

Terms of use agreement

The following terms of use agreement sets out your rights and obligations in respect of your use of the LSYC member only website.

Acceptance

It is important that you read the following terms and conditions carefully. This term of use agreement ("Agreement") is a legal agreement between you and the Lakeshore Yacht Club (the "LSYC"), the owner and operator of this website (the "Website"). It states the terms and conditions under which you may access and use the Website and all written and other materials displayed or made available through the Website, including, without limitation, text, images, computer software and code (the "Content"). By accessing and using the Website, you are indicating your acceptance to be bound by the terms and conditions of this Agreement, including without limitation the Privacy Notice set out below. If you do not accept these terms and conditions, you must not access or use the Website. The LSYC may revise this Agreement at any time by updating this posting. Use of the Website after such changes are posted will signify your acceptance of these revised terms. You should visit this page periodically to review this Agreement.

Notice to the public

The LSYC does not wish to use this Website as an interactive forum of exchange with the public with regard to questions or issues of a recreational boating nature. Unsolicited e-mail communications regarding such matters will not be responded to and will be discarded unread. If you wish to contact the LSYC, please do so by telephone, fax or regular mail in the manner set out on the Website. Media and other inquiries of a general nature may be forwarded to the appropriate email address listed on the Contact Us page.

Disclaimer of warranties

The Website and the Content is provided "AS IS" and "AS AVAILABLE" without representation, warranty, condition or covenant of any kind, expressed or implied. While the LSYC tries to provide information that is correct, accurate, complete, current, reliable, and timely, the LSYC makes no representations, warranties, conditions, or covenants, express or implied, regarding the Website and the Content including, without limitation, no representation, warranty, condition, or covenant that (i) the Website or Content will always be correct, accurate, complete, current, reliable, or timely, (ii) that the operation of the Website will always be uninterrupted or error-free, (iii) that defects or errors in the Website or the Content, be it human or computer errors, will be corrected, (iv) that the Website will be free from viruses or harmful components, and (v) that communications to or from the Website will be secure and/or not intercepted. To the maximum extent permitted by law, the LSYC disclaims all representations, warranties, conditions, and covenants, express or implied, or arising by course of action.

Limitation of liability

While the LSYC endeavors to provide accurate and current information on its website, in no event shall the LSYC, its officers, board members, employees, suppliers and their respective successors and assigns be liable for damages of any kind, including, without limitation, any direct, special, indirect, punitive, incidental or consequential damages incurred in connection with your use, misuse or reliance upon the Website or Content, or your inability to use the Website, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise. The foregoing limitation shall apply even if the LSYC knew of or ought to have known of the possibility of such damages. You acknowledge and agree that your access to and use of the Website and the Content is entirely at your own risk and liability.

Use of the website

The LSYC authorizes you to access and use the Website for your personal non-commercial use in Canada in accordance with the terms and conditions of this Agreement.

Copyright

The Website and the Content are protected by copyright and other intellectual property laws and is owned by the LSYC, or the party accredited as the provider of the Content. Except as granted in the limited license herein, any use of the Website or its Content, including modification, transmission, publication, distribution, republication, or other exploitation of the Website or of its Content, whether in whole or in part, is prohibited without the express prior written consent of the LSYC.

Limited license

Subject to the terms and conditions of this Agreement, you are hereby granted a limited, non-transferable and non-exclusive license to access, view and use the Website and the Content for your personal, non-commercial use. You are granted the right to download, store and/or print single copies of items comprising the Content for your personal, non-commercial use, provided that you maintain all copyright and other notices contained in such Content. You must also abide by any additional requirements governing the use of any specific Content that may be set out in the Website. In the event of a conflict between the terms of a specific license governing specific Content and this Agreement, the terms of the specific license shall govern.

Trademarks

LSYC, the LSYC logo, and THE LAKESHORE YACHT CLUB are trade-marks of the LSYC. Other names, words, titles, phrases, logos, designs, graphics, icons and trade-marks displayed on the Website may constitute registered or unregistered trade-marks of the LSYC or third parties. While certain trade-marks of third parties may be used by the LSYC under license, the display of third-party trade-marks on the Website should not be taken to imply any relationship or license between the LSYC and the owner of the trade-mark or to imply that the LSYC endorses the products, services, procedures, business, or other information of the owner of the said trade-mark.

Linking

The Website may contain links to third-party websites. These links are provided solely as a convenience to you and not as an endorsement by the LSYC of any third-party website or the content thereof. The LSYC does not operate any third-party website and is not responsible for the content of any third-party website, nor does it make any representation, warranty, condition, or covenant of any kind regarding any third-party website including, without limitation, any representation, warranty, condition, or covenant regarding (i) the legality, accuracy, reliability, completeness, timeliness or suitability of any content on such third-party websites, (ii) the merchantability and/or fitness for a particular purpose of any third-party websites or material, content, software, goods, or services located at or made available through such third-party websites, or (iii) that the operation of such third-party websites will be uninterrupted or error free, that defects or errors in such third-party Websites will be corrected, or that such third-party websites will be free from viruses or other harmful components. While the LSYC encourages links to the Website, it does not wish to be linked to or from any third-party website which contains, posts or transmits any unlawful or indecent information of any kind, including, without limitation (i) any content constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, provincial, national, international law or regulation which may be damaging or detrimental to the activities, operations, credibility or integrity of the LSYC, or (ii) any Website which contains, posts or transmits any material or information of any kind which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trade-mark or other proprietary rights. The LSYC reserves the right to prohibit or refuse to accept any link to the website, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time. You agree to remove any link you may have to the Website upon the request of the LSYC.

Modification to the website

LSYC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without written notice. You agree that the LSYC shall not be liable to you or any third party for any modifications, suspension or discontinuance of the Website or any part thereof.

Downtime

You acknowledge that the Website and any part thereof may be periodically unavailable in order to allow for maintenance.

Unauthorized use

Unauthorized attempts to defeat or circumvent security features, to use the LSYC system for other than intended purposes, to deny service to authorized users, to access, obtain, alter, damage, or destroy information, or otherwise to interfere with the system or its operation are not permitted. Evidence of such acts may also be disclosed to law enforcement authorities and result in criminal prosecution under the laws of Canada or such other jurisdictions as may apply.

Waiver

Any consent by the LSYC to, or waiver of, a breach of this Agreement which you have committed, whether express or implied, shall not constitute a consent to, or waiver of, any other, different or subsequent breach.

Severability

The invalidity or unenforceability of any provision of this Agreement or any covenant contained herein shall not affect the validity or enforceability of any other provision or covenant contained herein and any such invalid provision or covenant shall be deemed severable from the rest of this Agreement.

Termination

The LSYC may, in its sole discretion, terminate or suspend your right to use the Website, or any part of the Website, at any time without notice. In the event of such termination, or suspension, you are no longer authorized to access, view or use the Website, or the part of the Website affected by such termination or suspension. The restrictions imposed on you with respect to material downloaded from the Website, the disclaimers and the limitation of liability set forth in this Agreement, shall survive termination or suspension of this Agreement for any cause. The LSYC shall not be liable to you or any other party for such termination or suspension.

Entire agreement

This Agreement, which includes a **Privacy Statement**, is the entire Agreement between you and the LSYC relating to your access and use of the Website.

Governing law and jurisdiction

The Website is operated by the LSYC from its offices within the province of Ontario, Canada. You agree that all matters relating to your access or use of the Website and its Content shall be governed by the laws of the province of Ontario and the laws of Canada applicable therein, without regard to conflict of laws principles. You agree and hereby submit to the exclusive and preferential jurisdiction of the courts of the province of Ontario with respect to all matters relating to your access and use of the Website and the Content as well as any dispute that may arise there from.

Notice

Questions or comments regarding the Website, arising from the media or of a general information nature may be directed by e-mail to mail@lsyc.com