

Effective date: June 2, 2019

Welcome!

The material appearing on this website www.muskokayogafestival.com (this “Site”), is provided as either information about the Muskoka Yoga Festival, people, story, or as a platform for online connection and community. The owner of this Site, 2536933 Ontario Ltd. and its directors, agents, employees and affiliates assume no responsibility or liability for any consequence resulting directly or indirectly from any action or inaction you take based on the information found on or material linked to on this site.

Any information by or on this Site is provided for promotional or informational purposes only and is not to be relied upon as a professional opinion whatsoever. By using this Site, you accept and agree that following any information or recommendations provided therein is at your own risk.

TERMS AND CONDITIONS

Please read carefully! Your access to and use of this Site is subject to legally binding terms and conditions which you accept and agree to by accessing this Site.

The following terms and conditions form a binding agreement (“Agreement”) between you and 2536933 Ontario Ltd., a company incorporated in **Ontario** (“MYF”). MYF may modify, amend, supplement and replace these terms and conditions at any time without advance notice. Your continued use of this Site after any change means you have accepted the changed terms and conditions.

- 1. Copyright.** All materials created by MYF on the Site are protected by Canadian copyright laws as original works. The absence of a registered copyright symbol does not mean that such materials are not protected as belonging to MYF.
- 2. Links to Third Party Websites.** This Site may contain links to third party websites. All such linked sites, materials and pages are not under the control of MYF and MYF is not responsible for the content contained in any linked website nor for any losses or damages you may incur as a result of the use of any such website. MYF accepts no liability for any errors or omissions contained in third party websites. These links are provided to improve your use of the Site, enable you to connect with MYF on various platforms, help MYF offer the easiest services for you and conduct transactions.
- 3. Use License.** If we have materials on the Site which you can download, permission is granted to download copies of the materials for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
 - a. modify or copy the materials;
 - b. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
 - c. transfer the materials to another person or “mirror” the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by MYF at any time. Upon terminating your viewing of these materials or upon

the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

4. **Refunds.** There will be no refunds for any tickets to MYF events sold on or through the Site or tickets sold through Ticket Tailor, who is the third party service that sells tickets for MYF. All sales sold through Ticket Tailor for MYF events are full and final.
5. **Entire Agreement.** These terms and conditions and any other legal notices, policies and guidelines of MYF linked to these terms and conditions or contained on this Site constitute the entire Agreement between you and MYF relating to your use of this Site and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter. This Agreement may not be amended or modified except by MYF.
6. **Site Terms of Use Modifications.** MYF may revise these terms of use for its website at any time without notice. By using the Site, you are agreeing to be bound these Terms and Conditions of Use.
7. **Limitation of Liability and Indemnity.** In no event shall MYF or its affiliates be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to view or use the materials or content on Site, even if MYF has been notified orally or in writing of the possibility of such damage.
8. **Governing Law.** Any claim relating to MYF website shall be governed by the laws of the Province of Ontario without regard to its conflict of law provisions.
9. **Indemnity.** As a condition of your use of the Site, you hereby indemnify MYF and its directors and affiliates from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims resulting or arising from your use of this Site.