

## TERMS OF USE

### CLIMATE SOLUTIONS PRIZE

#### General

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We reserve the right in our sole discretion to revise and update these Terms of Use from time to time, which shall be effective immediately upon posting, and shall apply to all access and continued use of the Site. You agree to periodically review these Terms of Use.

The information on the Site, may be modified or removed at any time in our sole discretion without notice. We will not be liable if all or any part of the Site is restricted to users or unavailable at any time or for any period.

#### Contacting JNF Canada

Any question(s) about the Site, the Terms of Use, and any other questions related to the work of our organization, should be directly addressed by email to [info@climatesolutionsprize.com](mailto:info@climatesolutionsprize.com).

#### Reference to Climate Solutions Prize

In addition to these Terms of Use and our Privacy Policy, please note that other terms and conditions will govern your participation in the Climate Solutions Prize (collectively, the “Prize Terms”) should you decide to participate in the Climate Solutions Prize. If these Terms of Use conflict with or are inconsistent with any of the Prize Terms, the Prize Terms will control.

#### Account Set-Up and Security

We use physical, technical, and administrative measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure, as described in our Privacy Policy. However, you are responsible for obtaining your own access to the Site. The Site, or any part thereof, may require user registration. It is a condition of your use of the Site that all the information provided is correct, current, and complete. You agree to keep any information you provide up to date.

Your provision of registration information and any Submission you make to the Site through any functionality, such as applications, e-mail, forums, chats, and other such functions, constitutes your consent to all action we take with respect to such information consistent with our Privacy Policy.

Any username, password, or any other piece of information you choose, or provide as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity, and you must avoid circumstances where others are able to view or record your password or other personal information. You understand and agree that should you be provided an account, your account is personal to you and you agree not to provide any other person with access to the Site. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You are responsible for any password misuse or any unauthorized access. We reserve the right at any time and from time to time, to disable or terminate your account, any username, password, or other identifier, or suspend your access, in our sole discretion, including any violation of any provision of these Terms of Use.

You are prohibited from attempting to circumvent or violate the security of the Site, including, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures; (c) restricting, disrupting or disabling service to users, hosts, servers, or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting the Site owner's ability to monitor the Site; (f) using any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site; (g) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Site via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing, or crashing; and (i) otherwise attempting to interfere with the proper working of the Site.

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### **Submissions**

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The following standards apply to any and all content, material, and information you submit, post, publish, display, or transmit (collectively, "submit") to the Site (collectively, "Submissions"). Any and all Submissions must comply with all applicable laws.

By submitting the Submissions you represent and warrant that you own or have the necessary rights to submit the Submissions and have the right to grant the license below to us and our licensees, successors, and assigns, and comply with these Terms of Use.

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Without limiting the foregoing, you warrant and agree that your use of the Site and any Submissions shall not:

- In any manner violate any applicable laws including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy;
- In any manner violate these Terms of Use or terms and conditions of any third-party website that is linked to the Site;
- Involve, provide, or contribute any false, inaccurate, or misleading information;
- Include sending, knowingly receiving, uploading, downloading, using, or reusing any material that does not comply with and Prize Terms; and

- Impersonate or attempt to impersonate any other person or entity, or give the impression that they originate from or are endorsed by us or any other person or entity, if this is not the case.

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## **Links**

The Site may contain links to third party websites. We provide these links only as a convenience. If you decide to visit any linked site, you do so at your own risk, and it is your responsibility to take all protective measures to guard against viruses and other destructive elements. We are not responsible for the content of any such linked sites or any other web page that is not part of a Climate Solutions Prize website and under our control. Unless otherwise expressly provided, we make no representation or warranty, and do not endorse, any linked site or the information, products or services appearing on it. You agree that we will not be responsible or liable in any way for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in any site linked from the Site, or compliance of the site with any legal obligations with respect to privacy or other applicable laws.

When any link is included in the Site, it means its linking was at one time suitable for a particular purpose. Nevertheless, it is possible that over time there may be changes on the linked website. If you think that the website or the linked material is unsuitable, or if it was found that the link was not intact, you are asked to inform JNF Canada about it by contacting [info@climatesolutionsprize.com](mailto:info@climatesolutionsprize.com).

## **Legal Jurisdiction**

For any matter or issue related to and/or deriving from the Site and these Terms of Use will be governed by and construed in accordance with the laws of the province of Ontario (Canada) and the laws of Canada applicable therein, without giving effect to any choice or conflict of law. Any action or proceeding arising out of or relating to the Site and under these Terms of Use will be instituted in the courts of the City of Toronto in Ontario, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

## **Disclaimer of Warranties**

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### **Indemnification**

YOU AGREE TO INDEMNIFY AND HOLD US AND OUR EMPLOYEES, REPRESENTATIVES, AGENTS, ATTORNEYS, AFFILIATES, DIRECTORS, EMPLOYEES, OFFICERS, MANAGERS, CONTRACTORS, LICENSORS SUCCESSORS, AND ASSIGNS (THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY CLAIM, LIABILITY, JUDGEMENT, AWARD, DAMAGE, LOSS, FEE, COST OR EXPENSE (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) INCURRED IN CONNECTION WITH ANY THIRD-PARTY CLAIM, DEMAND OR ACTION ("CLAIM") BROUGHT OR ASSERTED AGAINST ANY OF THE INDEMNIFIED PARTIES: ALLEGING FACTS OR

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### **Amendment**

JNF Canada may amend these Terms of Use or any section of these Terms of Use, in whole or in part, at any time with notice that we deem to be reasonable in the circumstances and in accordance with applicable laws, by posting the revised version on our Site. Unless otherwise stated, the revised version will be effective as of the time it is posted. Your continued use of the Site after the posting of the revised version constitutes your acceptance of such revised version.

### **Waiver**

No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms of Use operates, or may be construed, as a waiver thereof; and no single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege

### **Severability**

If any term or provision of these Terms of Use is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms of Use or invalidate or render unenforceable such term or provision in any other jurisdiction.

Nothing in these Terms of Use shall constitute a partnership or joint venture between you and JNF Canada.

### **Entire Agreement**

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