Legal

Terms of Use

1. Terms

The Information Technology Association of Canada d/b/a TECHNATION Canada (“**TECHNATION Canada**”, “**we**”, or “**us**”) owns and operates the website located at [https://www.technationcanada.ca](https://www.technationcanada.ca/) (the “**Website**”). By accessing the Website, you are agreeing to be bound by these Terms of Use (these “**Terms**”), all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these Terms, do not use the Website. Any claim relating to the Website shall be governed by the laws of the Province of Ontario. Applicable copyright and trademark law protects the materials contained in the Website. TECHNATION Canada may revise these Terms at any time without notice. Your use after any amendments or updates of these Terms shall signify your assent to and acceptance of such revised terms.

2. Content

All information, data, text, software, music, sound, photographs, graphics, video, messages or other materials, whether publicly posted or privately transmitted to the Website by viewers or users whether in forums or otherwise (“**User Content**”), is the sole responsibility of such viewers or users. This means that the viewer or user, and not TECHNATION Canada, are entirely responsible for all such material uploaded, posted, emailed, transmitted or otherwise made available by using the Website. TECHNATION Canada does not control or actively monitor User Content and, as such, does not guarantee the accuracy, integrity or quality of such content. Users acknowledge that by using the Website, they may be exposed to materials that are offensive, indecent or objectionable. Under no circumstances will TECHNATION Canada be liable in any way for any materials, including, but not limited to, for any errors or omissions in any materials or any defects or errors in any printing or manufacturing, or for any loss or damage of any kind incurred as a result of the viewing or use of any materials posted, emailed, transmitted or otherwise made available via the Website.

3. Restrictions on User Content and Use of the Website

TECHNATION Canada reserves the right at all times (but will have no obligation) to remove or refuse to distribute any User Content and to terminate users or reclaim usernames. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of our users and the public.

In using the Website, you shall not:

* 1. copy any content unless expressly permitted to do so herein;
  2. upload, post, email, transmit or otherwise make available any material that:
     1. is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable, encourages criminal behavior, gives rise to civil liability, violates any law, or is otherwise objectionable;
     2. you do not have a right to make available under any law or under a contractual relationship;
     3. infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party (including privacy rights);
     4. is or contains unsolicited or unauthorized advertising, solicitations for business, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
     5. 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 or data or the Website or that of any users or viewers of the Website or that compromises a user’s privacy; or
     6. contains any falsehoods or misrepresentations or create an impression that you know is incorrect, misleading, or deceptive, or any material that could damage or harm minors in any way;
  3. impersonate any person or entity or misrepresent their affiliation with a person or entity;
  4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted to or through the Website or impersonate another person or organization;
  5. interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website or probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
  6. intentionally or unintentionally violate any applicable local, state, national or international law or regulation;
  7. collect or store personal data about other users or viewers;
  8. license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Website; or
  9. modify, translate, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part or any software provided as part of the Website, except to the extent the foregoing restrictions are expressly prohibited by applicable law.

4. License of Content

By submitting, posting or displaying User Content on or through the Website, you grant us (and our agents) a non-exclusive, royalty-free license (with the right to sublicense) to use, copy, modify, transmit, display and distribute such User Content. TECHNATION Canada will not be responsible or liable for any use of User Content in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any User Content that you submit.

5. End User License

Except for User Content, the Website, and information and materials that it contains is the property of TECHNATION Canada and its licensors, and are protected from unauthorized copying and dissemination by copyright law, trademark law, and other intellectual property laws. Subject to these Terms, TECHNATION Canada grants you a non-transferable, non-exclusive, license to use the Website for your use (the “**License**”). Nothing in these Terms gives you a right to use the TECHNATION Canada names, trademarks, logos, domain names, and other distinctive brand features without our prior written consent. You shall not attempt to override or circumvent any of the usage rules or restrictions on the Website. Any future update or other addition to functionality of the Website shall be subject to the terms of these Terms.

6. Payment of Fees

If you purchase a membership, event ticket or other item through the Website, you agree to pay the fees quoted to you at the time of purchase (the “**Fees**”) as well as all applicable taxes, fees, value-added surcharges, import and export duties, and other assessments levied by federal, state, provincial, local and other governments related to the Fees and payments to the other under this Agreement.

A valid credit card may be required for purchases made through the Website, in which case you shall: (i) keep the billing, credit card and payment information provided to TECHNATION Canada or its suppliers or payment processors, including name, credit card number and expiry date, mailing address, email address and telephone number, accurate and up to date; (ii) promptly advise TECHNATION Canada if your credit card information changes due to loss, theft, cancellation or otherwise; (iii) be liable for your failure to pay any Fees billed by TECHNATION Canada caused by your failure to provide TECHNATION Canada with up to date billing information. Credit card billing information will be collected and stored by TECHNATION Canada’s third-party payment processor, AFFINIPAY, in accordance with such processor’s terms of service and privacy policy.

7. Disclaimer

The materials on the Website are provided “as is”. TECHNATION Canada makes no warranties, expressed or implied, and TECHNATION Canada disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Any information or material downloaded or otherwise obtained through the use of the Website is at your own discretion and risk and you will be solely responsible for any damage to your computer system, loss of data, or any other loss that results from downloading or using any such material. Further, TECHNATION Canada does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on the Website or otherwise relating to such materials or on any sites linked to the Website. The materials appearing on the Website could include technical, typographical, or photographic errors. TECHNATION Canada does not warrant that any of the materials on its Website are accurate, complete, or current. TECHNATION Canada may make changes to the materials contained on its Website at any time without notice. TECHNATION Canada does not, however, make any commitment to update the materials on its Website.

8. Limitation of Liability

Under no circumstances shall TECHNATION Canada be liable for any direct, indirect, incidental, special, consequential, exemplary or other damages whatsoever, including, without limitation, any damages that result from (i) your use of or your inability to use the Website, (ii) the cost of procurement of substitute goods, data, information or services, (iii) errors, mistakes, or inaccuracies in the materials on the Website, (iv) personal injury or property damage of any kind whatsoever arising from or relating to your use of the Website, any bugs, viruses, trojan horses, or any other files or data that may be harmful to computer or communication equipment or data that may have been transmitted to or through the Website, or (v) any errors or omissions in any material on the Website or any other loss or damage of any kind arising from or relating to your use of the Website. These limitations shall apply even if TECHNATION Canada has been advised of the possibility of such damages. The foregoing limitations shall apply to the fullest extent permitted by law in the applicable jurisdiction.

9. Indemnification

You shall indemnify and hold TECHNATION Canada and its subsidiaries, affiliates, officers, agents, and employees harmless from all claims, actions, proceedings, demands, damages, losses, costs, and expenses (including reasonable attorneys’ fees), incurred in connection with any materials submitted, posted, transmitted or made available by you through the Website and/or any violation by you of these Terms.

10. Availability and Updates

TECHNATION Canada may alter, suspend, or discontinue this Website at any time and for any reason or no reason, without notice. The Website may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons. TECHNATION Canada may periodically add or update the information and materials on this Website without notice.

11. Links and Third-Party Websites

This Website may contain links to other websites that are not owned or controlled by TECHNATION Canada. In no event shall any reference to any third party, third party product or service be construed as an approval or endorsement by TECHNATION Canada of that third party, third party product or service. TECHNATION Canada is also not responsible for the content of any linked websites. Any third-party websites or services accessed from the Website are subject to the terms and conditions of those websites and or services and you are responsible for determining those terms and conditions and complying with them. The presence on the Website of a link to any other website(s) does not imply that TECHNATION Canada endorses or accepts any responsibility for the content or use of such websites, and you hereby release TECHNATION Canada from all liability and/damages that may arise from your use of such websites or receipt of services from any such websites.

12. Submissions

All feedback data such as remarks, suggestions, questions, comments, ideas, polls, questionnaires, graphics, or other information communicated to TECHNATION Canada through the Website, excluding any personal information, (collectively called the “**Submission**”) will forever be the property of TECHNATION Canada. We will not be liable for any ideas for its business (including without limitation, product, or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future TECHNATION Canada operations. Without limitation, TECHNATION Canada will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere. TECHNATION Canada will be entitled to use the Submission for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Submission. Such rights shall include, but not be limited to, the freedom to reproduce, use, disclose, exhibit, display, transform, create derivative works, and distribute the Submission to others without limitation.

You agree that: (i) TECHNATION Canada is not subject to any confidentiality obligations in respect to the Submission, (ii) the Submission is not confidential or proprietary information of you or any third party and you have all of the necessary rights to disclose the Submission to TECHNATION Canada, (iii) you are responsible for whatever material you submit, and you, not TECHNATION Canada, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright, (iv) you waive any and all moral rights in the Submission, and (v) TECHNATION Canada shall be free to use any ideas, concepts, know-how or techniques contained in such Submission for any purpose whatsoever, including but not limited to developing and marketing products incorporating such Submission.

13. Security

You understand that the Internet and other various networking communication mediums are not secure, unless explicitly specified as such, and may be subject to interception or loss. TECHNATION Canada makes no warranties of any kind, whether express, implied, or statutory concerning the data or information available through the Internet and any other network. You are responsible for safeguarding any password that you use to access the Website and you are responsible for any activities or actions under your password. You agree to keep your password secure. TECHNATION Canada will not be liable for any loss or damage arising from your failure to comply with these requirements.

14. General

These Terms, together with any privacy policy that may be published on the Website, constitutes the entire agreement between the parties relating to the Website and all related activities. These Terms shall not be modified except in writing signed by both parties or by a new posting of these Terms issued by TECHNATION Canada. If any part of these Terms is held to be unlawful, void, or unenforceable, that part shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions. The failure of TECHNATION Canada to exercise or enforce any right or provision under these Terms shall not constitute a waiver of such right or provision. Any waiver of any right or provision by TECHNATION Canada must be in writing and shall only apply to the specific instance identified in such writing. You may not assign these Terms, or any rights or licenses granted hereunder, whether voluntarily, by operation of law, or otherwise without TECHNATION Canada’s prior written consent. Any dispute arising out of your use of the Website, or these Terms, shall be governed by the laws of the province of Ontario and heard in the provincial courts of Ontario located in Ottawa, ON.

It is the express wish of the parties that these Terms and all related documents be drawn up in English.  C’est la volonté expresse des parties que la présente convention ainsi que les documents qui s’y rattachent soient rédigés en anglais.

*Last Updated: September 30th, 2020*