

WEBSITE TERMS AND CONDITIONS OF USE

ACCEPTANCE OF THE WEBSITE TERMS AND CONDITIONS OF USE

These website terms and conditions of use for <https://grandbaywestfield.ca/> constitute a legal agreement and are entered into by and between you and the Town of Grand Bay-Westfield (the "**Town**," "**we**," "**us**," "**our**"). The following terms and conditions, together with any documents and/or additional terms they expressly incorporate by reference (collectively, these "**Terms and Conditions**"), govern your access to and use of, including any content, and functionality, offered on or through <https://grandbaywestfield.ca/> (the "**Website**").

BY USING THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY, FOUND AT <https://grandbaywestfield.ca/>, INCORPORATED HEREIN BY REFERENCE.

MODIFICATIONS TO THE TERMS AND CONDITIONS AND TO THE WEBSITE

We reserve the right in our sole discretion to revise and update these terms and conditions from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Website. You agree to periodically review the terms and conditions in order to be aware of any such modifications and your continued use shall be your acceptance of these.

The information and material on this Website may be changed, withdrawn, or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is restricted to users or unavailable at any time or for any period.

INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

You understand and agree that the Website and its entire contents, features, and functionality, including, but not limited to, all information, software, code, data text, displays, graphics, photographs, images, video, audio, music, broadcast, design, presentation, website layout, selection, and arrangement, are owned by the Town, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including, without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

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You may only use the Website for your personal and non-commercial use. You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of,

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- (a) your computer and browser may temporarily store or cache copies of materials being accessed and viewed;
- (b) a reasonable number of copies for personal use only may be printed keeping any proprietary notices thereon, which may only be used for non-commercial and lawful personal use and not for further reproduction, publication, or distribution of any kind on any medium whatsoever; and
- (c) in the event social media platforms are linked to certain content on our Website, you may take such actions as our Website and such third-party social media platforms permit.

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NO RELIANCE

The content on our Website is provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain more specific or professional advice before taking, or refraining from, any action or inaction on the basis of the content on our site.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties, or guarantees, whether express or implied, that the content on our Website is accurate, complete, or up to date. Your use of the Website is at your own risk and the neither the Town, nor its directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever for your use of this Website.

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suppliers, or successors have any responsibility or liability whatsoever to you, or any third party, for the content or accuracy of any third-party materials.

PRIVACY

By submitting your personal information and using our Website, you consent to the collection, use, reproduction, hosting, transmission, and disclosure of any such user content submissions in compliance with our Privacy Policy, found at <https://grandbaywestfield.ca/>, as we deem necessary for use of the Website and provision of services.

By using this Website you are consenting to the use of cookies which allow a server to recall previous requests or registration and/or IP addresses to analyze website use patterns. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. If you do, however, some areas of the Website may not function adequately.

THIRD-PARTY WEBSITES

For your convenience, this Website may provide links or pointers to third-party sites. We make no representations about any other websites that may be accessed from this Website. If you choose to access any such sites, you do so at your own risk. We have no control over the contents of any such third-party sites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third-party sites.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

GEOGRAPHIC RESTRICTIONS

The owner of the Website is based in New Brunswick in Canada. We provide this Website for use only by persons located in Canada. This Website is not intended for use in any jurisdiction where its use is not permitted. If you access the Website from outside Canada, you do so at your own risk and you are responsible for compliance with local laws of your jurisdiction.

DISCLAIMER OF WARRANTIES

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NEITHER THE TOWN NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS MAKE ANY WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE WEBSITE OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER THE TOWN NOR ITS PARENT, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS REPRESENT OR WARRANT THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE WEBSITE AND YOUR COMPUTER, INTERNET, AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING, OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

LIMITATION ON LIABILITY

Except where such exclusions are prohibited by law, under no circumstance will the town nor its directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors be liable for negligence, gross negligence, negligent misrepresentation, fundamental breach, damages of any kind, under any legal theory, including any direct, indirect, special, incidental, consequential, or punitive damages, including, but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort, breach of contract, breach of privacy, or otherwise, even if the party was allegedly advised or had reason to know, arising out of or in connection with your use, or inability to use, or reliance on, the website, any linked websites or such other third-party websites, nor any website content, materials, posting, or information thereon.

INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Town, its directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable legal fees) arising out of or relating to your breach of these Terms and Conditions or your use of the Website, including, but not limited to third-party sites, any use

of the Website's content, services, and products other than as expressly authorized in these Terms and Conditions.

GOVERNING LAW AND CHOICE OF FORUM

The Website and these Terms and Conditions will be governed by and construed in accordance with the laws of the Province of New Brunswick and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule and notwithstanding your domicile, residence, or physical location.

Any action or proceeding arising out of or relating to this Website and under these Terms and Conditions will be instituted in the courts of the Province of New Brunswick and/or the Federal Court of Canada, 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.

WAIVER

No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms and Conditions 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 and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

CONTACT

This website is operated by the Town of Grand Bay-Westfield, 609 River Valley Drive, Grand Bay-Westfield, NB E5K 1B3.

Any feedback, comments, requests for technical support, and other communications relating to the Website should be directed to administration@towngbw.ca.

[DATE]: February 12, 2024