

Terms of Use for the Cyber-Seniors Copyrights/Trademarks

1(a) Cyber-Seniors Documentary, Inc. (We”, “Us”, “Our”) give you (You, Your), subject to the terms of this agreement, a non-exclusive, royalty-free license (“the Copyright License”), for the world to copy, distribute, display, publicly perform and publicly telecommunicate the various CYBER-SENIORS Program materials available for download on this website (Materials), solely in association with promotion and delivery of the CYBER-SENIORS Program (Program);

(b) We also give You, subject to the terms of this agreement, a non-exclusive, royalty-free license (“the Trademark License”) for the world, to use, and display the trademarks CYBER-SENIORS and CYBER-SENIORS logo: **[Insert here an image of the logo]** (“the Trademarks”), in the shown form, including the hyphen, solely in association with the promotion and delivery of the Program;

2. You agree to use the Trademarks and the Materials only in association with the Program, and that You will not use the Trademarks or the Materials in association with any other programs, services or goods, unless You specifically receive Our prior written consent. You will also not use the Trademarks as, or as part of, any business name, trading style, or domain name.

3. You agree to operate the Program in accordance with Our standards, policies and guidelines, as We may set from time to time.

4. In the event that We give You any directions regarding the use or display of the Trademarks, or the character or quality of the Program offered in association with the Trademarks, You agree to follow such directions promptly.

5. You further agree to prominently display the Trademarks, using such guidelines regarding the display of the Trademarks as We may be set from time to time, including any guidelines on use of trademark, copyright or other

intellectual property notices. More specifically, You agree to use, in any advertising for the Program, on Your website, and in all other materials, in whatever format, that You use in association with the Program the following notice: **CYBER-SENIORS and CYBER-SENIORS Logo are trademarks owned by Cyber-Seniors Documentary, Inc. Used under license**, or such other notices as We may send You from time to time.

6. You agree to send Us, upon request, samples of any advertisements, printed materials, brochures or website pages bearing one or more of the Trademarks that You use in connection with the Program. We have the right to request changes to the display of the Trademarks and You agree to promptly make such changes.

7. You shall have no right to commence action against third parties for infringement or passing off of the Trademarks, or any other action affecting the Trademarks, without Our prior written consent. In the event that any infringement of Our rights comes to Your attention, You agree to promptly notify Us. It shall be in Our sole discretion to commence legal action, or to enter into any agreement or settle any legal action. You agree to fully cooperate and assist Us in the prosecution of any proceedings, including the furnishing of relevant evidence, documentation and testimony available to You, but not financial contribution.

8. We may immediately terminate this license if You (a) violate Sections 2, 5, 14 or 15 or (b) become bankrupt or insolvent, or make an assignment for the benefit of creditors, or if all or any part of Your business is placed in the hands of a Receiver or Trustee, or if You seek the benefit of any statute for the protection of creditors or fail to meet Your debts as they become due, and upon such termination, all rights granted to You hereunder shall revert to Us.

9. In the event You violate any other terms in this agreement, We will notify You, and You shall have thirty (30) days within which to fix the violation, failing which We shall terminate this agreement.

10. After any termination, You shall have no further right to use the Trademarks, or any marks or names similar to the Trademarks, nor to copy and /or use the Materials.

11. Sections 10, 15, 16, and 17 shall survive any termination of this agreement.

12. This agreement shall be interpreted and governed by the laws of the Province of Ontario and Canada. We and You agree that Ontario is the forum conveniens for any matter arising under this agreement and that the courts of Ontario and the Federal Court of Canada shall have exclusive jurisdiction and We and You irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario and the Federal Courts of Canada.

13. TERM

This License shall run indefinitely except either We or You may terminate the agreement upon thirty (30) days written notice.

14. COMPLIANCE REQUIREMENTS

It is Your responsibility to comply with any government, industry and/or consumer regulatory agencies, if and as required, in association with Your delivering the Program and any costs associated therewith.

15. INTELLECTUAL PROPERTY RIGHTS

You acknowledge Our exclusive rights, including copyright and trademark rights, in the Materials and the Trademarks. You shall not at any time, during or after any termination of this Agreement, dispute or contest, directly or indirectly, Our exclusive rights and title, in and to, them, or the validity thereof.

16. POST TERMINATION RIGHTS AND OBLIGATIONS

Upon any termination of this Agreement, You shall:

(a) cease any further use, sale or distribution of the Materials.

b) cease all use and display of the Trademarks, or any similar trade marks, as trade marks, trade names, domain names or otherwise;

c) cease all use of the Trademarks, and deliver up, or destroy under oath any of the Materials or advertising of any type, whatsoever, whether in print or digital formats, bearing the Trademarks;

d) cancel any telephone, publishing, trade association, membership or internet listings that include the Trademarks.

17. INDEMNITY

You agree to defend and indemnify Us, Our successors and assigns, against all costs, expenses and losses (including reasonable legal fees and costs) incurred from any claims by third parties against Us based on any use by You of the Materials or the Trademarks.

18. NOTICES

Any notice required to be given under this Agreement shall be in writing and emailed to Us and/or You at the email addresses provided herein or such other email addresses as may be provided by You or Us from time to time. Notice by email shall be considered received when actually received.

19. AGREEMENT BINDING ON SUCCESSORS

This agreement shall be binding upon and shall enure to the benefit of Your and Our parties heirs, successors and permitted assigns.

20. WAIVER

No waiver by You or Us of any default hereunder shall be a waiver of any prior or subsequent default of the same or any other term of this Agreement.

21. SEVERABILITY

Any term that is held to be invalid or unenforceable by a court of competent jurisdiction shall be deemed severable and shall not effect the validity or enforceability of any other term.

26. ASSIGNMENT

You may not assign this Agreement without Our prior written consent.

27. INTEGRATION

This Agreement constitutes the entire understanding and agreement between You and Us and revokes and supercedes all prior agreements whether oral or written. It shall not be amended or modified except in writing signed by You and Us and specifically referring to this agreement.

28. FRENCH LANGUAGE REQUIREMENTS FOR RESIDENTS OF QUEBEC

The parties expressly require that the present contract be drawn up and executed in the English language. Les parties ont expressément exigé que le présent contrat soit rédigé et exécuté en anglais.

