

Business Launch Solutions & Wise-Seniors in Business Terms of Service

Before you start using this website, you must read and agree to these Terms of Service (“**Terms**”) which govern your access to and use of the Website, www.wise-seniorsinbusiness.com (the “**Website**”) and Services (see further *Services Description* below) and any information, text, graphics, data, profiles, audio and video clips or other materials uploaded, downloaded or appearing on the Website (collectively referred to as “**Content**”). Your access to and use of the Services is conditional on your acceptance of and compliance with these Terms as well as our Privacy Policy (below) which governs our use of your personal information.

You may use the Website and Services only in compliance with these Terms and all applicable local, provincial, national, and international laws, rules and regulations.

Services Description

The Website provides access to Content associated with Wise–Seniors in Business and the Idea2Delivery Real World Entrepreneur web series and related products (“**Services**”).

The form and nature of the services we provide may change from time to time without prior notice to you. In addition, we may stop providing access to or aspects of the Website and/or Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

You are responsible for your use of the Services including any content you post on the Website. The Content you submit, post, or display will be viewed by other users of the Services and may be viewed through third party services and websites. You should only provide Content that you are comfortable sharing with others under these Terms.

The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services or other information. The types and extent of advertising on the Services are subject to change. In consideration for Wise–Seniors in Business granting you access to and use of the Services, you agree that Wise–Seniors in Business and its third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

Content on the Services

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the originator. We may not monitor or control the Content posted through the Services and we cannot take any responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.



We do not represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will Wise–Seniors in Business be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

License of Rights

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed).

You agree that this license includes the right for us to make such Content available to other companies, organizations or individuals who partner with Wise–Seniors in Business for the broadcast, distribution or publication of such Content on other media and services, subject to the terms and conditions for such Content use.

Such additional uses by Wise–Seniors in Business, or other companies, organizations or individuals who partner with Wise–Seniors in Business, may be made with no payment or other compensation to you in respect of the Content that you submit, post, transmit or otherwise make available through the Services.

You acknowledge and agree that we may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

You are responsible for your use of the Services, for any Content you provide, and for any related consequences, including the use of your Content by other users and our third party partners. You understand that your Content may be re-broadcasted by our partners and if you do not have the right to submit Content for such use, it may subject you to liability. Wise–Seniors in Business will not be responsible or liable for any use of your Content by Wise–Seniors in Business in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

Wise–Seniors in Business gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided by Wise–Seniors in Business as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Wise–Seniors in Business, in the manner permitted by these Terms.

Business Launch Solutions & Wise–Seniors in Business

All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Wise–Seniors in Business and its licensors. The Services are protected by copyright, trademark, and other laws of both Canada and foreign countries. Nothing in the Terms gives you a right to use the Wise–Seniors in Business name or any of the Wise–Seniors in Business trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding Wise–Seniors in Business, or the Website and Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Restrictions on Content and Use of the Services

We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services and to terminate users or reclaim usernames. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Wise–Seniors in Business, its users and the public.

You may not do any of the following while accessing the Website or using the Services:

- (i) Harass, intimidate, promote bigotry, threaten, discriminate against or impersonate other Wise–Seniors in Business users;
- (ii) Contravene any applicable laws relating to acceptable online conduct, behavior and content usage
- (iii) Engage in any illegal, offensive or unauthorized conduct including:
 - a. Hacking, accessing, tampering with, or using non-public areas of the Services, Wise–Seniors in Business' computer systems, or the technical delivery systems of Wise–Seniors in Business providers;
 - b. Probing, scanning, or testing the vulnerability of any system or network or breaching or circumventing any security or authentication measures;
 - c. Interfering with, or disrupting, (or attempting to interfere or disrupt), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.
 - d. Removing or modifying any copyright, trade mark or other proprietary notice on the Website.



- (iv) Reformat or frame any portion of the Website except to the extent permitted by us on your account page
- (v) Use automated devices (such as robots and spiders) to scrape or index the Website or its Content (including where the same is carried out with the aim of constructing or populating a searchable database of business reviews
- (vi) Exploit the Content including through the sale, trade, display publicly
- (vii) Record or mine information about other users of the Website and Services
- (viii) Attempt to manipulate natural search results (for example by key word spamming)

You agree to indemnify Wise–Seniors in Business for any and all claims, damages, losses and expenses (including reasonable legal fees) relating to any acts by you, including but not limited to any Content submitted by you, in connection with using the Service, resulting in claims against us by other users or third parties.

Copyright Policy

Wise–Seniors in Business respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice and at our sole discretion. In appropriate circumstances, Wise–Seniors in Business will also terminate a user’s account if the user is determined to be a repeat infringer.

The Services are Provided “AS-IS”

Your access to and use of the Website, Services and any Content is at your own risk.

You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, WISE–SENIORS IN BUSINESS AND ITS PARTNERS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Services or any



content thereon. Wise–Seniors in Business will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Website, Services, or any Content. You also agree that Wise–Seniors in Business no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Website and Services. We make no warranty that the Website or Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Wise–Seniors in Business or through the Website or Services, will create any warranty not expressly made herein.

Links

The Website and Services may contain links to third party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Wise–Seniors in Business of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WISE-SENIORS IN BUSINESS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WISE–SENIORS IN BUSINESS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.



Waiver and Severability

The failure of Wise–Seniors in Business to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the province of Ontario without regard to or application of its conflict of law provisions or your province or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in Ontario, Canada, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

Entire Agreement

These Terms and our Privacy Policy are the entire and exclusive agreement between Wise–Seniors in Business and you regarding the Website and Services (excluding any services for which you have a separate agreement with Wise–Seniors in Business that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between Wise–Seniors in Business and you regarding the Website and Services.

We may revise these Terms from time to time, the most current version will always be at www.wise-seniorsinbusiness.com. If the revision, in our sole discretion, is material we will notify you via an update or e-mail to the email associated with your account. By continuing to access or use the Website and Services after those revisions become effective, you agree to be bound by the revised Terms.

If you have any questions about these Terms, please contact us at: wendy@launchitright.com.

Effective Date: July 28, 2016

Wise–Seniors in Business is an initiative of Business Launch Solutions