

## Terms and Conditions

Welcome to the Active Switch website. Active Switch is a program of SustainMobility.

This is the entire agreement between your community (“Your Community”), represented by you (“You”) and SustainMobility. The effective date of this Agreement is when You accept this Agreement in accordance with the procedure set out above on behalf of Your Community

SustainMobility is a non-profit social enterprise that is committed to fostering sustainable transportation solutions. SustainMobility proudly delivers a variety of programs and services including Smart Commute Mississauga, Smart Commute Pearson Airport Area, Smart Commute Brampton-Caledon, CycleLoan, and Active Switch.

The Active Switch Community Program uses the information you provide about yourself to track your logging activity.

Please read this Agreement carefully before using this website or any other websites or applications operated by SustainMobility including any tools, event registration pages, mobile or web applications (Such as SMOBi or TRAKIT), contest entries as well as the electronic publications, newsletter, and announcements you have access to on the Websites. To make the Terms and Conditions easier to read, the “Website” or “Websites”, the services, and “Mobile Applications” are collectively called, the “Services”.

By using the Services, each visitor agrees to be legally bound by these Terms and Conditions (the “Terms”) and the [Privacy Policy](#) for the Services. SustainMobility may change, modify, add or remove portions of the Services and/or the Terms at any time in its sole discretion and without notice. Please refer to this page periodically to review the Terms. By using the Service, you also agree to comply with all applicable laws and regulations as they may change from time to time. IF YOU DO NOT ACCEPT AND AGREE TO BE LEGALLY BOUND BY AND COMPLY WITH THESE TERMS, YOU ARE NOT PERMITTED TO ACCESS OR USE THE SERVICES.

### Content

The material and information, including without limitation, text, data, images, illustrations, logos, audio clips, video clips, surveys and special promotions, (collectively the “Content”) made available by SustainMobility through the Service is for information purposes only and has been provided as a public service. Although every attempt has been made to ensure its accuracy, the Services may contain incomplete information, inaccuracies or typographical errors. SustainMobility’s services and the Content of this Service are subject to continuous review and are subject to change without notice. In addition,

any views expressed or made available by third parties on the Services or in its Content are those of the respective third parties and not of SustainMobility.

The Services are provided on an “as is” and “as available” basis. Your use of the Services and its Content is entirely at your own risk. SustainMobility shall not be responsible for any detrimental reliance you may place on the Service or its Content. The information provided on the Services and its Contents is for information purposes only and is not intended to provide specific advice of any kind, including without limitation financial investment, legal, tax or accounting advice. It should not be relied upon in that regard, and any reliance on your part in that respect is solely your own risk.

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### **Age Restriction**

The Services are intended solely for Users who are sixteen (16) years of age or older and it is a violation of the Terms for anyone under 16 to register on the Active Switch Website. Thus, you represent and warrant that you are 16 or older. Although the Services allows the User the capability of creating an account for their family, the owner of the account must be a person aged 16 or older.

### **Privacy Policy**

SustainMobility collects, uses and discloses personal information in accordance with its Privacy Policy, which is available by clicking [here](#). By agreeing to these Terms, you agree that you have read and acknowledged this Privacy Policy, and agree that the terms of such policy are reasonable. This Privacy Policy may be amended by SustainMobility from time to time, in its sole discretion, without notifying or being liable to you or any other person, by making an amended Privacy Policy accessible through the Services. Each time you use the Services, you consent to the collection, use and disclosure of your personal information by SustainMobility in accordance with the Privacy Policy as it then reads.

At times our Services may request information from you via surveys. Participation in such surveys is completely voluntary. At the time we conduct the survey, we will let you know how we intend to use the information collected. If you choose not to participate in surveys, you will still be able to use our Services. Notwithstanding the foregoing, as the internet is not a secure medium, the privacy of your communications cannot be guaranteed.

SustainMobility may occasionally run contests or provide prize incentives that will require you to provide us with your personal information. You must read and agree to all the terms, conditions and

rules that apply to that contest before entering it. By entering such contests from time to time, you acknowledge that you have read such rules as may apply, and agree to be bound by them.

## **Links to Other Sites**

While the Services may contain links to third party sites (“Linked Sites”), SustainMobility is not responsible for the content of any Linked Sites. SustainMobility provides links to Linked Sites for informational purposes and for the convenience of its Users only. SustainMobility makes no representation or warranty regarding any Linked Sites or their content, and does not endorse any Linked Sites or any views expressed, information contained in, or products or services appearing, available or described thereon. Links to Linked Sites do not imply that SustainMobility sponsors, endorses, is affiliated or associated with, the Linked Sites or their associated companies or products, or is legally authorized to use any content displayed in or accessed through the links to the Linked Sites. SustainMobility does not control or guarantee the currency, accuracy, relevance, timeliness or completeness of information found on Linked Sites. SustainMobility cannot authorize the use of copyrighted materials published on Linked Sites. SustainMobility is not responsible for or liable in any way for commercial transactions which users transact with Linked Sites. When you access such Linked Sites, you are doing so at your own risk and are subject to the terms and conditions of use of the Linked Sites in question.

## **Disclaimer and Exclusion of Liability**

In accordance with the terms of use set out above, the Services are provided on an “as is” and “as available” basis. SustainMobility makes no representations, warranties, covenants, agreements or guarantees, express or implied, as to the accuracy, reliability, quality, suitability, truth, currency or completeness of any of the Services, its Contents, and any portion thereof, or any goods or services that may be recommended, advertised, sold or delivered in connection with the Services. All express or implied conditions, representations and warranties, including any implied warranty of merchantability fitness for a particular purpose or non-infringement, are hereby expressly disclaimed. SustainMobility shall in no event be liable to you or to any other person or entity for any damages, liabilities, claims, losses, costs, expenses or injuries suffered in connection with or in any way relating to or resulting from your use of, or inability to use, the Services, its Content, or any portion thereof, including without limitation, your viewing, using, accessing, copying, downloading or storing any part of the Services or its Content. Under no circumstances whatsoever shall SustainMobility be liable to you or any other person or entity for any direct, indirect, special, incidental or consequential damages (including loss of business, revenue, profits, use, data or economic advantage), whether arising in contract, tort (including negligence), equity, or otherwise, and regardless of how same may arise or whether SustainMobility has been advised of or could have foreseen the possibility of such damages. SustainMobility further disclaims any and all liability for any consequences that may arise from any unauthorized reproduction or use of the Services or its Content. Any representations, warranties or covenants with respect to any goods or services referred to in the Services shall be subject to, governed by, and as stated in the applicable terms governing the provision of same.

Ensuring that your data and/or equipment used in connection with your use of the Service and its Content is adequately protected is entirely your responsibility. You agree that you will not make a claim or otherwise seek any equitable relief against SustainMobility for such losses as may be suffered by you in this respect, including but not limited to lost data, rerun time, data corruption, communication interception, inaccurate output, work delays or lost business, profits, use or other economic advantage, resulting from any use of or access to the Services and its Content.

### **Applicable Law**

Your use of the Services and these terms and conditions shall be governed and interpreted in accordance with the laws of the Province of Ontario. You acknowledge that you have full legal capacity to use the Services and the Forums in accordance with the foregoing. By using the Services, you acknowledge and agree to submit and attorn to the exclusive jurisdiction of the courts of the Province of Ontario in this respect. If you use the Services from another jurisdiction, you are responsible for compliance with any and all applicable local laws. SustainMobility does not represent that the materials contained within the Services and any of its Content are appropriate or otherwise available for customers outside the Province of Ontario.

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