



# **TERMS OF USE – MindReader™ Platform BC Chamber of Commerce**

## **1. Introduction.**

These Website Standard Terms And Conditions (these “Terms” or these “Website Standard Terms And Conditions”) contained herein on this webpage, shall govern your use of this website, including all pages within this website (collectively referred to herein below as this “Website”). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms And Conditions.

This Website is not for use by any minors (defined as those who are not at least 18 years of age), and you must not use this Website if you a minor.

## **2. Intellectual Property Rights.**

Other than content you own, which you may have opted to include on this Website, under these Terms, BC Chamber of Commerce and/or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved.

You are granted a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on this Website.

## **3. Trade-Marks.**

MindReader™ is a trademark of BC Chamber of Commerce. All other companies and products used on this Site are trademarks or registered trademarks of their respective holders.

## **4. Engaging online on a BC Chamber of Commerce site.**

You are individually responsible for the contents of your comments. We want all our users to be able to express their opinions freely and enter into informed and productive discussion. While we want this to be an open and honest forum, we all want posts to be courteous, to stay on topic and not cause



intimidation or offence; therefore, we reserve the right to delete posts that may contain any of the following:

- Violet, obscene, profane, hateful or racist posts, links or images
- Comments that threaten or defame any person or organization
- Comments that are unrelated to the topic of the page or posts
  
- Solicitation, advertisements, or endorsements of any financial, commercial or not-for-profit organizations
- Comments promoting or opposing any person campaigning for election to a political office
- Comments that suggest or encourage illegal activity or posting of material that violates copyrights or trademarks of others
- Repetitive posts copied and pasted or duplicated by single or multiple users

If repeated posts of the above nature are made by any individual, we retain the right to block that person from further activity on our page. By posting on this site, you agree to these terms and conditions.

#### **5. No endorsement.**

The BC Chamber of Commerce does not endorse any products or services that may be referred to in, or linked to, this Web site, nor does the BC Chamber of Commerce verify or take responsibility for the accuracy, currency, completeness or quality of the content contained at these sites.

#### **6. Restrictions.**

You are expressly and emphatically restricted from all of the following:

1. publishing any Website material in any media;
2. selling, sublicensing and/or otherwise commercializing any Website material;
3. publicly performing and/or showing any Website material;
4. using this Website in any way that is, or may be, damaging to this Website;
5. using this Website in any way that impacts user access to this Website;
6. using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;



7. engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
8. using this Website to engage in any advertising or marketing;

Certain areas of this Website are restricted from access by you and The BC Chamber of Commerce may further restrict access by you to any areas of this Website, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality of such information.

#### **7. Your Content.**

Although BC Chamber of Commerce owns the material shared through or posted on the MindReader™ platform, sharing will exclude any personal identifier unless they have the explicit permission from the member.

In these Website Standard Terms And Conditions, “Your Content” shall mean any audio, video, text, images or other material you choose to display on this Website. With respect to Your Content, by displaying it, you grant The BC Chamber of Commerce a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your Content must be your own and must not be infringing on any third party’s rights. The BC Chamber of Commerce reserves the right to remove any of Your Content from this Website at any time, and for any reason, without notice.

#### **8. No warranties.**

This Website is provided “as is,” with all faults, and The BC Chamber of Commerce makes no express or implied representations or warranties, of any kind related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you.

#### **9. Limitation of liability.**

In no event shall The BC Chamber of Commerce, nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise, and The BC Chamber of Commerce, including its officers, directors and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

#### **10. Indemnification.**



You hereby indemnify to the fullest extent The BC Chamber of Commerce from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

#### **11. Severability.**

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

#### **12. Variation of Terms.**

The BC Chamber of Commerce is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of this Website.

#### **13. Assignment.**

The BC Chamber of Commerce shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

#### **14. Entire Agreement.**

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between The BC Chamber of Commerce and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

#### **15. Governing Law & Jurisdiction.**

These Terms will be governed by and construed in accordance with the laws of the State of British Columbia, and you submit to the non-exclusive jurisdiction of the state and federal courts located in British Columbia for the resolution of any disputes.

#### **16. Privacy**

The BC Chamber of Commerce recognizes that the privacy and confidentiality of an individual's personal and business information is important. BC Chamber of Commerce has developed a [Web Privacy Code](#) that outlines how the Chamber obtains, retains, and uses personal information obtained through this Web site.

This website may contain links to other websites. The BC Chamber of Commerce is not responsible for the privacy practices of such websites.