

## TERMS OF USE AGREEMENT

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**Limitation of Liability.** Subject to all applicable law, if you agree to use this Site then you are expressly agreeing that in no event shall the Owner be liable for damages of any kind including, without limitation, any direct, special, indirect, punitive, incidental or consequential damages including, without limitation any loss or damages whatsoever, including those in the nature of or relating to lost business, lost savings, lost data and/or lost profits arising from your use of, reliance upon, or inability to use the Site or the Content, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise.

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**Governing Law and Jurisdiction.** The Site is operated by the Onwer within the Province of Ontario, Canada. By accessing or using the Site, you agree that all matters relating to your access to, or use of, the Site and its Content shall be governed by the laws of the Province of Ontario and the laws of Canada, without regard to conflict of laws principles. You agree and hereby submit to the exclusive jurisdiction of the courts of the Province of Ontario with respect to all matters relating to your access to and use of the Site.

**Termination.** The Owner may, in its sole discretion, cancel or terminate your right to use the Site, or any part of the Site, at any time without notice. In the event of termination, you are no longer authorized to access the Site or the part of the Site affected by such cancellation or termination. The restrictions imposed on you with respect to both the Content and the Site set out in this Agreement shall survive. **The Owner shall not be liable to any party for such termination.**

**Entire Agreement.** Except for any agreement in respect of Content, this is the entire agreement between you and the Owner relating to your access and use of the Site and the Content herein. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, it shall be severed and the remaining provisions shall remain in full force without being invalidated in any way.