

Terms of Use of DATAOnline – DATAGroup.ca

A) General Terms of Use of the Website

1. Website Use

This website (the “Site”) is owned by The DATA Group Limited Partnership, by its general partner, DATA Business Forms Limited (“DATA”). If you access this Site to use it, you consent to be bound by the following terms (the “Terms”) and to comply with them. If you do not accept these Terms, do not use the Site. All of the content on this Site, including, without limitation, all software, text, data, material, information, icons, phrases, sound, programming, visual images, graphics, site design and the selection, organization, functionality, performance and arrangement of the foregoing (collectively, the “Content”) may be modified at any time without prior notice. Changes can be made to the Terms at any time without prior notice by a simple update to the Terms. DATA reserves the right, in its sole discretion, to restrict, suspend or terminate your access to all or any part of this Site at any time for any reason without prior notice to you and without any liability to you for doing so. DATA reserves the right to refuse service to any website visitor. The Content and services provided on this Site are only available to individuals who can form legally binding contracts. **You must be at least 18 years of age to request and receive services from this Site. If you do not qualify, please do not use or communicate with this Site.** You agree to periodically consult the Terms and by continuing to access the Site or to use it, you accept any changes thereto.

2. Exclusion of Warranties

We follow industry standard security protocols aimed at protecting your information and transactions. Nevertheless, DATA cannot warrant that the Site will be available and able to respond to your needs, that access will not be interrupted, that there will be no delay, no breakdown, error or omission or loss in the transmission of information, that the Site is completely secured against viruses and other contaminating or destructive elements or that no damage will not be caused to your computer system. You are solely responsible to ensure the protection and adequate back up of your data or of your equipment and to take reasonable and appropriate precautions in regards to computer viruses or other destructive elements. DATA offers the Site and the Content “as is, as available” without warranties, representations or conditions of any kind, declaration or provision whatsoever, and in particular, warranties and conditions of merchantability, functionality, non-infringement of third parties' rights, currentness, title, utility, completeness, exactness, viability and suitability of the Content for a particular purpose, and implied warranties and conditions arising from the course of dealing, usage, trade or performance. You expressly agree that the entire risk as to the use, quality and performance of the functions on this Site and the accuracy or completeness of the Content on the Site is assumed solely by you.

3. Limitation of Liability Clause

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL DATA AND ITS OFFICERS, DIRECTORS, OWNERS, AGENTS, EMPLOYEES, REPRESENTATIVES AND LICENSORS (COLLECTIVELY, THE “DATA PARTIES”) BE LIABLE FOR ANY DAMAGES WHATSOEVER, EITHER DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSECUTIVE RELATING TO THE USE OF THE SITE, THE INABILITY TO USE THE SITE OR THE CONTENT IT CONTAINS, OR FOLLOWING FROM THE USE OF PRODUCTS OR SERVICES OF ANY KIND, OR THE INABILITY TO USE THEM, FROM DELAYS OF OR PARTIAL DELIVERY, FROM TERMINATION OF RIGHTS OR LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, WHETHER ON A CONTRACTUAL OR EXTRA CONTRACTUAL BASIS, AND THE DATA PARTIES WILL NOT BE LIABLE TO PROVIDE INDEMNIFICATION OR

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4. Indemnity

You agree to indemnify, defend and hold harmless the DATA Parties from and against any and all claims, demands, actions, liability, losses, costs and expenses (including legal fees) arising from or related to: (i) any use or alleged use of this Site under your user name or password by any other person, whether or not authorized by you, (ii) your breach of these Terms, or (iii) your violation of any law or the rights of a third party arising out of your use of this Site. DATA reserves the right to assume the exclusive defense and control of any claims, demands and actions arising in connection with this indemnity and you agree to cooperate with DATA's defense of these claims, demands and actions.

5. Information Provided Electronically

You acknowledge that information or material which you provide electronically by accessing or using the Site is neither confidential nor exclusive, except as required by applicable laws, and that unprotected communications by e-mail through the Internet are not confidential, may be intercepted or lost, or be subject to certain alterations. DATA is not responsible, to you or to anyone, for damages caused in the course of the transmission of information by electronic means to DATA, or that DATA sends you at your request.

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7. Damage to Others

You agree not to introduce into or through this Site any information or materials which may be harmful to others. Among other things, you agree not to include, knowingly or otherwise, any error or defect in material or information which may, among other things, be a libel, slander, defamation or obscenity, or promote hatred or otherwise give rise to a criminal offence or civil liability on the part of any person or entity.

8. Governing Law and Jurisdiction

This Site shall be governed by the laws of Ontario and the applicable laws of Canada without reference to principles of conflict of laws. You agree to submit to the exclusive jurisdiction of the courts of the

Province of Ontario in connection with the interpretation or application of these Terms, as well as for the final settlement of or ruling in any lawsuit, action or proceeding arising from or in connection with the use of the Site. DATA makes no representation that materials on the Site are appropriate or available for use in any particular location, nor as to the conformity of the Site and the Content with the law in the territories from which the Site is accessible. Those who choose to access this Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

9. Privacy

During your use of this Site, you may voluntarily submit personal information to DATA. We are committed to ensuring responsible practices in the collection, use and disclosure of your personal information in accordance with applicable law. Please click here to review DATA's Privacy Policy http://www.datagroup.ca/eng/priv_policy.html (the "Privacy Policy"). BY SUBMITTING PERSONAL INFORMATION TO DATA OR ITS SERVICE PROVIDERS AND AGENTS, YOU AGREE TO OUR COLLECTION, USE AND DISCLOSURE OF SUCH PERSONAL INFORMATION FOR THE PURPOSE(S) PROVIDED, AS DESCRIBED IN AND IN ACCORDANCE WITH OUR PRIVACY POLICY, AND AS PERMITTED AND REQUIRED BY LAW. To the extent you provide us with personal information of another individual, you represent that you have the authority and/or have obtained all necessary consents from such individual to enable us to collect, use and disclose such information for the purpose(s) provided, and for the purposes set out in our Privacy Policy. If you do not agree with the Privacy Policy, please do not provide DATA with any personal information. The terms and conditions of the Privacy Policy are incorporated by reference into and form part of these Terms.

10. Intellectual Property

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12. Reserve of Rights

All rights not expressly granted in these Terms are reserved to DATA. Without limiting the generality of the foregoing, nothing contained in these Terms shall be construed as conferring by implication or otherwise any license or right under any copyright, patent, trade-mark or other intellectual property right of DATA or any other person or entity.

13. Survival of Obligations

These Terms apply while you access the Site and remain in force thereafter, subject to DATA's right to modify or otherwise update the Terms of use of this Site from time to time. If you no longer have access to this Site, the terms of the clauses entitled "Exclusion of Warranties", "Limitation of Liability Clause", "Information Provided Electronically", "Indemnity", "Intellectual Property" and "Restrictions on Use" shall remain in force.

14. Registration

To be able to place an order on the Site, you/your company must open an account on the Site which will have an associated user name and password. Keep them confidential because you will be held responsible in the case of fraudulent use of them. Do not allow anybody to use your account and do not give your password to anybody. You may not use or attempt to use another's account, password, service, system or other information that may be provided on this Site, nor allow others to use your account, password, service, or system, without prior written authorization from DATA, or create or use a false identity on this Site. You may not, nor may you allow others to attempt to obtain unauthorized access to this Site or portions of this Site which are restricted from general access.

15. Products and Services

All products and services offered by DATA on the Site, as well as their use, are subject to the terms and conditions of all conventions or contracts governing their use.

16. Orders Products and Services

All orders of products and services offered by DATA on the Site, including, but not limited to, modes of payment, prices, availability of products, delivery and return of products, are subject to the provisions of applicable agreements in force between you and DATA.