

Terms of Service

When you visit the ionsmallbusiness.com website or any portion thereof, provide us your information, and/or participate in the memberships offered by iOnSmall Business, owned and operated by SBRC (Small Business Resource Centre), you expressly agree to the terms of this agreement (“Agreement”) and our Privacy Policy

1. **Third-party products and services**

From time to time, we may allow third parties to promote their products or services through our website, e-newsletters or otherwise. The provision of such products and services is governed solely by the terms of use provided by such third parties. It is your responsibility to review, acknowledge and comply with any third party terms of use. All such products and services are provided “AS IS” and we make no representations or warranties related to such products or services. We assume no responsibility related directly or indirectly to the provision of products and services by a third party, and you hereby release us from any responsibility or liability related thereto.

2. **Information; Qualification**

You hereby represent, warrant and covenant that (i) all information you provide to us is accurate in all respects and our reliance on the information you provide is justified, (ii) you are at least eighteen (18) years of age, (iii) you will maintain and promptly update the information you provide to keep it accurate, current and complete, and (iv) you have read and agree to these terms and the terms of our Privacy Statement.

3. **Ownership**

Unless otherwise noted, all content on our website, in our e-newsletters and in materials we provide is owned by, licensed to, or otherwise used with permission by iOnSmall Business and or SBRC (including without limitation, iOnSmall Business and SBRC and the iOnSmall Business and SBRC logo) and is protected by worldwide copyright laws, as well as applicable laws protecting trademarks, servicemarks, trade names and trade dress. The compilation (meaning the collection, arrangement, and assembly) of all content on our website is also the exclusive property of iOnSmall Business and SBRC and is protected by worldwide copyright laws. You may use any of the foregoing content only for your personal, non-commercial use. No modification or further reproduction is permitted without our express written consent. We use reasonable efforts to ensure that such content is complete, up-to-date and accurate; however, we make no representations, warranties, or assurances about the accuracy or completeness of such content.

4. **Other Web sites**

Our Web site, e-newsletters and/or other communications with our members may contain links or references to other Web sites. We do not endorse and are not responsible for the content, practices or products sold on any other Web site. We are not liable for any resulting damages or injury, and you hereby release us from any liability related to such other Web sites. Your use of other Web sites is subject to the terms, conditions and privacy practices of those Web sites.

5. Indemnification

You agree to indemnify, defend and hold us, our affiliates and our respective directors, officers, employees and agents harmless from and against any and all losses, claims, damages, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly from or related to your participation in our memberships and/or your use of our Web site.

6. Disclaimer; Limitation of Liability

You agree that your participation in our memberships and/or the use of our website is at your sole risk. You understand that you are solely responsible for any damage to your computer system or loss of data that results from any material and/or data downloaded from our website or otherwise. We do not warrant that the function or operation of our website will be uninterrupted or error-free, that defects will be corrected, or that our website or the server that makes it available will be free of viruses or other harmful elements. As a user of our website, you assume full responsibility for any costs associated with its use.

We are providing our memberships and our website to you "as-is", without warranties of any kind. We do not warrant the accuracy, completeness, currentness, noninfringement or availability of our memberships or website, nor do we warrant that our website or our e-newsletters will be free of viruses or other harmful components.

We disclaim any and all implied warranties of title, merchantability or fitness for a particular purpose, other than those implied warranties that are incapable of exclusion or limitation under the law applicable to this agreement.

In no event shall we, our officers, directors, employees, agents, representatives or affiliates, be liable for any direct, indirect, incidental, special or consequential damages arising out of your participation in our memberships or use of our website even if we are advised beforehand of the possibility of such damages; it being understood, however, that this disclaimer and limitation of liability will not apply to the extent such liability is incapable of exclusion, restriction or modification under the laws applicable to this agreement. You agree that you will not hold us responsible for any selection or retention of, or the acts or omissions of third parties in connection with your participation in our memberships.

7. Compliance with Law

You agree to comply with all applicable laws, rules and regulations in connection with your participation in our memberships and use of our website, and will not engage in any act that has an adverse impact on the performance or availability of our memberships or our Web site.

8. Certain Rules of Conduct

You agree not to link to or post on our website any content which (i) is defamatory, obscene, pornographic, abusive, harassing or threatening, (ii) contains viruses or other contaminating or destructive features, (iii) infringes any copyright, trademark, patent, trade secret or violates any right of privacy or publicity, or (iv) otherwise violates any applicable federal, state or local law, regulation or rule. We reserve the right to delete, move or edit any information you provide that we determine, in our sole discretion, violates this Agreement or is otherwise unacceptable to us.

9. Termination

We reserve the right (but have no obligation) to terminate your participation in our memberships if we believe that you have violated the terms of this Agreement.

10. Miscellaneous

Our Privacy Statement and this Agreement shall constitute the entire agreement between you and us relating to the subject matter hereof, and supersedes all prior agreements related to the subject matter hereof. You hereby waive any objection that you may now or hereafter have to the venue of any such suit or any such court or that such suit was brought in an inconvenient forum. Our failure to exercise or enforce any right or provision hereof shall not constitute a waiver of such right or provision. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the other terms shall remain in full force and effect. In any action to enforce this Agreement, the prevailing party will be entitled to costs and reasonable attorneys' fees.

11. RSS Feed Provision

By downloading a really simple syndication ("rss") feed (the "service") from ionsmallbusiness.com, you are consenting to be bound by and are becoming a party to this agreement, including but not limited to subparagraphs (a) – (h) of this section 11. If you do not agree to all of the terms of this agreement, do not download the service. If these terms are considered an offer, acceptance is expressly limited to these terms.

(a) GRANT. Subject to the terms of this Agreement and, unless otherwise consented to by iOnSmall Business and SBRC, iOnSmall Business and SBRC hereby grants you, during the Term, a revocable, nontransferable, nonsublicensable, royalty-free, nonexclusive license to display on your Web site ("Site") the headlines, active links, or other source identifiers, and other information or materials, including any promotional taglines that you specifically select to receive from iOnSmall Business and SBRC (collectively, the "Content") through the Service provided that

(i) you do not alter, edit, or delete any of the headlines or any other information or materials provided in the Service and you do not alter the method(s) in which any iOnSmall Business and SBRC web page opens; (ii) you provide a functional link to the corresponding iOnSmall Business and SBRC web page and also provide reasonable attribution of such material from the Service to iOnSmall Business and SBRC; (iii) you agree that your usage of the Service does not indicate, in any manner whatsoever, that iOnSmall Business and SBRC promotes or endorses any third party, causes, ideas, web sites, or products and/or services; and (iv) you agree that you will not use any material obtained from such Service in conjunction with any content in any form whatsoever that defames iOnSmall Business and SBRC or damages the reputation of iOnSmall Business and SBRC, as determined by iOnSmall Business and SBRC in its sole discretion. iOnSmall Business and SBRC may restrict, suspend or terminate your access to any aspect or all of the Service at any time without liability. iOnSmall Business and SBRC reserves the right to modify the Service at any time within iOnSmall Business's and SBRC's sole discretion. You acknowledge that the Service availability is subject to change at iOnSmall Business's and SBRC's sole discretion.

(b) RESERVATION OF RIGHTS. The Service is protected by the copyright laws of the United States and international copyright treaties. As between the parties, title, ownership rights, and intellectual property rights in and to the Service, and any copies or portions thereof, shall remain in iOnSmall Business and SBRC. In addition, any additional programming or technology provided by iOnSmall Business and SBRC in connection with the delivery of the Service or otherwise shall remain the sole property of iOnSmall Business and SBRC and no part thereof shall be deemed assigned or licensed to you. iOnSmall Business and SBRC shall retain all rights to the Service not expressly granted to you under subparagraph (a) of this Section 11 of this Agreement.

(c) RESTRICTIONS. Except as expressly set forth in this Agreement and/or unless otherwise consented to by iOnSmall Business and SBRC, you may not, directly or indirectly: (a) sell, modify, translate, copy, publish, transmit, distribute or otherwise disseminate the Service or any portion thereof; or delete or fail to display any promotional taglines included in the Service; (b) rent, lease, or otherwise transfer rights to the Service; (c) display the name, logo, trademark or other identifier of another person (except for iOnSmall Business and SBRC or you) on your Site in such a manner as to give the viewer the impression that such other person is a publisher or distributor of the Service on the Site; (d) remove, conceal or obliterate any copyright or other proprietary notice or any credit-line or date-line or other mark or source identifier included on the Service, including without limitation, the size, color, location or style of iOnSmall Business's and SBRC's marks; (e) encumber or suffer to exist any lien or security interest on the subject matter of this Agreement; (f) make any representation or warranty on behalf of iOnSmall Business and SBRC; or (g) use the Service on any Site that contains nudity or pornographic material of any kind, displays material that exploits children under the age of 18 promotes or provides instructional information about illegal activities or physical harm or injury against any group or individual, or use the Service in any manner that is obscene, defamatory, libelous, invasive of personal privacy or misleading.

Unless otherwise permitted by iOnSmall Business and SBRC, you will: (i) display the Service on your Site in the exact form received by you, and not modify or edit any of the foregoing without iOnSmall Business's and SBRC's prior written consent; (ii) ensure that the fundamental meaning of the Service is not changed or distorted; (iii) comply with all applicable laws and all limitations and restrictions (if any) placed by iOnSmall Business and SBRC on the use, display or distribution of any Service ("Usage Restrictions"); (iv) give iOnSmall Business and SBRC complete and accurate registration information when requested to do so; and (v) not archive any of the Service for access by users at any future date after the Service has been removed from your Web site. You acknowledge that the service must link and redirect to the appropriate iOnSmall Business and SBRC Web page when a user clicks on the Service (e.g. a headline). You shall not display the Service in such a manner that does not allow for successful linking and redirection to, and delivery of, iOnSmall Business's and SBRC's Web page, nor may you frame any iOnSmall Business and SBRC Web page. You must always stipulate that the Service is supplied by iOnSmall Business and SBRC and is protected by copyright and owned by iOnSmall Business and SBRC.

In addition to the other terms of this Agreement, iOnSmall Business and SBRC assumes no liability for your activity in connection with the Services and the Service or for the development, operation, and maintenance of your Site. Any fraudulent, abusive, or otherwise illegal activity will be grounds for termination of this Agreement. You will not attempt to hide your identity, represent yourself as someone else, compromise or attempt to compromise the security of any account, or interfere or attempt to interfere with the proper working of Services. If you use, or attempt to use, any Service beyond the scope of the license granted in this Agreement, or beyond the scope expressly granted by iOnSmall Business and SBRC, or attempt to, tamper, hack, spoof, use robots or scripts, copy, distribute, modify, or otherwise corrupt the administration, security, or proper function of any part of the Service, then, in addition to termination of this Agreement, you may be subject to appropriate legal and equitable action.

(d) **WARRANTY DISCLAIMER.** You represent and warrant to iOnSmall Business and SBRC that your Mark(s) and/or content on your Web site, other than the Service, do not and will not infringe any trademark, service mark, copyright, right to publicity, right of privacy or other intellectual property right of a third party, constitute false, deceptive or unfair advertising or disparagement under applicable law, or fail to comply with applicable laws and regulations (including, for example, licensing requirements and administrative or professional rules). iOnSmall Business and SBRC shall not be liable for any claims or actions arising from any Content included in the Service that has been edited by you in any way. In addition, iOnSmall Business and SBRC makes no representations concerning any interruption in Service. iOnSmall Business and SBRC provides the service and content on an "as is" and "as available" basis without warranty of any kind, and iOnSmall Business and SBRC hereby disclaims all implied warranties, including without limitation warranties of merchantability, fitness for a particular purpose, performance, course of dealing or usage of trade, accuracy or reliability. This disclaimer of warranty constitutes an essential part of this agreement.

(e) **LIMITATION OF LIABILITY.** Under no circumstances and under no legal theory, tort, contract, strict liability, or otherwise, shall iOnSmall Business and SBRC be liable to you or any other person for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for lost profits, loss of goodwill, work stoppage, accuracy of services, content or results, computer failure or malfunction, damages resulting from disabling of the service related to non-payment of license fees, cost of procurement of substitute goods, or any and all other commercial damages or losses. In no event will iOnSmall Business and SBRC be liable for any damages in excess of the fees paid by you (if any) in connection with the service, even if iOnSmall Business and SBRC shall have been informed of the possibility of such damages, or for any claim by any other party. To the extent that the foregoing limitation is not applicable for any reason, the liability of the providers, third party content providers and their respective agents shall be limited to the greatest extent permitted by law.

Neither party will be liable for any failure to perform any obligation (other than payment obligations) hereunder, or from any delay in the performance thereof, due to causes beyond its control, including industrial disputes of whatever nature, acts of God, public enemy, acts of government, failure of telecommunications, fire or other casualty.

(f) **INDEMNITY.** You hereby agree to fully indemnify, defend and hold iOnSmall Business and SBRC and its parent and affiliates and their respective officers, directors, employees, agents and licensors (collectively, the "Provider Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including attorneys' fees) incurred by you in connection with: (i) any use or alleged use of the Service through your account by any person, whether or not authorized by you; or (ii) the operation and content on your Site or (iii) any breach of your representations and warranties and other covenants under this Agreement. IOnSmall Business and SBRC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with iOnSmall Business's and SBRC's defense of such claim.

(g) **TERMINATION.** Unless otherwise agreed to by iOnSmall Business and SBRC, iOnSmall Business and SBRC may restrict, suspend or terminate the Service, this Agreement, the license granted herein, or your access to any aspect or all of the Service at any time without prior notice of any kind and without liability. You agree to destroy or return to iOnSmall Business and SBRC all copies of the Service and all Proprietary Information promptly upon learning of such Termination. Subparagraphs (c) – (f) of this Section 11 of this Agreement shall survive termination of this Agreement.

(h) iOnSmall Business and SBRC is not responsible for any costs or liability associated with making a connection (by any means) to the Internet, the Service or other online service, or network. You certify you are legally permitted to use the Services and access the Service, and you are an individual, you are over 18 years of age. You take full responsibility for the selection and use of the Services and access of the content. This Agreement is void where prohibited by law, and the right to access the Service is revoked in such jurisdictions. Nothing in this Agreement will be deemed to limit or restrict iOnSmall Business and SBRC from entering into

agreements with any other person covering services similar to your Site or from offering such similar services itself. The parties hereto are independent contractors, and nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. You have no authority to make or accept any offers or representations on our behalf and you shall not make any statement, on your site or otherwise, that conflicts with this Agreement.

12. **Modifications**

We reserve the right to modify this Agreement at any time or to add any conditions, and will make available such modifications on our website. Your subsequent participation in our memberships or use of our website shall be deemed an unconditional acceptance of such revised Agreement. Please contact us with questions at any of the following:

ionsmallbusiness.ca

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