

## **TERMS AND CONDITIONS OF USE**

### **ONTARIO STATUTE SERVICE INTERNET VERSION**

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#### **LICENCE AGREEMENT**

#### **THE ONTARIO STATUTE SERVICE – INTERNET (the “Product”)**

##### **Terms and Conditions of Use**

1. **Internet Use:** The Cartwright Group Ltd. (“the Licensor”) grants to you a non-exclusive, non-transferable licence to use the Product only in accordance with and subject to the terms and conditions of this Licence Agreement.
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  - (d) reproduce any part of the Database for the purpose of storage or creating an archive;
  - (e) reproduce all or any substantial part of the Database;
  - (f) use or access the Product by means of a webbot, spider, or any other means of automation;
  - (g) use all or part of the Product to develop any derivative works; or
  - (h) use the Product in a computer service, as part of a fee-for-service, copy service, or document delivery service including such a service operated by a law society, a court house library, a university or any other public or private library.
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6. **Termination:** (1) This Agreement shall terminate automatically in the event that you are in breach of any of the terms or conditions of this Licence Agreement.

(2) Licensor may terminate this Agreement in the event that the subscriber to the Product fails to pay any invoice for the Product in accordance with the terms and conditions specified on the invoice.

(3) The provisions of Clauses 7, 9 and 10 shall survive termination of this Licence Agreement.

7. THE SOFTWARE AND THE DATABASE ARE PROVIDED ON AN "AS IS" BASIS AND ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR COLLATERAL ARE DISCLAIMED INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MARKETABLE QUALITY, MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING.

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9. **RISK:** THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE USE OF THE PRODUCT IS ASSUMED BY YOU. NEITHER LICENSOR NOR LICENSOR'S SUPPLIERS, AGENTS, OFFICERS, OR DIRECTORS SHALL HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, FAILURE TO REALIZE ANTICIPATED PROFITS OR SAVINGS, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE; OR FOR CLAIMS BY A THIRD PARTY. LICENSOR'S MAXIMUM AGGREGATE LIABILITY AND THAT OF LICENSOR'S SUPPLIERS, AGENTS, OFFICERS AND DIRECTORS TO YOU SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT. THE LIMITATIONS IN THIS CLAUSE SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH, DEFAULT, NON-PERFORMANCE OR FAILURE IS A BREACH OF FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH.

10. **Indemnity:** You will indemnify the Licensor and hold the Licensor harmless for and against any and all claims which a third party may assert against the Licensor by reason of or as a consequence of your use of the Database and/or the Software.

11. **Compatibility:** You shall be solely responsible for the selection of suitable equipment to support the use of the Product and for the results obtained from such use.

12. **Confidentiality:** You shall hold any password and user name for accessing the Product on the Internet in strict confidence and shall not disclose such password or user name to any third party without the prior written consent of the Licensor. The Licensor reserves the right to change passwords and user names at any time, subject to notice being given to the Subscriber.

13. **Assignment:** You shall not assign or transfer this Licence Agreement or any of its rights or privileges granted hereunder, or any part thereof, directly or indirectly, without the prior written consent of the Licensor. Subject to the foregoing, this Licence Agreement shall enure to the benefit of the parties, their respective successors and permitted assigns.

14. **Entire Agreement:** This Licence Agreement constitutes the entire agreement between the parties pertaining to the subject-matter hereof and supersedes all prior representations, warranties, agreements and understandings, whether oral or written, express or implied. No supplement, modification or waiver of this Licence Agreement shall be binding unless agreed to writing by both parties.

15. **Governing Law:** This Licence Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any dispute arising hereunder shall be adjudicated solely in the applicable court in Toronto, Ontario, Canada.

16. **English Language:** The parties hereto confirm that it is their wish that this Licence Agreement, as well as all other documents relating hereto, have been and shall be drawn up in the English language only.

Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.

17. **Severability:** If any provision of this Licence Agreement is declared by a Court of competent jurisdiction to be

invalid, illegal or unenforceable, such provision shall be severed from this Licence Agreement and the other provisions shall remain in full force and effect.

I have read this Licence Agreement and I accept and agree to be bound by its terms and conditions.