

SCOTT MACNEIL MOTORS

Terms of Use

Acceptance of Terms of Use:

IT IS IMPORTANT THAT YOU READ THIS ACCEPTANCE OF TERMS OF USE (this Agreement) CAREFULLY. This Agreement is in reference to the website located at www.scottmacneilmotors.com (the Web Site). This Agreement states the terms and conditions under which you may access and use the Web Site. By accessing and using the Web Site you are indicating your acceptance of this Agreement. If you do not accept these terms and conditions, you must not access or use the Web Site. IF YOU ARE DISSATISFIED WITH THESE TERMS, CONDITIONS, POLICIES, OR PRACTICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING IT. This Agreement may be revised at any time by updating this posting. Use of the Web Site after such changes are posted will signify your agreement to these revised terms. You should visit this page each time you visit the Web Site to review this Agreement.

Ownership:

All materials displayed or otherwise accessible through the Web Site, including, without limitation, news articles, text, images, photographs, illustrations, audio and clips, computer software and code (collectively, the Content) are protected under Canadian copyright laws, and are owned by the owner and operator of the Web Site. In addition, the Web Site is protected under copyright law as a collective work and/or compilation pursuant Canadian laws. ANY USE, REPRODUCTION, ALTERATION, MODIFICATION, PUBLIC DISPLAY, UPLOADING OR POSTING ONTO THE INTERNET, TRANSMISSION, REDISTRIBUTION OR OTHER EXPLOITATION OF THE WEB SITE OR OF ANY CONTENT, WHETHER IN WHOLE OR IN PART, OTHER THAN EXPRESSLY SET OUT HEREIN, IS PROHIBITED WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE WEB'S OWNER AND OPERATOR

To contact the owner and operator of this site send an email submission via the "Contact Us" page.

DISCLAIMER OF WARRANTIES:

THE WEB SITE AND ALL CONTENT IS PROVIDED AS IS. BY ACCESSING AND USING THE WEB SITE YOU ACKNOWLEDGE AND AGREE THAT USE OF THE WEB SITE AND THE CONTENT IS ENTIRELY AT YOUR OWN RISK. THE OWNER AND OPERATOR OF THIS WEB SITE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE WEB SITE AND THE CONTENT, INCLUDING, WITHOUT LIMITATION, NO REPRESENTATION OR WARRANTY (I) THAT THE WEB SITE AND/OR CONTENT WILL BE ACCURATE, COMPLETE, RELIABLE, SUITABLE OR TIMELY; (II) THAT ANY CONTENT, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION, DATA, SOFTWARE, PRODUCT OR SERVICE CONTAINED IN OR MADE AVAILABLE THROUGH THE WEB SITE WILL BE FIT FOR A PARTICULAR PURPOSE; (III) THAT THE OPERATION OF THE WEB SITE WILL BE UNINTERRUPTED OR ERROR FREE; (IV) THAT ERRORS IN THE WEB SITE WILL BE CORRECTED; (V) THAT THE WEB SITE WILL BE FREE FROM VIRUSES OR HARMFUL COMPONENTS; AND (VI) THAT COMMUNICATIONS TO OR FROM THE WEB SITE WILL BE SECURE OR NOT INTERCEPTED.

LIMITATION OF LIABILITY:

SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL THE OWNER OR OPERATOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR THEIR RESPECTIVE SUCCESSORS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGES IN THE NATURE OF OR RELATING TO LOST BUSINESS, LOST SAVINGS, LOST DATA AND/OR LOST PROFITS, REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE) OR OTHERWISE. THE FOREGOING LIMITATION SHALL APPLY EVEN IF THE OWNER AND OPERATOR, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS KNEW OF OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

THE OWNER AND OPERATOR OF THIS WEB SITE EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS OR CONDUCT OF ANY THIRD-PARTY USER OF THE WEB SITE OR ANY ADVERTISER OR SPONSOR OF THE WEBSITE (COLLECTIVELY, THIRD-PARTY USER). UNDER NO CIRCUMSTANCES SHALL THE OWNER AND OPERATOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS LICENSORS, BE LIABLE FOR ANY INJURY, LOSS, DAMAGE (INCLUDING SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE ARISING IN ANY MANNER WHATSOEVER FROM (I) THE ACTS, OMISSIONS OR CONDUCT OF ANY THIRD-PARTY USER; AND (II) ANY USE OR INABILITY TO USE ANY MATERIALS, SOFTWARE, CONTENT, GOODS OR SERVICES LOCATED AT OR MADE AVAILABLE AT ANY WEB SITE LINKED TO OR FROM THE WEB SITE

IF YOU DECIDE TO ACCESS OR USE ANY LINKED WEB SITE OR CONTENT, MATERIALS, SOFTWARE, GOODS OR SERVICES FROM A WEB SITE LINKED TO THE WEB SITE, YOU DO SO ENTIRELY AT YOUR OWN RISK. YOU HEREBY RELEASE THE OWNER AND OPERATOR, OF THIS WEB SITE ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THEIR RESPECTIVE SUCCESSORS, FROM ANY DAMAGES THAT YOU INCUR, AND AGREE NOT TO ASSERT ANY CLAIMS AGAINST THEM, ARISING FROM YOUR PURCHASE OR USE OF ANY PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE WEB SITE OR BY THIRD PARTIES THROUGH THE WEB SITE.

No Advice:

The information contained on the Web site is for informational purposes only and is not intended to provide legal, tax, accounting, investment, financial, medical or other advice to you. You should not rely upon the information to provide any such advice.

Hyperlinking:

The Web site contains a variety of links to third-party web sites. These links are provided as a convenience to you and not as an endorsement of the contents of such third-party web sites. The owner and operator of this Web Site is not responsible for the content of any third-party web site, nor does it make any representation or warranty of any kind regarding any third-party web site including, without limitation (i) any representation or warranty regarding the legality, accuracy, reliability, completeness, timeliness, suitability of any content on any third-party web site; (ii) any representation or warranty regarding the merchantability or fitness for a particular purpose of any material, content, software, goods or services located at or made available through such third-party web sites; or (iii) any

representation or warranty that the operation of the third-party web sites will be uninterrupted or error free, that defects or errors in such third-party websites will be corrected or that such third-party websites will be free from viruses or other harmful components.

While the owner and operator of this Web Site encourages links to the Web site, it does not wish to be linked to or from any third-party web site which (i) contains, posts or transmits any unlawful, threatening, abusive, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including, without limitation, any content constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, provincial, state, national or international law, regulation which may be damaging or detrimental to the activities, operations, credibility or integrity of the owner and operator of this Web Site or which contains, posts or transmits any material or information of any kind which promotes racism, hatred, bigotry, or physical harm of any kind against any group or individual, could be harmful to minors, harasses or advocates harassment of another person, provides material that exploits people under the age of 18 in a sexual or violent manner, provides instructional information about illegal activities, including, without limitation, the making or buying of illegal weapons; or (ii) contains, posts or transmits any information, software or other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trademark or other proprietary rights. The owner and operator of this Web Site reserves the right to prohibit or refuse to accept any link to the Web Site, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time. You agree to remove any link you may have to the Web site upon the request of any representative of www.scottmacneilmotors.com .

Software Licenses and Ownership:

All software embedded in or located on or at the Web Site, including, without limitation, all computer code of all types, including all files and images contained in or generated by such software (Software) is protected by copyright and may be protected by other rights. All such Software is owned by the owner and operator of this Web Site. You are hereby granted the right to access and use the Software embedded and integrated into the Web site, subject to (i) the terms and conditions of this Agreement, and (ii) any additional conditions which may be imposed on your access and use of such Software.

If the Web Site provides Software for download you are hereby granted, subject (i) to the terms of this Agreement and (ii) to any other terms and conditions that may apply to your downloading and use of such content, a personal, non-transferable, non-exclusive license to (i) install and run one copy of the Software in object-code format on a non-networked computer for your personal, non-commercial use; and (ii) to reproduce the Software only as reasonably required to install, run and make reasonable backup copies as allowed by law.

Except to the extent expressly permitted in this Agreement, you may not: use, reproduce, modify, adapt, translate, upload, download, sell, rent, lease, license, transfer or transmit the Software in whole or in part; (ii) alter, remove or cover any trademarks or proprietary notices included in the Software; and/or (iv) decompile, disassemble, decrypt, extract or reverse engineer the Software or assist others in doing so. Nothing contained in the Web Site shall be construed as granting you any right, title, interest or other license in or to any Software embedded or integrated into the Web Site or made available for download from the Web Site, including, but not limited, to any intellectual property rights in the Software.

All Software embedded or integrated into the Web Site is provided As Is, without warranties of any kind, either expressed or implied, including, without limitation, any warranty (i) that the Software is of

merchantable quality or is fit for any particular purpose; (ii) that the Software will conform with any specification(s) relating to the Software; (iii) that the Software will be free from material defects; (iv) that the Software contains no computer viruses or other contaminants; or (v) that the Software shall process date-related and time-related data without causing any processing interruptions, abnormal termination or process or manipulate any time-related data.

Email:

The Web Site provides you with the ability to email various departments within the owner and operator's Web Site organization All email submissions can be performed at your own risk without any guarantee of acceptance or security. By submitting email to the Web site, you grant the Web Site owner and operator a royalty-free, perpetual, non-exclusive, irrevocable, unrestricted, worldwide license to: (i) read, store, or translate such submissions for any purpose. Additionally, the owner and operator of this Web Site is not responsible for any loss, damage, or corruption that may occur to your email submissions; and (ii) acknowledge and agree that any Submissions you provide for display on the Web site will be considered non-confidential.

Scott MacNeil
MOTORS & RV