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These Terms of Use include important disclaimers and limitations on liability and should be reviewed carefully. Each time you access and/or use the Site, you acknowledge and agree that you have read, understood, and agree to be bound by these Terms of Use. If you do not agree with these Terms of Use, you may not access or use any aspect of the Site.

### **Section 1 Ownership.**

You acquire no rights or licenses to the Site other than the limited right to use the Site in accordance with these Terms of Use. You acknowledge and agree that all content and materials made available through or in connection with the Site are protected by either our rights, or the rights of our licensors or other third parties, of copyright, trademarks, service marks, patents, or other proprietary rights and laws. You may not use any of the marks, logos, domains and/or trademarks that you may find on or in connection with the Site unless you have our written permission. You may use the content and materials made available in connection with the Site in the course of your normal, personal, non-commercial use in accordance with these Terms of Use. If you download or print a copy of any content and/or materials for your personal use, you must retain all copyright and other proprietary notices contained on such content. All rights not expressly granted herein are reserved.

### **Section 2 Use of the Site.**

Except as expressly provided in these Terms of Use, any reproduction, retransmission, distribution, sales, republication, modification, translation of or creation of derivative works based on the Site, in whole or in part, and/or any decompilation, disassembly, reverse engineering, hacking or other exploitation of the Site is strictly prohibited.

You may not, at any time, whether directly or indirectly:

- bypass or breach, or attempt to bypass or breach, any security device or protection used in connection with the Site;
- interfere with or disrupt the security, integrity, or performance of all or part of the Site;
- input, upload, transmit, or otherwise provide to or through the Site any information, data, or other materials that may permit unauthorized access to, or destroy, disrupt, disable, distort, or otherwise harm or impede all or part of the Site;
- prevent anyone from accessing or using the Site, including by introducing any virus, bug, Trojan horse, worm, backdoor, malware or other malicious computer code;
- access or use the Site in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable law;
- frame the Site or any part thereof on any commercial or non-commercial internet website; or
- use the Site in any manner that is, in Van Elle’s sole discretion, abusive, offensive, inappropriate, or likely or intended to cause harm to any person.

### **Section 3 Disclaimers.**

Van Elle makes no representations and/or warranties that the information presented on the Site (including, for greater certainty, any forms, schedules, or other resources provided on the Site) is current, up-to-date, or accurate and Van Elle shall assume no liability for any financial loss that may occur as a result of Site usage. The materials contained on the Site are provided for general information purposes only, do not constitute legal or other professional advice, and shall not be relied upon as such. To the greatest extent permitted under applicable law, Van Elle shall have no liability for any damages, losses or liabilities incurred as a result of the information posted on the Site.

We aim to update the Site regularly and may change content provided on the Site at any time. If the need arises, we may suspend access to the Site, or close it indefinitely. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material.

THE SITE IS PROVIDED ON AN “**AS IS**” AND “**AS AVAILABLE**” BASIS. VAN ELLE, ITS AFFILIATES AND LICENSORS GIVE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE USE OF THE SITE (INCLUDING WITHOUT LIMITATION THE FUNCTIONALITY THEREON) INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS AS TO UNINTERRUPTED OR ERROR FREE OPERATION, QUALITY, ACCURACY, RELIABILITY, COMPLETENESS, SUITABILITY, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, OR FITNESS FOR PURPOSE. TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, ALL SUCH REPRESENTATIONS, WARRANTIES AND CONDITIONS ARE HEREBY DISCLAIMED.

**Section 4 Limitation of Liability.**

TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT NONE OF VAN ELLE, ITS AFFILIATES AND/OR LICENSORS WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE SITE (INCLUDING WITHOUT LIMITATION ANY CONTENT OR FUNCTIONALITY THEREON).

**Section 5 Indemnity.**

To the greatest extent permitted under applicable law, you will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any and all claims, liabilities, losses, damages, expenses and costs (including, but not limited to, reasonable legal fees) caused by or arising from (i) your access to, or use of, the Site; (ii) your violation of these Terms of Use; (iii) any breach by you of applicable laws; and (iv) your infringement of any intellectual property or other right of any third party.

**Section 6 Terminating the Site.**

You acknowledge and agree that we may terminate your access to, and use of, the Site (a) if you breach (or we reasonably believe you have breached) these Terms of Use; (b) if required by applicable law; or (c) if we discontinue the provision of the Site to our customers, generally. You acknowledge and agree that we will not be liable to you or any third party for any costs or damages of any kind for, or resulting from, any termination of your access to the Site.

**Section 7 Personal Information.**

In connection with your access to and use of the Site, we may collect personal information from you. We collect, use, and disclose personal information in accordance with our Privacy Policy.

**Section 8 Feedback**

In connection with your use of the Site, you may choose to provide us with information or materials such as feedback, questions, comments, suggestions, or the like (collectively, "**Feedback**"). Such Feedback shall be the exclusive property of Van Elle, and you unconditionally waive and assign to Van Elle all moral rights that you may now have or have in the future relating to such Feedback.

**Section 9 Miscellaneous**

**Section 10 Entire Agreement.** These Terms of Use constitute the entire agreement between you and Van Elle with respect to the subject matter hereof.

**Section 11 Governing Law.** These Terms of Use shall be governed by, construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, excluding their rules governing conflicts of laws. Both parties hereby expressly and irrevocably attorn to the exclusive jurisdiction of the courts of competent jurisdiction sitting in Toronto, Ontario, or in such other jurisdiction as Van Elle may enforce its rights.

**Section 12 Severability.** To the extent any provision of these Terms of Use, including without limitation any disclaimers set forth herein, are deemed to be unenforceable as a matter of law, all remaining provisions of these Terms of Use shall remain in effect as written.

**Section 13 No Waiver.** Van Elle shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by an authorized representative of Van Elle. No delay or omission on the part of Van Elle in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies.

**Section 14 Modifications.** Van Elle reserves the right to make any changes to the Site, its content and/or services offered through the Site at any time and without notice. Van Elle may modify these Terms of Use (in whole or in part) at any time in accordance with applicable law.

**Section 15 Third party links.** The Site may provide links to third party sites or resources. You acknowledge and agree that we are not responsible for the availability of such sites and/or resources and are not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. Such third parties have their own terms of use and other applicable policies. You should check such terms and policies before you utilize such third party sites and/or resources.