

TERMS OF USE

1. Agreement

The Regional Municipality of Waterloo ("**Region**", "**our**", "**we**", "**us**") welcomes you to our website ("**Site**").

By accessing and using this Site, you agree that you have read, understood and agreed to be bound by these Terms of Use ("**Terms** ") and to comply with all applicable laws and regulations as they may change from time to time. We suggest you print a copy of these Terms of Use for your records.

Other websites, portions of this Site, or certain features or services provided by the Region of Waterloo or our third party service providers may be subject to terms of use that apply in addition to or in place of these Terms. Your use of any such websites, portions of this Site, or features or services is subject to those terms of use in addition to, or in place of these Terms as we may specify. Unless expressly set out therein, if there is conflict between those terms and these Terms then those terms shall govern and control as it relates to such conflict.

By using the Site and services and/or providing us with Personal Information you agree that you are at least the age of majority in Ontario or if you are under 18 years old you agree that you have the consent of your parent/legal guardian. The Site and the services are not intended for children under the age of 13. If you are under the age of 13 years of age, then please do not use the Site or service.

2. Changes to the Site or these Terms

We reserve the right at any time to modify or discontinue the whole, or any part of, the Site, without notice, and that we will not be responsible or liable, directly or indirectly, to you or any other person or entity for any loss or damage of any kind incurred as a result of any such modifications or discontinuance. Further, we reserve the right to modify all or any portion of these Terms at any time without incurring any liability or obligation whatsoever to you or any other person or entity. If we do this, we will post any amended Terms on our Site. As permitted by applicable law, any amendment will become effective at the time we post the amended Terms with an indication of the date the Terms was last revised or as otherwise stated in any notice we choose to provide to you. It is your responsibility to check our Site periodically for changes.

3. Code of Conduct

You agree that you shall not use the Site to:

- a. disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to gain unauthorized access to any portion of the Site;
- b. collect information about others without their consent;
- c. violate (or attempt to violate) the security of this Site, including without limitation by hacking, cracking, mail bombing, mounting a denial of service attack, or any other malicious, careless or negligent conduct; and/or
- d. upload, post, email, transmit or otherwise make available any content that you do not have the right to disclose or make available.

Certain features and/or portions of this Site may permit you to upload, post or otherwise transmit content (the "**User Content**"). You agree that you shall not use the Site to upload, post, or otherwise transmit any User Content that, as determined in the sole and absolute discretion of the Region of Waterloo:

- i. violates any applicable law or regulation;
- ii. contains, depicts, includes, discusses or involves, any of the following: nudity; alcohol/drug consumption or smoking (other than in association with the Region of Waterloo's activities as a regional municipality); explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of other individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services; any identifiable third party products, trade-marks, brands and/or logos;
- iii. infringes, or might infringe, the intellectual property rights, privacy rights, rights of publicity, or other proprietary rights of others or give rise to any claims for payment whatsoever;
- iv. contains any viruses, trojan horses, time bombs, 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; and/or
- v. any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Region of Waterloo in our sole and absolute discretion.

By providing User Content, you: (i) grant to the Region of Waterloo a world-wide, perpetual, irrevocable, transferable, sub-licensable, royalty-free, non-exclusive, and unrestricted license to copy, reproduce, adapt, transmit, edit, modify, or otherwise use, publicly display, distribute, translate and create compilations and derivative works from, any and all User Content (in any format or media) that you post on, upload or otherwise submit to or through, the Site; and (ii) waive all moral rights in and to all User Content that you post on, upload or otherwise submit to or through, the Site in favour of the Region of Waterloo.

You are responsible for the User Content you provide, and agree to indemnify, defend and hold harmless the Region of Waterloo, and each of our agents, employees, directors, successors, and assigns (collectively, the "**Releasees**") from any loss, liability, claim, demand, damage or expense asserted by any entity relating in any way to your use of the Site, User Content, and/or breach of these Terms.

4. Intellectual Property Rights

The Site consists of various graphics, texts, icons and buttons that have been provided by the Region of Waterloo and/or other entities under our direction. All such content is owned by the Region of Waterloo and/or the applicable third party entity. For greater certainty, the Region of Waterloo and applicable third party entities hold all right, title, and interest in and to any and all content provided by such parties for the Site, including, without limitation, all such information in text, graphical, video and audio formats, images, icons, designs, trade-marks, brand names and software (collectively, the "**Site Content**").

The Site Content is protected by all copyright, trade-mark, and other applicable intellectual property laws. Your use of the Site does not grant or transfer to you any ownership or other rights in the Site Content, and except as expressly provided, nothing herein or within the Site shall be construed as conferring on you or any other person any license under any of the Region of Waterloo's or any third party's intellectual property rights, including, without limitation, any right to download, display, reproduce, distribute, modify, edit, alter or enhance any of the Site Content in any manner whatsoever.

Any rights not expressly granted to you in these Terms are expressly reserved by the Region of Waterloo. Users of this Site shall be entitled to copy and use Site Content contained within this Site only for their own personal, educational or non-commercial use, but may not republish or reproduce any such Site Content in any other manner without the prior written consent of the Region of Waterloo.

5. Disclaimer and Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, ANY SITE CONTENT, AND ALL INFORMATION, DELIVERED TO YOU THROUGH SITE ARE (EXCEPT AS EXPRESSLY STATED BY US) PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, AND WITHOUT ANY REPRESENTATION, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, NON-INFRINGEMENT OR THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, WHICH ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE RELEASEES MAKE NO REPRESENTATION OR WARRANTY THAT: (I) THE SITE WILL BE COMPATIBLE WITH YOUR COMPUTER AND SOFTWARE; (II) THE SITE WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR ERROR; (III) THE USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, THE BROWSING AND DOWNLOADING OF ANY INFORMATION, WILL BE FREE OF ANY VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE, INTRUSIVE OR DISRUPTIVE COMPONENTS; (IV) THE TRANSMISSION OF INFORMATION TO AND FROM THE SITE WILL BE SECURE; (V) THE USE OF THE SITE WILL NOT INFRINGE THE RIGHTS (INCLUDING, WITHOUT LIMITATION, INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; (VI) THE USE OF THE SITE WILL NOT CAUSE ANY DAMAGE TO YOUR COMPUTER SYSTEMS, SOFTWARE OR ELECTRONIC FILES; (VII) YOUR USE OF OUR SITE, OR THE SITE CONTENT WILL BE UNINTERRUPTED, COMPLETE, VALID, SUITABLE, TIMELY, SECURE OR ERROR-FREE OR MEET YOUR EXPECTATIONS OR REQUIREMENTS IN ANY WAY; (VIII) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE, BENEFICIAL OR RELIABLE; (IX) ANY DEFECTS OR ERRORS IN THE SITE OR THE SITE CONTENT WILL BE CORRECTED OR THAT THE SITE OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

COMMENTS OR OPINIONS EXPRESSED ON THE SITE ARE THOSE OF THEIR RESPECTIVE SITE USERS ONLY. THE VIEWS EXPRESSED ON THE SITE AND IN USER CONTENT DO NOT NECESSARILY REPRESENT OR REFLECT THE VIEWS OF THE REGION OF WATERLOO. THE RELEASEES ARE NOT RESPONSIBLE FOR, AND DISCLAIM ALL LIABILITY IN RELATION TO, THE USER CONTENT POSTED, UPLOADED OR OTHERWISE SUBMITTED TO OR THROUGH THE SITE.

THE RELEASEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES WHATSOEVER ARISING FROM, CONNECTED WITH, OR RELATING TO THE SITE OR THE SITE CONTENT. THE RELEASEES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURY, CLAIM, DELAY, DAMAGE, LOSS, EXPENSE OR INCONVENIENCE OR ANY DIRECT, INDIRECT, INCIDENTAL OR EXEMPLARY OR PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FROM YOU OR ANY OTHER PERSON ARISING FROM USE OF THE SITE, OR ANY SITE CONTENT, WHETHER OR NOT WE HAD ANY KNOWLEDGE, CONSTRUCTIVE OR ACTUAL, THAT YOU MIGHT INCUR SUCH DAMAGES.

THE REGION PROVIDES EMERGENCY ALERTS THROUGH OUR ALERT WATERLOO REGION SYSTEM. ADVANCED NOTIFICATIONS MAY NOT BE POSSIBLE FOR SPORADIC EMERGENCIES THAT COME WITHOUT WARNING. DUE TO THE EMERGENCY, PHONE SYSTEMS INCLUDING LAND LINE AND CELL SERVICE MAY BE INUNDATED WITH CALLS AND YOUR PROVIDER MAY NOT BE ABLE TO DELIVER THE MESSAGE. WE DO NOT ASSUME LEGAL RESPONSIBILITY FOR TECHNICAL DIFFICULTIES THAT MAY RESULT IN NOTIFICATION FAILURES, OR FOR YOUR FAILURE TO RECEIVE ANY EMERGENCY NOTIFICATION. IN ADDITION, WE ARE NOT RESPONSIBLE IF THE CONTACT INFORMATION WE HAVE FOR YOU IS OUTDATED OR

INACCURATE. WE COLLECT INFORMATION FOR THIS SYSTEM FROM A VARIETY OF SOURCES, INCLUDING COMPANIES PROVIDING HYDRO SERVICES WITHIN THE REGION OF WATERLOO. IF YOU WOULD LIKE TO ENSURE WE HAVE THE CORRECT CONTACT INFORMATION FOR YOU, PLEASE UPDATE YOUR INFORMATION USING OUR ALERT WATERLOO SUBSCRIPTION PAGE AT www.alertwr.ca/subscribe.

6. Governing Law and Jurisdiction

These Terms and your use of the Site shall be governed by the laws of the Province of Ontario, and you irrevocably attorn to the exclusive jurisdiction of the courts of the Province Ontario, within the Region of Waterloo, in relation to all disputes arising from or related to these Terms, your use of the Site and/or Services and any related matters.

7. Links

This Site may contain links to websites that are independently owned and operated by third parties. These other websites may have their own privacy policies and terms and conditions that are not governed by these Terms. We are not responsible for the privacy practices or the content of any website(s) owned and operated by any such third parties. Any links from this Site to other websites, or references to products, services or publications other than those of the Region of Waterloo, do not imply the endorsement or approval of such websites, products, services or publications by the Region.

8. General

Assignment: The Region may assign these Terms at any time without further consent or notice. You may not assign, convey, subcontract or delegate the obligations or benefits of these Terms to any other party.

Severability: The invalidity of any term or terms of these Terms shall not affect any other provision of these terms, which shall remain in full force and effect.

Language: It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

Termination: The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms for all purposes. These Terms are effective unless and until terminated by us.

No waiver: No waiver of any breach of these Terms shall operate as a waiver of any subsequent breach or the breach of any other provision of these Terms. No provision of these Terms shall be deemed to be waived, and no breach excused, unless such waiver or the consent excusing the breach is in writing and signed by us.

Entire Agreement: These Terms and any policies or operating rules posted by us on this Site constitute the entire agreement and understanding between you and us and govern your use of the Site, and supersedes any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms). Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

Successors and Assigns: The Terms are binding upon your, your heirs, executors, beneficiaries, successors and assigns.

Headings: The headings used in the Terms are included for convenience only and will not limit or otherwise affect these Terms.