



MEMBERS ONLY - WEBSITE TERMS OF USE

This is an Agreement between the Lifesaving Society, Alberta and Northwest Territories Branch (the “Society”) and the Affiliate in good standing and all persons for whom the Affiliate is responsible at law (the “Affiliate”), regarding Affiliate’s access to and use of the Society’s content, information, products and services available on the website www.lifesaving.org (the “Website”).

These terms of use, as changed or replaced from time to time (“Terms of Use”) constitute a legal agreement between the Society and the Affiliate. Use of this Website (including, without limitation, linking to or bookmarking any page that is part of the Website) obligates the Affiliate to fully comply with these Terms of Use. The Society may modify these Terms of Use at any time. Such modifications shall be effective upon posting of the modified Terms of Use. It is the Affiliate’s responsibility to, and we suggest that the Affiliate review these Terms of Use each time the Affiliate accesses this Website to be aware of any modifications. Your continued access to or use of this Website shall conclusively be deemed to be Affiliate’s acceptance to be bound by any modified Terms of Use, as well as by all applicable laws and regulations. **If the Affiliate does not wish to be bound by these Terms of Use, the Affiliate may not access or use this Website.**

1. Copyright and Trade-Mark Notice

All content and images contained within or on this Website (i.e. text, underlying HTML, video or audio clips, images, and all other online content) (the “Content”) is protected by domestic and international copyright, trade-mark, trade name and other laws and other rights unless otherwise specified. The Society (or its affiliates) is the owner or authorized licensee of the intellectual property contained on this Website, including, without limitation, the copyright, trademarks and trade names.

The Affiliate is free to use the Content for personal, educational and non-commercial purposes, provided that the Affiliate does not modify it, and provided that the Affiliate retains all copyright and other proprietary notices contained in the Content. The Affiliate may, in no way, modify, reformulate, adapt, alter, adjust, change, disassemble, frame or decrypt any of the Content of this Website.

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2. Use of the Site

The Society assumes no responsibility or liability for any damage in connection with the Affiliate’s access to or use of this Website, downloading of any data, text, images, files or other materials from the site.

The Affiliate is responsible for implementing sufficient procedures and checkpoints to satisfy its particular requirements for accuracy of data input and output, and for maintaining a means external to the Website for the reconstruction of any lost data.

Information provided to the Society by virtue of this Website will be received by the Society on a non-confidential basis. The Society reserves the right to use such information in its sole discretion for any purpose. The Affiliate acknowledges that when using this Website, information will be transmitted over a medium that is beyond the control and jurisdiction of the Society. Accordingly, the Society assumes no liability for the delay, failure, interruption, or corruption of any data transmitted in connection with this Website.

In connection with the Affiliate's use of this Website, **the Affiliate agrees that it will not:**

- (a) Transmit or distribute any message, information, data, text, software or images, or other Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous or otherwise objectionable, that may invade another's right of privacy or publicity;
- (b) Transmit or distribute any message, information, data, text, software or images, or other Content where such transmission or distribution would violate any applicable law, regulation or third party rights;
- (c) Impersonate any person or entity, including but not limited to, the Society personnel, or falsely state or otherwise misrepresent its affiliation with a person or entity;
- (d) Post or transmit any material that it does not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as non-disclosure agreements);
- (e) Use the Website's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive "shouting" by use of all caps, or "flooding" or "spamming" by continuously posting repetitive text);
- (f) Violate any applicable local, provincial, national or international law;
- (g) Manipulate or otherwise display this Website by using framing or similar navigational technology, or falsify or manipulate any identifying information, data or elements in order to disguise the origin of any Content of this Website;
- (h) Access, download, copy or otherwise use any information on this Website or the Society servers that it is not authorized to access, download, copy or otherwise use;
- (i) Disrupt, obstruct or interfere with this Website, the Society's servers or any other online service of the Society; or
- (j) Use or access this Website or its Content in any way to engage in any activity that in the sole judgment of the Society is otherwise objectionable.

3. Disclaimer of Warranties

AFFILIATE ASSUMES TOTAL RESPONSIBILITY AND RISK FOR ITS USE OF THIS WEBSITE AND THE INTERNET. THE SOCIETY PROVIDES THIS WEBSITE AND RELATED INFORMATION "AS IS" AND "AS AVAILABLE", AND THE SOCIETY, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE. THE SOCIETY DOES NOT MAKE ANY EXPRESSED OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), INCLUDING, WITHOUT LIMITATION:

- that this Website and its Content will be accurate, complete, reliable, free from typographical errors, suitable or timely;
- that the operation of this Website will be uninterrupted or error free;
- that any defects or errors in or on this Website will be corrected;

- that this Website or any information, data, software or files available through this Website will be free from viruses, worms, trojan horses or other harmful components that manifest contaminating or destructive properties; or
- that communications from this Website will be secure or not intercepted.

It is solely the Affiliate's responsibility to evaluate the accuracy, completeness and usefulness of all information provided through this Website. The Affiliate accesses such information at your risk.

4. Limitation of Liability

The Society, and its officers, directors, employees, agents, licensors, suppliers and any third-party information or service providers (the "Society Entities") are not responsible for any loss or damage the Affiliate suffers, or any party claiming through or under the Affiliate, as a result of or related to use, misuse or inability to use this Website including, but not limited to:

- the performance of the Internet;
- the content or accuracy of any information or data, including any software viewed, downloaded, or transmitted to or from the Internet;
- loss or damage resulting from the viewing, downloading or by any other means acquiring, any material, product or service accessible through the Internet, even if the Affiliate was not aware that any such loss would be incurred;
- loss or damage resulting from delays, computer viruses or interruption of this Website, including deletion or failure to store messages, regardless of cause;
- loss or damage to Affiliate's equipment, facilities, software or data, arising from mistakes, omissions, interruptions, delays, errors, non-delivery, incorrect delivery, viruses or defects in the transmission of information or data on the Internet; and
- any direct, indirect, incidental, special, punitive or consequential damages, including but not limited to, business interruption or loss of data, revenue or lost profit, resulting from or relating in any way to use of this Website, even if the Society Entities have been advised of the possibility of such damages.

This limitation applies regardless of the form of action, whether based on warranty, contract, tort, or other legal theory.

If the Affiliate is dissatisfied with any portion of this Website or with these Terms of Use, Affiliate's and exclusive remedy, except as otherwise expressly provided herein, is to discontinue using or accessing this Website.

5. Indemnification

The Affiliate agrees to indemnify, defend and hold harmless the Society Entities from and against all demands, claims, liabilities, expenses, damages and costs, including legal fees and disbursements (on a solicitor and his own client basis), resulting from or arising in connection with:

- any violation of the Terms of Use, as amended, (including any negligent or wrongful conduct) by the Affiliate;
- any violation of any law, regulation or right of a third party by the Affiliate in connection with the Affiliate's access to or use of this Website; and
- the Affiliate's access to or use of this Website.

6. Links

This Website may provide links to non-Society Internet sites or resources for the Affiliate's convenience and information. The Society has no control over such sites and resources, and the Affiliate acknowledges and agrees that the Society is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for and makes no representations, warranties or conditions regarding any content, data, information, advertising, products, companies or other materials on or available from such sites, resources, or such other sites' links.

It is the Affiliate's responsibility to verify any information contained in any linked sites before relying on it. The Affiliate should review these sites' terms of use. The Affiliate further acknowledges and agrees that the Society shall not be responsible or liable, directly or indirectly, for any direct, incidental, consequential or indirect damage or loss caused (or alleged to be caused) by or in connection with use of or reliance on any content, information, data, goods or services available on or through any such site or resource.

7. Monitoring

The Society is under no obligation to monitor this Website and assumes no responsibility for Content changed without its consent.

8. Non-Waiver

Non-exercise or failure to exercise any remedies, rights or powers of or by the Society and no delay or omission in such exercise shall exhaust such remedies, rights or powers or be construed as a waiver of any of them.

9. Use of Information

The Affiliate agrees not to use any information on this Website or linked to this Website in any claims, proceedings, suits or actions against the Society Entities.

10. Governing Law

The Terms of Use shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The Affiliate agrees that the courts of the Province of Alberta shall have the exclusive jurisdiction to determine any disputes or claims arising with respect to these Terms of Use.

If the Affiliate accesses this Website from outside of Canada, it is done at Affiliate's own risk and Affiliate is responsible for compliance with the laws of that jurisdiction.

11. Miscellaneous

The Terms of Use represent the entire agreement between the Society and the Affiliate concerning the use of the Website and its Content. Some of the information on this Website may contain projections or other forward-looking statements regarding future events or performance of the Society. We wish to caution you that these statements are only forecasts and that the actual events or results may differ materially.

12. Login Names and Passwords

Affiliates of the Society will receive a username and password to access the Members Only section of the Website. Here the Affiliate will be able to access non-public documents and post jobs on the Website. For the purposes of accessing the Website, the login name and password remain the property of the Society and may be cancelled or suspended at any time.

13. More Information

For questions about the foregoing or permissions regarding the Society's intellectual property rights, please contact the Society by telephone, mail or email as follows:

Lifesaving Society AB & NWT Branch
11759 Groat Road
Edmonton, AB T5M 3K6
Tel: 780-415-1755
Fax: 780-427-9334
Email: experts@lifesaving.org

THE AFFILIATE MEMBER ACKNOWLEDGES THE TERMS OF THIS AGREEMENT:

Affiliate Member's Name:

Signing Authority Name:

Affiliate Mailing Address:

Signing Authority Signature:

Date:

Town/City Province Postal Code

On behalf of the Lifesaving Society:

Barbara Kusyanto
Chief Administrative Officer
Lifesaving Society

Date

This agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.