

## **CONDITIONS FOR ACCESS AND LEGAL DISCLAIMER**

Welcome to Moose and Goose which products and services are displayed in [www.magtrademarks.com](http://www.magtrademarks.com) and [www.magtrademarks.ca](http://www.magtrademarks.ca). All access to, and any use of, MAG and any Web page or Internet site established by Moose and Goose, programs or divisions, is governed by the following disclaimers and limits on use.

### **DISCLAIMER INFORMATION**

#### **Disclaimer of Liability**

MAG nor its contributors shall be held liable for any improper or incorrect use of the information described and/or contained herein and assumes no responsibility for anyone's use of the information. In no event shall MAG or its contributors be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to: procurement of Trademarks; loss of use, data, or profits; or missed deadlines or business interruption) however caused and on any theory of liability, whether in contract, strict liability, tort (including negligence or otherwise), or any other theory arising in any way out of the use of this system, even if advised of the possibility of such damage. This disclaimer of liability applies to any damages or injury, whether based on alleged breach of contract, tortious behavior, negligence or any other cause of action, including but not limited to damages or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, and/or theft, destruction or unauthorized access to, alteration of, or use of any record. Any opinions we offer as regards to the outcome of your matters are expressions of our professional judgment and cannot be regarded as guarantees. Such opinions are limited by our knowledge of the facts and based on the provisions of the law at the time they are expressed.

#### **Indemnification**

User agrees to defend, indemnify, and hold harmless. MAG, its contributors, any entity jointly created by them, their respective affiliates and their respective directors, officers, employees, and agents from and against all claims and expenses, including attorney's fees, arising out of the use of the on-line service by user or user's account.

#### **Disclaimer of Warranties/Accuracy and Use of Data/Computer Viruses**

Although the data found using MAG access systems have been produced and processed from sources believed to be reliable, no warranty expressed or implied is made regarding accuracy, adequacy, completeness, legality, reliability, or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of the information.

MAG provides this information on an “AS IS” basis. All warranties of any kind express or implied, including but not limited to the IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, freedom from contamination by computer viruses and non-infringement of proprietary rights ARE DISCLAIMED. Changes may be periodically added to the information herein; these changes may or may not be incorporated in any new version of the publication. If the user has obtained information from MAG from a source other than [www.magtrademarks.com](http://www.magtrademarks.com) and [www.magtrademarks.ca](http://www.magtrademarks.ca) the user must be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out-of-date. It is recommended that the user pay careful attention to the contents of any metadata associated with a file, and that the originator or the data or information be contacted with any questions regarding appropriate use. If the user finds any errors or omissions, we encourage the user to report them to MAG.

### **Disclaimer: Search**

The trademarks search includes trademarks which appeared in the Trademarks Office database in the jurisdiction where the search is performed as of the date of the search. Trademark applications filed in the Trademarks Office after the date of the search will not be disclosed by the search. Trademarks that are simply in use but not presented for registration are not disclosed by the search.

This search does not consider the rights of applicants claiming Convention Priority which have not yet been made of record or filled within the six-month statutory period. The availability opinion has been formulated with only the information available in the database as of the date of the search.

Please note that MAG only searches the Federal US Trademark database (not each State database) in case of US searches. Federal registration is always the best and recommended. For other jurisdictions, only the Trademark Office database of the jurisdiction where the search is performed will be searched.

The opinion is based solely on the information provided by the databases as it relates to pending and registered marks. The search does not include common law sources (such as telephone directories, trade directories, company registries) for marks that may be in use but not the subject of an application or registration. As such, MAG cannot assume responsibility for marks that may be in use without the benefit of an application or registration.

MAG assures that all reasonable steps are taken to ensure the completeness of the search. However, due to the subjective nature of Trademark searches, and the incomplete or inaccurate data provided by the published databases, MAG cannot assume liability for any accuracy or completeness.

## **Disclaimer of services rendered**

MAG will do its best to register a trademark but cannot guarantee registration of any trademarks. If a trademark is refused by a relevant Trademarks Office or opposed by a 3rd party, MAG cannot be held liable if a trademark does not obtain registration. MAG is not a law firm. MAG offers trademark registration services and MAG employs registered trademark agents, lawyers, paralegals, and assistants. Please note that only lawyers can provide legal advice.

## **Disclaimer of Endorsement**

MAG is a distributor of content sometimes supplied by third parties and users. Any opinion, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, users, or others, are those of the respective author(s) or distributor(s) and do not necessarily state or reflect those of MAG.

Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not constitute or imply its endorsement, recommendation, or favoring by MAG and such reference shall not be used for advertising or product endorsement purposes.

## **Disclaimer: Links**

Neither MAG nor its contributors is responsible for the contents of any off-site pages that reference, or that are referenced by MAG. The user specifically acknowledges that neither MAG, nor its contributors is liable for any defamatory, offensive, misleading or illegal conduct of other users, links, or third parties and that the risk of injury from the foregoing rests entirely with the user.

Links from [www.magtrademarks.com](http://www.magtrademarks.com) and [www.magtrademarks.ca](http://www.magtrademarks.ca) on the World Wide Web to other sites, or from other sites to MAG, do not constitute an endorsement by MAG. These links are for convenience only. It is responsibility of the user to evaluate the content and usefulness of information obtained from other sites.

This web site contains links to other sites. When you link to another site, you are no longer on the [www.magtrademarks.com](http://www.magtrademarks.com) and [www.magtrademarks.ca](http://www.magtrademarks.ca) web sites and are subject to the privacy policies and other practices of the new site. MAG has no control over and is not responsible for the information, practices or content of these or any other sites and your participation in promotions or services of any kind with any third party found on or through this site, or your correspondence or business dealings of any kind with any third party found on or through this site, including without limitation, payments, warranties, or representations associated with such dealings, are solely between you and that third party.

MAG does not, by way of its links to other sites, endorse, adopt, recommend, promote or support products, positions, statements made or taken by parties controlling the other sites.

MAG is not responsible or liable for any loss or damage of any sort incurred as the result of your dealings with third party advertisers, or as the result of the presence of such advertisers on the web site.

### **Disclaimer of Duty to Continue Provision of the Data**

Due to the dynamic nature of the Internet, resources that are free and publicly available one day may require a fee or restrict access to the next, and the location of items may change as menus, homepages, and files are reorganized. User expressly agrees that use of MAG is at the user's sole risk. Neither MAG, any entity jointly created by them, any of their affiliates, or any of their respective directors, officers, employees, agents, third party content providers or licensors warrants that the service will be uninterrupted or error free.

### **Choice of Law**

Construction of the disclaimers above and resolutions of disputes thereof are governed by the laws of Ontario.

### **Copying of Documents**

MAG authorizes the user to copy, for non-commercial use only, documents published by MAG on the World Wide Web. In consideration of this authorization, the user agrees that any copy of these documents which the user makes shall retain all copyright and other proprietary notices that may be contained therein.

Each individual document published by MAG on the World Wide Web may contain other proprietary notices and copyright information relating to that individual document. Nothing contained herein shall be construed as conferring by implication or otherwise any license or right under any patent or trademark of MAG or any third party. Except as expressly provided above, nothing contained herein shall be construed as conferring any license or right under any MAG copyright.

Although MAG strives for accuracy in its publications, any publications may contain inaccuracies or typographical errors. Changes, corrections and improvements may be made periodically to these publications, and will be incorporated in new versions of these publications. MAG may make changes, corrections and/or improvements in its publications, and/or the products, programs or services described in those publications, at any time without notice.

Copies of all relevant and necessary documents will be provided to you safekeeping in your records and files. Further, copies of the official trademark documents can be purchased from the government office in the event that they are unaccounted for in the future. Please note MAG keep no physical records and our office is fully electronic. You agree that MAG have no further responsibility in respect of file/records retention upon closing of our file.