

# Terms Of Service

This website is operated by Downtown Cambridge Business Improvement Area. Throughout the site, the terms “we”, “us” and “our” refer to Downtown Cambridge Business Improvement Area. Downtown Cambridge Business Improvement Area offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current website shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

## 1. Online Website Terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence.

You must not transmit any viruses or codes of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

## 2. General Conditions

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Website, use of the Website, or access to the Website or any contact on the Website through which the service is provided, without express written permission by Downtown Cambridge Business Improvement Area.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## 3. Intellectual Property and Permitted Use

Downtown Cambridge Business Improvement Area is the sole owner and authorized user of all intellectual property rights of the Website and all content displayed on the Website. All information on the Website is protected under copyright laws. You may display, download and print pages of the Website, provided that:

- the words “copyright Downtown Cambridge Business Improvement Area” appears on all material that is printed
- the information will not be altered in any manner
- such pages are only for personal use

Other than those listed above, no one has permission to copy, redistribute, reproduce or republish in any form, any content displayed on the Website. All trademarks, logos, and service marks (the “Trademarks”) displayed on the Website are registered to Downtown Cambridge Business Improvement Area and may not be used in any way without the express written permission of Downtown Cambridge Business Improvement Area or the owner of such Trademark.

## 4. Accuracy of Information

Although reasonable care has been taken to ensure the accuracy of the Website, all Website content is displayed on an ‘as is’ basis, without any warranties of any kind, express or implied. All Website content and information is subject to changes being made or implemented from time to time (whether significant or otherwise), without any notice being given to anyone visiting or accessing the Website or otherwise, and without any liability being incurred by Downtown Cambridge Business Improvement Area thereby.

Content on the Website is for informational purposes only, and is not intended to provide specific legal, financial or other similar advice, and should accordingly not be relied upon in that

regard.

## 5. Modifications to the Website

We reserve the right at any time to modify or discontinue the Website (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, suspension or discontinuance of the Website.

## 6. Third-Party Links

Certain content and services available may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. Examining or evaluating the content or accuracy is the sole responsibility of the user and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites.

## 7. User Comments, Feedback and Other Submissions

If, at the request of Downtown Cambridge Business Improvement Area, you send submissions or without a request from us, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## 8. Personal Information

Your submission of personal information through the website is governed by our Privacy Policy.

## 9. Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## 10. Indemnification

You agree to indemnify, defend and hold harmless Downtown Cambridge Business Improvement Area and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of a breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## 11. Governing Law

These Terms of Service and any separate agreements shall be governed by and construed in accordance with the laws of Ontario, Canada.

## 12. Changes To Terms of Service

You can review the most current version of the Terms of Service at any time on this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## 13. Contact Information

Questions about the Terms of Service should be sent to: [info@downtowncambridgeia.ca](mailto:info@downtowncambridgeia.ca)