

The Lava Dome Terms of Use

Overview

Welcome to The Lava Dome!

The Lava Dome is a resource listings service managed by Volcano Theatre in Toronto. We're a not-for-profit arts organization trying to do good things for our community. As such, we have no tolerance for:

Hate / Violence / Discrimination

You know what we mean, and it's 100% not okay.

Don't be a Jerk

Messing up people's places and property, misrepresenting yourself and your offerings, being misleading, impolite, and disrespectful to other members of the arts community...don't be THAT person.

Abusing the Service

The Lava Dome's purpose is pretty straightforward and easy to use. Don't mess with the system, don't post stuff that doesn't fall under one of the four categories.

We have a small staff, limited resources, and no time to moderate bad behavior or listen to excuses. If you violate any of the terms of this service, you'll lose your membership. No second chances.

Be good to each other and do good things.

The Volcano Team

A Few More Specifics

The Lava Dome is meant for the following purposes:

Accommodations

- Members may offer their residential property for temporary, short-term, or long-term rentals
 - Example: an actor going on tour can sublet his or her primary residence to other Members while they're out of town
- Members may post listings advertising their housing needs, which other Members (who have the property to meet these needs) may respond to.
 - Example: a company manager looking for places to billet visiting artists

Equipment

- Members can post permanent listings for production equipment they have available for rent by other artists and companies.
 - Example: Volcano has three 5,000 lumen projectors available for rent. We keep the specs on The Lava Dome!

Venues

- Members can post permanent listings for venues that are available to artists for rent.
 - Example: a theatre can post about its rehearsal space and include tech specs, equipment lists, and other pertinent details for prospective renters.
- Members can post about last-minute availability in their spaces
 - Example: after a cancellation, a theatre can post that it has an odd 9-day availability for a discounted rate.

Workshops

- Members can post about classes, courses, workshops, and other professional development opportunities available for members of the arts community
 - Example: Volcano hosts a free, 3-day creation lab for young and student artists. We'll use The Lava Dome to let you know when registration is open!

The Lava Dome allows Members to fill out all kinds of details about their Accommodation, Equipment, Venue, and/or Workshop. The more detailed you are, the easier it will be for other Members to find your listing!

Lava Dome Accounts may be created for individual use only. Accounts are non-transferable and for the sole use of the registrant. Exceptions are made for organizations, such as an arts company or venue, which may create an account to represent the organization and be used by individuals directly employed by said organization. We ask that companies only register one account in their name, and encourage staff that would like to use The Lava Dome for personal use to create their own Member accounts.

Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES.

The Lava Dome is an online platform managed by Volcano Non-Profit Productions Inc. (hereafter referred to as "Volcano," "we," "us," or "our") that connects members of the Toronto, Canadian, and international arts communities with one another to share resources including, but not limited to, temporary accommodation, equipment, rehearsal / performance venues, and professional development workshops (the use of such online platform and related communication service, the "Services"). These services are accessible at www.lavadome.ca and any other website through which Volcano makes the Services available (collectively, the "Site"). By using the Site, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"), whether or not you have become a registered user of the Services. These terms govern your access to and use of the Site, Services, and all Collective Content (meaning Member Content, Volcano Content, Advertiser Content, etc.), and constitutes a binding legal agreement between you and Volcano. Please read carefully these

Terms and our Privacy Policy, which is incorporated by reference into these Terms. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site or Services. Failure to use the Site in accordance with these Terms may subject you to civil and criminal penalties.

THE SITE AND SERVICES COMPRISE AN ONLINE PLATFORM THROUGH WHICH MEMBERS (DEFINED BELOW) MAY CREATE LISTINGS (DEFINED BELOW) FOR ACCOMMODATIONS (DEFINED BELOW), EQUIPMENT (DEFINED BELOW), VENUES (DEFINED BELOW), OR WORKSHOPS (DEFINED BELOW); AND BROWSE AND RESPOND TO POSTINGS FOR ACCOMMODATIONS, EQUIPMENT, VENUES, AND/OR WORKSHOPS. YOU UNDERSTAND AND AGREE THAT VOLCANO IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN MEMBERS. VOLCANO HAS NO CONTROL OVER THE CONDUCT OF MEMBERS, SERVICES, OR ANY ACCOMMODATIONS / EQUIPMENT / VENUES / WORKSHOPS, AND DISCLAIMS ALL LIABILITY IN THIS REGARD.

Key Terms

“Content” means text, graphics, images, information or other materials.

“Member” means a person who completes Volcano’s account registration process, including, but not limited to independent artists, arts workers and representatives of arts organizations.

“Listing” means a single listing promoting the availability of Accommodation, Equipment, Venues, or Workshops on the Site and Services.

“Accommodation” means any dwelling or place of residence that the Member is legally entitled to rent or otherwise make available to other Members, whether for short-term or long-term agreements.

“Equipment” means any capital including, but not limited to, lights, projectors, set, costumes, or other materials for the purpose of creating or facilitating the production of art, that the Member is legally entitled to rent or otherwise make available to other Members, whether for short-term or long-term agreements.

“Venue” means any space the Member is legally entitled to rent or otherwise make available to other Members for the purpose of creating, producing, or exhibiting art.

“Workshops” means any class, course, or any professional development activity, conducted in person or online, whether free or with fees attached, meant to offer training in any given artistic discipline, or arts management field.

“Volcano Content” means all Content that Volcano makes available through the Site or Services, including any Content licensed from a third party, but excluding Member Content.

“Member Content” means all Content that a Member posts, uploads, submits or transmits to be made available through the Site or Services.

“Advertiser Content” means all Content that Advertisers post, uploads, submits or transmits to be displayed on the Site in designated advertising spaces.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE OR SERVICES, OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, YOU ARE INDICATING YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE OR SERVICES, OR ANY CONTENT. IF YOU ACCEPT OR AGREE TO

THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY TO THESE TERMS AND, IN SUCH EVENT, “YOU” AND “YOUR” WILL REFER AND APPLY TO THAT COMPANY OR OTHER LEGAL ENTITY.

Modification

Volcano reserves the right, at its sole discretion, to modify the Site or Services or to modify these Terms at any time and without prior notice. If we modify these Terms, we will post the modification on the Site or provide you with notice of the modification. By continuing to access or use the Site or Services after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and Services.

Eligibility

The Site and Services are intended solely for persons who are 18 or older. Any access to or use of the Site or Services by anyone under 18 is expressly prohibited, unless consent from a parent or guardian is provided to – and accepted by – the Lava Dome administrators. By accessing or using the Site or Services you represent and warrant that you are 18 or older, or have been given consent to use the Site and Services as a minor by both your parent and / or guardian, and the Lava Dome administrators.

How the Site and Services Work

The Site and Services can be used to facilitate the listing and booking of residential or commercial properties (Accommodation and Venues), or equipment intended for the creation and production of art (Equipment), and advertising of professional development opportunities (Workshops), by and for members of the arts community, who are registered Members of the Site. Such Accommodations, Equipment, Venues, and Workshops are including in Listings on the Site and Services by Members. You may view and create Listings only as a registered user of the Site, and create a Lava Dome Account (defined below). In offering The Lava Dome to Members, Volcano makes available a platform or marketplace for Members to meet online and arrange for bookings of Accommodations, Equipment, Venues, and advertise Workshops. Nor does Volcano own or operate Equipment or Workshops except those explicitly listed on The Lava Dome as Volcano-owned Equipment, or Volcano-produced Workshops; and is in no way an owner or affiliate of properties or professional development opportunities advertised in the Listings. Volcano’s responsibilities are limited to facilitating the availability of the Site and Services.

PLEASE NOTE THAT, AS STATED ABOVE, THE SITE AND SERVICES ARE INTENDED TO BE USED TO FACILITATE THE BOOKING OF ACCOMMODATIONS, EQUIPMENT, VENUES, AND ADVERTISING WORKSHOPS. VOLCANO CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS AND THE CONDITION, LEGALITY OR SUITABILITY OF ANY ACCOMMODATIONS, EQUIPMENT, VENUES, OR WORKSHOPS. VOLCANO IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS AND ACCOMMODATIONS, EQUIPMENT, VENUES, AND / OR WORKSHOPS. ACCORDINGLY, ANY BOOKINGS WILL BE MADE AT THE MEMBER’S OWN RISK.

Account Registration

In order to access the Site and Services, and to book an Accommodation, Equipment, Venue, or Workshop, or create a Listing, you must register to create an account (“Lava Dome Account”) and become a Member. You may register to access the Services directly via the Site. Registrations will be finalized by Volcano Staff upon

confirmation that the prospective Member is indeed an artist, arts worker, arts volunteer, fine arts student, or otherwise member of the arts community in Toronto, Canada, or Internationally, and any registration is subject to Volcano's approval, in its sole discretion. Members of Volcano's Housing List email listserv will be automatically granted a Lava Dome Membership, as confirmation of arts community status has already been received.

No Member may have more than one (1) active Lava Dome Account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. Volcano reserves the right to suspend or terminate your Lava Dome Account and your access to the Site and Services if you create more than one (1) Lava Dome Account or if any information provided during the registration process or thereafter proves to be inaccurate, not current, or incomplete. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Lava Dome Account, whether or not you have authorized such activities or actions. You will immediately notify Volcano of any unauthorized use of your Lava Dome Account.

Listings

As a Member, you may create Listings. To this end, you will be required to provide information on a variety of items related to the Accommodation, Equipment, Venue, or Workshop to be listed, including, but not limited to, the location, capacity, size, features, availability, and pricing and related rules and financial terms. Listings will be made publicly available to Members via the Site and Services. Other Members will be able to express interest in or to book your Accommodation, Equipment, Venue or Workshop by contacting you directly based upon the information provided in your Listing. You understand and agree that once a Member contacts you to request a booking of your Accommodation, Equipment, or Venue, or to attend your Workshop, the price for such a booking may not be altered.

You acknowledge and agree that you are responsible for any and all Listings you post. Accordingly, you represent and warrant that any Listing you post and the booking of an Accommodation or Venue / use of Equipment / attendance at a Workshop that you post (i) will not breach any agreements you have entered into with any third parties and (ii) will (a) be in compliance with all applicable laws, tax requirements, and rules and regulations that may apply to any Accommodation, Equipment, Venue, or Workshop included in a Listing you post, including, but not limited to, zoning laws and laws governing rentals of residential and other properties and (b) not conflict with the rights of third parties. Please note that Volcano assumes no responsibility for a Member's compliance with any applicable laws, rules, and regulations. Volcano reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Volcano, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms, or otherwise harmful to the Site or Services. Volcano further reserves the right, at any time and without prior notice, to suspend or remove a Member from the Site and Services for any reason, including activity that Volcano, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms, or otherwise harmful to the Site or Services.

You understand and agree that Volcano does not act as an insurer or as a contracting agent for Members. Any agreement that you enter into with another Member with respect to an Accommodation, Venue, Equipment or Workshop is between you and the Member and Volcano is not a party thereto. It is the Members' responsibility to come to a mutually agreed upon contract relating to the use of advertised services or property, and to set the terms of the contract independent of Volcano including, but not limited to, accurate sharing of contact information, payment schedules, rules and restrictions for use of property, and any other condition of said

contract. You acknowledge and agree that you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise present at the Accommodation, Venue, or Workshop or who use the Equipment.

Volcano recommends that Members obtain appropriate insurance for their Accommodations, Equipment, Venues, and Workshop activities. Please review any insurance policy that you may have for your service carefully, and in particular please make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of booking Members (and the individuals the Member permits to use the space, service or Equipment, if applicable).

No Endorsement

Volcano does not endorse any Member, Accommodation, Equipment, Venue, or Workshop on the Lava Dome and does not guarantee or otherwise assure the provision of any facilities or services, or payments by, Members. Members are required by these Terms to provide accurate information, and although Volcano undertakes to confirm that Members are indeed participants in the arts community with a vested interest in the quality and well-being of the sector, we do not make any representations about, confirm, or endorse any Member or the Member's purported identity, suitability, creditworthiness or background. We therefore recommend that you always exercise due diligence and care when deciding whether to stay with a Member or at their Accommodation, use their Equipment, rent their Venue, or attend their Workshop, or to have any other interaction with any other Member. Except as provided in the Lava Dome Terms and Conditions, which is an agreement between Volcano and Members, we are not responsible for any damage or harm resulting from your interaction with other Members.

By using the Site or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from Volcano with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Members on the Site and Services regarding any bookings or Listings made by you.

Bookings of Accommodations, Equipment, Venues, and/or Workshops; and their Financial Terms

The Members, not Volcano, are solely responsible for setting and honouring the terms of any agreement in respect of Accommodation, Equipment, Venue, or Workshop. You acknowledge and agree that you, and not Volcano, will be responsible for performing the obligations of any such agreements, that Volcano is not a party to such agreements, and that Volcano disclaims all liability arising from or related to any such agreements.

Security Deposits

Members may choose to include security deposits as a requirement in their Listings. If a Security Deposit is required, the Listing will state this fact and describe the amount.

Member Standards

As a Member, you agree to represent yourself and your offerings – be they Accommodations, Equipment, Venues, or Workshops – honestly and with integrity. Members will ensure that Equipment they post in Listings is in good working condition, suitable for professional use and advertised honestly to other Members.

Accommodations and Venues posted in Listings must meet the appropriate standards of cleanliness, safety, upkeep, and quality that would be expected by any reasonable person.

User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, and regulations that may apply to your use of the Site, Services, and Collective Content. In connection with your use of the Site, Services, and Collective Content, you may not and you agree that you will not:

- Violate any local, provincial / territorial / state, national, international, or any other law or regulation, or any order of a court;
- Use manual or automated software, devices, scripts, robots, or other means or processes to access, “scrape,” “crawl,” or “spider” any web pages or other services contained in the Site, Services, or Collective Content;
- Use the Site, Services, or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms;
- Copy, store, or otherwise access any information contained on the Site, Services, or Collective Content for purposes not expressly permitted by these Terms;
- Infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity, or contractual rights;
- Interfere with or damage our Site or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- Use our Site or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card, or account numbers;
- Use our Site, Services, or Collective Content in connection with the distribution of unsolicited commercial email (“spam”) or advertisements;
- “stalk” or harass any other user of our Site, Services, or Collective Content, or collect or store any personally identifiable information about any other Member other than for purposes of transacting with another Member in a mutually agreed upon contract pertaining to the booking of Accommodation, Equipment, Venue, and/or Workshop;
- offer, as a Member, any Accommodation, Equipment, Venue, or Workshop that you do not yourself own or have permission to rent or otherwise make available (without limiting the foregoing, you will not list Accommodations as a Member if you are serving in the capacity of a rental agent or listing agent for a third party);
- offer, as a Member, any Accommodation or Venue that may not be rented or subleased pursuant to the terms and conditions of an agreement with a third party, including, but not limited to, a property rental agent;
- register for more than one Lava Dome Account or register for a Lava Dome Account on behalf of an individual other than yourself, or an entity / organization / company that is your direct employer;
- unless Volcano explicitly permits otherwise, enter into an agreement for any Accommodation if you will not actually be staying at the Accommodation yourself (exceptions are permitted in such instances as producers booking for visiting artists, or company managers booking rehearsal space for artists in their employ);
- contact a Member for any purpose unrelated to that Member’s Accommodations, Equipment, Venue, Workshop, or Listing;

- recruit or otherwise solicit any Member to join third-party services or websites that are competitive with the Lava Dome, without Volcano's prior written approval;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- use automated scripts to collect information from or otherwise interact with the Site, Services, or Collective Content;
- as a Member, submit any Listing with false or misleading price information, or submit any Listing with a price that you do not intend to honour;
- post, upload, publish, submit, or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to a civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar, or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
- systematically retrieve data or other content from our Site or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- use, display, mirror or frame the Site, Services or Collective Content, or any individual element within the Site, Services or Collective Content, Volcano's name, any Volcano or Lava Dome trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Site or Services without Volcano's express written consent;
- access, tamper with, or use non-public areas of the Site or Services, Volcano's computer systems, or the technical delivery systems of Volcano's providers;
- attempt to probe, scan, or test the vulnerability of any Volcano system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Volcano or any of Volcano's providers or any other third party (including another user) to protect the Site, Services, or Collective Content;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services or Collective Content; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

Volcano has the right to investigate and prosecute violations of any of the above to the fullest extent of the law.

Volcano may access, preserve, and disclose any of your information if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to (i) respond to claims asserted against Volcano or to comply with legal process (for example, subpoenas or warrants); (ii) enforce or administer our agreements with users, such as these Terms; (iii) for fraud prevention, risk assessment, investigation, customer support, product development, and de-bugging purposes; or (iv) protect the rights, property, or safety of Volcano, its users, or members of the public. You acknowledge that Volcano has no obligation to monitor your access to or use of the Site, Services or Collective Content, or to review or edit any Member Content, but has the right to do so for the purpose of operating and improving the Site and Services (including, without limitation, for fraud prevention, risk assessment, investigation, and customer support purposes), to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these

Terms. Volcano reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Volcano, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site or Services.

Ownership

The Site, Services, and Collective Content are protected by copyright, trademark, and other laws of Canada and foreign countries. You acknowledge and agree that the Site, Services, and Collective Content, including all associated intellectual property rights, are the exclusive property of Volcano and its licensors. You will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Site, Services, or Collective Content.

Advertising

Volcano offers Members space to advertise on the site for payment to Volcano, either in the form of cash or in Lava Dome advertising points, accumulated by the Member purchasing the advertisement. Volcano reserves the right to reject any advertisements from Members that contain explicit language or imagery that Volcano deems, in its sole discretion, as offensive or inappropriate.

Advertising points are accumulated by Members by taking actions on lavadome.ca as follows:

- logging in: 5 points per log-in, maximum login recorded is one per day.
- posting a Listing in either Housing, Equipment, Space or Workshops: 50 points
- completing additional profile information: 50 points
- clicking on a banner advertisement: 5 points, maximum login recorded is one per day.

Members can attribute their points to other Members (such as companies or producers) so that those Members can collect points towards advertisements. Points required for a free advertisement are 1000 points. Volcano reserves the right to review and amend the point system – including the number of points any action accumulates and the number of points required for an advertisement free of charge – at its discretion.

Lava Dome Content and Member Content License

Subject to your compliance with the terms and conditions of these Terms, Volcano grants you a limited, non-exclusive, non-transferable license, to (i) access and view any Lava Dome Content solely for your personal use (or the use of an arts organization for which you are a representative) and (ii) access and view any Member Content to which you are permitted access, solely for your personal use (or the use of an arts organization for which you are a representative). You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell transfer, publicly display, publicly perform, transmit, broadcast, or otherwise exploit the Site, Services or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Volcano or its licensors, except for the licenses and rights expressly granted in these Terms.

Member Content

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the Site and Services, you hereby grant to Volcano a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content on, through, by means of or to promote or market the Site and Services. Volcano does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.

You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site and Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Site and Services or you have all rights, licenses, consents and releases that are necessary to grant to Volcano the rights in such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Volcano's use of the Member Content (or any portion thereof) on, through or by means of the Site and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Links

The Site and Services may contain links to third-party websites or resources. You acknowledge and agree that Volcano is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Volcano of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

Some portions of the Lava Dome platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to Google's terms of use, located at, http://www.google.com/intl/en_us/help/terms_maps.html.

Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of Volcano used herein are trademarks or registered trademarks of Volcano. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site and Services ("Feedback"). You may submit Feedback by emailing us at info@volcano.ca. You acknowledge and agree that all Feedback will be the sole and exclusive property of Volcano and you hereby irrevocably assign to Volcano and agree to irrevocably assign to Volcano all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At Volcano's request and expense, you will execute documents and take

such further acts as Volcano may reasonably request to assist Volcano to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

Suspension, Termination and Lava Dome Account Cancellation

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your Lava Dome Account. If we exercise our discretion under these Terms to do so, your Lava Dome Account will be deactivated or suspended, your password will be disabled, and you will not be able to access the Site and Services, your Lava Dome Account, your Member Content, or receive assistance from Volcano Staff. This can occur with or without prior notice or explanation to you. You may cancel your Lava Dome Account at any time by emailing info@volcano.ca. Please note that if your Lava Dome Account is cancelled, we do not have an obligation to delete or return to you any Content you have posted to the Site and Services, including, but not limited to, any reviews or Feedback.

Disclaimers

IF YOU CHOOSE TO USE THE SITE, SERVICES OR COLLECTIVE CONTENT, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT VOLCANO AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "VOLCANO PARTIES") DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY MEMBER, BUT MAY CONDUCT SUCH BACKGROUND CHECKS IN ITS SOLE DISCRETION. THE SITE, SERVICES, AND COLLECTIVE CONTENT ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THE VOLCANO PARTIES EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE VOLCANO PARTIES MAKE NO WARRANTY THAT THE SITE, SERVICES, AND COLLECTIVE CONTENT, INCLUDING, BUT NOT LIMITED TO, THE LISTINGS OR ANY ACCOMMODATIONS / EQUIPMENT / VENUES / WORKSHOPS WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. THE VOLCANO PARTIES MAKE NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, ACCOMMODATIONS, EQUIPMENT, VENUES, WORKSHOPS, THE SERVICES, OR COLLECTIVE CONTENT OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY COLLECTIVE CONTENT OBTAINED THROUGH THE SITE OR SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE VOLCANO PARTIES OR THROUGH THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES. YOU UNDERSTAND THAT THE VOLCANO PARTIES DO NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE, APPLICATION OR SERVICES OR TO REVIEW OR VISIT ANY ACCOMMODATIONS, VENUES, EQUIPMENT OR WORKSHOPS, AS APPLICABLE. THE VOLCANO PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY OR ON BEHALF OF ANY OF THE VOLCANO

PARTIES. THE VOLCANO PARTIES EXPLICITLY DISCLAIM ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY MEMBER OR OTHER THIRD PARTY.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, SERVICES AND COLLECTIVE CONTENT, YOUR LISTING OR BOOKING OF ANY ACCOMMODATIONS / EQUIPMENT / VENUES / WORKSHOPS VIA THE SITE AND SERVICES, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF THE LAVA DOME WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NONE OF THE VOLCANO PARTIES NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, SERVICES, OR COLLECTIVE CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICES OR COLLECTIVE CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT VOLCANO OR ANY OF THE VOLCANO PARTIES HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IF, DESPITE THE FOREGOING PROVISIONS, LIABILITY IS NEVERTHELESS IMPOSED ON ANY OF THE VOLCANO PARTIES, IN NO EVENT WILL ANY OF THE VOLCANO PARTIES' AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SITE AND SERVICES INCLUDING, BUT NOT LIMITED TO, FROM YOUR LISTING OR BOOKING OF ANY ACCOMMODATION / EQUIPMENT / VENUE / WORKSHOP VIA THE SITE AND SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICES, OR COLLECTIVE CONTENT AND IN CONNECTION WITH ANY ACCOMMODATION / EQUIPMENT / VENUE / WORKSHOP, OR INTERACTIONS WITH ANY OTHER MEMBERS, EXCEED FIFTY DOLLARS (CAD\$50), REGARDLESS OF THE NUMBER OF CLAIMS. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VOLCANO AND YOU.

Indemnification

You agree to release, defend, indemnify, and hold the Volcano Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site, Services, or Collective Content or your violation of these Terms; (b) your Member Content; (c) your (i) interaction with any Member, including any alleged libel or slander by you or by a third party against you, (ii) booking of an Accommodation, Equipment, Venue, or Workshop, or (iii) creation of a Listing; (d) the use, condition, contracting, booking or rental of an Accommodation / Equipment / Venue / Workshop by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a rental, contracting, booking or use of an Accommodation.

Reporting Misconduct

If once contacted by or deal with a Member who you feel is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of

stealing from you, or (iii) engages in any other unlawful or disturbing conduct, you should immediately report such person to the appropriate authorities and then to Volcano by contacting us with your police station and report number at info@volcano.ca; provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between Volcano and you regarding the Site, Services, Collective Content, and any bookings or Listings of Accommodations, Equipment, Venues, or Workshops made via the Site and Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Volcano and you regarding bookings or listings of Accommodations, Equipment, Venues, or Workshops, the Site, Services, and Collective Content. If any of these Terms becomes prohibited or unenforceable, such prohibition or unenforceability shall not operate to invalidate, affect or impair any of the remaining prohibitions hereof.

Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without Volcano's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Volcano may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Any notices or other communications permitted or required hereunder, will be in writing and given by Volcano (i) in its sole discretion, via email (in each case to the address that you provide) or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Controlling Law and Jurisdiction

These Terms will be interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada. You and we agree to submit to the exclusive jurisdiction of the courts of Ontario and/or the Federal Court of Canada at Toronto, Ontario, for any actions, for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, as set forth in the Dispute Resolution provision below.

Dispute Resolution

You and Volcano agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services or use of the Site (collectively, "Disputes") will be settled by arbitration under the Arbitration Act, 1991 (Ontario) (the "Arbitration Act"), except that Volcano retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights and provided further that: (i) any hearing in the course of the arbitration shall be held in Toronto, Ontario in the English language; (ii) the application of section 7(2) of the Arbitration Act is expressly excluded; (iii) subject to section 44 of the Arbitration Act, any award or determination of an arbitrator shall be final and binding on the parties and there shall be no appeal on any ground, including, for greater certainty, any appeal on a question of law, a question of

fact, or a question of mixed fact and law; (iv) despite section 28(1) of the Arbitration Act, an arbitrator shall not, without the written consent of all parties to the arbitration, retain any expert; (v) an arbitrator may apportion the costs of the arbitration, including the reasonable fees and disbursements of the parties, between or among the parties in such manner as the arbitrator considers reasonable, provided that an arbitrator shall not award costs on a distributive basis; (vi) all awards for the payment of money shall include prejudgment and postjudgment interest in accordance with sections 127 to 130 of the Courts of Justice Act (Ontario) with necessary modifications; and (vii) all matters relating to the arbitration shall be kept confidential to the full extent permitted by law and no individual shall be appointed as an arbitrator unless he or she agrees in writing to be bound by this dispute resolution provision. You acknowledge and agree that you and Volcano are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Volcano otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

General

The failure of Volcano to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Volcano. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

Contacting Volcano

If you have any questions about these Terms, please contact Volcano at info@volcano.ca.