

Otto by Oxford Terms of Use

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Minimum age

By using the App or Oxford's services, you represent that you are at least 16 years of age. If you are between 16 years of age and the age of majority in the jurisdiction in which you are using the App, you must only use the App under the supervision of your parent or legal guardian who agrees to these Terms

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Accurate information

You may not submit any content to the App that is purposely inaccurate, impersonates another person or falsifies information. You agree to provide accurate information to the App and keep that information up to date.

Creating a profile

In order to use the App, you must provide VTS with your name and email address. This information is used to create a profile for you. Your profile is personal to you. You may not lend or allow another person to use your profile. You are responsible for all activity under your profile.

Do not take our property or any third party's property

You are not permitted to use any scripts or technologies to crawl, scrape, spider, index, or frame any page or content in the App or to reverse engineer or attempt to obtain the source code of the App.

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In some cases, an update or upgrade may be installed automatically.

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Quebec

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Indemnification

You agree to defend, indemnify, and hold Oxford and its directors, officers, employees and representatives harmless from and against any and all liabilities, claims, damages, costs, and expenses, including lawyer's fees and expenses and court costs and awards, arising from or related to your misuse of the App or Oxford's services, providing Oxford with inaccurate or fraudulent information, or any other breach by you of these Terms of Use. Oxford reserves the right to choose counsel if Oxford does not agree with your choice. Oxford also reserves the right to assume control of any defence. You agree to cooperate with Oxford in the defence of any claim whether or not Oxford assumes defence of it. You will not settle any claim that involves injunctive relief or mandatory orders against Oxford without Oxford's consent.

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Governing law and disputes

(Not applicable in Quebec) These Terms of Use and all related matters are governed solely by the laws of the Province of Ontario, Canada, the applicable federal laws of Canada without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Subject to the provisions relating to Arbitration below, any dispute between you and Oxford arising out of or relating to these Terms of Use shall be resolved before the courts located in the Province of Ontario, sitting in the City of Toronto.

If you are a resident of Quebec when you use the App, these Terms of Use and all related matters are governed solely by the laws of the Province of Quebec, Canada, the applicable federal laws of Canada without regard to conflict of laws principles and all disputes shall be resolved before the Courts of Quebec, sitting in the City of Montreal. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Arbitration, class action waivers, no jury trial

This section applies if you reside in the United States of America.

Binding Arbitration

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES OR CLAIMS BETWEEN YOU AND OXFORD ARISING OUT OF, RELATING IN ANY WAY TO, OR IN CONNECTION WITH THE USE OF OTTO OR ANY OXFORD SERVICES SHALL BE RESOLVED EXCLUSIVELY BY FINAL, BINDING ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE GIVING UP THE RIGHT TO GO TO COURT AND HAVE A DISPUTE HEARD BY A JUDGE OR JURY.

The provisions of this section shall constitute a written agreement with Oxford to arbitrate disputes under the Federal Arbitration Act (United States). The arbitration shall be administered by the American Arbitration Association and conducted before a single arbitrator pursuant to its rules, including, without limitation, the American Arbitration Association's Consumer-Arbitration Rules, available at <https://www.adr.org/consumer>. The arbitrator will apply and be bound by this section, apply these Terms of Use and applicable law to the facts, and issue a reasoned award, if appropriate.

To begin an arbitration proceeding, you must submit the dispute by utilizing the forms available at <https://www.adr.org/consumer>, and by simultaneously sending a copy of the completed form to the following address: Legal Department, Oxford Properties Group, 100 Adelaide Street West, Suite 900, Toronto, Ontario, Canada M5H 0E2.

Payment of all filing, administration, and arbitrator fees will be governed by the American Arbitration Association rules. In the event the American Arbitration Association is unavailable or unwilling to hear the dispute, you will cooperate with Oxford to select another arbitration provider.

No Class Actions

You agree that you will bring any claim against Oxford in your individual capacity and not as part of a class arbitration, class proceeding, or representative action.

No Jury Trial

If for any reason a claim or proceeding in a court is permitted, you waive any right to a jury trial.

Export Controls

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Entire Agreement, Severability, Assignment, Termination

Entire Agreement

These Terms of Use, the App Privacy Notice <link>, and all other disclaimers and warnings on the App constitute the entire agreement between you and Oxford.

Severability

If any provision of these Terms of Use is held by a court or arbitrator to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect.

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You may not assign your rights and obligations under these Terms of Use. Oxford may assign its rights and obligations under these Terms of Use without your consent.

Termination

If you terminate or Oxford suspends your account or these Terms of Use are terminated for any reason, you and Oxford will continue to be bound by these Terms of Use regarding any matter arising out of or relating to your prior access to and use of the App.

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