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HUMAN LIBRARY

Terms of Use Agreement

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1. Acceptance of Agreement

By accessing this Site, you agree to the terms and conditions outlined in this Terms of Use Agreement (“Agreement”) with respect to the Site. This Agreement constitutes the entire and only Agreement between Digital Human Library and you for use of the Site, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, including the Content (as defined below). You agree to review this Agreement prior to using or gaining further access to the Site. Digital Human Library may amend this Agreement from time to time without specific advance notice to you. The most updated version will be posted on the Site, and you should review this Agreement prior to using the Site at any time. Digital Human Library may immediately terminate the use of the Site by any user if that user has used the Site in any way contrary to the Agreement, any applicable law or in any way that disrupts the Site. If you are dissatisfied with the terms, conditions, rules, policies, guidelines or practices of the Site, including those in this Agreement, your sole and exclusive remedy is to discontinue using the Sites.

2. Copyright

All materials displayed or otherwise accessible through the Site, including without limitation, text, logos, graphics, photographs, images, and illustrations (collectively, the “Content”) are protected under applicable Canadian and foreign copyright, trademark and other proprietary and intellectual property laws or other laws. You acknowledge that the Content is the property of Digital Human Library, its suppliers, partners and/or licensors or other applicable owners as the case may be. In addition, the Site is protected under copyright law as a collective work and/or compilation pursuant to Canadian and foreign laws. The copying, redistribution, use or publication by you of any such Content or any part of the Site, except as allowed by Section 3, is strictly prohibited. You do not acquire ownership rights to any Content obtained through the Site. You shall abide by all additional copyright notices, information and restrictions on or contained in any of the Content to which access is gained through the Site.

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Digital Human Library

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3. Limited Right to Use

Notwithstanding the foregoing, and subject to the terms and conditions of this Agreement, you are hereby granted the right to: (i) input your applicable information within and through the Site; (ii) access, view and use the Site for your personal, non-commercial use; and (iii) download, store, and print single copies of items comprising the Content for your personal, non-commercial use, provided that you maintain all copyright and other notices contained in such Content.

The information contained on the Site is for informational purposes only. All items posted on the Site are believed to be accurate and reliable when posted. However, information is subject to change and Digital Human Library expressly disclaims any liability for any out of date or inaccurate information posted on the Site.

4. Editing, Deleting and Modification

Digital Human Library reserves the right in its sole discretion to edit or delete any documents, information, forms or other Content appearing on the Site.

5. Indemnification

You agree to release, indemnify, defend and hold Digital Human Library and its directors, offices, employees, agents and representatives harmless from any liability, loss, claim and expense, including reasonable lawyer's fees, related to your violation of this Agreement or improper use of the Site.

6. Disclaimer

Digital Human Library provides the Site on an "as is", "as available", basis, for your convenience. Digital Human Library does not make any express or implied warranties, representations or endorsements with respect to the Site, including the contents thereon, including, but not limited to, warranties as to merchantability and fitness for a particular purpose, operation, non-infringement, usefulness, completeness, accuracy or reliability. Further, Digital Human Library does not represent or warrant that the Site will be available or meet your requirements, that access will be uninterrupted, that there will be no delays, failures or errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for adequate protection and backup of your data, hardware and software and to take reasonable and appropriate precautions against viruses and other contaminating or destructive properties.



7. Collection, Use and Disclosure of Personal Information

The collection, use and disclosure of personal information provided to Digital Human Library through this Site is governed by our privacy policy. Please refer to Digital Human Library's Privacy Policy available on the Site.

8. No Harmful Use

You agree not to introduce into or through the Site any information or material which may be harmful to others. You warrant that information or material that you provide to the Site electronically through your access to or use of the Site does not infringe the rights of any person or entity. Without limiting the generality of the foregoing, you shall not:

(a) upload, post, transmit, publish or distribute any material or information to the Site which contains a computer virus or other code, files or programs intended in any manner to disrupt or interfere with the functioning of the Site;

(b) use the Site in such a manner as to gain unauthorized entry or access to the computer systems, networks or information of others, or attempt to gain unauthorized entry or access to any password-protected or restricted areas of the Site or Digital Human Library computer or network systems;

(c) violate any law or regulation or any generally accepted Internet practice or interfere with any other Site user's ability to use the Site and any of the services or products provided on the Site;

(d) forge, alter or modify in any way any of the agreements, policies or other information posted or accessible within the Site;

(e) transmit any message, information, data, text, software or images, or other content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, or otherwise objectionable or that may invade another's right of privacy; or

(f) delete or revise any material posted by any other person or entity.

9. Termination of Site Use

Termination of Site use is at Digital Human Library's sole discretion, Digital Human Library may terminate or refuse to permit the use of the Site by any person, for any reason and without notice.



10. Applicable Law

This Site originates in Canada. The Site and this Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the province, without regard to conflict of law principles. Any claims, disputes or legal proceedings arising out of or in connection with the Site or the Agreement shall be brought solely in the courts of the Province of Ontario. By accessing or using the Site you expressly submit to the exclusive jurisdiction of those courts, without regard to the conflict of laws principles thereof, to determine any claim, action or proceeding arising out of or in connection with the Site and the Agreement. You and Digital Human Library require that this Agreement and all documents relating thereto be drawn-up in English. Nous avons demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

11. Survival

The provisions of this section and sections 2, 3, 4, 5, 6, and 10 of this Agreement shall survive the expiry or termination of this Agreement for any reason.

12. Cookies

This Site uses cookies to identify users, compile website usage statistics, and to provide customized services. Cookies are small text files stored on your computer to identify your browser. Our use of cookies does not enable others to access your personal information.

13. General

Except for any agreements between you and Digital Human Library that expressly reference this Agreement, this is the entire agreement between Digital Human Library and you regarding your use of the Site. Digital Human Library's failure to insist upon or enforce any provision of this Agreement shall not be considered a waiver of such provision or of the right to enforce such provision. If any part of this Agreement is determined to be void, invalid or unenforceable, the remaining parts will not be affected and will remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. The laws of the Province of Ontario and the applicable federal laws of Canada shall govern this Agreement and you agree to attorn to the exclusive jurisdiction of the Province of Ontario to determine any dispute arising out of your access to, or use of, this Site.



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14. Policies and Procedures

The provisions included in our general policies and procedures are governed by these terms of use.

If you have any questions or comments about this Agreement, please [contact us](#).