behalf of the Organization whom You represent, submit to the exclusive jurisdiction of the courts of the Province of Ontario to finally adjudicate or determine any suit, action or proceeding arising out of or in connection with the Site.

If any provision of these Terms of Use is held to be invalid or unenforceable, such provision shall be deemed deleted from these Terms of Use. The remaining provisions of these Terms of Use shall continue in full force and effect. The division of these Terms of Use into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of these Terms of Use. The failure of Gowling WLG to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

You may not transfer or assign these Terms of Use or any rights or obligations hereunder, directly or indirectly, by operation of law or otherwise, without the prior written consent of Gowling WLG and any such assignment shall be null and void from the beginning. These Terms of Use shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

Sections 2 (Content), 4 (Confidentiality & Non-Disclosure), 5 (Instructions); 7 (Disclaimers) 8 (Limitation of Liability), 9 (Indemnification) and 10 (Miscellaneous) of these Terms of Use shall survive any termination or expiration of these Terms of Use.

These Terms of Use constitute the entire agreement between You (both personally and on behalf of the Organization You represent) and Gowling WLG relating to Your access and use of the Site and its contents.

The parties have requested that these Terms of Use and all documents contemplated by these Terms of Use be in English. *Les parties aux présentes ont exigé que cette entente et tous autres documents envisagés par les présentes soient rédigés en anglais.*