

# **TERMS OF SERVICE**

The following Terms of Service govern the relationship between you and Monarch House ("we", "us" or "our") with regard to your use of this website (the "Site"). Your registration and/or use of our Site and our Services indicates your consent to the terms and conditions set out in the Terms of Service and in our Disclaimer set forth above (the "Agreement"). We may update this Agreement from time to time and you are responsible for periodically reviewing the most current version of this Agreement. Your continued use of this Site shall be deemed your conclusive acceptance of the updated Agreement.

# **Intellectual Property and Confidentiality**

You acknowledge that the Services provided by this Site and all the software, material, information and other contents contained on or otherwise accessible through this Site (collectively, the "Content") are the exclusive and proprietary property of Monarch House, our affiliates, suppliers and/or the party credited as the provider of such materials and information. You will not have or acquire any rights or interest in the Site or any of the Content accessed through the Site except as specifically set out in the Terms of Service. You further acknowledge that all trade marks, service marks and logos are the exclusive and proprietary property of Monarch House, our affiliates, suppliers and/or the party credited as the owner of such trade marks, service marks and logos and you will not have or acquire any rights or interest in any of such trade marks, service marks or logos.

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products or services) you submit to public areas of the Service (such as chatrooms, discussion boards, forums and other communities) by all means and in any media now known or hereafter developed. You agree that you shall have no recourse against Monarch House for any alleged or actual infringement or misappropriation of any proprietary right in your communication to us.

You acknowledge that the Content provided in the password protected portion of this Site is confidential and you agree to protect the confidentiality of such Content, and the proprietary rights of Monarch House (or the applicable party) in such Content by taking appropriate steps to maintain the security of your password and by not allowing any third party to access or view any of the Content or to use the Site.

## Links on the Site

Links to third party websites are provided as a convenience only. The inclusion of any link does not imply endorsement, investigation or verification by us of the linked website or the material contained within the linked website.

We may alter, modify and/or update the Site, including any of the Content, periodically, in our discretion. Such alterations, modifications or updates may include the addition or deletion of features, functionality, text, data or other content. We may also eliminate or cancel any part of the items of Content or categories of Content contained on the Site, at any time.

#### Your Use of the Site

By using this Site, you are representing to us that you have the power and authority to accept these Terms of Service and to enter into this agreement with us and that you understand and accept the terms, conditions and risks relating to the use of this Site. You are also representing to us that you are capable of assuming, and do assume, such risks and you agree to be bound by the Operating Policies set forth in Schedule A.

You further acknowledge and agree that: (i) the use of this Site by you may be restricted or limited as a result of federal, provincial, state or other applicable laws; and (ii) you will act in accordance with all such restrictions and limitations.



You will be solely responsible for all costs associated with accessing and using any Content and/or this Site, including without limitation, telecommunications, modems, Internet access, third-party software, equipment and any related maintenance services.

We may, in our sole discretion, restrict, suspend or terminate your access to this Site or any of the Content without notice to you.

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Online Policy to Protect Personal Information



All personal and/or company information provided by you including without limitation, name, address, e-mail address or phone number in connection with the use of the Site will be treated in accordance with our Online Policy to Protect Personal Information.

# **Governing Law**

The Terms of Service will be governed by the laws of the province of Ontario and the laws of Canada applicable therein. Each party submits to the non-exclusive jurisdiction and venue of the courts of Ontario, located in Toronto, in order to enforce any provision of these Terms of Service and for any action or suit arising out of these Terms of Service.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE, UNDERSTAND THEM AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREIN.

#### Review

Monarch House DOES NOT AND CANNOT REVIEW ALL COMMUNICATIONS AND MATERIALS POSTED OR UPLOADED TO THE SERVICE AND IS NOT RESPONSIBLE FOR THE CONTENT OF THESE COMMUNICATIONS AND MATERIALS. HOWEVER, Monarch House RESERVES THE RIGHT TO BLOCK OR REMOVE COMMUNICATIONS OR MATERIALS THAT IT DETERMINES TO BE (A) ABUSIVE, DEFAMATORY, OR OBSCENE, (B) FRAUDULENT, DECEPTIVE, OR MISLEADING, (C) IN VIOLATION OF A COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANOTHER, OR (D) OFFENSIVE OR OTHERWISE UNACCEPTABLE TO MONARCH HOUSE HEALTH AT ITS SOLE DISCRETION. ANY MESSAGES, ADVICE, OPINIONS OR OTHER INFORMATION CONTAINED IN ANY DISCUSSION AREA SHOULD NOT BE CONSTRUED AS PROFESSIONAL ADVICE OR INSTRUCTION.

### Schedule A

# **Operating Policies**

These operating policies govern your conduct on the Service. Your failure to comply with these policies may result in suspension or termination of your access to the Service and depending on the circumstances legal action against you.



# Requirements

You must be an individual at least 18 years of age to register and you must register on the Service under your own name. Please inform Monarch House promptly if there is a change in the information you provided to us at the time of registration, including change of address or name.

## **Account Access**

If and when you initially register for the Service, you will be asked to select a User ID and Password. Monarch House reserves the right to reject or change any User ID you select for any reason in its sole discretion.

## **Online Communications**

Your participation in on-line communications (such as chatrooms, discussion boards, forums and other communities) occurs in real time and is not edited, censored or otherwise controlled by Monarch House. Monarch House cannot and does not screen content provided by you to the Service. Notwithstanding the foregoing, Monarch House reserves the right to monitor content on the Service (including, without limitation, in chatrooms, discussion boards, forums and other communities) and to remove content which MONARCH HOUSE, in its sole discretion, determines to be harmful, offensive, unacceptable or otherwise in violation of these Operating Policies for users of the Service ("Members").

Members may not post or transmit any message which is harmful, threatening, abusive or hateful. Monarch House reserves the right to take such action as it deems appropriate in cases where the Service is used to disseminate statements which are deeply and widely offensive and/or harmful. Members may not post or transmit any message which is libelous, defamatory or which discloses private or personal matters concerning any person. Members may not post or transmit any message, data, image or program which is indecent, obscene or pornographic.

Members may not post or transmit charity requests, petitions for signatures, chain letters or letters relating to pyramid schemes. Members may not post or transmit any advertising, promotional materials or any other solicitation of other Members to use or purchase goods or services except in those areas that are designated for such purpose.



Members may not post or transmit any message anonymously or under a false name. Members may not permit any other person (other than an agent acting on Member's behalf and subject to Member's supervision) to access the Service using Member's account for any purpose.

Members may not knowingly post or transmit any file which contains viruses, worms, or any other contaminating or destructive features.

Members may not post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks.

Members may not send unsolicited mass e-mailings to other Members.

Members may not use the facilities and capabilities of the Service to conduct any activity or solicit the performance of any activity which is illegal or which infringes on or violates the rights of others.