



USER AGREEMENT

Questions about this User Agreement? Just Ask! We're happy to help.

PLEASE READ THIS USER AGREEMENT AND THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE. Your use of this site is expressly conditioned on your acceptance of the following terms and conditions. By using this site, you signify your assent to these terms and conditions. If you do not agree with any part of the following terms and conditions, you must not use this site.

Welcome to NLCC #24 Chambly website (the "Website"). This Website is provided solely to assist cadets and parents to find information on activities associated with local branch #24 Chambly in Barrie Ontario Canada. The terms "we", "us", "our", and NLCC #24 Chambly and/or Navy League of Canada refer to the website located at <http://www.barrienvyleague.com>. This Website is operated by ABBD Enterprise, the webmaster with the direction of the President of the Navy League Barrie Ontario Division.

This Website is offered to you conditioned upon your acceptance without modification of all the terms, conditions, and notices set forth below (collectively, the "Agreement"). By accessing or using this Website in any manner, you agree to be bound by the Agreement. Please read the Agreement carefully. If you do not accept all of these terms and conditions, please do not use this Website. Be sure to return to this page periodically to review the most current version of the Agreement. We reserve the right at any time, at our sole discretion, to change or otherwise modify the Agreement without prior notice, and your continued access or use of this Website signifies your acceptance of the updated or modified Agreement.

USE OF THE WEBSITE

As a condition of your use of this Website, you warrant that (i) you possess the legal authority to create a binding legal obligation, (ii) you will use this Website in accordance with this Agreement, (iii) you will only use this Website to find legitimate information for you or for another person for whom you are legally authorized to act, and (iv) all information supplied by you on this Website is true, accurate, current and complete. We retain the right at our sole discretion to deny access to anyone to this Website and, at any time and for any reason, including, but not limited to, for violation of this Agreement.

1. OWNERSHIP. This site, and each of its modules, together with the arrangement and compilation of the content found on this site, is the copyrighted property of NLCC #24 Chambly and/or its various third party providers and/or distributors. Nothing contained on this site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Trademarks without the written permission of NLCC #24 Chambly, or such other party that may own the Trademarks.

2. USE OF SITE. NLCC #24 Chambly grants you a limited, non-transferable license to use this site in accordance with the terms and conditions of this User Agreement. You may only use this site to find legitimate information about the local corp and shall not use this site for any other purposes, including without limitation, to make any speculative, false or fraudulent accusations. This site and the content provided in this site, including the text, graphics, button icons, audio and video clips, digital downloads, data compilations and software, may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed without the written permission of NLCC #24 Chambly, and/or its third party providers and/or distributors, except that you may download, display and print the materials presented on this site for your personal, non-commercial use only. You may not use any "robot," "spider" or other automatic device, or a program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web pages, data or content found on this site, in any case without the prior written permission of NLCC #24 Chambly. You agree that you will not transmit or otherwise transfer any Web pages, data or content found on this site to any other computer, server, Web site, or other medium for mass distribution or for use in any commercial enterprise. Cadets/Parents may print the desire itinerary and/or Routine Orders and/or information found in the News & Events Page without written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of this site. You agree that you will not take any action that imposes a burden or load on our infrastructure that NLCC #24 Chambly deems in its sole discretion to be unreasonable or disproportionate to the benefits NLCC #24 Chambly obtains from your use of the site. Unauthorized use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other

laws. You must retain all copyright and trademark notices, including any other proprietary notices, contained in the materials, and you must not alter, obscure or obliterate any of such notices. The use of such materials on any other Web site or in any environment of networked computers is prohibited. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. In addition, you are prohibited from posting or transmitting any information which (a) infringes the rights of others or violates their privacy or publicity rights, (b) is protected by copyright, trademark or other proprietary right, unless with the express written permission of the owner of such right, (c) contains a virus, bug or other harmful item, or (d) is used to unlawfully collude against another person in restraint of trade or competition. You shall be solely liable for any damages resulting from any infringement of copyright, trademark, or other proprietary right, or any other harm resulting from your use of this site.

3. AGE AND RESPONSIBILITY. If you use this site, you are responsible for maintaining the confidentiality of your account information and your password if any is allocated to you. You agree to accept responsibility for all activities that occur under your account or password. You represent that you are of sufficient age to use this site or have a parent/guardian agree and to create binding legal obligations by you or your legal guardians for any liability you may incur as a result of the use of this site. You understand that you are financially responsible for all uses of this site by you and those using your login information.

4. PRIVACY. You have read the Privacy Policy, the terms of which are incorporated herein, and agree that the terms of such policy are reasonable. You consent to the use of your personal information by NLCC #24 Chambly and/or its third party providers and distributors in accordance with the terms of and for the purposes set forth in the NLCC #24 Chambly Privacy Policy.

5. REVIEW OF TRANSMISSIONS. NLCC #24 Chambly may, from time to time monitor and review any information transmitted or received through this site and reserves the right to censor, edit, remove or prohibit the transmission or receipt of any information that NLCC #24 Chambly deems inappropriate or in violation of these terms and conditions. During monitoring, the information may be examined, recorded or copied, and your use of this site constitutes your consent to such monitoring and review. You agree that if you submit suggestions, ideas, comments or questions or post any other information on this site, you grant NLCC #24 Chambly representative(s) and its affiliates a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licenseable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such content in any form, media or technology. NLCC #24 Chambly takes no responsibility and assumes no liability for any content posted or submitted by you.

6. EXCLUSION OF WARRANTY. NLCC #24 CHAMBLY/ABBD ENTERPRISE AND ANY THIRD PARTY PROVIDERS AND DISTRIBUTORS MAKE NO WARRANTY OF ANY KIND REGARDING THIS SITE AND/OR ANY MATERIALS PROVIDED ON THIS SITE, ALL OF WHICH ARE PROVIDED ON AN "AS IS" BASIS. NLCC #24 CHAMBLY/ABBD ENTERPRISE AND ANY THIRD PARTY PROVIDERS AND DISTRIBUTORS DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF ANY OF THE CONTENT OR DATA FOUND ON THIS SITE AND SUCH PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. NEITHER NLCC #24 CHAMBLY/ABBD ENTERPRISE NOR ANY THIRD PARTY PROVIDERS OR DISTRIBUTORS WARRANT THAT THIS SITE, ITS SERVERS OR ANY E-MAIL SENT FROM NLCC #24 CHAMBLY/ABBD ENTERPRISE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SOME PROVINCES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS WHICH VARY FROM PROVINCE TO PROVINCE.

7. LIMITATION OF LIABILITY. NLCC #24 CHAMBLY/ABBD ENTERPRISE ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THIS SITE OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO OR AUDIO FROM THE SITE. IN NO EVENT SHALL NLCC #24 CHAMBLY/ABBD ENTERPRISE OR ANY THIRD PARTY PROVIDERS OR DISTRIBUTORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH (I) ANY USE OF THIS SITE OR CONTENT FOUND HEREIN, (II) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO THE USE OF OR INABILITY TO USE ANY COMPONENT OF THIS SITE FOR RESERVATIONS OR TICKETING), OR (III) THE PERFORMANCE OR NON PERFORMANCE BY NLCC #24 CHAMBLY/ABBD ENTERPRISE OR ANY THIRD PARTY PROVIDERS OR DISTRIBUTORS, INCLUDING, BUT NOT LIMITED TO, NON PERFORMANCE RESULTING FROM BANKRUPTCY, REORGANIZATION, INSOLVENCY, DISSOLUTION OR LIQUIDATION EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES TO SUCH PARTIES OR ANY OTHER PARTY.

If, notwithstanding the foregoing, NLCC #24 Chambly/ABBD Enterprise or any third party provider or distributor should be found liable for any loss or damage which arises out of or is in any way connected with any of the above described functions or uses of this site or its content, the liability of NLCC #24 Chambly /ABBD Enterprise and the third party providers and distributors shall in no event exceed, in the aggregate, the greater of (a) the subscription fee and service charge for accessing this site, or (b) CDN \$100.00. In its sole discretion, in addition to any other rights or remedies available to NLCC #24 Chambly /ABBD Enterprise and without any liability whatsoever, NLCC #24 Chambly /ABBD Enterprise at any time and without notice may terminate or restrict your access to any component of this site. Some provinces do not allow limitation of liability, so the foregoing limitation may not apply to you.

8. INDEMNIFICATION. You shall defend and indemnify NLCC #24 Chambly /ABBD Enterprise and any third party providers and distributors and their officers, directors, employees and agents from and against any claim, cause of action or demand, including without limitation reasonable legal and accounting fees, brought by or on your behalf in excess of the liability described herein or by third parties as a result of your use of this site.

9. LINKS. This site contains links to other Web sites which are provided solely as a convenience to you and not as an endorsement by NLCC #24 Chambly /ABBD Enterprise, its third party providers or distributors of the contents of such other Web sites. None of NLCC #24 Chambly /ABBD Enterprise or any third party provider or distributor shall be responsible for the content of any other Web sites and make no representation or warranty regarding any other Web sites or the contents or materials on such Web sites. If you decide to access other Web sites, you do so at your own risk.

10. RELATIONSHIP. The relationship between NLCC #24 Chambly /ABBD Enterprise and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other.

11. GOVERNING LAW. This Agreement and its performance shall be governed by the laws of the province of Ontario, Canada, without regard to its conflict of laws provisions. You consent and submit to the exclusive jurisdiction of the province and federal courts located in Ottawa, the province of Ontario, Canada, in all questions and controversies arising out of your use of this site and this Agreement. To the extent allowed by applicable law, any claim or cause of action arising from or relating to your access or use of this site must be brought within two (2) years from the date on which such claim or action arose or accrued.

12. ATTORNEY'S FEES. If NLCC #24 Chambly /ABBD Enterprise or its affiliates take any action to enforce this User Agreement and these terms and conditions, such parties will be entitled to recover from you, and you agree to pay, all reasonable and necessary attorney's fees and any cost of litigation, in addition to any other relief, at law or in equity, to which such parties may be entitled.

13. INJUNCTIVE RELIEF. You acknowledge that a violation or attempted violation of any of this User Agreement and these terms and conditions will cause such damage to NLCC #24 Chambly /ABBD Enterprise as will be irreparable, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that NLCC #24 Chambly /ABBD Enterprise shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining such violation or attempted violation of these terms and conditions by You, or Your affiliates, partners, or agents, as well as recover from You any and all costs and expenses sustained or incurred by NLCC #24 Chambly/ABBD Enterprise in obtaining such an injunction, including, without limitation, reasonable attorney's fees. You agree that no bond or other security shall be required in connection with such injunction.

14. TERMINATION. NLCC #24 Chambly /ABBD Enterprise may terminate this User Agreement and these terms and conditions and/or the provision of any of the services at any time for any reason, including any improper use of this site or your failure to comply with these terms and conditions. Such termination shall not effect any right to relief to which NLCC #24 Chambly /ABBD Enterprise and its third party providers and distributors may be entitled, at law or in equity. Upon termination of this User Agreement and these terms and conditions, all rights granted to you will terminate and revert to NLCC #24 Chambly /ABBD Enterprise and its third party providers or distributors, as applicable.

15. ASSIGNMENT. You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder.

16. MODIFICATION. NLCC #24 Chambly /ABBD Enterprise may at any time modify these terms and conditions and your continued use of this site will be conditioned upon the terms and conditions in force at the time of your use.

17. ADDITIONAL TERMS. Additional terms and conditions may apply to reservations, purchases of goods and services and other uses of portions of this site, and you agree to abide by such other terms and conditions.

18. SEVERABILITY. These terms and conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

19. HEADINGS. The headings used in this User Agreement are included for convenience only and will not limit or otherwise affect the terms and conditions herein.

20. ENTIRE AGREEMENT. This User Agreement, together with any terms and conditions herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this site.