

## **A Very Good Website Inc. Terms and Conditions**

These terms and conditions outline the rules and regulations for the use of A Very Good Website Inc.'s website and our services.

A Very Good Website Inc. is a web design and development, graphic and logo design, corporate branding, and search engine optimization business that operates primarily out of Oakville, Ontario, Canada but additionally services Burlington, Ontario, Canada, and Toronto, Ontario, Canada.

By accessing this website, you are agreeing to accept these terms and conditions in full. Do not continue to use A Very Good Website Inc.'s website if you do not accept all the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions: "Client", "You" and "Your" refers to the user of the website. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and Ourselves, or either the Client or Ourselves. "The Site", and "The Website", refers to A Very Good Website Inc.'s website. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing law of. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

### **Cookies**

We employ the use of cookies. By using the site, you consent to the use of cookies in accordance with A Very Good Website Inc.'s privacy policy. Most of the modern-day interactive websites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate / advertising partners may also use cookies. Please read our privacy policy, which contains more information on the use of cookies, specific to the site, and how to opt-out of the analytics.

### **License**

Unless otherwise stated, A Very Good Website Inc. and/or it's licensors own the intellectual property rights for all material on A Very Good Website Inc. All intellectual property rights are reserved. You may view and/or print pages from <https://verygoodwebsite.ca/> for your own personal use subject to restrictions set in these terms and conditions.

You must not:

- Republish material from <https://verygoodwebsite.ca/>
- Sell, rent or sub-license material from <https://verygoodwebsite.ca/>
- Reproduce, duplicate, or copy material from <https://verygoodwebsite.ca/>

- Redistribute content from A Very Good Website Inc. (unless content is specifically made for redistribution).

### **Hyperlinking to our Content**

The following organizations may link to the site without prior written approval: Government agencies; Search engines; News organizations; Online directory distributors when they list us in the directory may link to our website in the same manner as they hyperlink to the websites of other listed businesses; other relevant businesses; Blogs or other promotion-based writing relating to specific content on our site.

These organizations (or you) may link to our home page, to publications or to other website information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

We may consider and approve in our sole discretion other link requests.

In the case we need to approve links, we will approve link requests if we determine that: (a) the link would not reflect unfavorably on us; (b) the organization does not have an unsatisfactory record with us; (c) the benefit to us from the visibility associated with the hyperlink outweighs the absence of; and (d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

If you are interested in linking to our website, you must notify us by sending an e-mail to <mailto:info@verygoodwebsite.ca>. Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our website, and a list of the URL(s) on our site to which you would like to link. Allow 1 - 2 weeks for a response.

Approved organizations may hyperlink to our website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator (Web address) being linked to; or
- By use of any other description of our Web site or material being linked to that makes sense within the context and format of content on the linking party's site.

The A Very Good Website Inc. official company logo can be used such that our logo is not in any way altered, manipulated, or changed including the logo's colours and background. If the logo is used, we request that you add a link to the A Very Good Website Inc. home page: <https://verygoodwebsite.ca/>

### **Reservation of Rights**

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our website. You agree to immediately remove all links to our website upon such request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our website, you agree to be bound to and abide by these linking terms and conditions.

### **Removal of Links from our Website**

If you would like to have your website link, image, and description removed from our “View-Our-Work” section of the website, please send us an email at: [info@verygoodwebsite.ca](mailto:info@verygoodwebsite.ca). Please allow for 1 – 2 weeks for a response, regarding your issue.

### **Use of Third-Party Logos and Branding**

If your project requires the use of third-party logos or branding (i.e. a supplier, Google product, etc.), we reserve the right to request that you reach out to these parties to request an official logo or branding package from them. We will utilize the logos and/or branding materials subject to the terms and conditions set out by the supplier of the materials, and thus we will not alter, manipulate, or change the design structure, or colours of their logo or branding.

If you would like us to reach out to the supplier on your behalf, we will do so upon request. If you are unable to request the materials from the supplier within 48 hours, we will reach out to the supplier on your behalf.

We will not use logos or other branding materials that have been downloaded from any image search engine (i.e. Google Images) or any third-party websites, as it can damage the integrity of the image.

We are not liable for any misuse or misrepresentation of the logo or branding materials in question.

### **Content Liability**

We shall have no responsibility or liability for any content appearing on your website. You agree to indemnify and defend us against all claims arising out of or based upon your website. No link(s) may appear on any page on your website or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third-party rights.

### **Disclaimer**

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

Nothing in this disclaimer will:

- Limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- Limit any of our or your liabilities in any way that is not permitted under applicable law;

- Exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

*Created: July 26, 2019*

*Updated: September 25, 2020*