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property contained therein) and to incorporate any Submission in other works in any form, media, or technology now known or later developed, including for advertising and promotion purposes, for any purpose, whatsoever, without any duty to account to you. You represent and warrant that you own or otherwise control all of the rights to the Submission that you post; that the Submission is accurate; that the use of the Submission that you supply does not violate these Terms of Use and will not cause injury to any person or entity, and that you will indemnify Pason and/or its affiliates/subsidiaries for all claims resulting from any Submission that you provide to Pason. In addition, you irrevocably waive all of your moral rights as author in respect of such Submission, however arising. Pason will not be required to treat any Submission as confidential, and may use any Submission in its business (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Pason operations.

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(i) download, post, e-mail or otherwise transmit any Submission that is unlawful, harmful, threatening, abusive, harassing, tortuous, homophobic, sexist, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, including but not limited to any Submission which encourages conduct that would constitute a criminal offence, violate the laws of others or otherwise violates any applicable local, provincial, national or international law;

(ii) harm minors in any way;

(iii) download, post, e-mail or otherwise transmit any Submission that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(iv) download, post, e-mail or otherwise transmit any Submission that infringes, misappropriates, or otherwise violates any third party’s copyright, patent, trade-mark, or other proprietary right of publicity or privacy, or encourages or enables any other party to do so;

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(vii) interfere with or disrupt the Site or servers or networks connected to the Site, including attempting to interfere with the access of any other user, host or network, including without limitation, overloading, initiating, propagating, participating, directing or attempting
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(viii) direct bots, spiders, crawlers or any other automated process at Pason’s computer systems or otherwise, create unreasonable load upon any of Pason’s computer hardware, network, storage, input/output or electronic control devices;

(ix) use the Site for any public or commercial purposes, without the express prior written permission of Pason;

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(xi) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site; or

(xii) collect or store personal data about other users of the Site.

(d) Any breach of the above representations, covenants and warranties will result in immediate termination of your use of the Site, and, if appropriate, referral to relevant law enforcement authorities.

(e) Pason will treat any personal information that you submit through this Site in accordance with its Privacy Policy.

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Please click here to read and review Pason’s Privacy Policy, which describes Pason’s privacy policies and practices in detail, as such statement may be amended from time to time by Pason. Pason advises you to check the Privacy Policy on a frequent basis for changes. You hereby consent to the use of your personal information by Pason in accordance with the terms and for the limited purposes set forth in the Privacy Policy. By agreeing to these Terms of Use, you acknowledge and agree that certain information about you is subject to Pason’s Privacy Policy.

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(i) Pason disclaims any and all such above representations, warranties and conditions to the fullest extent permissible under applicable law. Certain jurisdictions do not allow limitations on implied warranties or conditions or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have additional rights.

9. Indemnity

You agree at all times to indemnify, defend and hold harmless Pason, its employees, contractors, agents, officers, directors, successors and assigns (the “Indemnified Parties”) from and against any claims, losses, judgments, actions, proceedings, damages, costs and expenses (including without limitation, reasonable legal and other fees and disbursements) incurred by any of the foregoing parties due to or resulting from your use or misuse of the site, the content, from submissions that you post to, submit or transmit through the site or from your violation of these terms of use. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the content or the site.

10. Security

(a) Any passwords used for this site are for individual use only. You will be responsible for the security of your password (if any). Please change your passwords frequently.

(b) You further agree not to disclose your password to any other person and Pason and its officers, directors and employees will not be responsible for the unauthorized use of your profile by any other person and are under no obligation to confirm the actual identity of any password. You also agree to change your password on a regular basis in order to reduce the potential for unauthorized third party use and agree to notify Pason immediately upon becoming aware of any known or suspected unauthorized use(s) of your password to gain access to your profile, or any known breach of security, including loss, theft or unauthorized disclosure of your password or account or any other breach of security, via e-mail to .com if at any time your password or username is, or you believe it has been, lost, stolen, disclosed, or otherwise compromised. Pason cannot and will not be liable for any loss or damage arising from your failure to comply with these provisions. You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system resources and/or accounts. The use
or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Pason reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. Pason reserves the right to investigate suspected violations of these Terms of Use.

(c) Pason reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Pason to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. By using this Site, you hereby waive, and will hold Pason harmless from, any claims resulting from any action taken by Pason during or as a result of its investigations and/or from any actions taken as a consequence of investigations by either Pason or law enforcement authorities.

11. Violations

Please report any violations of these Terms of Use to Pason at sales@pason.com.

12. Applicable Law

These Terms of Use and any action related thereto or related to the Site and the Content will be governed, controlled, interpreted and defined by and under the laws of the Province of Alberta and the federal laws applicable therein without giving effect to any principles of conflicts of laws. The United Nations Convention on the International Sale of Goods is explicitly excluded from this agreement. You agree that any action at law or in equity arising out of or relating to these Terms of Use or your use of the Site and the Content will be filed only in a court located in Calgary, Ontario, Canada, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts for the purpose of any such action. Your use of the Site is void where prohibited by laws in jurisdictions to which you are otherwise subject, and you agree not to visit or use the Site or the Content in any such circumstances. Sections 2, 6-10, 12, 14-19 will survive any termination of these Terms of Use for any reason.

13. Termination

You acknowledge and agree that these Terms of Use will remain in effect for so long as you use this Site. You agree that this agreement can only be terminated by you once you have stopped using the Site. Pason reserves the right to terminate your use of the Site at any time, for any reason, with or without cause, if Pason believes that you are violating these Terms of Use in any way. Pason also has the right, in its sole discretion, to remove any Submissions from the Site. Pason may also terminate your password on the Site at any time, with or without cause or notice, for any reason. If you wish to terminate your account, you may choose to cease your use of the Site or to send Pason notification by e-mail at techsupport@pason.com. Pason will not be responsible for maintaining or returning Submissions or your password. You should always maintain a copy of your Submissions.

14. Entire Agreement

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16. **Assignment**

You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder.

17. **Severability**

If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties’ intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

18. **No Waiver**

Pason will not be considered to have waived any of its rights or remedies described in these Terms of Use unless the waiver is in writing and signed by Pason. No delay or omission by Pason in exercising its rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. Pason’s failure to enforce the strict performance of any provision of these Terms of Use will not constitute a waiver of Pason’s right to subsequently enforce such provision or any other provisions of these Terms of Use.

19. **Headings**

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