

Website Terms and Conditions of Use

Acceptance of the Website Terms and Conditions of Use.

These website terms and conditions of use for www.torontofashionweek.to, constitute a legal agreement and are entered into by and between you and Fashion Media Group GP, Ltd ("Company," "we," "us," "our"). The following terms and conditions together with any documents and/or additional terms they expressly incorporate by reference (collectively, these "**Terms and Conditions**"), govern your access to and use, including any content, functionality, and services offered on or through www.torontofashionweek.to (the "**Website**").

BY USING THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY, FOUND AT https://torontofashionweek.to/wp-content/uploads/2017/07/FMG_Privacy.pdf INCORPORATED HEREIN BY REFERENCE.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS AND/OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE.

By using this Website, you represent and warrant that you are the legal age of majority under applicable law to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Modifications to the Terms and Conditions and to the Website.

We reserve the right in our sole discretion to revise and update these terms and conditions from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Website. You agree to periodically review the terms and conditions in order to be aware of any such modifications and your continued use shall be your acceptance of these.

The information and material on this Website, and the Website may be changed, withdrawn or terminated at any time in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is restricted to users or unavailable at any time or for any period.

Your Use of the Website and Account Set-Up and Security

Users are responsible for obtaining their own access to the Website and for the Website's availability and performance. Users are required to ensure that all persons who access the Website through a user's internet connection are aware of these Terms and Conditions and comply with them. Users are responsible for any security breaches or performance issues relating to accessing the Website.

The Website including content or areas of the Website may require user registration. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete.

Your provision of registration information and any submissions you make to the Website through any functionality such as applications, chat rooms, e-mail, message boards, personal or interest group web pages, profiles, forums, bulletin boards and other such functions (collectively, "**Interactive Functions**") constitutes your consent to all actions we take with respect to such information consistent with our Privacy Policy [https://torontofashionweek.to/wp-content/uploads/2017/07/FMG_Privacy.pdf].

Any user name, password, or any other piece of information chosen by you or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree that should you be provided an account, your account is personal to you and you agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you logout from your account at the end of each session. You are responsible for any password misuse or any unauthorized access.

We reserve the right at any time and from time to time, to disable or terminate your account, any user name, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms and Conditions.

You are prohibited from attempting to circumvent and from violating the security of this Website including without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restrict disrupt or disable service to users, hosts, servers or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting Website owner's ability to monitor the Website; (f) use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; (g) introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attack the Website via a

denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing or crashing; and (i) otherwise attempt to interfere with the proper working of the Website.

Intellectual Property Rights and Ownership

You understand and agree that the Website and its entire contents, features, and functionality, including but not limited to all information, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and arrangement, are owned by the Company, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

The Company name, the TORONTO FASHION WEEK and TFW trademarks and all related names, logos, product and service names, designs, images and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. Other names, logos, product and service names, designs, images and slogans mentioned or which appear on this Website are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute a violation of the rights of the property owner and may be a violation of federal or other laws and could subject the violator to legal action.

You may only use the Website for your personal and non-commercial use. You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, in any form or medium whatsoever except:

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- (b) a reasonable number of copies for personal use only may be printed keeping any proprietary notices thereon, which may only be used for non-commercial and lawful personal use and not for further reproduction, publication, or distribution of any kind on any medium whatsoever;
- (c) in the event social media features are provided with respect to certain content are on our site, you may take such actions as our site permits for such features.

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Conditions of Use and Site Content Standards

As a condition of your access and use you agree that you may use the Website only for lawful purposes and in accordance with these Terms and Conditions.

Without limiting the foregoing you warrant and agree that your use of the Website shall not:

- (a) In any manner violate any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Conditions and our Privacy Policy [https://torontofashionweek.to/wp-content/uploads/2017/07/FMG_Privacy.pdf].
- (b) Involve, provide or contribute any false, inaccurate or misleading information.
- (c) Impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses, or screen names associated with any of the foregoing).
- (d) Include engaging in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.
- (e) Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- (f) Give the impression that they originate from or are endorsed by us or any other person or entity, if this is not the case.

No Reliance

The content on our Website is provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain more specific or professional advice before taking, or refraining from, any action or inaction on the basis of the content on our site.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date. Your use of the Website is at your own risk and the Company has no responsibility or liability whatsoever for your use of this Website.

This Website may include content provided by third parties, including from other users and third-party licensors. All statements and/or opinions expressed in any such third party content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of the Company. The Company is not responsible, or liable to you or any third party, for the content or accuracy of any third party materials.

Privacy

Any user information will be deemed our property and your submissions and use of our site constitutes consent to the collection, use, reproduction, hosting, transmission and disclosure of any such user content submissions in compliance with our Privacy Policy [https://torontofashionweek.to/wp-content/uploads/2017/07/FMG_Privacy.pdf], as we deem necessary for use of the Website and provision of services.

Third Party Websites

For your convenience, this Website may provide links or pointers to third party sites. We make no representations about any other websites that may be accessed from this Website. If you choose to access any such sites, you do so at your own risk. We have no control over the contents of any such third party sites, and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third party sites.

Disclaimer of Warranties

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NEITHER THE COMPANY NOR ANY AFFILIATES NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SERVICE PROVIDERS MAKES ANY WARRANTY, REPRESENTATION OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY OR AVAILABILITY OF THE WEBSITE OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANY AFFILIATES NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SERVICE PROVIDERS REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

We cannot and do not guarantee or warrant that files or data available for downloading from the internet or the Website will be free of viruses or other destructive code. You are solely and entirely responsible for your use of the Website and your computer, internet and data security. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

Limitation on Liability

UNDER NO CIRCUMSTANCE WILL THE COMPANY, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR SERVICE PROVIDERS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT

MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, RELIANCE ON, THE WEBSITE, ANY LINKED WEBSITES OR SUCH OTHER THIRD PARTY WEBSITES, NOR ANY SITE CONTENT, MATERIALS, POSTING OR INFORMATION THEREON.

Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Company, its affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms and Conditions or your use of the Website, including, but not limited to, third party sites, any use of the Website's content, services, and products other than as expressly authorized in these Terms and Conditions.

Governing Law and Jurisdiction

The Website and these Terms and Conditions will be governed by and construed in accordance with the laws of Ontario the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle or rule and notwithstanding your domicile, residence or physical location.

Any action or proceeding arising out of or relating to this Website and under these Terms and Conditions will be instituted in the courts of the province of Ontario and/or the Federal Court of Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

Waiver

No waiver under these Terms and Conditions is effective unless it is in writing and signed by an authorized representative of the party waiving its right. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Severability

If any term or provision of these Terms and Conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

Entire Agreement

The Terms and Conditions and our Privacy Policy constitute the sole and entire agreement between you and Fashion Media Group GP, Ltd regarding the Website and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

