

TERMS AND CONDITIONS OF USE

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If you are under 13 years of age, do not use the Sites. If you are under 18 years of age, you may use the Sites only if you have legal parental or guardian consent to accept these Terms & Conditions and are fully able to abide by them. To the extent that you purchase any products or services or participate in any contests, sweepstakes or other promotions via the Sites, you warrant that you are over the age of 18, have the right and authority to enter into these Terms & Conditions, and are fully able and competent to abide by them. If you are not over 18 years of age, do not purchase any products or services or participate in any contests, sweepstakes or other promotions via the Sites. Sask ReConnect does not knowingly collect information from children under the age of 13. If you are under 13, please don't submit any personally identifiable information to Sask ReConnect on the Sites.

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Users should be aware that your User Submissions are public, not private communications. When you voluntarily disclose personal information through your User Submissions, that information can be collected and used by others and may result in unsolicited messages from other people.

You agree that your User Submissions will comply with our Community Guidelines, below.

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COMMUNITY GUIDELINES

We welcome and respect your opinions, even if we don't agree with them. We ask that you welcome and respect our opinions and those of other visitors to the Sites. Communicate with common courtesy and collegial respect; disagree without being disagreeable. We also welcome your creativity, but don't be vulgar. The DON'T'S below are intended to keep each Site a safe, informative, and constructive community for all those who visit it. Please understand and comply with them in this spirit.

You agree not to submit, upload or post any User Submission to the Sites which (1) libels, defames, invades privacy, or is obscene, pornographic, abusive, harmful to minors, or threatening; (2) infringes any intellectual property or other right of any person or entity, including but not limited to, violating anyone's copyrights, patents, trade secrets, trademarks, trade names or other proprietary right of a third party, or would otherwise give rise to civil liability; (3) falsifies or deletes author attributions, legal notices or other proprietary designations; (4) violates any law or regulation; (5) constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation; (6) contains viruses, corrupted files, or other materials that may cause damage to another's computer, (7) advertises or otherwise solicits funds or sales of goods or services, or which disseminates any junk mail, spam, chain letters, schemes or other form of such solicitation, (8) is false, deceptive, or misleading; (9) impersonates any person or entity including, but not limited to, a Sask ReConnect employee or leader, or falsely states or otherwise misrepresents your affiliation with a person or entity; or (10) violates an applicable Canadian or foreign law, treaty, regulation or convention related to privacy, publicity, data protection, electronic communications or anti-spamming.

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FEES

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The Sites have security measures in place to protect the loss, misuse and alteration of the information under our control. However, your confidential use of the Sites cannot be guaranteed by Sask ReConnect. Sask ReConnect shall not be responsible for any harm that you or any person may suffer as the result of a breach of confidentiality with respect to information you transmitted to the Sites.

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You may need to create an account to access some features or areas of the Sites. When creating your account, you must provide accurate and complete information. You are solely responsible for any and all uses of your account, and you must keep your password secure. You may never use the account of another user. You must notify Sask ReConnect immediately if you suspect any unauthorized use of your account. Although Sask ReConnect will not be liable for any unauthorized use of your account, you may be liable for the losses of Sask ReConnect or others due to such unauthorized use.

ACCESS AND INTERFERENCE

You agree that you will not use any robot, spider, scraper or other automated means to access the Sites for any purpose without our express written permission. Additionally, you agree that you will not: (1) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (2) interfere or attempt to interfere with the proper working of the Sites or any activities conducted on the Sites; or (3) bypass any measures we may use to prevent or restrict access to the Sites.

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You agree that you will, at your own expense, defend, indemnify, and hold harmless Sask ReConnect and its affiliated and related entities, licensees, successors and assigns, employees, officers and directors, representatives, contractors and agents from all claims, losses, damages and expenses of any kind (including, without limitation, attorneys' fees and disbursements) arising out of or in connection with a breach or alleged breach by you of your obligations or warranties herein.

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You specifically acknowledge that Sask ReConnect shall not be liable for user submissions or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you. In the event that you have any dispute with one or more other users of this site, you release Sask ReConnect, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees), known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

in the event of any problem with the sites or any content, you agree that your sole remedy is to cease using the sites. In the event of any problem with the products that you have purchased on or through the sites, you agree that your sole remedy, if any, is from the manufacturer of such products, in accordance with such manufacturer’s warranty, or to seek a return and refund for such product in accordance with the returns and refunds policies posted on the sites. In no event shall Sask ReConnect’s total liability to you for all damages, losses, and causes of action whether in contract, tort (including, but not limited to, negligence), or otherwise exceed the greater of (a) one hundred dollars (CAD \$100) or (b) the value of your purchase on the sites. The foregoing warranty disclaimer and limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction and will survive these terms & conditions and your use of the sites.

INDEMNITY

You agree to defend, indemnify and hold harmless Sask ReConnect, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees) arising from: (i) your use of and access to the Sites; (ii) your violation of any term of these Terms & Conditions; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms & Conditions and your use of the Sites.

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you are responsible for complying with local laws, if and to the extent local laws are applicable. You may not download or otherwise export or re-export software from the Sites in violation of Canada export controls.

You agree that the Sites shall be deemed solely based in Saskatchewan, and that the Sites shall be deemed passive websites that do not give rise to personal jurisdiction over Sask ReConnect, either specific or general, in jurisdictions other than Saskatchewan. These Terms & Conditions shall be governed by and construed according to the laws of the province of Saskatchewan, as they are applied to agreements entered into and to be performed entirely within Saskatchewan. Any claim or cause of action arising out of or relating to the Sites shall be barred permanently unless such claim or cause of action is brought within one year after it arises; any such claim or cause of action shall be brought only in the provincial or federal courts in Saskatchewan, and you consent to jurisdiction of such courts for the purpose of litigating such actions.

Whenever possible, each provision of these terms shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision is deemed prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of these terms.

This is the entire agreement between us relating to your use of the Sites and supersedes any prior understandings or agreements (written or oral). These terms may not be modified by you, in writing or otherwise, unless agreed to in a written document signed by Sask ReConnect.

These Terms & Conditions, and any rights and licenses granted hereunder, may not be assigned by you, but may be assigned by Sask ReConnect without restriction.

Sask ReConnect has the right, in its sole judgment, to block access from a particular Internet address or to suspend or terminate a user's account for violations of these Terms & Conditions, including without limitation the right to terminate a user's account for repeat infringements of copyrighted material. In addition, Sask ReConnect reserves the right to seek all remedies available at law and in equity for violations of these Terms & Conditions.

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