



## **WEBSTATION TERMS OF USE**

Version: 20190618\_1453

### **1. Acceptance of Terms**

(a) By using or visiting the Webstation Global Business Solutions Inc. (hereinafter "WebStation") website (the "Website"), you agree to these terms and conditions (the "Terms"). WebStation may, in its sole discretion, revise these Terms at any time without advance notice to you. You are bound by such revisions by continuing to use or visit the Website after they are posted online.

### **2. WebStation Website**

(a) These Terms apply to all users of the Website, including users who contribute content ("User Content") to the Website. The Website may contain interactive areas designed to allow you to post content on the Website and/or comment, including posting comments on our blogs. The use of these features is additionally governed by the Code of Conduct (See section 10).

(b) The Website may contain links to third party websites not owned or controlled by WebStation. The links to any third party websites are provided for your convenience, and the inclusion of the links on the WebStation Website does not imply approval or endorsement of the third party websites by WebStation. WebStation has no control over, and accepts no responsibility for the content, privacy policies, or practices of any third party websites.

(c) You agree to not make any attempt to copy, reverse engineer or implement WebStation intellectual property. If you desire to use some of our intellectual property, please contact us at [contact@webstationhq.com](mailto:contact@webstationhq.com).

### **3. User Accounts**

(a) To access some features of the Website, you may need to register for a WebStation user account. When registering for your user account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your user account, and you must keep your account



password secure. You must notify WebStation immediately of any breach of security or unauthorized use of your user account.

(b) Although WebStation will not be liable for your losses caused by any unauthorized use of your user account, you may be liable for the losses WebStation or others incur due to such unauthorized use of your user account.

#### **4. Ownership of Website Content**

(a) WebStation owns all intellectual property rights, including without limitation copyright and trade-mark rights, in all materials on or comprising the Website ("Content"), including all written, audio visual, graphical elements or other materials and on the Website, but excludes User Content (as defined below in Section 5(a)), software libraries and/or packages licensed and used by WebStation such as Bootstrap, JQuery, etc AND images and tradenames/intellectual property owned by third parties including those displayed in our clients reference section. The brand elements, logos, and wordmarks of third parties displayed on the WebStation Website remain the sole rights of their respective companies.

(b) WebStation grants you a limited license to use, download, print, or reproduce in whole or in part, the Content on this Website, subject to the following conditions:

- i. it must be used or reproduced accurately, without any modification;
- ii. it must identify WebStation as the source;
- iii. it must be used solely for non-commercial purposes; and
- iv. any existing copyright notices must appear on every copy in the following form:

"© Webstation Global Business Solutions Inc. - All rights reserved."

(c) WebStation's express, prior, written permission is required for any Content that is not included in the license above, such as any graphical elements or website code, and/or for the use of Content for any purpose not expressly permitted above, such as for any commercial purpose whatsoever. The WebStation logos and all



brand elements are trade-marks of WebStation, and may not be used without the express written permission of WebStation.

## **5. User Content; Privacy**

(a) You may be able to post or upload (in designated areas of the Website) written content or other content (collectively "User Content") to the Website. You are solely responsible for your own User Content and the consequences of posting or publishing it. By uploading or posting User Content to the Website, you automatically grant WebStation a worldwide, non-exclusive, royalty free, license in perpetuity to use, reproduce, modify, translate into different languages or formats, and publish such User Content on the Website for the purpose of sharing the User Content with users and visitors of the Website and to promote the Website. You represent and warrant that you own or have the right to use and license WebStation to use the User Content in the manner contemplated by the Website and these Terms.

(b) By accessing and/or using the Website, you may provide us with personal information as described in our Privacy Policy. You acknowledge that you have read and understood our Privacy Policy, which governs the collection, use, storage and disclosure of such personal information.

## **6. DISCLAIMER**

(a) YOUR USE OF THIS WEBSITE IS ENTIRELY AT YOUR OWN RISK. THE WEBSITE AND CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WebStation DOES NOT WARRANT THAT THE WEBSITE OR CONTENT CONTAINED IN THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(b) WITHOUT LIMITING THE FOREGOING, WebStation DOES NOT WARRANT AND MAKES NO REPRESENTATION, REGARDING THE SUITABILITY FOR USE, THE ABILITY TO USE, OR THE RESULT OF USE OF THE CONTENT IN TERMS OF ACCURACY,



RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. WebStation MAY MAKE CHANGES OR IMPROVEMENTS TO THE CONTENT OR THE WEBSITE AT ANY TIME. WebStation MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

## **7. LIMITATION OF LIABILITY**

(a) WebStation, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, OR DAMAGES RESULTING FROM ANY (I) ERRORS OR OMISSIONS IN THE CONTENT, (II) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, OR (V) FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF THE LEGAL THEORY GIVING RISE TO THE DAMAGES, AND EVEN IF WebStation HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

(b) YOU SPECIFICALLY ACKNOWLEDGE THAT WebStation, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.



## **8. INDEMNITY**

(a) YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS WebStation, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, JUDGMENTS, LOSSES, LIABILITIES, COSTS OR DEBT, ATTORNEY'S FEES AND OTHER EXPENSES ARISING FROM: (I) YOUR USE OF AND ACCESS TO THE WEBSITE;

- I. YOUR VIOLATION OF ANY THIRD PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, OR PRIVACY RIGHT; OR
- ii. ANY CLAIM THAT YOU DID NOT HAVE THE RIGHT TO PROVIDE ANY USER CONTENT OR THAT YOUR USER CONTENT CAUSED DAMAGE TO A THIRD PARTY.

THIS DEFENSE AND INDEMNIFICATION OBLIGATION WILL SURVIVE THESE TERMS AND YOUR USE OF THE WEBSITE. IN SUCH A CASE, WebStation WILL PROVIDE YOU WITH WRITTEN NOTICE OF SUCH CLAIM, SUIT OR ACTION.

## **9. Miscellaneous**

(a) You affirm that you are either more than 18 years of age, or possess parental or guardian consent to agree to these Terms and access and use the Website, and are otherwise fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

(b) These Terms will be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located in the Province of Ontario, Canada. The Website is physically maintained and operated by WebStation from the Province of Ontario.

(c) You may not assign these Terms or assign any rights or delegate any obligations under these Terms, in whole or in part, whether voluntarily or by operation of law, without our prior written consent.



(d) These Terms constitute the entire agreement between you and WebStation with respect to the subject matter and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remaining provisions of the Terms will continue in full force and effect.

(e) In the event of any inconsistency between the English and French versions of these Terms, the English version shall govern.

## **10. Code of Conduct**

a. You may not use the WebStation Website for any illegal or unauthorized purpose. In addition to the laws of the Province of Ontario, Canada, Canadian Federal Statutes and Laws, you also agree to comply with all local laws that apply to your use of the Website.

b. You may not use the Website in any manner which could disable, overburden, damage, or impair the Website, WebStation's servers or computer network, or interfere with any other party's use and enjoyment of the Website.

c. You agree that you are responsible for your own conduct and communications while using the Website and for any consequences of that use. By way of example, and not as a limitation, you agree that when using the Website, you will not:

i. post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content;

ii. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

iii. post or upload any User Content that infringes on any patent, trademark, copyright, trade secret, or the intellectual property rights of any party;



- iv. impersonate another person, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of any content;
  - v. use the Website in connection with surveys, contests, junk email, spamming or any duplicative messages (commercial or otherwise);
  - vi. use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Website for the purpose of collecting information other than search engine activity;
  - vii. upload files that contain bugs, viruses, trojan horses, worms, or any other similar software or programs that may damage the operation of the computer or property of another; or
  - viii. submit User Content that falsely expresses or implies that such User Content is sponsored or endorsed by any party where it is not sponsored or endorsed by such party.
- d. While WebStation prohibits such conduct and User Content in connection with the Website, you understand and agree that nonetheless you may be exposed to such conduct or User Content and that you use the Website at your own risk.
- e. WebStation reserves the right to monitor use of this Website to determine compliance with these Terms. Although WebStation does not read, review, vet or otherwise assess User Content in advance of its posting, WebStation reserves the right to remove any User Content and/or terminate your WebStation User Account without notice for breach or for any other reason.