

## TERMS OF USE – LEGAL AGREEMENT

Last Updated: March 2021

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**The Website is not intended for anyone under the age of 18.** By using this Website and thereby accepting the Terms of Use and Privacy Policy, you confirm that you are 18 years of age or older and are fully able and competent to enter into, consent to and comply with these Terms of Use and any applicable laws, statutes, ordinances, rules and regulations. The TERMS OF USE and PRIVACY POLICY are subject to change at any time, without notice, and at the sole discretion of ARLA, which revised provisions shall be effective and binding on you when posted. **Please visit the Website regularly to view any updates. If you object to the modified Terms of Use, you should cease use of this Website.** Use of the Website after posting shall be deemed to be acceptance of the modified terms. If you violate any of these Terms of Use, your permission to use the Content automatically terminates and you must immediately destroy any copies you have made of any portion of the Content, except as it pertains to Content (such as documents and forms) that you have purchased in which case you may continue to use same provided such use is in accordance with the Terms of Use as at the date of purchase.

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The contents of the Website, including any documents or forms available for purchase thereon (together referred to as the “**Content**”), is for informational purposes only. The Content is not, nor is it intended to be a substitute for, professional legal advice. We recommend you seek legal advice in relation to your specific situation and prior to utilizing any of the Content. The Content is not exhaustive, does not necessarily address all circumstances and is compiled from numerous sources. You should never disregard legal advice or delay in seeking it because of something you have read on the Website. Reliance on any Content obtained from the Website is solely at your own risk.

### **2. Use of the Website & Content Thereon – Permissions & Restrictions**

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- (c) You agree not to (i) alter or modify any part of the Website or (ii) decompile, disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Website.
- (d) You agree not to use or launch any automated system, including without limitation, “robots,” “spiders,” or “offline readers,” that accesses the Website in a manner that sends more request messages to the ARLA servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. You also agree not to interfere with the servers or networks connected to the Website or to violate any of the procedures, policies or regulations of networks connected to the Website. ARLA reserves the right to revoke these exceptions either generally or in specific cases. Any conduct by you that in ARLA’s opinion restricts or inhibits any other user from using or enjoying the Website will not be permitted.
- (e) In your use of the Website, you will otherwise comply with these Terms of Use and all applicable local, national, and international laws, statutes, ordinances, rules and regulations.
- (f) ARLA reserves the right to discontinue any aspect of the Website at any time.

### **3. Disclaimer of Warranty**

While ARLA has employed reasonable efforts to ensure the accuracy of the Content, the accuracy of this information cannot be guaranteed. The Website, the Content, and any and all products promoted via the Website are provided on an “as is” basis and accordingly, use thereof is at your sole risk. When using the Website, information will be transmitted over a medium that is beyond the control and jurisdiction of ARLA and its suppliers.

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#### **4. Limitation on Liability of ARLA**

If you are dissatisfied with the Website, with any information found thereon or purchased therefrom, or with any of these Terms of Use or the Privacy Policy, your sole and exclusive remedy is to discontinue using the Website. ARLA assumes no liability for or relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with the use of the Website.

IN NO EVENT SHALL ARLA OR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY DAMAGES OR LOSS OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF USE OR SIMILAR ECONOMIC LOSS, WHETHER TANGIBLE OR INTANGIBLE, ARISING OUT OF OR RESULTING FROM YOUR POSSESSION, ACCESS, DOWNLOAD OR USE OF THE WEBSITE OR THE CONTENT THEREON, INCLUDING, BUT NOT LIMITED TO, ERRORS IN THE CONTENT, DATA LOSS OR CORRUPTION, OR SOFTWARE OR HARDWARE DAMAGE, REGARDLESS OF THE BASIS OF SUCH LIABILITY. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INACCURACY, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, BUG, TROJAN HORSE, ROBOT, SPIDER OR THE LIKE, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF THIS WEBSITE, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR (INCLUDING STRICT LIABILITY), NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

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#### **5. Indemnification**

You agree to defend, indemnify and hold harmless ARLA and its respective directors, officers, employees, representatives and agents (“**Related Parties**”) from and against any and all claims, actions, obligations, demands, damages, costs, liabilities, losses and expenses (including reasonable legal fees and disbursements on a solicitor-client full indemnity basis), known and unknown, asserted against, imposed upon or incurred by ARLA or its Related Parties arising out of, resulting from or relating to: (i) your use of the Website and/or any Content thereon including any information and/or goods purchased or provided via the Website; or (ii) your violation of these Terms of Use.

The limitations, exclusions and disclaimers contained in this section and elsewhere in these Terms of Use apply to the maximum extent permitted by applicable law. The obligations under this provision will survive these Terms of Use and your use of the Website.

## **6. ARLA Accounts**

If you are entitled or obligated to open an ARLA account in order to access some features of the Website, you may never use another's account without permission. When creating your account, you must provide true, accurate, current and complete information. ARLA reserves the right to refuse or terminate any account for providing untrue or inaccurate information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You agree not to share your account information, including, without limitation, your account password, with anyone. You must notify ARLA immediately of any breach of security or unauthorized use of your account. Although ARLA will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of ARLA or others due to such unauthorized use. Without limitation to anything else herein, the creation of an ARLA account is an explicit acceptance by you of these Terms of Use.

## **7. Links to Other Sites**

Some of the hyperlinks on the Website may lead to other websites that are not controlled by, or affiliated with, ARLA. In addition, other websites may link to the Website. Unless expressly stated, ARLA has not reviewed or endorsed those websites, has no control over those websites and is not responsible for the content or privacy policies, or practices of any third party websites. In addition, ARLA will not and cannot censor or edit the content of any third-party website. By using the Website, you expressly relieve ARLA from any and all liability, known and unknown, arising from your use of any third-party website that you visit through the Website. Accordingly, we encourage you to be aware when you leave the Website and to read the terms and conditions and/or legal notice and privacy policy of each other website that you visit.

## **8. Disputes**

You expressly agree that any claim or controversy arising out of or related to these Terms of Use, the Website, its Content or the products or services provided on or through the Website shall be settled by binding arbitration by a single arbitrator to be held in Edmonton, Alberta in accordance with the rules of the *Arbitration Act* (Alberta). Any such claim or controversy shall be arbitrated on an individual basis and shall not be consolidated with a claim of any other party. The foregoing shall not preclude ARLA from seeking any injunctive relief in any court of competent jurisdiction for protection of ARLA's intellectual property rights. You further agree and expressly consent to the jurisdiction of the courts of the Province of Alberta for the enforcement of these Terms of Use and of any arbitration award in connection with any such dispute

These Terms of Use are governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein, without respect to its conflict of the laws principles. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

## **9. Entire Agreement**

These Terms of Use, as modified from time to time by ARLA, and ARLA's Privacy Policy, together with any other applicable agreement that governs your use of this Website, and any Content or other component thereof, sets forth the entire understanding and agreement of the parties relating to the subject matter hereof, and it supersedes any prior or contemporaneous understandings of any kind or nature.

## **10. Right to Terminate**

ARLA reserves the right to terminate or restrict your use of the Website, without notice, for any or no reason whatsoever.

## **11. Severability**

If any arbitrator or any court of competent jurisdiction declares any provision of these Terms of Use to be invalid, unlawful or unenforceable as drafted, the parties intend that such provision be amended and construed in a manner designed to effectuate the purposes of the provision to the fullest extent permitted by law. If such provision cannot be so amended and construed, it shall be severed, and the remaining provisions shall remain unimpaired and in full force and effect to the fullest extent permitted by law.

## **12. General**

No agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended or created between you and ARLA by your use of the Website or otherwise. The provisions of these Terms of Use which by their sense and context are intended to survive the termination of these Terms of Use or your use of the Website shall so survive and continue to bind the parties, regardless of the reason for termination, including, without limitation, your termination of your ARLA account. Without limiting the generality of the foregoing, the parties specifically acknowledge that the following provisions shall so survive: Sections 2, 3, 4, 5, 7, 8, 9, 10, 11 and 12. These Terms of Use, and any rights and licenses granted hereunder, may not be transferred, or assigned by you (and any such purported assignment shall be null and void), but may be assigned by ARLA. The section headings used herein are for convenience only and shall not be given any legal import.