## **TERMS AND CONDITIONS**

Last updated on February 12, 2020

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You shall defend, indemnify and hold harmless Company and the other Released Parties from any loss, damages, liabilities, costs, expenses, claims and proceedings arising out of your use of the Site and from the use of the Site by any person to whom you give access to your account, including any claims made by any person that any of your User Content infringes the rights, including the intellectual property rights, of any third party.

The Site is controlled by the Company and operated by it from its offices in Alberta, Canada. You and the Company both benefit from establishing a predictable legal environment in regard to the Site. Therefore, you and the Company explicitly agree that all disputes, claims or other matters arising from or relating to your use of the Site will be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Company may assign any or all of its rights hereunder to any party without your consent. You are not permitted to assign any of your rights or obligations hereunder without the prior written consent of the Company, and any such attempted assignment will be void and unenforceable. These Terms constitute the entire agreement between you and the Company regarding your use of the Site, and supersede all prior or contemporaneous communications whether electronic, oral or written between you and the Company regarding your use of the Site.