

Venn Innovation membership

Terms & conditions

Last updated: January 5, 2022

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE SIGNING UP FOR OUR MEMBERSHIP

The following Terms and Conditions govern and apply to your use of or reliance upon this website maintained by Venn Innovation, for the purpose of becoming our member.

ACCEPTANCE OF TERMS

- When you submit the membership registration form, you indicate you have read, understood, and agreed to be bound by these Terms and Conditions, and any other applicable laws, statutes and/or regulations. We may change these Terms and Conditions at any time without notice, effective upon its posting to the website. Your continued use of the website will be considered your acceptance to the revised Terms and Conditions.
- You represent and warrant to Venn Innovation that you have the capacity to enter into a legal agreement in the province, state, territory, or country in which you reside. You also represent and warrant to Venn Innovation that you have the capacity to enter into a legal agreement on behalf of the company that is becoming a member of Venn Innovation. If you do not have the said capacities, do not submit this request to become a member of Venn Innovation.
- You represent and warrant to Venn Innovation that your use of any service that we provide will not violate any applicable law or regulation in the province, state, territory, or country in which you reside. If you are unable or unwilling to do so, do not submit this request to become a member of Venn Innovation.

INTELLECTUAL PROPERTY

All intellectual property on this website is owned by us, which includes materials protected by copyright, trademark, or patent laws. All trademark, service marks and trade names are owned, registered and/or licensed by us. All content on the website, including but not limited to text, software, code, designs, graphics, photos, sounds, music, videos, applications, interactive features, and all other content is a collective work under Canadian and other copyright laws and is the proprietary property of the company. All rights reserved.

USE OF COMPANY MATERIAL

We may provide you with certain information and material as a part of the membership benefits, including but not limited to documentation, data or information developed by us and other material which may assist in the use of our website, physical space, or services. Nothing in these Terms and Conditions may be interpreted as granting any licence of intellectual property rights or physical property rights to you.

PAYMENT

When you purchase the membership on our site, you agree to provide a valid instrument to make a payment. Pay attention to the details of the transaction as your total price may include taxes, fees, and other costs, all of which you are responsible for.

When you provide a payment instrument, you confirm that you are permitted to use that to make a payment. You authorize us and our designated payment processor to charge the full amount to the said instrument. You also authorize us to collect and store that funding instrument, along with other related transaction information, should your package be a recurring subscription.

If you pay by credit or debit card, our third-party service provider, Stripe, may obtain a pre-approval from the issuer of the card for an amount as high as the full price. If you cancel a transaction before completion, this pre-approval may result in those funds not being immediately available to you.

We may cancel any transaction that we believe violates these Terms, or if we believe in doing so may prevent financial loss.

In order to prevent financial loss to you or to us, we may contact your funding instrument issuer, law enforcement, or affected third parties (including other users) and share details of any payments you are associated with if we believe doing so may prevent financial loss or a violation of law.

ORDERING AND QUOTES

The number of employees (company size) for which you have purchased our membership is indicated on the order form. Usage in excess of these numbers will result in additional costs.

The “term” for memberships is annual and your membership will be automatically renewed annually. You will be invoiced in January of every year and invoices are due and payable within thirty (30) days from the invoice date. Failing this will result in the termination of

this membership agreement with Venn Innovation. When you renew your membership annually, you also agree to renewing this agreement and our terms.

Membership rates displayed on the website exclude GST, HST, PST or other similar VAT, sales or use tax. These will be applied at the time of checkout.

KEEPING YOUR PAYMENT DETAILS UP-TO-DATE

The “term” for memberships is annual and your membership will be automatically renewed annually. Should you need to update details that affect the membership package and payment, like your payment instrument details or changes to the number of full-time employees, you can do so via <https://subscriptions.zoho.com/portal/venninnovationinc>. Your login information will be sent to you after your first payment is successful.

PROTECTION OF PRIVACY

The information we gather from you to register you as a member, to process your payment, and to manage your annual subscription are managed via third-party providers Stripe and Zoho.

Through the use of our website, the membership registration form, you may provide us with certain information about yourself and the company you represent. By submitting the information to us, you are authorizing us to use the information in Canada and any other country we/the third-party providers may operate in.

We may receive information from external applications you use to access our website, or we may receive information through various web technologies, such as cookies, log files, clear GIFs, web beacons or others.

We use the information gathered from you to we may also track certain passive information we receive to improve our marketing and analytics, and for this, we may work with third-party providers, including marketing agencies.

If you would like to disable our access to any passive information, you may choose to disable cookies in your web browser.

REVERSE ENGINEERING & SECURITY

You may not undertake any of the following actions:

- a) Reverse engineer or attempt to reverse engineer or disassemble any code or software from or on the website

- b) Violate the security of the website through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network

You are prohibited from

- i) attempting to use or gain unauthorized access to our or to any third-party's networks or equipment
- ii) permitting other individuals or entities to copy any solutions, resources or information provided to you as a Venn Innovation member
- iii) interfering or attempting to interfere with a service or program we offer
- iv) engaging in fraudulent, offensive, or illegal activity of any nature or any activity that infringes the intellectual property rights or privacy rights of any individual or third-party
- v) restricting, inhibiting, or otherwise interfering with the ability of any company or individual, regardless of intent, purpose, or knowledge, to use or enjoy the benefits of programs, services, or membership with Venn Innovation
- vi) restricting, inhibiting, interfering with, or otherwise disrupting, or causing a performance degradation to any Venn Innovation facilities

INDEMNIFICATION

You defend and indemnify Venn Innovation and any of its affiliates and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the membership, your breach of these Terms and Conditions, or your conduct and actions. We will select our own legal counsel and may participate in our own defense if we wish to do so.

REVISION TO ONLINE TERMS

Any revisions to this Agreement are not effective until the underlying membership is renewed or extended following the date, we publish revisions on our website.

ENTIRE AGREEMENT

This Agreement is the entire agreement between you and Venn Innovation with respect to memberships and supersedes all prior oral and written understandings, communications or agreements between you and Venn Innovation for the same.

JURISDICTION AND VENUE

The parties agree that any dispute will be brought exclusively to the courts located in Moncton, New Brunswick. The parties further agree to submit to the personal jurisdiction of courts located in Moncton, New Brunswick, and agree to waive any objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts. No Class Actions. NEITHER CUSTOMER NOR VENN INNOVATION WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS OR PURSUE ANY CLAIM AS A REPRESENTATIVE OF A CLASS ACTION.