

TERMS & CONDITIONS

Terms & Conditions of Use

OSHAWACENTRE.COM WEBSITE TERMS AND CONDITIONS OF USE

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YOUR USE OF THE WEBSITE CONSTITUTES YOUR AGREEMENT TO THESE TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU SHALL DISCONTINUE YOUR USE OF THE WEBSITE.

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Modification of These Terms and Conditions of Use Ivanhoe Cambridge reserves the right to amend these Terms and Conditions at any time by posting the amended terms on the Website, which posting shall constitute notice to you. All amended term shall be effective immediately upon such notice.

Disclaimer of Warranties

YOUR USE OF THE WEBSITE AND SERVICES AVAILABLE ON OR THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

IVANHOE CAMBRIDGE, ITS AFFILIATES, AGENTS AND LICENSORS CANNOT AND DO NOT WARRANT THAT THE WEBSITE WILL BE UNINTERRUPTED, SECURE, ERROR FREE, ACCURATE, COMPLETE OR CURRENT. NOR DOES IVANHOE CAMBRIDGE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED, THROUGH THE WEBSITE.

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You hereby acknowledge and agree that: (a) Ivanhoe Cambridge does not screen the

employment listings posted on the Website; (b) Ivanhoe Cambridge does not guarantee the nature of the positions listed on the Website or the truth or accuracy of the description of such positions; (c) your application via the Website does not create an employer-employee relationship with Ivanhoe Cambridge; and (d) Ivanhoe Cambridge shall not be liable for any employment decisions that you make as a result of your reliance on any information posted on the Website.

Limitation of Liability

IF NO EVENT SHALL IVANHOE CAMBRIDGE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF IVANHOE CAMBRIDGE HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY OF THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Website, you warrant to Ivanhoe Cambridge that you will not use the Website for any purpose that is unlawful or prohibited by these Terms or Conditions.

You agree not to upload or otherwise transmit through the Website any unlawful, harassing, false, misleading, libelous, abusive, profane, threatening, harmful, vulgar, obscene, sexually explicit, pornographic or otherwise objectionable material of any kind or nature. You further agree not to gain or attempt to gain unauthorized access to other computer systems via the Website.

You agree not to upload or otherwise transmit to or through the Website any material that: (i) infringes on any rights of third parties: and/pr (ii) contains any virus or other harmful code that may change or disrupt the Website or any other user's equipment or software.

Links to Other Sites

The Website may contain links to other websites ("Linked Sites") operated by parties other than Ivanhoe Cambridge. Such Linked Sites are not under the control of Ivanhoe Cambridge and Ivanhoe Cambridge is not responsible for the contents of any Linked Site. Ivanhoe Cambridge is providing you with a link to the Linked Sites as a convenience and the inclusion of any such link does not imply endorsement by Ivanhoe Cambridge of the Linked Site or any association with its operators.

Privacy Policy

For Oshawa Centre's Privacy Policy, please click [here](#).

Notice

Any notices may be given to you by any means including, but not limited to: (a) email: (b) notices or messages posted on the Website: or (c) any other means by which you obtain notice thereof.

Indemnification

You agree to indemnify and hold Ivanhoe Cambridge, its subsidiaries, affiliates, directors, officers and employees, harmless from all claims, liabilities, damages, losses, including reasonable legal fees and expenses, due to or arising out of your use of the Website or your breach of these Terms

of Conditions.

Termination

Either you or Ivanhoe Cambridge may terminate this relationship with or without cause at any time.

You agree that Ivanhoe Cambridge may, in its sole discretion, terminate or suspend your access to all or part of the Website for any reason, including, without limitation, breach of the Terms and Conditions. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating this relationship and such activity may be referred to appropriate law enforcement authorities.

Should you object to the Terms and Conditions or any subsequent modifications thereto or become dissatisfied with the Website in any way, your only recourse is to immediately discontinue your use of the Website.

Ivanhoe Cambridge shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension.

Applicable Law and Governing Law

You agree to comply with all applicable laws and regulations. These Terms and Conditions and all related transactions shall be governed by the laws of the Province in which the shopping centre to which the Website refers is located and the applicable laws of Canada. The parties hereby agree to the non-exclusive jurisdiction of the courts of the Province in which the shopping centre to which the Website refers is located.

Severability

In case any of the provisions of these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Headings

The section headings used herein are for convenience of reference only and do not form part of these Terms and Conditions.

Benefit of the Agreement

These Terms and Conditions are binding upon and shall ensure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives and permitted assigns. You shall not assign or transfer your rights or obligations hereunder without Ivanhoe Cambridge's prior written consent, which consent shall be at Ivanhoe Cambridge's sole discretion.