

trymarketspace.com Terms of Use

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Welcome to trymarketspace.com (the "Site"), a community marketplace website made available by MarketSpace Software Inc. (collectively, "MarketSpace", "us", "we", "our" or "the Company") for the purpose of creating online marketplaces and inviting chosen buyers and sellers to list, buy and sell goods and services (the "Service").

By accessing or using the Site or the Service, you (the "User") signify that you have read, understand and agree to be bound by these Terms of Use ("Terms of Use" or "Agreement"), whether or not you are a registered user of the Service. We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. Your continued use of the Service or the Site after any such changes constitutes your acceptance of the new Terms of Use. It is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Use and to review such changes. If you do not agree to abide by these or any future Terms of Use, do not use or access (or continue to use or access) the Service or the Site.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING LIMITATIONS AND EXCLUSIONS.

Eligibility

The Site is available to users, but use of the full Service is only available to registered Users. Use of the Site and the Service is void where prohibited.

Registration Data; Account Security

In consideration of your use of the Site and the Service, you agree to: (a) provide accurate information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your login password; and (c) be fully responsible for all use of your account and for any actions that take place using your account.

Proprietary Rights in Site Content; Limited License

All content on the Site, including designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement (the "Site Content"), are the property of the Company with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company's prior written permission, except that the foregoing does not apply to your own User Content (as defined below) that you legally post on the Site. By accessing the Site and using the Service in accordance with this Agreement, you are granted a limited license to access and use the Site, the Service and the Site Content and to download or print a copy of any portion of the Site Content to which you have properly gained access solely for your personal use, provided that you keep all copyright or other proprietary notices intact. Such license is subject to these Terms of Use and does not include use of any data mining, robots or similar data gathering or extraction methods. Except for your own User Content, you may not upload or republish Site Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Site Content is strictly prohibited. Any use of the Site, the Service or the Site Content other than as specifically authorized herein, without the prior written permission of Company, is strictly prohibited and will terminate the license granted herein and your use of the Site and the Service will be prohibited. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications and privacy regulations and statutes. Unless explicitly stated herein, nothing in these Terms

of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time without notice and with or without cause.

Trademarks

The MarketSpace name and logos, and the Company's other graphics, logos, designs, page headers, button icons, scripts and service names are the trademarks or trade dress of the Company in Canada, and other countries. Except as otherwise expressly permitted by MarketSpace, the Company's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that may cause confusion and may not be copied, imitated, or used, in whole or in part.

User Conduct

You understand that the Service and the Site are available for your personal use unless you have received authorization in writing from the Company to use the Site for commercial purposes, and such commercial use will be subject to these Terms and Conditions and any other terms and conditions imposed by the Company. You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by you on or through the Site and the Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights, or contain harmful, threatening, abusive, harassing, libelous, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable or unlawful material of any kind, including, but not limited to, any material which is or encourages conduct which is, in violation of any law.

Further, and without limiting the foregoing, you agree not to use the Service or the Site to:

- harvest or collect email addresses or other contact information of other users from the Service or the Site by electronic or other means for any purpose;
- use the Service or the Site in any manner that could damage, disable, overburden or impair the Site;
- use automated scripts to collect information from or otherwise interact with the Service or the Site;
- upload, post, transmit, share, store or otherwise make available any content that we deem in our sole discretion to be contrary to this Agreement;
- upload, post, transmit, share, store or otherwise make available, directly or indirectly, any videos other than those of a personal nature;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- upload, post, transmit, share, store or otherwise make available, directly or indirectly, on the Site any private information of any third party that you do not have permission to divulge;
- upload, post, transmit, share or otherwise make available, directly or indirectly, any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- upload, post, transmit, share, store or otherwise make available, directly or indirectly, content that, in the sole judgment of the Company, is contrary to these Terms of Use, objectionable or which restricts or inhibits any other person from using or enjoying the Site or the Service, or which may expose the Company or its users to any harm or liability of any type.

Purpose of the Site and Site

The purpose and intent of the Site and the Service is to be a community networking site providing a means for users to connect with other residents of the community in which such user resides by locating, meeting and communicating with individuals and companies in the user's neighbourhood and to find out what's going on in the user's neighbourhood. The Site and the Service is not intended to be used for any other purpose.

User Content Posted on the Site

You are solely responsible for all content that you upload, publish or display (hereinafter, "post") on or through the Service or the Site, or transmit to or share with other users (collectively the "User Content"). If you disclose personal information on the Site, that information can be viewed and collected by others and may result in unwanted use.

YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY DOES NOT PRE-SCREEN OR APPROVE USERS, AND CANNOT AND DOES NOT GUARANTEE THAT A USER'S PROFILE WAS ACTUALLY CREATED AND IS BEING OPERATED BY THE INDIVIDUAL OR ENTITY THAT IS THE SUBJECT OF SUCH PROFILE. NOR IS MARKETSPACE RESPONSIBLE FOR ANY USER CONTENT POSTED ON THE SITE.

You understand and agree that the Company may, but is not obligated to, review the Site and may delete or remove (without notice) any User Content that in the sole judgment of the Company violates this Agreement. You are responsible for creating backup copies and replacing any User Content you post or store on the Site or provide to the Company.

When you post User Content to the Site, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the hosting and storage of the User Content on the Site. By posting User Content to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose, commercial, advertising, or otherwise, on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing.

Third Party Websites and Content

The Company is not responsible for the contents of any third party sites, or third party applications, software or content, accessed directly or indirectly through the Site. Any links to third-party sites posted on the site are provide to you as a convenience only, and the inclusion of any link does not imply endorsement by the Company of such third party site, the products, service or information provided, or any association with its operators.

User Disputes

You are solely responsible for your interactions with other registered users.

Privacy

By using the Site or the Service, you are consenting to our collection, storage, disclosure and use of any personal information you voluntarily provide to MarketSpace when you register as a user of the Site and the Service, for the purposes of providing the Site and the Service, and for the promotion of the Site and the Service and any other products and services provided by us and our affiliate which we consider may be of interest to you. We are not responsible for and will not be liable in any manner for the use of your personal information by any other user of the Site or Service. We intend that any and all uses of your information would comply with the laws governing this agreement. If you do not wish to receive information from us, you may contact us at the e-mail address given in our Contacts section.

Disclaimers

The Company is not responsible or liable in any manner for any User Content or third party applications, software or content posted on or made available through the Site or in connection with the Service, whether posted or caused by users of the Site, by MarketSpace, by third parties or by any of the equipment or programming associated with or utilized in the Site or the Service. Although we provide rules for user conduct and postings, we do not control and we are not responsible for and do not endorse what users post, transmit or share on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Site or in connection with any User Content or third party sites. The Company is not responsible for the conduct, whether online or offline, of any user of the Site or Service.

The Site and the Service may be temporarily unavailable from time to time for maintenance or other reasons. The Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. The Company is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Site or combination thereof, including injury or damage to User's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the Web and/or in connection with the Service, including any Mobile Client software. Under no circumstances will the Company be responsible for any loss or damage, including any loss or damage to any personal property or User Content or personal injury or death, resulting from anyone's use of the Site or the Service, any User Content or Third Party Applications, Software or Content posted on or through the Site or the Service or transmitted to Users, or any interactions between users of the Site, whether online or offline.

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The Company reserves the right to change any and all content, software and other items used or contained in the Site and any Services at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by the Company.

Limitation on Liability

IN NO EVENT WILL THE COMPANY OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICE, ANY CONTRACTUAL OR OTHER DEALINGS WITH OTHER USERS, OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SITE, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR THE CURRENT SERVICE TERM. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO THE COMPANY FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM THE COMPANY, REGARDLESS OF THE CAUSE OF ACTION.

Termination

The Company may terminate your membership, delete your profile and any content or information that you have posted on the Site and/or prohibit you from using or accessing the Service or the Site (or any portion, aspect or feature of the Service or the Site) for any reason, or no reason, at any time in its sole discretion, with or without notice.

Governing Law; Venue and Jurisdiction

You agree that the laws of the Province of British Columbia, Canada, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and the Company or any of our affiliates. You hereby consent to the exclusive jurisdiction and venue of courts of British Columbia in all disputes arising out of or relating to your use of the Site and the Service

Indemnity

You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including attorney's fees on an own client basis, arising out of or in connection with any User Content, any third party applications or sites you post or share on or through the Site, your use of the Service or the Site, your conduct in connection with the Service or the Site or with other users of the Service or the Site, or any violation of this Agreement or of any law or the rights of any third party.

Definitions and Constructions

Unless otherwise specified, the terms "includes", "including", "e.g.", "for example", and other similar terms are deemed to include the term "without limitation" immediately thereafter. Terms used in these Terms with the initial letter(s) capitalized will have the meaning attributed to them in these Terms.

Other

These Terms of Use constitute the entire agreement between you and Company regarding the use of the Site and the Service, superseding any prior agreements between you and Company relating to your use of the Site or the Service. The failure of Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of this Agreement is held invalid, or unenforceable, that provision shall be deemed severable and the remainder of this Agreement shall continue in full force and effect.