

Seeking Community.ca: Terms and Conditions

Acceptance of Terms

Tamarack: An Institute for Community Engagement (Tamarack) owns and operates this Web site (the Web site). This Terms of Use Agreement (this Agreement) states the terms and conditions under which you may access and use the Web site. By accessing and using the Web site you are indicating your acceptance to be bound by the terms and conditions of this Agreement. If you do not accept these terms and conditions, you must not access or use the Web site. IF YOU ARE DISSATISFIED WITH THE TERMS, CONDITIONS, RULES, POLICIES, GUIDELINES OR PRACTICES OF THE Tamarack OPERATING WEB SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING IT. Note: Tamarack may revise this Agreement at any time by updating this posting. Use of the Web site after such changes are posted will signify your agreement to these revised terms. You should visit this page periodically to review this Agreement.

Security

Please note that information sent or received over the Internet is generally unsecure and Tamarack cannot and does not make any representation or warranty concerning security of any communication to or from the Web site or any representation or warranty regarding the interception by third parties of personal or other information.

Linking

The Web site contains links to third-party web sites. These links are provided solely as a convenience to you and not as an endorsement by Tamarack of the contents of such third-party web sites. Tamarack is not responsible for the content of any third-party web site, nor does it make any representation or warranty of any kind regarding any third-party web site including, without limitation (i) any representation or warranty regarding the legality, accuracy, reliability, completeness, timeliness, suitability of any content on any third-party web site; (ii) any representation or warranty regarding the merchantability or fitness for a particular purpose of any material, content, software, goods or services located at or made available through such third-party web sites; or (iii) any representation or warranty that the operation of the third-party web sites will be uninterrupted or error free, that defects or errors in such third-party websites will be corrected or that such third-party websites will be free from viruses or other harmful components.

Ownership

All materials displayed or otherwise accessible through the Web site, including, without limitation, news articles, text, photographs, images, illustrations, audio clips, video clips, computer software and code (collectively, the Content) are protected under Canadian and foreign copyright or other laws, and are owned by Tamarack: An Institute for Community Engagement (Tamarack), its licensors or the party accredited as the provider of the Content. In addition, the Web site is protected under copyright law as a collective work and/or compilation pursuant to Canadian and foreign laws. You shall abide by all additional copyright notices, information and restrictions on or contained in any of the Content accessed through the Web site. ANY USE, REPRODUCTION, ALTERATION, MODIFICATION, PUBLIC PERFORMANCE OR DISPLAY, UPLOADING OR POSTING ONTO THE INTERNET, TRANSMISSION, REDISTRIBUTION OR OTHER EXPLOITATION OF THE WEBSITE OR OF ANY CONTENT, WHETHER IN WHOLE OR IN PART, OTHER THAN EXPRESSLY SET OUT HEREIN, IS PROHIBITED WITHOUT THE EXPRESS WRITTEN PERMISSION OF Tamarack.

Limitation of Liability

SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL Tamarack: An Institute for Community Engagement (Tamarack), ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGES IN THE NATURE OF OR RELATING TO LOST BUSINESS, LOST SAVINGS, LOST DATA AND/OR LOST PROFITS, REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THE FOREGOING LIMITATION SHALL APPLY EVEN IF Tamarack KNEW OF OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL Tamarack, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, BE LIABLE FOR DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEEDING ONE HUNDRED CANADIAN DOLLARS (C\$100) EVEN IF Tamarack HAS BEEN ADVISED OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL Tamarack, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM THE FAILURE OF Tamarack OR YOUR FAILURE TO PROTECT YOUR PASSWORD OR ACCOUNT INFORMATION.

Tamarack: An Institute for Community Engagement (Tamarack) EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS OR CONDUCT OF ANY THIRD-PARTY USER OF THE WEB SITE OR ANY ADVERTISER OR SPONSOR OF THE WEBSITE (COLLECTIVELY, THIRD-PARTY USER). UNDER NO CIRCUMSTANCES SHALL Tamarack AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS LICENSORS, BE LIABLE FOR ANY INJURY, LOSS, DAMAGE (INCLUDING SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE ARISING IN ANY MANNER WHATSOEVER FROM (I) THE ACTS, OMISSIONS OR CONDUCT OF ANY THIRD-PARTY USER; AND (II) ANY USE OR INABILITY TO USE ANY MATERIALS, SOFTWARE, CONTENT, GOODS OR SERVICES LOCATED AT OR MADE AVAILABLE AT ANY WEB SITE LINKED TO OR FROM THE WEB SITE.

IF YOU DECIDE TO ACCESS OR USE ANY LINKED WEB SITE OR CONTENT, MATERIALS, SOFTWARE, GOODS OR SERVICES FROM A WEB SITE LINKED TO THE WEB SITE, YOU DO SO ENTIRELY AT YOUR OWN RISK.

YOU HEREBY RELEASE Tamarack AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FROM ANY DAMAGES THAT YOU INCUR, AND AGREE NOT TO ASSERT ANY CLAIMS AGAINST THEM, ARISING FROM YOUR PURCHASE OR USE OF ANY PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE WEB SITE OR BY THIRD PARTIES THROUGH THE WEB SITE.