

Terms of Use

Last updated: December 14, 2009

These are the Terms of Use between you and BonaSource Inc. (in these Terms of Use, together with our service providers, "we" or "us") for your use of this website and our services (in these Terms of Use we refer to them collectively as the "Site"). They include any Site usage guidelines (<http://www.wildapricot.com/UsageGuidelines.aspx>) that we may post on the Site from time to time. In these Terms of Use we refer to your members, subscribers, donors, registrants and such as "Members", and to those who use your areas of the Site without registering as "Visitors" (together with Members, the "Audience").

By using the Site you agree to these Terms of Use and to our Privacy Policy (<http://www.wildapricot.com/PrivacyPolicy.aspx>) - please read it before you register. It is your responsibility to determine whether your use of the Site is lawful, and you must comply with all applicable laws in using the Site. You may not use the Site for any illegal purpose.

We may change these Terms of Use from time to time. If we do, we will post the changes to the Site and notify you at the email address you maintain in your account. Please ensure that you keep this email address up-to-date. By continuing to use the Site after any changes you agree to the changes. We may also change or discontinue the Site at any time.

You have a limited right to use the Site. We can decline or cancel your registration, or remove your account or any content you post on the Site, or that your Audience posts on the Site in relation to your account, for cause under these Terms of Use, or for any other reason and at any time. You are responsible for providing accurate registration information, keeping your registration information up-to-date and secure, and for all activity that happens in your account, including all content posted using your account. All user names and passwords are our property and may be changed at any time. If we terminate your account for cause under these Terms of Use, you shall not be entitled to any refund for any remaining period under your account.

By posting content on the Site, you confirm that you have the right to do so (including the right to post on the Site for its use the personal information of any other person), and you give us the right to use the content for the purposes of operating and marketing the Site. If you post content in any areas of the Site, you give us the right to give access to that Content to other users who have access to those areas of the Site from time to time. If your account is terminated, we may keep a copy of your content for archival purposes, and to use in any litigation to which it might be relevant. Please also see our Privacy Policy (<http://www.wildapricot.com/PrivacyPolicy.aspx>) concerning our use of personal information.

Fees charged for using the Site are payable in the amounts and in the manner described on the Site. Our refund policy is also described on the Site (<http://www.wildapricot.com/RefundPolicy.aspx>). Fees are subject to change upon 30 days notice. Such notice may be provided at any time by posting the changes to the Site. If you are a paying customer and we change the Fees, we will also notify you at the email address you provide in your registration information. All Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties. You shall be responsible for payment of all taxes, levies, or duties imposed by taxing authorities for any payment or fees you may collect through the Site. All currency references on the Site are to U. S. dollars.

We support the Site in part with advertising, so we may display advertisements throughout free accounts. We do not endorse any of the products or services advertised.

These Terms of Use continue in force until terminated by either us or you. Termination of these Terms of Use results in immediate termination of your and your Members' and the public's access to your areas of the Site, and your content on the Site. We may, without prior notice, immediately terminate your access to the Site for the following reasons including, but not limited to:

- If you breach or facilitate or permit any breach or violation of these Terms of Use
- If your account is in arrears
- If we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the Site.

With the exception of your content, we and our licensors own the Site and all rights to the Site. You may not use, reproduce, duplicate, copy, sell, resell or exploit any portion of the Site, except as permitted in these Terms of Use or with our prior written consent.

The Site is provided on an "as is" and "as available" basis, and your use of the Site is at your sole risk. We expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, performance and non-infringement.

We and our licensors and suppliers shall not be liable for any damages of any kind, whether direct, indirect, incidental, special, consequential or exemplary, and including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses, and whether arising out of contract, tort, negligence (including strict liability), warranty, indemnity or otherwise (even if we have been advised of the possibility of such damages) and whether or not any limited remedy failed of its essential purpose, arising out of or in connection with the Site or these Terms of Use. In particular, we are not responsible for any content provided by you or any other user of the Site.

You shall indemnify and hold us and our licensors and suppliers, and our and their subsidiaries, affiliates, related entities, officers, directors, shareholders, agents, co-branders or other partners, employees, successors and assigns harmless from any liability, cost, expense, loss, claim or demand, including reasonable lawyers' fees, made by any third party due to or arising out of your use of the Site.

The Terms of Use and the relationship between you and us shall be governed by the laws of Ontario, Canada. Our service providers are third party beneficiaries of these Terms of Use. All claims concerning these Terms or your use of the Site will be heard and resolved in a court of competent subject matter jurisdiction located in Toronto, Ontario. These Terms of Use and your rights and obligations under them are not transferable by you to any other person. We may transfer our rights and obligations to the acquirer upon any sale of all or a part of our business.

These Terms, the Privacy Policy (<http://www.wildapricot.com/PrivacyPolicy.aspx>), any Site usage guidelines (<http://www.wildapricot.com/UsageGuidelines.aspx>) or other policies or guidelines we may post on the Site constitute the entire agreement between you and us and govern your use of the Site. The parties acknowledge having consented that these Terms of Use and all documents, notices and judicial proceedings entered into, given or instituted pursuant hereto, or relating directly or indirectly pursuant hereto, be in the English language. Les parties reconnaissent avoir convenue que la presente convention ainsi que tous documents, avis et procedures judiciaires qui pourront etre executees, donnees ou intentees a la suite des presentes ou ayant un rapport, direct ou indirect, avec la presente convention soient redigees en anglais.

If you have questions about these Terms of Use, you can contact us here: support@wildapricot.com