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Security

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General

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Online Commerce

The Web site may allow you to purchase different types of products and services online that are provided by CHO-PCO (the Wares and Services). When ordering Wares and Services on the Web site, you must provide complete and accurate personal information consisting of your name, address, telephone number, e-mail address, credit card information and shipping address, as well as any other information requested.

Your receipt of an electronic form or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Your submission of an order to us shall be deemed to constitute an offer to purchase, which shall remain open for a reasonable time, unless we agree otherwise, and will be deemed to be accepted by us only upon shipment of the Wares and Services. CHO-PCO, in its sole discretion, reserves the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. CHO-PCO, in its sole discretion, reserves the right at any time after receipt of your order, to accept or decline your order for any reason.

You acknowledge and agree that the price of the Wares and Services is subject to change without notice and that the Wares and Services are subject to availability. The sale of the Wares and Services is void where prohibited by law. CHO-PCO, in its sole discretion, shall have the right, at any time after receipt of your order, to decline your order for any reason. In the event that the Wares and Services are listed at an incorrect price, due to a typographical error or an error in pricing information, CHO-PCO, in its sole discretion, shall have the right at any time after receipt of your order, to decline your order.

The Web site may allow you to purchase many different types of products and services online that are provided by third parties (the Third-Party Merchandise). CHO-PCO is not responsible for the legality, quality, accuracy, timeliness, reliability or any other aspect of any Third-Party Merchandise. If you make a purchase from a third-party web hosted by the Web site or linked from the Web site, the information obtained during your visit to any third-party web site and the information that you give, such as your credit card number and contact information, is collected by the third-party web site and not by CHO-PCO.

You release CHO-PCO and its officers, directors, employees, agents and their respective successors and assigns from any damages that you incur, and agree not to assert any claims against them, arising from your purchase or use of the Wares and Services or Third-Party Merchandise made available on the Web site or by third-party web sites through the Web site.

Registration

To use certain features of the Web site, you may be asked to register with the Web site. You agree (i) to provide true, accurate, current and complete information about yourself as prompted by any registration form; and (ii) to maintain and promptly update the information you provide to keep it true, accurate, current and complete. If CHO-PCO has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, CHO-PCO has the right to suspend or terminate your access to and use of the Web site (or any portion thereof). CHO-PCO's use of any personally identifying information you provide as part of the registration process is governed by the terms of CHO-PCO's Privacy Policy.

Termination

CHO-PCO may at any time, without notice, in its sole discretion and without cause, terminate your right to access or use the Web site, (or any portion thereof). CHO-PCO may also terminate your right to access and use the Web site, or any part of the Web site, if you breach any term or condition of this Agreement.

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No Advice

The information contained on the Web site is for informational purposes only. It is not intended to provide legal, accounting, tax, investment, financial, medical or other advice to you, and you should not rely upon the information to provide any such advice.

Submissions

The Web site may provide features that allow you to post messages and content, to interact with CHO-PCO and other users and to upload files, documents or other materials (collectively, Submissions). When using any of the features of the Web site which allow you to post, upload or make Submissions, it is a condition of your use of the Web site that you observe the rules of netiquette and that you do not: (i) restrict or inhibit any other user from using and enjoying the Web site, interfere or attempt to interfere with the proper workings of the site or do anything which in the sole discretion of CHO-PCO imposes an unreasonable or disproportionately large load on the CHO-PCO website infrastructure; (ii) post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including, without limitation, any Submission constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, provincial, national or international law or regulation; (iii) post or transmit any Submission, including, without limitation, articles, images, stories, software or other material, which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by any intellectual property rights, including, without limitation, copyright, patent, trade secret, trademark or other proprietary rights herein, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder; (iv) post or transmit any Submission that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, could be harmful to minors, harasses or advocates harassment of another person, provides material that exploits people under the age of 18 in a sexual or violent manner, provides instructional information about illegal activities, including, without limitation, the making or buying of illegal weapons; (v) post or submit any Submission which solicits passwords or personal identifying information for commercial or unlawful purposes from other users; (vi) post or transmit any Submission which contains a virus or other harmful component, or provides or creates computer viruses; (vii) post or transmit junk mail, chain letters, unsolicited mass mailing or spam; or (viii) use the Web site for commercial purposes, including, without limitation, posting, uploading or transmitting any Submissions which contain advertising or which engage in commercial activities and/or sales, or which involve contests, sweepstakes, barter, advertising, and/or pyramid schemes.

By posting or uploading Submissions to the Web site, you grant CHO-PCO a royalty-free, perpetual, non-exclusive, irrevocable, unrestricted, worldwide license to: (i) use, reproduce, store, adapt, translate, modify, make derivative works from, transmit, distribute, publicly perform or display such Submissions for any purpose; and (ii) to sublicense to third parties the unrestricted right to exercise any of the foregoing rights. In addition to the grant of the above license, you hereby (i) agree to waive all moral rights in any Submission in favour of CHO-PCO; (ii) consent to your name, address and e-mail appearing as the contributor of any Submission, where applicable, and to the disclosure and/or display of such information and any other information which appears in or is associated with a Submission; (iii) acknowledge and agree that CHO-PCO is not

responsible for any loss, damage, or corruption that may occur to your Submissions; and (iv) acknowledge and agree that any Submissions you provide for display on the Web site will be considered non-confidential.

CHO-PCO may review Submissions before they are posted. CHO-PCO may refuse to post any Submission to the Web site. CHO-PCO reserves the right, in its sole discretion, to edit or remove any Submission, whether or not the Submission is in violation of the provisions hereof or otherwise objectionable. You acknowledge and agree that CHO-PCO may, in its sole discretion, monitor the Web site periodically and disclose any information as necessary to satisfy any law, regulation or other governmental or Court request, to operate the Web site properly or to protect itself or other users of the Web site. Any such disclosure shall be in accordance with CHO-PCO's Privacy Policy.

CHO-PCO is not responsible for the content of any Submission. Submissions represent the views and opinions of the person(s) posting the Submission and do not represent the views or opinions of CHO-PCO.

While CHO-PCO is under no obligation to investigate any complaint regarding any Submission, it may, in its sole discretion, investigate complaints and take any actions it deems appropriate in the circumstances, including, without limitation, removing the offending communication from the Web site and terminating the submitting party's right to access and use the Web site (or any portion thereof).

Notice and Procedure for Making Claims of Copyright Infringement

It is the policy of CHO-PCO to respond to claims of intellectual property infringement. CHO-PCO will promptly process and investigate notices of alleged infringement and will take any actions, in its sole discretion, it deems appropriate. Notifications of claimed copyright infringement should be sent to

<http://www.communityheritageontario.ca/contact>

To be effective, the notification of infringement must be a written communication that includes the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its

- agent or the law and;
- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Passwords

To use certain features of the Web site, you may also need a username and password, which you will receive through the Website registration process. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities that occur under your password or account. You agree to notify CHO-PCO immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. CHO-PCO cannot and will not be liable for any loss or damage arising from CHO-PCO's failure or your failure to protect your password or account information.

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