

Ungava Legal Terms and Conditions

- 1. USE OF THIS WEBSITE:** This website is owned and operated by Domaine Pinnacle Inc. (collectively hereafter "Site Owner"). Your use of this website is subject to the following terms and all applicable laws. By accessing and browsing this website, you accept, without limitation or qualification, these terms. If you do not agree with any of the terms, please do not use this website. Material on this website may not be copied, reproduced, republished, uploaded, posted, transmitted, posted, distributed or modified in whole or in part, whether in text, graphical, audio, video or executable form, except with written permission of Site Owner. You are responsible for ensuring that your access to this website and material available on or through it is legal in each jurisdiction in or through which you access or view the site or such material.
- 2. EXCLUSION OF WARRANTIES:** Site Owner makes no representation or warranty regarding the functionality or condition of this website, its suitability for use, or that its use will be uninterrupted or error-free. ALL MATERIAL OR INFORMATION ON THIS WEBSITE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTIES OF ANY KIND. SITE OWNER AND ITS LICENSORS DISCLAIM ALL WARRANTIES OR CONDITIONS, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The information and materials on this website are not intended to provide specific technical, financial, tax, legal, business, accounting or other advice for your individual circumstances, and you should consult your own professional advisors to determine how any information or materials provided on this website apply to your individual circumstances. These exclusions are in addition to any specific exclusions otherwise provided in these terms and conditions. To the extent that the jurisdiction to which you are subject does not allow exclusion of certain warranties, such exclusions that are not permitted do not apply.
- 3. LIMITATION OF LIABILITY:** NEITHER SITE OWNER NOR ITS LICENSORS WILL BE LIABLE FOR ANY DAMAGES, EITHER DIRECT OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, FOR USE OF OR INABILITY TO USE MATERIAL, PRODUCTS OR SERVICES OF ANY KIND, DELAY OF OR PARTIAL DELIVERY, TERMINATION OF RIGHTS OR LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, WHETHER ON A CONTRACTUAL OR EXTRACONTRACTUAL BASIS, OR TO PROVIDE INDEMNIFICATION OR ANY OTHER REMEDY TO YOU OR ANY THIRD PARTY. Your sole and exclusive remedy is to discontinue using and

accessing this website. To the extent that the jurisdiction to which you are subject does not allow any part of such limitation, such part does not apply.

4. **OWNERSHIP AND CONFIDENTIALITY:** Material on this website, including but not limited to text, images, illustrations, software, audio clips and video clips, is owned or otherwise provided by Site Owner, and Site Owner does not represent or warrant that such material does not infringe the rights of any other person or entity. You acknowledge that information or material which you provide electronically through your access to or usage of this website is not confidential or proprietary, except as may be required under applicable law, and acknowledge that unprotected e-mail communication over the Internet is subject to possible interception, alteration or loss. You also warrant that any information or materials which you provide to Site Owner electronically through your access to or usage of this website does not infringe the rights of any person or entity, and acknowledge that such information and materials may be used in whole or in part in any manner by Site Owner including, but not limited to, reproduction, retransmission, publication of such information or material or ideas, concepts or other know-how contained therein for the commercial purposes of Site Owner or disclosure of your identity. Trademarks, logos and service marks (collectively, "Marks") displayed on this website are registered or unregistered Marks of Site Owner or others, are the property of their respective owners, and may not be used without written permission of the owner of such Marks. Any information or material contained on this website which may be reproduced pursuant to these terms must bear the proprietary rights notices which originally appear on or in conjunction with such information or material.
5. **MONITORING:** Site Owner may monitor access to discussions and postings on and other activities relating to the site, and intervene in relation thereto, but does not make any representation or warranty that it will do so. You consent to any such monitoring and intervention in the event Site Owner elects to do so.
6. **LINKS:** Links and references to other websites are provided to you as a convenience only. Site Owner has not reviewed and does not expressly or implicitly endorse other websites or any information or material, or the accessibility thereof, via such links, and does not assume any responsibility for any such other websites, information or material posted thereon, or products or services offered thereon. You may not create links from other websites to this website, except if expressly permitted by Site Owner.

7. **ACCURACY OF INFORMATION:** While Site Owner may update the information or materials on this website from time to time, no assurance is given that information or material on this website is up-to-date, accurate, error-free or complete.
8. **VIRUSES, ETC.:** Site Owner does not represent or warrant that the information or materials, including without limitation any downloadable software, accessed from or through this website will be uninterrupted or free of errors, defects, viruses or other harmful components, or that any such problems which are discovered will be corrected.
9. **DAMAGE TO OTHERS:** You agree not to introduce into or through this website any information or materials which may be harmful to others. Among other things, you agree not to include, knowingly or otherwise, any error or defect in material or information which may, among other things, be a libel, slander, defamation or obscenity, or promote hatred or otherwise give rise to a criminal offence or civil liability on the part of any person or entity.
10. **RESERVE OF RIGHTS:** All rights not expressly granted in these terms are reserved to Site Owner. Nothing contained in these terms shall be construed as conferring by implication, estoppel or otherwise any license or right under any copyright, patent, trademark or other intellectual right of Site Owner or any other person or entity.
11. **GOVERNING LAW:** These terms shall be governed by the laws of the Province of Quebec the applicable laws of Canada without reference to principles of conflict of laws. You agree to be bound by such laws and to submit to the jurisdiction of the courts of Quebec, Canada in connection with the interpretation or application of these terms.
12. **CHANGES TO TERMS:** Site Owner may modify, alter or otherwise update the terms applicable to this website from time to time without notice, and you agree to be bound by such terms as are in effect at the time at which you access the Site Owner website.
13. **COMPLIANCE:** This website is controlled and operated by Site Owner located in Frelighsburg, Canada. Site Owner makes no representation that materials on the website are appropriate or available for use in other locations. Those who choose to access this website from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.
14. **SURVIVAL:** These terms and conditions apply while you are accessing the website and remain in effect thereafter, subject to section 12. In the

event that this website is no longer accessible to you, the provisions set out in section 2, 3 and 4 of these terms and conditions shall survive thereafter.