

SUBMISSION POLICY

1. Agreement

Myseum of Toronto (hereinafter referred to as “us”, “we” and/or “Myseum of Toronto”) welcomes you to our website (the “Site”).

By accessing and using this Site or by submitting any User Content, you (and your parent/legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) signify that you have read, fully understand and agree to be legally bound by This Submission Policy (“Policy”) and to comply with all applicable laws and regulations as they may change from time to time. IF YOU DO NOT ACCEPT AND AGREE TO BE LEGALLY BOUND BY AND COMPLY WITH THIS POLICY, YOU ARE NOT PERMITTED TO ACCESS OR USE THE SITE OR SUBMIT ANY USER CONTENT.

We reserve the right, in our sole and absolute discretion, to modify all or a portion of this Policy at any time without further notice and without incurring any liability or obligation. If we do this, we will post the changes to this Policy on the Site and will indicate the date this Policy was last revised. Your continued access to and/or use of the Site after any such changes constitutes your (and your parent’s or legal guardian’s on your behalf, if you are under the age of majority in your jurisdiction of residence) acceptance of, and agreement to be legally bound by, this Policy, as revised.

2. User Submissions

Certain features and/or portions of this Site may (or may in the future) permit you to upload, post or otherwise transmit content that you have created (the “User Content”).

- a. You hereby agree that you shall not use the Site to upload, post, communicate or otherwise submit or transmit through, or to, the Site any User Content that:
 - i. may, in the sole and absolute discretion of Myseum of Toronto, degrade, tarnish or deprecate Myseum of Toronto and/or our public image or standing;
 - ii. is deemed, in the sole and absolute discretion of Myseum of Toronto, to be defamatory, trade libelous, pornographic or obscene;
 - iii. is deemed, in the sole and absolute discretion of Myseum of Toronto, to contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic) who have not provided their consent; commercial messages, comparisons or solicitations for products or services other than products of Myseum of Toronto; any identifiable third party products, trade-marks, brands and/or logos, other than those of Myseum of Toronto; conduct or other activities in violation of these Terms of Use; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by Myseum of Toronto in our sole and absolute discretion;
 - iv. contains any reference to or likeness of any identifiable third parties, unless consent has been obtained from each such individual and his/her parent/legal guardian if he/she is under the age of majority in his/her jurisdiction of residence (note: if you cannot obtain the consent of an individual appearing in your User Content, then, if applicable, his/her face must be blurred out and voice must be altered so as to be unrecognizable);
 - v. is in any way disparaging, or might be seen to be disparaging, to Myseum of Toronto;

- vi. infringes, or might infringe, the intellectual property rights, privacy rights, rights of publicity, or other proprietary rights of others or give rise to any claims for payment whatsoever;
- vii. contains any viruses, trojan horses, time bombs, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- viii. contains (in any format or media) any music, logos, trade-marks or other copyrighted materials (e.g. photographs, pictures, texts, lyrics, etc) unless you have first obtained consent from the owner of such materials.

3. License Granted by Site Users to Myseum of Toronto (Re: User Content)

By submitting any User Content, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) are giving Myseum of Toronto permission to forever use any User Content you submit on or through the Site.

By using the Site and providing User Content, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) hereby: (i) grant to Myseum of Toronto a world-wide, perpetual, irrevocable, transferable, sub-licensable, royalty-free, non-exclusive, and unrestricted license to copy, reproduce, adapt, transmit, edit, modify, or otherwise use, publicly display, distribute, translate and create compilations and derivative works from, any and all User Content (in any format or media) that you post on, upload or otherwise submit to or through, the Site; and (ii) waive all moral rights in and to all User Content that you post on, upload or otherwise submit to or through, the Site in favour of Myseum of Toronto. For greater certainty, this means that, among other things, Myseum of Toronto has the right to use any and all ideas you submit (including ideas about our products, services, publications or advertising campaigns) in any manner that we choose, without any notice or obligation to you whatsoever.

Without limiting the generality of the foregoing, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) hereby grant to each user of the Site a world-wide, perpetual, irrevocable, royalty-free, non-exclusive license to share any and all User Content (in any format or media) that you post on, upload or otherwise submit to or through, the Site via any share functionality that may be available on the Site.

4. User Waivers and Representations (Re: User Content)

By using the Site and providing User Content, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) hereby acknowledge, agree, warrant and represent to Myseum of Toronto that any and all User Content (in any format or media) you post on, upload to or otherwise submit to or through, the Site:

- a. is original to you and that you have obtained all necessary rights in and to the User Content and all of its components (if applicable) to post, upload, or otherwise submit it to or through the Site; and
- b. does not violate any law; and
- c. complies with this Policy.

5. Indemnification by User

By using the Site, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) hereby agree to indemnify, defend and hold harmless Myseum of Toronto, and each of our agents, employees, directors, successors, and assigns (collectively, the “**Releasees**”) from any loss, liability, claim, demand, damage or expense asserted by any entity relating in any way to your use of the Site, User Content, and/or

breach of this Policy, including, without limitation, any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other cause of action.

6. Notice of Infringing User Content

To provide notice of allegedly infringing materials on the Site, please contact us at: info@myseumoftoronto.com, calling 416-583-2030, or writing to us at 401 Richmond Street, Suite 384, Toronto, Ontario, M5V 3A8.

7. Disclaimer and Limitation of Liability

TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, THE SITE AND ALL INFORMATION CONTAINED ON OR ACCESSED FROM THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE RELEASEES MAKE NO REPRESENTATION OR WARRANTY THAT: (I) THE SITE WILL BE COMPATIBLE WITH YOUR COMPUTER AND SOFTWARE; (II) THE SITE WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR ERROR; (III) THE USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, THE BROWSING AND DOWNLOADING OF ANY INFORMATION, WILL BE FREE OF ANY VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE, INTRUSIVE OR DISRUPTIVE COMPONENTS; (IV) THE TRANSMISSION OF INFORMATION TO AND FROM THE SITE WILL BE SECURE; (V) THE USE OF THE SITE WILL NOT INFRINGE THE RIGHTS (INCLUDING, WITHOUT LIMITATION, INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; OR (VI) THE USE OF THE SITE WILL NOT CAUSE ANY DAMAGE TO YOUR COMPUTER SYSTEMS, SOFTWARE OR ELECTRONIC FILES.

COMMENTS OR OPINIONS EXPRESSED ON THE SITE ARE THOSE OF THEIR RESPECTIVE SITE USERS ONLY. THE VIEWS EXPRESSED ON THE SITE AND IN USER CONTENT DO NOT NECESSARILY REPRESENT OR REFLECT THE VIEWS OF MYSEUM OF TORONTO. THE RELEASEES ARE NOT RESPONSIBLE FOR, AND DISCLAIM ALL LIABILITY IN RELATION TO, THE USER CONTENT POSTED, UPLOADED OR OTHERWISE SUBMITTED TO OR THROUGH THE SITE.

THE RELEASEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES WHATSOEVER ARISING FROM, CONNECTED WITH, OR RELATING TO THE SITE. YOU EXPRESSLY ACKNOWLEDGE THAT MYSEUM OF TORONTO HAS ENTERED INTO THIS AGREEMENT WITH YOU (OR, WITH YOUR PARENT/LEGAL GUARDIAN ON YOUR BEHALF IF YOU ARE UNDER THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE) AND MAKES THE SITE AVAILABLE TO YOU, IN RELIANCE UPON THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU (OR, YOUR PARENT/LEGAL GUARDIAN ON YOUR BEHALF IF YOU ARE UNDER THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE) AND MYSEUM OF TORONTO. YOU (AND YOUR PARENT/LEGAL GUARDIAN ON YOUR BEHALF IF YOU ARE UNDER THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE) EXPRESSLY AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN WILL SURVIVE, AND CONTINUE TO APPLY IN THE CASE OF A FUNDAMENTAL BREACH OR BREACHES, THE FAILURE OF ESSENTIAL PURPOSE OF CONTRACT, THE FAILURE OF ANY EXCLUSIVE REMEDY, OR TERMINATION OF THIS AGREEMENT.