

SEPTICCHECK.CA

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seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content.

2. USE OF SERVICES

You shall use the Site for lawful purposes only and in accordance with these Terms, including but not limited to, the rules set out below. Any conduct by a User that in SepticCheck's discretion restricts or inhibits any other User from using or enjoying the Site will not be permitted.

For greater certainty, but without restricting the generality of the foregoing, you shall not:

- A. permit anyone other than you to access your account;
- B. use the Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- C. falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file;
- D. restrict or inhibit any other user from using and enjoying the Services;
- E. create a false identity for the purpose of misleading others;
- F. defame, abuse, harass, stalk, threaten or otherwise violate the rights (including legal rights of privacy and publicity) of others;
- G. publish, post, transmit, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information;
- H. post or transmit through the Site any material which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law; or
- I. use the Site to commit a crime, or to plan, encourage or help others commit a crime, including crimes relating to computers, or to violate any applicable laws or regulations.

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WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL SEPTIC CHECK BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE OR ANY SPECIAL, EXEMPLARY, PUNITIVE, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR ANY KIND, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH ANY USE OF THE SITE OR CONTENT FOUND THEREIN.

5. INDEMNIFICATION

You agree to indemnify, defend and hold SepticCheck and its affiliates, business partners, employees and agents harmless from any loss, liability, claim, demand, damage, or expense (including reasonable legal fees) asserted by any third party relating in any way to your access to, use of or browsing on the Site or to your breach of these Terms of Use.

6. REVISIONS AND ERRORS

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

7. MONITORING

SepticCheck has no obligation to monitor the Site, however, SepticCheck reserves the right to review the content of the Site and the Services to determine compliance with these Terms and to satisfy any law, regulation or authorized government request. SepticCheck has the right, but not the obligation, to edit, refuse to post, or remove any information or materials, in whole or in part, that SepticCheck deems inappropriate for the Site for any reason. SepticCheck also reserves the right to disclose information it deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

8. EQUIPMENT

User is responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of the Site and all charges related thereto.

9. ACCOUNT, PASSWORD, AND SECURITY

If any of the Services requires you to open an account, you must complete the registration process by (i) providing SepticCheck with current, complete and accurate information as prompted by the applicable registration form, and (ii) choosing a password. Your account will be associated with the e-mail address that you provide when you open an account. You are responsible for maintaining the confidentiality of your password. Furthermore, you are responsible for any and all activities that occur under your account. You agree to notify SepticCheck immediately of any unauthorized use of your account or any other breach of security. SepticCheck will not be liable for any loss that you may incur as a result of someone else using your password or account, but you may be held liable for losses incurred by SepticCheck or another party as a result of someone else using your account or password.

10. LINKS TO THIRD PARTY SITES

The links on the site will let the User leave the site. The linked sites are not under the control of SepticCheck and it is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. SepticCheck is not responsible for webcasting or any other form of transmission received from any linked site. SepticCheck is providing these links to the User as a convenience only, and the inclusion of any link does not imply endorsement by SepticCheck of the linked site.

11. PRIVACY

You agree that you have read the SepticCheck privacy policy ("Privacy Policy"), the terms of which appear on the Site and are incorporated into these Terms of Use. You agree the terms of the Privacy Policy are reasonable. You consent to the collection, use and disclosure of your personal information by SepticCheck in accordance with the terms of and for the purposes set forth in the Privacy Policy.

12. 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.

13. GOVERNING LAW

SepticCheck controls the Site from within the Province of Ontario in Canada. The Site, however, can be accessed by all Canadian provinces and territories as well as from other places around the world. 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 SepticCheck 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.

14. MISCELLANEOUS

In the event that any provision(s) contained within these Terms of Use is/area held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed and enforced as if the invalid or unenforceable term(s) or provision(s) had not been included in this Agreement.

SepticCheck's failure to insist upon or enforce strict performance of any term(s) or provision(s) contained herein shall not be construed as a waiver of any term, provision, right or obligation.

15. CONTACT US

If you have any questions about these Terms of Use, please feel free to contact SepticCheck at info@septiccheck.ca.