

# Terms of Use

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## A. TERMS APPLICABLE TO ALL USERS

### 1. Overview

YOUR USE OF THIS WEBSITE IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTING AND AGREEING TO THESE TERMS OF USE.

For users who are not registered with this Website, your use of the Website will be deemed to be acceptance of the Terms of Use, Section A.

For users who are registered with the Website, your use of the Website shall be subject to (i) certain designated terms (see Section B below) in addition to those terms applicable to all users and (ii) shall be further conditioned on your use of The Site.

IF THESE TERMS OF USE ARE NOT COMPLETELY ACCEPTABLE TO YOU, YOU MUST IMMEDIATELY TERMINATE YOUR USE OF THIS WEBSITE.

### 2. Changes to Terms

**JAB Motorsports** may, at any time, for any reason and without notice, make changes to (i) this Website, including its look, feel, format, and content, as well as (ii) the products and/or services as described in this Website. Any modifications will take effect when posted to the Website. Therefore, each time you access the Website, you need to review the Terms of Use upon which access and use of this Website is conditioned. By your continuing use of the Website after changes are posted, you will be deemed to have accepted such changes.

### 3. Jurisdiction

The Website is directed to those individuals and entities located in Canada. It is not directed to any person or entity in any jurisdiction where (by reason of nationality, residence, citizenship or otherwise) the publication or availability of the Website and its content, including its products and services, are unavailable or otherwise contrary to local laws or regulations. If this applies to you, you are not authorised to access or use any of the information on this Website. **JAB Motorsports** makes no representation that the information, opinions, advice or other content on the Website (collectively, "Content") is appropriate or that its products and services are available outside Canada. Those who choose to access this Website from other locations do so at their own risk and are responsible for compliance with applicable local laws.

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## 6. Links

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## 8. Spamming

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## 9. No Warranties

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## **10. Governing Law, Location and Miscellaneous**

These Terms of Use shall be governed in all respects by the laws of the Province of Alberta, Canada, without reference to its choice of law rules. If an applicable law is in conflict with any part of the Terms of Use, the Terms of Use will be deemed modified to conform to the law. The other provisions will not be affected by any such modification.

## **11. Separate Agreements**

You may have other agreements with **JAB Motorsports**. Those agreements are separate and in addition to these Terms of Use. These Terms of Use do not modify, revise or amend the terms of any other agreements you may have with **JAB Motorsports**.

## **12. Canadian Resident**

You represent that you are a resident of Canada.

## **13. No Professional Advice**

The information available on the Website is intended to be a general information resource regarding the matters covered, and is not tailored to your specific circumstance. You should not construe this as legal, accounting or other professional advice. This Website is not intended for use by minors. YOU SHOULD EVALUATE ALL INFORMATION, OPINIONS AND ADVICE AVAILABLE ON THIS WEBSITE IN CONSULTATION WITH YOUR INSURANCE SPECIALIST, OR WITH YOUR LEGAL, TAX, FINANCIAL OR OTHER ADVISOR, AS APPROPRIATE.

## **14. Users Disputes**

You are solely responsible for your interactions with other Users. **JAB Motorsports** reserves the right, but has no obligation, to monitor disputes between you and other Users.

### **15. User Submissions And Communications; Public Areas:**

You acknowledge that you own, solely responsible or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms of Use and will not cause injury to any person or entity; and that you will indemnify **JAB Motorsports** or its affiliates for all claims resulting from content you supply.

If you make any submission to an area of the Website accessed or accessible by the public (“Public Area”) or if you submit any business information, idea, concept or invention to **JAB Motorsports** by email, you automatically represent and warrant that the owner of such content or intellectual property has expressly granted **JAB Motorsports** a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. **JAB Motorsports** may sublicense its rights through multiple tiers of sublicenses. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, you must not submit them to the Public Areas or to **JAB Motorsports** by email. We try to answer every email in a timely manner, but are not always able to do so.

Some of the forums (individual bulletin boards and posts on the social network, for instance) on the Website are not moderated or reviewed. Accordingly, Users will be held directly and solely responsible for the content of messages that are posted. While not moderating the forums, the Site reviewer will periodically perform an administrative review for the purpose of deleting messages that are old, have received few responses, are off topic or irrelevant, serve as advertisements or seem otherwise inappropriate. **JAB Motorsports** has full discretion to delete messages. Users are encouraged to read the specific forum rules displayed in each discussion forum first before participating in that forum.

**JAB Motorsports** reserves the right (but is not obligated) to do any or all of the following:

- (a) Record the dialogue in public chat rooms.
- (b) Examine an allegation that a communication(s) do(es) not conform to the terms of this section and determine in its sole discretion to remove or request the removal of the communication(s).
- (c) Remove communications that are abusive, illegal, or disruptive, or that otherwise fail to conform with these Terms of Use.
- (d) Terminate a Member's access to any or all Public Areas and/or the **JAB Motorsports** Site upon any breach of these Terms of Use.
- (e) Monitor, edit, or disclose any communication in the Public Areas.
- (f) Edit or delete any communication(s) posted on the **JAB Motorsports** Site, regardless of whether such communication(s) violate these standards.

**JAB Motorsports** reserves the right to take any action it deems necessary to protect the personal safety of our guests or the public. **JAB Motorsports** has no liability or responsibility to users of the **JAB Motorsports** Website or any other person or entity for performance or non-performance of the aforementioned activities.

## **16. Arbitration**

Except as regarding any action seeking equitable relief, including without limitation for the purpose of protecting any **JAB Motorsports** confidential information and/or intellectual property rights, any controversy or claim arising out of or relating to these Terms of Use or this Website shall be settled by binding arbitration in accordance with the provisions, in effect at the time the proceedings begin, of the Commercial Arbitration Act. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be held in the province of \_\_\_\_\_.

All information relating to or disclosed by any party in connection with the arbitration of any disputes hereunder shall be treated by the parties, their representatives, and the arbitrator as proprietary business information. Such information shall not be disclosed by any party or their respective representatives without the prior written authorisation of the party furnishing such information. Such information shall not be disclosed by the arbitrator without the prior written authorisation of all parties. Each party shall bear the burden of its own counsel fees incurred in connection with any arbitration proceedings.

Judgment upon the award returned by the arbitrator may be entered in any court having jurisdiction over the parties or their assets or application of enforcement, as the case may be. Any award by the arbitrator shall be the sole and exclusive remedy of the parties. The parties hereby waive all rights to judicial review of the arbitrator's decision and any award contained therein.

## **18. Limitation of Liability**

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## 19. Indemnity

You agree to defend, indemnify, and hold **JAB Motorsports**, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use.

## B. ADDITIONAL TERMS APPLICABLE ONLY TO REGISTERED USERS

### 20. Accounts And Security

**JAB Motorsports** does not warrant that the functions contained in the service provided by the Website will be uninterrupted or error-free, that defects will be corrected or that this service or the server that makes it available will be free of viruses or other harmful components.

As part of the registration process, each user will select a password (“Password”) and Login Name (“Login Name”). You shall provide **JAB Motorsports** with accurate, complete, and updated Account information. Failure to do so shall constitute a breach of this Terms of Use, which may result in immediate termination of your Account.

You may not:

- (a) select or use a Login Name of another person with the intent to impersonate that person;
- (b) use a name subject to the rights of any other person without authorisation;
- (c) use a Login Name that Website, in its sole discretion, deems inappropriate or offensive.

You shall notify **JAB Motorsports** of any known or suspected unauthorised use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorised disclosure of your password. You shall be responsible for maintaining the confidentiality of your password.

Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your Account, at **JAB Motorsports’s** sole discretion, and you may be reported to appropriate law-enforcement agencies.

**Contact us:** If you would like to request additional information regarding these Terms of Use, please contact us at [info@jabmotorsports.ca](mailto:info@jabmotorsports.ca).