

INNS NORTH TERMS OF USE

Introduction

Welcome to Inns North's website (the "Site"). By accessing or using this Site or otherwise indicating your consent, you agree to be bound by the terms of use set out below (the "Terms of Use"). If you do not agree with or accept any of these terms, you should cease using the Site immediately. If you have any questions about this website, please contact webmaster@arctic.coop.

Definitions

"Content" means any text, images, video, audio or other multimedia content, software or other information or material submitted to, subsisting on or accessible from the Site;

"We", "Us" or "Our" means any Inns North property, Arctic Co-operatives Limited and any local co-operative operating an Inns North property in its community.

"You" or "Your" means the person accessing or using the Site or it's Content.

Privacy

We are committed to maintaining the accuracy, confidentiality, security and privacy of your personal information. We consider your personal information to be information about you as an identifiable individual that is protected by law.

We'd like you to better understand how your personal information is collected, used and disclosed when you access and use our Site:

- a. Transactions and inquiries: You may be asked for personal information, such as your name, address or e-mail address and current phone number when you make a reservation online.
- b. Cookies: The Site may use cookies (small text files that contain a unique identifier that identifies your browser – but not you – each time you visit our Site). Cookies tell us which pages of our Site are visited and by how many people. This allows us to understand what information is useful and what might need improvement. You can manage your cookie preferences on your web browser, but note that if you refuse to use them, some features of the Site might not work.
- c. Quality assurance: We may capture, replay and analyze details of your Site visits to find site errors or issues and understand the impact that transaction failures have on business processes and to improve the operation of the Site.
- d. Contests and promotions: You may choose to participate in the contests or promotions offered by us intended to increase awareness of our services and offerings. When entering into certain contests or promotions, we may request your permission to use your personal information to contact you about our services or offerings you may find of interest.

For additional information on how your personal information is collected, used and disclosed by Arctic Co-ops in connection with your use of this Site, please consult our Privacy Policy available at <https://innsnorth.com/privacy>.

Restrictions on Use

In consideration of the availability, and your use, of the Site, you agree to comply with all applicable laws and regulations and these Terms of Use when using the Site. You acknowledge that we may investigate any violations of law and may cooperate with law enforcement authorities in prosecuting users in this regard.

As a condition of your use of the Site, you agree:

- not to use the Site for any purpose that is unlawful under applicable law, or prohibited by these Terms of Use;
- not to defame or disparage anybody or make comments of an obscene, derogatory or offensive manner or otherwise use the Site or its Content in a way that brings us or any third party into disrepute or causes us to be liable to any third party;
- not to reverse engineer, decompile, copy, modify, distribute, transmit, license, sublicense, display, revise, perform, transfer, sell or otherwise make available to any third party or otherwise publish, deep-link, create derivative works from or exploit in any way the Site or its Content except as permitted by us under these Terms of Use or as expressly provided under applicable law;
- not to use the Site to distribute viruses or malware or other similar harmful software code;
- not to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing; and
- that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site and shall be solely responsible for keeping your password and other account details confidential.

We reserve the right to prevent or suspend your access to the Site if you do not comply with any part of these Terms of Use or any applicable law.

Responsibility for Minors

In cases where you have authorized a minor to use the Site, you recognize that you are fully responsible for: (a) the online conduct of such minor; (b) controlling the minor's access to and use of the Site; and (c) the consequences of any misuse by the minor.

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or right to use any trademark without our prior written permission.

Submitting Information to the Site

The Site is not a secure means of communication and any information you supply to us will not be kept confidential. For that reason, you should not submit or send to us advertising or marketing suggestions, prototypes or any information, written or oral, which you regard as confidential or commercially sensitive or valuable (collectively referred to as “Unwanted Submissions”). While we value your feedback, you agree not to submit any Unwanted Submissions. Any submission (including any Unwanted Submission) made to us is deemed to be our property. By transmitting or posting any submission or other material to us, you agree that, subject to our Privacy Statement, we are entitled to use any such information in any manner we see fit (including reproduction, transmission, publication, broadcast, and posting on any media and anywhere in the world) on a free of charge basis. We shall not be subject to any obligation of confidentiality nor be liable for any use and/or disclosure of such submissions.

Where our Site enables you to communicate with us and/or other users of the Site, you may not use the Site to transmit harmful or offensive (e.g. violent, obscene, discriminatory, defamatory or otherwise illegal) communications or material which might otherwise bring us or the Site into disrepute. Although we reserve the right to monitor, edit, review or remove discussions, chats, postings, transmissions, bulletin boards and similar communications on the Site from time to time, we are under no obligation to do so and assume no responsibility or liability arising from any Content posted on the Site nor for any error, omission, infringement, defamatory statement, obscenity or inaccuracy contained in any such information. Our right to use submissions or other material provided by you is non-exclusive, freely transferable and worldwide so you shall be entitled to use your own material yourself subject to applicable law.

You represent and warrant that any Content you supply to us is and shall be your own original work and has been lawfully provided to us and that you have all necessary consents to provide this to us. You agree that you waive all moral rights you may have in any such Content but that any personal data you supply with your Content may, if we choose to do so, be used by us as described in our Privacy Statement.

Accuracy of Information and Availability of the Site

While we use reasonable efforts to include accurate and up-to-date information on the Site, we do not represent, warrant or promise (whether expressly or by implication) that any Content is or remains available, accurate, complete and up to date, free from bugs, errors or omissions or fit or suitable for any purpose. Any reliance you may place on the information on this Site is at your own risk and we may suspend or terminate operation of the Site at any time at our sole discretion. Nothing in these Terms of Use shall operate to prejudice any mandatory statutory requirement or your statutory rights. Content on the Site is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites, which may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purpose.

While we make commercially reasonable efforts to ensure that the Site is available, we do not represent, warrant or guarantee in any way the Site’s continued availability at all times or uninterrupted use by you of the Site.

Terms of use

Hyperlinks and Third Party Sites

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not constitute an endorsement of such third party's website, products or services. Your use of a third party site may be governed by the Terms of Use of that third party site.

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UNDER NO CIRCUMSTANCES SHALL OUR AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING FROM YOUR USE OF THE SITE (INCLUDING THE DOWNLOADING OR USE OF ANY CONTENT) EXCEED TO THE EXTENT PERMITTED BY LAW THE AMOUNTS PAID BY YOU TO US IN RELATION TO YOUR USE OF THE SITE OR ITS CONTENT.

NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS OF USE, WE DO NOT EXCLUDE OR LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM OUR NEGLIGENCE, FOR ANY FRAUDULENT MISREPRESENTATION MADE BY US ON THE SITE OR FOR ANY OTHER STATUTORY RIGHTS WHICH ARE NOT CAPABLE OF BEING EXCLUDED.

General

No changes to these terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms of Use from time to time. Our new terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms of Use from time to time to verify such variations.

Terms of use

We shall have no liability to you for any breach of these terms caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

If any part of these Terms of Use is unenforceable (including any provision in which we exclude or limit our liability to you) the enforceability of any other part of these Terms of Use will not be affected. If we choose not to enforce any right that we have against you at any time, then this does not prevent us from later deciding to exercise or enforce that right.

These Terms of Use (together with the Privacy Statement contain the entire understanding and agreement between us and you in relation to your use of the Site and supersede and replace any representation, statement or other communication (whether written or otherwise) made by you or us which is not contained herein. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

You may not assign, sublicense or otherwise transfer any of your rights and obligations in these terms to any other person.

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The parties acknowledge that they have required that these Terms of Use and all related documents be prepared in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.