

 <p><b>LIFESAVING SOCIETY®</b> <i>The Lifeguarding Experts</i></p>	Alberta & Northwest Territories   11759 Groat Road   Edmonton, AB   T5M 3K6
	<p><b>MEMBERS ONLY:</b> <b>Website Terms of Use Agreement &amp; Form</b></p>
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- (i) *Disrupt, obstruct or interfere with this Website, the Society's servers or any other online service of the Society; or*
- (j) *Use or access this Website or its Content in any way to engage in any activity that in the sole judgment of the Society is otherwise objectionable.*

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- that any defects or errors in or on this Website will be corrected;

- that this Website or any information, data, software or files available through this Website will be free from viruses, worms, trojan horses or other harmful components that manifest contaminating or destructive properties; or
- that communications from this Website will be secure or not intercepted.

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- (c) loss or damage resulting from the viewing, downloading or by any other means acquiring, any material, product or service accessible through the Internet, even if the Affiliate was not aware that any such loss would be incurred;*
- (d) loss or damage resulting from delays, computer viruses or interruption of this Website, including deletion or failure to store messages, regardless of cause;*
- (e) loss or damage to Affiliate's equipment, facilities, software or data, arising from mistakes, omissions, interruptions, delays, errors, non-delivery, incorrect delivery, viruses or defects in the transmission of information or data on the Internet; and*
- (f) any direct, indirect, incidental, special, punitive or consequential damages, including but not limited to, business interruption or loss of data, revenue or lost profit, resulting from or relating in any way to use of this Website, even if the Society Entities have been advised of the possibility of such damages.*

This limitation applies regardless of the form of action, whether based on warranty, contract, tort, or other legal theory.

If the Affiliate is dissatisfied with any portion of this Website or with these Terms of Use, Affiliate's and exclusive remedy, except as otherwise expressly provided herein, is to discontinue using or accessing this Website.

#### 5. INDEMNIFICATION

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The Affiliate agrees to indemnify, defend and hold harmless the Society Entities from and against all demands, claims, liabilities, expenses, damages and costs, including legal fees and disbursements (on a solicitor and his own client basis), resulting from or arising in connection with:

- (a) any violation of the Terms of Use, as amended, (including any negligent or wrongful conduct) by the Affiliate;*
- (b) any violation of any law, regulation or right of a third party by the Affiliate in connection with the Affiliate's access to or use of this Website; and*
- (c) the Affiliate's access to or use of this Website.*

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The Society is under no obligation to monitor this Website and assumes no responsibility for Content changed without its consent.

## 8. NON-WAIVER

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Non-exercise or failure to exercise any remedies, rights or powers of or by the Society and no delay or omission in such exercise shall exhaust such remedies, rights or powers or be construed as a waiver of any of them.

## 9. USE OF INFORMATION

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The Affiliate agrees not to use any information on this Website or linked to this Website in any claims, proceedings, suits or actions against the Society Entities.

## 10. GOVERNING LAW

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The Terms of Use shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The Affiliate agrees that the courts of the Province of Alberta shall have the exclusive jurisdiction to determine any disputes or claims arising with respect to these Terms of Use.

If the Affiliate accesses this Website from outside of Canada, it is done at Affiliate's own risk and Affiliate is responsible for compliance with the laws of that jurisdiction.

## 11. MISCELLANEOUS

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The Terms of Use represent the entire agreement between the Society and the Affiliate concerning the use of the Website and its Content. Some of the information on this Website may contain projections or other forward-looking statements regarding future events or performance of the Society. We wish to caution you that these statements are only forecasts and that the actual events or results may differ materially.

## 12. LOGIN NAMES AND PASSWORDS

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Affiliates of the Society will receive a username and password to access the Members Only section of the Website. Here the Affiliate will be able to access non-public documents and post jobs on the Website. For the purposes of accessing the Website, the login name and password remain the property of the Society and may be cancelled or suspended at any time.

## 13. MORE INFORMATION

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For questions about the foregoing or permissions regarding the Society's intellectual property rights, please contact the Society by telephone, mail or email as follows:

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