

TERMS AND CONDITIONS
THE CANADIAN SPORT MASSAGE THERAPISTS ASSOCIATION
WEB SITE TERMS AND CONDITIONS OF USE

1. Not Medical Advice

a. The Web Site OR Content do not provide medical ADVICE. The Web Site or Content (as defined herein) are for general informational purposes only and is not intended to be a replacement or substitute for the standard practices, professional judgment, skill and expertise of a health professional, or for professional medical advice, diagnosis, or treatment. Users should consult an appropriate medical or other professional adviser as to the applicability of any particular technique, practice or information referred to on the Web Site or in the Content to the User's particular circumstances. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking medical advice as a result of the Web Site or Content. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY. User understands and acknowledges that many factors unknown to the CSMTA may affect the application of any statement, comment or information that is made available through the Web Site or the Content to any User's particular circumstances. It is the sole responsibility of each user to obtain health care for himself or herself, and CSMTA does not assume, and actively disclaims, responsibility for how the information provided by on this site may be used, including as the basis for care, and CSMTA assumes no, and actively disclaims, all responsibility whatsoever with respect to the usage of such information, which information is provided with no representations, warranties, or conditions, whether expressed or implied.

b. Communication with the CSMTA (as defined in Section 2(a) below) and its partners, licensors, agents, content providers, service providers, employees, officers, directors or representatives as provided by the Web Site or Content (as defined herein) is for general informational purposes only and is not intended to provide a means to communicate professional medical advice, diagnosis, or treatment. The CSMTA is not a medical provider and cannot give you medical advice or provide any information concerning the diagnosis or treatment of any health condition. The CSMTA and its partners, licensors, agents, content providers, service providers, employees, officers, directors or representatives are under no obligation to respond to these communications.

c. The CSMTA does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be referred to on or in the Web Site or Content. Reliance on any information provided by the CSMTA Representatives (as defined herein), Web Site, or Content or others appearing on the Web Site or other visitors to the Web Site is solely at the User's (as defined below) own risk.

2. General

a. Please read these terms and conditions carefully. The terms and conditions set out herein govern User's use of and access to THE CANADIAN SPORT MASSAGE THERAPISTS ASSOCIATION (or as defined below, the "CSMTA") through the online sites csmta.ca and any chapter subdomain site such as quebec.csmta.ca (the "WEB SITE") operated and administered by the CSMTA. By each visit or access to or use of this Web Site, including without limitation to access, use, and/or download messages, information, data, text, software or images, or other materials (including without limitation as found in RSS feeds, podcasts, webcasts, audio clips and streams, video clips and streams, databases, blogs, newsletters, journals, forum

posts, glossaries, and e-learning modules, manuscripts, and posted Content) from this Web Site, or to send messages, information, data, text, software or images, or other materials to the Web Site (collectively, "CONTENT") (collectively, "USE" of the Web Site), you agree on your own behalf, and on behalf of any entity on whose behalf you may act, to accept and abide by the Terms and Conditions for each Use of and each visit to this Web Site. This Web Site is provided by CSMTA solely for the limited purposes identified in the terms and conditions and its use is conditional on User's acceptance thereof (collectively the "TERMS AND CONDITIONS"). If User does not agree to abide by these Terms and Conditions, the User shall not use this Web Site or access the Content.

b. The CSMTA is a not for profit corporation incorporated under the laws of Canada, with its national office located at 420 Main St. E., Suite 469, Milton Ontario L9T 5G3 and represents members of the massage therapy profession in Canada through the co-operation and co-ordination of information and programming among its provincial divisions. For the purposes of these Terms and Conditions, "CSMTA" includes, collectively, the CSMTA Education Program, and any chapter organization endorsed and supported by the CSMTA; any published documents and or journals (collectively, "CSMTA", "we" or "us").

c. The Web Site and Content are for your benefit as a viewer of the Web Site and/or as a member of the CSMTA (hereinafter a "USER") and contain information of interest to the general public and the chiropractic profession.

3. Changes to the Web Site

a. The CSMTA has the right, in its sole discretion, to add to, remove, modify or otherwise change any part of the Terms and Conditions, in whole or in part, at any time. Changes will be effective when notice of such change is posted at the applicable Web Site. It is User's responsibility to check the Terms and Conditions regularly to determine whether any changes have been made; please check the Terms and Conditions frequently for updates by checking the date of the "Last Update" at the top of this document. If any term, condition or any change to the Terms and Conditions is not acceptable to User, User must discontinue its use of the Web Site immediately. User's continued use of the Web Site after any such changes are posted will constitute acceptance of those changes. The Terms and Conditions apply exclusively to User's use of the Web Site and do not alter the terms or conditions of any other agreement User may have with the CSMTA.

b. The CSMTA may, at any time without notice or liability, and for any reason whatsoever, terminate, change, suspend or discontinue any aspect of the Web Site, including

i. removing, adding, modifying, or changing the availability of, restricting access to, or imposing limits on any or all features on, or links to, the Web Site, or

ii. adding, removing or changing any fees or charges for use of the Web Site or any feature of the Web Site;

iii. removing, adding, modifying or otherwise changing any Content on this Site, including without limitation editing or refusing to post any Content, in whole or in part, that in the sole discretion of the CSMTA is objectionable or in violation of the Terms and Conditions. Without limiting the foregoing, the CSMTA reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Web Site at any time without notice, but confirms that it has no duty to do so. The CSMTA and its service providers will also have the right to terminate User's use of the Web Site as set out below under the heading "Termination of Use".

c. User agrees to have the Terms and Conditions and any related information made available to him/her, and to otherwise have communications between User and the CSMTA occur, electronically.

4. Permitted Use

a. User is granted a non-exclusive, non-transferable, non-sub-licensable, revocable, limited license to copy, download, display on his/her computer, print, and use the Content only for informational purposes and solely for: (a) User's own personal use; (b) academic or teaching purposes; or (c) User's organization or company internal use. Except as provided herein, no other use is permitted.

b. User shall not modify the Content from the form as presented on the Web Site without acknowledging the source of the Content so modified (the "USER MODIFICATIONS"). Any User Modifications shall be made solely to the extent necessary to adapt the Content to User's own personal use. Any User Modification shall not modify, edit or delete any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content.

c. With respect to podcasts and webcasts specifically, and without otherwise limiting these Terms and Conditions:

i. CSMTA's podcast content may be downloaded to your computer and/or transferred to your portable MP3 player solely for your private, non-commercial use, as described in Section 4(a) above. Any other uses, including without limitation the incorporation of advertising into or the placement of advertising associated with or targeted towards CSMTA's podcast or webcast content, is strictly prohibited. You may not edit or modify or redistribute CSMTA's podcast or webcast content (for greater certainty, notwithstanding Section 4(b) above). No redistribution of CSMTA's podcast or webcast content is permitted.

ii. Without limiting Section 4 hereunder, CSMTA's podcast and webcast content is protected by Canadian and international copyright laws. CSMTA owns all rights including copyright to the podcast and webcast content, and all logos and trademarks used in connection with the podcast and webcast.

iii. CSMTA reserves the right to discontinue providing any or all of the CSMTA podcast and webcast content at any time and to require you to cease using any or all of the CSMTA podcast and webcast content for any reason.

iv. CSMTA assumes no liability for any of your activities in connection with the CSMTA podcast or webcast content with your web site, computer, MP3 player, or any other devices or software.

d. All rights not expressly granted by the Terms and Conditions are reserved to the CSMTA.

5. Restricted Uses

a. User may not:

i. include any Content in or with any product or service that User creates or distributes;

ii. copy any Content onto User's own or any other web site;

iii. use the Web Site in any manner that could damage, disable, overburden, impair, interfere with the security of, negatively affect the functioning of, or otherwise abuse, the Web Site, system resources, accounts, servers, networks, affiliated or linked sites, connected to or accessible through the Web Site (including without limitation uploading, posting or otherwise transmitting on the Web Site computer viruses, Trojan horses, worms or other files or computer programs which are potentially harmful, disruptive or

destructive or that may impose an unreasonable or disproportionately large load on the Web Site's infrastructure; or using any robot, spider or other automatic program or device, or manual process to monitor, copy, summarize, or otherwise extract information from the Web Site or the Content in whole or in part);

iv. use the Web Site, the Content or User Modifications in any manner that infringes upon the legal rights of any other person (including privacy and personality rights, copyright, moral rights, and other intellectual property rights), that is unlawful, that violates any right of the CSMTA, its partners, licensors, content providers, service providers or contractors, that is prohibited in the Terms and Conditions (including by accessing the Web Site from any location where such access may be illegal or prohibited), that is unethical, indecent, offensive, defamatory, derogatory, fraudulent, deceptive, harmful, abusive, threatening, vulgar, profane, pornographic, obscene, sexually explicit, sexist, racist, hateful, offensive, harassing, invasive of the privacy rights of others (this includes the posting of any materials that depict, encourage, indicate, advocate or tend to incite any such conduct), that is otherwise objectionable or which does not respect the legal rights and interests of others;

v. use the Web Site, the Content or User Modifications in any data matching or data mining, including without limitation the collection or use of information about other users (including their email addresses) without their consent;

vi. post or submit any materials to the CSMTA or the Web Site which would violate any of the restrictions set out in the Terms and Conditions;

vii. use the Web Site for commercial purposes or activities, including, without limitation:

a. selling or offering to sell any goods or services;

b. soliciting for advertisers or sponsors;

c. conducting contests, gaming or gambling or offering prizes, awards or any other incentives to any person;

d. displaying advertising or sponsorship banners, including those generated by banner or link exchange services;

e. soliciting for donations; or

f. use of unauthorized or unsolicited junk mail, spam, chain letters, pyramid schemes or any other form of solicitation; or (viii)

viii. use the Web Site in any manner that may:

a. harm, threaten, harass, abuse or intimidate any other person in any way or involve materials that depict, promote, encourage, indicate, advocate or tend to incite the commission of a crime or other unlawful activities, violence, hatred, cruelty or discrimination against any individuals or groups, for any reason, or any act of cruelty to animals;

b. dilute or depreciate the name and reputation of the CSMTA, any Marks (as defined herein), partners, licensors, content providers, service providers or contractors thereof, as applicable;

c. interfere with any other persons' use and enjoyment of the Web Site or of the Internet generally;

d. result in the circumvention or breach of any user authentication, password, security or control measures regarding the Web Site or any other Internet resource or computer system;

e. conceal or misrepresent the author or origin of any messages or communication, or that impersonate any person, or that falsely state or otherwise misrepresent an affiliation with any other person, including without limitation any CSMTA Representative (as defined below); or

- f. disclose images of any person or private information about any person (such as names, telephone numbers, email addresses, postal addresses, social insurance or other security number) without that person's permission.
- b. Except as provided herein, none of the Content may be copied, resold, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of the CSMTA or the intellectual property right owner. If User has questions about the Terms and Conditions, please send a request for clarification to the CSMTA using the provided Contact Us forms. PLEASE DO NOT EMAIL QUESTIONS REGARDING PERSONAL HEALTH CONCERNS.
- c. User may not, without the written permission of the CSMTA, "mirror" any Content on any other server.

6. Proprietary Information

- a. User acknowledges that contributors are an essential source of content for the CSMTA. Accordingly, User agrees that all Content is protected by copyright (either registered or arising at common law or under the applicable civil law) and owned or controlled by the CSMTA or contributors. User shall acknowledge the source of any Content used by him/her in accordance with the Terms and Conditions.
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- c. Certain names, words, titles, phrases, logos, icons, graphics or designs in the Web Site of the CSMTA constitute trade-marks, trade-names, trade dress and/or associated products and services of the CSMTA, its partners, any licensor, content provider, service provider or contractor of the CSMTA or any other third party (collectively the "MARKS") and may be protected in Canada and their display on the Web Site does not convey or create any license or other rights in the Marks. Any use of any of the Marks, in whole or in part, that are accessible via the Web Site without prior written authorization of the CSMTA or such third party is strictly prohibited.
- d. The CSMTA respects the intellectual property rights of others. If you believe that your work has been copied and appears on the Web Site in a way that constitutes infringement of your intellectual property rights, please notify us by using the provided Contact Us form. The CSMTA reserves the right to remove content that infringes upon the intellectual property rights of others and to terminate use of the Web Site as set out below under the heading "Termination of Use".

7. Disclaimers

- a. The Web Site and the Content are provided "AS IS" and as available basis; and that any access to, use of, modification to or reliance on the Web Site and the Content shall be at User's sole risk. The CSMTA and its partners, licensors, agents, content providers, service providers, employees, officers, directors or representatives ("CSMTA REPRESENTATIVES"), cannot and do not guarantee and do not make any, and expressly disclaim, all representations, warranties, covenants and conditions, express or implied, by operation of law or otherwise, with respect to the Web Site or Content, including without limitation:

- i. any implied warranties and conditions of merchantability, merchantable quality, quality in general, or fitness for any particular purpose, or non-infringement, or any implied representations or warranties arising out of course of performance, course of dealing or usage of trade;
- ii. that the Web Site or Content will meet User's requirements or will be compatible with User's computer or related equipment, photograph equipment or software;
- iii. that the Web Site or Content is accurate, valid, reliable, authentic, current, complete, authenticated, or confirmed;
- iv. that the Web Site or Content does not infringe intellectual property rights; or
- v. that the Web Site will continue to operate, operate without interruptions or be error-free.

b. It is the sole responsibility of each User to obtain health care for himself or herself, and the CSMTA does not assume, and actively disclaims, responsibility for how the information provided by on this Web Site may be used, including as the basis for care, and CSMTA assumes no, and actively disclaims, all responsibility whatsoever with respect to the usage of such information, which information is provided with no representations, warranties, or conditions, whether expressed or implied.

c. In addition, the CSMTA Representatives make no representation or warranty that the Web Site or Content is appropriate or available for use at any location. Accessing the Web Site or Content from locations where its contents are illegal is prohibited. Those who choose to access the Web Site or Content from locations other than Canada do so on their own initiative and are responsible for compliance with local laws.

d. User understands and agrees that the CSMTA Representatives cannot and do not guarantee or warrant that Content available for downloading from the Web Site will be free from infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. User is responsible for implementing sufficient procedures and checkpoints to satisfy User's particular requirements for the prevention of such contaminating or destructive code, and for the accuracy of data input and output, and for maintaining a means external to the Web Site for the reconstruction of any lost data. The CSMTA Representatives do not assume any responsibility or risk for User's use of the Internet.

e. User is solely liable and responsible for any and all claims and demands made by any other person arising out of, in connection with, or relating to User's use of the Web Site or Content, User Modifications or Content, User's breach of the Terms and Conditions, User's violation or infringement of the rights of others, or User's violation of any applicable civil or criminal law. The CSMTA Representatives disclaim any and all responsibility and liability regarding all such matters.

f. User agrees that he/she is solely responsible for actions and communications undertaken or transmitted in the course of his/her usage of the Web Site, User Modifications, and Content, and that User will comply with all laws that apply or may apply to his/her use of or activities on the Web Site or in respect of the Content or the User Modifications. For greater clarity, this includes any Content a User provides to the CSMTA through the Web Site or otherwise provides to the CSMTA. The CSMTA may investigate occurrences which may involve violations of such laws, and may involve, and co-operate with, law enforcement authorities in prosecuting users who are involved in such violations. The CSMTA reserves the right at all times to disclose any information (including User's personal information) regarding his/her usage of the Web Site or Content (including any perceived violations of applicable law), in each

case as may be permitted or required by applicable law, including as necessary to satisfy any request authorized by applicable law.

8. Linked Web Sites and Framing

a. Certain links on the Web Site may take User to other web sites. The CSMTA provides these links only as a convenience. The CSMTA is not responsible for the content of any such linked pages. The CSMTA makes no representation or warranty regarding, and does not endorse or approve, any linked web sites, the information appearing thereon or any of the products or services described. Should User leave the Web Site via a link contained herein, and view content that is not provided by or on behalf of the CSMTA, User does so at User's own risk and it is User's responsibility to take all protective measures to guard against viruses and other destructive elements.

b. User is granted a limited, nonexclusive right to create a hyperlink to the Web Site. User agrees that if User links his/her web sites to the Web Site, User or User's web sites shall not (a) create frames around any part of the Web Site or use other techniques that alter the visual presentation of this Web Site; (b) imply that the CSMTA is endorsing User or any other person, or User's or such other person's products or services; (c) without the prior written consent of the CSMTA, imply an affiliation between User or any other person, or User's or such other person's products or services and the CSMTA; (d) misrepresent the relationship of User or any other person with the CSMTA or present false, misleading, derogatory, defamatory or otherwise damaging information or impressions about the CSMTA or any of its products or services; or (e) contain materials that may be interpreted as distasteful, harmful, offensive, or inaccurate, or are otherwise in breach of the Terms and Conditions (including without limitation Section 5 (Restricted Uses)).

9. Limitation on Liability

a. User agrees that the CSMTA or the CSMTA Representatives shall not have any responsibility or liability in connection with the Web Site, the Content or the User Modifications to User or any other person or entity for any loss or damage whatsoever, incidental, indirect, punitive, exemplary, consequential or special damages (including, without limitation, damages for pain and suffering, emotional distress or similar damages, harm to business or reputation, loss of information or programs or data, loss of profit, loss of revenue or income, loss of salary or other compensation from employment), arising from or in connection with the use of or access to, or any inconvenience, delay or loss of use of or access to, the Web Site, the Content, the User Modifications, any content of any linked site, or failure of such sites, (including without limitation any damages suffered as a result of omissions or inaccuracies in such sites or content, or the transmission of confidential or sensitive information to or from such sites) even if the CSMTA or any CSMTA Representatives have been advised of the possibility of such damages or loss or if such damage or loss was foreseeable.

10. Indemnity

a. User will indemnify and hold the CSMTA or the CSMTA Representatives (the "INDEMNIFIED PARTIES") harmless from and against any claims brought by third parties arising out of User's use of the information accessed from the Web Site, and any breach of the Terms and Conditions by User, including any use of the Content or User Modifications other than as expressly authorized in the Terms and Conditions. User agrees that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use or

modification, and agrees to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and lawyers' fees of the Indemnified Parties in connection therewith.

11. Account Number and Password

a. User is responsible for maintaining the confidentiality of User's membership account information, including, without limitation, User's password. User is responsible for all uses of User's membership account, whether or not actually or expressly authorized by User.

12. Communications and Submissions (solicited and unsolicited)

a. All information that User provides through the Web Site or in connection with any material submitted, must be true, accurate, current and complete, and where applicable, must be updated by User promptly upon the occurrence of any change in such information.

b. The CSMTA and its service providers will rely on the information User provides. User will be responsible for any and all loss, damage, or additional costs that User, the CSMTA or its service providers or others may incur as a result of User's submission of any false, incorrect or incomplete information or User's failure to update his/her registration or other information that he/she submits via the Web Site.

c. Subject to any applicable law (and, in the case of personal information, the requirements of the CSMTA Privacy Statement), any communications sent by or to User via this Web Site or the CSMTA, whether solicited by the CSMTA or otherwise, are on a non-confidential basis, and the CSMTA shall be free to use and disclose the content of any such communication, including without limitation any ideas, inventions, concepts or know-how disclosed therein, for any purpose including without limitation developing, manufacturing and/or marketing goods and services. User agrees to not assert any ownership right of any kind in such communications (including without limitation copyright, trade-mark, patent, unfair competition, moral rights, or implied contract) and User hereby waives such moral rights in favour of the CSMTA as well as the right to receive any financial or other consideration in connection with such communication.

d. Without limiting the foregoing, if User submits a manuscript for publication (the "MANUSCRIPT"), User shall comply with the terms and conditions regarding submission and set out on the Web Site at <https://www.csmta.ca>. For greater certainty, User shall execute the copyright assignment and waiver of moral rights provided at [NTD: Insert hyperlink to revised copyright assignment] assigning all of the User's right title and interest in and to the Manuscript, including the right to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and otherwise exploit the Manuscript for any purpose whatsoever, commercial or otherwise, using any form, media or technology now known or later developed, without providing compensation to User or anyone else, without any liability whatsoever, and free from any obligation of confidence or other duties on the part of the CSMTA or its successors or assigns.

e. If User sends any unsolicited idea, suggestion or other material in any format ("SUBMISSIONS") to the CSMTA, or the Web Site, User automatically grants to the CSMTA and its successors and assigns a perpetual, royalty-free, irrevocable, unrestricted, non-exclusive, world-wide, right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and otherwise exploit the Submissions or any ideas, concepts, know-how or techniques associated with the Submissions for any purpose whatsoever, commercial or otherwise, using any form, media or technology now known or later developed, without providing compensation to User or anyone else, without any liability whatsoever, and free from any obligation of confidence or other duties

on the part of the CSMTA or its successors or assigns, and User agrees, represent and warrant that User shall waive all moral rights (including the right to be associated with the Submission) in the Submissions upon their submission to the Web Site.

13. Blog Terms

- a. CSMTA blog entries will all be written by internal authors and will be author-moderated. The CSMTA reserves the right to exercise editorial control over posted content, including without limitation removing, adding, modifying or otherwise changing any blog posting, in whole or in part, in the sole discretion of the CSMTA. By submitting a comment to a blog, User understands and agrees that the CSMTA may post the comment in its entirety, in an edited version, or not at all. Generally, any editing will be done primarily for purposes of clarity, length or deletion of offensive, inappropriate, or potentially defamatory material.
- b. Comments or opinions expressed on each blog are those of their respective contributors, and do not represent the views of the CSMTA. The CSMTA has no obligation to screen or censor any of the blog postings, although as described above the CSMTA reserves the right to do so from time to time. As a result, the CSMTA has no control over, and disclaims any responsibility and liability for, the truth, accuracy, or completeness of any posting, or the quality, safety or legality of the subject of the posting. Each person making a blog posting is solely responsible for the form, content and accuracy of such posting. In addition, because user authentication on the Internet is difficult, the CSMTA cannot and does not confirm that each user is who they claim to be. As a result, User acknowledges there may be, and assumes all, risks associated with dealing with other users with whom User comes in contact through the Web Site, including without limitation risk of harm in dealing with strangers, foreign nationals, underage persons or people acting under false pretenses.

14. Privacy

- a. The CSMTA respects Users' right to privacy. All information that the CSMTA may collect via the Web Site about User during User's visit to the Web Site, is subject to the CSMTA's Privacy Statement, which is incorporated by reference into the Terms and Conditions and can be viewed at csmta.ca.

15. Collection of Non-Personal Identification Information/Cookies

- a. The CSMTA may collect non-personal identification information about User via the Web Site. Non-personal identification information may include the browser name, the type of computer and technical information about User means of connection to the Web Site, such as the operating system and the Internet service providers utilized and other similar information.
- b. The Web Site uses "cookies" to help personalize and maximize your online experience. Cookies, small amounts of data which often include unique, non-personal identifiers, enable the Web Site to recognize you and to keep track of your preferences. Three types of cookies may be employed during your visit to the Web Site:
 - § "session" cookies, which are not permanently stored on your hard drive and are permanently deleted from your computer after two hours of inactivity or when you end your session, are used solely to help you to navigate around the Web Site; and
 - § "persistent" cookies, which remain on your computer so that the Web Site can recognize you when you return.
- c. The Web Site uses cookies for the following:
 - i. When you return to the Web Site, cookies enable us to retrieve the information you previously provided, so you can easily use the features that you customized. Because of our

use of cookies, we can deliver faster and more accurate results and a more personalized Web Site experience. For example, if you register for services a cookie helps us to recall your specific information (such as user name, password and preferences).

ii. When you watch a video clip or listen to an audio clip on through the Web Site, a cookie may take note of which media player (such as Real Player or Windows Media Player) and which type of clip (high or low bandwidth) you prefer to use on your computer. Note, however, that you can change your video and audio preferences at any time, or choose a player each time you view or listen to a clip.

iii. Some parts of the Web Site use cookies to track user traffic patterns. We do this in order to determine the usefulness of the Web Site's information to our users and to see how effective our navigational structure is in helping users reach that information. CSMTA does not correlate this information with data about individual users, nor does it share this information or sell it to any third party.

iv. We also use cookies to identify users who have been banned from using our forums for behaviour that contradicts these Terms and Conditions and to track click streams, for load balancing and to enable you to navigate through the Web Site using redirection pages.

v. Cookies are not used to run programs or to deliver viruses to your computer, are uniquely assigned to your computer, and can only be read by a web server in the domain that issued the cookie to you.

vi. Note that "persistent" cookies, primarily used to personalize your Web Site experience and save you time, will remain on your computer after you have left our Web Site and will expire when you log out of the Web Site, or 60 days after your last visit for security cookies.

vii. Please note that while most browsers are initially set to accept cookies, you have the ability to disable cookies if you wish, generally through changing your internet browser settings. It may also be possible to change your browser settings to enable acceptance of specific cookies. For more information on enabling and disabling cookies, please refer to the help section on your browser. If cookies are disabled it may mean that not all the services of this Web Site might be available.

16. Jurisdiction

a. The Web Site is hosted on servers maintained and protected by Wild Apricot and Siteground, and the Web Site is controlled by the CSMTA from the Province of Ontario, Canada. By accessing the Web Site, User agrees that this agreement is formed in the Province of Ontario, Canada, and that all matters relating hereto shall be governed by the laws of the Province of Ontario and the laws of Canada, without regard to the conflicts of laws principals thereof.

b. Any dispute between the CSMTA and User or any other person arising from, in connection with or relating to the Web Site, Content, Terms and Conditions, any transaction through the Web Site or any related matter must be resolved before the Courts of the Province of Ontario, Canada sitting in the City of Toronto, and User hereby irrevocably submit and attorn to the exclusive jurisdiction of those Courts in respect of any such dispute.

17. Termination of Use

a. If User breaches any provision of the Terms and Conditions, then, without limiting any other remedy of CSMTA, User may no longer use the Web Site or the applicable Contents that are made available through the Web Site. The CSMTA, in its discretion, shall determine whether the Terms and Conditions have been violated.

- b. The CSMTA or its service providers may at any time and for any reason, with or without cause, and in their sole discretion, immediately:
- . suspend or terminate (in whole or in part) User's authorization to use the Web Site;
 - i. suspend, terminate, remove or permanently delete and destroy, as applicable, any of Users:
 - A. ID, password, URL, IP address or domain name; or
 - B. any material that User or others may have posted or submitted to one or both Web Site;
 - ii. restrict access to the materials posted or submitted to the Web Site; and (iv) bar User from any future use of the Web Site; all without any prior notice or any liability to User or any other person, and User agrees to comply with all such measures.

18. Other

- a. If for any reason a court of competent jurisdiction finds any provision of the Terms and Conditions or portion thereof to be unlawful, void, or for any reason unenforceable, then that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Terms and Conditions, and the remainder of the Terms and Conditions shall continue in full force and effect. The CSMTA's failure to insist upon or enforce strict performance of any provision of the Terms and Conditions or any right shall not be construed as a waiver of any such provision or right. User and the CSMTA are independent contractors, and no agency, partnership, joint venture, employment or franchise relationship is intended or created by the Terms and Conditions or use of the Web Site, any Service or Content by User.
- b. The Terms and Conditions (including the terms and conditions regarding use of the Web Site, as set out on the Web Site at the <https://www.csmta.ca> the entire agreement between the CSMTA and User with respect to the subject matter hereof, and supersede all communications, representations or agreements, either oral or written, between the CSMTA or its partners and User with respect to this subject matter.
- c. The provisions of the Terms and Conditions will ensure to the benefit of and be binding upon the CSMTA and any service providers, as applicable, and their respective successors and assigns, and User and User's heirs, executors, administrators, successors and personal representatives. User may not assign the Terms and Conditions or User's rights and obligations under the Terms and Conditions without the express written consent of the CSMTA, which may be withheld in the CSMTA's sole discretion. The CSMTA and its service providers may assign these terms and conditions and their respective rights and obligations under these terms and conditions without User's consent.