

Terms of Service

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THIS WEBSITE AND ANY RELATED MOBILE APPLICATIONS.

The following terms of service (“Terms”) govern your use of this website and any mobile applications made available to you through this website (each a “Site”, collectively, the “Sites”). The Sites are owned by Tinto Fino LLC (“Company”).

Company reserves the right to change these Terms at any time without prior notice to you by posting revised Terms on this website. If you use the Sites, you should review these Terms regularly for any changes. These Terms were last updated on **March 15th, 2015**. You agree that by accessing and using the Site(s) you are bound by these Terms as may be revised from time to time.

1. **INTELLECTUAL PROPERTY (OWNERSHIP AND USE)**

Content

All content and other materials (“**Materials**”) contained on the Sites including, without limitation, information, text (e.g. articles, reviews, directories, guides and comments) videos, software, photos, graphics and sound, and any other content are owned or used under license by Company and protected by copyrights and other proprietary rights. All rights reserved. You shall not copy, modify, publish, transmit, create derivative works, or in any way exploit or use the Materials,

in whole or in part, without the prior written consent of Company. Without limiting the generality of the foregoing, you may not; republish the Materials in any print or electronic media, include the Materials in any database, compilation or archive; or cache or scrape, cut and paste or otherwise copy the Materials without prior written consent of Company. You may only use the Materials solely for your own personal, non-commercial use.

Trade-Marks and Logos

Certain names, words, phrases, logos, marks and designs that appear on the Sites (including Tinto Fino LLC's logo, trademarks and website name and related words and logos) are official marks, trade-marks or trade-names of Company in Canada. Company is also the owner in Canada of additional trade-marks and trade names, registered and unregistered. Nothing in these Terms or on a Company Site shall be construed as granting or conferring, either expressly, by implication, a license or other right to you to use any of the marks or names or any other intellectual property right of Company. The names of other companies, products and services referred to on a Site may be trade-marks or trade-names of their respective owners. Any use of the trade-marks or trade-names of Company or of third parties without the prior written consent of the applicable party is strictly prohibited.

2. REGISTRATION REQUIREMENTS

If you choose to register with Company for the purchase of goods or services (including subscriptions), you agree to: (a) provide online true, current and complete information about yourself; and (b) maintain and promptly update on-line

information about yourself to keep it true, current and complete. Additional terms and conditions may apply to your registration and to the purchase of any goods and services (including subscriptions) from Company.

3. USER NAMES AND PASSWORDS

Some features of the Sites may be accessed only by use of a login name and password. You are solely responsible and liable for any use and misuse of your login name and password and for all activities that occur under your login name and password. For security reasons, you must keep your login name and password confidential and not disclose them to any person or permit any other person to use them, except an authorized Company representative.

All login names and passwords remain the property of Company, and may be cancelled or suspended at any time by the Company without any notice or liability to you or any other person. Company is not under any obligation to verify the actual identity or authority of the user of any login name or password. Also, Company may refuse to grant you a user name that impersonates someone else, is protected by trade-mark or other proprietary right, law or is otherwise vulgar or offensive.

You must immediately notify Company of any unauthorized use of your login name or password, or if you know or suspect that your login name or password has been lost or stolen, has become known to any other person, or has been otherwise compromised.

3. LINKING

Outbound Links to Third Party Sites

Any link, (including hyperlinks, buttons or referral devices

of any kind) used on the Sites is provided for your convenience only, and you access any link at your own risk. Company is not responsible for the policies or actions of any third party. The appearance of a link on a Site does not constitute an endorsement, recommendation or certification by Company, nor should the presence of a link in any way be construed as a suggestion that the site has any relationship with Company. Please review carefully the terms and conditions and policies of any third party site and make sure you are comfortable with them before you engage in any transaction. Complaints, concerns or questions related to third party products and services should be forwarded directly to the third party.

Inbound Links from Third Party Sites

Subject to Your compliance with the provisions below, Company generally does not object to links to the Sites from third party sites. However, there are certain conditions that must be followed: You may not link to the Sites from any website or other digital application that contains, or is associated with a site that contains, materials that are pornographic, unlawful, defamatory or would adversely affect the Company's name, reputation or goodwill, as determined by Company in its sole discretion.

Unless Company enters into a specific written agreement with you, you may not use any of our names, logos, designs, slogans, or marks in or with your links, except that you may link to the Sites using the plain text name: tintofino.com. In addition, you may only link to the Sites provided that you agree to immediately delete and disable any such link on Company's request (for any reason in its sole discretion).

Do not present the link to the Sites in any way that suggests Company has any relationship or affiliation with your site or in any way that suggests Company endorses, sponsors or recommends the information, products or services on your site.

Use of any of the Company's names, logos, designs, slogans, or marks, or any other words or codes identifying the Sites in any "metatag" or other information used by search engines or other information location tools to identify and select sites, without Company's written permission for a particular use, is strictly prohibited.

Company is not responsible for any loss, damage, liability or expense that may accompany or result from your linking to or using the Sites including, but not limited to, any computer virus, technical, hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions.

By linking to the Sites, you agree to comply with the foregoing Terms.

4. USER-PROVIDED CONTENT

By providing information to, communicating with, and/or placing material on the Sites including, for example, communication during registration, communication on any Site forums, message, commenting, rating or chat area, posting any content, placing any classified advertisement, entering any contests, etc., you represent and warrant: (1) you own or otherwise have all necessary rights to the content you provide and the rights to use it as provided in this Terms; (2) all information you provide is true, accurate, current and complete, and does not violate these Terms; and, (3) the content will not cause injury to any person or entity. Using a name other than your own legal name is prohibited (except in those specific areas of the Sites that specifically allow unique, fictitious names, e.g., certain forums, message boards and chat rooms).

For all such information and material, you grant Company and its affiliates and related entities, a royalty-free,

perpetual, irrevocable, non-exclusive right and license to use, copy, modify, display, archive, store, distribute, reproduce and create derivative works from such information, in any form, media, software or technology of any kind now existing or developed in the future. Without limiting the generality of the previous sentence, you authorize Company to share the information across all Sites and affiliated sites, to include the information in a searchable format accessible by users of the Sites and to use your name and any other information in connection with its use of the material you provide. You also grant Company the right to use any material, information, ideas, concepts, know-how or techniques contained in any communication you send to us for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products using such information. All rights in this paragraph are granted without the need for additional compensation of any sort to you.

Please note Company does not accept unsolicited materials or ideas for use or publication, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to Company. Should you send any unsolicited materials or ideas, you do so with the understanding no additional consideration of any sort will be provided to you, and you are waiving any claim against Company and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the idea you sent.

5. ACCURACY OF INFORMATION

While Company uses reasonable efforts to include accurate and up-to-date information, we make no warranties or representations as to the accuracy of the Materials and assume no liability or responsibility for any error or omission in the Materials. Company does not represent or warrant that use

of any Materials will not infringe rights of third parties. Company has no responsibility for actions of third parties or for content provided or posted by others. Company reserves the right to correct errors and to change or update information at any time without notice.

6. COMMUNICATIONS WITH THIRD PARTIES

Your dealings or communications through the Sites with any party other than Company are solely between you and that third party. For example, certain areas of the Sites may allow you to conduct transactions or purchase goods or services. In those instances, such transactions will be conducted by our third-party partners and vendors. Under no circumstances will Company be liable for any goods, services, resources or content available through such third party dealings or communications, or for any harm related thereto. Please review carefully that third party's policies and practices and make sure you are comfortable with them before you engage in any transaction. Complaints, concerns or questions relating to materials provided by third parties should be forwarded directly to the third party.

7. INDEMNITY

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY AND EACH OF THEIR PARENT AND AFFILIATED COMPANIES, AND EACH OF THEIR RESPECTIVE PARTNERS, SUPPLIERS, LICENSORS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS AND AGENTS FROM ANY AND ALL CLAIMS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, PRIVACY AND

INTELLECTUAL PROPERTY INFRINGEMENT), SUITS, ACTIONS, LIABILITIES, DAMAGES, LOSSES AND EXPENSES (INCLUDING ALL LEGAL FEES) ARISING FROM OR RELATING TO ANY ALLEGATION REGARDING: (1) YOUR USE OF THE SITES; (2) COMPANY'S USE OF CONTENT OR INFORMATION YOU PROVIDE, AS LONG AS SUCH USE IS NOT INCONSISTENT WITH THESE TERMS; (3) INFORMATION OR MATERIAL POSTED OR TRANSMITTED BY YOU; (4) ANY VIOLATION OF THESE TERMS BY YOU; AND (5) ANY BREACH BY YOU OF THE COMPANY'S PRIVACY POLICY OR ANY RULE, REGULATION, GUIDELINES OR POLICY OF COMPANY AS MAY BE ESTABLISHED AND CHANGED FROM TIME TO TIME AND POSTED IN THESE TERMS.

8. DISCLAIMERS AND LIMITATION OF LIABILITY

You understand and agree that:

1. USE OF THE SITES IS AT YOUR SOLE RISK. THE SITES ARE PROVIDED STRICTLY ON AN "AS IS", "AS AVAILABLE" BASIS. COMPANY DOES NOT REPRESENT, WARRANT, GUARANTEE OR COVENANT THAT THE SITES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES COMPANY MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE, OR COVENANT AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITES, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION OR SERVICE ON THE SITES. COMPANY WILL NOT BE RESPONSIBLE FOR YOUR INABILITY TO EXECUTE A TRANSACTION OR OBTAIN GOODS RELATED TO ANY SUCH TRANSACTION, FOR WHATEVER REASON.
2. THE DOWNLOADING OF MATERIALS FROM THE SITES IS DONE AT YOUR OWN RISK. COMPANY DOES NOT AT ANY TIME REPRESENT, COVENANT, GUARANTEE OR WARRANT THAT SUCH MATERIALS ARE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SAFEGUARDS TO PROTECT YOUR COMPUTER SYSTEM AND DATA AND

YOU ARE RESPONSIBLE FOR THE ENTIRE COST OF ANY SERVICE, REPAIRS OR CORRECTIONS NECESSARY AS A RESULT OF THE USE OF THE SITES.

3. IN NO EVENT SHALL COMPANY BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, COMPENSATORY OR PUNITIVE DAMAGES OR LOSSES, OR DAMAGES FOR LOSS OF INCOME, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, OR LOSS OF OR DAMAGE TO PROPERTY, OR CLAIMS OF THIRD PARTIES, OR OTHER PECUNIARY LOSS, ARISING OUT OF OR RELATED TO THESE TERMS, THE USE OF THE SITES, THE USE OF ANY OTHER SITE OR PAGE ACCESSIBLE FROM THE SITES OR THE ACQUISITION OR USE OF ANY GOODS PURCHASED THROUGH THE SITES. IN NO EVENT WILL THE CUMULATIVE LIABILITY OF COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR TO ANY SUCH USE OR ACQUISITION EXCEED THE REPLACEMENT COST OF ANY SUCH GOODS. To the extent that some jurisdictions do not allow exclusions or limitations on some categories of damages, these exclusions or limitations may not apply to you.

THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY APPLY REGARDLESS OF THE CAUSES, CIRCUMSTANCES OR FORM OF ACTION GIVING RISE TO THE LOSS, DAMAGE, CLAIM OR LIABILITY, EVEN IF SUCH LOSS, DAMAGE, CLAIM OR LIABILITY IS BASED UPON BREACH OF CONTRACT (INCLUDING, WITHOUT LIMITATION, A CLAIM OF FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM), TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND EVEN IF ADVISED OF THE POSSIBILITY OF THE LOSS, DAMAGE, DELAY, CLAIM OR LIABILITY.

9. PRIVACY POLICY

The Company is committed to protecting the privacy and

confidentiality of its customers' and users' personal information. The Company Privacy Policy details how the Company uses your personal information, and how it protects the confidentiality and privacy of the personal information you provide to the Company.

10. COMPLIANCE WITH LAWS

In addition to complying with these Terms, you agree to use the Sites' Materials for lawful purposes only and in a manner consistent with local, national or international laws and regulations. Some jurisdictions may have restrictions on the use of the Internet by their residents.

11. INTERNATIONAL USERS

The Sites are controlled, operated and administered by Company from its offices within the Canada. Company makes no representation that materials or Content available through the Sites are appropriate or available for use outside Canada and access to them from territories where their contents are illegal is prohibited. If you access the Sites from a location outside Canada, you are responsible for compliance with all applicable laws.

12. APPLICABLE LAW

These Terms will be governed by and construed in accordance with the laws of the Province of Ontario and the Federal laws applicable therein, without regard to its conflicts of law provisions. You hereby agree that any cause of action you may have with respect to Company or the Sites must be filed in a provincial or federal court located in Toronto, Ontario,

within two months of the time in which the events giving rise to such claim began, or you agree to waive such claim. You agree no such claim may be brought as a class action. If for any reason any provision of these Terms is found unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected in that provision, and the remainder of the Terms shall continue in full force and effect. Any failure of Company to enforce or exercise any provision of this these Terms or related right shall not constitute a waiver of that right or provision. The section titles used in these Terms are purely for convenience and carry with them no legal or contractual effect. In the event of termination of these Terms for any reason, you agree the following provisions will survive: the provisions regarding limitations on your use of Materials, the license(s) you have granted to Company, and all other provisions for which survival is equitable or appropriate.

13. MISCELLANEOUS

Company reserves the right to change these Terms at any time in its discretion and to notify users of any such changes solely by changing the Terms posted on the Sites. Your continued use of the Sites after the posting of any amended Terms shall constitute your agreement to be bound by any such changes.

These Terms and any additional terms presented to you by Company in connection with the offer of additional products and services constitute the entire agreement between you and Company. Company may modify, suspend, discontinue or restrict the use of any portion of the Sites including the availability of any portion of the Materials, or any portion thereof, at any time, without notice or liability. Company may deny access to any person or user at any time for any reason. In addition,

Company may at any time transfer rights and obligations under these Terms to any affiliate, subsidiary or business unit, or any of their affiliated companies or divisions, or any entity that acquires, Company or its assets, including without limitation the Sites.