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You shall indemnify and hold us harmless from and against any and all claims, actions or demands, liabilities and settlements, as well as third party claims and causes of action, including, without limitation, attorneys' fees, resulting from your violation of these Terms and Conditions, or any use by you of the Site or Service. You shall bear the sole financial burden in connection with any such defense, including, without limitation, providing us with such information, documentation and reasonable access to you, as we deem necessary. You shall not settle any third party claim or waive any defense without our prior written consent.

GOVERNING LAW; VENUE; MEDIATION

This Agreement shall be construed in accordance with, and governed by, the laws of the Province of Alberta, and of Canada, exclusive of choice of law rules. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to these Terms and Conditions first by good faith negotiation. The exclusive venue for any arbitration or court proceeding based on or arising out of this Agreement shall be Calgary, Alberta and any such decision or award shall be binding on the Parties. The prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

MISCELLANEOUS

Should any provision of these Terms and Conditions be or become invalid, illegal, or unenforceable under applicable law, the other provisions shall not be affected and shall remain in full force and effect.

These Terms and Conditions bind and inure to the benefit of the parties' successors and assigns. These Terms and Conditions are not assignable; any transfer, assignment or delegation by you is invalid.

These Terms and Conditions constitute the entire agreement between the parties with respect to their relationship and supersede any and all prior oral or written agreements, understandings and representations to the extent that they relate in any way to the subject matter hereof. No waiver of any of the provisions shall bind either party unless set forth in a writing specifying such waiver, consent or amendment signed by both parties.

The headings of these Terms and Conditions are provided for convenience only and shall not affect its construction or interpretation.

By accessing or using the Sites, you agree to these Terms and Conditions, without modification, and acknowledge reading them. We reserve the right to change these Terms and Conditions or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms and Conditions on this Site. By continuing to use the Site after we post any such changes, you accept the new Terms and Conditions with the modifications.

CHILDREN

To access or use the Site, you must be of legal age in your jurisdiction and have the requisite power and authority to enter into these Terms and Conditions.

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