

Terms of Service

Description

Introduction

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING FOOL.CA OR ANY PRODUCTS AND SERVICES PROVIDED BY THE MOTLEY FOOL CANADA, ULC. YOUR USE OF OUR SERVICES SIGNIFIES YOUR ACCEPTANCE OF THESE TERMS.

Acceptance of Terms

These Terms and Conditions (the “Terms”) is an agreement between you and The Motley Fool Canada, ULC (“The Motley Fool,” “we,” or “our”). It sets forth the terms by which you may access and use Fool.ca, our newsletters and any other product or service we provide now and in the future (each a “Service,” and collectively, the “Services”).

By using or accessing any of our Services, you are acknowledging and agreeing to be bound by these Terms. If you do not agree to these Terms, you should not use the Services. The Motley Fool may change these terms at any time, but we will post a notice on this website of any material changes. Your continued use of the Services means that you accept any new or modified terms and conditions.

Privacy

Any personal information that you provide us is processed and stored in the United States and may be subject to US law and jurisdiction. You acknowledge and agree that the foregoing constitutes prior written notice to you of, and your consent to the collection and use of your personal information as described. For more information, please see our [Privacy Policy](#).

Restriction on Re-use

All of the Content on our website and in any Service we provide is the property of The Motley Fool and/or providers of the Content under licence. “Content” means any information, mode of expression, or other material and services found on any of the Services including without limitation our writings, graphics and all other features. Such Content is protected by Canadian and worldwide copyright laws and treaty provisions.

Our Content is intended for individual, non-commercial use only. Accordingly, The Motley Fool grants you a limited, non-exclusive and non-transferable licence to download, use and display the Content for your personal and non-commercial use only, provided that the material remains intact including without limitation all copyright and proprietary notices. Except as expressly provided herein, you agree not to modify, reproduce, make derivative works of, retransmit, sell, publish, communicate, broadcast or otherwise make available any of the Content by any means including without limitation by caching, framing, or deep-linking without the prior written consent of The Motley Fool.

Trademarks

The Motley Fool, the Jester logo, Fool and Foolish are registered trademarks of The Motley Fool Holdings, Inc. and are used hereunder under licence. You agree not to use these trademarks in any manner without our express written permission. All other company, product and brand names and logos used or mentioned in the Services are the properties of their respective owners.

Financial Information Disclaimer

The Content (including any facts, views, opinions, recommendations, description of, or references to, products or securities) made available on any of our Services is: (a) for information purposes only; (b) not to be used or construed as an offer to sell, a solicitation of an offer to buy, or an endorsement, or sponsorship of any entity or security by The Motley Fool; and (c) not necessarily reflective of the views of The Motley Fool (or anyone else except those of the individual writer). You acknowledge and agree that any request for information by you is unsolicited and any response by The Motley Fool will not constitute or be construed as investment advice.

By your use of our Services, you are agreeing that you bear responsibility for your own investment research and investment decisions. You also agree that The Motley Fool, its directors, employees, contractors, and agents will not be liable for any investment decision made or action taken by you and others based on news, information, opinion, or any other material published through the Services. IF YOU NEED OUTSIDE ASSISTANCE PRIOR TO MAKING ANY INVESTMENT DECISION, YOU SHOULD SEEK ADVICE FROM A QUALIFIED INVESTMENT ADVISOR. THE MOTLEY FOOL DOES NOT PROVIDE ANY PERSONAL OR INDIVIDUALISED INVESTMENT ADVICE OR ADVICE REGARDING THE SUITABILITY OF ANY PARTICULAR INVESTMENT, OR SECURITY.

Accessing and Using Fool.ca

You agree not to access this website by any other means other than through the interfaces we provide for use. You further agree not to use any automated means, including without limitation, agents, robots, scripts, or spiders, to access, monitor, copy or harvest data from any part of our website without our prior consent. You also agree not to take any action that imposes an unreasonably or disproportionately large load on our infrastructure or disrupts or damages the functioning of our systems or Services.

The Motley Fool reserves the right to take any necessary action in response to a violation of the above provisions.

Credit Transfer Information

Some of our services provide the option to transfer your purchase price credit towards a different Motley Fool Canada portfolio service. Depending on the terms of your purchase, you may be allowed to transfer the full or pro-rated credit from your purchase. Most services eligible for a credit transfer will allow a swap within 30 days of the initial purchase. There are services that do not allow for credit transfers of any kind.

If you are unsure whether or not your service is eligible for a credit transfer, please

contact membersupport@fool.ca.

All credit must be applied towards the list price of the product being transferred into, and it cannot be combined with any promotional offers or discounts. Members may only utilize any available swap or refund once per service. If you take advantage of a money-back guarantee or a credit-transfer guarantee into a new subscription, you will no longer be eligible to perform further action with that credit. If you take advantage of a credit transfer guarantee, please also note that you will lose access to any product(s) and benefits included in the original promotional offer, including additional services or reports that were included as a bonus for taking advantage of the offer.

From time to time, we offer report-style services, which are not renewable and require a one-time purchase. To qualify for a credit transfer into a report of this type, you must have enough credit to cover the full list price of the report.

When implementing a credit transfer, the term length of the service being transferred into cannot extend beyond three years. Motley Fool Canada reserves the right to disallow transfer into certain services depending on insufficient credit, product openings, investment timelines, a member's history of transfers or prior refunds, or for any other reason at Motley Fool Canada's sole discretion.

Conduct

The Motley Fool champions active and open debate among our members. All we ask is that it's done in a lawful and civil manner — be it posting on our boards or using our system in any way. Accordingly, you agree to use The Motley Fool for lawful purposes only.

You may not use or allow others to use your Fool membership to:

- Upload, post or otherwise transmit any content that is disruptive, uncivil, abusive, vulgar, profane, obscene, hateful, fraudulent, threatening, harassing, defamatory, or which discloses private or personal matters concerning any person;
- Post or transmit any material that you don't have the right to transmit under law (such as copyrights, trade secrets, or securities) or under contractual or fiduciary relationships (such as nondisclosure agreements);
- Post, transmit, or link to sexually explicit material;
- Impersonate any person, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Post or transmit any advertising, promotional materials, or other forms of solicitation, including chain letters and pyramid schemes;
- Violate any applicable law or regulation while accessing and using our sites, including, without limitation, the rules and regulations of each and any of Canada's provincial and territorial governments, and the national or other securities exchanges);
- Offer, sell, or buy any security;
- Post or transmit any file that contains viruses, corrupted files, "Trojan Horses," or any other contaminating or destructive features that may damage someone's computer;
- Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through our sites or to manipulate your presence on our sites;
- Use any automated means, including without limitation, agents, robots, scripts, or spiders, to access, monitor, copy or harvest data from any part of our sites;

- Take any action that imposes an unreasonably or disproportionately large load on our infrastructure or disrupts the functioning of our systems or Services; and
- Take any action that damages or disrupts the functioning of our systems or Services.

Unauthorized access of our sites is a breach of these Terms and Conditions and a violation of the law. You agree not to access our sites by any means other than through the interfaces we provide for use in our accessing our sites.

The Motley Fool may at any time, without prior notice and at our sole discretion, remove any post, terminate any membership, or take any action for violating the above (and, if we may say so, sensible) provisions or otherwise taking an action disruptive to a Service.

You are responsible for statements made and actions taken through the use of your password, so please maintain the confidentiality of your password. You agree to immediately notify Member Support of any actual or suspected unauthorized use of your username and password. We will not be responsible for any loss to you arising from unauthorized use of your data.

If you see something that you feel is a violation of the Fool's Rules, please notify us by emailing membersupport@fool.ca

Disclaimer of Warranties

Data and other statements of facts contained in the Services are obtained from, or based upon publicly available sources that we believe to be reliable, but we make no warranty as to their accuracy or usefulness of the information we provide. ACCORDINGLY, YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(a) ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE MOTLEY FOOL MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO OUR WEBSITES, ANY CONTENT, OR ANY OF OUR SERVICES, TOOLS, PRODUCTS, OR PROPERTIES. YOU WILL ASSUME THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF OUR SERVICES AND THE ACCURACY OR COMPLETENESS OF THEIR CONTENT.

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE MOTLEY FOOL MAKES NO WARRANTY THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL THAT YOU PURCHASE OR OBTAIN FROM THE USE OF OUR SERVICES WILL MEET YOUR EXPECTATIONS OR THAT SUCH CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE AND THAT ANY ERRORS WILL BE IMMEDIATELY CORRECTED.

(c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS DONE AT YOUR OWN RISK AND DISCRETION AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE OR DOWNLOAD OF SUCH MATERIAL.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT WILL THE MOTLEY FOOL BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, AND ANY DAMAGES FOR LOSS OF PROFITS, SAVINGS, GOODWILL OR OTHER INTANGIBLE LOSSES, REGARDLESS OF WHETHER THE MOTLEY FOOL HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE OR PERFORMANCE OF ANY OF THE SERVICES PROVIDED HEREUNDER.

Indemnification

To the maximum permitted by law, you agree to indemnify, defend, and hold harmless The Motley Fool, its affiliates, and licensors and each of their respective directors, officers, employees, contractors, and agents from and against any claim, liability, cost, damage or loss (including without limitation, legal fees) arising out of or related to your breach of these Terms or any third party claims relating to your use of the Services.

Arbitration and Actions

Except where prohibited by applicable law, any controversy, claim or dispute arising out of or relating to these Terms or your use of any the Services will be referred to and settled by private and confidential binding arbitration before a single arbitrator held in Toronto, Ontario in English and governed by Ontario law pursuant to the Arbitration Act 1991, (Ontario), as amended, replaced or re-enacted from time to time. Notwithstanding the foregoing, you agree that we have the right to pursue the protection of our intellectual property through the courts.

Miscellaneous Terms

These Terms are governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to their conflict of laws principles. Subject to the Arbitration and Actions paragraph above, you agree and hereby submit to the jurisdiction of the Federal Court of Canada and/or the courts of the Province of Ontario with respect to such matters.

These Terms constitute the entire agreement between you and The Motley Fool regarding the use of the Services we provide and make available to you.

The parties have required that these terms be drawn up in English. *Les parties ont demandé que cette convention ainsi que tous les documents que s'y rattachent soient rédigés en anglais.*

Our Services are directed at a Canadian audience. We cannot warrant that the Services are appropriate for users outside of Canada or that use of the Services is permitted under the laws of other jurisdictions. All personal data is maintained under the terms of our Privacy Policy, which is also incorporated by reference.

PP NOTIFY USER

1. crydburg
2. tmfpadi

Date

2025/06/27

Date Created

2013/01/08

Author

123test234a

default watermark

default watermark