

Women's Enterprise Organizations of Canada Terms & Conditions

YOUR ACCESS TO AND USE OF THE WOMEN'S ENTERPRISE ORGANIZATIONS OF CANADA ("WEOC") WEBSITE AND ONLINE MEMBER PORTAL IS SUBJECT TO LEGALLY BINDING TERMS AND CONDITIONS. CAREFULLY READ ALL OF THE FOLLOWING TERMS AND CONDITIONS BEFORE PROCEEDING. ACCESSING THIS WEBSITE, INCLUDING WITHOUT LIMITATION USING THE WEBSITE, CLICKING "I ACCEPT" OR BY LOGGING IN TO YOUR WEOC MEMBER PORTAL ACCOUNT, IS THE EQUIVALENT OF YOUR SIGNATURE AND INDICATES YOUR ACCEPTANCE OF THESE TERMS & CONDITIONS AND THAT YOU INTEND TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE WITH THESE TERMS & CONDITIONS, PLEASE EXIT THE WEBSITE IMMEDIATELY AND MAKE NO FURTHER USE OF YOUR WEOC ONLINE MEMBER PORTAL ACCOUNT.

These Terms & Conditions apply to your use of all of the sites, member portal and services (collectively, the "Site and Member Portal") owned or operated by WEOC, and affiliated companies, including companies controlled by WEOC (collectively "we", "us", or "our") . These Terms & Conditions do not apply to your use of unaffiliated sites to which the Site and Member Portal is subject to compliance with these Terms & Conditions. You acknowledge and agree that we may terminate your access to the Site and Member Portal should you fail to comply with these Terms & Conditions or any other terms, conditions, guidelines or rules published by us from time to time. Any such termination shall be at our discretion and may occur without notice.

Ownership

You acknowledge that any and all information, communications, opinions, training programs, materials, content, reports, data, databases, text, graphics, links, art audio, video, photos, music, sounds, interfaces, web pages, files, software, product names, company names, trade-marks, logos, trade names and other materials and data contained on the Site and Member Portal (collectively, the "Content") including the manner in which the Content is presented or appears and all information relating thereto, are the property (including without limitation with respect to all intellectual property rights therein) of WEOC, or of its licensors, as the case may be, which are protected under Canadian and International laws. Any domain names, URLs, trademarks or logos appearing on the Site and Member Portal are the sole property of WEOC and/or their respective owners.



**Women's Enterprise
Organizations of Canada**

**Organisations d'entreprises
de femmes du Canada**

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Access to Content and Services

Only registered account users will have access to the password protected Member Portal. It is the responsibility of the member organization to ensure that information related to their registered account users remains up-to-date.

We accept no liability for the provision of services to members or their assigned representatives. WEOC accepts no liability for the denial of services to individuals not designated as representatives of member organizations.

A member organization must notify WEOC of changes to their contact details otherwise WEOC may not be able to make the Content and services available to you. Primary contacts can update all online membership information using the Member Portal.

We reserve the right to change, from time to time, the Content and services available to its members.

Account Information

In registering for a user account with WEOC in connection with the Member Portal, you recognize that you will be assigned a username and password, which are for the individual user's own use. You agree that you will not disclose your username and password to any other person and that you will use the Member Portal and all associated content only in accordance with these Terms & Conditions.

Permitted Use

WEOC hereby grants to you a non-transferable and non-exclusive license to access, read and download one copy of the Content, to be used in accordance with these Terms & Conditions.

Restrictions on Use of Materials

The Content on the Site and Member Portal is protected by copyright and trademark laws, and is our property or the property of other parties. You may not modify, copy, publish, display, transmit, adapt, or in any way exploit the Content on the Site and Member Portal. You must abide by all additional copyright notices or other restrictions contained on the Site and Member Portal.



Liability Release

In the event that you have any right, claim or action against any other person arising from that person's use of the Content on the Site and Member Portal, and not to the sites of any other companies or organizations, including those to which the Site and Member Portal may link. We are not responsible for the availability of any other site to which the Site and Member Portal links. Such other sites will be governed by their own terms and conditions and it is your responsibility to review and comply with same. WEOC does not control any such third-party sites, nor is it a publisher or disseminator of the material contained on those other sites and does not seek to monitor or control those sites. A link to another site should not be construed to mean that WEOC endorses, is associated or affiliated with the operators of such sites. In accessing these sites, you are doing so at your own risk.

Disclaimers

THE CONTENT, SERVICES, PRODUCTS AND MATERIALS ON OUR SITE AND MEMBER PORTAL ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NEITHER WE NOR ANY OF OUR RESPECTIVE LICENSORS OR SUPPLIERS WARRANT THAT ANY FUNCTIONS CONTAINED ON THE SITE AND MEMBER PORTAL WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE AND MEMBER PORTAL OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU (AND NOT WE OR ANY OF OUR RESPECTIVE LICENSORS OR SUPPLIERS) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION TO YOUR SYSTEM.

NEITHER WE NOR ANY OF OUR RESPECTIVE LICENSORS OR SUPPLIERS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE CONTENT, SERVICES, PRODUCTS OR MATERIALS ON THE SITE AND MEMBER PORTAL IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE QUALITY, ADEQUACY, ACCURACY, COMPLETENESS, CORRECTNESS, VALIDITY AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES AND OTHER INFORMATION OBTAINED ON OR ACCESSIBLE THROUGH OUR SITE AND MEMBER PORTAL.

WE DO NOT ENDORSE, WARRANT OR GUARANTEE ANY OF THE CONTENT, PRODUCTS OR SERVICES OFFERED ON THE SITE AND MEMBER PORTAL.



You should use your best judgment in evaluating and applying the Content, or any information contained or opinions expressed on the Site and Member Portal. You are solely responsible for the retrieval of and use of the Content, including without limitation, the use of the information as the basis for any conclusions. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE AND MEMBER PORTAL IS AT YOUR SOLE RISK.

Jurisdictional Issues

We control and operate our Site and Member Portal from our offices in Canada. We do not represent that materials on the Site and Member Portal are appropriate or available for use in other locations. Members who choose to access our Site and Member Portal from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of the Terms & Conditions and to take any action we deem appropriate including, without limitation, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons relating to user profiles, email addresses, usage history, IP addresses and traffic information. We have the right to seek all remedies available at law and in equity for violations of these Terms & Conditions.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL WEOC, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AGENTS OR OTHERWISE, BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR ARISING FROM USE OF THE CONTENT, THE SITE AND MEMBER PORTAL OR ANY INTERNET SITE LINKED TO OR FROM THE SITE AND MEMBER PORTAL, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, ANY LIABILITY FOR DAMAGES CAUSED OR ALLEGEDLY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, ELECTRICAL SURGE/DAMAGE/INTERFERENCE, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATIONS LINE FAILURE, BREAKDOWN OF EQUIPMENT, SOFTWARE ERROR, INFRINGEMENT, UNAUTHORIZED ACCESS TO, OR THEFT, DESTRUCTION, ALTERATION, OR USE OF, RECORDS OR PERSONAL INFORMATION.



UNDER NO CIRCUMSTANCES SHALL WEOC BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE OF THE CONTENT CONTAINED ON THE SITE AND MEMBER PORTAL, PROVIDED BY WEOC OR THE CONTENT CONTAINED WITHIN ANY INTERNET SITE LINKED TO OR FROM THE SITE AND MEMBER PORTAL. THE CONTENT WITHIN THE SITE AND SITE AND MEMBER PORTAL MAY INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES IN NEW VERSIONS OF THE SITE AND MEMBER PORTAL ARE TO BE COVERED BY THESE TERMS & CONDITIONS. WEOC MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE CONTENT AND THESE TERMS & CONDITIONS AT ANY TIME AND FROM TIME TO TIME. IT IS YOUR OBLIGATION TO CONTINUALLY REVIEW THE SITE AND MEMBER PORTAL AND THESE TERMS & CONDITIONS AS THEY WILL BE BINDING ONCE POSTED. WITH RESPECT TO ANY REFERENCES TO SPECIFIC LEGISLATION, YOU ACKNOWLEDGE THAT LEGISLATION CHANGES FROM TIME TO TIME AND THAT YOU MUST CONSULT THE ACTUAL CURRENT LEGISLATION FOR ALL PURPOSES RELATING TO THE INTERPRETATION AND APPLICATION OF ANY STATUTES, LEGISLATION OR OTHER LAWS OF APPLICATION.

Indemnification

You agree to defend, indemnify and hold harmless WEOC and its directors, officers, members, employees, contractors, shareholders and otherwise from and against any and all claims, suits, proceedings, causes of action, losses, damages, costs, demands, fines, penalties or other costs associated with your breach of these Terms & Conditions, your violation of applicable laws or the rights of third parties, and your use of the Site and Member Portal, Content or services except as expressly permitted under these Terms & Conditions.

Usage of Terms & Conditions

Any variations made to these Terms & Conditions may be made by WEOC without express written notice to you and will be effective immediately once posted on WEOC's website.

WEOC reserves the right to terminate membership and/or Site and Member Portal access for organizations and/or individuals who do not accept or abide by these Terms & Conditions.

Privacy Policy

We are committed to protecting your privacy and security and have explained in detail the steps we take to do so. We urge you to read our Privacy Policy which can be found [here](#).

