

1. General

The following Terms of Service apply to your use of the **muniSERV** website. You are solely responsible for your conduct and your content on the website and compliance with these terms. By setting up your profile or using or browsing this website, you acknowledge that you have read, understood, and agree to be bound by these terms.

This website is provided subject to these Terms and Conditions of Use, as they may be amended by us, and any guidelines, rules or operating policies that we may post on this website, including, without limitation, our Anti-Spam Policy and our Privacy Policy. We may amend these Terms and Conditions from time to time due to changes to our products or policies due to legislative amendments, or for any other commercially reasonable reason. Any amendment will only become effective upon notification to you (by email or by posting on our website) and, if you do not want to agree to any such amendment, you should contact us to cancel your account. By checking the box next to the “Do you agree?” button on the sign-up page, by logging in to your **muniSERV** account, by accessing this website, you accept these Terms and Conditions.

2. Ability to Bind

The **muniSERV** website is available only to persons or organizations that can form legally binding contracts under applicable law. If you do not qualify, you are not permitted to use this website. If you are using this website on behalf of an organization, you represent and warrant that you have the ability to bind such organization by your use of **muniSERV**.

3. Communication with You

We reserve the right to send messages to you to inform you of:

- changes or additions to this website;
- changes to these Terms and Conditions or any of the Fee Schedules
- violations of these Terms and Conditions or cancellation, suspension, termination or other action respecting your privilege to access and use this website; or
- any other matter related to this website or these Terms and Conditions

Nothing in this provision shall require or obligate us to send any notice if no notice is required or mandated elsewhere in these Terms and Conditions.

4. Privacy Statement

muniSERV will not disclose any confidential information received from you except as required for the performance of services or as required by law. We will take all necessary steps to protect any confidential information with the same degree of care that we use to

protect our own confidential and proprietary information of like kind. If **muniSERV** needs to collect, use and/or store any personal information received from you, we will do so in accordance with applicable provincial and federal privacy legislation and in accordance with our Privacy Policy. You agree to provide information to us in accordance with any such applicable legislation, and to obtain the prior written consent of any individual whose information is disclosed.

5. Registration

You agree to provide true, accurate, current and complete information about yourself and your organization, as applicable, as requested in the registration form and elsewhere on this website and agree to update such information if it changes.

6. Fees, Payment & Free Trial

We will use good faith efforts to notify you prior to the effectiveness of any significant change to the fee schedules, however, you are responsible for reviewing the applicable Fee Schedules from time to time and remaining aware of the fees charged by us. The Fee Schedules are subject to change at any time in our sole discretion, and if you do not agree to any such changes, you should contact us to cancel your account. Any disputes about any charges to you under this Agreement must be submitted to us in writing within 60 days of the date such charges are incurred. You agree to waive all disputes not brought within the 60 day period, and all such charges will be final and not subject to challenge.

You will be contacted one month prior to your annual membership expiration date. Once payment has been submitted, your **muniSERV** membership is non-refundable.

7. Payment

Payment for your membership package will be made by via Stripe using a valid credit card. Payment is payable in Canadian dollars only. We are required by law to collect and remit Harmonized Goods & Services Tax (HST) or any other tax applicable to your province of jurisdiction. We determine your local taxing jurisdiction based on the billing address that you list in your profile. You agree to be responsible for and to pay any taxes that may be imposed for the use of this website.

8. Use of the Website

The **muniSERV** website may not be used for the sending of unsolicited commercial electronic messages (CEM). All messages sent by use of the website shall be in compliance with our Anti- Spam Policy and in compliance with Canada's Anti-Spam Legislation, S.C. 2010 c. 23 (CASL). You shall represent yourself or your organization accurately and will not impersonate any other person, whether actual or fictitious. You agree that you shall not send any message, the primary purpose of which is the commercial advertisement or promotion of a commercial product or service (including content on an Internet website operated for a commercial purpose) (a "commercial

electronic mail message” (CEM) as defined in the CAN-SPAM Act or Canada’s Anti-Spam Legislation) to any person who has opted out or otherwise objected to receiving such messages from you or another sender on whose behalf you may be acting.

We may terminate your access to or use of the muniSERV website if we determine that your level of spam or other complaints are higher than industry norms, as determined by us in our sole discretion (such determination shall be final, binding and conclusive for all purposes under these Terms and Conditions).

If you believe any materials accessible on or from this website infringe on your copyright or other intellectual property, you may request removal of those materials by contacting admin@muniserv.ca

9. Prohibited Content

We prohibit the use of this website by any person or organization that:

- Displays or markets material that exploits children under 18 years of age;
- Posts or discloses any personally identifying information or private information about anyone without his or her consent, including children under 18 years of age without their parents’ consent;
- In a manner that infringes, violates or misappropriates any third party’s intellectual property rights or other proprietary rights or contractual rights;
- in a manner 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;
- Provides or posts any content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or that provides instruction, information or assistance in causing or carrying out such violence;
- Introduces viruses, worms, Trojan horses, spyware or other harmful code;
- to engage in spamming, “chain letters,” “pyramid schemes”, advertisement of illegal or controlled products or services, or other advertising or marketing activities that violate these Terms and Conditions, any applicable laws, regulations or generally-accepted advertising industry guidelines;
- in a manner that is misleading, deceptive or fraudulent or otherwise illegal or promotes illegal activities, including engaging in phishing or otherwise obtaining financial or other personal information in a misleading manner or for fraudulent or misleading purposes;
- in a manner that is libelous or defamatory, or in a way that is otherwise threatening, abusive, violent, harassing, malicious or harmful to any person or entity, or invasive of another’s privacy;
- in a manner that is hateful or discriminatory based on race, colour, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age or is otherwise objectionable;

- to impersonate any other person, or falsely state or otherwise misrepresent your affiliation with any person or entity, or to obtain access to this website without authorization;
- to interfere or attempt to interfere with the proper working of this website or prevent others from using this website, or in a manner that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to this website, or that otherwise negatively affects other persons' ability to use this website;
- to use any manual or automated means, including agents, robots, scripts, or spiders, to access or manage any user's account or to monitor or copy this website or the content contained therein;
- in a manner that includes personal or identifying information about another person without that person's explicit consent;
- in a manner that employs misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of content transmitted through this website or to users; and
- in a manner that constitutes or contains any form of advertising or solicitation if emailed to users who have requested not to be contacted about other services, products or commercial interests.

Additionally, you agree not to:

- - “Stalk” or otherwise harass anyone;
 - Request, solicit or otherwise obtain access to usernames, passwords or other authentication credentials from any member of this website or to proxy authentication credentials for any member of this website for automating logins to this website;
 - Post any content that constitutes pornography, contains nudity or is adult in nature.
 - Use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from this website – except for Internet search engines (e.g. Google)
 - Post irrelevant content, repeatedly post the same or similar content or otherwise impose an unreasonable or disproportionately large load on the website's infrastructure;
 - Attempt to gain unauthorized access to our computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, this website;
 - Use this website as a generic file hosting service;
 - Take any action that may undermine the feedback or rating systems (such as displaying, importing or exporting feedback information off of this website or for using it for purposes unrelated to this website); and

- Develop, invoke, or utilize any code to disrupt, diminish the quality of, interfere with the performance of, or impair the functionality of this website.

10. Termination

You may terminate your **muniSERV** account at the end of the membership term. There are no refunds for any fees paid. You are solely responsible for terminating your **muniSERV** membership, and we are not responsible for your failure to properly terminate your account or for any credit card charges or fees you incur as a result of your failure to properly terminate your account. We may, in our sole discretion, terminate, disable your **muniSERV** membership or remove all or a portion of your content on the website with or without cause, with or without notice and without refund. We shall have no liability to you or any third party because of such termination or action, except that we will refund a pro rata portion of any prepaid amounts if we terminate you without cause. Unless you or we terminate your account, you will continue to be responsible for paying any amounts owed to us hereunder. Upon termination of your **muniSERV** account by you or us any rights or licenses granted to you hereunder, shall immediately terminate except that all sections of these Terms and Conditions that by their nature should survive termination will survive termination.

11. Indemnification

You hereby agree to defend, indemnify and hold harmless us and our business partners, third-party suppliers and providers, licensors, officers, directors, employees, distributors and agents from and against any damages, losses, liabilities, penalties, settlements and expenses in connection with any claim or action that (i) arises from any actual or alleged breach by you of these Terms and Conditions; or (ii) arises from the content you post, promotions you offer, or products or services you sell (including, without limitation, claims relating to defective products or services or unclaimed property).

In addition, you acknowledge and agree that we have the right to seek damages when you use the website for unlawful purposes, in an unlawful manner, or in a manner inconsistent with these Terms and Conditions, and that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance and/or consequential damages. In the event that we are required to respond to a third party or law enforcement subpoena or court order that is related to your use of the website, we may, in our sole discretion, require you to reimburse us for our reasonable expenses associated with complying with such subpoena or order.

12. Warranty Disclaimer

You expressly agree that the **muniSERV** website is provided on an “as is” and “as available” basis. Use of the **muniSERV** website and any reliance by you upon it is at

your sole risk. We do not warrant that the use of this website will be uninterrupted or error-free, nor do we make any warranty as to the results that may be obtained from its use. You are solely responsible for your use of the **muniSERV** website in compliance with the aforementioned Terms and Conditions, and we have no liability of any nature for your compliance and/or breach of same. We do not endorse and are not responsible for the accuracy or reliability of any information or statement made by any members or users of the site or for any content included in external links provided by members or users of the site. **muniSERV** does not guarantee successful matching of members and users nor does the website guarantee the quality of service that is delivered by any of its members advertising on the site. **It is the sole responsibility of municipal users to ensure they have conducted their own due diligence before entering into any contract with one of the professional members.** To the extent the law permits, you release us from any claims or liability related to any content posted on the **muniSERV** website, and you agree to indemnify and hold harmless, **muniSERV** on all matters related to others using this website. If any provision of these Terms and Conditions is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the remainder of the Terms and Conditions will otherwise remain in full force and effect and enforceable. We and you agree that this is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings. No delay or omission by either party in exercising any right or remedy under these Terms and Conditions or existing in law shall be considered a waiver of such right or remedy. If you have any questions about the rights and restrictions above, or would like to report any inaccuracies or errors, please contact us by email at admin@muniserv.ca

13. Uploading – RFP/Tender or Article

By uploading a document to **muniSERV**, you agree that:

- you own or have the right to display the content of the document.
- the content of the document does not violate **muniSERV’s** other **Terms and Conditions**

14. Disclaimer for Pages

We ask that users and members remain courteous. You may not post insulting, discriminatory or inappropriate content, which may be removed at our discretion.

muniSERV is not responsible for user content and opinions. Use of this site as well as content submission and ownership are governed by our **Terms and Conditions of Use** and our **Privacy Policy**.

Municipal and Professional Members should at all times promote legal activities. Any member found promoting illegal activities, commercial products or services will be deleted from the site.

muniSERV does not endorse and is not responsible for the content of external links.

muniSERV makes no guarantee as to the qualifications of consultants and professional members on the site and urges municipal members to undertake their usual due diligence before engaging any professional or service listed on the site.

muniSERV Anti-Spam Policy

muniSERV has a zero-tolerance spam policy. Any user of the site found to be using **muniSERV** for spam will have their use of the website terminated immediately.

What is Spam?

Spam is an unsolicited Commercial Electronic Message (CEM). By sending an email to only those who have requested to receive it or to those who have not explicitly opted out of receiving messages as indicated by the Personal Information Protection and Electronic Documents Act (PIPEDA), consent is implied, and you are following accepted permission-based email guidelines.

What constitutes a Pre-existing business relationship?

The recipient of your email has made a purchase, requested information or had offline contact with you.

What constitutes consent?

The recipient of an email has been clearly and fully notified of the collection and use of their email and has consented prior to such collection and use. This is referred to as informed consent.

Consent is also implied if a user does not explicitly opt-out of receiving messages, as indicated by the Personal Information Protection and Electronic Documents Act (PIPEDA).

Canada's Anti-Spam Legislation (CASL)

Royal Assent was granted to CASL on December 15, 2010, and as of July 1, 2014, its key provisions were proclaimed into force.