

# Terms & Conditions

Welcome to the Prince Edward County Chamber of Commerce (the “Chamber”). This document states the terms and conditions of the Chamber’s Membership Services, membership, programs, events, materials, products, apps, other service channels and network (collectively the “Membership Services”), which are the property of the Chamber. Your use of our Membership Services constitutes acceptance of our terms and conditions.

## General Use Restrictions

Chamber Membership Services are to be used for the User's (meaning an individual user that uses the publicly available Membership Services or is authorized to use the Membership Services that require paid access) use and benefit only pursuant to the terms and limitations of the paid Membership Services and may not be disclosed, disseminated or distributed to any other party, except as the Chamber otherwise agrees in writing and/or as part of a service package or terms. The User will not circumvent any encryption or otherwise gain access to Membership Services for which the User has not been expressly granted the appropriate rights of access.

The User will not use the Membership Services for or knowingly transmit to the Chamber or upload to any Chamber site or network any illegal, improper or unacceptable material or use them for illegal, improper or unacceptable practices including without limitation the dissemination of any defamatory, fraudulent, infringing, abusive, lewd, obscene or pornographic material, viruses, trojan horses, time bombs, worms, or other harmful code designed to interrupt, destroy, or limit the function of any software, hardware or communications equipment, unsolicited mass email or other internet based advertising campaigns, privacy breaches, denial of use attacks, spoofing, or impersonation. See the Disclaimer page for further details [here](#).

## The Chamber Site and Related Membership Services

This site and related Membership Services are owned by the Chamber and were created to be informative. Any images, graphics, multimedia, or content is copyrighted by the Chamber of Commerce and may only be used in the manner provided for in these Terms and Conditions. In addition, the site and related Membership Services contain names, logos, trademarks, service marks and other intellectual property which are the property of the Chamber and may not be used for commercial purposes without the express written consent of the Chamber. Accordingly, we will permit you to download or photocopy material displayed on this site or related Membership Services for your non-commercial personal use. Any content or graphics extracted from the site or related Membership Services must prominently display copyright and other proprietary notices.

## Attribution Guidelines

The only proper way to reference Prince Edward County Chamber of Commerce when providing attribution is by use of our full organization name, "Prince Edward County Chamber of Commerce."

The following are acceptable attribution formats:

Prince Edward County Chamber of Commerce spokesperson: According to John Doe, title, Prince Edward County Chamber of Commerce

Prince Edward County Chamber of Commerce document or other content: Prince Edward County Chamber of Commerce, [Title of document or content], Year of Publication

## **Access to Password Protected or Secured Areas**

Access to and use of password protected or secured areas of this website and other service channels are restricted to authorized users only. You will be asked to provide accurate and current information on all registration forms on this website and other channels. You are solely responsible for maintaining the confidentiality of any username and password that you choose or is chosen by the Chamber on your behalf, to access this website and other channels as well as any activity that occur under your username/password. You will not misuse or share your username or password, misrepresent your identity or your affiliation with an entity, impersonate any person or entity, or misstate the origin of any materials you are exposed to through this website.

## **User Submissions**

Chamber Membership Services include the ability for users to contribute content for publication on the Chamber's site or in other Membership Services channels. If your account (site account or other channel) is used to submit, post, or add content to the Membership Services, (collectively, "User Submissions"), you agree to accept sole responsibility for those User Submissions, including the information, statements, facts, and material contained in any form or medium (e.g., text, audio, video, and photographic) therein. These User Submissions include photography taken of you at any Chamber Membership Services events. When you provide any User Submission to us, you grant us, our affiliates, and our partners, a worldwide, irrevocable, royalty-free, nonexclusive, sub-licensable license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute, and publish such User Submission, and subsequent versions thereof. You agree you will not attempt to enforce any so-called "moral rights" in your User Submission against us, our affiliates, and/or our partners. This license will apply to the distribution and the storage of your User Submission in any form, medium, or technology now known or later developed. By using the Chamber's Membership Services, you agree that none of your User Submissions will: infringe on the intellectual property, trade secret, privacy, publicity, or other rights of others; contain false statements or misrepresentations that could damage the Chamber or any third

party; include obscene, libellous, defamatory, threatening, harassing, abusive, hateful, sexually explicit, sexually oriented, profane, or embarrassing material, as determined by the Chamber in its sole discretion; be illegal or otherwise objectionable; contain the personal information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Insurance numbers, and credit card numbers; encourage or facilitate insider trading or anticompetitive behaviour; include commercial advertisements or solicitations; or purport to or actually provide legal or professional advice. Because the Chamber's Membership Services are available to the public, we cannot guarantee that User Submissions will remain confidential. Although you are solely responsible for the content you provide and we do not have a policy of reviewing or monitoring all User Submissions, we reserve the right to pre-screen and/or monitor User Submissions. If we become aware of User Submissions that violate these Terms & Conditions or that we believe to be otherwise objectionable, we may reject or delete them, or take other action, without notice to you and in our sole discretion.

As part of User Submissions and participation in Membership Services, always use caution when giving out any personally identifying information about yourself or your children. Prince Edward County Chamber of Commerce does not control or endorse the content, messages or information found in any User Submissions and, therefore, Prince Edward County Chamber of Commerce specifically disclaims any liability with regards to the User Submissions and any actions resulting from your participation in any Membership Services.

User Submissions uploaded or shared in Membership Services may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download and/or use the materials.

## **Membership Terms**

The Chamber offers memberships at Business and Community tiers. See [Belong to the Chamber](#) for details.

Both Business and Community memberships (currently Investor and Builder) comprise of annual terms and are billed annually unless a credit card is provided which then it will automatic renew.

Any Membership Services included in annual memberships expire at the end of the term without credit and cannot be carried over.

## **Changes**

The Chamber may change or discontinue any aspect of its Membership Services at any time, including content or features. The Chamber also reserves the right to change the terms and conditions applicable to use of the Membership Services. Use of the Membership Services after such changes shall be deemed to be acceptance by User of such changes.

## Fees

To the extent the Membership Services or any portion thereof is made available for any fee, you will be required to follow a payment plan and provide information regarding your credit card or other payment instrument. You represent and warrant to the Chamber that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay the Chamber the amount that is specified in the payment plan (as well as any applicable taxes) in accordance with the terms of such plan and this Terms & Conditions. You hereby authorize the Chamber to bill your payment instrument in accordance with the terms of the applicable payment plan (as well as any applicable taxes) until you terminate your account, and you further agree to pay any charges so incurred. If you dispute any charges you must let the Chamber know within sixty (60) days after the date that the Chamber charges you. We reserve the right to change Chamber prices. Your continued use of the Membership Service after the price change becomes effective constitutes your agreement to pay the changed amount. You shall be responsible for all taxes associated with the Membership Services.

**Recurring Payment:** If you select a Membership Service with an auto renewal feature, you authorize the Chamber to maintain your account information and charge that account automatically upon the renewal of the Membership Service you choose with no further action required by you. In the event that the Chamber is unable to charge your account as authorized by you when you enrolled in a Recurring Payment, the Chamber, may, in its sole discretion: (i) bill you for your Membership Service and suspend your access to the Membership Service until payment is received, and/or (ii) seek to update your account information through third party sources (i.e., your bank or a payment processor) to continue charging your account as authorized by you. The Chamber may change the price for Recurring Payments from time to time and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes for Recurring Payments will take effect at the start of the next subscription period following the date of the price change. As permitted by local law, you accept the new price by continuing to use Recurring Membership Services after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by cancelling your Recurring Payment before the price change goes into effect. Please therefore make sure you read any such notification of price changes carefully. Payments are non-refundable and there are no refunds or credits for partially used periods. You may cancel a Recurring Payment at any time, but if you cancel your subscription before the end of the current subscription period, we will not refund any subscription fees already paid to us. Following any cancellation, however, you will continue to have access to the service through the end of your current subscription period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all our users ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

Chamber fees are deductible for federal income tax purposes as a business expense. The Chamber must collect and remit the HST on sales. You may be eligible for tax input credits.

You can cancel a recurring payment by sending an email to [contactus@pecchamber.com](mailto:contactus@pecchamber.com) with your account name.

Your membership will subsequently be set to expire at the end of the term.

## **Membership Payment**

As you are aware the Prince Edward County Chamber of Commerce is a 100% member funded, not-for-profit organization that operates independently from the municipality. Yearly membership fees contribute to the Chamber's operating budget and means we are able to represent, protect, and support our entrepreneurs by building a sustainable and inclusive member community through advocacy, education, relevant programs and networking.

As per the by-laws of our organization your membership privileges will cease when your account reaches the 110 days without payment from your annual renewal date unless arrangements have been made in advance. Payment of your membership renewal is due upon receipt of invoice.

Payment options acceptable by the Chamber is Cheques, Cash, E-transfer and credit card.

## **Limitation of Liability**

IN NO EVENT SHALL THE CHAMBER, OR CHAMBER SUPPLIERS, BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS PROFITS OR REVENUES, COSTS OF REPLACEMENT GOODS, LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE THIS WEBSITE OR ANY LINKED SITE, DAMAGES RESULTING FROM USE OF OR RELIANCE ON THE INFORMATION OR MATERIALS PRESENTED ON THIS WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY EVEN IF THE CHAMBER, OR ITS RESPECTIVE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **Canadian Anti-Spam Compliance**

The [Canadian Anti-Spam Legislation \(CASL\)](#) went into effect on July 1, 2014 and applies to any business that uses commercial electronic messages, whether they are based in Canada, in the U.S., or any country outside of Canada. The Prince Edward County Chamber of Commerce has been, in compliance with the CASL and all other applicable anti-spam legislation in respect of commercial electronic messages transmitted, sent or initiated by, or on behalf of, the Chamber. We send electronic communications to our members and to anyone who via newsletters, invitation to events, rate increases, governance, advocacy, sponsorships, marketing, etc. We

recommend all our members to opt-in to receiving the Chamber important communications. However, the Chamber members may Opt-Out at any time by sending an email to [contactus@pecchamber.com](mailto:contactus@pecchamber.com).

## **Disclaimer**

The Chamber assumes no responsibility for accuracy, correctness, timeliness, or content of the Materials provided on this site or in its Membership Services. You should not assume that the Materials on this site or in Membership Services are continuously updated or otherwise contain current information. The Chamber is not responsible for supplying content or materials from the site that have expired or have been removed. THE MATERIALS PROVIDED AT THIS WEBSITE ARE PROVIDED "AS IS" AND ANY WARRANTY (EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE), CONDITION OR OTHER TERM OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE IS HEREBY EXCLUDED.

## **Links to Third Party Sites**

The Chamber site may contain links to other sites ('Linked Site'). The Linked Site is not under the control of the Chamber and the Chamber is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Chamber is not responsible for webcasting or any other form of transmission received from any Linked Site. The Chamber is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Chamber of the site or any association with its operators.

## **Governing Law**

This site and agreement are governed by the laws of the Province of Ontario, Canada, excluding any conflicts of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any legal action against the Chamber shall take place in the courts of the Province of Ontario. The parties attorn to the non-exclusive jurisdiction of the courts of Ontario.

## **Privacy**

A User's right to privacy is of paramount importance. See our [Privacy Policy](#) for more detail. The identity of our member companies is not considered personal or confidential information, and we may disclose that information for promotion and marketing purposes.

Prince Edward County Chamber of Commerce operates under Canada's Personal Information Protection and Electronic Documents Act and follows Canada's Anti-Spam Laws. For more

information about your personal privacy rights under this Act, contact the Privacy Commissioner of Canada at 1-800-282-1376 or <http://www.privcom.gc.ca>

#### Contact Information

If you have any questions or concerns, please contact us at:

Prince Edward County Chamber of Commerce

206 Mains St., Unit 2B

Picton, ON Canada

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Phone: 613.476.2421 or send an email to: [contactus@pecchamber.com](mailto:contactus@pecchamber.com)