

Terms of Use

Acceptance of Terms:

The Writers Guild of Canada (“WGC”) provides the website: www.wgc.ca (the “Website”) to you subject to your acceptance of the following terms and conditions (“Terms of Use”). Please read the Terms of Use carefully before using the Website. By using the Website, you signify your acceptance and agreement without modification to the Terms of Use and the Privacy Policy. [NTD: [hyperlink to Privacy Policy when referenced](#)] The WGC reserves the right in its sole discretion to change, modify, delete or add to these Terms of Use at any time by posting the amended Terms of Use on the Website, which constitutes notice to you. Your continued use of the Website after any such amendment constitutes your acceptance of the revised Terms of Use. You are only authorized to use the Website if you agree to be bound by all applicable laws and these Terms of Use and the Privacy Policy; if you do not agree with any of the terms contained herein, do not use the Website. If you do not wish to be bound by the Terms of Use, your exclusive remedy is to discontinue accessing and using the Website. Certain portions of the Website are available exclusively to WGC members and/or producers registered with the WGC.

Your Obligations:

In consideration of the use of any services provided on the Website, you agree to: (a) provide true, accurate, current and complete information about yourself and (b) maintain and promptly update any data you supply to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or the WGC has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the service (or any portion thereof).

Privacy Policy:

The Privacy Policy governing the Website may be found at <http://www.wgc.ca/files/WGC%20Privacy%20Policy.pdf>; the terms and conditions of the Privacy Policy are incorporated herein. By using the Website, you consent to the collection, use and disclosure of your personal information by the WGC and/or third parties in accordance with the Privacy Policy and for the purposes set forth therein or as otherwise required by law.

Ownership:

The Website, its design, all text, graphics, images, content, video, audio and the selection, organization and arrangement thereof are the property of the WGC or third party providers and distributors (“Third Parties”), and are protected under the copyright laws of Canada and other countries. Neither the Website nor its contents may be, in whole or in part, reproduced, copied, republished, distributed, displayed, sold, transferred, uploaded, posted, transmitted, or modified in whole or in part without the express written permission of the WGC and/or the applicable Third Parties. Unauthorized use of the Website and/or its content may violate intellectual property laws or other laws.

Trademarks and design marks appearing on the Website are trademarks of their respective owners. Nothing contained herein should be construed as granting, by implication or otherwise, any license or right to use or display any trademarks, except with the express written permission of the party that owns the applicable trademarks.

In its sole discretion, in addition to any other rights or remedies available to the WGC and without any liability whatsoever, the WGC at any time and without notice may terminate or restrict your access to any component of the Website.

Member Account, Password Security:

You will receive a password and Member or Producer or Intellectual Property Registration Account and designation upon completing the appropriate account creation or registration process. You are solely responsible for maintaining the confidentiality of the password and account, and are fully responsible and liable for all activities that occur under your password or account, including any use and misuse of your account. For security reasons, you agree to (a) keep your password and account information confidential and not to disclose them to any person or permit any other person to use them, except an authorized WGC representative; (b) immediately notify the WGC of any suspected unauthorized use of your password or account or any other breach of security, and (c) ensure that you exit from your account at the end of each session. The WGC cannot and will not be liable for any loss or damage you may experience from your failure to comply with this section. The WGC recommends you choose a password that is unique to you and not easily guessed by others. All passwords remain the property of the WGC, and may be cancelled or suspended at any time by the WGC without any notice or liability to you or any other person. The WGC is not under any obligation to verify the actual identity or authority of the user of any account holder or password.

Member Conduct:

You understand that all information, data, text, software, photographs, graphics, video, messages or other materials (“**Content**”), whether publicly posted or privately transmitted, are the sole responsibility of the person from which the Content originated. This means that you, and not the WGC, are entirely responsible for all Content that you upload, post, e-mail or otherwise transmit. Do not post or transmit any Content that: (a) is unlawful, defamatory, pornographic, profane, obscene, invasive of another’s privacy, hateful, or otherwise objectionable; (b) you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as proprietary and confidential information); (c) infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; or (d) interferes with or disrupts the service or servers or networks connected to the Website.

The WGC and its designees shall have the right to remove any Content that is in violation or that it otherwise finds objectionable and to close without notice the account of the person’s account from which such Content originated. You agree that you must evaluate and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

You acknowledge and agree that the WGC may preserve Content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Use; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of the WGC, its users and the public.

You hereby grant to the WGC a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, delete, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display the Content throughout the world in any media, now known

or hereafter developed, for any purpose whatsoever, commercial or otherwise, without providing compensation to you or any other person, without any liability whatsoever, and free from any obligation of confidence and you waive any and all moral rights in the Content. You also grant the WGC the right to use the name you submit with the Content, if any, in connection with the WGC's rights hereunder.

Indemnity:

You shall indemnify and hold the WGC, and its affiliates, officers, directors, employees, agents, and assigns, harmless from any claim, cause of action or demand, including reasonable accounting, legal and other professional fees, made by any third party due to or arising out of your use of the Website, the Content you submit, post to or transmit through the Website, your use of the Website, your connection to the Website, your violation of the Terms of Use, or your violation of any rights of another.

No Resale of Service:

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the WGC website or services provided by the WGC.

General Practices Regarding Use and Storage:

You acknowledge that the WGC may establish general practices and limits concerning use of the Website, including without limitation the maximum number of days that Content will be retained, the maximum size of any Content that may be uploaded by an account holder on the Website, and the maximum disk space that will be allotted on the servers for the Website. You agree that the WGC has no responsibility or liability for the deletion or failure to store any Content maintained by the Website. You further agree that the WGC reserves the right to change these general practices and limits at any time, in its sole discretion, without notice.

Termination:

The WGC reserves the right at any time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) without notice. You agree that the WGC shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website.

You agree that the WGC, in its sole discretion, may terminate your password or access to your account, and remove and discard any Content for any reason, including, without limitation, for lack of use or if the WGC believes that you have violated or acted inconsistently with the letter or spirit of the Terms of Use. You agree that any termination of your access to the Website may be effected without prior notice, and acknowledge and agree that the WGC may immediately deactivate your access. Further, you agree that the WGC shall not be liable to you or any third-party for any termination of your access to the Website.

Writers Guild of Canada's Proprietary Rights:

You acknowledge and agree that the Website and any necessary software used in connection with providing this Website ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by the WGC, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Website or the Software, in whole or in part.

Disclaimer and Warranties:

The general information provided on the Website is provided solely for informational purposes only. To the extent that the Website contains material or describes the benefits available through the WGC, it is your responsibility to ensure that the material you use is valid (i.e. current, applicable and accurate) by reference to the printed versions of the material.

If any discrepancies between the information on the Website and the legal document or contract exist, the terms of the legal document or contract shall apply.

You expressly understand and agree that your use of the Website is at your sole risk. The Website is provided on an “as is” and “as available” basis. The WGC expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. The WGC makes no warranty that (i) the Website will meet your requirements, (ii) the access will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate, complete, current, suitable or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Website will meet your expectations, and (v) any errors in the software will be corrected. Any material downloaded or otherwise obtained through the use of the Website is done at your own discretion and risk and that you will be 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 the WGC or through or from the Website shall create any warranty not expressly stated.

The WGC and the Third Parties are not responsible for late, lost, incomplete, illegible, misdirected or stolen messages or mail, unavailable network connections, failed, incomplete, garbled or delayed computer transmissions, on-line failures, hardware, software or other technical malfunctions or disturbances or any other communications failures or circumstances affecting, disrupting or corrupting communications.

The WGC and the Third Parties assume no responsibility, and shall not be liable for, any damages to, or any viruses affecting your computer equipment or other property on account of your access to, use of, or browsing on the Website or your downloading of any materials, data, text, images, video or audio from the Website.

Limitation of Liability:

You expressly agree that the WGC shall in no event be liable for any injury, loss, claim, damage or any punitive, direct, indirect, incidental, special, consequential or exemplary damages of any kind, including but not limited to, damages for loss of profits, savings, goodwill, use, data or other intangible losses (even if the WGC has been advised of the possibility of such damages), resulting from: (i) the use or the inability to access the Website; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Website; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the Website.

Links:

The Website contains links to websites owned or operated by entities which are not associated or affiliated with the WGC. These links are provided solely as a convenience to you and the inclusion of any link does not imply endorsement, investigation or verification by the WGC of the linked website or information contained therein or of their security or privacy practices. The WGC is not responsible for the content of any other linked website and make no representation or warranty regarding any other websites or the contents on such websites. If you decide to access other websites, you do so at your own risk. Framing of the Website or any of its content in any form and by any method is strictly prohibited.

Relationships:

The relationship between the WGC and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other as a result of these Terms of Use or your use of the Website.

Governing laws:

This Agreement and its performance shall be governed by the laws of the Province of Ontario, Canada. You consent and submit to the exclusive jurisdiction of the courts located in the City of Toronto, in the Province of Ontario, Canada, in all disputes arising out of or relating to the use of the Website and these Terms of Use.

Severability:

These Terms of Use shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

Headings:

The headings used in these Terms of Use are included for convenience only and will not limit or otherwise affect these Terms of Use.

Entire agreement:

These Terms of Use, together with the documents incorporated or referred to herein, constitute the entire agreement between us relating to the subject matter hereof, and supersede any prior understandings or agreements (whether electronic, oral or written) regarding the subject matter, and may not be amended or modified except by the WGC as set forth above.

Date: December 6, 2010