

# Sponsor Circle Terms of Use

## ACCEPTANCE OF TERMS

These terms and conditions ("Terms of Use") apply when you access the Sponsor Circle web site (the "Site"), a website provided to you ("You") by Sponsor Circle ("Sponsor Circle"). Your use of the Site is governed by these Terms of Use. These Terms of Use include any updates by Sponsor Circle and any additional guidelines or rules posted on the Site, if any ("Updated Terms of Use"). You can review the most current version of the Updated Terms of Use at any time at <http://www.sponsorcircle.com>. Where Sponsor Circle has provided you with a translation of the English language version of the Terms of Use, then You agree that the translation is provided for Your convenience only and that the English language versions of the Terms of Use will govern your relationship with Sponsor Circle. If there is any contradiction between what the English language version of the Terms of Use states and what a translation states, then the English language version shall take precedence.

By using the Site, you agree to be bound by the Terms of Use. This is a legally binding agreement. Before proceeding to use our services, you should read the Terms of Use carefully. If you find yourself unable to agree to them, then you must not use the Site. If, however, you agree to them unconditionally you will be given the opportunity to click the "I accept" checkbox during the registration process, and you will then be able to use the Site to which these Terms of Use apply.

The Site and Services are controlled and operated by Sponsor Circle from its offices in Toronto, Canada, and Sponsor Circle makes no representations that information and offerings or the Services provided through the Site are appropriate or available for use outside Canada.

## COMPANY INFORMATION

The Site includes information about Sponsor Circle, its products and its services and allows you to use and/or purchase Sponsor Circle's products or services. Collectively, the provision of the information, the ability to use and purchase products and services and the search features on or through the Site are referred to in these Terms of Use as the "Services." Sponsor Circle may alter, augment or terminate the Site or Services in whole or in part at any time and from time to time at its sole discretion. Sponsor Circle reserves the right to modify, deny or suspend your access to the Site or Services at any time without notice to you. Sponsor Circle shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site or Services. Sponsor Circle reserves the right to refuse to offer the Services to anyone at any time without notice.

## REGISTRATION REQUIREMENTS

To use the Site, You must provide a valid email address, a password, create a Sponsor Circle id, and agree to be bound by the terms applicable to the use of this Site. You agree that you will be responsible for maintaining your password as confidential and for any activity that occurs as a result of your enabling or permitting another person or entity to use your password. You agree to immediately notify Sponsor Circle by one of the methods listed below in the event that (i) your password is lost or stolen, or (ii) you become aware of any unauthorized use of your password or of any other breach of security that might affect the Services. Sponsor Circle is not responsible for any loss or damage arising from your failure to comply with the provisions of this section.

## SERVICES OFFERED

The information and descriptions of the Services provided are intended as general information and are not necessarily complete descriptions of all terms, exclusions and conditions applicable

to the products and services offered by Sponsor Circle. You assume total responsibility and risk for your use of the information provided on the Site. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all information provided on the Site.

All products and services described herein are provided subject to applicable tariffs and any accompanying terms and conditions, which may be obtained from Sponsor Circle. If you purchase any products or services from Sponsor Circle, you understand that such purchase is subject to Sponsor Circle's standard terms and conditions of sale.

#### **DISCLAIMER OF WARRANTIES**

ALL PRODUCTS OR SERVICES OFFERED BY SPONSOR CIRCLE ARE PROVIDED SUBJECT TO SPONSOR CIRCLE'S STANDARD TERMS AND CONDITIONS OF SALE. UNLESS OTHERWISE SPECIFIED IN WRITING BY SPONSOR CIRCLE, SPONSOR CIRCLE OFFERS NO WARRANTIES WITH RESPECT TO THE PRODUCTS OR SERVICES OFFERED OR OBTAINED THROUGH YOUR USE OF THE SITE. INFORMATION PROVIDED ON THE SITE MAY NOT BE APPROPRIATE OR SATISFACTORY FOR YOUR USE, AND YOU SHOULD VERIFY ALL INFORMATION BEFORE RELYING ON IT. ANY DECISIONS MADE BASED ON INFORMATION CONTAINED ON THE SITE ARE YOUR SOLE RESPONSIBILITY.

THE USE OF THE SITE AND SERVICES IS SOLELY AT YOUR OWN RISK. UNLESS OTHERWISE SPECIFIED IN WRITING BY SPONSOR CIRCLE, THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SPONSOR CIRCLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SITE AND SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. SPONSOR CIRCLE MAKES NO WARRANTY THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS, OR WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, ACCURATE, COMPLETE OR ERROR-FREE OR THAT THE RESULTS THAT MAY BE OBTAINED BY USE OF THE SITE OR SERVICES WILL BE ACCURATE OR RELIABLE. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT IN OR DISSATISFACTION WITH THE SITE OR SERVICES IS TO CEASE TO USE THE SITE OR SERVICES. YOU MAY HAVE OTHER RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

#### **EXCLUSIONS AND LIMITATION OF LIABILITY SECURITY MEASURES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SPONSOR CIRCLE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA LOSS, OR OTHER LOSSES (EVEN IF SPONSOR CIRCLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR INABILITY TO USE THE SITE OR SERVICES, (ii) THE COST OF PROCUREMENT OF ANY SUBSTITUTE PRODUCTS AND/OR SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES OBTAINED OR WHICH YOU WERE UNABLE TO OBTAIN OR TRANSACTIONS EFFECTED OR FAILED TO BE EFFECTED, (iii) ANY LINK PROVIDED IN CONNECTION WITH THE SERVICES, (iv) YOUR RELIANCE ON ANY OF THE SERVICES; (v) THE INTERRUPTION, SUSPENSION, TERMINATION OF ANY SERVICES HEREUNDER, OR (vi) ANY MATTER OTHERWISE RELATED TO YOUR USE OF THE SITE OR SERVICES. IN NO EVENT SHALL SPONSOR CIRCLE'S LIABILITY TO YOU RELATING TO YOUR USE OF THE SITE AND/OR SERVICES EXCEED \$100.

## **CONDUCT ON THE SITE**

You agree to not use the Site to:

Upload, post, e-mail or otherwise transmit any content (i) that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (ii) that you do not have a right to transmit under any law or under contractual or fiduciary relationships; (iii) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; (iv) that includes any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of unsolicited marketing; or (v) that contains software viruses or similar harmful components or routines;

Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity, or forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site;

Access (or attempt to access) any of the Services by any means other than through the interface that is provided by Sponsor Circle, unless you have been specifically allowed to do so in a separate agreement with Sponsor Circle;

Access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services;

Interfere with or disrupt the Site, the hardware, software or networks connected to the Site, or any other users of the Site;

Violate, intentionally or otherwise, any applicable local, state, national or international law or regulation;

Use, duplicate, or copy the Site for or offer any information on the Site to any third party or use or exploit any portion of the Site to provide any commercial services to third parties; or

Reproduce, duplicate, copy, sell, trade or resell the Services for any purpose; and,

Reference any e-mail accounts provided as part of the Site in any e-mail or online posting which violates these Terms of Use.

## **USE BY CHILDREN**

Sponsor Circle does not solicit the use of the Site by minors. However, Sponsor Circle cannot prevent such use and cannot prevent minors from visiting the Site. Parents, guardians and those responsible for supervising minors are solely responsible for determining what materials are suitable for such children to view.

Sponsor Circle requires that use of this Site be made either by: (a) individuals 18 years old or older; or (b) individuals under 18 years of age under the direct supervision of a parent, guardian or other responsible individual with such parent, guardian or other responsible individual's verifiable permission for such use, including the collection by Sponsor Circle of certain information in accordance with the Terms of Use.

EACH TIME YOU USE THE SITE, YOU ARE REPRESENTING THAT YOU ARE EITHER: (A) 18 YEARS OF AGE OR OLDER; OR (B) A MINOR WHO IS USING THIS SITE UNDER THE SUPERVISION, AND WITH THE VERIFIABLE PERMISSION OF, A PARENT, GUARDIAN OR OTHER RESPONSIBLE INDIVIDUAL FOR SUCH USE AND FOR THE COLLECTION OF

CERTAIN INFORMATION IN ACCORDANCE WITH THESE TERMS OF USE.

## **INTELLECTUAL PROPERTY INFORMATION**

### **COPYRIGHT INFORMATION**

All content included on the Site, including, without limitation, all text, graphics, logos, button icons, images, audio clips, and software ("Content") and the compilation of the Content intended to provide the Services, is the property of Sponsor Circle or its suppliers and protected by U.S. and international copyright laws. Any reproduction, modification, distribution, transmission, republication, display, or performance, of the Content on the Site is strictly prohibited. Sponsor Circle reserves all other rights.

You understand that all third party information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated ("Third Party Content"). Such Third Party Content may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide such Third Party Content to Sponsor Circle (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Third Party Content (either in whole or in part) unless permitted to do so in writing as evidenced by a fully executed agreement.

Sponsor Circle reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Third Party Content from the Services. Sponsor Circle may also provide tools to filter out explicit sexual content and You acknowledge there are commercially available services and software to limit access to material that You may find objectionable. You understand that by using the Services you may be exposed to Third Party Content that you may find offensive, indecent or objectionable and that, in this respect, You use the Services at Your own risk.

You agree that you are solely responsible for (and that Sponsor Circle has no responsibility to you or to any third party for) any content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Sponsor Circle may suffer) by doing so.

Sponsor Circle does not endorse, warrant, guarantee or otherwise certify any Third Party Content in any application or usage.

You will not use any of Sponsor Circle's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features for any purpose. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

### **LINKS**

The Services may include links to other World Wide Web sites ("Linked Sites"). You acknowledge and agree that such links are provided for your convenience and do not reflect any endorsement by Sponsor Circle with respect to the providers of the Linked Sites or the quality, reliability or any other characteristic or feature of the Linked Sites and Sponsor Circle is not responsible in any manner (including without limitation with respect to any loss or injury you suffer) for any matter associated with the Linked Sites, including without limitation, the content provided on or through the Linked Sites or your reliance thereon. **SPONSOR CIRCLE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY LINKED SITES: YOUR USE OF ANY LINKED SITES IS SOLELY AT YOUR OWN RISK.** In addition, you should be aware that your use of the

Linked Sites is subject to the terms and conditions applicable to that site.

## **INDEMNITY**

You agree to hold harmless and indemnify Sponsor Circle and its affiliates, and each of its officers, directors, and employees from and against any and all third party claims, demands, proceedings and any losses, liabilities, damages, costs, payments and expenses, including reasonable attorneys' fees, costs and expenses arising out of, directly or indirectly, your use of the Site or Services including, without limitation (a) any Content thereon, and (b) any use of the Site or Services that violates the Terms of Use.

### **Payment, Refunds, Upgrading and Downgrading Terms**

A valid credit card or PayPal account is required for Sponsor Circle Pro accounts. Sponsor Circle Free accounts do not require a credit card. Your credit card information is never stored on our site. When you provide credit card information to Sponsor Circle (or its designated licensees or subcontractors), you represent and warrant to Sponsor Circle that you are the authorized user of the credit card that is used to pay subscription charges or other fees. Each month or year, as applicable, that you have a Sponsor Circle Account, you agree and reaffirm that Sponsor Circle is authorized to charge your credit card for the account fee. You agree to promptly notify Sponsor Circle of any changes to your credit card account number, its expiration date or your billing address, as applicable, and you agree to promptly notify Sponsor Circle if your credit card expires or is canceled for any reason. As the Account holder, you are responsible for all charges incurred, including applicable taxes, and all purchases made by you or anyone that uses your Account, including your family or friends.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only Canada taxes. If your credit card reaches its expiration date, your continued use of the Sponsor Circle constitutes your authorization for us to continue billing that credit card and you remain responsible for any uncollected amounts. It is your responsibility to keep your contact information and payment information current and updated.

Sponsor Circle reserves the right to change our fees or billing methods at any time and Sponsor Circle will provide notice of any such change via e-mail to you and/or by posting such changes on the site at least thirty (30) days in advance. Your continued use of the Sponsor Circle service thirty (30) days after notice shall mean that you accept such changes. If any change is unacceptable to you, you may cancel your Account at any time, but Sponsor Circle will not refund any fees that may have accrued to your Account before cancellation of your Account, and we will not prorate fees for any subscription.

If your use of Sponsor Circle services is subject to use or sales tax, then Sponsor Circle may also charge you for any such taxes, in addition to the subscription or other applicable fees. Unless otherwise indicated, all prices are in U.S. dollars and do not include Internet service provider, telecommunications (such as mobile device data transfer), or other connection charges.

### **Cancelling Your Account**

Your Sponsor Circle Pro Account will continue in effect unless and until you cancel your Sponsor Circle Account or we terminate it. You must cancel your Sponsor Circle Pro Account before it renews each month or year, as applicable, in order to avoid billing of the next month's or year's, as applicable, fees to your credit card. You may cancel your Sponsor Circle Pro Account at any time, and cancellation will be effective immediately. If you wish to cancel your Sponsor Circle Pro Account you may do so via the Account Info link on MySponsor Circle page. Should you elect to cancel your Sponsor Circle Pro Account, please note that you will not be issued a refund for the most recently (or any previously) charged fees.

Downgrading or canceling your Sponsor Circle service may cause the loss of content, features, or

capacity of your Account. Sponsor Circle does not accept any liability for such loss.

By signing up for a Sponsor Circle Pro Account and providing Sponsor Circle with your payment account information, you hereby agree to these payment terms and conditions, and represent that you are 18 years of age or older.

## **JURISDICTION AND VENUE**

You and Sponsor Circle agree that this Agreement and the relationship between you and Sponsor Circle will be governed by the laws of the Ontario, Canada.

## **GENERAL PRACTICES REGARDING STORAGE**

You understand and agree that Sponsor Circle shall have no liability for the deletion or failure to store any information, content or data transmitted using the Site. You agree that Sponsor Circle may gather system data, which may include data regarding memory usage, navigation, screen resolution, color palettes, connection speed, efficiency and the like.

## **Privacy Policy**

Thank you for visiting Sponsor Circle Inc.'s ("Sponsor Circle") Internet web site ("Site") located at the URL [www.SponsorCircle.com](http://www.SponsorCircle.com). This Privacy Policy details certain policies implemented throughout Sponsor Circle governing Sponsor Circle's use of personally identifiable information provided to Sponsor Circle via this Site, through customers' voluntary reporting of information around product and/or system errors ("Error Reports") or through customers' voluntary reporting of the installation of the Sponsor Circle software.

## **Privacy Policy Updates**

Due to the Internet's rapidly evolving nature, Sponsor Circle may need to update this Privacy Policy from time to time. If so, Sponsor Circle will post its updated Privacy Policy so you are always aware of what personally identifiable information we may collect and how we may use this information. Sponsor Circle encourages you to review this Privacy Policy regularly for any changes. Your continued use of this Site and/or continued transmission of Error Reports to Sponsor Circle will be subject to the then-current Privacy Policy.

## **Information Collection and Use**

You can generally visit our Site without revealing any personally identifiable information about yourself. However, in certain sections of this Site, to use certain services, we may require you to register for an account, or we may invite you to submit questions or comments or request information, participate in surveys, questionnaires or contests, download trials or demonstrations, subscribe to newsletters or email alerts or participate in community forums. Due to the nature of some of these activities, we may ask that you complete and submit an online form with personally identifiable information such as your name, username, email address, job title, address and phone number. We may use your personally identifiable information to deliver certain services, products or information you have requested, verify your authority to enter certain password protected areas of the Site, send you notices for products and/or services that you have used or that may be of interest to you (if you have opted in to receive such notices) and improve the content and general administration of the Site. If you are a registered user and post to any of the Sites community forums, other registered users of this Site may view your username and may send you emails.

If you choose to transmit an Error Report to Sponsor Circle, we may collect personally identifiable information that is included in the information that you elect to include in the Error Report that you

provide to us. We will use the personally identifiable information included in such Error Reports only to troubleshoot problems and errors and to prevent similar errors. Except as stated in this Privacy Policy, we will not further use or nor will we disclose any personally identifiable information included in these Error Reports.

When you install any Sponsor Circle software, you will have the option to notify Sponsor Circle of your installation. If you choose to notify Sponsor Circle of your installation, we may collect personally identifiable information that is transmitted with your notification such as your email address, your domain and the version that you have installed. We will use the personally identifiable information included with such notifications to improve the quality of Sponsor Circle software and to manage and provide you with support and for marketing analysis. We may also use this information to send you marketing messages about products and services that might be of interest to you.

### **Aggregate Information**

The Site may track the total number of visitors to our Site, the number of visitors to each page of our Site, IP addresses, External Web Sites (defined below) linked to, and we may analyze this data for trends and statistics in the aggregate, but such information will be maintained, used and disclosed in aggregate form only and it will not contain personally identifiable information. We may use such aggregate information to analyze trends, administer the Site, track users' movement, and gather broad demographic information for aggregate use. We may share this aggregate information with third parties to assist them in targeting advertisements to appropriate audiences.

### **Disclosure**

We may provide your personally identifiable information that we collect and the data generated by cookies to the vendors and service agencies that we may engage to assist us. For example, we may provide your personally identifiable information to an organization in order to complete a service (e.g., process your payment) or diagnose an error. Such third party entities will be obligated to a written confidentiality agreement that is at least as protective of your personally identifiable information as the terms of this Privacy Policy and they will not be permitted to further distribute your personally identifiable information. We will also disclose your personally identifiable information if we reasonably believe we are required to do so by law, regulation or other government authority. We will not sell your personally identifiable information to any other company or organization except we may transfer your personally identifiable information to a successor entity upon a merger, consolidation or other corporate reorganization in which Sponsor Circle participates or to a purchaser of all or substantially all of Sponsor Circle's assets to which this Site relates.

### **Links to Third Party Sites**

The Site may provide links to other Web sites or resources over which Sponsor Circle does not have control ("External Web Sites"). Such links do not constitute an endorsement by Sponsor Circle of those External Web Sites. You acknowledge that Sponsor Circle is providing these links to you only as a convenience, and further agree that Sponsor Circle is not responsible for the content of such External Web Sites. Your use of External Web Sites is subject to the terms of use and privacy policies located on the linked to External Web Sites.

### **Data Integrity**

We process your personally identifiable information in ways compatible with the purpose for which it was collected or subsequently authorized by you, the individual. To the extent necessary

for such purposes, we take reasonable steps to make sure that your personally identifiable information is accurate, complete, current and otherwise reliable with regard to its intended use.

## **Security**

We may employ procedural and technological measures, consistent with industry practice. Such measures are reasonably designed to help protect your personally identifiable information from loss, unauthorized access, disclosure, alteration or destruction. Sponsor Circle may use encryption, secure socket layer, firewalls, internal restrictions, password protection and other security measures to help prevent unauthorized access to your personally identifiable information.

## **Correction/Updating Personally Identifiable Information**

Sponsor Circle provides you with the ability to review, correct and delete any of the personally identifiable information that you have provided to us. If you wish to review or correct any information you have provided to us, you may contact us by email at: [info@sponsorcircle.com](mailto:info@sponsorcircle.com). We may limit or deny access to your personally identifiable information where providing such access would be unreasonably burdensome or expensive in the circumstances, or as otherwise permitted by applicable laws or regulations.

We may use your information to send informational and marketing pieces to you via all methods of contact. Such pieces will be addressed from us. You may remove yourself from our mailing lists by visiting your profile page or by calling 1-416-516-5409. Please specify which methods that you would rather not be contacted via and which pieces, if not all, that you wish to stop receiving. Discontinuing the receiving of marketing pieces from us will require the unregistration of any associated user accounts on Sponsorship.com Specific services offered through Sponsorship.com may have alternative methods, which augment the above method, for the removal of information provided by you or for removal from subscription services. Such additional methods will be clearly stated during the use of those services.

If you have any questions regarding this Privacy Policy please contact us via email at: [info@sponsorcircle.com](mailto:info@sponsorcircle.com).

*This Privacy Policy is effective as of: November 24, 2013*