

## **CanDo Information Technology**

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### **No Unlawful Acts:**

At all times, you agree to use the Cando I.T. Site/Services in accordance with these Terms of Service and in accordance with all federal, state and local laws, ordinances, and regulations. In all circumstances, as a condition of your use of the Cando I.T. Site/Services, you agree that you will not use the Cando I.T. Site/Services for any purpose that is unlawful or in any manner which could damage, disable, overburden or impair the operation of the Cando I.T. Site/Services (or the network(s) connected to any Cando I.T. Site/Services) or interfere with any other party's use of the Cando I.T. Site/Services. Cando I.T. will take whatever lawful steps it deems appropriate, in its sole discretion, to detect and prevent any such activities.

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**Your Account Information:**

When using the Cando I.T. Site/Services, particularly in communicating with others, always use caution when giving out any personally identifying information about yourself, including information about your family. You are responsible for maintaining the confidentiality of your account number and/or password. You are responsible for all uses of your account, whether or not actually or expressly authorized by you.

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The Cando I.T. Site/Services may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, notepads, and/or other message or communication applications. You agree to use such applications only to post, send and receive messages and material that are proper. Users alone are responsible for the contents of any messages as well as the consequences of any such messages.

You agree that you will not use Cando I.T.services for chain letters, junk mail, "spamming" or commercial solicitations or to engage in illegal activities. You further agree not to use Cando I.T.

services to send any message or material that is unlawful or gives rise to civil liability.

**Without limitation, you agree that you will not:**

Use the Cando I.T. Site/Services in connection with the transmission of any duplicative or unsolicited messages (commercial or otherwise). For any such spamming, you agree to pay Cando I.T. damages for such unauthorized activities.

Defame, abuse, harass, stalk, threaten, victimize, degrade or otherwise violate the legal rights (such as rights of privacy and publicity) of others. Without limitation, no message or communication can infringe on the rights of others on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability, or any other reason.

Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful information.

Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents to do the same.

Interfere with service to any user, host or network.

Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of the Cando I.T. Site/Services.

Restrict or inhibit any other user from using and enjoying the Cando I.T. Site/Services.

Violate any code of conduct or other guidelines which may be applicable.

Harvest or otherwise collect information about others, including e-mail addresses.

Violate any applicable laws or regulations.

Create a false identity for the purpose of misleading others.

Falsify address information or otherwise modify e-mail headers to conceal the identify of any sender or recipient.

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**Storage Space:**

In connection with your account or use of the Cando I.T. Site/Services, you may be provided with storage space using Cando I.T.servers and network. The amount of storage space per user is limited. Some messages may not be processed due to space constraints or outbound message limitations. You agree that Cando I.T. is not responsible or liable for the deletion or failure to store messages or other information.

**Complaints:**

Please send reports of any activity in violation of these Terms of Service to [info@mycando.ca](mailto:info@mycando.ca) . Cando I.T. will investigate incidents involving such violations and may involve and will cooperate with law enforcement officials if a criminal violation is suspected. Any such violation may result in criminal and civil liability.

In order to ensure that Cando I.T. is able to provide high quality services which are responsive to customer needs, you consent to Cando I.T. employees being able to access your account and records on a case by case basis to investigate complaints or other allegations or abuse. Cando I.T. shall not disclose the existence or occurrence of such an investigation unless required by law. Violation of terms of service may result in immediate deletion of a users account.

**Termination of Use:**

We may modify or discontinue our services or any account, with or without notice, without liability to you, any other user or any third party. Cando I.T. reserves the right to terminate your account if we learn that you have provided us with false or misleading registration information, interfered with other users or the administration of Cando I.T.services, or violated these Terms of Service. Cando I.T. may also terminate or suspend your access to Cando I.T. Site/Service(s) for inactivity, which is defined as failing to log into a particular service for an extended period of time, as determined by Cando IT. The amount of time that Cando I.T. currently considers as an "extended" period of time may be viewed in the FAQ relating to the particular service. Upon termination of the Cando I.T. Site/Service, your right to use the Cando I.T. Site/Service immediately ceases.

**Miscellaneous; Entire Agreement:**

These Terms of Service will be governed by and construed in accordance with the law, without giving effect to its conflict of laws provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms of Service to be unenforceable, the remainder of the Terms of Service will continue in full force and effect.

These Terms of Service constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by Cando IT.