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You agree to defend, indemnify, and hold Kerstin Mulfinger and its affiliates and related companies harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to the violation of this Agreement by you or users of your account, or in connection with the use of this site or the placement or transmission of any information or other materials on this site by you or users of your account.

### **Miscellaneous**

This Agreement, including any and all documents referenced herein, constitutes the entire agreement between Kerstin Mulfinger and you pertaining to the subject matter hereof. Kerstin Mulfinger'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 be 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 laws of the province of Ontario and the federal laws of Canada applicable therein. The parties have requested that this Agreement and all documents relating thereto be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

Kerstin Mulfinger has no obligation to monitor this site. However, you agree that Kerstin Mulfinger has the right to monitor this site electronically from time to time and to disclose any information as necessary to satisfy any law, regulation, or other governmental request, to operate this site properly, or to protect itself or its subscribers. Kerstin Mulfinger 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 this Agreement.

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