

TERMS OF SERVICE

LAST UPDATED: November 26th, 2018

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY

If you disagree with any term or condition of this Agreement, do NOT access or use the service provided at <https://p2k.uwaterloo.ca/> (**Service**). By using the Service, you are agreeing to the terms of this Terms of Service Agreement (the “**Agreement**”). Please read the terms of this Agreement carefully. If you are accessing the Service and using the Service results personally, “**Client**” means you, an individual. If you are accessing the Service and using the Service results on behalf of a legal person, “**Client**” refers to that legal person, and you represent, warrant and covenant that you have the authority to bind them to this Agreement. “**Agreement**” means the sections and schedules of this Agreement as amended from time to time, and such other documents as are expressly incorporated by reference in this Agreement.

In consideration of the respective covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, University of Waterloo, having its offices at 200 University Avenue West, Waterloo, Ontario (the “**Licensor**”) makes the Service available subject to the terms and conditions of this Agreement.

1. LICENSE

1.1 Grant. Licensor grants to Client a revocable, non-exclusive, non-transferable, limited license to access and use the Service solely for internal evaluation purposes subject to the terms and conditions of this Agreement. Except for the limited license rights expressly granted in this Agreement, Licensor reserves all rights, title and interest in and to the Service. Licensor may suspend or stop providing the Service to Client if Client does not comply with any term or condition of this Agreement or if Licensor is investigating suspected misconduct. Finally, Licensor reserves the right to add or remove functionalities or features of the Service, and Licensor reserves the right to suspend or stop the Service altogether.

1.2 Restrictions. Client agrees not to (and will not allow, direct or authorize any Representative of Client or other Person to) do the following in connection with the Service:

- i. access the Service using a method other than the interface and the instructions that Licensor provides. Client may only use the Service as permitted by applicable law, including export control laws and regulations;
- ii. remove any proprietary notices from the Service;
- iii. reverse engineer or otherwise attempt to derive the source code to the software behind the Service;
- iv. modify or create any derivative works based on the Service;
- v. rent, time share, operate a service bureau, application service provider business or other online software/service rental business with respect to the Service or otherwise allow direct or indirect use of the Service by any Person;
- vi. sell or lease the Service results
- vii. probe, scan, or test the vulnerability of any system or network used by the Service;
- viii. breach or otherwise circumvent any security or authentication measures of the Service;
- ix. interfere with or negatively affect the functioning, use, confidentiality or security of the Service, the Service results, systems on which the Service is hosted or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Service;
- x. use another person's user ID and password; share its own user ID and password with others; attempt to gain unauthorized access to;
- xi. access, search, or create accounts for the Service by any means other than provided interfaces by the Service (for example, "scraping" or creating accounts in bulk); or
- xii. infringe the rights of others.

“**Representatives**” means, in the case of Client, Licensor or any other Person, any directors, officers, appointees, employees, agents, consultants or subcontractors, as well as the subcontractors’ directors, officers, employees, agents, consultants or subcontractors. “**Person**”, if the context allows, means any individual, person, estate, trust, firm, partnership or corporation, government or any agency or ministry of any government, and includes any successor to any of the foregoing.

2. TERMINATION

2.1 Term. This Agreement will commence on the date that Client clicks the “I ACCEPT THE AGREEMENT” button at the end of this Agreement (the “**Effective Date**”) and remains effective until terminated in accordance with this Agreement.

2.2 Termination. If Client breaches any term or condition of this Agreement, this Agreement will terminate immediately, without any requirement for written notice to Client.

2.3 Upon Termination. Client shall immediately discontinue use of the Service.

2.4 Survival. Those sections which by their nature should survive the termination or expiration of this Agreement will survive termination or expiration, including sections 1.2, 3, 4, 5 and 6.

3. CONFIDENTIALITY AND PRIVACY

3.1 Client hereby grants Licensor a worldwide license to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute all content submitted or sent to and received through the Service. This license continues even if Client stops using the Service. Client represents and warrants that it has the necessary rights to grant Licensor this license for the content submitted to and from the Service,

3.2 The Licensor may also collect and internally use the following information to provide, improve and protect the Service:

(a) Account. Collect, and associate with Client account, information like Client’s name, email address, business affiliation, phone number, and account activity.

(b) Usage. Collect information related to Client’s use of the Service, including dates and time of use.

4. AVAILABILITY AND WARRANTIES

4.1 No Warranty. The Service, and any other related services are provided on an “as is” basis without any warranty of any kind.

4.2 Disclaimer. LICENSOR EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS WITH RESPECT TO THE SERVICE OR OTHERWISE ARISING FROM THIS AGREEMENT WHETHER EXPRESS OR IMPLIED, PAST OR PRESENT, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

5. LIMITATION OF LIABILITY

5.1 Indirect Damages. LICENSOR (INCLUDING ITS REPRESENTATIVES AND ALL SUPPLIERS) WILL NOT BE LIABLE TO CLIENT OR ANY OTHER PERSON IN ANY WAY WHATSOEVER, FOR LOST PROFITS OR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. THIS LIMITATION WILL APPLY WHETHER OR NOT THE DAMAGES ARE FORESEEABLE OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.2 Limit. IN NO EVENT WILL THE TOTAL CUMULATIVE LIABILITY OF LICENSOR (INCLUDING ITS REPRESENTATIVES AND ALL SUPPLIERS TO CLIENT (INCLUDING ITS REPRESENTATIVES), FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, EXCEED \$100.00.

5.3 Application. THE FOREGOING PROVISIONS SET OUT IN THIS SECTION 5 WILL APPLY REGARDLESS OF THE FORM OR CAUSE OF ACTION.

5.4 Exclusion. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES. IF ANY JURISDICTION HAVING APPLICABILITY TO THIS AGREEMENT DOES NOT PERMIT ANY SUCH EXCLUSION OR LIMITATION: (A) EACH WARRANTY WHICH CANNOT BE EXCLUDED SHALL BE LIMITED IN TIME TO A PERIOD OF 30 DAYS; AND (B) LICENSOR'S TOTAL LIABILITY TO LICENSEE FOR BREACH OF ANY OR ALL SUCH WARRANTIES SHALL BE LIMITED TO THE AMOUNT STATED IN SECTION 5.2 OF THIS AGREEMENT.

6. GENERAL

6.1 Entire Agreement. The Agreement constitutes the complete and exclusive agreement between the parties with respect to its subject matter, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding its subject matter. Should any provision of this Agreement be held to be invalid by a court of competent jurisdiction, then that provision will be enforced to the extent permissible, and all other provisions will remain in effect and are enforceable by the parties.

6.2 Interpretation. The headings used in this Agreement are for convenience of reference only. No provision of this Agreement will be interpreted against any party merely because that party or its legal representative drafted the provision. All remedies are cumulative. Throughout this Agreement, the term “including” or the phrases “e.g.,” or “for example” have been used to mean “including, without limitation”.

6.3 Waiver. No term of the Agreement will be deemed to be waived by reason of any previous failure to enforce it. No term of the Agreement may be waived except in a writing signed by the party waiving enforcement.

6.4 Assignment. Client may not assign its rights or delegate its duties under the Agreement, either in whole or in part, without the prior written consent of the Licensor. Subject to that restriction, this Agreement will be binding on, will inure to the benefit of, and will be enforceable against the parties and their respective successors and permitted assigns.

6.5 Independent Contractors. The relationship between the parties is that of independent contractors. The Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between them. Neither party will have the power to bind the other without the other party's prior written consent.

6.6 Governing Law. The Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without reference to the conflict of laws provisions. The parties agree to attorn to the jurisdiction of the courts of the Province of Ontario for the conduct of any legal proceedings under, or related to, this Agreement.

6.7 Media. Licensor may list Client as a client. Otherwise, neither party will issue any public notice or press release, or otherwise make use of its association with the other party or this Agreement, without the prior written consent of the other party.