

# Tennis Canada Website Use Agreement

**Please Read the Following Agreement CAREFULLY, it contains important information. Please read this Website Use Agreement ("Agreement") PRIOR to use of the Tennis Canada ("TC") website. If you do not agree with the contents of this Agreement, please do NOT OPEN OR USE the website. USE OF THE WEBSITE WILL CONSTITUTE UNDERSTANDING AND ACCEPTANCE OF THE TERMS OF THIS AGREEMENT:**

1. Consent to Website Use Agreement
  1. Use of this website confirms that you (the "User") have read and agree to be bound by the terms and conditions of this Website Use Agreement.
2. Ownership and Proprietary Rights
  1. Except as otherwise noted, the entire contents of the website, including but not limited to text, logos, icons, graphics, designs, names, photographs, trademarks, trade names or service marks (the "contents") included on this website belong to and are the exclusive property of Tennis Canada Inc. and/or the Tennis Canada group of companies and websites. The contents are protected by and subject to copyright and trademark laws of Canada and other applicable laws and treaties.
  2. Except as otherwise noted, the contents may not be reproduced by the User in any format whatsoever without the express written consent of TC. If TC consents to the reproduction of all or part of the website, you agree to reproduce in whole the copyright and proprietary notice above, regardless of whether the copies are whole or partial copies.
3. Restrictions on Use
  1. This website is intended for information purposes only.
  2. The User may download copies of any of the downloadable contents of the website for use or reference and for the User's personal use only, provided that any such copies acknowledge TC's ownership of such material and preserve intact all proprietary and copyright notices.
  3. Except as otherwise permitted, the User cannot modify, upload, disassemble, copy, reproduce, sell, market, promote, distribute, display, create derivative works from, reverse engineer or in any way use or exploit any part of the contents without the express written consent of TC.
  4. Use of this website and assent to this Agreement does not confer any rights or licenses in or to the website or the contents except for the limited rights accorded to the User by the terms of this Agreement.
4. Disclaimer and Limitation of Liability
  1. THE CONTENTS OF THIS WEBSITE ARE PRESENTED "AS IS" AND TC DOES NOT PROVIDE EITHER AN EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, PROMISE OR GUARANTEE WITH RESPECT TO ANY OF THE CONTENTS OF THIS WEBSITE.
  2. Whilst TC does make every effort to ensure that this website is updated regularly with material that is accurate at the time of uploading, TC does not provide any guarantee or warranty, express or implied, that the contents are accurate, current or complete. The contents are intended purely for information purposes and should not be relied upon. TC expressly disclaims any liability whatsoever arising out of any errors or omissions contained in any of the contents.
  3. Further, in connection with this website, TC does NOT give any warranty of any kind, express or implied, regarding the following: including but not limited to, non-infringement of intellectual property rights or third party rights, title, merchantability or fitness for a particular purpose or use.
  4. TC does not provide any warranty or guarantee, express or implied, regarding the level of security of the website for its intended use. The User acknowledges that no website or download of material therefrom is completely risk-free. The User understands and accepts that use of this website is at the sole risk of the User and TC will not be held liable for any direct or consequential losses howsoever caused as a result of use of this website by the User.
  5. Any links provided linking this website from or to other websites not covered in this agreement and not owned and/or operated by TC are intended to be for convenience and information purposes only. The inclusion of such links does not in any way imply that TC monitors, investigates, verifies, controls or endorses these linked websites, their contents or their products and services. The contents of any linked websites are beyond the control of TC and you acknowledge that by using a link to another website, you may be subject to different Website Use Agreements or Privacy Policies. Any use of a linked website is at the User's sole risk and TC will not be held liable for any losses or damages whatsoever suffered in connection with linking from or to another website. TC reserves the right to disable links to third party websites, although TC is not under any obligation to do so.
  6. IN ANY EVENT UNDER NO CIRCUMSTANCES WILL TC BE HELD LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES INCURRED BY THE USER. FURTHER, TC WILL NOT BE HELD LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, TORT, ECONOMIC OR CONSEQUENTIAL LOSSES OR DAMAGES INCURRED BY THE USER OR ANY OTHER THIRD PARTY WHICH IS IN ANY WAY RELATED TO THE DIRECT OR INDIRECT USE OF THIS WEBSITE, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
    1. Use of or reliance upon the contents or on material obtained through this website;
    2. Any inaccuracies, errors or omissions in any material on this website or failure to keep the contents of this website current;

3. Use of any third party websites via references to or links from this website;
  4. Transmission of any viruses or spyware or other unauthorized or destructive software via usage of this website;
  5. Any inability to use this website due to interruption of service or delays in operation or transmission, defect, virus or line or system failure.
  6. Any other matter connected in any way whatsoever with the use or operation of this website.
5. Indemnity
1. THE USER WILL, AT THE USER'S OWN EXPENSE, INDEMNIFY, DEFEND AND HOLD TC, ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS AND AGENTS, HARMLESS FROM ANY AND ALL LIABILITIES AND COSTS (INCLUDING LEGAL FEES) INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM BY THIRD PARTIES ARISING OUT OF THE USER'S USE OF THE WEBSITE.
  2. You shall co-operate with TC in the defence of any claim and TC reserves the right, at TC's expense, to assume the exclusive defence and control of any matter in which TC would otherwise be entitled to indemnification by you.
6. Changes or Updates to the Website
1. TC reserves the right, at its sole and exclusive discretion at any time to add to, amend, modify or delete of the contents of the website, including these terms and conditions without notice to the User.
7. Termination
1. The terms of this Website User Agreement are effective until terminated by either the User or TC. The User may terminate this Agreement by discontinuing the use of this Website and ceasing to use and destroying all materials obtained from this Website. TC may terminate this Agreement with respect to the User at any time at its sole discretion without notice to the User. Sections 2,4,5,7 and 8 shall survive the termination of this Agreement.
8. Jurisdiction and Law
1. This Agreement shall be governed and construed in accordance with the laws of Canada and the province of Ontario and the parties to this Agreement agree to submit to the jurisdiction of the Courts of Ontario without disputing the propriety or convenience of venue.
  2. Except for applications for injunctions required to protect confidential information, where any dispute arises out of or in connection with this Agreement, the parties agree to submit to arbitration governed by the provisions of the Arbitration Act of Ontario. A single arbitrator mutually agreed upon by the parties will conduct the arbitration. If the parties cannot agree to a single arbitrator, then each party shall select one person to act as arbitrator and the two persons so appointed shall select a third arbitrator. If one party should fail to select an arbitrator within thirty (30) days of the date of receipt of a notice of arbitration, then a Justice of the Queen's Bench of Ontario, upon petition of the party not in default, may appoint an arbitrator. The arbitration shall take place in English and shall be conducted in Ontario, Canada.
9. Notices
1. Any notice or other communication required to be given pursuant to this Agreement shall be in writing and shall be delivered personally, sent by facsimile, mailed via registered post or sent via email as follows:
- Attention:**  
Webmaster c/o I.T. Department  
**Address:**  
Tennis Canada Inc.  
Suite 100,  
1 Shoreham Dr  
Toronto, Ontario  
M3N3A6  
**Fax No.**  
(416) 665-6480  
**Email:**  
webmaster@tenniscanada.com
10. General
1. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provisions in this Agreement. Any invalid or unenforceable provision shall be deemed to be severable from the remainder of this Agreement and the remainder of this Agreement shall continue in full force and effect.
  2. This Agreement shall enure to the benefit of and be binding upon the parties and their successors and assigns.
  3. The waiver by TC of any term or condition under this Agreement does not constitute a waiver, implied or otherwise, of any other term or condition under this Agreement.
  4. This Agreement constitutes the entire Agreement between the User and TC in relation to the use of this Website. This Agreement supercedes all previous agreements, negotiations and communications between the parties whether oral or written.
  5. All present and future rights in and to copyrights, trade names, trademarks, service marks, patents, trade secrets and any other proprietary rights of any type including rights in and to all applications and registrations relating to this

website shall remain at all times the exclusive property of TC. All present and future rights in and title to the Website and contents thereof are reserved exclusively to TC.