

# TERMS OF SERVICE

## OVERVIEW

This website (the "Site") is operated by BCHOMESHOWS.com (herein referred to as "BC HOMESHOWS"). Throughout the site, the terms "we," "us" and "our," refer to BC HOMESHOWS. BC HOMESHOWS offers this website, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. The terms of use ("Terms of Use") apply exclusively to the access of and use of the Site.

Please read these Terms of Service carefully before accessing the website. BC HOMESHOWS reserves the right to change or modify any of the terms contained in the Terms of Use, at any time and in its sole discretion without prior notice. Any revisions or modifications will be in effect immediately upon posting of the revisions or modifications to the Site. The continued use of the Site following the posting of its revisions or modifications will constitute the acceptance of such revisions or modifications. Therefore, a review of the Terms of Use is recommended to understand the terms and conditions that apply to the use of the Site. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services.

## TRADEMARK, COPYRIGHT NOTICE AND AUTHORIZED USE OF SITE

The Site contains trademarks owned and used by BC HOMESHOWS. The trademarks and related proprietary property may not be copied, distributed, displayed or reproduced in any form or by any means, electronic, photocopying, recording, or otherwise, except as expressly provided in the Terms of Use or with prior written permission of BC HOMESHOWS.

Copyrighted materials on the Site, including, without limitation, BC HOMESHOWS logos, design, text, graphics, pictures, documents and files are the property of BC HOMESHOWS, including all intellectual property rights therein including copyright.

## ALL RIGHTS RESERVED

You may access the Site, use and view the Site, copy and print documents published by BC HOMESHOWS on the Site, for personal and internal use only. In consideration of this authorization, you agree that any copy of these documents shall retain all trademark, copyright and proprietary notices contained thereon.

Except as stated above, no part of the Site may be reproduced, stored, or transmitted in any form, whether electronic, printed, photocopied, recorded, or otherwise.

You may not use, frame, or utilize framing techniques to enclose any BC HOMESHOWS trademark, logo, or other proprietary information (including the images found in the Site, the content of any text or design, of any page or form contained on a page within the Site) without BC HOMESHOWS' express written consent. You may not use any meta tags or any other "hidden text" utilizing BC HOMESHOWS' name, trademark, or product name without BC HOMESHOWS' express written consent.

We reserve the right to refuse service to anyone for any reason at any time. BC HOMESHOWS reserves the right, without notice and in its sole discretion, to terminate your permission to use the Site and to block or prevent future access to use of the Site. Without limiting the foregoing, any unauthorized use of the Site will automatically terminate the permission granted by these Terms of Use and may violate applicable law including without limitation copyright laws and trademark laws.

## **ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

BC HOMESHOWS does the best to ensure that the information contained in the site is accurate and reliable. However, BC HOMESHOWS makes no representation, warranties or conditions about any information contained in the Site.

BC HOMESHOWS is not responsible for any information made available on this site which is not accurate, complete, reliable, current, or error-free. We are not responsible for errors or omissions relating to information on the site. We try to ensure that the use of this site is safe, we cannot and do not represent or warrant that the site or its server(s) are free of viruses or other harmful components. BC HOMESHOWS does not warrant that the site will operate error-free on a continuous basis. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this site is at your own risk.

BC HOMESHOWS may from time to time revise information, services, products, prices, and resources contained in or referred to in the Site, and reserves the right to make such changes without any obligation to notify past, current, or prospective visitors.

In no event shall BC HOMESHOWS be liable for any loss or damages whatsoever, including without limitation (i) Direct Damages (ii) Indirect, special or consequential damages or damages for harm to business, loss of information, programs, data, loss of profit, loss of savings, loss of revenue, and (iii) Punitive, exemplary or aggravated damages arising from or in connection with the use of or access to, or the inability to use or access this site. You agree that BC HOMESHOWS maximum aggregate liability for damages arising out of, or related to these Terms of Use shall be limited to \$10.

The limitations of liability in the Terms of Use apply regardless of the form of action, whether for breach of or repudiation of contract, warranty, strict liability, negligence, or any other legal or equitable theory, and shall survive a fundamental breach or breaches, or the failure of the essential purpose of contract.

## **SUBMISSIONS**

You agree that any materials, including but not limited to comments, suggestions, documents, original or creative materials or other information, provided by you in the form of e-mail or submissions in any manner to BC HOMESHOWS through the Site, or postings on the Site, are non-confidential (subject to BC HOMESHOWS' Privacy Policy) and shall become the exclusive property of BC HOMESHOWS. BC HOMESHOWS shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use of these materials for any purpose (subject to BC HOMESHOWS' Privacy Policy), commercial or otherwise, without acknowledgment or compensation to you. The submission of any materials to BC HOMESHOWS, irrevocably waives any and all "moral rights" in such materials, including the rights of integrity and to be to be recognized as the author.

## **MISCELLANEOUS**

These Terms of Use are governed by the laws of the Province of British Columbia and the laws of Canada applicable therein, excluding any conflict of laws rules that would apply another body of law. The Terms of Use constitute and contain the entire agreement between you and BC HOMESHOWS with respect to its subject matter and supersedes any prior oral or written agreements. If any provision of this policy is held to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this policy will otherwise remain in full force and effect and enforceable.

## **CONTACT INFORMATION**

Questions about the Terms of Service should be sent to us at [sales.bchs@gmail.com](mailto:sales.bchs@gmail.com).