

TFO Canada Website: Terms and Conditions of Use

Thank you for visiting <http://www.tfocanada.ca/> (our "Site"). Use of the free Membership ("Subscriber") Registration Service and/or the free Members Signed-in Area indicates your acknowledgment and acceptance of these Terms and Conditions of Use and of the TFO Canada Privacy Policy. If you do not agree with these terms and conditions, please do not use this site.

Term Termination

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration process. These terms and conditions, or any part of them, may be amended or terminated by the Trade Facilitation Office Canada ("TFO Canada") without notice at any time, for any reason. The provisions relating to Copyrights, Trademarks, Participation Disclaimer, and Indemnification shall survive any termination.

Copyrights

The content included in this site, including but not limited to text, graphics or code is copyrighted as a collective work under the Canadian copyright laws, and is the property of TFO Canada unless another party, identified by the name or logo on materials posted, is indicated as being the copyright owner. If another party is noted as a copyright holder, please contact that party for permission to use the materials in question. The collective work includes works that are licensed to TFO Canada.

You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of the site solely for your own non-commercial use. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this site is strictly prohibited, unless authorized by TFO Canada or the relevant copyright holder. You further agree not to change or delete any proprietary notices from materials downloaded from the site.

Trademarks

All trademarks, service marks and trade names of TFO Canada used in the site are trademarks or registered trademarks of the Trade Facilitation Office Canada.

TFO Canada Membership Terms and Conditions

Memberships (also referred to as "Subscriptions") may be transferred to another individual employed within your organisation (corporation, sole proprietorship, partnership, association, government department or agency), if applicable, but are not otherwise transferable. Membership is free and valid indefinitely, however you or TFO Canada may terminate your account at any time and without notice. By entering an individual's email address into the member company contact profile, the individual may receive periodic e-newsletters or e-bulletins from TFO Canada, and occasional emails advising of upcoming trade events.

Use of Site

Your use of the site requires that you abide by all the terms mentioned in this document. Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including TFO Canada employees or associates, as well as other members or visitors on the site is prohibited.

You may not upload to, distribute, or otherwise publish through the site any content which is libellous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, fraudulent, illegal, or otherwise objectionable, or anything which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law.

You may not upload commercial content on the site, except as provided on the site for registered members of qualifying developing country exporters to promote the sale of their goods or services to Canadian commercial buyers. You may not use the site to solicit others to join or become members of any other commercial online service or to become members of another organization.

Participation Disclaimer

TFO Canada does not and cannot review all communications and materials posted to or created by users accessing the site (e.g. export offers and company profiles submitted by developing country exporters), and are not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user-generated content on the site, TFO Canada is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the site.

However, TFO Canada reserves the right to block or remove communications or materials that it determines to violate the terms indicated under "Use of Site", such as items deemed to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or; other intellectual property right of another or (d) offensive or otherwise unacceptable to TFO Canada, and at its sole discretion.

Indemnification

All information provided by TFO Canada on this website and within the publications TFO Canada has published and distributed to members via this website (or by any other means, electronic or otherwise) is based on the best available at the time of preparation and is offered to you free of charge, but without responsibility on the part of TFO Canada.

You agree to indemnify, defend, and hold harmless TFO Canada, its officers, directors, employees, and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account or company membership (including negligent or wrongful conduct) by you or any other person accessing our site using your internet account, e-mail address or your TFO Canada Subscriber log-in information.

Third-Party Links

In an attempt to provide increased value to our visitors, TFO Canada may link to sites operated by third parties. However, even if the third party is affiliated with TFO Canada, TFO Canada has no control over these linked sites, all of which have separate privacy and data collection practices, independent of TFO Canada.

These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, TFO Canada seeks to protect the integrity of its web site and the links placed upon it and therefore requests any feedback on not only its own site, but for sites it links to as well (including if a specific link does not work).

Feedback

TFO Canada welcomes feedback on its web site and the information it provides to visitors and subscribers. Please send any comments or suggestions, and reports of any links/pages that do not appear to be working to:

TFO Canada
Attention: Webmaster
56 Sparks Street, Suite 300
Ottawa, ON
K1P 5A9
Canada

E-mail: info@tfoCanada.ca
Tel: +1-613-233-3925

Parts of the www.tfoCanada.ca website have been produced with funding from the Canadian International Development Agency