

## **Disclaimer**

### **1. Introduction**

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the Web site or a linked Web site, or with the delay or inability to use the Web site or a linked Web site, even if EDL Consulting Services is made aware of the possibility of such damages. This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect a user's equipment, failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems (e.g., you cannot access your internet service provider), unauthorized access, theft, operator errors, strikes or other labour problems or any force majeure. EDL Consulting Services cannot and does not guarantee continuous, uninterrupted or secure access to the Web site.

#### **4. Links to Third Party Web sites**

The Web site contains linked Web sites. EDL Consulting Services has not investigated, monitored or reviewed these links and is not responsible for the content, accuracy, or opinions expressed in these linked Web sites. The inclusion of any link does not imply approval or endorsement by EDL Consulting Services of the linked Web sites. If you decide to leave our site and access these third party sites, you do so at your own risk.

#### **5. Your Submissions**

Subject to the Privacy Policy, any material, information, or idea submitted or posted on the Web site will be considered non-confidential and non-proprietary. EDL Consulting Services reserves the right to maintain, copy, use, record, store and disseminate any information given to us by you for internal purposes in compliance with applicable law. Additionally, EDL Consulting Services reserves the right to disclose the information as required by law.

Subject to the Privacy Policy, if you submit any material, information, or idea to the Web site, then you grant EDL Consulting Services a non-exclusive, worldwide, royalty-free licence to (in any media now known or not currently known or invented) link to, utilize, use, copy, exploit, and prepare derivative works of the submitted material, information, or idea. EDL Consulting Services shall be entitled to use the material for any type of use, including promotional and advertising purposes, forever including in any media whether now known or hereafter devised.

EDL Consulting Services is under no obligation to review any messages, information or content ("Postings") posted on the Web site by you and assumes no responsibility or liability relating to any such Postings. Notwithstanding the above, EDL Consulting Services may from time to time monitor the Postings on the Web site and may decline to accept and/or remove any Postings that contain:

- (a) any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, provincial, federal or international law;
- (b) viruses or other contaminating or destructive features;
- (c) advertisements or solicitations of any kind;
- (d) messages posted by users impersonating others;
- (e) personal information including, but not limited to, messages with contact information, social

- insurance numbers, account numbers, or employer references;
- (f) messages that offer unauthorized downloads of any copyrighted or private information; or
- (g) multiple messages placed by the same user restating the same point.

While the administrators and moderators of EDL Consulting Services will attempt to remove or edit any objectionable material as quickly as possible, it is impossible to review every message. Therefore you acknowledge that all posts made to the Web site express the views and opinions of the author and not of the administrators, moderators or webmaster and hence these persons will not be held liable.

You are solely responsible for your interactions with other users.

EDL Consulting Services reserves the right to remove any material submitted or posted by you, without notice to you, if it becomes aware and determines, in its sole and absolute discretion, that you are or there is the likelihood that you may submit or otherwise publish any materials on the Web site which is contrary to this section 5. EDL Consulting Services will fully co-operate with any law enforcement authorities or court order requesting or directing it to disclose the identity of anyone submitting any materials on the Web site which is contrary to this section 5.

You agree to indemnify EDL Consulting Services and its officers, directors, employees, agents, assigns, distributors and affiliates from and against any and all third party claims, demands, liabilities, costs or expenses, including reasonable lawyer's fees, resulting from your breach of any of the foregoing agreements, representations and warranties.

## **6. Governing Law**

This agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario. Each of the parties irrevocably submits to the nonexclusive jurisdiction of the courts of Ontario. No party will oppose the enforcement against it in any other jurisdiction of any judgment or order duly obtained from an Ontario court respecting this Agreement. Any action you, any third party or EDL Consulting Services bring to enforce this agreement or, in connection with, any matters related to this web site shall be brought only in the courts of the Province of Ontario, and you expressly consent to the jurisdiction of said courts.

## **7. Entire Agreement**

This is the entire agreement between the parties relating to the matters contained herein and shall not be modified except in writing, executed by EDL Consulting Services.

## **8. Severability**

If any provision of this agreement is found by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, the remainder of the agreement shall continue in full force and effect.

## **9. General**

EDL Consulting Services reserves the right to change this Agreement at any time by revising the terms and conditions herein. You are responsible for regularly reviewing these terms and conditions. Your use of the Web site following any such change constitutes your acceptance of such changes. EDL Consulting Services reserves the right to change the Web site at any time at its sole discretion without notice to users. EDL Consulting Services may deny access to the Web site to anyone at any time for any reason whatsoever.

## **10. Effective Date**

This Disclaimer was last updated on January, 2009.

