

# **Terms of Use**

(Effective March 2025)

Please read these terms of use together with any documents they expressly incorporate by reference (collectively the "terms of use") carefully before you start to use this website. By using this website [or by clicking to accept or agree to the terms of use when this option is made available to you] you accept and agree to be bound by these terms of use and our <u>privacy policy</u>, and incorporated herein by reference. If you do not want to accept these terms of use or the privacy policy, do not access or use this website.

# 1. Website License and Access

These Terms of Use are entered into by and between you and the International Association of Natural Resources (iAONR), an association created by a Special Act of the Parliament of Canada ("iAONR," "IAONR," "we," or "us") and govern your access to and use of <u>www.iaonr.org</u>, including any content, functionality, associated microsites, as well as services offered on or through <u>www.iaonr.org</u> (the "Website"), whether as a guest or a registered user. As a user of this Website, unless otherwise stated by the iAONR, you are granted a single user, non-exclusive, non-transferrable, revocable limited license to access and use this Website and its content in accordance with these Terms of Use. The iAONR may terminate this license at any time where it considers its copyright or intellectual property rights have been or may be infringed, accidentally or otherwise, or that the scope of usage is or is intended to be outside the permitted Terms of Use.

Certain products and services are available to users upon satisfactory completion of registration documentation. Confidential access codes may be provided to enable continued access online with full or partial permitted exposition of particular data files or permitted downloading of content. The access code(s) so provided are intended for your sole use and may not be passed to co-workers or to third parties. If accidental or other misuse of confidential access codes occurs or is believed to occur, the iAONR reserves the right to treat each such occurrence as a breach of these Terms of Use and to withdraw access to the products and services. If the user becomes aware or suspects an unauthorized person has obtained the access codes, the user should immediately notify the iAONR so that the situation may be rectified.

The iAONR may update and change the content of the Website from time to time to reflect changes to the iAONR's products and services, its users' needs and its business priorities.

## 2. Online Purchases and Other Terms and Conditions



All purchases through this Website for the sale of products, services or information carried out through the Website, or resulting from visits made by you, which are hereby incorporated into these Terms of Use.

Additional terms and conditions may also apply to specific portions, products, subscriptions, services or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

# 3. Your Conduct

You are responsible for both of, (i) making all arrangements necessary for you to have access to the Website, and (ii) ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

The content on this Website is for your personal use only within the organization or entity to which you are attached as applicable, and it is not intended for commercial exploitation unless expressly agreed in writing by the iAONR through a duly authorized representative. The iAONR authorizes you to download or reproduce selected materials from this Website only for your personal, non-commercial use, in the ordinary course of business provided that you retain all copyright and other proprietary notices contained in the original materials on any copies of the materials and that the title or database brand name and the iAONR name is stated as the source. You must not use (or allow others to use) any confidential information of the iAONR or any the iAONR information in conjunction with any generative artificial intelligence chatbot, platform or tool or any such similar or subsequent technology (AI Tool), including uploading, scanning onto or transferring in any manner onto any such AI Tool, manually or by means of electronic transfer; or use the AI Tool for any interrogation, assessment or analysis of whatsoever nature, kind or purpose; or to obtain, create or produce any form of modified or derivative version of the iAONR's confidential information or other the iAONR information.

You may not otherwise modify, disassemble, create derivative works, distribute, reproduce, publicly display, perform, transmit, re- transmit, sell, rent, sublicense, or otherwise use any materials or content on this Website for commercial or non-commercial exploitation by yourself or the organization or entity to which you are attached or permit third parties to so do. Without limitation, unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content is not permitted, and any use of these materials on any other website or networked computer environment for any purpose without the iAONR's prior written consent is prohibited.

The content and materials from this Website are copyrighted and any unauthorized use of any materials from this Website may violate copyright, trademark, and other laws. If you breach any of these Terms of Use, your authorization to use this Website automatically terminates and you must immediately destroy any downloaded or printed materials.



### 4. Third Party Content and Links

In the provision of reports, research, e-learning, data, information or other materials, the iAONR may use its own staff resources or those of third parties or a combination of such resources in the preparation and presentation of said material(s). The iAONR will take all reasonable endeavours to ensure the accuracy of such material(s) and, to the best of the iAONR 's knowledge, the numeric tables and numeric time series where shown are accurate but are subject to usual statistical norms and variables. The iAONR reserves the right to make alterations to products and services from time to time in the interests of maintenance, operability, accuracy, topicality and usefulness. The iAONR warrants that it has taken all reasonable endeavours to ensure such material(s) is free of intellectual property infringement insofar that this is possible. In addition, this Website may provide links to other Internet sites or resources ("Third Party Links"). The iAONR is providing these Third Party Links to you only as a convenience, and the inclusion of any link to such sites does not imply endorsement by the iAONR of those sites.

Because the iAONR has no control over such external resources and sites, you acknowledge and agree that the iAONR is not responsible for the availability of such external resources and sites and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such external resources and sites. The iAONR may terminate the availability of such external resources and sites through links on its Website at any time. The iAONR will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, products, goods or services available on or through such external sites and resources.

#### 5. Intellectual Property Rights

The contents of the data and information made available on this Website including, but not limited to text, data, graphics, and icons, are copyrighted materials owned by the iAONR, including its affiliates or subsidiaries. The iAONR, <u>www.iaonr.org</u> and other unique record locators (URL) and or other the iAONR logos and product and service names are trademarks of the iAONR, which are protected by applicable laws. All rights are reserved. You must not modify, decompile, or reverse engineer any software the iAONR discloses to you via this Website, and you must not remove, overprint, or deface any notice of copyright, trademark, logo, legend, or other notice of ownership from any originals or copies of software or information from the website. "The iAONR Trademarks" means all names, marks, brands, URL names or addresses, logos, designs, trade dress and other designations that the iAONR uses in connection with Products or Services. You are not permitted to incorporate any iAONR Trademarks into any other trademarks, service marks, company names, Internet addresses, domain names, or any other similar designations.

Any unauthorized use of any materials contained on this website may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.



# 6. Disclaimer of Warranties

While every effort has been made to ensure the quality and accuracy of information displayed on this Website, the iAONR makes no warranty, express or implied, concerning the Website and its contents and disclaims all warranties, including, but not limited to, warranties of fitness for a particular purpose and warranties of merchantability. The iAONR further makes no warranty that the Website or any websites linked thereto will be error free, free of viruses or other harmful components, or that any defects will be corrected.

The iAONR disclaims all responsibility for any loss, injury, claim, liability or damages of any kind arising out of use of this Website or access to Third Party Links, contents or sites via this Website. The iAONR does not warrant that access to this Website or linked third party websites will be available at all times, but it will take all necessary steps to rectify fault(s) as soon as reasonably practicable.

Any material downloaded or otherwise obtained through the use of this Website is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from the iAONR or through or from this website will create any warranty not expressly stated in the Terms of Use.

## 7. Limitation of Liability

To the extent not prohibited by applicable law, the iAONR is not liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to, damages for loss of profits, revenue, goodwill, use, data, electronically transmitted orders, or other economic advantage (even if the iAONR has been advised of the possibility of such damages), however caused and regardless of the theory of liability, arising out of or related to:

(i) the use of or the inability to use this Website;

(ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received, or transactions entered into through or from this Website;

- (iii) unauthorized access to or alteration of your transmissions or data;
- (iv) statements or conduct of any third party on the Website; or
- (v) any other matter relating to the Website

You have sole responsibility for adequate protection and backup of data and equipment used in connection with the Website and you will not make a claim against the iAONR for lost data, re-run time, inaccurate output, work delays or lost profits resulting from the use of the materials. You agree to hold the iAONR harmless from, and you covenant not to sue the iAONR for any claims based on using the Website.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you, depending on your

#### International Association of Natural Resources (iAONR)



jurisdiction. However, in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## 8. User Submissions and Privacy

The iAONR does not want to receive confidential or proprietary information from you through this Website. Any material, information or other communication ("Communications") you transmit or post to this Website will be considered non-confidential and non-proprietary. The iAONR will have no obligations with respect to the Communications. The iAONR and its designees will be free to copy, disclose, distribute, incorporate and otherwise use the Communications and all data, images, sounds, text, and other things embodied therein for any and all commercial or non-commercial purposes. You are prohibited from posting or transmitting to or from this Website any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law. The iAONR is committed to maintaining the privacy of those using this Website and has a privacy policy that governs the treatment of any personal information received through your visit to this Website.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed in accordance with <u>iAONR's privacy policy</u> and you consent to all actions we take with respect to your information consistent with our Privacy Policy. Your use of this Site is subject to <u>iAONR's</u> privacy policy.

## 9. Compliance and Code of Business Conduct

The iAONR will maintain and enforce its own policies and procedures, based on good industry practice, to ensure compliance with applicable anti-slavery and anti-corruption laws, policies and standards. This includes implementing a system of training for its staff as reasonably required based on their roles.

# 10. Changes to these Terms of Use

The iAONR may revise and update these Terms of Use from time to time in its sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

## 11. Severability



If a court of competent jurisdiction finds any provision of these Terms of Use to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the specific provision, and the other provisions of these Terms of Use shall remain in full force and effect.

## 12. Headings

The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

# 13. No Waiver

The failure of the iAONR to exercise or enforce any right or provision of these Terms of Use does not constitute a waiver of such right or provision.

# 14. Governing Law

This Website and these Terms of Use shall be governed by the laws of Canada, as if these Terms of Use were a contract wholly entered into and wholly performed within Canada, without reference to choice of law provisions. The user irrevocably agrees to submit to personal jurisdiction.

