

OSCARplus Terms of Use

1. Acceptance of Terms

These Terms of Use (the "Terms") are supplemental to the [Notice of Disclaimer and Terms of Use](#) generally applicable to the McMaster University Website (www.mcmaster.ca) and related websites.

By accessing any part of the OSCARplus Website, www.oscarplumcmaster.ca (the "Site"), you agree to the Terms.

The Terms may be changed from time to time, without any prior notice. It is your responsibility to check the terms each time you access the Site.

2. Use of the Site

The Site is a no fee service offered by McMaster University. All information is provided on an "as is" basis. McMaster makes no representations or warranties of any kind and disclaims all expressed and implied representations, warranties and conditions. McMaster assumes no responsibility to you or any third party for the consequences of any error or omission. You expressly acknowledge that information contained on the Site may be provided by third parties and any such information and its content are not the responsibility of McMaster University. McMaster University assumes no liability for such content or information.

3. Release

You agree to release and hold harmless McMaster University from and against any and all liability, claims, damages, actions, and costs, arising out of or in connection with your use of the Site or your breach of any of these Terms of Use.

4. Limitation of Liability

McMaster University shall not be liable to you and/or any third party for any damages of any kind arising out of or relating to the use of, reliance upon or inability to use the Site, including but not limited to, any lost profits, lost opportunities, special, incidental, indirect, consequential or punitive damages, regardless of your advice to McMaster University to the contrary.

5. Termination

McMaster University reserves the right to terminate or restrict your use of the Site at any time and for any reason in its sole, absolute and unfettered discretion. McMaster University also reserves the right to terminate the Site entirely, or modify it, as it sees fit.

6. No Endorsement or Guarantee

Neither McMaster University nor any of its officers, directors, employees, or agents makes any endorsement or guarantee regarding any information that may appear on the Site, of whatever origin. McMaster cannot and does not warrant the accuracy, completeness, timeliness, non-infringement, merchantability or fitness for a particular purpose of any information available through any third party links posted on the Site and disclaims any opinions expressed on such sites.

7. Intellectual Property

The materials located on the Site are protected by copyright, trademark and other forms or proprietary rights and are owned or controlled by McMaster University or any other party credited as the provider of the information.

8. System Integrity

You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site. You may not take any action, which imposes an unreasonable or disproportionately large load on McMaster University infrastructure.

9. Governing Law

This agreement shall be construed and enforced in accordance with the laws of the Province of Ontario.

10. Entire Agreement

This agreement constitutes the entire agreement between you and McMaster University and supersedes all other agreements. No other representations or warranties are made, save for those contained within this Agreement. Any failure to insist upon or enforce strict performance of any provisions of these Terms of Use is not to be construed as a waiver of any provision or right. If any of the provisions contained in these Terms of Use is determined to be void, invalid, or unenforceable, then such determination does not affect the remaining provisions. The Terms are binding upon you, your heirs, executors, administrators, successors and permitted assigns.

11. Privacy

McMaster University has issued a statement on the collection of personal information and the protection of privacy, and the University complies with Ontario's Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31. Links to these documents and other related information are available on McMaster's [University Secretariat](#) website.

Questions about access to information and the protection of privacy at McMaster University should be referred to the [Freedom of Information & Protection of Privacy Officer](#).