

TERMS OF SERVICE

Last Revised: October 19th, 2020

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1. Introduction

Welcome to <https://artsunite.ca> (the “Website”). This Website is operated by Toronto Artscape Inc. (referred to herein using the terms “We,” “we,” “Us,” “us,” “Our,” and “our”) under our brand “artsUNITE/UNITÉ des arts”.

Thank you for viewing and visiting our Website, a sector-led wayfinding platform for the creative community. The Website includes interactive features to guide users to new opportunities for learning and creating art. You can review our mission and learn more about us by reviewing the [“About Us”](#) page on the Website.

These terms of service (including any of our other terms that we list on the Website such as our Privacy Policy) (collectively, the “Terms”) deal with the following topics:

- Your relationship with us, which describes our expectations of you, and what you can expect from us.
- visiting or using any articles, materials and content included on the Website (including the search features, Posts (as defined below), graphics, texts, icons, designs, works, marks, creative materials, artwork, layouts, writings, programming and technology) (collectively, the “Service”), which describes how you are permitted to interact with the Website, and the rules in place to govern your use of the Website and this Service.
- Legal notices, which includes additional terms about our relationship and respective obligations.

It is important to understand these Terms because by visiting our Website, you (and your parent/legal guardian on your behalf, if you are under the legal age of majority in your jurisdiction of residence) signify that you have read, fully understand and agree to be legally bound by these Terms. IF YOU DO NOT ACCEPT AND AGREE TO BE LEGALLY BOUND BY AND COMPLY WITH THESE TERMS, YOU ARE NOT PERMITTED TO ACCESS OR USE THE WEBSITE.

As part of these Terms, we have published a [Privacy Policy](#), which is hereby incorporated into and made part of these Terms. Please read it to understand how the information you provide us is managed. By using the Website, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) signify that you have read, fully understand and agree to be legally bound by our [Privacy Policy](#).

In order to visit or use the Website (including use the Service made available via the Website or submit Posts), you need to:

- have reached the legal age of majority in your province or territory of residence, or have your parent or legal guardian's consent to visit the Website and be legally bound by the Terms,
- comply with these Terms,
- have the power to enter a binding contract with us and not be barred from doing so under any applicable laws, and
- reside in Canada.

NB: When you see the term "Toggle" that means the relevant section of these Terms is displayed as a toggle on the Website, for ease of access. This term is only used in the plain text and .pdf versions of these Terms.

2. Changes to the Terms

The Website (and by implication the Service we provide) may develop over time: as the arts industry changes and develops, we may develop new features and functions to Website and the Service, or change existing ones. We may also make technical adjustments to the Website for legal, regulatory or other reasons, such as to provide more stable functionality.

Subject to applicable law, we reserve the right, in our sole and absolute discretion, to modify all or any portion of the Terms at any time without incurring any liability or obligation whatsoever to you or any other person or entity. If we do this, we will post the changes to these Terms at least thirty (30) days before the amendment comes into effect, and will indicate at the top of this page the date these Terms were last revised. In addition, if you have registered for an account we will provide you notice using email and/or your mailing address, or any other contact information we have for you in our discretion, and setting out the new clause, or the amended clause and how it read formerly, and the date on which the change will come into effect. You may refuse the amendment and rescind, or cancel your participation without cost, penalty or cancellation indemnity, by sending us notice to that effect no later than thirty (30) days after the amendment comes into force, using the information in the notice. To the fullest extent permitted by applicable law, your continued access to and/or use of the Website after the date specified in such notice constitutes your full acceptance of, and agreement to be legally bound by, the terms of these Terms, as revised.

Toggle: [Click Here to Review Changes to the Terms](#)

October 19th, 2020 – First Publication of legally binding Terms and Conditions to the website.

June 4th, 2020 –Terms and Conditions notice displayed on the website. Publication was not legally binding.

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3. Your Relationship with Us

This section describes what you can expect from us, what we expect from you, and how the rights to content made available on via the Website (including articles, materials and content included on the Website, search features, Posts, graphics, texts, icons, designs, works, marks, creative materials, artwork, layouts, writings, programming and technology) (collectively, the “Content”) work.

What you can expect from us:

- We grant you, subject to your compliance with these Terms, limited, non-exclusive, revocable permission to make personal and non-commercial use of Website and its Content (collectively, your “Access”).
- For greater certainty, your Access only allows you to view, download or print Content from the Website for your own personal and non-commercial use, provided all original copyright, trade-mark and other notices are preserved in their original form. Users can submit content (a “Post”, which for greater certainty includes any type of submission from a user of the Website, such as Blog Posts, Link Listings, Event Listings, and Video Submissions) containing paid opportunities made available to other users, or opportunities another user needs to pay for, but you cannot use the Website nor any of its Content to directly gain revenue (for example, by copying and re-distributing or selling Content). Your Access does not include any rights not specifically enumerated herein, and, for greater certainty, does not include permission to copy, redistribute, reproduce or republish, in any form, any Content contained within the Website. Review the full description of Access below.
- Notwithstanding the foregoing, if you submit a Post, it will be subject to our review processes. Review our review process in the “User Guidelines” section.

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Toggle: Full Description of Access:

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What we expect from you:

- You agree to abide by these Terms, including our User Guidelines (which are outlined in the “User Guidelines” section), and not to use our Website (including our Service and the Content, or any part thereof) in any manner not expressly permitted by these Terms.
- You may use the Website to promote relevant commercial opportunities offered on other platforms related to our wayfinding mission for the creative community. However, you agree to not reproduce and use the Website (in whole or in part) for commercial gain, such as distributing any pages of the Website for profit, or directly using the Service to exchange or receive money (for greater certainty, you cannot buy, sell or barter a product or service directly on our Website; it is a wayfinding platform that may be used to help you find, or inform others about, an opportunity that is ultimately offered on another website or platform).
- When you provide feedback, ideas, comments or suggestions (including any other type of communication we receive from Website users) (collectively, “Feedback”), it can be used without restriction nor payment to you. You hereby understand, acknowledge and agree that: (i) we are not considering your Posts or Feedback in confidence and we may disclose your Posts and Feedback in accordance with these Terms; (ii) we are not, and will not be, bound by any confidentiality obligations to you; (iii) we are not admitting that your Posts or Feedback are novel, proprietary, or original; (iv) any Posts or

Feedback that you submit to us may be similar or identical to projects, products, ideas, or other materials that we may already be aware of and/or developed or in the process of developing; and (v) we are not, and will not be, under any obligation with respect to your Posts or Feedback. Please review the “Ownership Rights” and “Intellectual Licence” sections below.

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Toggle: Full Description of Ownership Rights

The Website (including without limitation the Service and the Content) is our sole property, unless otherwise explicitly specified in these Terms (such as, in the “Intellectual Licence” section). You must only use the Website (including the Service and Content) for your own personal, non-commercial use.

All artsUNITE/UNITÉ des arts brand elements (including trademarks, service marks, trade names, logos, designs, trade names, brand names and domain names) (collectively, the “Brand Features”) are our sole property. These Terms do not grant you any rights to use any Brand Features whether for commercial or non-commercial use. For greater certainty, nothing contained herein or on the Website may be construed as granting, by implication, estoppel, or otherwise, any license to use any Brand Features. You agree that you will not take any actions inconsistent with our ownership of the Brand Features.

The Website (including without limitation the Content) is not sold or transferred to you, and we retain ownership of the Website after any installation on your devices (i.e. any electronic device which can access the Website, such as a personal computer, tablet, or mobile phone)(collectively, the “Devices”).

You grant us a licence to the Posts you submit, as described in the “Intellectual Licence” section of these Terms.

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Intellectual Licence

Our Website may allow you to upload, submit, store, send, and share your Posts. You have no obligation to provide any Posts. If you choose to upload, submit, store, send, or share Posts, you must have all the necessary rights to do so, and your Posts must abide by these Terms, including the “User Guidelines” section.

Subject to any additional agreement between you and us (pursuant to which you may grant additional rights to us or third parties), any Posts you submit to our Website remains yours, which means you retain the intellectual property rights that you have in your Posts. However, by choosing to submit Posts, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence); (a) grant us the a world-wide, perpetual, irrevocable, transferable, sub-licensable, royalty-free, non-exclusive, and unrestricted rights and permission to reproduce, publish, display, communicate to the public, make available and otherwise use your Posts (in whole or in part) (as is or as we may edit, adapt or modify it, including as we deem necessary to display it on the Website or help align the Posts with our User Guidelines); and (b) waive all moral rights in and to all your Posts in favour of us, our sub-licensees, and the other Website users. to

Without limiting the generality of the foregoing, this licence is:

- Valid anywhere in the world.
- Non-exclusive, which means you can submit your Posts to others.
- Royalty-free, which means there are no fees for this licence.

Without limiting the generality of the foregoing, this licence allows us to:

- host, reproduce, distribute, communicate, and use your Posts on the Website.
- publish, publicly perform, or publicly display your Posts (including without limitation so that it can be viewed by other users).
- edit, adapt, modify and create derivative works based on your Posts, such as: reformatting it, translating it, or making minor edits to help ensure the Posts

align with our User Guidelines (which for greater certainty may occur at any time).

- Collect, use and disclose data based on Post content, tags, and other features to assess Website functionality, performance and other metrics (for example, we may use this data to inform improvements to the Website). This data usage may occur at any point of the Post submission or hosting process, including past publication.
- Use Posts to promote the Website (including our Service) in any type of media. For example, we may reproduce your Post in presentations and advertisements for the Website.
- Operating the website to work as designed: meaning displaying your Content on our wayfinding platform, and reviewing the Content for analytic purposes. This includes:
 - o Moderating your Content prior to publication, by our moderator team.
 - o Determining data based on post content, tags, and other features to inform improvements to the website.

This analysis can occur at any point of the submission process, from submission to past publication.

- Using the Content posted to promote the service. We may quote your Content in presentations and advertisements for the service.
- Developing the service, within the agreements of these terms.

If you remove your Posts from the website, we will use reasonable efforts to remove it such that it is not publicly available on the Website. However, your Posts may still be public: for example, other users of the Website may have made a copy on their Devices, or your Posts may be displayed on other websites you have chosen to post it to.

4. Using our Service

Users of the Website may submit, post, store, send, upload, share or otherwise contribute Posts.

We may (but for greater certainty are not required to) monitor, review, adapt, modify or edit your Posts. In all cases, we reserve the right to remove or disable access to any Posts for any or no reason, including Posts that, in our sole discretion, violates these Terms (including without limitation our policies and guidelines in respect of reviewing Posts, which are available [here](#)). We may take these actions without prior notification to you or any third party. Regardless as to whether or not we take or do not take such actions, we do not make any type of representation, warranty or any other kind of assurance to users that Posts are in compliance with these Terms, including that Posts comply with applicable laws, the User Guidelines or compliant with a user's other obligations as outlined in these Terms. Without limiting the generality of the foregoing, you are solely responsible for all of your Posts. We are not responsible for your Posts nor the Posts of other Users, nor do we endorse any opinion contained in any specific submitted Posts.

YOU (AND YOUR PARENT/LEGAL GUARDIAN ON YOUR BEHALF, IF YOU ARE UNDER THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE) AGREE THAT IF ANYONE BRINGS A CLAIM AGAINST US RELATED TO YOUR POST, THEN, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU WILL INDEMNIFY AND HOLD US, OUR SUB-LICENSEES AND OUR AFFILIATES HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND ARISING OUT OF SUCH CLAIM (INCLUDING ATTORNEY FEES AND COSTS).

Registration and Account Security

Certain features and/or portions of the Website are password-protected and require you to complete a registration process in order to obtain access and/or participate.

When registering with us to use any such features and/or portions of the Website, you agree: (i) that you will provide complete and accurate information about yourself and, if applicable, your organization; and (ii) to update such information as it changes. In the event that you do not provide or update such information, or we have reasonable grounds to suspect that you have not provided or updated such information, we shall have the right, in our sole and absolute discretion, to disable your password and prevent you from using the Website, or any features of the Website. It is your responsibility to keep the password provided to you confidential and secure. In the event that your username or password is used without your consent or that you discover any other breach of security, you agree to promptly notify us using the information provided in the “Contact Us” section. We are not responsible for your failure to comply with this clause, or for any delay in shutting down your account after you have reported a breach of security to us. You are solely responsible for any and all activities which occur under your user account.

User Guidelines

To be permitted to use the Website and help ensure that you contribute to a respectful environment for other users, you must follow the rules below.

As a user of the Website, you must:

- Not undertake any action which unlawfully circumvents any individual’s intellectual property rights, including our intellectual property rights.
- Not undertake any action which disrupts, abuses, harms, or interferes with the Website functionality or otherwise negatively affects our Service.
- Comply with all applicable laws, regulations, industry codes and our policies including intellectual property, employment, export control, sanctions, and human trafficking laws, and our Diversity and Inclusion statement or Mission statement.
- Not violate the rights of others, including privacy and intellectual property rights.

- Not abuse, harass or harm others or yourself (or threaten or encourage such abuse or harm) – for example, by misleading, defrauding, defaming, bullying, harassing, or stalking others.
- Not copy, redistribute, reproduce, record, transfer, perform or display to the public, broadcast, or making available to the public any part of the Website (including the Service and the Content), or otherwise making any use of the Website (including the Service or the Content) which is not expressly permitted under these Terms and applicable law, regulations, industry codes and our policies.
- Not use the Website to import or copy any local files that you do not have the legal right to import or copy in this way.
- Not reverse-engineer, decompile, disassemble, modify, or create derivative works of Website (including the Content or any part thereof).
- Not circumvent any technology used by us, our licensors, or any third party to protect the Website (including the Content).
- Not sell, rent, sublicense, or lease of any part of the Website (including the Content).
- Not circumvent any provincial or territorial restrictions applied by us.
- Not artificially manipulate the Website by:
 - o using any bot, script, or other automated process,
 - o providing or accepting any form of compensation (financial or otherwise) to Post,
 - o or, any other means.
- Not remove or alter any copyright, trademark, or other intellectual property notices contained on the Website (including the Content) (including for the purpose of disguising or changing any indications of the ownership or source of any Content).
- Not provide your username or password to any other person nor use any other person's username and password.

- Not "Crawl" the Website (including the Content) or otherwise using any automated means (including bots, scrapers, and spiders) to view, access, or collect information from the Website.
- Not sell a user account, or otherwise accept or offer to accept any compensation, financial or otherwise, to influence the name of an account or the Content associated with an account.
- Not artificially promote Content by automated means or otherwise.

In addition, your Posts cannot include any material which (we deem in our sole discretion):

- Is offensive, abusive, defamatory, pornographic, threatening, discriminatory, or obscene.
- Is illegal, or intended to promote or commit an illegal act of any kind.
- Includes your password or any other user's password.
- Purposely includes personal data of third parties or is intended to solicit such personal data.
- Includes malicious content such as malware, Trojan horses, or viruses, or otherwise interferes with any user's Access to the Service.
- Is intended to or does harass or bully other users.
- Impersonates or misrepresents your affiliation with another user, person, or entity, or is otherwise fraudulent, false, deceptive, or misleading.
- Involves the transmission of unsolicited mass mailings or other forms of spam, junk mail, chain letters, or similar.
- Interferes with or in any way disrupts the Website, tampers with, breaches, or attempts to probe, scan, or test for vulnerabilities in the Website or the computer systems, network, usage rules, or any of our security components, authentication measures or any other protection measures applicable to Website (including the Content) or any part thereof.

- Otherwise conflicts with these Terms.

If other users are not following these User Guidelines, you can report them by contacting us, or using the [“Report an Issue”](#) submission form on the Website. However, we do not have an obligation to act on such reports.

Without limiting our other rights and remedies, you acknowledge and agree that posting any Posts or otherwise using the Website in a way that violates these User Guidelines (as determined by us in our sole discretion) may result in the termination of your user account and Access to the Website. We ask that you please be mindful and respectful when submitting Posts to our Website.

By submitting Posts or otherwise using the Website, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) hereby acknowledge, agree, warrant and represent to us, our sub-licensees and affiliates that any and all of your Posts (in any format or media):

- a. that you have obtained all necessary rights in and to the Posts and all of their respective components (if applicable) to post, upload, or otherwise submit it to or through the Website and permit their use in accordance with these Terms; and
- b. do not violate any law; and
- c. comply with these Terms.

Without limiting the generality of the foregoing, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) also hereby acknowledge, agree, warrant and represent to us, our sub-licensees and affiliates that:

- a. you shall be responsible for all acts or transactions that occur under your user account, including, without limitation, for ensuring the accuracy, reliability or completeness of any and all Posts you upload, post or otherwise transmit to or through the Website;
- b. we cannot (nor are we required to) guarantee the accuracy, reliability or completeness of any Posts (including any opportunities communicated via Posts); and
- c. we are under no legal obligation to monitor, edit or otherwise remove, any Posts (or any portion of any Posts) on the Website.

By using the Website, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) hereby agree to indemnify, defend and hold us, our sub-licensees, affiliates, and each of their respective agents, employees, directors, successors, and assigns (collectively, the "Releasees") harmless from any loss, liability, claim, demand, damage or expense asserted by any entity relating in any way to your use of the Website, Posts, and/or breach of these Terms, including, without limitation, any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other cause of action (collectively, your "Indemnity Obligation").

Reporting Infringements in Content Submissions

If you find an issue with a Post on our Website, please report it to us using the "[Report an Issue](#)" form, or by contacting us directly at the methods listed in the "Contact Us" section.

If you believe any Content infringes on your intellectual property rights, please review these Terms and submit a report using the "[Report an Issue](#)" form.

Notwithstanding the foregoing, we do not have an obligation to act on any such reports.

5. Service Limits and Modifications

We reserve the right, at any time, to modify, or discontinue functions and features of the Website (including the Service and Content) at any time and for any reason, all without liability to you.

You agree that the sole and exclusive remedy for any problems or dissatisfaction with the Website is to stop visiting the Website, and clearing all history and cookies from your web browser and Devices.

We do not guarantee that the Website is compatible with every third party application, web browser or Device. You agree that the sole and exclusive remedy for any problems or dissatisfaction with viewing the Website with a third party application is to stop using the third party application to view the Website, and trying to use a different application to view the Website.

We are not responsible for any damages or loss to you which is reasonably foreseeable, which one ought to reasonably know the loss or damage may happen.

We are not responsible for any damages, loss, or disruptions to you or the Website (including the Service and Content) for any reason, including those caused by interactions or use reasonably outside our control, such as from use of archived versions of the Website hosted locally.

6. Legal Notices

This section outlines additional legal provisions applicable to these Terms.

Term and Termination

These Terms Agreements will continue to apply to you until terminated by either you or us. However, you acknowledge and agree that: (i) the perpetual licence granted by you in relation to your Posts, including Feedback, and (ii) your Indemnity Obligation, are both irrevocable and will therefore continue after expiry or termination of these Terms for any reason. We may terminate the Website or suspend your access to the Website at any time, including in the event of your actual or suspected unauthorised use of the Website (including the Service and Content), non-compliance with these Terms, or if we withdraw any Website features, Service and/or Content, all without any liability or responsibility to you. To learn how to terminate your user account, please contact us using the contact methods listed in the “Contact Us” section at the end of this document. This section will be enforced to the maximum extent permissible by applicable law.

Any sections in these Terms that, either explicitly or by their nature, must remain in effect even after termination of these Terms, shall survive termination.

Third Party Rights

You acknowledge and agree that the owners of the Content and certain distributors are intended beneficiaries of the Terms and have the right to enforce these Terms directly against you. Other than as set out in this section, the Terms are not intended to grant rights to anyone except you and us, and in no event shall these Terms create any third party beneficiary rights. Furthermore, the rights to terminate, rescind,

or agree to any variation, waiver, or settlement of the Terms are not subject to the consent of any other person.

Entire Agreement

Other than as stated in this section or as explicitly agreed upon in writing between you and us, these Terms constitute all the terms and conditions agreed upon between you and us and supersede any prior agreements in relation to the subject matter of these Terms, whether written or oral.

If you don't comply with these Terms, and we don't take action right away, that doesn't mean we're giving up nor waiving any rights that we may have, such as taking action in the future. Unless as otherwise stated in these Terms, should any provision of these Terms be held invalid or unenforceable for any reason or to any extent, such invalidity shall not in any manner affect or render invalid or unenforceable the remaining provisions of these Terms, and the application of that provision shall be enforced to the extent permitted by law.

Any failure by us or any third party beneficiary to enforce these Terms or any provision thereof shall not waive our right or the applicable third party beneficiary's right to do so.

As used in these Terms, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation."

Nothing in these Terms removes or limits our liability for fraud, fraudulent misrepresentation, death, or personal injury caused by its negligence, and, if required by applicable law, gross negligence.

Warranty Disclaimer

YOU UNDERSTAND AND AGREE THAT THE WEBSITE (INCLUDING THE SERVICE AND CONTENT (IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. WE AND ALL OTHER OWNERS OF THE CONTENT MAKE NO REPRESENTATIONS AND DISCLAIM ANY WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER WE NOR ANY OWNER OF CONTENT WARRANT THAT THE WEBSITE SERVICE IS FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. IN ADDITION, WE MAKE NO REPRESENTATION NOR DOES WE WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY APPLICATIONS (OR THE CONTENT THEREOF), CONTENT, DEVICES OR ANY OTHER PRODUCT OR SERVICE ADVERTISED, PROMOTED OR OFFERED BY A THIRD PARTY ON OR THROUGH THE WEBSITE (INCLUDING THE SERVICE AND CONTENT) OR ANY HYPERLINKED WEBSITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING AND WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF THE FOREGOING.

NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY ON BEHALF OF US.

THIS SECTION APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

POSTS (INCLUDING WITHOUT LIMITATION COMMENTS) POSTED ON THE WEBSITE ARE THOSE OF THEIR RESPECTIVE SITE USERS ONLY. POSTS DO NOT NECESSARILY REPRESENT OR REFLECT OUR VIEWS. THE RELEASEES ARE NOT RESPONSIBLE FOR, AND DISCLAIM ALL LIABILITY IN RELATION TO, POSTS POSTED, UPLOADED, SUBMITTED, SHARED OR OTHERWISE MADE AVAILABLE ON THE WEBSITE.

THE RELEASEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES WHATSOEVER ARISING FROM, CONNECTED WITH, OR RELATING TO THE WEBSITE. YOU EXPRESSLY ACKNOWLEDGE THAT WE HAS ENTERED INTO THIS AGREEMENT WITH YOU (AND ALSO WITH YOUR PARENT/LEGAL GUARDIAN ON YOUR BEHALF IF YOU ARE UNDER THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE) AND MAKE THE WEBSITE AVAILABLE TO YOU, IN RELIANCE UPON THE

LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU (AND ALSO WITH YOUR PARENT/LEGAL GUARDIAN ON YOUR BEHALF IF YOU ARE UNDER THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE) AND US. YOU (AND YOUR PARENT/LEGAL GUARDIAN ON YOUR BEHALF IF YOU ARE UNDER THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE) EXPRESSLY AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN WILL SURVIVE, AND CONTINUE TO APPLY IN THE CASE OF A FUNDAMENTAL BREACH OR BREACHES, THE FAILURE OF ESSENTIAL PURPOSE OF CONTRACT, THE FAILURE OF ANY EXCLUSIVE REMEDY, OR TERMINATION OF THESE TERMS.

Choice of Law

The law in the province of Ontario in Canada will govern all disputes arising out of or relating to these Terms, regardless of conflict of laws rules. Any legal disputes will be resolved exclusively in the provincial courts in the City of Toronto, Ontario, Canada, and you and we consent to the exclusive personal jurisdiction in these courts.

To the extent that applicable local law prevents certain disputes from being resolved in a court in the city of Toronto, then you can file those disputes in your local courts. Likewise, if applicable local law prevents your local court from applying Ontario law to resolve these disputes, then these disputes will be governed by the applicable local laws of your country, state, or other place of residence.

By law, you have certain rights that can't be limited by a contract like the terms and conditions of this website. These Terms are in no way intended to restrict those rights.

CLASS ACTION WAIVER

WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and we agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

7. Contact Us

If you have any questions regarding these Terms, our Service, or any Content concerns, please contact us:

Email: info@artsunite.ca

Phone Number: 1 (844) 970-ARTS

1 (844) 970-2787

Contracting Entity:

Toronto Artscape Inc. 130 Queens Quay East, Toronto, ON