

Terms & Conditions

BY ACCESSING the **Mackie Valuations Inc.** WEBSITE ("Mackie Valuations Inc."), YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, DO NOT USE THE **Mackie Valuations Inc.** SITE. NOTE THAT THESE TERMS AND CONDITIONS MAY CHANGE FROM TIME TO TIME AND IT IS YOUR RESPONSIBILITY TO CHECK FOR SUCH UPDATES ON A PERIODIC BASIS.

By accessing **Mackie Valuations Inc.** Site, you agree to be bound by the terms and conditions listed below:

Linked Sites:

Any sites to which **Mackie Valuations Inc.** provides links are operated by independent parties and are not under the control of **Mackie Valuations Inc.** These links are provided as references to help you identify and locate other internet resources that may be of interest. **Mackie Valuations Inc.** does not assume responsibility for the accuracy or appropriateness of the information contained at such sites. In providing links to other sites, **Mackie Valuations Inc.** is in no way acting as a publisher or disseminator of the material contained on those other sites and does not seek to control the content of, or maintain any type of editorial control over, such sites.

Independent Parties:

Mackie Valuations Inc. and linked web sites are independent parties. There is no agency, employee or partnership relationship of one to the other or among any of them and they have no authority to bind another of the parties. Any reference describing **Mackie Valuations Inc.** and any linked site as "partners" is colloquial only and does not represent the legal relationship between them, which is one of independent contractors.

Monitoring:

Mackie Valuations Inc. has no obligation to monitor **Mackie Valuations Inc.** Site. However, you agree that **Mackie Valuations Inc.** has the right to monitor **Mackie Valuations Inc.** Site electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate **Mackie Valuations Inc.** Site properly, or to protect itself or its users in accordance with **Mackie Valuations Inc.**'s Privacy Statement. **Mackie Valuations Inc.** will not

intentionally monitor or disclose any private electronic-mail message unless required by law.

No Warranty:

Mackie Valuations Inc. assesses the products and services offered by **Mackie Valuations Inc.** and believes that these products and services are appropriate and valuable to **Mackie Valuations Inc.** customers. **Mackie Valuations Inc.** does not, however, guarantee any products or services provided by **Mackie Valuations Inc.**. Pricing contained on the site is subject to change without notice.

Limitation of Liability:

Mackie Valuations Inc., including its affiliates, related companies and suppliers, take no responsibility for the accuracy or validity of any claims or statements contained in the documents and related graphics on **Mackie Valuations Inc.** Site. Further, **Mackie Valuations Inc.** makes no representations about the suitability of any of the information contained in the documents and related graphics on **Mackie Valuations Inc.** Site for any purpose. All such documents, related graphics, product and services are provided "as is" and without warranties or conditions of any kind. In no event shall **Mackie Valuations Inc.** be liable for any damages whatsoever, including special, indirect or consequential damages, arising out of or in connection with the use or performance of information, products or services available on or through **Mackie Valuations Inc.** site. You shall not assume that the **Mackie Valuations Inc.** site will be error free or that the **Mackie Valuations Inc.** site will operate without interruption.

Recourse:

If you are dissatisfied with **Mackie Valuations Inc.** Site or with any terms, conditions, rules, policies, guidelines or practices of **Mackie Valuations Inc.** in operating **Mackie Valuations Inc.** Site, your sole and exclusive remedy is to discontinue using the **Mackie Valuations Inc.** Site.

Indemnity:

You agree to defend, indemnify and hold **Mackie Valuations Inc., its directors, officers, employees, agents, subsidiaries, affiliates and**

related companies harmless from any and all liabilities, costs and expenses, including solicitor and his own client legal costs on a full indemnity basis, related to any violation of this Agreement by you or users of your account, or in connection with the use of **Mackie Valuations Inc.** Site or the Internet or the placement or transmission of any message, information, software or other materials on **Mackie Valuations Inc.** Site or on the Internet by you or users of your account.

Intellectual Property:

All **Mackie Valuations Inc.** elements (the "Elements") such as, without limiting the generality of the foregoing, the texts, HTML code, Java code, articles, documents, worksheets, programs, photos, illustrations, images, videos and audio materials, are the property of **Mackie Valuations Inc.** and are subject to licenses or agreements allowing their broadcast through the site. No site Element may be copied, reproduced distributed, published, translated, downloaded, posted or sent, in any way whatsoever, without the prior written approval of **Mackie Valuations Inc.** or the copyright holder. You are allowed to download the site Elements, but solely for non-commercial purposes and for personal use, provided you do not change these Elements and maintain all their intellectual property notices. We take no responsibility and disclaim all liability for any of our other users that violate the Elements. The trademarks and logos used or posted on **Mackie Valuations Inc.** are trademarks which were registered or not by **Mackie Valuations Inc.** or third parties. Nothing in **Mackie Valuations Inc.** may be interpreted as allowing, directly or indirectly, the use of a trademark reproduced on **Mackie Valuations Inc.** without the prior written approval of the owner of such trademark.

Territory:

Mackie Valuations Inc. site originates in the Province of Alberta, in Canada.

Miscellaneous:

This Agreement, including any and all documents referenced herein, constitutes the entire agreement between **Mackie Valuations Inc.** and you pertaining to the subject matter hereof. **Mackie Valuations Inc.'s** failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provisions or right. If any of the

provisions contained in this Agreement were determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein. This Agreement shall be governed by and construed in accordance with the applicable laws of the province of Alberta and the federal laws of Canada applicable therein and all parties attorn to the jurisdiction of the Courts of Alberta. The parties have required that this agreement and all documents relating thereto be drawn up in English.