

TERMS OF USE: offcampus.mcmaster.ca

ACCEPTANCE OF TERMS – PLEASE READ CAREFULLY

The Macoffcampus.ca website (the “Site”) is provided by McMaster University subject to the following terms and conditions governing use of the Site (“Terms of Use”) and any operating rules or policies that may be posted on the Site from time to time by McMaster University, all of which are hereby incorporated by reference into the Terms of Use.

PLEASE READ THESE TERMS OF USE BEFORE ACCESSING THE SITE. BY USING THE SITE, YOU ARE AGREEING TO BE BOUND BY THE FOLLOWING TERMS OF USE. IF YOU DO NOT AGREE WITH THE TERMS OF USE OR IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, YOU ARE NOT AUTHORIZED TO USE THIS SITE. McMaster University reserves the right to modify or alter the Terms of Use from time to time without notice or penalty and you agree to be bound by any such modifications, alterations or amendments. Modifications to the Terms of Use shall be effective once they are posted on the Site.

GRANT OF LIMITED LICENCE

The Site contains information on properties, software, communications, text, graphics, advertisements, photographs, other media and other material (collectively, the “Information”) in which McMaster University and third parties have proprietary rights, including copyright and trademark rights.

Permission is granted to display, copy, print and download short extracts of the Information on the Site for personal use only. McMaster University does not guarantee that the Site will operate uninterrupted, or error free or any inaccuracies in the Information will be corrected.

This Site, Information and any related services (“Services”) are provided at the discretion of McMaster University. McMaster University reserves a right to suspend, terminate, deny access to or prevent use of all or any part of the Services to anyone without incurring any resulting obligation or liability.

PROHIBITED USES

You may not:

- * modify the Information or remove or obscure any copyright or other proprietary notices contained in the Information;
- * distribute or transmit the Information to another person not authorized to access this Site in any form by any means
- * use the Information for any commercial purpose (except for renting your accommodations) or for any public display (commercial or non-commercial);
- * attempt to decompile, translate or reverse engineer any software contained on the Site;
- * defame, abuse, harass, stalk, or threaten others;
- * post or transmit to the Site or to users of the Site any material which contains a computer virus or other harmful or disruptive component, or use the Site in any manner which is contrary to Canadian or international law; and
- * “mirror” the Information on any other server.

This limited licence shall automatically terminate if you violate any of these restrictions and may be terminated by McMaster University at any time by notice to you by any means or by posting notice on this Site.

USE OF THE SITE AS A VENUE

The Site acts as a venue for Landlords to list properties for rent and for Tenants to browse through listings of

such properties. McMaster University is not involved in the actual transaction between Tenants and Landlords and as a result, McMaster University has no control over the quality, safety or legality of the properties advertised, the truth or accuracy of any representations made by Landlords, the ability of Landlords to rent properties and the ability of Tenants to find a rental property. McMaster University expressly disclaims and excludes all warranties and representations expressed or implied, whether the Site contains Information that are accurate or fit for a particular purpose. By using the Site, you agree to accept the risks inherent in renting in an on-line venue and acknowledge that McMaster University shall not be responsible for the acts or omissions of users of the Site. **PLEASE USE CAUTION AND ENSURE YOUR SAFETY FIRST WHEN USING THE SITE.** All parties who use the Site are encouraged to obtain independent legal advice about their listing, the property in question and any resulting tenancy agreement.

LISTING AND RENTING PROPERTIES ON THE SITE

To list a property for rent on the Site you must open a membership account. Membership is only available to individuals who can form legally binding contracts. Without limiting the foregoing, persons under the age of 18 may not open an account and may not list properties for rent on the Site. If you do not qualify for membership, please do not use the Site. Once you have opened an account you may not transfer your account or user ID to another person.

You must provide a written description of the property you wish to rent and the terms of rent on the listings page of the Site. You may also include pictures of the property. All properties must be listed in the appropriate category.

You may not list properties which violate any law, statute or regulation or are obscene.

By submitting a listing on the site, you are attesting and warranting to McMaster University that you are either the owner of the property being listed or are the employee or authorized agent of the owner.

To list an property for rent on the Site you will be charged a fee. Before you list a property on the Site, you will have an opportunity to review and accept the fees you will be charged. You are responsible for paying all fees associated with your use of the Site and all applicable taxes. We may change our fees from time to time. Existing customers will be given advance notice of any proposed fee changes and an opportunity to discontinue using the Site.

To enable us to operate the Site, you agree to grant McMaster University a royalty-free, sublicenseable right to exercise the copyright in the materials you place on the Site. You also agree waive any moral rights you have in the materials for this purpose. Further, you warrant that any materials you place on the Site do not infringe the intellectual property rights of third parties.

LINKS

The Site may contain links to other Internet websites. These links are provided to you as convenient references to help you locate other Internet resources that may be of interest to you. McMaster University is not responsible for the contents of any linked website operated by a third party. The inclusion of links on the Site does not imply endorsement of the linked website by McMaster University. The use of any linked websites is at your own risk.

DISCLAIMER

The Information on the Site is provided on an "as is, as available" basis. By using the Site, you agree and understand that McMaster University makes no warranties, express or implied, statutory or otherwise with respect to the Site, the Information, or the products and services offered by McMaster University, its partners and affiliates, or third parties on the Site or on any website linked to the Site. McMaster University specifically

disclaims any implied warranties of title, conditions of merchantability, fitness for a particular purpose and non-infringement, and those arising from a course of dealing, usage or trade practice, unless specifically required by law. Further, McMaster University does not warrant or make any representations concerning the accuracy, reliability or likely results of the use of the Information, the Site or any websites linked to the Site. Without limiting the foregoing, McMaster University disclaims any responsibility for any harm resulting from the accessing or downloading of Information on the Site. McMaster may, in its sole discretion, refuse to accept any proposed listing. McMaster reserves the right, without any obligation, to monitor the website, your content or any of the content accessible via the Website, in its sole discretion, and to disclose any information necessary in order to comply with any law, regulation or government request, in the interest of operating the website properly or protecting itself or its users. McMaster may remove your content and/or terminate, limit or suspend your access to the website for any reason and without notice to you.

By using this Site, you acknowledge and agree that McMaster University has not investigated any listing herein and neither directly nor indirectly endorses or approves of any listing or content provided, or to be provided, by anyone whether directly or indirectly related to the use of this Site. You agree that you will not state or imply that use of this Site is any endorsement by McMaster University or its employees. These terms relate to all listings on this Site, including without limitation, those listings pursuant to the Students First Program.

LIMITATION OF LIABILITY

IN NO EVENT SHALL MCMASTER UNIVERSITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES OR ANY OTHER PARTY INVOLVED IN CREATING OR MAINTAINING THE SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY GENERAL, SPECIAL, INDIRECT, CONSEQUENTIAL, AGGRAVATED OR PUNITIVE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THE SITE, INCLUDING, BUT NOT LIMITED TO, YOUR USE OR RELIANCE ON ANY INFORMATION AVAILABLE ON THE SITE OR YOUR INABILITY TO USE THE SITE. DAMAGES AS REFERRED TO HEREIN INCLUDE, WITHOUT LIMITATION, PERSONAL INJURY, BUSINESS INTERRUPTION, LOST DATA, LOST PROFITS, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS, WHETHER IN AN ACTION FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORT OR FOR BREACH OF ANY STATUTORY OBLIGATION, EVEN IF MCMASTER UNIVERSITY HAD BEEN INFORMED OF THE POSSIBILITY THEREOF OR THE ACTION ARISES FROM MCMASTER UNIVERSITY'S OWN NEGLIGENCE.

Without limiting the foregoing, under no circumstances shall McMaster University be held liable for any damages resulting directly or indirectly from acts of nature or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, electrical power failures, strikes, labour disputes, natural disasters, governmental actions or non-performance of third parties.

INDEMNITY

You agree to defend, indemnify and hold McMaster University, its officers, directors, employees, agents, and affiliates harmless from any and all claims and demands, including reasonable legal fees, made by a third party in relation to your violation of these Terms of Use, your use of the Site, or your posting or transmission of any message, information, photograph, software or other material to the Site.

REVISIONS AND ERRORS

Although McMaster University uses reasonable efforts to post material which is accurate and current, the Information appearing on the Site may include outdated information or technical, typographical or photographic errors. McMaster University does not warrant or guarantee the quality, accuracy, completeness

or timeliness of the Information provided. McMaster University may make changes to the Information contained on the Site at any time without notice.

TRADEMARKS

McMaster University® and related McMaster University marks indicated by the ® and TM symbols are registered and unregistered trademarks of McMaster University. Certain words, phrases, names, designs or logos used on the Site may constitute trademarks, service marks or trade names of other entities. The display of any trade mark on the Site does not imply that a licence has been granted for any further use.

PRIVACY

For information on how personal information is collected, used and disclosed by McMaster University, please read our Privacy Policy, which also governs your use of this Site. If you object to your personal information being used as described in the Privacy Policy, please do not use the Site.

CONFIDENTIALITY WARNING

All comments, feedback, ideas, suggestions, and other similar submissions disclosed, submitted or sent to McMaster University via the Site or otherwise, are not confidential and will become and remain the property of McMaster University. E-mail is especially vulnerable to interception and McMaster University will not be responsible for any damages you may suffer as a result of transmitting confidential information to the Site via e-mail or implicitly or explicitly authorizing McMaster University to send confidential information to you via e-mail. Any Feedback you provide to McMaster University may be used, displayed, published, reproduced, modified, transmitted or copied by McMaster University in any medium and for any purpose, commercial or otherwise, without compensation or other obligations to you.

RECOURSE

If you are dissatisfied with the Site, these Terms of Use or the documents they incorporate by reference, or any other conditions, rules, policies, guidelines or practices of McMaster University, your sole and exclusive remedy is to discontinue using the Site.

BREACH

If you breach these Terms of Use or the documents they incorporate by reference, McMaster University may immediately remove your property listings, limit your activity on the Site, suspend or terminate your membership or refuse to allow you to use the Site and may claim any damages caused thereby.

GOVERNING LAW

The Site is controlled by McMaster University from within the Province of Ontario in Canada. By accessing the Site, you agree that the laws of the Province of Ontario and the laws of Canada applicable therein shall govern the interpretation, validity and effect of these Terms of Use and the documents incorporated by reference, and any other agreement posted on the Site, notwithstanding any conflict of laws provisions or your actual place of residence. You and McMaster University agree that any action or proceeding instituted or related to the Site shall be adjudicated by a court of competent jurisdiction located in the Province of Ontario, Canada.

FORCE MAJEURE

McMaster University will be liable for delay or failure to perform their respective obligations this Agreement if such delay or failure arises from any cause beyond the reasonable control of McMaster University ("Force Majeure"). Force Majeure includes, without limitation: labour disputes, strikes, other labour or industrial disturbances and any act of God, fire, natural disaster, power failures, accidents, public health emergency, act of government, shortages of materials or supplies and failure of contractors to perform.

SURVIVAL

Sections Prohibited Uses, Disclaimer, Limitation of Liability, Indemnity, Trademarks, Privacy, Recourse, and Breach shall survive the termination of this Agreement.

REFUND POLICY

McMaster University's policy is absolutely no refunds.

MISCELLANEOUS

These Terms of Use, including the documents incorporated by reference, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace any and all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. The failure of McMaster University to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right hereunder. If any of the provisions of the Terms of Use are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the Terms of Use shall remain in full force and effect.

CONTACT US

If you have any questions about these Terms of Use, please feel free to contact Conference & Event Services at macoffcampus@mcmaster.ca