

Last revised on March, 2013

# Terms of Use

## 1. General

These terms of use ("Terms") set out the legal agreement ("Agreement") between you whether an individual, partnership, corporation or other legal entity ("YOU") and MentorCity Inc. ("MentorCity") These Terms shall govern YOUR use of the MentorCity website ("Website") in addition to any other MENTORCITY product or service ("MentorCity Offerings") available at or through the Website. YOU agree to be bound by these Terms either through accessing of or the use of any of the MentorCity Offerings. If YOU do not agree to be bound by these Terms without modification as presented, then you may not access or use any of the MentorCity Offerings or Website.

While MentorCity has made every effort to ensure that all materials, images, documentation and written content ("MentorCity Web Content") provided on the website are accurate and up-to-date, MentorCity assumes no responsibility for the accuracy of the MentorCity Web Content as presented.

MentorCity Web Content is subject to change without notice and any such changes may not be reflected in the MentorCity Web content at the time the change is made by MentorCity.

All MentorCity Web Content is provided "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND EXTENDS TO IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW.

## 2. Privacy Policy

YOU agree that YOUR use of MentorCity Offerings or the MentorCity Website will be governed by the MentorCity [Privacy Policy](#) which is incorporated into these terms by reference. It is YOUR responsibility to review the Privacy Policy and if you have any questions or concerns regarding the policy, please contact MentorCity at [privacy@mentorcity.com](mailto:privacy@mentorcity.com).

## 3. Password Security

YOU are responsible for protecting YOUR passwords and you agree to keep YOUR password secure. YOU are solely responsible for any activity that occurs through the use of your accounts or under your user name whether authorized or not. It is YOUR responsibility to notify MentorCity if YOUR passwords are lost or if you suspect unauthorized use of YOUR accounts has occurred. Failure to do so may result in but is not limited to immediate suspension or termination of YOUR accounts.

## 4. Data Backup and Information Hosting

While MentorCity utilizes reasonable skill and due care in backing up your information hosted through the MentorCity Offerings, MENTORCITY DOES NOT GUARANTEE OR WARRANT THAT ANY DATA, INFORMATION, DOCUMENTATION OR ANY OTHER CONTENT WHAT SO EVER BACKED UP OR HOSTED BY MENTORCITY WILL NOT BE LOST, CORRUPTED, DAMAGED OR REMOVED. IF SUCH AN EVENT WERE TO OCCUR, MENTORCITY LIABILITY TO YOU FOR ANY AND ALL DIRECT, COMPENSATORY LOSS OR DAMAGES, UNDER ANY THEORY OF LAW OR EQUITY, WHETHER FOR BREACH OF CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE INTENDED FULFILLMENT OF ANY OF MENTORCITY OBLIGATIONS UNDER THIS AGREEMENT, SHALL BE STRICTLY LIMITED IN THE AGGREGATE EQUAL TO THE AMOUNT OF ONE MONTHS FEE FOR THE PARTICULAR SERVICE UTILIZED BY YOU.

## **5. Restrictions on the Use of E-Mail, Messaging and Information Hosting**

YOU shall be solely responsible for any liability, loss or damage in connection with use of E-Mail, Messaging or hosted data. YOU agree to use these services as intended in a lawful manner and YOU shall be solely responsible for management of data stored on or transmitted by E-Mail or other messages.

YOU warrant to MENTORCITY that YOU shall not conduct the following

- a. Selling products or services that are unlawful in the location at which the content is posted or received;
- b. Incorporating into E-Mail or other messages any material, text, graphic, sound or animation in any form that, without limitation, may be obscene, defamatory, harassing, grossly offensive, malicious, or that actually or potentially infringes or misappropriates the copyright, trademark, proprietary or other intellectual property right of any third party;
- c. Posting any content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or which provides instruction, information or assistance in causing or carrying out such violence;
- d. Introducing viruses, worms, harmful code, trojan horses on the internet, and/or using any software or device to interfere or attempt to interfere with the proper functioning of any server or other internet facilities;
- e. Harassment;
- f. Sending E-Mail or other messages to any person who does not wish to receive it;
- g. Sending unsolicited bulk mail messages ("junk mail" or "spam") which, in MENTORCITY's sole judgment, is disruptive or generates a significant number of user complaints. This includes bulk-mailing of commercial advertising, informational announcements and political tracts;
- h. Forwarding or otherwise propagating chain letters and pyramid schemes, whether or not the recipient wishes to receive such mailings;
- i. Malicious email, such as "mailbombing" or flooding a user or site with very large or numerous pieces of email;
- j. Forging of header information; or

- k. Collecting replies to messages sent from another Internet Service Provider where those messages violate this Agreement or the Acceptable Use Policy of that other provider.

YOU also warrant to MENTORCITY that YOU shall not host the following

- a. Data that compromises the copyrights, trade secrets, proprietary information and other intellectual property rights of third parties;
- b. Data that is libelous or would constitute a defamation of character;
- c. Data that would be deemed an invasion of third party privacy; or
- d. Data that would be construed as pornographic in nature.

While MentorCity does not routinely monitor accounts for violation of this Agreement, MentorCity reserves the right to investigate suspected violations of this Agreement. At its sole discretion, if MentorCity finds that the MentorCity Offerings are being used in a way that violates this Agreement, MentorCity may take necessary reasonable action that may include, but is not limited to immediate suspension or termination of YOUR services depending on the nature of the violation. MentorCity may do so without notifying YOU and MentorCity shall not have any liability for such actions taken with respect to violations.

## **6. Termination**

If YOU wish to terminate this Agreement for YOUR use of the Website or any MentorCity Offerings available for free through the Website, YOU may simply discontinue YOUR use of such MentorCity Offerings. If YOU have purchased a MentorCity Offering through the Website, and that purchase has a monthly fee for use, YOU must provide MentorCity with at least thirty (30) days notice of termination. Such termination notice can be made at [info@mentorcity.com](mailto:info@mentorcity.com). Unless otherwise indicated in this Agreement, MentorCity may terminate your access to the Website or any freely available MentorCity Offerings available through the Website without cause or notice at their discretion. If YOU have purchased a MentorCity Offering with a monthly fee, then MentorCity may terminate your access to that MentorCity Offering with 30 days notice of such termination with or without cause.

## **7. Limitation of Liability**

UNDER NO CIRCUMSTANCES WILL MENTORCITY, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE TO YOU FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, COMPENSATION OR LOSS OF PROFITS, ANTICIPATED REVENUE, SAVINGS OR GOODWILL, OTHER ECONOMIC LOSS OF THE OTHER PARTY OR ANY COSTS, EXPENSES OR INTEREST RELATED THERETO, UNDER ANY THEORY OF LAW OR EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF

YOU SHALL NOT SEEK, APPLY FOR OR OTHERWISE CLAIM ANY EXEMPLARY, AGGRAVATED OR PUNITIVE DAMAGES WHATSOEVER, OR HOWSOEVER INCURRED, IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER;

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND MENTORCITY AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY ACTION, CLAIM, DEMAND OR LIABILITY, INCLUDING LEGAL FEES AND COSTS, ARISING FROM OR RELATING TO YOUR USE, ACTS OR OMISSIONS WITH RESPECT TO MENTORCITY.

## **8. No Waiver**

No failure on the part of MentorCity to exercise, and no delay in exercising any right, power or partial exercise of any right, power or remedy will preclude any other or further exercise thereof or the exercise of any other right, power or remedy by MentorCity.

## **9. Severability**

If any provision of this Agreement is determined to be invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision shall be deemed to be severed from the rest of this Agreement, and the remaining provisions shall not be affected.

## **10. Contra Proferentum Rule**

Should any provision of this Agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it be agreed that both parties, directly or through their agents, have participated in the preparation hereof.

## **11. Governing Law**

The construction, validity and performance of this Agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties hereby irrevocably agree to attorn to the jurisdiction of the courts of the Province of Ontario.

## **12. sections**

Sections 1, 2, 3, 4, 5, 7, 8, 9, 10, 11 and this Section 12 shall survive termination of this Agreement.

## **Copyright**

All information, materials, documentation, images and all written content on the MentorCity website ("MentorCity Web Content") are the property of MentorCity and are subject to copyright unless otherwise indicated.

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