



NATIONAL ABORIGINAL LANDS MANAGERS ASSOCIATION WEBSITE TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use confirm an agreement between any individual accessing the NALMA.ca website and the NATIONAL ABORIGINAL LANDS ASSOCIATION (NALMA). Please read these TERMS AND CONDITIONS OF USE before using NALMA.ca as they contain binding legal terms and obligations, including limitations of the NATIONAL ABORIGINAL LANDS MANAGERS ASSOCIATION / NALMA.ca's liability and disclaimers.

1. ACCEPTANCE OF TERMS
2. YOUR NALMA.CA REGISTRATION OBLIGATIONS
3. PRIVACY STATEMENT
4. USER CONDUCT
5. SUBMITTED/UPLOADED CONTENT
6. FORUMS AND CHAT ROOMS
7. RESPONSIBILITY FOR MINORS
8. RESTRICTIONS ON RE-USE, RE-SALE OF SERVICES
9. COMMERCIAL USE
10. ACCESS AND INTERFERENCE
11. DOWNLOADS
12. INDEMNITY
13. GENERAL PRACTICES REGARDING USE AND STORAGE
14. MODIFICATIONS TO SERVICE (OTHER THAN PAID SERVICES)
15. TERMINATION
16. CONTENT LINKED TO NALMA.CA
17. DISCLAIMER OF WARRANTIES
18. LIMITATION OF LIABILITY
19. EXCLUSIONS AND LIMITATIONS
20. PROFESSIONAL INFORMATION DISCLAIMER
21. SEARCH CONTENT DISCLAIMER
22. THIRD PARTY DEALINGS & ONLINE SALES DISCLAIMER
23. TRADEMARKS
24. GOVERNING LAW/JURISDICTIONAL ISSUES
25. MISCELLANEOUS
 - Schedule "A": PHOTO SUBMISSION LICENCE, RELEASE & WAIVER
 - Schedule "B": SUBMITTER CONTENT LICENCE, RELEASE & WAIVER

1. ACCEPTANCE OF TERMS

This website and its related services are provided to you by the NATIONAL ABORIGINAL LANDS MANAGERS ASSOCIATION (NALMA) subject to the following Terms and Conditions of Use.

By using this website (the "NALMA.ca Site") or any products, content or other services available on the NALMA.ca Site (each a "Service" and collectively, the "Services"), you agree, without limitation or qualification, to be bound by these Terms and Conditions and such other additional or alternative terms, conditions, rules and policies which are displayed or to which you may be directed in connection with the NALMA.ca Site or Service (collectively the "Terms and Conditions"), all as may be modified by NALMA in accordance with these Terms and Conditions. These Terms and Conditions, along with any modifications or additional or alternate terms or conditions referred to, shall be the entire agreement between you and NALMA and any prior communications between you and NALMA (including, for example, e-mails) do not form part of these Terms and Conditions. If you do not agree with these Terms and Conditions, you may not use the NALMA.ca Site or any of the Services.

2. YOUR REGISTRATION OBLIGATIONS

Certain Services may require that we collect certain registration data from you. In consideration of your use of the Services, you agree to:

- a. provide true, accurate, current and complete information about yourself where required and as prompted by the Services registration form (such information being the "Registration Data");
- b. maintain and promptly update the Registration Data to keep it true, accurate, current and complete; and if you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). Where you are required to create a password and account to access a Service, you are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to:
 - a. immediately notify the NATIONAL ABORIGINAL LANDS MANAGERS ASSOCIATION Head Office of any unauthorized use of your password or account or any other breach of security; and
 - b. ensure that you exit from your account at the end of each session. NALMA cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 2.

3. PRIVACY POLICY

Registration Data and certain other personal information about you is subject to our Privacy Policy. For more information, please see our Privacy Policy Statement. You agree that NALMA has the right, but not the obligation, to monitor the NALMA.ca Site and Services electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the NALMA.ca Site or any of the Services properly, or to protect itself or its users in accordance with the Privacy Policy Statement and applicable privacy legislation.

4. USER CONDUCT

All information, data, text, software, music (including both the particular performance(s) and the underlying musical composition), sound, photographs, graphics, images, avatars, video, messages, ideas, reviews, opinions, suggestions or other materials on the NALMA.ca Site ("Content"), submitted by a user, whether publicly or privately posted, e-mailed, transmitted, uploaded or otherwise submitted to the NALMA.ca Site or the Services ("Submitter Content") is the sole responsibility of the person from which such Submitter Content originated and any such post, e-mail, transmission, uploading or other submission of such Submitter Content is subject to the Submission Release Terms and Conditions referred to in Section 5 below.

In addition to the License, Release and Waiver terms for Photo Content and Submitter Content (as defined in Section 5 below), you also acknowledge and agree that you, and not NALMA, are entirely responsible for all Submitter Content that you post, e-mail, transmit, upload or otherwise submit via the NALMA.ca Site and/or pursuant to the Services.

NALMA does not control the Submitter Content posted via the NALMA.ca Site and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the NALMA.ca Site or Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will NALMA be liable in any way for any loss, damage or injury related to, or arising as a result of, any Content (including Submitter Content), including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Submitter Content posted, e-mailed, transmitted, uploaded or otherwise submitted via a Service.

You agree to not use any Service to post, e-mail, transmit, upload or otherwise submit any Submitter Content that:

- a. is offensive to the online community, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- b. could be harmful to minors;
- c. harasses or advocates harassment of another person;
- d. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- e. promotes information that is false, misleading, illegal or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- f. infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party including, without limitation, promoting an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or video or links to pirated music or video files;
- g. contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- h. displays pornographic or sexually explicit material of any kind;
- i. provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under the age of 18;
- j. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- k. solicits passwords or personal identifying information for commercial or unlawful purposes from other users;

- l. transmits information to which you do not have a right under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information);
- m. engages in commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, and pyramid schemes, without our prior written consent; and
- n. contains or will contain any disabling mechanism or protection feature designed to prevent its use, including any clock, timer, counter, computer virus, worm, software lock, drop dead device, Trojan horse routine, trap door, time bomb or any other codes, designs, routines or instructions that may be used to access, modify, replicate, distort, delete, damage or disable the Content, any Services of the NALMA.ca Site and any world wide web pages or any operating system, software or hardware on which such Content, Service of the NALMA.ca Site is operated or displayed except as specifically designed into the Content.

NALMA and its designees shall have the right to remove any Submitter Content that violates these Terms and Conditions, or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. You acknowledge and agree that NALMA may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

- a. comply with legal process;
- b. enforce these Terms and Conditions;
- c. respond to claims that any Content violates the rights of third-parties; or
- d. protect the rights, property, or personal safety of NALMA, its users and/or the public.

5. SUBMITTED/UPLOADED CONTENT

You agree that by posting, e-mailing, transmitting, uploading or otherwise submitting any Submitter Content materials to any content generating or submitting Service on the NALMA.ca Site including, without limitation, to any chat-room, forum, literary and/or dramatic content upload Service, reporting/blogging Service, criticism, review or opinion upload Service, or any image, photograph or other visual art-form upload Service, you are agreeing to the applicable Submission Release Terms and Conditions linked here for your reference. For any photo that may be uploaded, please refer to the following Photo Submission License, Release and Waiver (Schedule "A" below). For all other Submitter Content please refer to the following Submission License, Release and Waiver (Schedule "B" below). Each of the Photo Submission License, Release and Waiver and the Submitter Content License, Release and Waiver are hereby incorporated by reference into these Terms and Conditions.

PLEASE READ THE APPLICABLE SUBMISSION RELEASE TERMS AND CONDITIONS BEFORE POSTING, E-MAILING, TRANSMITTING, UPLOADING OR OTHERWISE SUBMITTING ANY CONTENT WHATSOEVER TO THE NALMA.CA SITE OR SERVICE. ANY SUCH POSTING, E-MAILING, TRANSMITTING, UPLOADING OR OTHER SUBMISSION OF CONTENT TO THE NALMA.CA SITE OR SERVICE WILL INDICATE THAT YOU ACCEPT AND AGREE TO BE BOUND BY THE APPLICABLE SUBMISSION RELEASE TERMS AND CONDITIONS. WITHOUT LIMITING THE GENERALITY OF THE SUBMISSION RELEASE TERMS AND CONDITIONS, UNDER NO CIRCUMSTANCES SHALL ANY DISCLOSURE OF ANY SUBMITTER CONTENT OR RELATED MATERIAL TO NALMA BE SUBJECT TO ANY OBLIGATION OF CONFIDENTIALITY OR EXPECTATION OF COMPENSATION. BY SUBMITTING SUBMITTER CONTENT OR ANY RELATED MATERIAL TO NALMA, YOU ARE WAIVING ANY AND ALL RIGHTS (INCLUDING WITHOUT LIMITATION MORAL RIGHTS) THAT YOU MAY HAVE IN THE SUBMITTER CONTENT OR ANY RELATED MATERIAL AND ARE REPRESENTING AND WARRANTING

TO NALMA THAT THE SUBMITTER CONTENT (AND ALL PARTS OF IT) OR ANY RELATED MATERIAL ARE WHOLLY ORIGINAL WITH YOU, THAT NO ONE ELSE HAS ANY RIGHTS IN THE SUBMITTER CONTENT OR ANY RELATED MATERIAL AND THAT NALMA IS FREE TO IMPLEMENT, PUBLISH, DISTRIBUTE, REPRODUCE, COMMUNICATE (AND AUTHORIZE THE COMMUNICATION OF), TRANSMIT, MODIFY AND OTHERWISE EXPLOIT THE SUBMITTER CONTENT (INCLUDING ANY IDEA AND/OR SUGGESTION) AND TO USE THE RELATED MATERIAL IF IT SO DESIRES, AS PROVIDED OR AS MODIFIED BY NALMA, WITHOUT OBTAINING PERMISSION OR LICENSE FROM ANY THIRD PARTY.

6. FORUMS AND CHAT ROOMS

When participating in a forum or chat room, never assume that people are who they say they are, know what they say they know, or are affiliated with whom they say they are affiliated. NALMA cannot be responsible for the content or accuracy of any information, and will not be responsible for any reliance or decisions made based on such information. When using a forum or chat room, you may not post, transmit, link to, or otherwise distribute any information, materials or content that does not generally pertain to the designated topic or theme of the particular forum or chat room. Use of a forum or chat room for commercial purposes of any kind is strictly prohibited. Please note that NALMA reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of these Terms and Conditions. Use of and/or participation in connection with any forum, chat room or message board shall indicate your acceptance of the Terms and Conditions of Use.

7. RESPONSIBILITY FOR MINORS

In cases where you have authorized a minor to use the NALMA.ca Site or any of the Services, you recognize that you are fully responsible for:

- i. the online conduct of such minor;
- ii. controlling the minor's access to and use of the NALMA.ca Site or any of the Services; and
- iii. the consequences of any misuse by the minor.

You acknowledge that some of the areas of the NALMA.ca Site may contain Content that is inappropriate for minors. You acknowledge that NALMA has no obligation to monitor the Services or any Content accessible through the NALMA.ca Site.

8. RESTRICTIONS ON RE-USE, RE-SALE OF SERVICES

All Content available on the NALMA.ca Site, including the manner in which such Content is presented, and the Services are: Copyright © 2011 NALMA, its affiliates, related companies, unaffiliated partners and/or licensors. All rights reserved. Such Content is protected by Canadian and worldwide copyright laws and treaty provisions. NALMA grants you a limited non-exclusive, non-transferable license to use and display on your computer or other electronic access device, the Content and Services for your own personal and non-commercial use only, provided that you do not modify the Content and that you maintain all copyright and other proprietary notices.

Except as provided herein, you agree not to reproduce, make derivative works of, retransmit, distribute, sell, publish, communicate, broadcast or otherwise make available any of the Content obtained through the NALMA.ca Site or any of the Services, including without limitation, by caching, framing, deep-linking or similar means, without the prior written consent of the respective

copyright owner of such Content.

Your entry or participation in any contest, sweepstakes, promotion or other similar offering on the NALMA.ca Site (each, a "Contest") shall also be subject to and governed by the specific rules and regulations in respect of that Contest.

9. COMMERCIAL USE

No bulletin board, forum, chat room or other areas of the NALMA.ca Site may be used by you for any commercial purposes such as to conduct sales of goods and services of any kind. You must obtain our prior written consent to make commercial offers of any kind, whether by advertising, solicitations, links, or any other form of communication. Without limiting the foregoing, you may not resell or link to other sites for any commercial purpose whatsoever. We reserve the right to investigate and take appropriate legal action against anyone who violates this provision, including without limitation, removing the offending communication from the NALMA.ca Site and barring such violators from use of the NALMA.ca Site. We reserve the right to block access to the NALMA.ca Sites by any user known or reasonably believed to be utilizing automated means to process commercial uses (including sale of goods and services).

10. ACCESS AND INTERFERENCE

You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the Content contained thereon or for any other unauthorized purpose without our prior express written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not access, reload or "refresh" pages contained on the NALMA.ca Site, or make any other request to transactional servers, more than once during any three second interval.

11. DOWNLOADS

Certain Services may allow you to download software applications or other forms of Content, including files, images and/or data incorporated therein (collectively, the "Software"). The Software is made available to you by NALMA or third parties subject to these Terms and Conditions of Use and the terms and conditions made available to you during the software installation process. You agree that the Software is licensed to you by NALMA or third parties for your personal and non-commercial use only provided that you do not modify the Software and that you maintain all copyright and other proprietary notices and that NALMA or the designated third parties retain full and complete title to the Software and all intellectual property rights therein.

You may not redistribute, sell, de-compile, reverse engineer, disassemble, or otherwise reduce the Software to a human-readable form. You agree that it is your responsibility to review and evaluate the Software and the related Terms and Conditions, and that all risk associated with the use of, or reliance on, the Software rests with you. You further agree that NALMA, including its suppliers, shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, the Software, including the failure of the Software to meet your needs, standards, expectations or specifications.

The NALMA.ca Site and/or Services and software derived from the NALMA.ca Site and/or Services may be further subject to certain Canadian export controls. By downloading or using the NALMA.ca Site, Services or any software derived there from, you acknowledge that it is your responsibility to determine the applicability of and the compliance with, any export controls and you hereby represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list referred to above in respect of any applicable export control.

12. INDEMNITY

You agree to defend, indemnify and hold harmless each of NALMA, its affiliates and licensors and each of their respective officers, directors, employees and agents, including all third parties mentioned on the NALMA.ca Site, from and against any and all claims, actions or demands, including without limitation reasonable legal and accounting fees, resulting from or related to:

- a. your breach of any of these Terms and Conditions (including any Terms and Conditions incorporated by reference);
- b. your access to or use of the NALMA.ca Site, Services or Content; or
- c. your use or reliance on, or publication, communication or distribution of anything on or from the NALMA.ca Site or through any of the Services. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

13. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that NALMA may establish general practices and limits concerning use of the Services, including without limitation the maximum number of days that Submitter Content will be retained by the NALMA.ca Site, the maximum disk space that will be allotted on NALMA servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the NALMA.ca Site or the Services in a given period of time. You agree that NALMA has no responsibility or liability for the deletion or failure to store any messages and other communications or other Submitter Content maintained or transmitted on or by the NALMA.ca Site or Service. You further acknowledge that, in relation to free services, NALMA reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

14. MODIFICATIONS TO SERVICE (OTHER THAN PAID SERVICES)

For users of the NALMA.ca Site and/or any Services, NALMA reserves the right, in its sole discretion, at any time and from time to time to modify these Terms and Conditions of Use and discontinue, temporarily or permanently, the NALMA.ca Site or Services (or any part of the NALMA.ca Site or Services) with or without notice. You agree that any modification or discontinuance of the NALMA.ca Site or Services may be effected without prior notice, and acknowledge and agree that in connection with any such modification or discontinuance, NALMA may immediately deactivate or delete your account and all related information and files in your account (including any registration data). You further agree that NALMA shall not be liable to you or to any other person as a result of any such modification or discontinuance for any reason whatsoever. Your continued use of the NALMA.ca Site or Service will mean that you accept those changes.

15. TERMINATION

You agree that NALMA, in its sole discretion, may suspend or terminate your password, account (or any part thereof) or use of the NALMA.ca Site or Services, and remove and discard any Submitter Content within the Service at its convenience, or for any reason, including, without limitation, for lack of use or if NALMA believes that you have violated or acted inconsistently with the letter or spirit of the Terms and Conditions of Use. NALMA may also in its sole discretion and at any time discontinue providing the NALMA.ca Site or Services, or any parts of the NALMA.ca Site or Services, with or without notice. You agree that any suspension and/or termination of your access to the NALMA.ca Site or Services may be effected without prior notice, and acknowledge and agree that NALMA may immediately deactivate or delete your account and all related information and files in your account (including any Registration Data) and/or bar any further access to such files or the Services. You further agree that NALMA shall not be liable to you or to any other person as a result of any such suspension or termination. If you are dissatisfied with a the NALMA.ca Site or any of the Services or with any terms, conditions, rules, policies, guidelines, or practices of NALMA in operating the NALMA.ca Site or any of the Services, your sole and exclusive remedy is to discontinue using the NALMA.ca Site or Services in question.

16. CONTENT LINKED TO NALMA.CA

Please exercise discretion while browsing the Internet. Please note that certain links on the NALMA.ca Site may take you to other websites. NALMA provides these links only as a convenience and not as an endorsement by NALMA. These linked sites are not necessarily under the control of NALMA. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses and other destructive elements. Furthermore, you acknowledge and confirm that you are responsible for viewing and abiding by the terms of use and privacy policies posted at these third party linked sites. NALMA is not responsible for the content of any such linked sites or any other web page which is not part of the NALMA.ca Site and under NALMA control. Unless otherwise expressly provided, NALMA makes no representation or warranty regarding, and does not endorse, any linked site or the information, products or services appearing thereon. Accordingly, you agree that NALMA will not be responsible or liable in any way for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in any site linked from the NALMA.ca Site or the use of any personal information that you provide to such linked site by the operator(s) of such linked site.

17. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE NALMA.CA SITE OR SERVICE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE NALMA.CA SITE OR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NALMA 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 NON-INFRINGEMENT.

- b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NALMA MAKES NO WARRANTY THAT:
 - i. THE NALMA.CA SITE OR SERVICES WILL MEET YOUR REQUIREMENTS,
 - ii. THE NALMA.CA SITE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE,
 - iii. THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE NALMA.CA SITE OR SERVICES WILL BE ACCURATE OR RELIABLE,
 - iv. THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE NALMA.CA SITE OR SERVICES WILL MEET YOUR EXPECTATIONS, AND
 - v. ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE NALMA.CA SITE OR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NALMA, THE NALMA.CA SITE OR THROUGH OR FROM ANY SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS AND CONDITIONS.

18. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NALMA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF NALMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

- i. THE USE OR THE INABILITY TO USE THE NALMA.CA SITE OR SERVICES;
- ii. THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE NALMA.CA SITE OR SERVICES;
- iii. UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
- iv. STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE NALMA.CA SITE OR SERVICES; OR
- v. ANY OTHER MATTER RELATING TO THE NALMA.CA SITE OR SERVICES. YOU EXPRESSLY ACKNOWLEDGE THAT NALMA HAS ENTERED INTO THIS AGREEMENT, AND HAS AND WILL MAKE THE NALMA.CA SITE, SERVICES AND CONTENT AVAILABLE TO YOU IN RELIANCE UPON THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH IN THESE TERMS AND CONDITIONS, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND NALMA. YOU EXPRESSLY AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS

SET FORTH IN THESE TERMS AND CONDITIONS WILL SURVIVE, AND CONTINUE TO APPLY IN THE CASE OF, FUNDAMENTAL BREACH OR BREACHES, THE FAILURE OF ESSENTIAL PURPOSE OF CONTRACT, THE FAILURE OF ANY EXCLUSIVE REMEDY OR TERMINATION OF THIS AGREEMENT.

19. EXCLUSIONS AND LIMITATIONS

EXCLUSIONS AND LIMITATIONS: SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 18 AND 19 MAY NOT APPLY TO YOU.

20. PROFESSIONAL INFORMATION DISCLAIMER

The NALMA.ca Site may make available certain information provided by third parties related to various professional fields (the "Professional Information"). The Professional Information is provided for educational and entertainment purposes only and should not be interpreted as a recommendation for a specific product or course of action. Use of the NALMA.ca Site does not replace consultations with a qualified and relevant professionals. In addition, while the Professional Information is frequently updated, this information changes rapidly and therefore, some of the Professional Information may be out of date. You agree that all risk associated with the use of, or reliance on, any of the Professional Information rests with you. You further agree that NALMA, including its suppliers, shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any such Professional Information.

21. SEARCH CONTENT DISCLAIMER

Any and all pictures, sounds, sound effects, sound recordings, musical works, performances, graphics, video, cinematic productions, audio-visual works, search results, listings (paid or free) and/or the arrangement thereof and any other works (the "Multimedia Content") located through the NALMA.ca Site's search services are protected by copyright and/or other intellectual property laws. NALMA does not have the right to authorize you to reproduce, distribute, publicly display, publicly perform, communicate or create derivative works from any files containing such Multimedia Content. Where search results link to sites outside the NALMA.ca Site, all of the Multimedia Content contained on such sites is owned and served by entities other than NALMA. NALMA provides you with the URL or address of the Multimedia Content; this information may be used to determine the server of the Multimedia Content. If you intend to make use of any Multimedia Content accessed through the NALMA.ca Site's search services for commercial or noncommercial purposes, we strongly suggest that you contact the server and/or owner of the Multimedia Content for permission to use such Multimedia Content.

22. THIRD PARTY DEALINGS & ONLINE SALES DISCLAIMER

You acknowledge that some of the services accessible on the NALMA.ca Site are provided by Third Parties. You acknowledge and agree that your correspondence or business dealings with any third parties, including any merchants or advertisers, found on, or through, the NALMA.ca Site or any of the Services, including payment for and delivery of related goods and services, and all other terms,

conditions, representations and warranties related to such dealings, are solely as between you and such third parties.

23. TRADEMARKS

The NALMA Logo Design, and other trademarks and design marks, service names and associated designs are trademarks and registered trademarks owned or licensed by NALMA and/or their affiliates or related companies (collectively, the "NALMA Marks"). All other product, brand and company names and logos used or mentioned on the NALMA.ca Site or any of the Services may be the trademarks or registered trademarks of their respective owners. Any use of any trademarks appearing on the NALMA.ca Site or any of the Services without the express written consent of the owner of the trademark is strictly prohibited.

24. GOVERNING LAW/JURISDICTIONAL ISSUES

Except for third party sites and services independently operated and accessed through the NALMA.ca Site, the NALMA.ca Site and Services are controlled, operated and administered by NALMA from its offices within Canada. NALMA makes no representation or warranty that the NALMA.ca Site or any of the Services are appropriate or available for use at any locations outside Canada. If you access the NALMA.ca Site from outside Canada, you are responsible for compliance with all applicable laws. You may not export any of the Content accessible through the NALMA.ca Site in violation of applicable export laws and regulations. These Terms and Conditions shall be interpreted, construed and governed by the laws in force in the Province of Ontario, and the federal laws of Canada applicable therein, without reference to its conflict of laws principles. Subject to the Arbitration and Actions paragraph below, each party hereby agrees to submit to the jurisdiction of the courts of the Province of Ontario and the Federal Courts situated therein, and to waive any objections based upon venue. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms and Conditions.

25. MISCELLANEOUS

These Terms and Conditions constitute the entire agreement between NALMA and you pertaining to your use of the NALMA.ca Site and Services and, except as specifically set forth herein, supersede any prior agreements between you and NALMA relating to the NALMA.ca Sites and Services. NALMA may assign these Terms and Conditions of Use, in whole or in part, at any time. NALMA's failure to insist upon or enforce strict performance of any right or provision of the Terms and Conditions of Use shall not constitute or be construed as a waiver of any right or provision. If any of the provisions (or parts thereof) contained in the Terms and Conditions of Use are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions (or parts thereof) contained herein.

The parties have required that the Terms and Conditions of Use and all documents relating thereto be drawn up in English.

Les parties ont demandé que cette convention, ainsi que tous les documents que s'y rattachent, soient rédigés en anglais.

In the event of a conflict between the English and French version of these terms, the English version shall prevail.

SCHEDULE "A"
PHOTO SUBMISSION LICENCE, RELEASE AND WAIVER

Please note that we cannot publish your photographic materials or images ("Photos") if you do not own all rights in them, and have permission from those who may appear in your Photos to publish the Photos. If you decide at any time that you no longer want us to use your Photos pursuant to this license, simply send us a written request to the attention of:

NALMA Privacy Compliance Officer
c/o NALMA Head Office, 1024 Mississauga Street, Curve Lake, ON, K0L 1R0.

In consideration of the NALMA agreement to allow you to post, email, transmit, upload or otherwise submit any Photo to the NALMA.ca Site or Services and, possibly, to review, and potentially publish any such materials submitted to NALMA by you, and for other valuable consideration the receipt and sufficiency of which are hereby expressly and irrevocably acknowledged, you agree with NALMA as follows:

1. You grant to NALMA a non-exclusive and royalty-free right and license, (but not the obligation), in perpetuity throughout the world, to use, reproduce, store, transmit, communicate the Photo in whole or in part, or any part thereof, (i) on the NALMA.ca Site now existing or to be created (including, without limitation, internet web pages located at the domain name NALMA or its successor websites) and however configured for any electronic distribution platform or device whether fixed or mobile (whether now known or to be devised and including, without limitation, phones, personal digital assistant, pagers and other wireless enabled devices and applications); and (ii) in any newspaper (including but not limited to print and Digital Editions of such newspapers) owned or operated by NALMA and/or its affiliates, related companies, unaffiliated partners and/or licensees, successors or assigns, for the purpose of promoting your Photo and its submission to the NALMA.ca Site. You irrevocably waive, in NALMA favour any and all so-called "moral rights" in connection with your Photo. You grant these rights and this waiver to NALMA free of charge.
2. You represent and warrant that:
 - a. you own or control all of the rights in and to your Photo. The rights granted to NALMA in this license, the Photo and every one of its component elements are, wholly original with you and not copied in whole or in part from any other work, and/or you have obtained all necessary rights or licences in order to authorize use of your Photo for the above purposes;
 - b. you have the right to grant to NALMA the rights granted to us in this license. No further permissions, consents or payments are required from or to, any third party in connection with the use by NALMA of the rights granted hereunder, there is (and will not be) any agreement with a third party that may in any way interfere with NALMA rights under this license, and such rights are and shall be free and clear of any and all claims, rights and obligations whatsoever;
 - c. this license, and the Photo shall not be subject to the jurisdiction of any guild, organization, corporation or collective in any jurisdiction and no additional payment, royalties, or consent of any party are required in connection with NALMA exercise of the rights granted in this license. Without limiting what you have represented to above, you have not previously assigned any or all of the rights in and to the Photo to any guild, organization, corporation or collective or other person or entity whatsoever; and

- d. you are a resident of Canada.
3. NALMA is the sole owner of all rights (including copyright) in the NALMA.ca Site and in this capacity shall have the right to use the Photo in any manner in its sole discretion within the terms of this license, including, but not limited to the right to edit your Photo to accommodate publication requirements; and to add to, delete from, edit, alter and otherwise combine the content with any other content in any manner and in any media whatsoever.
 4. You expressly and irrevocably release and forever discharge NALMA, its parent, subsidiary, affiliated and associated companies, and their directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns of and from any and all actions, causes of action, suits, proceedings, liability, debts, judgments, claims and demands whatsoever in law or equity which you ever had, now have, or hereafter can, shall or may have, for or by reason of, or arising directly or indirectly out of, NALMA exercise of its rights in this license, release and waiver.
 5. You hereby agree to indemnify and hold harmless NALMA, its partners, their parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach of your representations and warranties or any other provision of this license, release and waiver.
 6. You shall not have any right to terminate the permissions granted herein, nor to seek, obtain, or enforce any injunctive or other equitable relief against NALMA, all of which such rights are hereby expressly and irrevocably waived by you in favour of NALMA.
 7. You acknowledge having obtained independent legal advice in connection with this license, release and waiver, failing which, you shall be deemed to have voluntarily waived the right to seek such independent legal advice.
 8. Certain portions of the NALMA.ca Site may run specific Photo submission campaigns, promotions or contests which envision reproduction of your photos in other publications or media. Certain portions of the NALMA.ca Site may also provide services to which you may upload your Photos for private viewing only (including but not limited to access by password and/or secure link only). In addition to the general Terms and Conditions of Use for the NALMA.ca Site (including the Licence, Release and Waiver terms for Photos and Submitter Content incorporated therein), any specific terms and conditions of those services, campaigns, promotions or contests shall apply to those Photo submissions and are incorporated into this licence. To the extent that there is conflict between the provisions of those specific terms, this licence and the general Terms and Conditions of Use for the NALMA.ca Site, the provisions of the specific terms and conditions of those Photo services, campaigns, promotions or contests shall apply. Except as otherwise defined in this license or in any specific terms and conditions of a Photo submission opportunity, any capitalized terms shall have the meanings given to such terms in the general Terms and Conditions of Use.

SCHEDULE "B"
SUBMITTER CONTENT SUBMISSION LICENCE, RELEASE AND WAIVER

In consideration of the NALMA agreement to allow you to post, e-mail, transmit, upload or otherwise submit any Submitter Content materials to the NALMA.ca Site or Services and, possibly, to review, and potentially publish any such materials submitted to NALMA by you, and for other valuable consideration the receipt and sufficiency of which are hereby expressly and irrevocably acknowledged, you agree with NALMA as follows.

1. You acknowledge that:
 - a. by posting, e-mailing, transmitting, uploading or otherwise submitting any Submitter Content to the NALMA.ca Site or Services, you hereby irrevocably grant and assign to NALMA the unlimited right and licence, for the full term of copyright or any extension thereof, to copy, adapt, transmit, communicate, public display and perform, distribute and create compilations and derivative works from such Submitter Content, and to publish, reproduce and otherwise use and exploit the Submitter Content in any manner and in any and all media, whether now known or hereafter devised, throughout the world, without further compensation. NALMA shall be entitled to edit the Submitter Content, and you hereby waive in favour of NALMA and its assigns, all "moral rights" in and to the Submitter Content. Nothing herein shall obligate NALMA to use or publish the Submitter Content in any manner. The rights granted hereunder may be freely assigned or sub-licensed by NALMA to any third party.
 - b. NALMA receives numerous submissions of ideas, stories and other materials from other sources and, in addition, NALMA creates, and/or commissions others to create on NALMA's behalf, such materials (collectively the "NALMA Materials"). The subject matter and substance and/or other elements (collectively the "Elements") contained in the NALMA Materials may be similar to those contained in the Submitter Content submitted by you. You expressly and irrevocably understand, acknowledge and agree that NALMA is accepting the Submitter Content at your request, which request was and is deemed to have been made by you after having been advised by NALMA that there are or may be pre-existing NALMA Materials which may have one or more Elements similar, or substantially similar, to those found in the Submitter Content;
 - c. NALMA shall be entitled to use the Submitter Content you submit to NALMA without compensation or obligation to you; and
 - d. There is no relationship of any type created, including without limitation any agency, or fiduciary relationship, as between you and NALMA by virtue of the submission by you of the Submitter Content to NALMA hereunder.
2. You hereby expressly and irrevocably release and forever discharge NALMA its parent, subsidiary, affiliated and associated companies, and their directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns of and from any and all actions, causes of action, suits, proceedings, liability, debts, judgments, claims and demands whatsoever in law or equity which you ever had, now have, or hereafter can, shall or may have, for or by reason of, or arising directly or indirectly out of, NALMA use of the Submitter Content.

3. You represent and warrant that:
 - a. the Submitter Content you submit, and each and every one of its component elements, are wholly original with you and not copied in whole or part from any other work;
 - b. you have the full and complete right to grant the permissions given hereunder to NALMA, and that no further permissions are required from, nor payments required to be made to any third party in connection with the use by NALMA of the Submitter Content as contemplated herein; and
 - c. the Submitter Content does not defame any person and does not infringe upon the copyright, moral rights, publicity rights, privacy rights or any other right of any person, or company, or violate any law or judicial or governmental order.
4. You hereby agree to indemnify and hold harmless NALMA, its partners, co-producers, financiers and distributors, their parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach of your representations and warranties or any other provision of this license, release and waiver.
5. You shall not have any right to terminate the permissions granted herein, nor to seek, obtain, or enforce any injunctive or other equitable relief against NALMA all of which such rights are hereby expressly and irrevocably waived by you in favour of NALMA.
6. You acknowledge having obtained independent legal advice in connection with this license, release and waiver, failing which, you shall be deemed to have voluntarily waived the right to seek such independent legal advice.
7. Except to the extent that they conflict with the license, release and waiver terms of the upload of your Photos, and/or Submitter Content, the general Terms and Conditions of Use of the NALMA.ca Site are also applicable to your submission of Submitter Content and such Terms and Conditions of Use are incorporated into this license. If those general NALMA Terms and Conditions of Use conflict with the terms and conditions of this license, release and waiver, this license, release and waiver will govern. Except as otherwise defined in this license, any capitalized terms shall have the meanings given to such terms in the general Terms and Conditions of Use.