

## **Acceptance of Terms and Conditions**

Alameenpost.com ("the Website") is owned and operated by Alameen Media Inc. described in this Agreement as (the "Company", "we", "our", "us", "Alameen", "Alameenpost.com").

The use of this website is conditional upon your acceptance of these terms and conditions. You will be deemed to have accepted these terms and conditions by using this website, regardless of whether or not you register as a member. If you do not agree to these terms and conditions you must not use this website.

These Terms and Conditions constitute the agreement between you and the Company in respect of your use of the Service and the Website (the "Agreement").

## **Relationship**

None of the provisions of the User Agreement shall be deemed to constitute a partnership or agency between you and Alameen and you shall have no authority to bind Alameen in any manner, whatsoever.

## **Negative covenants**

You represent, warrant and covenant that:

(a) you will not disclose any information provided to you through the Service to anyone without the prior permission of the person who provided it to you;

(b) you will not use the Service to engage in any form of harassment or offensive behaviour, including but not limited to the distribution of any sexually and/or racially offensive, abusive, threatening, obscene, harassing, libelous, slanderous, vulgar, pornographic, profane or indecent including any communication that constitutes (or encourages conduct that would constitute) a criminal offense, gives rise to civil liability or otherwise violates any local, state, national or international law.

(c) you will not transmit "spam," chain letters, junk mail, or engage in any unsolicited mass distribution of e-mail;

(d) you will not use the Service or the Website for any unauthorised commercial purposes;

(e) you will not solicit or attempt to solicit any money from any member or other user of the Service or the Website;

- (f) you will not use the Service to distribute, promote or otherwise publish any material containing any solicitation for funds, advertising or solicitation for goods or services;
- (g) you will not harass others by continuing to attempt to communicate with someone who has clearly asked you to cease communications;
- (h) you will not post or transmit material which contains viruses or other computer codes, files or programs which are designed to limit or destroy the functionality of computer software or hardware; and
- (i) you will not post or transmit in any manner any contact information including without limitation, email addresses, phone numbers, postal addresses, URLs, or full names through your publicly posted information.
- (j) you will not violate the copyright, trademark or other intellectual property rights of any other person. By submitting Messages to Forums, you represent to Alameen that you are the rightful owner of such material or that you have first obtained permission to submit the material from the rightful owner;
- (k) you will not improperly assume or claim the identity, characteristics or qualifications of another person
- (l) you will not carry actions that could be libelous, or an invasion of privacy or publicity rights or any other third party rights.
- (m) you will not delete from the Site any legal notices, disclaimers, or proprietary notices such as copyright or trademark symbols, or modify any logos that you do not own or have express permission to modify.
- (n) you will not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site/Service;
- (o) you will not engage in any activity that causes / may harm minors; or perform any activity which is likely to cause such harm;
- (p) you will not carry out any "denial of service" (DoS, DDoS) or any other harmful attacks on application or internet service or use the Site/Service for illegal purposes;
- (q) you will not disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to make or attempt any unauthorized access to any Alameen website or the website of any Alameen's customer;
- (r) you will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site.

(s) you will not encumber or suffer to exist any lien or security interest on the subject matter of this Agreement; or

(t) you will not make any representation or warranty on behalf of Alameen.

Unless otherwise permitted, you will: (i) display the Service on your Site in the exact form received by you, and not modify or edit any of the foregoing without Alameen's prior written consent; (ii) ensure that the fundamental meaning of the Service is not changed or distorted; (iii) comply with all applicable laws and all limitations and restrictions (if any) placed by Alameen on the use, display or distribution of any Service and (iv) not archive any of the Service for access by users at any future date after the Service has been removed from your Web site. You acknowledge that the service must link and redirect to the appropriate Alameen's Web page when a user clicks on the Service (e.g. a headline). You shall not display the Service in such a manner that does not allow for successful linking and redirection to, and delivery of, Alameen's Web page, nor may you frame any Alameen's Web page.

## **User / Membership Fees**

### **Eligibility**

You must be over 14 years of age to register as a member of the Service or to use this Website. By using the Website, you represent, undertake and warrant that you have the right, authority and capacity to enter into this Agreement and to comply with all of the Terms and Conditions. If you are under the age of 18, you must have parental approval before using this site.

### **Membership**

You may become a member free of charge. Free membership will only entitle you to participate in some of the features available as part of the Service.

### **Subscription plans and fees**

Alameen reserves the right to charge subscription and / or membership fees from a user, by giving reasonable prior notice, in respect of any product, service or any other aspect of this Site.

### **Payment Charges**

(a) Prices are stated in the currency shown on the members profile page and include all applicable taxes unless otherwise stated.

(b) We do not auto-renew your membership unless you specifically select this option. If you selected to be auto-billed, then, the subscription will be auto-renewed for the periods stated. You can cancel auto-renewal by following the instructions in the Help section of the website.

(c) We may at any time change our price for a subscription. The new rate takes effect if you apply for a new subscription (whether or not it is your first subscription) after we have posted

the details of our new price on the Site. Auto-renewals customers will be notified before the billing.

## **Content of Profile**

You are solely responsible for the content of your profile, messages, video and audio recordings and other materials you may upload to the Service or transmit to other members of the Service.

## **User Authentication**

You acknowledge that user authentication on the internet is extremely difficult. The Company cannot and does not warrant that each member or user of the Service is who he or she claims to be. Further, the Company cannot and does not warrant that member profiles are reliable, accurate or complete. Accordingly, you must be careful in dealing with other members or users of the Service or the Website.

## **Exposure to viruses**

You must take your own precautions to ensure that the process which you employ for accessing the Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the avoidance of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of the Service, the Website or any Linked Website.

## **Use of Images**

By providing any photographs, material, information or content to the Company, you acknowledge and agree that the Company may:

- (a) reproduce, use, copy, perform, display, distribute and exploit the material, information or content;
- (b) prepare derivative works of, or incorporate into other works and other media, such material, information and content; and
- (c) licence others the same rights granted to the Company in (a) (b) above, and you consent to any and all such uses, including, without limitation, for any promotional or commercial purposes. You also warrant that you have the authority to grant the consent referred to in this clause.

## **Access and Use**

All materials contained in this Site are protected by international trademark and copyright laws and must only be used for personal, non-commercial purposes. This means that you may only view or download material from this Site for your own use and you must keep all copyright and other proprietary notices attached to the downloaded material.

The reproduction, duplication, distribution (including by way of email, facsimile or other electronic means), publication, modification, copying or transmission of material from this Site is STRICTLY PROHIBITED unless you have obtained the prior written consent of Alameen or unless it is expressly permitted by this Site. The material covered by this prohibition includes, without limitation, any text, graphics, logos, photographs, audio or video material or stills from audiovisual material available on this Site. The use of materials from this Site on any other web site or networked computer environment is similarly prohibited.

Requests for permission to reproduce or distribute materials found on this Site can be made by contacting Alameen Privacyadministrator@alameenpost.com

You are also strictly prohibited from creating works or materials that derive from or are based on the materials contained in this Site including, without limitation, fonts, icons, link buttons, wallpaper, desktop themes, on-line postcards and greeting cards and unlicensed merchandise. This prohibition applies regardless of whether the derivative materials are sold, bartered or given away.

The Site may provide you with the chance to upload or provide messages, photos, videos, clips, ideas, feedback, comments or other content ("Content"). You understand and agree that Alameen has the right in its sole discretion, but not the obligation, to monitor, edit, and remove any posted Content, and assumes no liability for any such Content.

### **Bulletin Boards and Chat Rooms**

You are welcome to post, transmit or submit messages and other materials (which include uploading files, inputting data or any other materials or engaging in any form of communication in connection with this Site) (collectively "Messages") to bulletin boards, chat rooms or other public areas within, or in connection with, this Site (collectively "Forums"). However, Alameen accepts no responsibility whatsoever in connection with or arising from such Messages. In addition, children under the age of 14 are not authorized to post messages or participate in forums on this site.

Alameen does not endorse and has no control over the content of Messages submitted by others to Forums. Messages submitted to Forums are not necessarily reviewed by Alameen prior to posting and do not necessarily reflect the opinions or policies of Alameen. Alameen makes no warranties, express or implied, as to the content of the Messages in the Forums or the accuracy and reliability of any Messages and other materials in the Forums. Nonetheless,

Alameen reserves the right to prevent you from submitting Materials to Forums and to edit, restrict or remove such Messages for any reason at any time.

Alameen assumes no responsibility for actively monitoring Forums for inappropriate Messages. If at any time Alameen chooses, in its sole discretion, to monitor the Forums, Alameen nonetheless assumes no responsibility for the content of the Messages, no obligation to modify or remove any inappropriate Messages, and no responsibility for the conduct of the user submitting any Message. In submitting Messages to Forums, you agree to strictly limit yourself to discussions about the subject matter for which the Forums are intended. You agree that Alameen accepts no liability whatsoever if it determines to prevent your Messages from being submitted or if it edits, restricts or removes your Messages. You also agree to permit any other user of this Site to access, view, store or reproduce the material for that other user's personal use and not to restrict or inhibit the use of the Site by any other person.

You agree that any Message whatsoever submitted by you becomes the property of Alameen and may be used, copied, sublicensed, adapted, transmitted, distributed, publicly performed, published, displayed or deleted as Alameen sees fit.

You agree to release Alameen, its parents and affiliates together with their respective employees, agents, officers, directors and shareholders, from any and all liability and obligations whatsoever in connection with or arising from your use of Forums. If at any time you are not happy with the Forums or object to any material within Forums, your sole remedy is to cease using them.

### **Termination of your access to Service**

We may, in our absolute discretion, terminate or suspend your access to all or part of the Service at any time, with or without notice, for any reason, including without limitation, any fraudulent, abusive, or otherwise illegal activity, or that which may otherwise affect the enjoyment of the Service by others.

We reserve the right to remove any messages we deem to be inappropriate, i.e, racist, sexist or threatening. Messages using inappropriate language will also be removed. We do not wish to be censors, but our forums must remain civilized and respect the rights of others.

### **Links to Other Sites**

If you are interested in creating hypertext links to this Site, you must contact our Privacy administrator before doing so. In establishing hypertext links, you must not represent in any way, expressly or by implication, that you have received the endorsement, sponsorship or support of this Site or Alameen, including its respective employees, agents, directors, officers and shareholders.

If Alameen has provided links or pointers to other web sites, no inference or assumption should be made and no representation should be implied that Alameen is connected with, operates or controls these web sites.

Alameen is not responsible for the content or practices of third party web sites that may be linked to this Site. This Site may also be linked to other web sites operated by companies affiliated or connected with Alameen. When visiting other web sites, however, you should refer to each such web site's individual "Terms of Use" and not rely on this Agreement.

Alameen takes no responsibility for third party advertisements which are posted on this Site, nor does it take any responsibility for the goods or services provided by its advertisers.

## **Material Submitted by Users**

Certain elements of the Site will contain material submitted by users. Alameen accepts no responsibility for the content, accuracy, conformity to applicable laws of such material. You will indemnify and hold harmless Alameen against all third party claims, demands and actions brought against Alameen which arises from or relates to the material submitted by you.

## **No unlawful or prohibited use**

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Alameen's server, or the network(s) connected to any Alameen server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

## **RESTRICTED USE**

Unless we agree otherwise in writing, you are provided with access to the Website for your personal use only.

## **Material Posted/transmitted at Alameen's Site**

All information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly or privately transmitted / posted, is the sole responsibility of the person from where such content is originated (the Originator).

By Posting any material which contain images, photographs, pictures or that are otherwise graphical in whole or in part ("Images"), you warrant and represent that (a) you are the copyright owner of such Images, or that the copyright owner of such Images has granted you permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of your use and as otherwise permitted by these Terms of Use and the Services, (b) you have the rights necessary to grant the licenses and sublicenses described in these Terms of Use, and (c) that each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in these Terms of Use, including, by way of limitation, the distribution, public display and reproduction of such Images.

You represent that you have valid rights and title in any and all Content/Images that you submit on the Site, that you have not infringed on any IPR belonging to any party and further that you will indemnify Alameen or its affiliates for all claims arising out of any content that you post on the Site.

You agree that any Content that you submit shall be considered non-proprietary and non-confidential. Alameen shall have no obligations of any kind with respect to any Content.

Alameen accepts no responsibility for the said Content / Images. However, you understand that all Content / Images posted by you becomes the property of Alameen and you agree to grant/assign to Alameen and its affiliates, a non-exclusive, royalty free, perpetual, irrevocable and sub-licenseable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content / Images (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed throughout the world".

You also agree that Alameen shall be free to use any ideas, concepts or techniques embodied in the Content for any purpose whatsoever, including, but not limited to, producing, developing and marketing news stories, shows, content of any kind, products or services incorporating such ideas, concepts, or techniques, without attribution. In addition, you hereby waive all moral rights you may have in any materials uploaded or sent to us by you.

## **Limited Permission to Copy**

Alameen grants you permission to only access and make personal use of the Site and You agree not to, directly or indirectly download or modify / alter / change / amend / vary / transform / revise / translate / copy / publish / distribute or otherwise disseminate any content on Alameen's Site / Service, or any portion of it; or delete or fail to display any promotional taglines included in the Site / Service either directly or indirectly, except with the express consent of Alameen. However, you may print or download extracts from these pages for your personal /



individual, non-commercial use only. You must not retain any copies of these pages saved to disk or to any other storage medium except for the purposes of using the same for subsequent viewing purposes or to print extracts for personal / individual use.

Alameen forbids you from any attempts to resell or put to commercial use any part of the Site; any collection and use of any product listings, descriptions, or prices; any derivative use of the Site or its contents; any downloading or copying of account information for the benefit of any other merchant; any renting, leasing, or otherwise transferring rights to the Site / Service; displaying the name, logo, trademark or other identifier of another person in such a manner as to give the viewer the impression that such other person is a publisher or distributor of the Service on the Site, or any data gathering or extraction tools; or any use of meta tags. You may not (whether directly or through the use of any software program) create a database in electronic or structured manual form by regularly or systematically downloading and storing all or any part of the pages from this site.

No part of the Site may be reproduced or transmitted to or stored in any other web site, nor may any of its pages or part thereof be disseminated in any electronic or non-electronic form, nor included in any public or private electronic retrieval system or service without prior written permission. Requests to republish Alameen's material for distribution should be addressed to Times Syndication Services at E-Mail – [Privacyadministrator@alameenpost.com](mailto:Privacyadministrator@alameenpost.com) .

## **Individual Registration, Access and Exchange of Information**

For certain services such as email, personal web pages, contests and shopping, registration by the visitor is required. To register for these services you have to open an account by completing the registration process (i.e. by providing us with current, complete and accurate information as prompted by the applicable registration form). You also will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. By registering, you agree to the following terms in addition to any other specific terms which shall be posted at an appropriate location of the Site. Each registration is for a single individual user only.

To access these services, you will be asked to enter your individual User Name and Password, as chosen by you during your registration. Therefore, we do not permit any of the following:-

- Any other person sharing your account and Password;
- Any part of the Site being cached in proxy servers and accessed by individuals who have not registered with Alameen as users of the Site; or
- Access through a single account and Password being made available to multiple users on a network.

If Alameen reasonably believe that an account and Password is being used / misused in any manner, Alameen shall reserve the right to cancel access rights immediately without notice, and block access to all users from that IP address.

Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Alameen immediately of any unauthorized use of your account or any other breach of security. Alameen will not be liable for any loss that you may incur as a result of someone else using your password or account. However, you could be held liable for losses incurred by Alameen or another party due to someone else using your account or password.

## **INFORMATION**

### **Monitoring of Information**

We reserve the right to monitor all advertisements, public postings, messages, video and audio recordings to ensure that they conform to the content guidelines, which may be applicable from time to time.

#### **Monitor information**

We reserve the right to monitor all profiles, messages, chat, instant messages, videos and audio recordings to ensure that they conform to the requirements of these Terms and Conditions. To ensure that we provide the highest level of service and the safest online environment to its customers, we have engaged one or more third parties to provide online security functions for our customers. Providing this security requires the collection of certain non-personal data from your computer or other device by which you connect to our websites. You expressly acknowledge and agree to our collection, whether directly or by third-party security providers, of certain non-personal data to be used for the sole purpose of ensuring a secure and safe online environment for you. We ensure that any third parties with which it contracts for security services observes the highest data protection and privacy standards.

#### **Editing information**

While we do not and cannot review every message or other material posted or sent by members of the Service, and are not responsible for any content of these messages or materials, we reserve the right, but are under no obligation, to delete, move or edit messages or material (including profiles, messages, videos and audio recordings) that we, in our sole discretion, deem to breach these Terms and Conditions or to be otherwise unacceptable.

### **Security of information**

Unfortunately, no data transmission over the internet can be guaranteed as being totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

## **ADVERTISEMENTS**

Responsibility for the content of advertisements (if any) appearing on the Website (including hyperlinks to the advertisers own websites) rests solely with the advertisers.

### **Advertising Material**

Your correspondence or business dealings with, or participation in promotions of, advertisers other than Alameen found on or through the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. Alameen will not be responsible or liable for any claim, error, omission, inaccuracy in advertising material or any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such non- Alameen advertisers on the Website. Alameen reserves the right to omit, suspend or change the position of any advertising material submitted for insertion. Acceptance of advertisements on the Site will be subject to these terms and conditions.

### **LINKED WEBSITES**

The Website may contain links to other websites ("Linked Websites"). Those links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with Linked Websites.

### **No endorsement**

The placement of advertisements or links with Linked Websites should not constitute a recommendation or endorsement of the advertiser's product or service by the Company. Each advertiser is solely responsible for any representation made in connection with its advertisement.

We recommend that you review the terms of use and privacy policy of a Linked Website or advertisement prior to use of it.

## **INTELLECTUAL PROPERTY OWNERSHIP**

The Company retains all right, title, and interest in the Service and the Website and the corresponding intellectual property rights and reserves all rights not explicitly granted.

### **Copyright and Trademarks**

Unless otherwise stated, copyright and all intellectual property rights in all material presented on the site (including but not limited to text, audio, video or graphical images), trademarks and logos appearing on this site are the property of Alameen, its parent, affiliates and associates and are protected under applicable Canadian laws.

If you believe that your rights, copyrights, trademark, or property is in violation of your terms of use please contact our Privacy administrator to have it removed from our site.

### **Trade Marks**

If you use any of the trade marks owned by the Company in reference to our activities, products or services, you must include a statement attributing the trade mark to the Company. You must not use our trade marks:

- (a) in or as the whole or part of your own trade marks;
- (b) in connection with activities, products or services which are not ours;
- (c) in a manner which may be confusing, misleading or deceptive; or
- (d) in a manner that disparages us or our information, products or services (including without limitation, the Service and the Website).

### **Copyright**

Copyright in the Service and the Website (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by the Company.

You may not in any form or by any means:

- (a) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Service or the Website; or
- (b) Commercialize any information, products or services obtained from any part of the Service or the Website;

without our prior written permission.

### **Force Majeure**

Alameen shall have no liability to you for any interruption or delay, to access the Site irrespective of the cause.

### **Disclaimer of Liability and Warranties**

While Alameen does its best to ensure the optimal performance of the Site, you agree that you use this Site and rely on material contained in this Site at your own risk.

The Site, and all materials in this Site, are provided "as is" and, to the fullest extent permitted by law, are provided without warranties of any kind either express or implied. This means, without limitation, that Alameen DOES NOT WARRANT that the Site is fit for any particular purpose; that the functions contained in the materials in the Site will be uninterrupted; that defects will be corrected; that the Site is free of viruses and other harmful components or that the Site is accurate, error free or reliable.

You acknowledge that Alameen and third party content providers, their parents and affiliates together with their respective employees, agents, directors, officers and shareholders, ARE NOT LIABLE for any delays, inaccuracies, failures, errors, omissions, interruptions, deletions, defects, viruses, communication line failures or for the theft, destruction, damage or unauthorized access to your computer system or network.

You acknowledge that Alameen is not liable for any defamatory, offensive or illegal conduct or material found in connection with this Site, including such conduct or material transmitted by any means by any other person.

You acknowledge that Alameen and third party content providers are not liable for any damages, including, without limitation, direct, incidental, special, consequential or punitive damages, in connection with or arising from your use or from your inability to use the Site.

With respect to any Content provided by users or other submissions, Alameen is merely a distributor of such Content. Alameen is not responsible for any Content submitted by users or other third parties, including their opinions, judgments, advice, statements, services or other information provided. Alameen shall not be liable for any loss or damage caused by any reliance upon such information obtained through the Website. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any Content.

All information gathered on Alameenpost.com is securely stored within the Alameenpost.com controlled database. The database is stored on servers secured behind a firewall; access to the servers is password-protected and is strictly limited.

We request that you not send private information to us or anyone on our website by email or instant messaging services since email and instant messaging are not recognized as secure communications.

However, as effective as our security measures are, no security system is impenetrable. We cannot guarantee the security of our database, nor can we guarantee that information you supply will not be intercepted while being transmitted to us over the Internet. And, of course, any information you include in a posting to the discussion areas is available to anyone with Internet access.

Our server location can be located in countries other than Canada.

We are not responsible for circumvention of any privacy settings or security measures contained on the Site.

We are not responsible for your online information even if you have requested to delete it from our database since user information can be viewable in cached and archived pages on computers. Also other visitors to the website could have copied or stored your information on their computers.

When you use any tool that's invites other users such as email or instant messaging we will ask you for the necessary information needed to send the invitation. This could include email address, usernames etc. we will use this information to invite your requested potential user to visit our website. We may also store and use this information for future invitations or email campaigns and reminders. All invitees may at any time request to be taken off the invitation list by contacting our privacy administrator.

## **Third Party Transactions**

Any transactions relating to sale/purchase of goods or services offered by our advertisers are to be settled between the parties, and all such transaction and all warranties express or implied regarding the transaction are the responsibility of the sellers. Alameen will not be liable under any circumstance for any transactions between parties contacted through Alameen and nor does Alameen endorse/verify any such sales or claims made by the seller or advertiser. Alameen merely endeavors to provide a platform where you and other party may interact, exchange information or carry out sale/purchase transactions on such terms and in the manner mutually agreed between you and the other party. Alameen does not have any involvement in the actual transactions between the buyers and sellers in any way. It is only you, who is entirely responsible for all the activities, arising out of the transactions of sale/purchase of goods or services offered by any other party and not Alameen. Alameen will not be liable for any loss that you may incur, while selling or purchasing goods /services through our site.

## **Indemnity**

You agree to indemnify us, our officers, partners, directors, employees, affiliates and agents, from any loss or damages, including without limitation reasonable legal fees, which we may suffer from your activities on or use of the Service, including without limitation any breach by you of this Agreement or any charges or complaints made by other parties against you. You shall cooperate as fully as reasonably required in the defence of any claim. We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you; provided, however, that you shall remain liable for any such claim.

Express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. You acknowledge that use of the Service is at your own risk. We do not represent or endorse the accuracy or reliability of any member profile, advice, opinion, statement or other information displayed, uploaded or distributed through the Service by alameenpost.com, our partners or any user of the Service or any other person or entity. You acknowledge that any reliance upon any such opinion, member profile, advice, statement or information shall be at your sole risk.

We do not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information displayed, uploaded or distributed through the Service by alameenpost.com or any user of the Service or any other service. Your continued use of the Service now, or following the posting of notice of any changes in this Agreement, will constitute a binding acceptance by you of this Agreement, or any subsequent modifications.

## **Governing Law**

This Agreement is entered into in British Columbia, Canada. You agree that it will be governed by the laws of the Province of British Columbia, Canada and any disputes arising out of this Agreement will be subject to the courts of the Province of British Columbia and the federal courts applicable within the Province. If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Les parties acceptent d'un commun accord que la presente entente soit redigee en anglais.

THE PARTIES SPECIFICALLY AGREE THAT THE PERFORMANCE OF THIS AGREEMENT, IN ALL ITS ASPECTS, DOES NOT TAKE PLACE OUTSIDE THE JURISDICTION OF THE PROVINCE OF BRITISH COLUMBIA, CANADA.

## **Modifications**

We may modify this Agreement from time to time. If you do not agree to any modifications, you should terminate your use of the Service. Your continued use of the Service now, or following the posting of notice of any changes in this Agreement, will constitute a binding acceptance by you of this Agreement, or any subsequent modifications.