

Terms of Use

The following Terms of Use ("terms") describes the terms and conditions under which Regional Tourism Organization 7 ("RTO7") offers you as either a public or non-profit organization with an active interest in tourism organization or a private tourism-related business ("your organization") located within Ontario Tourism Region 7 (Bruce, Grey and Simcoe Counties, "BruceGreySimcoe") access to and use of BruceGreySimcoe.com and associated micro sites (collectively, "the site") for promotional purposes.

Please read these terms and conditions carefully before agreeing to accept them.

Your use of the site is conditional on your acceptance of these terms. By continuing to use the site, you indicate your acceptance of the terms, and all related policies and guidelines of RTO7, if any, as indicated in these terms and which are incorporated by reference.

RTO7 may revise any portion of these terms, or any other policies or guidelines governing the use of the site, at any time, in its sole discretion and without advance notice to you. You agree to comply with all policies regarding permitted and prohibited uses of the site that may be posted by RTO7 on the site. Any changes will be effective upon posting of the revised terms on the site. Your use of the site will be subject to the most current version of the terms posted on the site at the time of such use.

1. The Site

- 1.1. The site permits you to register an account ("your account") to display information about and to promote your organization(s) through the use of complimentary listing(s) and complimentary offers and/or promotions ("special offers"). The site is provided over the Internet using software that was created or licensed by RTO7.
- 1.2. While RTO7 makes reasonable efforts to monitor and control all content on the site, RTO7 does not completely control the all of the content displayed on or accessible through the site. Some of the content has been prepared by third parties, which may or may not be acting at the direction of RTO7. For further information on general terms of use of the site and privacy policies please refer to [Legal](#)

2. Use of Your Account

- 2.1. By using the site, you agree to (a) be bound by all these terms, (b) be responsible for all information and special offers associated with your account, (c) maintain the security of your account password, and (d) provide accurate and current registration information.
- 2.2. You may close your account at any time. Once you notify RTO7 of your intent to close your account, RTO7 will close your account promptly.
- 2.3. RTO7 has the right at any time for any reason or no reason to suspend or terminate your account, terminate these terms, and/or refuse any and all current or future use of the Website without notice or liability to you.

3. Content Rights and Licenses

- 3.1. By posting content on the site, you represent and warrant that you own or are the licensee of the content, you have the right to post such content on the site, and such posting does not violate the rights of any other organization, legal entity or person in the content.
- 3.2. You acknowledge that RTO7 and other content providers have intellectual property rights in their respective content. These rights are not licensed or otherwise transferred by mere use of the site. You accept full responsibility and liability for your use of any content in violation of any such rights.
- 3.3. You grant RTO7 unconditional right to reproduce, repurpose or modify (including but not limited to the right to create links to or to feature your content on the site or in other advertising media) for commercial, marketing and/or promotional purposes, subject to an obligation upon RTO7 to use commercially reasonable efforts to discontinue such use of your content if you so advise RTO7 in writing.

- 3.4. You agree to make reasonable efforts to create reciprocal links to BruceGreySimcoe.com and display the BruceGreySimcoe logo consistent with the [Brand Guidelines](#).
- 3.5. You may not use the site or any or all content any purpose other than consumer tourism marketing and promotion. You may not distribute any content in any way without the express and prior consent of RTO7.
- 3.6. RTO7 reserves the right to delete or restrict access to any content at any time for any reason whatsoever, and shall not be responsible for any losses or damages arising from the deletion or restriction of any content for any reason.

4. **Conduct**

- 4.1. The site may only be used for lawful purposes. You may not use the site to post anything or to communicate anything which is illegal, offensive, or that violates the rights of any third party, including without limitation: copyrighted material, material judged by RTO7 in its sole discretion to be defamatory, threatening, obscene or objectionable, material protected by trade secret or under any obligation of confidence, material that you do not have a right to transmit under any law or under contractual or fiduciary relationships, and material that promotes or provides instructional information about illegal activities, promotes physical harm or injury against any group or individual, or promotes any act of cruelty to animals. You may not access the site through means other than as intended by RTO7. You may not reverse engineer the site. You may not charge any third party for access to or use of the site. You may not impersonate any third party without their consent. You may not use the site for any purpose other than that which it was designed.
- 4.2. Any violation by you of these terms may result in immediate and permanent suspension or cancellation of your account. RTO7 may take whatever steps it deems necessary to curtail objectionable behavior of any sort on the site in its sole discretion, without notice to you.

5. **Copyright**

- 5.1. By submitting content, you represent and warrant that the content does not infringe upon any third party intellectual or personal rights, including but not limited to, copyrights, patents, trademarks, trade secrets, or privacy or other personality rights.
- 5.2. Should RTO7 be made aware of any content posted by you that could be infringing on a third party's intellectual property rights, RTO7 may remove such content, at its sole discretion. RTO7 will notify you of the copyright infringement allegation and will allow you to respond to the allegation.

6. **Disclaimers**

- 6.1. As a condition of accessing the Website, you release RTO7 (and its officers, directors, shareholders, contractors, agents and advisors from and against any claims, losses, judgments, damages, costs and expenses (including, without limitation, reasonable legal fees) of any costs, claims, damages or liability, arising out of or in any way associated with providing the Website.
- 6.2. The site is provided "as-is", without any representations, conditions or warranties of any kind, including without limitation any implied warranty of title, non-infringement, merchantability or fitness for a particular purpose. The Website may become unavailable from time to time without notice. RTO7 assumes no responsibility for any loss, damage, deletion, theft, unauthorized use, error, omission, delay or interruption in connection with any content, user account information, links to third party websites, personally identifiable information or services offered on or through the Website.

7. **Limitation of Liability**

- 7.1. In no event will RTO7 or its directors, officers, contractors, suppliers, agents or partners be liable to you or any third party for any damages whatsoever, including without limitation damages arising from lost profits or lost data, even if RTO7 is aware or has been advised of the possibility of such damages. This includes, without limitation, any damages arising under contract, warranty, negligence, strict liability or any other theory, or resulting from: (i) the use or the inability to use the site or any content; (ii) any third party claims that the use by you of the service or the content violates any intellectual property right; or (iii) any other matters relating to the service or the content.

8. Jurisdiction

8.1. You agree that all matters relating to the use of the site shall be governed, controlled, interpreted and defined by and under the laws of the Province of Ontario and the Federal laws of Canada applicable therein without giving effect to any principles of conflicts of laws.

9. Indemnity

9.1. You agree to indemnify and hold harmless RTO7 and its directors, officers, contractors, suppliers, agents and partners from any loss, liability, claim, damages or demand, including attorneys' fees, made by any third party arising out of or in connection with your violation of these terms.

10. Submissions

10.1. You acknowledge and agree that any comments, questions, suggestions or ideas sent by you to the Website are non-confidential and shall become the property of RTO7, without acknowledgment or compensation to you.

11. Waiver

11.1. No waiver of any breach of these terms shall be effective unless contained in a written document signed by the party negatively affected by such waiver, nor shall any such waiver constitute a waiver of any other breach, nor shall any such waiver operate as a waiver of any other provision or of the same provision on a further occasion. Furthermore, no failure or delay by RTO7 in exercising any right hereunder shall operate as a waiver hereof, or shall stop RTO7 from obtaining relief from you.

12. Privacy

12.1. RTO7's [Privacy Policy](#) is also available on this site. Your acknowledgement of the practices described therein is included in your acceptance of your agreement to these terms.

13. Other

13.1. These terms constitutes the entire agreement between you and RTO7 regarding your use of the site and is accepted upon your use of the site.

13.2. These terms will be updated from time to time. Please check back regularly to stay informed of changes.