



SPEECH PARTY
Terms and conditions of use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR WEBSITE OR THE SERVICES.

1. Introduction

- 1.1 These terms and conditions govern your use and our provision of Speech Party's Services (as defined below). They apply to all visitors, registered users and others who access our website and/or use the Services.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 If you register with our website, submit any information to our website or use any of the Services, we will ask you to expressly agree to these terms and conditions.
- 1.4 You must be at least 18 years of age or at least 14 years old and authorized to access the website by a parent or legal guardian to use our website. By using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age or at least 14 years old and authorized to access the website by a parent or legal guardian.
- 1.5 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy policy.
- 1.6 Additional terms and conditions may be attached to the use of some specific Services accessible through the website. These additional terms and conditions will be disclosed to you when that particular Service is accessed. Such additional terms and conditions are in addition to these terms and conditions and, in the event of a conflict, prevail over these terms and conditions.

2. Description of Services (the "Services")

- 2.1 The website is an online community which provides speech language practice information, tools and other resources to online visitors and registered users. Users may also participate in promotions, contests and surveys and access and/or purchase the Services on the website.
- 2.2 The Services include, but are not limited to, any service and/or content Speech Party makes available or performs for you, as well as the offering of any materials displayed, transmitted or performed on the website or through the Services. Content ("Content") includes, but is not limited to text, user comments, messages,

information, data, graphics, news articles, photographs, videos, images, illustrations and software.

- 2.3 The Services are constantly evolving and will change over time without notice to you.
- 2.4 You agree to only use the Services in non-therapy and non-clinical situations. The Services are provided solely for informational / educational / supportive purposes only. YOU WILL NOT SEEK ANY DIAGNOSIS, PROGNOSIS, TREATMENT, OR SPEECH-LANGUAGE PATHOLOGY ADVICE OF ANY KIND FROM THE WEBSITE OR THE SPEECH-LANGUAGE PATHOLOGIST PROVIDING THE SERVICES. YOU UNDERSTAND THAT THE SERVICES DO NOT CONSTITUTE, WILL NOT INCLUDE, AND MAY NOT BE INTERPRETED AS SPEECH-LANGUAGE PATHOLOGY ADVICE. YOU WILL NOT MAKE SPEECH-LANGUAGE PATHOLOGY DECISIONS BASED ON ANY PART OF THE SERVICES OR OUR COMMUNICATION WITH YOU. THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OR REPRESENTATION; AND THAT YOU FULLY UNDERSTAND AND ACKNOWLEDGE THAT THE SPEECH-LANGUAGE PATHOLOGIST PROVIDING THE SERVICES IS CERTIFIED TO PROVIDE SPEECH-LANGUAGE PATHOLOGY SERVICES, BUT IS NOT A REGISTERED SPEECH-LANGUAGE PATHOLOGIST IN EVERY PROVINCE, STATE AND COUNTRY.
- 2.5 SPEECH PARTY DOES NOT OFFER SPEECH-LANGUAGE PATHOLOGY ADVICE, DIAGNOSIS, TREATMENT, AND DOES NOT OTHERWISE ENGAGE IN THE PRACTICE OF SPEECH-LANGUAGE PATHOLOGY. THE WEBSITE AND SERVICES ARE NOT INTENDED TO BE AND DO NOT CONSTITUTE A SUBSTITUTE FOR PROFESSIONAL SPEECH-LANGUAGE PATHOLOGY ADVICE, DIAGNOSIS, OR TREATMENT AND ARE OFFERED FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY. ALWAYS SEEK THE ADVICE OF ANOTHER SPEECH-LANGUAGE PATHOLOGIST IN YOUR LOCAL AREA WHO KNOWS YOUR CHILD IN QUESTION WITH ANY QUESTIONS REGARDING YOUR CHILD'S SPEECH-LANGUAGE DIAGNOSIS, TREATMENT OR PROGNOSIS. NEVER DISREGARD PROFESSIONAL SPEECH-LANGUAGE PATHOLOGY ADVICE OR DELAY SEEKING IT BECAUSE OF SOMETHING YOU LEARNED IN CONNECTION WITH OUR WEBSITE OR SERVICES. NONE OF THE INFORMATION YOU RECEIVE WHILE ACCESSING THE WEBSITE AND/OR USING THE SERVICES IS A RECOMMENDATION THAT ANY PARTICULAR SPEECH-LANGUAGE TREATMENT IS SUITABLE, APPROPRIATE, AND/OR EFFECTIVE FOR YOUR CHILD IN QUESTION.
- 2.6 Your access to and use of the website may be interrupted from time to time as a result of equipment malfunction, updating, maintenance or repair of the website or any other reason within or outside the control of Speech Party. Speech Party reserves the right to suspend or discontinue the availability of the website and/or any Services and/or remove any Content at any time at its sole discretion and without prior notice. Speech Party may also impose limits on certain features and Services or restrict your access to parts of or all of the website and the Services without notice or liability. The website should not be used or relied upon for storage of your User Generated Content and you are directed to retain your own copies of all content posted on the website.
- 2.7 When you access the website or the Services through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply. Downloading, installing or using the website or Services may be prohibited or

restricted by your network provider and not all parts of the website or Services may work with your network provider or device.

2.8 The only language in which we provide the Services is English.

2.9 **The following general rules apply to a competition entered into on the website:**

- (a) Your competition entry is User Generated Content and subject to all provisions of these terms that govern User Generated Content;
- (b) We may disqualify entries that are late, misdirected, incomplete, corrupted, lost, illegible or invalid or where appropriate parental authorization was not provided;
- (c) Competition entries are limited to one per person and entries via agents or third parties or the use of multiple identities are not permitted;
- (d) Use of automated entries, votes or other programs is prohibited and all such entries (or votes) will be disqualified;
- (e) We reserve the right to modify, suspend, cancel or terminate a competition or extend or resume the entry period or disqualify any participant or entry at any time without giving advance notice. We will do so if it cannot be guaranteed the competition can be carried out fairly or correctly for technical, legal or other reasons, or if we suspect that any person has manipulated entries or results, provided false information, or acted unethically. If we cancel or terminate a competition, prizes may be awarded in any manner we deem fair and appropriate consistent with local laws governing the competition;
- (f) No purchase is necessary to enter a competition and a purchase will not improve your chances of winning;
- (g) Competitions are not open to our employees or contractors (or their immediate families) or anyone else professionally associated with the competition;
- (h) If you enter a competition you warrant and represent to us that you are at least 18 years of age or at least 14 years old and authorized to access the website by a parent or legal guardian;
- (i) Competitions are void where prohibited or restricted by law;
- (j) No cash or alternative prizes are available, except that we (or the party providing a prize) reserve the right to substitute a similar prize of equal or greater value;
- (k) Prizes cannot be transferred (except to a child or other family member);
- (l) Only the number of prizes stated for the competition is available to be won and all prizes will be awarded provided a sufficient number of eligible entries are received and prizes are validly claimed by the date provided in connection

with the competition, after which no alternate winners will be selected or unclaimed prizes awarded;

- (m) Unless otherwise disclosed in the prize description prior to entry, winners are responsible for all costs and expenses associated with claiming a prize. All taxes are solely the responsibility of each winner, although we reserve the right to withhold applicable taxes, and each winner agrees to complete any required tax forms;
- (n) Your acceptance of a prize constitutes agreement to participate in reasonable publicity related to the competition, and grants us an unconditional right to us to use your name, town or city and state, province or country, likeness, prize information and statements by you about the competition for publicity, advertising and promotional purposes and to comply with applicable law and regulations, all without additional permission or compensation; and
- (o) As a condition of receiving a prize, winners (or their parents or guardians) may be required to sign and return an affidavit of eligibility, liability release and publicity release.

3. Intellectual Property Rights

3.1 Copyright © 2014 Speech Party and Keri's Family Centered Speech & Language Services Inc.

3.2 Subject to the express provisions of these terms and conditions:

- (a) we, together with our licensors (if any), own and control all the copyright and other intellectual property rights in our website and the material on our website;
- (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved; and
- (c) we, together with our licensors (if any), own and control all the copyright and other intellectual property rights to the Services.

3.3 Notifications of claimed copyright infringement and counter notices must be sent to us at the address provided in Section 23 of these terms and conditions.

4. Licence to use website

4.1 You may:

- (a) view pages from our website in a web browser;
- (b) download pages from our website for caching in a web browser;
- (c) print pages from our website;
- (d) stream audio and video files from our website; and
- (e) use the Services by means of a web browser,

subject to the other provisions of these terms and conditions.

- 4.2 You may only use our website and the Services for your own personal purposes. You must not use our website or the Services for any other purposes.
- 4.3 Except as expressly permitted by Section 4.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.
- 4.4 You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website. You must not edit or otherwise modify or attempt to edit or otherwise modify any material on our website.
- 4.5 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion.
- 4.6 This licence is non-transferable. All rights to use our website and our Services not expressly granted herein are hereby reserved.
- 4.7 This licence is non-transferable. All rights in the Downloads not expressly granted herein are hereby reserved.

5. Acceptable Use of our Website and Services

- 5.1 You must not:
 - (a) republish material from our website (including republication on another website);
 - (b) sell, rent or sub-license material from our website;
 - (c) show any material from our website in public;
 - (d) exploit material from our website for a commercial purpose;
 - (e) redistribute material from our website;
 - (f) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
 - (g) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - (h) use website in a manner prohibited by these terms and conditions;
 - (i) advertise or offer to sell products or services (whether or not for profit), or that solicit others (including solicitations for contributions or donations);
 - (j) knowingly or recklessly introduce a virus or other harmful component, or otherwise tamper with, impair or damage our website or Services, or interfere with any person or entity's use or enjoyment of our website or Services;
 - (k) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

- (l) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (m) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing);
- (n) violate any applicable laws or regulations;
- (o) upload information that contains material protected by intellectual property laws;
- (p) falsify or delete author attributions, legal or other proper notices or proprietary designations indicating the origin or source of information that is uploaded or downloaded from Speech Party's website;
- (q) send, publish, post, upload, distribute or disseminate any inappropriate, threatening, abusive, profane, defamatory, infringing, obscene, indecent, or otherwise objectionable materials, or any materials which encourage conduct that would constitute a criminal offense, give rise to civil liability or violate any law, or contain any advertising or any solicitation with respect to products or services;
- (r) harass, abuse, threaten or otherwise violate any legal rights of others;
- (s) attack, ridicule, denounce, impugn an person's character, or impute immoral or dishonorable attributes to members on the basis of race or ethnicity, gender, age, religion, national origin, professionalism, education, disability, or sexual orientation;
- (t) upload viruses, corrupted files or any other software or information that may damage the operation of another's computer or network;
- (u) use the website to forward chain letters;
- (v) violate any of our policies, guidelines or other codes of conduct which are applicable to our website or the Services;
- (w) reproduce, re-transmit or re-present in any form, in whole or in part, any Content, programming code, images or graphics;
- (x) frame, squeeze back, overlay or employ other techniques to enclose or display our website, or any trademark, logo, Content or other proprietary information (including images, text, page layout, or form) included on our website, with any other software or content of a third party;
- (y) use data collected from our website to contact individuals, companies or other persons or entities;
- (z) use any meta tags or any other "hidden text" utilizing the names or trademarks of Speech Party;

- (aa) access, monitor or copy any content or information of this website using any "robot", "spider", "deep link", "scraper" or other automated means, methodology, algorithm or device or any manual process for any purpose;
- (bb) circumvent or disable any content protection system or digital rights management technology used with our website or Services;
- (cc) decompile, reverse engineer, disassemble or otherwise reduce our website or Services to a human-readable form;
- (dd) remove identification, copyright or other proprietary notices;
- (ee) access or use our website or Services in an unlawful or unauthorized manner or in a manner that suggests an association with our products or services;
- (ff) access or use our website or Services product in violation of Canadian export control and economic sanctions requirements;
- (gg) use any other person's account to access the Members Only Site, unless you have that person's express permission to do so;
- (hh) permit anyone other than yourself to use your Member Information to access any portions of the Members Only Site;
- (ii) forward any portions of the Members Only Site to anyone who is not a member of Speech Party;
- (jj) use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene;
- (kk) publish, sell, license, sub-license, rent, lease or commercially distribute any purchase or downloaded Service;
- (ll) use any Service in any way that is unlawful or in breach of any person's legal rights under any applicable law, or in any way that is offensive, indecent, discriminatory or otherwise objectionable; or
- (mm) use any Service to compete with us, whether directly or indirectly.

5.2 Notwithstanding Section 5.1, you may redistribute our newsletter in print and electronic form to any person.

5.3 We reserve the right at all times, in its sole discretion, to refuse to post, delete, move, edit or to remove any information or materials from our website, including without limitation any information or materials posted through use of Speech Party's web services, regardless of whether such material does or does not violate this agreement or any of Speech Party's policies, guidelines, or other codes of conduct which are applicable to Speech Party's Website or, in particular, to one of Speech Party's Web Services.

5.4 If you have authorized a minor to use the website, you are responsible for the online conduct of such minor, and the consequences of any misuse of the website by the minor.

6. Members Only Site and Private Facebook Group

- 6.1 The "Members Only" portion of our website (the "Members Only Site") will be accessible only to registered dues-paying visitors of the website ("Members") who are at least 18 years of age or at least 14 years old and authorized to access the website by a parent or legal guardian.
- 6.2 The Private Facebook Group permits Members to communicate with other Speech Party Members on Facebook. You agree to use the Private Facebook Group only to post, send and receive messages and materials that are appropriate and related to the purposes of Speech Party.
- 6.3 These terms and conditions also govern the use of our Members Only Site and Private Facebook Group.
- 6.4 To use the Members Only Site you will be invited to create your own account by providing a username, password, other registration information (collectively the "Member Information"), **and click on the verification link in the email that Speech Party will send to you.** All Member Information uploaded to our website must be current, accurate and complete.
- 6.5 You must keep your Member Information confidential and are solely responsible for all activities resulting from the use of your Member Information and conducted through your Speech Party account.
- 6.6 You must notify us in writing immediately if you become aware of any disclosure of your Member Information or unauthorised use of your account.
- 6.7 If you do not qualify for registration you will not be permitted to open an account or use the Services.
- 6.8 We may suspend, cancel or edit your account at any time in our sole discretion without notice or explanation. Notwithstanding the generality of the foregoing, if we at any time discover any error or omission in the Member Information you provide, we may in our sole discretion terminate your right to access and use of the Members Only Site.

7. Order and Payment Processes

- 7.1 The advertising of the Services on the website constitutes an "invitation to treat"; and your order for any Services constitutes a contractual offer. An agreement of purchase and sale will not come into force between you and us unless and until we accept your order in accordance with the procedure detailed below.
- 7.2 You will have the opportunity to review and confirm your order, including delivery address (if applicable), payment method and product details.
- 7.3 Prices for the Services are quoted on our website. It is possible that some of the prices on the website may be incorrect. We will verify prices as part of our sale procedures so that a Service's correct price will be stated when you pay for the Service. The prices exclude goods and services tax (where applicable). Prices for Services are liable to change at any time.

- 7.4 We reserve the right to refuse or cancel any order prior to delivery. Some situations that may result in your order being cancelled include system or typographical errors, inaccuracies in product or pricing information or product availability, fairness among customers where supplies are limited, or problems identified by our credit or fraud departments.
- 7.5 We also may require additional verification or information before accepting an order. We will contact you if any portion of your order is cancelled or if additional information is required to accept your order. If your order is cancelled after we have processed your payment but prior to delivery, we will refund your payment.
- 7.6 We will send you an email confirming your order.**
- 7.7 When you provide payment information, you represent and warrant that the information is accurate, that you are authorized to use the payment method provided, and that you will notify us of changes to the payment information. We reserve the right to utilize third party credit card updating services to obtain current expiration dates on credit cards. If you use a payment method other than a credit card, you may incur an additional payment processing fee and may not be able to automatically renew subscriptions.
- 7.8 You warrant that you have or have access to the necessary computer systems, software and network connections to receive and enjoy the benefit of the Services that you purchase.
- 7.9 Subject to your payment of the applicable price and compliance with the terms hereof, we grant to you a worldwide non-exclusive licence to use any purchased Service. You must retain, and must not delete, obscure or remove, all copyright notices and other proprietary notices placed by us on or in any purchased Service. If you breach any of these terms, then the licence set out in this Section will be automatically terminated upon such breach (whether or not we notify you of termination). Upon the termination of the licence set out in this Section, you will promptly and irrevocably delete from your computer systems and other electronic devices all copies of the purchased Services in your possession or control.
- 7.10 When you subscribe to the Members Only Site, you have the right to withdraw from your contract within seven (7) days after your receipt and acceptance of these terms and you will receive a full refund of the subscription fee paid, but will still be obligated to pay other charges incurred.
- 7.11 Notices of withdrawal or cancellation must be in writing and delivered to the address provided herein.
- 7.12 You have the right to return any tangible goods purchased from our website within thirty (30) days of the date of your receipt of the goods. This right does not apply to digital content or products stated by us to be non-returnable.
- 7.13 We may change our prices and the Services we offer. If you are a Member, we will provide you with reasonable notice of changes to the fees or billing methods in advance of their effective date and you will be able to cancel your subscription prior to such change.

7.14 When you place your order, we estimate the tax and include that estimate in the total for your convenience. The actual tax amount that will be applied to your order and charged to your payment method is based on calculations on the date of shipment, regardless of when the order was placed.

8. User Generated Content

8.1 We may allow you to communicate, submit, upload or otherwise make available text, images, audio, video, competition entries or other content ("User Generated Content"), which may be accessible and viewable by the public. Access to these features will be subject to age restrictions.

8.2 We do not claim ownership to your User Generated Content; however, you grant us a nonexclusive, sub-licensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, adapt, translate, create derivative works based upon, publicly perform, make available and otherwise exploit such User Generated Content, in whole or in part, in all media formats and channels now known or hereafter devised (including in connection with Speech Party and on third-party sites and platforms such as Facebook, Pinterest, YouTube and Twitter), in any number of copies and without limit as to time, manner and frequency of use, without further notice to you, with or without attribution, and without the requirement of permission from or payment to you or any other person or entity.

8.3 You grant to us the right to sub-license the rights licensed under Section 8.2.

8.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 10.2.

8.5 You hereby waive all your moral rights in your User Generated Content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your User Generated Content have been waived to the maximum extent permitted by applicable law.

8.6 Anything you submit to us – whether or not solicited by us – you agree that creative ideas, suggestions or other materials you submit are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way, and that you have no expectation of review, compensation or consideration of any type.

8.7 You may edit your User Generated Content to the extent permitted using the editing functionality made available on our website.

8.8 Your User Generated Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

8.9 Your User Generated Content, and the use of your User Generated Content by us in accordance with these terms and conditions, must not:

(a) be libelous or maliciously false;

- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) infringe any right of confidence, right of privacy or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime[, instructions for the commission of a crime or the promotion of criminal activity;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;
- (l) depict violence, in an explicit, graphic or gratuitous manner;
- (m) be pornographic, lewd, suggestive or sexually explicit;
- (n) be untrue, false, inaccurate or misleading;
- (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (p) constitute spam;
- (q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
- (r) cause annoyance, inconvenience or needless anxiety to any person.

8.10 You represent and warrant that your User Generated Content conforms to these terms and that you own or have the necessary rights and permissions, without the need for payment to any other person or entity, to use and exploit, and to authorize us to use and exploit, your User Generated Content in all manners contemplated by these terms. You agree to indemnify and hold us and our subsidiary and affiliated companies, and each of their respective employees and officers, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against us by any third party arising out of or in connection with our use and exploitation of your User Generated Content. You also agree not to enforce any moral rights, ancillary rights or similar rights in or to the User Generated Content against us or our licensees, distributors, agents, representatives and other authorized users, and

agree to procure the same agreement not to enforce from others who may possess such rights.

- 8.11 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your User Generated Content.

9. Limited warranties

- 9.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any Service on the website will remain available.

- 9.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

- 9.3 To the maximum extent permitted by applicable law, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

10. Limitations and exclusions of liability

- 10.1 The limitations and exclusions of liability set out in this Section 10 and elsewhere in these terms and conditions govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

- 10.2 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

- 10.3 We will not be liable to you in respect of any:

- (a) Losses arising out of any event or events beyond our reasonable control;
- (b) Harm related to the theft of your Member Information, your disclosure of your Member Information, or your authorization to allow another person or entity to access and use the Members Only Site using your Member Information;
- (c) Business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill;
- (d) Loss or corruption of any data, database or software;

(e) Special, indirect or consequential loss or damage;

even if we were advised of the possibility of such damages.

- 10.7 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).
- 10.8 Any statements made on Speech Party's website or Services reflect only the views of their authors, and your reliance on any such content is at your own risk. Speech Party's website and Services will be managed or hosted by either employees or members of Speech Party, who are not authorized Speech Party spokespersons, and their views or actions in managing or hosting Speech Party's web services do not necessarily reflect those of Speech Party.
- 10.9 IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE HUNDRED CANADIAN DOLLARS (Canadian \$100.00).

11. Breach

- 11.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
- (a) send you one or more formal warnings;
 - (b) temporarily suspend your access to our website;
 - (c) permanently prohibit you from accessing our website;
 - (d) block computers using your IP address from accessing our website;
 - (e) contact any or all your internet service providers and request that they block your access to our website;
 - (f) commence legal action against you, whether for breach of contract or otherwise; and/or
 - (g) suspend or delete your account on our website.
- 11.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

12. Variation

- 12.1 We may revise these terms and conditions from time to time. We do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you print and retain a copy of these terms and conditions for your records.
- 12.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website. We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of our website from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using our website.
- 12.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

13. Assignment

- 13.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 13.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

14. Severability

- 14.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 14.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

15. Third Party Rights

- 15.1 These terms and conditions are for our benefit and your benefit, and these terms and conditions are not intended to benefit or be enforceable by any third party.
- 15.2 The exercise of the parties' rights under these terms and conditions is not subject to the consent of any third party.

16. Entire Agreement

- 16.1 These terms and conditions, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

17. Dispute Resolution

- 17.1 These terms and conditions shall be governed by and construed in accordance with the laws of the province of Alberta, Canada.
- 17.2 You and Speech Party agree to arbitrate all disputes between you and Speech Party. "Dispute" includes any dispute, action or other controversy between you and us concerning our website, the Services or these terms and conditions, whether in contract, tort, warranty, statute or regulation, or other legal or equitable basis.
- 17.3 In the event of a dispute, you or Speech Party must send to the other party a notice of dispute, which is a written statement that sets forth the name, address and contact information of the party giving the notice, the facts giving rise to the dispute, and the relief requested. You must send any notice of dispute to our address provided below.
- 17.4 We will send any notice of dispute to you at the contact information we have for you. You and Speech Party will attempt to resolve a dispute through informal negotiation within sixty (60) days from the date the notice of dispute is sent. After sixty (60) days, you or we may commence arbitration. You may also litigate a dispute in small claims court if the dispute meets the requirements to be heard in small claims court, whether or not you negotiated informally first.
- 17.5 If you and Speech Party do not resolve a dispute by informal negotiation the dispute shall be settled by binding arbitration before a neutral arbitrator in accordance with the Arbitration Act (Alberta).
- 17.6 YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY.
- 17.7 The arbitration shall be initiated carried out in Calgary, Alberta, Canada.
- 17.8 Any court proceedings related to the arbitration shall take place in the provincial courts of the Province of Alberta, Canada.
- 17.9 Proceedings to resolve a dispute will be conducted on an individual basis and you will not seek to have a dispute heard as a class action or other proceeding in which you act or propose to act in a representative capacity. No arbitration can be combined with another without our prior written consent.

18. Survival

- 18.1 The provisions of these terms, which by their nature should survive the termination of these terms shall survive such termination.

19. Waiver

- 19.1 No waiver of any provision of these terms by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these terms shall not constitute a waiver of such right or provision.

20. Our Contact Details

- 20.1 Keri's Family Centered Speech & Language Services Inc. is a corporation incorporated and operating pursuant to the laws of Alberta, Canada. Notice to Speech Party under this Agreement may be accomplished by sending the Notice by registered mail to Speech Party, 35 Elkton Place SW Calgary, Alberta Canada T3H4Y8.
- 21.2 Our GST number is 86878 2400 RT0001.
- 21.3 You can otherwise contact us by writing to the business address given above, by using our website contact form, by email to info@myspeechparty.com or by telephone at 877-407-0077 ext. 1.