# Terms of Use

# Effective 29 August 2017

### Use of the Website Is Acceptance of the Terms of Use

- 1. By accessing www.shorefast.org (the "Website") you, the user, are agreeing to be bound by the following Terms of Use and you agree that you will not use the Website for any purpose that is unlawful or prohibited by these Terms of Use.
- 2. The owner of the Website, Shorefast Foundation ("Shorefast"), may revise these Terms of Use at any time without notice. By using the Website you agree to be bound by the then current version of the Terms of Use.

## Spam and Privacy

3. Either through your use of the Website or through your making of an inquiry or signing up to our newsletter through the Website, we may collect, store and/or use certain types of information about you. Please view our Privacy Policy for more details on the types of information we collect, the purposes for which we collect such information, and our policies and procedures with respect to requesting, handling and using that information.

#### **Copyright and Trademarks**

- 4. All material on the Website is copyrighted, including photographs, videos, graphics, images, text and links to files in portable document format (.pdf). All copyrights are owned by Shorefast or the original creator of the material. However, you are free to view, copy, print and distribute Shorefast's material from the Website, so long as:
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  - (b) the material is stored temporarily on a single computer;
  - (c) the material is printed solely for your own personal purposes;
  - (d) the material is used for non-commercial purposes only;
  - (e) copies of any material include Shorefast's copyright notice; and
  - (f) you agree that you do not own or acquire any ownership rights in any downloaded or copied material.
- 5. All material found in the pages of the Website is protected under national and international copyright laws.
- 6. All names, words, titles, phrases, logos, icons, graphics or design are trademarks or tradenames of Shorefast. You may not use these or any other trademark of Shorefast without prior written permission from Shorefast.
- 7. Any unauthorized downloading, transmission, republication or other copying or modification of material posted on the Website, including trademarks, trade names and service marks, may violate federal, common or civil law and may result in legal action.

#### **Disclaimer of Warranties**

- 8. All information, material and software algorithms contained on the Website, or which may be downloaded from the Website, including text, graphics and hyperlinks, are provided "as is" and "as available".
- 9. All information and material contained on the Website are believed to be accurate and complete at the time it is posted. Although Shorefast attempts to ensure that all information and material remain current and accurate, they are subject to change without notice.

10. Shorefast expressly disclaims liability for any errors or omissions in, and does not warrant the accuracy, adequacy, completeness and/or currency of, any of the information and material on the Website.

#### **Exclusion of Liability**

- 11. In no event will Shorefast be liable for any damages, including without limitation, direct or indirect, special, incidental, moral or consequential damages, or any loss of profits, data, opportunities or expenses arising out of or in any way relating to:
  - (a) the Website, including any software or hyperlinked third party websites; and
  - (b) your use or inability to use the Website, including any software or hyperlinked third party websites, because of interruption, defect, delay in operation or transmission, computer virus or a failure of the line or system.

## **Links to Third Party Websites**

- 12. Shorefast is not responsible for the content of any linked third party website connected to the Website. Such links are provided as a convenience to the user of the Website, but the inclusion of any link does not imply any endorsement, investigation, monitoring or verification by Shorefast of the linked website or any information or opinions contained in it.
- 13. Use of third party websites is at the user's own risk.
- 14. Certain links on the Website will direct the user to websites operated by Shorefast or by ones of its affiliates. These websites may contain separate terms and conditions related to the user's access and use. These websites will be governed by their own terms and conditions, as applicable.

### **Governing Law**

15. Any claims or issues relating to the Website shall be governed according to the laws of the Province of Newfoundland and Labrador.