

TERMS OF USE

TERMS OF USE

1. Acceptance

1.1 Welcome! By accessing or using this website (the "Site"), you agree to follow and be bound by the following terms and conditions concerning your use of the Site ("Terms of Use") and our Privacy Policy. We may update the Terms of Use and Privacy Policy at any time without notice to you. Updated versions of the Terms of Use and Privacy Policy will be made readily available and accessible through the Site.

2. Disclaimer

2.1 The site is provided on an "as is" and "as available" basis and we disclaim all representations, warranties and conditions of any kind, whether express or implied, with respect to the site, including any merchantability, merchantable quality, durability, fitness for a particular purpose and non-infringement. We do not represent or warrant: that the site will meet your requirements; that the operation of the site will be uninterrupted and error-free; or the correctness, accuracy, or reliability of any content or other information provided through the site. You assume the entire risk as to the quality and performance of the website. In no event will we be liable, whether based on warranty, contract, tort, negligence, strict liability, or any other legal theory, for any damages of any kind (including, without limitation, direct, indirect, incidental, consequential, special, exemplary, aggravated, punitive, lost profits, loss of data or other intangible losses, personal injury, fines, fees, penalties, or other liabilities), whether or not we are advised of the possibility of such damages resulting from your use, or inability to make use of the site.

2.2 All information on the site (including, without limitation, any facts, views, opinions, recommendations, descriptions of, or references to products, services, procedures, or other information) is:

- (a) For informational purposes only;
- (b) Not to be taken as legal or professional advice;
- (c) Not intended as a recommendation or endorsement of any specific tests, procedures, products, opinions, or any other information; and
- (d) Not a substitute for legal or professional advice. Always seek the advice of your lawyer or other qualified professional about any question you have regarding a legal matter. Never

disregard legal or professional advice or delay in seeking it because of anything that you have read on the site.

2.3 Other than the contractual relationship created by these terms of use, no relationship of any kind is created between you and us or our partners, lawyers, employees, affiliates or representatives by your access to or use of the site.

3. Intellectual Property Rights

3.1 Materials posted on the Site including, without limitation, information, text, content, videos, software, photos, graphics and sound are owned by us, and protected by intellectual property rights in our favour. Except as stated herein, none of the material on the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without our prior written consent. Permission is granted to display, copy, distribute and download the materials on this Site for personal, non-commercial use only, provided you do not modify the materials and that you retain all copyright and other proprietary notices contained in the materials. This permission terminates automatically if you breach any of the terms or conditions of this Agreement. Upon termination, you must immediately destroy any downloaded and printed materials. You also may not, without our written consent, "mirror" any material contained on this Site on any other server. Any unauthorized use of any material contained on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

4. Third Party Websites, Content, Products and Services

4.1 The Site may provide links to third party websites. You agree that we are not responsible for the availability of, and content provided on, any linked third party websites. If you choose to purchase any products or services from a linked third party website, your relationship is directly with the third party and not with us. You agree that we are not responsible for: (a) the quality of third party products or services; and (b) fulfilling any of the terms of your agreement with the seller, including delivery of products or services and warranty obligations related to purchased products or services. You agree that we are not responsible for any loss or damage of any sort you may incur from dealing with any third party.

5. Termination

5.1 You agree that we may, in our sole discretion, suspend or terminate your account or use of the Site. We may also, in our sole discretion and at any time, discontinue providing the Site, or any parts thereof with or without notice. You agree that any suspension and/or termination of your access to the Site may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information. You further agree that we shall not be liable to you or to any other person as a result of any such

suspension or termination. If you are dissatisfied with the Site or any terms, conditions, rules, policies, guidelines, or our practices in operating the Site, your sole and exclusive remedy is to discontinue accessing or using the Site.

6. Indemnity

6.1 You agree to defend, indemnify and hold us and our officers, directors, employees and agents harmless from and against any and all claims, liabilities, damages, losses or expenses, including reasonable legal fees and costs, arising out of or in any way connected with your breach of any provision of these Terms of Use or your access to and/or use of the Site.

7. Security

7.1 We cannot and do not guarantee or warrant the security or confidentiality of any communication made via e-mail to, from, or otherwise through the Site or that the Site or the server that makes it available is or will be free of viruses, worms, trojan horses or disabling devices or code that manifests contaminating or destructive properties. You are solely responsible for implementing safeguards to protect the security and integrity of your computer system and are responsible for the entire cost of any service, repairs or connections of and to your computer system arising as a result of your use of the Site.

7.2 If you wish to provide information of a confidential or sensitive nature to us, please contact us directly by telephone.

8. Applicable Laws

8.1 All matters relating to your access to, or use of, the Site shall be governed by the laws of Ontario, Canada. You agree to give no effect to any choice-of-law rules that may require application of the laws of another jurisdiction. You agree to submit to the jurisdiction of courts of Ontario in any legal action or proceeding arising out of these Terms of Use or the subject matter hereof.

9. Severance

9.1 If any provision of this Terms of Use is found wholly or partially unenforceable for any reason, such enforceability shall not affect the enforceability of the balance of this Terms of Use and all provisions of this Terms of Use shall, if alternative interpretations are applicable, be construed as to preserve the enforceability of this Terms of Use.

10. Language

10.1 The parties expressly agree and request that these Terms of Use as well as all documents and notices issued thereunder or relating thereto be in English. Les parties conviennent expressément et demandent que ces Conditions d'utilisation ainsi que tous les documents et les avis émis aux termes ou qui s'y rattachent soient en Anglais.

11. Assignment

11.1 We may, in our sole discretion and without notice, assign these Terms of Use, in whole or in part, at any time.

12. Waiver

12.1 Our failure to assert a right under these Terms of Use or to insist upon compliance with any term shall not constitute a waiver of that right.

13. Entire Agreement

13.1 These Terms of Use constitute the entire agreement between us pertaining to your use of the Site and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing between us relating to the Site.