

Terms of Use

The following terms and conditions govern all use of the Canadian Hero Fund website (www.herofund.ca) and all content and products available at or through the website.

The Website is owned and operated by the Canadian Hero Fund (“Canadian Hero Fund”). The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Canadian Hero Fund’s Privacy Policy) and procedures that may be published from time to time on this Site by Canadian Hero Fund (collectively, the “Agreement”).

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the web site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by Canadian Hero Fund, acceptance is expressly limited to these terms.

1. Responsibility of Website Visitors

You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that contains technical inaccuracies, typographical mistakes, and other errors. Canadian Hero Fund disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted.

2. Content Posted on Other Websites

The Canadian Hero Fund has not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which www.herofund.ca links, and that link to www.herofund.ca. The Canadian Hero Fund does not have any control over those non-Canadian Hero Fund websites and webpages, and is not responsible for their contents or their use. By linking to a non-Canadian website or webpage, the Canadian Hero Fund does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Canadian Hero Fund disclaims any responsibility for any harm resulting from your use of non-Canadian Hero Fund websites and webpages.

3. Copyright Infringement

The Canadian Hero Fund requests that individuals and entities respect the Canadian Hero Fund's intellectual property rights. In doing so, it also respects the intellectual property rights of others. If you believe that material located on or linked to by www.herofund.ca violates your copyright, you are encouraged to notify the Canadian Hero Fund in writing. The Canadian Hero Fund will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of the Canadian Hero Fund or others, the Canadian Hero Fund may, in its discretion, terminate or deny access to and use of the Website.

4. Intellectual Property

This Agreement does not transfer from the Canadian Hero Fund to you any Canadian Hero Fund or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with the Canadian Hero Fund. The Canadian Hero Fund, www.herofund.ca, the Canadian Hero Fund logo, and all other trademarks, service marks, graphics, slogans and logos used in connection with www.herofund.ca, or the Website are trademarks or registered trademarks of the Canadian Hero Fund or the Canadian Hero Fund's licensors. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any Canadian Hero Fund or third-party trademarks.

5. Changes

The Canadian Hero Fund reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. The Canadian Hero Fund may also, in the future, offer new services and/or features through the Website. Such new features and/or services shall be subject to the terms and conditions of this Agreement.

6. Termination

The Canadian Hero Fund may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement, you may simply discontinue using the Website. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

7. Disclaimer of Warranties

The Website is provided “as is”. Neither the Canadian Hero Fund nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through the Website at your own discretion and risk.

8. Limitation of Liability

In no event will the Canadian Hero Fund, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data.

9. General Representation and Warranty

You represent and warrant that (i) your use of the Website will be in strict accordance with the Canadian Hero Fund’s Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

10. Indemnification

You agree to indemnify and hold harmless the Canadian Hero Fund, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys’ fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.

11. Miscellaneous

This Agreement constitutes the entire agreement between the Canadian Hero Fund and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized director of the Canadian Hero Fund, or by the posting by the Canadian Hero Fund of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of the province of Ontario, Canada.