

Terms of Service - Research Online

Terms of Service

These terms of service (the "Agreement" or the "Terms") are a legal agreement between you ("you," "your") and Research Online, a Canadian corporation ("we", "our" or "us").

Research Online is a way to do large-scale physiological testing online (the "Services") to you subject to these Terms. Please read these Terms carefully before using the Services. By accessing or using the Services, you explicitly agree to comply with and be bound by the Terms and all terms, policies and guidelines incorporated by reference herein. If you do not agree to all provisions of these Terms, do not use the Services. The Services are for your own use only. You may not resell, lease or provide them in any other way to anyone else. You must be the age of majority in your jurisdiction to use our Services.

These Terms do not alter in any way the terms or conditions of any other agreement you may have with Research Online or its affiliates for products, services or otherwise. Also, these Terms are in addition to the end user license agreement for any website or mobile application we provide.

Research Online reserves the right to change or modify any of the terms and conditions contained in these Terms, or any policy or guideline relating to the Services, at any time and in its sole discretion. If we do so, we will post a notice visible to you when you use our website. If you do not agree with the changes, you can cancel your account with us without further obligation. Unless otherwise specified, any changes or modifications will be effective immediately upon posting of the revisions through the Services, and your continued use of the Services after such time will constitute your acceptance of such changes or modifications. You should from time to time review the Terms and any policies and documents incorporated in them to understand the terms and conditions that apply to your use of the Services. The Terms will always show the 'last updated' date at the top. If you do not agree to any amended Terms, you must stop using the Services. If you have any questions about the Terms, please submit a support request.

Privacy Policy

Please refer to Research Online privacy policy (the "Privacy Policy") for information on how Research Online collects, uses and discloses personally iden-

tifiable information from its members. By agreeing to these Terms or using the Services, you agree to our collection, use and disclosure of your personally identifiable information in accordance with the Privacy Policy.

Questions and Comments

If you have any questions about this Policy, please contact us at info@researchonline.ca.

Ownership and Copyright

Except as otherwise indicated, the Services, and all text, images, marks, logos and other content contained in or communicated using the Services, including, without limitation, the Research Online logo and all designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection and arrangement thereof (collectively, the "Content") are the property of Research Online or its licensors and are protected by Canadian and international copyright laws. All rights to the Content are expressly reserved. Nothing contained in the Services may be construed as granting, by implication, estoppel or otherwise, any license or right to use any patent, trademark, copyright or other proprietary right of Research Online or any third party without the prior written permission of Research Online or such other party that may own such patent, trademark, copyright or other proprietary right(s).

Trademarks

Research Online, its logo and all other product or service names or slogans displayed on or communicated through the Services are registered and/or common law trademarks of Research Online and/or its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Research Online or the applicable trademark holder. In addition, the look and feel of the Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Research Online and may not be copied, imitated or used, in whole or in part, without the prior written permission of Research Online. All other trademarks, registered trademarks, product names and company names or logos displayed on or communicated through the Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Research Online.

Limited License to the Content

Research Online grants you a limited license that cannot be sub-licensed to access and use the Services and to view, copy and print portions of the Content. Such license is subject to these Terms, and specifically conditioned upon the following: (i) you may only view, copy, download and print portions of the Content for your own informational, personal and non-commercial use in accordance with the Terms; (ii) you may not modify or otherwise make derivative uses of the Services or the Content, or any portion thereof; (iii) you may not remove or modify any copyright, trademark, or other proprietary notices that have been placed in the Content; (iv) you may not use any data mining, robots or similar data gathering or extraction methods; (v) you may not use the Services or the Content other than for their intended purpose; and (vi) you may not reproduce, prepare derivative works from, distribute or display the Services or any Content (except for page caching), except as provided herein. Except as expressly permitted above, any use of any portion of the Services or Content without the prior written permission of Research Online is strictly prohibited and will terminate the license granted herein. This license is revocable at any time, and for any reason, or for no reason.

Any such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws. Unless explicitly stated herein, nothing in these Terms may be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise.

You represent and warrant that your use of the Services and the Content will be consistent with this license and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties, or violate any applicable law. You expressly agree to indemnify Research Online against any liability to any person arising out of your use of Content not in accordance with these Terms.

To request permission for uses of Content not included in the foregoing license, you may contact Research Online at the address set out at the bottom of these Terms.

Hyperlinks

The Services may contain links to third-party Web sites ("Third-Party Sites") and third-party content ("Third-Party Content") as a service to those interested in this information. You use links to Third-Party Sites, and any Third-Party Content therein, at your own risk. Research Online does not monitor or have any control over, and makes no claim or representation regarding, Third-Party Content or Third-Party Sites. Research Online provides these links only as a convenience, and a link to a Third-Party Site or Third-Party Content does not imply Research Online's endorsement, adoption or sponsorship of, or affiliation with, such Third-Party Site or Third-Party Content. Research Online accepts no responsibility for reviewing changes or updates to, or the quality, content,

policies, nature or reliability of, Third-Party Content, Third-Party Sites, or Web sites linking to the Services. When you leave the Services, our terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Site, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

Registration Data and Account Security

You agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Services ("Registration Data"); (b) maintain the security of your password; (c) maintain and promptly update the Registration Data, and any other information you provide to Research Online, and to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to Research Online. We are not responsible for any loss you suffer as a result of not keeping your Registration Data current.

Warranty Disclaimer

Except as expressly provided to the contrary in writing by Research Online, the services are provided on an "as is" basis without warranties of any kind, either express or implied. Research Online expressly disclaims all other warranties, express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to the services or the content. Research Online does not represent or warrant that materials in the services or content are accurate, complete, reliable, current or error-free, and expressly disclaims any warranty or representation as to the accuracy or proprietary character of the services, the content or any portion thereof.

Research Online is not responsible for typographical errors or omissions relating to pricing, text or photography. While Research Online attempts to make your access to and use of the services, Research Online cannot and does not represent or warrant that the services or its server(s) are free of viruses or other harmful components; therefore, you should use industry-recognized software to detect and disinfect viruses from any download.

Limitations of Liability

You waive, and covenant not to assert, any claims or allegations of any nature whatsoever against Research Online, its affiliates, or their respective directors, officers, employees or agents arising out of or in any way relating to your use of the services, the content, the offers or the purchase or use of any products you purchase related to the offers, including, without limitation, any claims

or allegations relating to the alleged infringement of proprietary rights, alleged inaccuracy of content, or allegations that Research Online has or should indemnify, defend or hold harmless you or any third party from any claim or allegation arising from your use or other exploitation of the services. You use the services at your own risk.

Without limitation of the foregoing, neither Research Online nor any parties providing content or the products associated with offers shall be liable for any direct, special, indirect, consequential punitive or exemplary damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise ("losses"), arising out of or in any way connected with the use of the services or the content, including without limitation any damages caused by or resulting from your reliance on any content or other information obtained from Research Online or accessible via the services, or that result from mistakes, errors, omissions, interruptions, deletion of files or email, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction or unauthorized access to Research Online's records, programs or the services. In addition, Research Online shall not be liable for any losses arising out of or in any way connected with the purchase or use of any products associated with offers.

In no event shall the aggregate liability of Research Online, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of the services exceed any compensation you pay, if any, to Research Online for access to or use of the services.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This agreement gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under this agreement will not apply to the extent prohibited by applicable law.

User Communications

Research Online is under no obligation to refrain from reproducing, publishing or otherwise using, without compensation, communications other than personal information, you send to or receive from Research Online by electronic mail or other electronic means, including any ideas, inventions, concepts, techniques or know-how disclosed therein, for any purpose, including the developing, manufacturing and/or marketing of products or services incorporating such information.

Applicable Law and Venue

The Services (excluding Third-Party Sites) are controlled by Research Online and operated by it from its offices in London, Ontario. The Site is accessible, however, outside of Ontario.

You and Research Online both benefit from establishing a predictable legal environment in regard to the Services. Therefore, you and Research Online explicitly agree that all disputes, claims or other matters arising from or relating to your use of the Services will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

You agree that all Claims will be heard and resolved in a court of competent subject matter jurisdiction located in London, Ontario. You consent to the personal jurisdiction of such courts over you, stipulate to the fairness and convenience of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts.

If you choose to access the Services from locations other than Ontario, you will be responsible for compliance with all local laws of such other jurisdiction and you agree to indemnify Research Online for your failure to comply with any such laws.

Termination / Modification of License and Site Offerings

Notwithstanding any provision of these Terms, Research Online reserves the right, without notice and in its sole discretion, without any notice or liability to you, to (a) terminate your license to use the Services, or any portion thereof; (b) block or prevent your future access to and use of all or any portion of the Services or Content; (c) change, suspend or discontinue any aspect of the Services or Content; and (d) impose limits on the Services or Content.

Miscellaneous

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Research Online may assign any or all of its rights hereunder to any party without your consent. You are not permitted to assign any of your rights or obligations hereunder without the prior written consent of Research Online, and any such attempted assignment will be void and unenforceable. These Terms constitute the entire agreement between you and Research Online regarding your use of the Services, and supersede all prior or contemporaneous communications whether electronic, oral or written between you and Research Online regarding your use of the Services.

Last Updated: January 17, 2023