

Association of Ontario Land Surveyors

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AOLS is a not for profit self-governing and regulating body which grants Ontario Land Surveyor (OLS) Commissions and regulates the activities of its members, pursuant to the *Surveyors Act*, R.S.O. 1990, c. S.29.

Privacy

Please review our Privacy and Access Code which also governs your visit to the Site, to understand our practices.

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THE AOLS RESERVES THE RIGHT TO LIMIT QUANTITIES.

Posting of Information on this Site

You may not post, upload, publish, reproduce, transmit or otherwise distribute information or other material on this Site with the exception of the Classified page and the Members' Discussion Forums. Submissions will be reviewed prior to posting and may be rejected at our sole and absolute discretion. You may not, with AOLS's prior express written permission, "mirror" any material contained on this Site on any other server.

User submissions.

Any material, information or other communication you transmit or post to this site, including any material, information or other communications to the Members' Discussion Forum, will be considered non-confidential and non-proprietary ("communications"). AOLS will have no obligations with respect to the communications and shall be free to use or disseminate such communications on an unrestricted basis for any purpose. You acknowledge that you are responsible for the communications that you submit, including full responsibility for their legality, reliability, and appropriateness. Any opinions or claims expressed on the Members' Discussion Forum are the opinions of the individual contributors and do not imply endorsement by AOLS.

Posting of inappropriate communications.

You are prohibited from posting or transmitting to or from this site any unlawful, threatening, libellous, defamatory, obscene, pornographic, or other material that would violate any law or that would constitute a criminal offense or give rise to civil liability, or otherwise use the AOLS site in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the site. Users should not post

copyrighted material on the Members' Discussion Forum without the permission of AOLS and the original authors.

Monitoring of site.

AOLS may, but is not obligated to, monitor or review any areas on the site where users transmit or post communications or communicate solely with each other, including but not limited to the Members' Discussion Forum, and the content of any such communications. AOLS will have no liability related to the content of any such communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. AOLS reserves the right to refuse to post or to remove any communications, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of these Terms.

Changes

The AOLS reserves the right to change or remove any Content from the Site, in whole or in part, at its sole discretion, at any time, without notice.

Governing Law and Jurisdiction

The Site (excluding linked websites) is controlled by the AOLS from its offices within the Province of Ontario, Canada. The Site can be accessed from any jurisdiction in the world. As each of these jurisdictions has laws that may differ from those of the Province of Ontario, by accessing the Site, the user agrees that all matters relating to access to, or use of, the Website, or any other hyperlinked Site, shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The user also agrees and hereby submits to the exclusive personal jurisdiction and venue of the courts of the Province of Ontario and acknowledges that the user does so voluntarily and is responsible for complying with local laws.

No Solicitation

The Site and the information contained herein do not constitute an offer or solicitation of an offer for the purchase or sale of any product, services, or securities.

Miscellaneous

These Terms and Conditions, including the AOLS Privacy and Access Code, which is a binding part of these Terms and Conditions, and other documents referenced herein constitute the entire agreement between the AOLS and you with respect to your use of this Site. AOLS's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. If any of the Terms and Conditions is determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions hereof. This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

Privacy Notice

We believe that your personal information deserves protection. While you can visit the Site without registering or providing any personal information, you may need to provide some information on forms submitted by fax, email or mail. The personal information requested is necessary to process your request and will be used for the exclusive use of the submission.

Use of Your Personal Information

The AOLS collects information only for the following purposes:

- a) To establish and maintain responsible commercial relations and to provide ongoing services;
- b) To identify member or client preferences;
- c) To develop and enhance products and services;
- d) Meet legal and regulatory requirements;
- e) To carry out its regulatory functions under the Act and the Regulations.

The AOLS may also use personal account information and data collected through your personal identification to generate statistics and aggregate reports for internal use only. These statistics and aggregate reports will not contain any personally identifiable information. Your identity is kept anonymous.

Your personal information will not be used for any other purpose without your consent.

Protection of Your Personal Information

The AOLS has adopted a privacy policy by By-law. The By-law is reproduced below and applies to your relationship with AOLS through this Site:

[Insert By-law 2004-2]

Client and Member Relations

Access to your Personal Information

If you wish to consult the personal information that we have on you and help us keep it up to date feel free to contact us by email at: admin@aols.org or call 416-491-9020.

Complaints

If you wish to make a complaint regarding our website, please contact the Executive Director by email at: admin@aols.org or call 416-491-9020 or write at:

Association of Ontario Land Surveyors
1043 McNicoll Avenue
Toronto, Ontario
M1W 3W6

If you are not satisfied after having dealt with us, you may write to the Office of the Information and Privacy Commissioner/Ontario at:

IPC/Ontario
2 Bloor Street East
Suite 1400
Toronto, Ontario
M4W 1A8

Tel: 416-326-3333
Toll Free: 1-800-387-0073
Fax: 416-325-9195
Website: www.ipc.on.ca
Email: info@ipc.on.ca