

Terms of Use

1. Introduction

Your use of the Web site is subject to these Terms of Use, the Privacy Policy, the Disclaimer and any other relevant terms and conditions, policies, and notices which apply to the Web site or a specific section or module of the Web site. Please read these Terms of Use carefully before using the Web site.

2. Accepting these Terms of Use

By using the Web site, you signify your agreement with these Terms of Use. If you do not agree with any of the below Terms of Use, do not use the Web site. You may not use the Web site and may not accept the Terms of Use if (a) you are not of legal age to form a binding contract with 2168929 Ontario Inc., which carries on business as EDL Consulting Services (“**EDL Consulting Services**”), or (b) you are a person barred from using the Web site under the laws of Canada or other countries including the country in which you are resident or from which you use the Web site.

3. Revisions

EDL Consulting Services reserves the right, in its sole and absolute discretion, to modify, alter or otherwise update these Terms of Use at any time without providing you with prior notice and you agree to be bound by such modifications, alterations or updates. Such modifications, alterations, or updates shall become effective immediately upon being posted on the Web site.

4. Trademark

EDL Consulting Services’ logos are registered trademarks and/or service marks of EDL Consulting Services. You may not use these or any other of EDL Consulting Services’ trademarks or service marks without the written permission of EDL Consulting Services.

5. Copyrights and Restrictions

The Web site is controlled and operated by EDL Consulting Services. All material on the Web site, including, but not limited to images, illustrations, audio clips and video clips, is protected by copyrights which are owned and controlled by EDL Consulting Services or by other parties that have licensed their material to EDL Consulting Services. Material from the Web site or from any other Web site owned, operated, licensed or controlled by EDL Consulting Services may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way. Modification of the materials or use of the materials for any other purpose is a violation of the copyrights and other proprietary rights. For purposes of these Terms of Use, the use of any such material on any other Web site or networked computer environment is prohibited. You are free to view, copy, print, and distribute the materials on the Web Site as long as the material is used for information only, the material is used for non-commercial purposes only, and copies of any material include EDL Consulting Service’s copyright notice.

6. Your Web Site Use Activities

If you are allowed access to password-protected areas of the Web site, you agree to keep your password confidential and to send notice to EDL Consulting Services within 24 hours if your password is compromised. You acknowledge that the Internet is a network of computers worldwide, and that any information submitted by you to EDL Consulting Services necessarily is routed via third party computers to the Web site and EDL Consulting Services, and that EDL Consulting Services is not responsible for lapses in online security and does not assume liability for improper use of your information by a third party.

7. Restrictions on Use

Concerning your use of the Web site, you agree not to:

- a) use any device, software or technique to interfere with or attempt to interfere with the proper working of the Web site;
- b) post or transmit to the Web site any unlawful, threatening, abusive, libellous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, provincial, national or international law, including without limitation all applicable export control laws and regulations;
- c) post or transmit to the Web site any information or software that contains a virus, bug, cancelbot, Trojan horse, worm or other harmful item or component;
- d) publish, perform, distribute, prepare derivative works, copy, reverse engineer, or use the content (other than as expressly permitted herein);
- e) upload, post, publish, transmit, reproduce or distribute in any way, information, software or other material obtained through this Web site which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or rightholder;
- f) post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through this Web site for commercial purposes (other than as expressly permitted by the EDL Consulting Services of such information, software or other material);
- g) take any action which imposes an unreasonable or disproportionately large load on the Web site's infrastructure;
- h) redeliver any of the content using "framing", hyperlinks, or other technology without express written permission; or,
- i) use any device or technology to provide repeated automated attempts to access password-protected portions of the Web site.

EDL Consulting Services may deny access to the Web site to anyone at any time for any reason whatsoever.

8. Governing Law

These Terms of Use 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 these Terms of Use. Any action you, any third party or EDL Consulting Services bring to enforce these Terms of Use 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. You agree that if you access the Web site outside of Canada, you are responsible for compliance with local laws.

9. 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.

10. Severability

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

11. Effective Date

These Terms of Use were last updated on January, 2009.