

Terms of Use

Welcome to www.myzer.com ("Myzer"). Thanks for stopping by. These Terms of Use, the Privacy Policy, the Mobile Devices Terms and all policies posted on our site set out the terms on which we offer you access to and use of our site, services, applications and tools (collectively "Services"). All policies are incorporated into these Terms of Use. You agree to comply with all the above when accessing or using our Services.

Your Account. In order to access and use some or a portion of the Services, you may be required to register with us and set up an account with your email address and a password (your "Account"). The email address you provide will be your email address, and you are solely responsible for maintaining the confidentiality of your password. You are solely responsible for all activities that occur under your Account. Therefore, you should protect your password and make your password difficult for others to guess.

You may connect to the Services with a third-party service and you give us permission to access, store, and use your information from that service as permitted by that service and as may be described in our Privacy Policy. If you believe your Account may have been compromised or misused, contact us.

Using the Services. You will post in the appropriate category or area and will not do any of the following bad things:

- violate any laws;
- be false or misleading;
- infringe any third-party right;
- distribute or contain spam, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm Myzer or the interests or property of Myzer users;
- impose an unreasonable load on our infrastructure or interfere with the proper working of the Myzer;
- copy, modify, or distribute any other person's content;
- use any robot, spider, scraper or other automated means to access Myzer and collect content for any purpose without our express written permission;
- harvest or otherwise collect information about others, including email addresses, without their consent;
- bypass measures used to prevent or restrict access to Myzer.

Abusing Myzer Services. Please use the flagging system to tell us about any problems or offensive content so that together we can keep the Services site working properly. We may limit or terminate our Services, remove hosted content and take technical and legal steps to keep users off Myzer if we think that they are creating problems or acting inconsistently with the letter or spirit of our policies. However, whether we decide to take any of these steps, remove hosted content or keep a user off Myzer or not, we do not accept any liability for monitoring Myzer or for unauthorized or unlawful content on Myzer or use of Myzer by users.

Fees and Services. Using the Services is generally free. We may charge fees for certain Services. If the service you use charges a fee, you will be able to review and accept that charge. Our fees are quoted in Canadian Dollars, and we may change them from time to time. We will notify you of changes to our fee policy by posting such changes on the site. We may choose to temporarily change our fees for promotional events or new services; these changes are effective when we announce the promotional event or new service. Our fees are non-refundable, and you are responsible for paying them when they're due. If you don't, we may limit your ability to use the Services. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms (for accounts over 180 days past due, you permit us to instruct PayPal to deduct the amount owed from your PayPal account balance).

Canadian taxes associated with our Services will be collected when applicable. You agree to provide accurate address information necessary for Myzer to comply with its obligations under applicable law. To the extent that such information is not provided, Myzer will in its discretion determine and collect appropriate taxes.

You are solely responsible to collect and remit any applicable taxes resulting from the sale of your items or services listed on Myzer.

While many features of the Services are available across the Myzer websites and their associated mobile applications, some features and functionality may vary depending on which website and/or which mobile device you use to access the Services.

Content. The Services contains stuff from us, you, and other users (as well as from our third party service providers). You agree not to copy, modify, resell or distribute the Services, our copyrights or trademarks. When you give us content, you are granting us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright, publicity, and database rights to that content. If you believe that your rights have been violated, please notify us and we will investigate the matter. We reserve the right to remove content where we have grounds for suspecting the violation of these terms or the rights of any other party.

Reporting Intellectual Property Infringements (Verified Rights Owners - VeRO). Do not post content that infringes the rights of third parties. This includes, but is not limited to, content that infringes on intellectual property rights such as copyright and trademark (e.g. offering counterfeit items for sale). Do not post content that contains any reference to or likeness of any identifiable third parties, unless consent has been obtained from each such individual as may be required. We reserve the right to remove content where we have grounds for suspecting the violation of these terms, our policies or of any party's rights. The following steps are for reporting a listing to Myzer that you believe to be infringing on your intellectual property rights. Only the intellectual property rights owner can report of potentially infringing items or listings. If you have a good faith belief that a listing on any of the Services infringes your copyright, trademark, or other intellectual property rights, all you need to do is contact us.

Disclaimers and Limitations of Liability. The Services are provided "as is" and "as available". You agree not to hold us responsible for things other users post or do. You also

agree not to hold us responsible for the payment processing of other service providers such as PayPal (each a "Third Party Payment Processor". For greater certainty, as applicable, if you link a Third Party Payment Processor account to your Myzer Account, you acknowledge and agree that by making payments through Myzer with that Third Party Payment Processor, you are bound by that Third Party Payment Processor's applicable terms and conditions, and we are not liable for any loss, claims or damages howsoever arising in connection with that third party's services). As most of the stuff on the Services comes from other users, we do not guarantee the accuracy, completeness, efficacy or timeliness of any postings or user communications or the quality, safety, or legality of what is offered. We also cannot guarantee continuous or secure access to our Services. Notification functionality in our Services may not occur in real time. Such functionality is subject to delays beyond our control, including without limitation, delays or latency due to your physical location or your wireless data service provider's network. Accordingly, to the extent legally permitted we expressly disclaim all warranties, representations and conditions, express or implied, including those of quality, merchantability, merchantable quality, durability, fitness for a particular purpose and those arising by statute. We are not liable for any loss, whether of money (including profit), goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of Myzer, even if you advise us or we could reasonably foresee the possibility of any such damage occurring. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Despite the previous paragraph, if we are found to be liable, our liability to you or any third party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) is limited to the greater of (a) the total fees you pay to us in the 12 months prior to the action giving rise to liability, and (b) 100 Canadian Dollars.

Indemnification. You will indemnify and hold harmless Myzer and its affiliates and our and their respective officers, directors, agents and employees (each an "Indemnified Party"), from any claim made by any third party, together with any amounts payable to the third party whether in settlement or as may otherwise be awarded, and reasonable legal costs incurred by any of the Indemnified Parties, arising from or relating to your use of the Services, any alleged violation by you of the applicable terms, and any alleged violation by you of any applicable law or regulation. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, but doing so will not excuse your indemnity obligations.

Personal Information. By using Services, you agree to the collection, transfer, storage and use of your personal information by Myzer.com. (the "data controller")

General. These terms and the other policies posted on the Services constitute the entire agreement between us and you, superseding any prior agreements. This agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. We both submit to the jurisdiction of the courts of the Province of Ontario. This will not affect your statutory rights if you are a consumer and applicable consumer law requires application of another law for certain topics. If we don't enforce any particular provision, we are not waiving our right to do so later. If a court strikes down any of these terms, the remaining terms will survive. We may automatically assign this agreement in our sole

discretion in accordance with the notice provision below (our assignment to an affiliate will not require notice). Except for notices relating to illegal or infringing content, your notices to us must be sent via email.

We will send notices to you via the email address you provide, or by registered mail. Notices sent by registered mail will be deemed received five days following the date of mailing. We may update this agreement at any time, with updates taking effect when you next use the site or after 30 days, whichever is sooner. No other amendment to this agreement will be effective unless made in writing, signed by users and by us. Send questions, comments or complaints to feedback@myzer.com.

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