



## Terms of Use

Welcome to the FACTOR website located at <http://www.factor.ca> (the "Website"). By visiting the Website and/or using its functionalities, you agree to be bound by the terms of the present agreement, known as the Terms of Use (the "TOU").

The TOU were last modified on February 27, 2013. FACTOR reserves the right, at any time and without prior notice, to modify the TOU. Your continued use of the site at any time after changes may have been made constitutes your acceptance of the TOU as modified. Any changes to the TOU can be found [here](#).

If you have any questions about the TOU please contact:

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The TOU should be read in conjunction with the [Privacy Policy](#), as both documents govern your use of the Website. If there is any conflict between these Terms of Use and specific rules or terms that appear elsewhere on this site, then the latter will prevail.

### FACTOR Legal Status

FACTOR is the Foundation Assisting Canadian Talent on Recordings (FACTOR) at 247 Spadina Avenue, 3rd Floor, Toronto, ON M5T 3A8

### Use of the Website

You agree to use this site only for lawful purposes, and in a manner which does not infringe the rights, or restrict, or inhibit the use and enjoyment of the site by anyone else.

### Website User Submissions

You are responsible for your own actions and submissions, including obtaining the authorization and rights to use or submit personal and financial information, or material subject to copyright and intellectual property laws, including but not limited to the use or publication of music, videos and images uploaded to this site. Any communication or material that you upload to any public area of the site (such as "Share Your Story"), including but not limited to data, photographs, video, questions, comments, testimonials, suggestions or the like, is, and will be treated as non-confidential and non-proprietary information.

Any music, photographs or video (in any form) uploaded to a public area of the FACTOR site, including the FACTOR blog and "Share Your Story", may be used to promote FACTOR across multiple media, without remuneration to the owner of the music, photograph or video. Additionally, such music, photographs or video may be used by FACTOR partners and affiliates in their own promotional materials, without remuneration to the owner of the photograph or video. Where such music, photographs or videos are used by FACTOR partners, FACTOR will approve any such usage. By submitting any music, photograph or video, you acknowledge that you are the copyright owner of said photograph or video and consent to its usage as described in this paragraph. You further acknowledge that any photograph or video submitted does not infringe on the intellectual property rights of any third parties.

FACTOR reserves the right to edit any user-submitted material for content and length, and the right to remove any user-submitted material at its own discretion, and for any reason.

## Online System

By uploading any information, communication or material to the non-public areas of the FACTOR website, including the User Profile, Artist Profile, Applicant Profile or Application pages (the "Online System"), you represent and warrant that such information, communication or material is, to the best of your knowledge, true and accurate. You further warrant and acknowledge that FACTOR relies on your representation and warranty in assessing such information, communication or material and in providing access to various areas of the Online System to you, or to other Users, based on the information provided by you.

When you use the Online System of the FACTOR website to make an application for funding, you become subject to the Terms of Application and the Applicant Agreement as set out in FACTOR's [Business Policies](#).

## Indemnity

Notwithstanding any other term of the TOU or any act or failure to act by FACTOR or its agents or subcontractors, you agree to indemnify, defend and hold harmless FACTOR and their officers, directors, owners, partners, partnerships, principals, employees, affiliates and other related entities, servants, agents, representatives, successors and assigns from and against any damages, liabilities, costs and expenses (including reasonable attorneys' fees), claims or demands, arising out of (i) your use of or connection to the Website or the information therein, (ii) your participation in any activities arising from the Website, (iii) your violation of, or failure to perform your obligations under the TOU or, (iv) your violation of any rights of a third party.

## Termination

You agree that FACTOR, in their sole discretion, has the right (but not the obligation) to block your email or IP address, or otherwise terminate your access to or use of the Website (or any part thereof, or any third party plug-in or third-party program used on the Website), immediately and without notice, for any reason, including, without limitation, if FACTOR believes that you have acted inconsistently with the letter or spirit of the TOU.

FACTOR may also, in their sole discretion and at any time, discontinue providing the Website, or any part thereof, with or without notice. Further, you agree that the FACTOR shall not be liable to you or any third party for any damages resulting from termination of your access to the Website, or from FACTOR's termination of the Website or any part thereof.

## General and External Links

From time to time we may provide links to other sites. Links from the Website may take you to sites not covered by the TOU. We provide those links as a convenience to you and take no responsibility for the protection of your privacy on those other sites. We encourage you to check the Terms of Use and/or Privacy Policy of any site you visit. FACTOR does not make any claim or warranty whatsoever about the content of those sites to which we link, nor does such a link imply any approval or endorsement of those sites or their content. In no way will FACTOR be held responsible for any damages, direct or indirect, pecuniary or non-pecuniary, for your use of sites we may link to or the information thereon, or any virus, Trojan horse, worm or other similar destructive file received as a result of your use of those sites, or caused by or in connection with, use of or reliance on any content, goods or services available on or through any linked-to website or resource, or the actions of the operators of any such site or resource.

## Copyright and Intellectual Property Rights

The content (posted by FACTOR), arrangement and layout of this site, including, but not limited to, the trademarks, photos (posted by FACTOR), text (posted by FACTOR), and computer code are proprietary to FACTOR, either owned or under license, and may not be copied, imitated, reproduced, displayed, distributed, transmitted or otherwise used without the express permission of FACTOR, except as provided in the next paragraph. Any unauthorized use of the content, arrangement or layout of the site, computer code, or photos or trademarks found in the site or any derivative works thereof may violate civil or criminal laws, including, but not limited to, copyright and trademark laws, and FACTOR may take action accordingly. This further applies to third party property used on the Website, including but not limited to third party computer code.

Any user-submitted text, photographs, or other materials in any form are the intellectual property of the user who submitted them, or of a third party who has granted them such rights, and users acknowledge they have the rights to submit such material. FACTOR will not be held responsible for any violation of intellectual property rights of user-submitted material.

## Disclaimer of Warranties

You expressly understand and agree that your use of the Website or the information therein, whether from FACTOR or user-submitted, is at your sole risk. The Website, or any third party or user-submitted materials, are provided on an “as is” and “as available” basis, and you will be solely responsible for any damage to your computer system or loss of data that results from the download, stream or access of any material obtained through the use of the Website, or use of any function on the Website. The information provided on the Website written by FACTOR staff or subcontractors is known to be as accurate as possible at the time of writing, and every effort has been made to ensure that the information on this website is as accurate and up-to-date as possible. However, certain information may change, and errors may occur, and FACTOR is not responsible for any loss, financial or otherwise, resulting from changes or errors in this information. FACTOR expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, warranties of title and non-infringement; warranties that the website, its functionalities, and/or any third party or user-submitted materials will be uninterrupted, error-free, accurate, reliable and free from virus and other harmful components; and the implied warranties of merchantability and fitness for a particular purpose.

All user-submitted material, including but not necessarily limited to comments, activity listings, and Twitter posts, is posted as is, and FACTOR makes no claims whatsoever about its accuracy, nor does it accept any responsibility for such content.

## Limitation of Liability

You expressly understand and agree that neither FACTOR nor any of its Funding Partners shall be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, in contract, general civil liability or any other cause of action, relating to the Website, the information on the website, or the third party or user-submitted materials on the Website where applicable. This limitation of liability applies, without limitation, to any damages or injury caused by any error, omission or other failure of performance by FACTOR, their affiliates and business partners; any interruption, defect or delay in operation or transmission, including communication line failure; any computer virus; and any theft, destruction or alteration of, or unauthorized access to or use of, any electronic records.

## Governing Laws and Jurisdiction

Use of the site shall be governed by and construed in accordance with the laws of the Province of Ontario in force at the time without regard to conflict of law provisions. You agree that any legal action or proceeding between you and FACTOR shall be brought exclusively in the courts of Ontario, Canada.

## Miscellaneous Provisions

The TOU, in conjunction with the Privacy Policy, constitute the entire agreement between you and FACTOR with respect to your use of the Website.

If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU shall remain in full force and effect.

The section titles in the TOU are for convenience only and have no legal or contractual effect.