

## **Into My Arms Site Terms of Use**

### **1. INTRODUCTION AND ACCEPTANCE**

Welcome to [www.intomyarms.ca](http://www.intomyarms.ca) ("Website"). The Website is an interactive online service operated by Into My Arms and its subsidiaries ("us," "we," or "our").

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE. BY ACCESSING AND/OR USING THE WEBSITE (OTHER THAN TO READ THESE TERMS OF USE FOR THE FIRST TIME) YOU ARE AGREEING TO COMPLY WITH THESE TERMS OF USE, WHICH MAY CHANGE FROM TIME TO TIME AS SET FORTH BELOW. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, DO NOT ACCESS OR USE THE WEBSITE.

In addition to these Terms of Use, we have established a Privacy Policy to explain how we collect and use information about you. A copy of this Privacy Policy can be found here: [www.intomyarms.ca](http://www.intomyarms.ca) and is incorporated by reference into these Terms of Use. By accessing or using the Website, you are also signifying your acknowledgement and agreement to our Privacy Policy.

The Website and Into My Arms are open only to legal residents of Canada.

### **2. INTELLECTUAL PROPERTY**

The Website and all content on or connected with the Website including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, and interactive features (collectively, "Our Website Content"), and also including all derivative works or enhancements based on these, and all intellectual property rights to Our Website Content are owned by us, our licensors, or both. Additionally, all trademarks, trade names and trade dress that may appear on the Website are owned by us, our licensors, or both. Except for the limited use rights granted to you in these Terms of Use, you shall not acquire any right, title or interest in the Website or any of Our Website Content. Any rights not expressly granted in these Terms of Use are reserved to us.

### **3. WEBSITE ACCESS AND USE**

- Access to the Website including, without limitation, Our Website Content is provided for your information and personal, non-commercial use only. When using the Website, you agree to comply with all applicable federal, provincial, and local laws including, without limitation, copyright law. Except as expressly permitted in these Terms of Use, you may not use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit Our Website Content or third party User Content (defined below) for any purpose whatsoever without obtaining prior written consent from us or, in the case of third party User Content, its respective owner. In certain instances, we may permit you to download or print Our Website Content or both. In such a case, you may download or print (as applicable) one copy of Our Website Content or the relevant part of it for your personal, non-commercial use only. You acknowledge that you do not acquire any ownership rights by downloading or printing Our Website Content or any part of it.
- Except as expressly permitted in these Terms of Use, you may not:

- (i) remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice on the Website or Our Website Content or third party User Content;
  - (ii) circumvent, disable or otherwise interfere with security-related features of the Website including, without limitation, any features that prevent or restrict use or copying of any content or enforce limitations on the use of the Website or Our Website Content or third party User Content;
  - (iii) use an automatic device (such as a robot or spider) or manual process to copy or “scrape” the Website or Our Website Content or third party User Content for any purpose without our (or their, as the case may be) express written permission;
  - (iv) collect or harvest any personally identifiable information from the Website including, without limitation, user names, passwords, email addresses;
  - (v) use the Website to solicit other users to join or become members of any commercial online service or other organization without our prior written approval;
  - (vi) attempt to or interfere with the proper working of the Website or impair, overburden, or disable the same;
  - (vii) decompile, reverse engineer, or disassemble any portion of any the Website;
  - (viii) use network-monitoring software to determine architecture of or extract usage data from the Website;
  - (ix) encourage conduct that violates any local, provincial or federal law, either civil or criminal, or impersonate another user, person, or entity (e.g., using another person’s Membership (defined below) without permission, etc.); and/or
  - (x) engage in any conduct that restricts or inhibits any other user from using or enjoying the Website.
- (C) You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms of Use.

#### 4. USER REGISTRATION

(A) In order to access or use some features of the Website, you may have to become a registered user (a “Registered User”). If you are under the age of thirteen, then you are not permitted to become a Registered User or otherwise submit personal information unless we receive appropriate consent from your parent or legal guardian.

(B) If you become a Registered User, you will provide true, accurate and complete registration information and, if such information changes, you will promptly update the relevant registration information. During registration, you will create a user name and password (a “Membership”), which may permit you access to certain areas of the Website not available to non-registered users. You are responsible for safeguarding and maintaining the confidentiality of your Membership. You are solely responsible for the activity that occurs under your Membership, whether or not you have authorized the activity. You agree to notify us immediately at [www.intomyarms.ca](http://www.intomyarms.ca) of any breach of security or unauthorized use of your Membership.

#### 5. USER CONTENT

(A) The Website permits users to post, upload, transmit through, link to or otherwise make available on the Website (collectively, "submit") messages, text, illustrations, files, images, graphics, photos, comments, information, content, and/or other materials (collectively, "User Content"). Subject to the rights and license you grant herein, you retain all right, title and interest in your User Content. We do not guarantee any confidentiality with respect to User Content even if it is not published on the Website. It is solely your responsibility to monitor and protect any intellectual property rights that you may have in your User Content, and we do not accept any responsibility for the same. User Content that you provide via a link to a third party site or service, such as YouTube, Vimeo and the like, may also be subject to terms of use of such provider. You represent and warrant that your User Content is in full compliance with such third party terms of use. Such third party providers are not in any way affiliated with the Website or Into My Arms.

(B) You shall not submit any User Content protected by copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right without the express permission of the owner of the respective right (or his/her parent or legal guardian if a minor). You are solely liable for any damage resulting from your failure to obtain such permission or from any other harm resulting from User Content that you submit.

(C) You represent, warrant, and covenant that you will not submit any User Content that:

(i) violates or infringes in any way upon the rights of others, including, but not limited to, any copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right of any person or entity (including without limitation, rights of publicity or personality);

(ii) impersonates another or is unlawful, threatening, abusive, libelous, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, pornographic, or otherwise objectionable;

(iii) encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;

(iv) is an advertisement for goods or services or a solicitation of funds; includes personal information such as messages which identify phone numbers, social insurance numbers, account numbers, addresses, or employer references;

(v) contains a formula, instruction, or advice that could cause harm or injury; or

(vi) is a chain letter of any kind.

Moreover, any conduct by a user that in our sole discretion restricts or inhibits any other user from using or enjoying the Website will not be permitted.

(D) By submitting User Content to us, simultaneously with such posting you automatically grant, or warrant that the owner has expressly granted, to us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, fully sub-licensable, and transferable right and license to use, reproduce, distribute, create derivative works based upon (including, without limitation, translations), publicly display, publicly perform, transmit, and publish the User Content (in whole or in part, as is or as may be edited) as we, in our sole discretion, deem appropriate including generally in connection with Into My Arms. We may exercise this grant in any format, media or technology now known or later developed for the full term of any copyright that may exist in such User Content. Furthermore, you also grant other users permission

to access your User Content and to use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, transmit, and publish your User Content for use as permitted by the functionality of the Website and these Terms of Use.

(E) By submitting User Content, you also grant us the right, but not the obligation, to use your biographical information including, without limitation, your name and geographical location (province and city only) in connection with broadcast, print, online, or other use or publication of your User Content. Notwithstanding the foregoing, you waive any and all claims you may now or later have in any jurisdiction to so-called “moral rights” or rights of “droit moral” with respect to the User Content.

(F) We reserve the right to contact you for permission to display advertisements directly in connection with your User Content and/or to use your User Content specifically for advertising and promotional purpose. You acknowledge and agree that your User Content may be included on the websites and advertising networks of our distribution partners and third-party service providers (including their downstream users).

(G) We have the right, but not the obligation, to monitor User Content. We have the right in our sole discretion and for any reason whatsoever to edit, refuse to post, remove, or disable access to any User Content.

## 6. WEBSITE CONTENT & THIRD PARTY LINKS

(A) We provide the Website including, without limitation, Website Content for educational, entertainment and promotional purposes only. You may not rely on any information and opinions expressed on any of our Website for any other purpose. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of Our Website Content. Under no circumstances will we be liable for any loss or damage caused by your reliance on any of Our Website Content.

(B) In some instances, Our Website Content may include content posted by a third party or will represent the opinions and judgments of a third party. We do not endorse or warrant and are not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement made on the Website by anyone other than our authorized employees or spokespersons while acting in their official capacities.

(C) If there is a dispute between persons accessing the Website or between persons accessing the Website and any third party, you understand and agree that we are under no obligation to become involved. If there is such a dispute, you hereby release us, our officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related companies from claims, demands, and damages of every kind or nature arising out of, relating to, or in any way connected with such dispute.

(D) The Website may contain links to other websites maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party websites. You assume sole responsibility for your use of third-party links. We are not responsible for any content

posted on third-party websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third party or their website.

## 7. INDEMNIFICATION

You agree to indemnify and hold us (including our officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries and their related companies) harmless from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or that may arise in connection with: (i) your access to or use of the Website; (ii) User Content provided by you or through use of your Membership; (iii) any actual or alleged violation or breach by you of these Terms of Use; (iv) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (v) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

## 8. DISCLAIMERS

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE AND WEBSITE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

## 9. LIMITATION ON LIABILITY

(A) UNDER NO CIRCUMSTANCES SHALL INTO MY ARMS OR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, OR THEIR RELATED COMPANIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF INTO MY ARMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE WEBSITE OR THESE TERMS OF USE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE INCLUDING, WITHOUT LIMITATION, THE WEBSITE CONTENT IS TO STOP USING THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE WEBSITE OR ANY LINKS ON THE WEBSITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE WEBSITE OR ANY LINKS ON THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY OR CONDUCT OF A THIRD-PARTY ON THE WEBSITE.

(B) In some jurisdictions limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

## 10. TERMINATION

(A) We reserve the right in our sole discretion and at any time to terminate or suspend your Membership and/or block your access to the Website for any reason including, without limitation if you have failed to comply with the letter and spirit of these Terms of Use. You agree that we shall not be liable to you or any third party for any termination or suspension of your Membership or for blocking your access to the Website.

(B) Any suspension or termination shall not affect your obligations to us under these Terms of Use. The provisions of these Terms of Use which by their nature should survive the suspension or termination of your Membership or these Terms of Use shall survive including, but not limited to the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, dispute resolution, no class action, no trial by jury and all of the miscellaneous provisions in Section 14 below.

#### 11. COPYRIGHT POLICY

(A) We respect the intellectual property rights of others and expect users to do the same. In appropriate circumstances and at our sole discretion, we may terminate and/or disable the Membership of users suspected to be infringing the copyrights (or other intellectual property rights) of others. Additionally, in appropriate circumstances and in our sole discretion, we may remove or disable access to material on any of our websites or hosted on our systems that may be infringing or the subject of infringing activity.

#### 12. CHOICE OF LAW; JURISDICTION AND VENUE

These Terms of Use shall be construed in accordance with the laws of the Province of British Columbia and the law of Canada applicable therein, without regard to its conflict of laws rules. Any legal proceedings against us that may arise out of, relate to, or be in any way connected with our Website or these Terms of Use shall be brought exclusively in the provincial and federal courts of Vancouver, British Columbia and you waive any jurisdictional, venue, or inconvenient forum objections to such courts.

#### 13. AMENDMENT; ADDITIONAL TERMS

(A) We reserve the right in our sole discretion and at any time and for any reason, to modify or discontinue any aspect or feature of the Website or to modify these Terms of Use. In addition, we reserve the right to provide you with operating rules or additional terms that may govern your use of the Website generally, unique parts of the Website, or both ("Additional Terms"). Any Additional Terms that we may provide to you will be incorporated by reference into these Terms of Use. To the extent any Additional Terms conflict with these Terms of Use, the Additional Terms will control.

(B) Modifications to these Terms of Use or Additional Terms will be effective immediately upon notice, either by posting on the Website or by notification by email or conventional mail. It is your responsibility to review the Terms of Use and the Website from time to time for any changes or Additional Terms. Your access and use of any the Website following any modification of these Terms of Use or the provision of Additional Terms will signify your assent to and acceptance of the same. If you object to any subsequent revision to the Terms of Use or to any Additional Terms, immediately discontinue use of the Website and, if applicable, terminate your Membership.

#### 14. MISCELLANEOUS

(A) Except where specifically stated otherwise, if any part of these Terms of Use is unlawful or unenforceable for any reason, we both agree that only that part of the Terms of Use shall be stricken and that the remaining terms in the Terms of Use shall not be affected. So, for example, if a provision in these terms is found to be unenforceable, we agree an arbitrator (or, if permitted, a court) shall only strike that provision and that the remaining terms of these Terms of Use shall remain in force.

(B) These Terms of Use (including the Privacy Policy and any Additional Terms incorporated by reference) constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between us with respect to such subject matter.

(C) You may not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. We may assign these Terms of Use or our rights arising here under at any time without your consent and without notice to you.

(D) All Website users who are under the legal age of majority in their province of residence at the time of use of the Website (a "Minor") shall use the Website and upload User Content only with the explicit consent of their parent or legal guardian. Parents/guardians will be required to provide consent by checking the relevant box on first use of the Website. Furthermore, all of these Terms of Use shall apply to the Minor and to the Minor's parent or legal guardian. The collection of personal information of Minors is dealt with in our privacy policy.