

# ***Terms and Conditions***

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By accessing DUCK SOUP ENTERTAINMENT, INC. Site, you agree to be bound by the terms and conditions listed below:

- **1. Rules.** While visiting DUCK SOUP ENTERTAINMENT, INC., you may not:
  - Post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use DUCK SOUP ENTERTAINMENT, INC. Site in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying DUCK SOUP ENTERTAINMENT, INC. Site or the Internet;
  - Post or transmit any information or software which contains a virus, cancelbot, trojan horse, worm or other harmful or disruptive component; or
  - Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through DUCK SOUP ENTERTAINMENT, INC. Site which is protected by copyright, or other intellectual property right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder.
- **2. Linked Sites.** Any sites to which DUCK SOUP ENTERTAINMENT, INC. provides links are operated by independent parties and are not under the control of DUCK SOUP ENTERTAINMENT, INC..
- **3. Independent Parties.** DUCK SOUP ENTERTAINMENT, INC. and linked web sites are independent parties. There is no agency, employee or partnership relationship of one to the other or among any of them and they have no authority to bind another of the parties. Any reference describing DUCK SOUP ENTERTAINMENT, INC. and any linked site as "partners" is colloquial only and does not represent the legal relationship between them, which is one of

independent contractors.

- **4. Monitoring. DUCK SOUP ENTERTAINMENT, INC.** has no obligation to monitor DUCK SOUP ENTERTAINMENT, INC. Site. However, you agree that DUCK SOUP ENTERTAINMENT, INC. has the right to monitor DUCK SOUP ENTERTAINMENT, INC. Site electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate DUCK SOUP ENTERTAINMENT, INC. Site properly, or to protect itself or its users in accordance with DUCK SOUP ENTERTAINMENT, INC. 's Privacy Statement. DUCK SOUP ENTERTAINMENT, INC. will not intentionally monitor or disclose any private electronic-mail message unless required by law. DUCK SOUP ENTERTAINMENT, INC. 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. DUCK SOUP ENTERTAINMENT, INC. does not hire moderators to monitor the web site. All moderators for DUCK SOUP ENTERTAINMENT, INC. are volunteers and DUCK SOUP ENTERTAINMENT, INC. is not responsible for their actions.
- **5. No Warranty.** DUCK SOUP ENTERTAINMENT, INC. assesses the products and services offered by DUCK SOUP ENTERTAINMENT, INC. and believes that these products and services are appropriate and valuable to DUCK SOUP ENTERTAINMENT, INC. customers. DUCK SOUP ENTERTAINMENT, INC. does not, however, guarantee any products or services provided by DUCK SOUP ENTERTAINMENT, INC.. Pricing contained on the site is subject to change without notice.
- **6. Limitation of Liability.** DUCK SOUP ENTERTAINMENT, INC., including its affiliates, related companies and suppliers, take no responsibility for the accuracy or validity of any claims or statements contained in the documents and related graphics on DUCK SOUP ENTERTAINMENT, INC. Site. Further, DUCK SOUP ENTERTAINMENT, INC. makes no representations about the suitability of any of the information contained in the documents and related graphics on DUCK SOUP ENTERTAINMENT, INC. Site for any purpose. All such documents, related graphics, product and services are provided "as is" and without warranties or conditions of any kind. In no event shall DUCK SOUP ENTERTAINMENT, INC. be liable for any damages whatsoever, including special, indirect or consequential damages, arising out of or in connection with the use or performance of information, products or services available on or through DUCK SOUP ENTERTAINMENT, INC. site.
- **7. Recourse.** If you are dissatisfied with DUCK SOUP

ENTERTAINMENT, INC. Site or with any terms, conditions, rules, policies, guidelines or practices of DUCK SOUP ENTERTAINMENT, INC. in operating DUCK SOUP ENTERTAINMENT, INC. Site, your sole and exclusive remedy is to discontinue using the DUCK SOUP ENTERTAINMENT, INC. Site.

- **8. Indemnity.** You agree to defend, indemnify and hold DUCK SOUP ENTERTAINMENT, INC. and its affiliates and related companies harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to any violation of this Agreement by you or users of your account, or in connection with the use of DUCK SOUP ENTERTAINMENT, INC. Site or the Internet or the placement or transmission of any message, information, software or other materials on DUCK SOUP ENTERTAINMENT, INC. Site or on the Internet by you or users of your account.
- **9. Intellectual Property.** All DUCK SOUP ENTERTAINMENT, INC. elements (the "Elements") such as, without limiting the generality of the foregoing, the texts, articles, documents, worksheets, programs, photos, illustrations, images, videos and audio materials, are the property of DUCK SOUP ENTERTAINMENT, INC. and are subject to licenses or agreements allowing their broadcast through the site. No site Element may be copied, reproduced, distributed, published, translated, downloaded, posted or sent, in any way whatsoever, without the prior written approval of DUCK SOUP ENTERTAINMENT, INC. or the copyright holder. You are allowed to post or download the site Elements, but solely for non-commercial purposes and for personal use, provided you do not change these Elements and maintain all their intellectual property notices. The trademarks and logos used or posted on DUCK SOUP ENTERTAINMENT, INC. are trademarks which were registered or not by DUCK SOUP ENTERTAINMENT, INC. or third parties. Nothing in DUCK SOUP ENTERTAINMENT, INC. may be interpreted as allowing, directly or indirectly, the use of a trademark reproduced on DUCK SOUP ENTERTAINMENT, INC. without the prior written approval of the owner of such trademark.
- **10. Territory.** DUCK SOUP ENTERTAINMENT, INC. Site originates in Canada.

**11. Miscellaneous.** This Agreement, including any and all documents referenced herein, constitutes the entire agreement between DUCK SOUP ENTERTAINMENT, INC. and you pertaining to the subject matter hereof. DUCK SOUP ENTERTAINMENT, INC.'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 were 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 applicable laws of the province of Alberta and the federal laws of Canada applicable therein. The parties have required that this agreement and all documents relating thereto be drawn up in English.