

YOUR ACCEPTANCE OF THESE TERMS OF USE

Please read these terms of use carefully before using this website (<https://www.supplychaincanada.com/>) as they represent a binding agreement between each user of our website ("you" or "your") and the Supply Chain Management Association, doing business as Supply Chain Canada (referred to as "Supply Chain Canada", "we", "us" or "our").

If you wish to access and use our website, you must accept and agree to be bound by and comply with these terms of use. If you do not agree to these terms of use, then you must not access or use our website.

You agree that these terms of use, and any related information, communications and agreements between you and us, may be made available or occur electronically.

These terms of use were last updated on the "Updated" date indicated above. We reserve the right, at our sole discretion, to modify these terms of use at any time. Such modifications shall become effective immediately upon the posting thereof. You must review these terms of use on a regular basis to keep yourself apprised of any changes. You can find the most recent version of these terms of use at: <https://www.supplychaincanada.com/>.

ELIGIBILITY TO USE THE WEBSITE

You hereby represent and warrant that, and you will use our website only if, at the time of use, you: (i) are the age of majority in your jurisdiction; and (ii) can lawfully enter into and form contracts in accordance with applicable local laws.

USE OF OUR WEBSITE

If you access our website from outside of Canada, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

Supply Chain Canada grants you (as a permitted user) a limited, revocable, non-exclusive license to access our website for your own personal or internal business use, and in compliance with all applicable laws. Use of our website beyond the scope of authorized access granted to you by these terms of use immediately terminates that license. For greater certainty, Supply Chain Canada, in its sole discretion, may also terminate or suspend your license to use the website and/or your account for any reason or no reason, with or without notice to you.

Access and use of our website may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. Supply Chain Canada is not responsible for any delays, delivery failures, or other damage resulting from such problems, or from the unavailability of our website for any reason.

All rights not expressly granted by these terms of use are reserved to us, or, if applicable, our licensors.

Notwithstanding anything else contained herein, we reserve the right to refuse to provide access to our website to anyone at any time for any reason, without any notice or liability.

OUR SERVICES

Supply Chain Canada's website offers information and resources for supply chain professionals and organizations, including information about its supply chain management certification and supply management training programs. Some of the content Supply Chain Canada offers through its website is exclusive to its members.

TRADEMARK AND COPYRIGHT INFORMATION

Our website contains content including, but not limited to, all text, audio, images and other materials or elements (collectively the "Content"). Content displayed on or through our website is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of our website or the collective work, and/or copying or reproducing our website or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without the express written consent of Supply Chain Canada.

You further agree not to reproduce, duplicate or copy content from our website without the express written consent of Supply Chain Canada, and agree to abide by any and all copyright notices displayed on our website. For greater certainty, the use of the Content on any other website, including by linking or framing, or the mirroring of the Content on any other server, is prohibited without Supply Chain Canada's prior written approval.

You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in our website. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of our website.

TERMS OF USE

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Although Supply Chain Canada does not claim ownership of content that its users post on our website, by posting content to any area of our website that is accessible to all users, you automatically grant, and you represent and warrant that you have the right to grant, to Supply Chain Canada an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute said content, and create compilations and derivative works from such content, as part of our website or otherwise.

YOUR FEEDBACK AND USAGE INFORMATION

You grant to Supply Chain Canada and its affiliates a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by you. Any non-identifiable information gathered by us through your use of our website may be used by us for our own marketing, promotional and product development purposes and more specifically may be stored in a database and used by us to identify, customize and personalize user access, and assess utilization of our website. Such information may be shared with our affiliates, suppliers, licensors, partners and clients in furtherance of the forgoing purposes.

YOUR CONDUCT

In your dealings with us, including to the extent that our website and/or your account permit you to post, email, or otherwise make available content, you agree not to post, email or otherwise make available content that:

- A. is unlawful;
- B. includes personal or identifying information about another person without that person's explicit consent;
- C. impersonates any person or entity, including, but not limited to, a Supply Chain Canada employee, or falsely states or otherwise misrepresents an affiliation with a person or entity;
- D. involves, provides, or contributes any false, inaccurate, or misleading information;
- E. in any manner violates any third party right or any agreement between you and a third party;
- F. infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person, or content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- G. is harmful, threatening, abusive, harassing, defamatory, pornographic;
- H. harasses, degrades, intimidates or is hateful toward an individual or a group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability, such determination to be made in Supply Chain Canada's sole discretion;
- I. constitutes or contains any form of advertising or solicitation, or that includes links to commercial services or websites, including, without limitation, any "spam", "junk mail", "chain letter", contests, sweepstakes and other sales promotions, barter, or advertising or any other similar solicitation;
- J. 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;
- K. disrupts the normal use of our website with an excessive amount of content, or that otherwise negatively affects other users' ability to use our website; or
- L. employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of content transmitted through our website.

You will be solely responsible and liable for any and all loss, damage, and additional costs that may be incurred by you, Supply Chain Canada or any other person as a result of your submission of any information on or through our website, including violations of any of any third-party intellectual property rights in any of your content.

Supply Chain Canada does not guarantee the continued availability of user-generated content and reserves the right to refuse to post or to remove any content, in whole or in part, that, in our sole discretion, is unacceptable, undesirable or in violation of these terms of use.

We have no obligation, nor any responsibility to any party to monitor the website, and do not and cannot undertake to review material that you or other users submit. We cannot ensure prompt removal of objectionable material after it has been posted and we have no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party, subject to applicable laws.

YOUR ACCOUNT

Certain sections of our website may only be available to you upon registration for a membership account, which may include payment of a membership fee. By registering, you represent and warrant to Supply Chain Canada that: (a) all information provided by you to Supply Chain Canada during the registration process is truthful, accurate and complete; and (b) you will comply with these terms of use.

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As a registered user, you agree to maintain and promptly update your registration data as necessary to keep it true, accurate, current and complete.

You will be responsible for any and all loss, damage, or additional costs that we and/or our service providers, other users and other persons may incur as a result of (i) your submission of any false, incorrect or incomplete information or (ii) your failure to update your registration or other information that you submit via our website.

You acknowledge that you are solely responsible for maintaining the confidentiality of your account password, and that you (and not us) will be responsible for any loss resulting from any unauthorized use of your account or access to your content – including (without limitation) losses by other users. You agree to immediately notify us of any unauthorized use of your account.

Supply Chain Canada recommends that you use a strong password, that you change it frequently, and that you do not reuse passwords. You agree not to disclose your username or password to any third party. Supply Chain Canada may reject or require that you change your password.

INFORMATION DISCLAIMER, NO RECOMMENDATION

Supply Chain Canada will not make any attempt to verify the accuracy or completeness of any information submitted by users on our website.

You should take independent measures to determine the appropriateness of entering into discussions or transactions with any user of our website.

Your use of any user-generated content is at your own risk. Supply Chain Canada makes no representations or warranties with respect to, nor does it guarantee or endorse, any user-generated content. You agree that all risk associated with the use of, or reliance on, any user information rests with you.

If you believe that a user of our website has provided false information, has acted illegally or unethically, or is abusing our website or its purpose in any way, you should notify us.

DISCLAIMER REGARDING THIRD PARTY CONTENT

Our website may offer access to third party websites and content available over the Internet. Supply Chain Canada generally exercises no control over such third party websites and content. You agree that it is your responsibility to review and evaluate any such content, and that any and all risk associated with the use of, or reliance on, such content rests with you. You are responsible for viewing, accepting and abiding by the terms of use and privacy policies posted at these third party websites. Inclusion of a link to third party content does not imply endorsement by Supply Chain Canada of such content. You further agree that Supply Chain Canada shall not be liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any third party websites or content.

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INDEMNITY

You agree to indemnify and hold Supply Chain Canada and its affiliates, and their respective directors, officers, employees, subsidiaries, affiliates, successors, assigns, agents and service providers harmless from any claim or demand, including reasonable legal fees and court costs, made by any third party due to or arising out of your use of our website, your violation of these terms of use, your breach of any of the representations and warranties herein, or your violation of any rights of another person.

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INDEPENDENT RELATIONSHIP

Nothing in these terms of use shall be construed as forming a partnership or joint venture between Supply Chain Canada and you. Neither party to these terms of use will have the authority to bind the other by contract or otherwise, or make any representations on behalf of the other. You acknowledge that Supply Chain Canada is acting independently from you, and that Supply Chain Canada will not be deemed, under any circumstances, to be your employee or agent for any purpose.

GENERAL MATTERS

These terms of use constitute the entire agreement between you and Supply Chain Canada regarding your use of our website, superseding any prior agreements between you and Supply Chain Canada. These terms of use and the relationship between you and Supply Chain Canada shall be governed by the laws of the Province of Ontario (and the federal laws of Canada applicable therein) without regard to its conflict of law provisions. You and Supply Chain Canada agree to submit to the non-exclusive jurisdiction of the courts located in Toronto, Ontario. The failure of Supply Chain Canada to exercise or enforce any right or provision of these terms of use shall not constitute a waiver of such right or provision. If any provision of these terms of use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these terms of use remain in full force and effect. You may not assign any of your rights and obligations under these terms of use; Supply Chain Canada may assign any of its rights or obligations under these terms of use at any time without notice to you. These terms of use will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.