

TERMS OF USE

THE FOLLOWING DESCRIBES THE TERMS UNDER WHICH YOU MAY ACCESS AND USE CERTAIN MATERIALS ON www.agric.gov.ab.ca/app21/rtw/index.jsp, THE “ROPIN THE WEB” WEBSITE OF THE ALBERTA GOVERNMENT DEPARTMENT OF AGRICULTURE, FOOD AND RURAL DEVELOPMENT (the “Website”) PROVIDED BY PARLEE MCLAWS LLP (the “PM Materials” and “PM” respectively). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING OR ACCESSING THE PM MATERIALS. BY ACCESSING THE PM MATERIALS YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT YOU MAY NOT ACCESS OR USE THE PM MATERIALS.

PM provides the PM Materials (the “Services”) on the Website and reserves the right to modify or discontinue the Services and may amend this Agreement at any time by posting a new agreement in place of this one. Please check this Agreement periodically for changes. PM will post or cause to be posted, notice that the Agreement has been amended on the Website for a period of 30 days. The amended Agreement will automatically be effective when posted. Your continued use of the Services following the posting of the amended Agreement and notice shall mean that you accept the terms of this Agreement as amended. If you do not agree with any of the terms of the amended Agreement then you must terminate all use of the Services. This Agreement may not otherwise be amended. This Agreement was last modified on November 12, 2004.

A. SERVICES

You agree that PM will not be liable for any delay or unavailability of any of the Website or Services, whether due to an act or omission of PM or an act or omission of any third party.

B. ACCESS

In order to access and use any of the Services you agree to abide by these Terms of Use. Any other access or use shall constitute a trespass on the Website, shall constitute an infringement of PM’s intellectual property and an unlawful use of PM’s assets.

Certain portions of the Website and/or Services may have additional terms and conditions, which apply to the access or use of those portions of the Website and/or Services.

C. LICENCE

Upon accepting the Terms of Use you are granted a non-exclusive and non-transferable licence to use and access the Services.

D. THIRD PARTY MATERIALS AND EXTERNAL LINKS

The Website and/or the Services may provide, or third parties may provide, links to other World Wide Web sites or resources. Because PM has no control over such sites and resources, you acknowledge and agree that PM is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, services or other materials on or available from such sites or resources. You further acknowledge and agree that PM shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

E. INTELLECTUAL PROPERTY

PM has certain protectable proprietary rights in the PM Materials, its software and websites, including copyrights and trademarks. You may not modify, copy, publish, republish, transmit, sell, create derivative works, display or in any way exploit any Services or any content contained on the Website except to use the Services and view the Website for personal use only.

F. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES AND WEBSITE IS AT YOUR SOLE RISK. THE SERVICES AND WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE THAT ARE IMPLIED BY LAW. PM MAKES NO WARRANTY THAT THE WEBSITE OR SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE USE OF THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; PM MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR WEBSITE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE WEBSITE OR SERVICES OR THAT DEFECTS WILL BE CORRECTED.

G. LIMITATION OF LIABILITY

PM SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE WEBSITE OR SERVICES, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, OR RESULTING FROM ANY GOODS OR SERVICES PURCHASE OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO OR THROUGH THE SERVICES OR WEBSITE OR RESULTING FROM UNAUTHORIZED ACCESS TO, OR ALTERATION OF USER'S TRANSMISSIONS OR DATA, EVEN IF PM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

H. TERMINATION OF RIGHTS

PM retains the right, at PM's sole discretion, to determine whether or not your conduct is consistent with the letter and spirit of these Terms of Use. PM reserves the right, based on its

sole discretion, to suspend or terminate your registration or to suspend or terminate current or future access and use of the Services if your conduct is found to be inconsistent with these Terms of Use.

I. USER CONDUCT

- (a) Your use of the Services is subject to all applicable federal, provincial, state, municipal, international and local laws and regulations.
- (b) You agree not to use the Services for illegal purposes.
- (c) You agree not to transmit through the Website or Services any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, pornographic or otherwise objectionable material of any kind or nature.
- (d) You agree not to transmit any material that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable federal, provincial, state, municipal, international and local law and/or regulation.
- (e) You agree not to use the Services to commit any dishonest act, act of fraud or any act which infringes any third party rights including the right of privacy.
- (f) Attempts to gain unauthorized access to any computer system are prohibited.
- (g) You agree not to use any spider, robot or other automatic means to search or monitor the content of the Services or Website. You also agree not to use any automatic means, including software, to interfere with or attempt to interfere with the Services or their use by any other user. You agree not to cause any unreasonable burden or load on the Website or the Services or the software or computer systems supporting them.

J. ADVERTISERS AND VENDORS

Your correspondence or business dealings with, or participation in promotions of, third party advertisers and vendors found on or through the Services or the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser and/or vendor. You agree that PM shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or vendors on the Website or in connection with the Services. All of your business dealings with third party vendors and advertisers appearing on the Website or in connection with the Services, shall be at your sole risk.

K. INDEMNIFICATION

You agree to indemnify and hold PM and any of its parents, partners, subsidiaries, affiliates, directors, partnerships, principals, governors, representatives, agents, officers and employees, successors and assigns, harmless from any third party claim or demand, including all legal fees

on a solicitor and his own client basis, due to or arising out of your use of the Services or Website, the violation of these Terms of Use by you, or the infringement by you of any intellectual property or other right of any person or entity or other user. You shall be responsible for all activities conducted using your computer.

L. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between you, the user, and PM, and supersedes all prior agreements between the parties, regarding the subject matter contained herein and there are no statements, representations, warranties, undertakings or agreements, written or oral, express or implied, between the parties hereto except as herein set forth.

M. NO WAIVER

PM's failure to insist upon, exercise or enforce any rights or provisions of these Terms of Use shall not be construed as a waiver of such right or provision of the same or different type in the future.

N. TERMINATION

Should you object to any of these Terms of Use or any subsequent modifications thereto or become dissatisfied with the Services in any way, your only recourse is to immediately discontinue use of the Services.

Notwithstanding the termination of this Agreement for any reason, the provisions of this Agreement relating to intellectual property, warranty disclaimer, limited liability, indemnity and governing law shall survive such termination.

O. GOVERNING LAW

These Terms of Use, the relationship between you and PM and your use of the Services and the resolution of any dispute arising between the parties shall be governed by and construed in accordance with the laws of the Province of Alberta and those of Canada applicable therein, without reference to their conflicts of laws. You and PM agree to submit to the exclusive jurisdiction of the courts of the Province of Alberta to hear all matters arising in relation to the Website, the Services or this Agreement. Notwithstanding the forgoing, either party may apply to any court of competent jurisdiction for injunctive relief and other equitable remedies.

P. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.

Q. HEADINGS

Headings are for reference purposes only and shall not be used in the interpretation of this Agreement.