

## TERMS OF USE

Current revision: 2021-01-15

This Terms of Use agreement governs your access to, and use of the Prairie Legal Services websites which are owned, operated, and provided through third-party websites by Prairie Legal Services. By accessing the site, you agree to the terms and conditions set out below. Continued access to the site in the future constitutes continued acceptance of these terms.

### Definitions:

In this agreement “you” means the end user and “we”, “us”, and “our” refers to Prairie Legal Services and Carli J. Owens Law Corporation.

In this agreement “site” means the websites, services, applications, and features which are owned and operated by Prairie Legal Services and/or provided through third-party websites and hosting.

In this agreement “content” means without limitation, text, photographs, images, illustrations, sound, graphics, icons, videos, logos, computer code, and their stylistic arrangement.

### Consent and Acceptance:

**USE OF THIS SITE IS EQUIVALENT TO YOUR SIGNATURE AND ENTRANCE INTO A LEGALLY BINDING CONTRACT. IT IS YOUR RESPONSIBILITY TO READ AND UNDERSTAND ALL TERMS AND CONDITIONS BEFORE PROCEEDING. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS DO NOT USE THE SITE.**

Visiting this site constitutes consent and acceptance to receive electronic communications including through notes, email, or other means through the site. You agree that all notices, disclosures, and agreements provided electronically satisfy legal requirements that they are “in writing”.

### Modifications:

We reserve the right to modify this agreement at any time. We agree to update this document as modifications occur. It is your responsibility to review this agreement periodically and confirm you continue to agree to its terms or are relying upon the current version.

### Ownership:

All content on this site is protected by Canadian copyright laws, international conventions and other copyright laws. We are the sole owner of or have legally acquired by licence or entirety all

intellectual property contained within the site with the exception of some content that is published by third-parties. Reproduction, publication, modification, transmission, sale, distribution, transfer, display of the site, or content without express written consent whether in whole or part is strictly prohibited. Exception exists where for personal and individual (non-commercial) lawful use you print, download, or save portions of the website without modifying them in any way and ensuring that all identifying marks, notices, or disclaimers remain.

If you believe we have erred and any material infringes your copyright please contact us at [admin@prairielegal.ca](mailto:admin@prairielegal.ca).

#### Trademarks:

Certain logos, names, or phrases or groups of words may be trademarked by us or others. The Reproduction, publication, modification, transmission, sale, distribution, transfer, or display of these trademarks without express written consent whether in whole or part is strictly prohibited.

#### Restrictions on Use:

Use of this site must comply with all applicable laws, rules, and regulations.

The following actions are strictly prohibited:

1. Using the site in any manner that violates any municipal, provincial, territorial, state, national, or international law, rule, or regulation. For clarity this includes applicable privacy laws. Including constituting or encouraging criminal offences or taking any action that could give rise to civil liability.
2. Personation of anyone or any entity including representing yourself under false pretence.
3. Post, transmit, or otherwise attempt to infiltrate our site or mailing system with any virus, worm, trojan horse, spyware, malware, or any other computer code, file, or program that may, or is intended to, damage or hijack the operation of any hardware, software, server, or telecommunications equipment.
4. Interfere with or disrupt the site.
5. Conduct any data collection activities (including, without limitation, scraping, data mining, data extraction, and data harvesting) on or in relation to the Site.
6. Post or make available any unsolicited or unauthorized advertising including:
  - o 'junk mail'
  - o 'spam'
  - o 'chain letters'
  - o 'pyramid schemes'
  - o 'investment opportunities'
  - o any other form of solicitation
7. Make any post or transmit any message that is unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, pornographic, profane, sexually explicit, or indecent.

8. Use of this site by any children under the age of 13 with or without parental consent. The responsibility rests with parents of minor children to ensure they are not accessing this site.
9. Use of this website outside of Canada, except by an individual or entity seeking to obtain our services, within in Canada.

Any person or entity found to have violated these prohibited terms of service may be barred from the use of the site at our sole discretion and may be subject to civil or criminal proceedings.

#### Third-party liability:

This website contains links to other websites, businesses, or resources held by third-parties. You agree that Prairie Legal Services is not liable or responsible for these independently owned and operated entities. Prairie Legal Services has no responsibility whatsoever for any other websites. Use of website, embed content, or other third-party resources are conducted at your own risk.

#### Disclaimer regarding legal advice:

The use of the Prairie Legal Services site does not constitute any form of retainer or invoke solicitor-client privilege in any way. The information contained in this site is general, legal based, and for consideration only. Nothing posted to the site is in any way legal advice and should not be relied upon as such. It is your responsibility to seek competent legal counsel or professional legal services as required by your situation. Information obtained from you through the website is obtained solely by Prairie Legal Services so that we may provide you services, following a retainer, in writing, separate from this site. Nothing within the site constitutes such a retainer. Do not submit information through the website that may be protected by solicitor-client privilege as it may not be secure. In the event we require this information, only after having agreed to represent you in writing, we will provide you a secure means of transmitting it.

#### Confidentiality:

We are not responsible for the confidentiality of information you submit through this site given the nature of the internet. Given this you should not submit confidential information except where specifically asked in instances where we can ensure the security of this information. These situations will be clearly indicated by words or descriptions such as “secure form”. Prairie Legal Services assumes no liability for any confidential information transmitted to us through the site.

#### Jurisdiction of Law:

Prairie Legal Services and Carli J. Owens Law Corporation are Manitoba entities and conduct business exclusively in Manitoba. Therefore, this agreement is governed by the laws of Manitoba and Canada and represent a Manitoba contact. If a dispute of jurisdiction arises, your consent to the use of this site and acceptance of these terms agrees you to submit to exclusive jurisdiction of the Courts of Manitoba.

#### Waiver of Rights:

By using this site, and therefore agreeing to the terms of use you waive any right to a trial by jury, to commence, or participate in any class action against Prairie Legal Services and/or Carli J. Owens Law Corporation relating to this the use of the site. Further you agree to opt out of any class proceedings against our licensors or third parties.

#### Unforeseeable Circumstances:

We are not liable for acts beyond our control including acts of God, failure of third-party services, or computer viruses, or malicious software of any kind.

#### Severance:

If any one portion of this agreement is deemed to be unlawful, void, or unreasonably enforceable it is considered severed from the remainder of the agreement which remains in force and this severance will not be affected remaining terms.

#### General Disclaimer:

The use of this site is solely at your own risk on an “as is” basis. Prairie Legal Services disclaims any warranties or conditions and any liability for loss or damage.

If you have any questions about this agreement please contact us at [admin@prairielegal.ca](mailto:admin@prairielegal.ca).