Garner Theatre Productions Website Terms of Use

All questions, comments and requests concerning the present document should be emailed to Garner Theatre Productions Editor using the feedback form found on the web site home page.

- User Agreement
- Privacy Protection
- Reproduction and Copyright
- Prohibited Uses
- Disclaimer of Warranty
- Disclaimer of Liability
- Applicable Law

User Agreement

1. Every person who accesses the Garner Theatre Productions (GTP) website consents, as a User, to the Terms of Use stated in the present document and to that GTP reserves the right to amend these terms from time to time.

Privacy Protection

2. GTP abides by Canadian and international standards with regard to user privacy protection. GTP does not collect personal information about Users without their consent, and has set up means to keep personal information confidential. GTP retains reputable network services providers that comply with best practices in this industry's confidentiality undertaking. Users' anonymity is therefore reasonably protected but not fully guaranteed. The GTP website's management of personal information is described more fully on the Privacy Policy page.

Reproduction and Copyright

- 3. GTP reserves the intellectual property rights owned by GTP or licensed for use by GTP on the website including in audio visual, written and graphic works, navigation and search tool design and in GTP's trade names and trademarks.
- 4. Subject to the following paragraph and the below conditions pertaining to prohibited use, materials published on the GTP website including editorial enhancements inserted into the documents by GTP such as hyperlinks and information in headers and footers, can be copied, printed and used by Users free of charge and without any other authorization from GTP, provided that GTP is identified as the source of the document.
- 5. Use of materials published by GTP can be subject to additional conditions set by their sources:
- a. Government bodies may claim intellectual property rights relating to their documents. GTP makes an effort to indicate the existence of additional conditions on the pages of the relevant databases (see for instance the <u>conditions that apply to Quebec legislation</u>), but Users remain responsible for checking whether the intended use of the documents is authorized;

b. Books, journals and other works present in GTP's Commentary section are reproduced with permission from their author or publisher. Unless otherwise stated at the top of each published work, Users are allowed to make copies of the work only for private purposes, or in the exercise of their legal rights.

Prohibited Uses

- 6. Notwithstanding the reproduction rights granted in the preceding section, the following uses of GTP's website are prohibited unless the GTP Editor has provided prior written consent:
- a. Incorporating published documents into another website but masking their origin or source through framing, re-use of search processes, or any other means so as to create confusion and misrepresent the fact that the documents come from the GTP website;
- b. External indexing of published documents by Web robots is not authorized by GTP.
- c. Bulk or systematic downloading of documents, including via programmatic means or, for greater certainty, the hiring of human resources used to manually download documents.
- 7. GTP reserves the right to block, at its discretion and without prior notice, any User from accessing its website if the User misuses the website or uses it for illegal purposes.

Disclaimer of Warranty

8. GTP puts considerable effort into maintaining its website and constantly improving the quality of the databases and documents it publishes. However, GTP, and the GTP website's partners, including the entities and authors who provided materials for inclusion in GTP's Commentary section, provide no warranty and make no claims as to the reliability, accuracy or integrity of the website's content or functioning.

Disclaimer of Liability

10. The documents published on the GTP website have been collected and prepared for Users' convenience, and uniquely for informative purposes. More precisely, nothing on the GTP website should be interpreted as being a recommendation on how to act, or an answer that applies directly to a specific situation. Despite the care taken in preparing and maintaining its website, GTP, and their directors, employees, managers and other officers can in no way be held responsible for damages caused directly or indirectly by the use of the GTP website or by its non-availability.

Applicable Law

11. Use of the GTP website is governed by the federal and provincial legislation in force in the Province of Ontario, Canada. Any legal action against GTP with regards to the GTP website use shall be brought before the courts of the District of Toronto in the Province of Ontario.