

## **IATP Site Terms of Use**

**(Effective December 20, 2013)**

**PLEASE READ THESE TERMS OF USE ("TERMS OF USE") CAREFULLY BEFORE USING THIS WEBSITE. USING THIS WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THIS WEBSITE.**

**1. Web Site License and Access** As a user of this IATP website and associated microsites ("Site"), unless otherwise stated, you are granted a single user, non-exclusive, non-transferrable, revocable limited license to access and use this website and its content in accordance with these Terms of Use. IATP may terminate this license at any time where it considers its copyright or intellectual property rights have been or may be infringed accidentally or otherwise or that the scope of usage is or is intended to be outside the permitted Terms of Use.

Certain services are available to users who are prepared to complete registration documentation. Upon satisfactory completion of registration documentation online or offline, confidential access codes may be provided to enable continued access online with full or partial permitted exposition of particular data files or permitted downloading of content. The access code(s) so provided are intended for your sole use and may not be passed to co-workers or to third parties. If accidental or other misuse of confidential access codes occurs or is believed to occur, IATP reserves the right to treat each such occurrence(s) as a breach of these Terms Of Use and to withdraw access to the products and services. If the user becomes aware or suspects an unauthorized person has obtained the access codes, the user should immediately notify IATP so the situation may be rectified.

### **1.1 Subscription**

IATP Platform services are offered by subscription due to IATP membership: online access will be supplied subject to the Terms Of Use stated herein provided IATP membership and accordingly the subscription remains paid-up. Access request(s) or connection(s) beyond a subscription term or beyond the scope of the subscription paid to date, may not be partially, continuously or completely provided until the condition is regularized.

### **2. Your Conduct**

The content on this Site is for your personal use only within the organization or entity to which you are attached as applicable, and **it is not intended for commercial exploitation** unless expressly agreed in writing by IATP through a duly authorized representative. IATP authorizes you to download or reproduce selected materials at this Site only for your personal, non-commercial use, in the ordinary course of business provided that you retain all copyright and other proprietary notices contained in the original materials on any copies of the materials and that the title or database brand name and IATP name is stated as the source.

You may not otherwise modify, disassemble, create derivative works, distribute, reproduce, publicly display, perform, transmit, re-transmit, sell, rent, sublicense, or otherwise use any materials or content on this Site for commercial or non-commercial exploitation by yourself or the organization or entity to which you are attached or permit third parties to do so.

Without limitation, unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content is not permitted, and any use of these materials on any other website or networked computer environment for any purpose without IATP's prior written consent is prohibited.

The content and materials at this Site are copyrighted and any unauthorized use of any materials at this Site may violate copyright, trademark, and other laws.

If you breach any of these Terms of Use, your authorization to use this Site automatically terminates and you must immediately destroy any downloaded or printed materials.

**It is also prohibited to copy, save, disclose contact details of the registered platform users for commercial purpose or for any kind of advertising purpose. IATP reserves the right to suspend and terminate all those users in contravention of the present rule.**

### **3. Third Party Content and Links**

In the provision of reports, research, e-learning, data, information or other materials, IATP may use its own staff resources or those of third parties or a combination of such resources in the preparation and presentation of said material(s). IATP will take all reasonable endeavours to ensure the accuracy of such material(s) and, to the best of IATPs knowledge, the numeric tables and numeric time series where shown are accurate but are subject to usual statistical norms and variables. IATP reserves the right to make alterations to products and services from time to time in the interests of maintenance, operability, accuracy, topicality and usefulness. IATP warrants that it has taken all reasonable endeavours to ensure such material(s) is free of intellectual property infringement insofar that this is possible. In addition, this Site and associated microsites may provide links to other Internet sites or resources ("third party links"), such as conference hotel booking. IATP is providing these third party links to you only as a convenience, and the inclusion of any link to such sites does not imply endorsement by IATP of those sites.

Because IATP has no control over such external resources and sites, you acknowledge and agree that IATP is not responsible for the availability of such external resources and sites, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such external resources and sites. IATP may terminate the availability of such external resources and sites through links on its Site at any time. IATP will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, products, goods or services available on or through these channels.

### **4. Intellectual Property Rights**

The contents of the data and information made available on this Site including, but not limited to text, data, graphics, and icons, are copyrighted materials owned by IATP, including its affiliates or subsidiaries. IATP, [www.iatp.com](http://www.iatp.com) and other unique record locators (URL) and or other IATP logos and product and service names are trademarks of IATP, which are protected by applicable laws of certain countries. All rights are reserved. You must not modify, decompile, or reverse engineer any software IATP discloses to you via this Site, and you must not remove, overprint, or deface any notice of copyright, trademark, logo, legend, or other notice of ownership from any originals or copies of software or information from the website. "IATP Trademarks" means all names, marks, brands, URL names or addresses, logos, designs, trade dress and other designations IATP uses in connection with Services. You are permitted to incorporate IATP Trademark into any other trademarks only if in compliance to the defined [IATP logo policy](#). Any unauthorized use of any materials contained on this website may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

### **5. Disclaimer of Warranties**

While every effort has been made to ensure the quality and accuracy of information displayed on this Site, IATP makes no warranty, express or implied, concerning the Site and its contents and disclaims all warranties, including, but not limited to, warranties of fitness for a particular purpose and warranties of merchantability.

IATP further makes no warranty that the Site or any websites linked thereto will be error free, free of viruses or other harmful components, or that any defects will be corrected.

IATP disclaims all responsibility for any loss, injury, claim, liability or damages of any kind arising out of use of this Site or access to third party links, contents or sites via this Site.

IATP does not warrant that access to this Site or linked third party websites will be available at all times, but it will take all necessary steps to rectify fault(s) as soon as reasonably practicable.

Any material downloaded or otherwise obtained through the use of this Site is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from IATP or through or from this Site will create any warranty not expressly stated in the terms. IATP employees are not authorized to vary these terms.

## **6. Limitation of Liability**

To the extent not prohibited by applicable law, IATP is not liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to, damages for loss of profits, revenue, goodwill, use, data, electronically transmitted orders, or other economic advantage (even if IATP has been advised of the possibility of such damages), however caused and regardless of the theory of liability, arising out of or related to:

- a. the use of or the inability to use this Site;
- b. unauthorized access to or alteration of your transmissions or data;
- c. statements or conduct of any third party on the Site; or
- d. any other matter relating to the Site.

You have sole responsibility for adequate protection and backup of data and equipment used in connection with the Site and will not make a claim against IATP for lost data, re-run time, inaccurate output, work delays or lost profits resulting from the use of the materials. You agree to hold IATP harmless from, and you covenant not to sue IATP for, any claims based on using the website.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## **7. User Submissions and Privacy**

IATP does not want to receive confidential or proprietary information from you through this Site. Any material, information or other communication ("Communications") you transmit or post to this Site will be considered non-confidential and non-proprietary.

IATP will have no obligations with respect to the Communications. IATP and its designees will be free to copy, disclose, distribute, incorporate and otherwise use the Communications and all data, images, sounds, text, and other things embodied therein for any and all commercial or non-commercial purposes. You are prohibited from posting or transmitting to or from this Site any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law. IATP is committed to maintaining the privacy of those using this Site and has a privacy policy that governs the treatment of any personal information received through your visit to this Site. Personally identifiable information that you submit to IATP for the purpose of receiving products or services will be handled in accordance with [IATP's Website privacy policy](#). Your use of this Site is subject to [IATP's Website privacy policy](#).

## **8. Severability**

If a court of competent jurisdiction finds any provision of these Terms of Use 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.

## **9. Headings**

The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

## **10. No Waiver**

The failure of IATP to exercise or enforce any right or provision of these Terms of Use does not constitute a waiver of such right or provision.

## **11. Governing Law**

This Agreement shall be governed by the laws of the Province of British Columbia, Canada, and the laws of Canada applicable therein, as if this Agreement were a contract wholly entered into and wholly performed within the Province of British Columbia, without reference to choice of law provisions. The parties to this Agreement irrevocably agree to submit to personal jurisdiction.