

Fastrak Global Inc. (FGI)

WEBSITE TERMS AND CONDITIONS

Fastrak Global Inc. is a company registered in Canada with company number 75729 7122 whose registered office is at 189 Carmel Crescent, Fall River, Nova Scotia B2T 1Y8

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Access to certain areas of this website may be restricted. FGI reserves the right to restrict access to other areas of this website, or indeed this entire website, at FGI's discretion.

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- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if FGI has been expressly advised of the potential loss.

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Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit FGI's liability in respect of any:

- death or personal injury caused by FGI's negligence;
- fraud or fraudulent misrepresentation on the part of FGI; or
- matter which it would be illegal or unlawful for FGI to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as a limited liability entity, FGI has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against FGI's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect FGI's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as FGI.

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If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

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You hereby indemnify FGI and undertake to keep FGI indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by FGI to a third party in settlement of a claim or dispute on the advice of FGI's legal advisers) incurred or suffered by FGI arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

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Variation

FGI may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

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FGI may transfer, sub-contract or otherwise deal with FGI's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

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If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions, together with other documents and policies, constitute the entire agreement between you and FGI in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with Canadian Law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Canada.