

Terms & Conditions

The OntarioCottage.com web site (The Site) is provided by Wombat Enterprises (The Company) subject to the following terms and conditions governing use of The Site (the Terms of Use) and any operating rules or policies that may be published from time to time by The Company PLEASE READ THESE TERMS OF USE BEFORE ACCESSING THE SITE. BY USING THE SITE, YOU ARE AGREEING TO BE BOUND BY THE FOLLOWING TERMS OF USE. IF YOU DO NOT AGREE WITH THE TERMS OF USE OR IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, YOU MAY NOT USE THIS SITE. The Company reserves the right to modify or alter these Terms of Use without notice or penalty and you agree to be bound by any such modifications, alterations or amendments.

A. GENERAL:

1. The Company offers an advertising service to property owners. The Company is not responsible for the condition, quality, or upkeep of cottages listed on The Site. The Company does not warrant or make any representations whatsoever concerning the accuracy, likely results, or reliability of the Information on the Site or otherwise relating to such Information or on any other sites linked to The Site, nor does The Company accept liability for any issue that arises between property owners/managers and buyers/renters.

2. If placing an advertisement on The Site, your ad will become active within 24 hrs. after payment is received and processed.

3. The Company does not collect credit card information, nor process credit card billing on site. Credit card payment services are carried out through a third party, separate entity, online service called "PayPal". The Company will not accept liability for unauthorized credit card charges applied to your card.

4. RESERVED RIGHTS AND GRANT OF LIMITED LICENCE.

(A) Copyright (c) 2002 Wombat Enterprises All rights reserved.

(B) The Site contains information, software, communications, text, graphics, advertising, photos and other material and services (collectively, the Information) which are protected by various domestic and international intellectual property laws, including but not limited to copyright and trade-mark law, and other proprietary rights, which rights exist in the Information currently on The Site and which rights will continue to exist in all Information developed or posted on The Site in future.

(C) Permission is granted to use (display or print) short extracts of the Information on The Site for personal use only. This is the grant of a limited licence, not a transfer of title, and under this limited licence you may not:

- (i) modify, copy, reproduce, republish or re-disseminate the Information;
- (ii) use the Information for any commercial purpose (save and except for buying and/or renting the products or services posted for sale on The Site) or for any public display (commercial or non-commercial);
- (iii) attempt to decompile or reverse engineer any software contained on The Site;
- (iv) post or transmit any information which contains a virus or other harmful or disruptive component or use The Site in any manner which is contrary to law; and
- (v) transfer the Information to another person or "mirror" the Information on any other server.
- (vi) This licence shall automatically terminate if you violate any of these restrictions and may be terminated by The Company at any time.

5. BUYING ON THE SITE.

When conducting a transaction through The Site you may be asked to provide certain information to a third party in order to process credit card transactions or other payment mechanisms. You hereby agree that all information that you provide on The Site or to any third party via The Site will be accurate and complete. You agree to pay all charges incurred by you or other users of your account and credit card or other payment mechanisms at the prices in effect when such charges are incurred. You also will be responsible for paying all applicable taxes, if any, relating to any purchases either on The Site or in private transactions with third parties relating to any cottages for sale or rent on The Site.

6. DISCLAIMER.

The information on The Site is provided on an 'as is, as available' basis. By using The Site, you agree and understand that The Company does not warrant or make any representations whatsoever concerning the accuracy, likely results, or reliability of the Information on The Site or otherwise relating to such Information or on any other sites linked to The Site. **THE COMPANY HAS NO CONTROL OVER THE ACCURACY OR RELIABILITY OF THE INFORMATION PROVIDED BY COTTAGE OWNERS ON THE SITE. PLEASE USE CAUTION AND COMMON SENSE WHEN USING THE SITE.**

7. LIMITATION OF LIABILITY.

In no event shall The Company or its partners, affiliates or any other party involved in creating, producing or distributing The Site be liable for any damages (including any special, indirect or consequential damages) arising out of or in connection with The Site, including but not limited to reliance by you on any information obtained from The Site.

8. INDEMNITY.

You agree to defend, indemnify and hold The Company and its affiliates and related companies harmless from any and all liabilities, costs and expenses, including reasonable legal fees, related to any violation of these Terms of Use by you, or in connection with the use of The Site or the placement or transmission of any message, information, software or other materials on The Site by you.

9. REVISIONS AND ERRORS.

Although The Company uses reasonable efforts to include material which is accurate and current, the Information appearing on The Site could include outdated information or technical, typographical or photographic errors. The Company does not warrant or guarantee the quality, accuracy, completeness or timeliness of the Information provided. The Company may make changes to the Information contained on The Site at any time without notice but The Company does not, however, make any commitment to update the Information nor is The Company obligated to update the Information.

10. CONFIDENTIALITY WARNING.

All comments, feedback, ideas, suggestions, and other similar submissions (collectively, the Feedback) disclosed, submitted or sent to The Company via The Site or otherwise are not confidential and will become and remain the property of The Company

11. RECOURSE.

If you are dissatisfied with The Site or with any terms, conditions, rules, policies, guidelines or practices of The Company, your sole and exclusive remedy is to discontinue using The Site.

12. LINKS.

The Site contains links to other Internet web sites. These links are provided to you as convenient references to help you locate other Internet resources that may be of interest to you. The Company has not conducted a detailed review of all of the sites linked to The Site and is not responsible for the contents of any such linked site as such links are developed and operated by third parties independently from The Company. The inclusion of any link on The Site does not imply endorsement of the site by The Company. A link to another site should not be construed to imply that The Site is affiliated with or associated with, or is legally authorized to use any trade-mark, trade name, logo or copyrighted symbol that may be reflected in the link or the description of the link to such other sites. Use of any such linked web site is at the user's own risk.

13. COMPLIANCE WITH LOCAL LAWS.

You acknowledge that you have accessed The Site voluntarily and that you alone are responsible for ensuring compliance with local laws.

14. GOVERNING LAW.

The Site is controlled by The Company from within the Province of Ontario in Canada. By accessing The Site, you agree that the laws of the Province of Ontario and the laws of

Canada applicable therein shall govern as to the interpretation, validity and effect of these Terms of Use or any other agreement posted on The Site notwithstanding any conflict of laws provisions or your domicile, residence or physical location. You and The Company hereby consent and submit to the exclusive jurisdiction of the Superior Court of the Province of Ontario in any action or proceeding instituted or related to The Site.

15. MISCELLANEOUS.

The failure of The Company to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provisions or right. If any of the provisions contained herein are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein.

B. IMAGES / AD HOSTING:

1. It is the responsibility of the individual or company placing an advertisement to provide images. Images may be uploaded to our server, e-mailed to The Company's webmaster, or mailed by post to The Company's listed operating address.
2. Images supplied to The Company will be edited as per the webmaster's design. This may include, but is not limited to; resizing the image, changing colour depth, editing file resolution, or changing file format (e.g. .gif, .jpg ...).
3. Our intention is to host advertisements uninterrupted for the duration of the term. However, The Company will not be responsible for server outages, or technical difficulties limiting the exposure of advertisements hosted on The Site.

If you have any questions about these Terms of Use, please feel free to contact OntarioCottage.com at: info@ontariocottage.com