

# **Terms of Use and Conditions**

Last Modified November 24, 2019

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**We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.**

### **Forward-Looking Statements**

This Site may include forward-looking statements and information, which reflect the current view of The Company with respect to future events and financial performance of certain assets. Forward-looking statements generally can be identified by the use of forward-looking terminology such as "may", "will", "expect", "intend", "anticipate", "plan", "foresee", "believe" or "continue" or the negatives of such terms or variations of them or similar terminology. Any such forward-looking statements are based on The Company's current expectations, estimates, projections and assumptions made in light of its experience and its perception of historical trends. Any such forward-looking statements are subject to risks and uncertainties and actual results could differ materially from historical trends or current expectations.

The forward-looking statements and information contained on this Site represents The Company's views as at the date thereof and are subject to change after such date. The Company disclaims any intention or obligation to update or review any forward-looking statements, whether as a result of new information, future events or otherwise, other than as required by law, rule or regulation. You should not place undue reliance on forward-looking statements.

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## **Communication**

We have several different e-mail addresses for different queries. You can contact the company via the [Contact Us](#) on our website, via email or via Company literature.

## **Force Majeure**

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or manmade eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and

shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

## **Waiver**

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

## **Network and System Security Violations**

Network and system security violations are prohibited by The Company, and The Company reserves the right to pursue criminal and/or civil charges and/or work in conjunction with legal authorities in relation to any such violation. Examples of such violations include, but are not limited to, the following:

- Unauthorized access of the Site, networks, data, servers, databases, etc.
- Any attempt to test, probe, or scan any of The Company's system or network (or use the Company's network or systems for the purposes of such tests) in order to ascertain vulnerability, or any attempt to breach security or authentication measures without authorization.
- Unauthorized monitoring of traffic or data on any network or system without authorization from the owner of such network or system.
- Any attempt to interfere or disrupt any service or network by using the following, but not limited to, methods: flooding, mail-bombing, denial of service attacks, or any other deliberate attempts to overload a system.
- The forging of any TCP-IP packet headers or any part of the header information in newsgroup posting or emails.
- Any usage or attempted usage of services for which you are not authorized to use.

## **Governing Law**

Any claims relating to, in connection with or arising from any use or access of this Site shall be governed by the laws of the Province of Ontario, without reference to any choice of law provisions, except as relating to copyright and trademark matters which shall be governed by the laws of Canada and any applicable international treaties and/or conventions. The Company makes no representation that the material and information on this Site is appropriate or available for use in locations other than Canada, and access to them from territories where such material and information is illegal is prohibited. Those who choose to access this Site from such locations do so on their own initiative and are responsible for compliance with applicable local laws.

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The Company reserves the right at any time to modify or discontinue, temporarily or permanently, this Site (or any part thereof) with or without notice to you. You agree that The Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of this Site. In addition, The Company may update and/or revise these Terms of Use at any time, and from time to time, with or without notice to you, and you agree to be bound by such updates, modifications and/or revisions. Updates and revisions will be incorporated from time to time into these Terms of Use, and you are responsible and agree to review these Terms of Use from time to time to ensure compliance if you continue to use this Site after such Terms of Use have been updated.

## **Severability**

If any one or more of the terms or provisions of these Terms of Use is deemed unlawful, void or for any reason unenforceable by any court in any jurisdiction, then any such term(s) or provision(s) shall be deemed severable from the remaining terms or provisions in such jurisdiction and will not affect the validity and enforceability of such remaining terms or provisions.

### **Termination of Use**

You agree that The Company may, in its sole discretion, terminate your access to this Site at any time.

### **Reporting Terms of Use Violations**

It is your responsibility to immediately take action to prevent any known or suspected Terms of Use violations and immediately report the violation to The Company. Should The Company become aware of any violation as solely determined by The Company, The Company reserves the right to block access to any content, suspend or terminate any affected service, block access to the Site or take action deemed appropriate by The Company. The Company will attempt to provide you with notice if The Company deems it necessary to suspend or terminate a service or block access to the Site, but The Company reserves the right to suspend or terminate a service or block access to the Site immediately and without notice to you if The Company, at its sole discretion, determines that the violation is harming The Company's service, visitors, network, customers, or users. The Company will not be liable for any damages of any nature that may result from a violation of this Terms of Use, and you hereby agree to indemnify The Company against any and all damages that may arise from a violation of this Terms of Use by you or other users and visitors. Complaints or reports of a violation of this Terms of Use must be sent to [complaints@operations-ally.com](mailto:complaints@operations-ally.com).