

## **Website Terms and Conditions**

The following describes the terms on which Eleven-X Inc. ("Eleven-X") offers you access to this website.

### **1. Acceptance of Terms**

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- C. You and anyone obtaining access to this website through you will not use this website or any contents thereof to commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious acts.
- D. You shall not use, nor permit others to use, this site in a manner or for a purpose contrary to these Website Terms and Conditions.
- E. You may only use the services offered through this website if you have agreed to a separate, written service agreement with Eleven-X.

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## **7. Indemnification**

Upon reasonable request by Eleven-X, you agree to defend, indemnify, and hold harmless Eleven-X and its employees, contractors, officers, and directors from all liabilities, claims, and expenses (including attorney's fees) that arise from your use or misuse of this website, your non-compliance with these Website Terms and Conditions, or your violation of any third-party rights. Eleven-X reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Eleven-X, at your expense, in asserting any available defences.

## **8. Suggestions Submitted by You.**

If you submit suggestions relating to this site or Eleven-X's business operations, you are, by submitting your suggestion, consenting to Eleven-X's use of your suggestion, and providing Eleven-X with the worldwide, royalty-free rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your submitted information; and to publish any contact information you approve of in connection with your submitted information. You are also, by submitting the suggestion, warranting and representing that you own or otherwise control all of the rights to any information submitted by you to Eleven-X through this site or otherwise, including, without limitation, all the rights necessary for you to provide, post, upload, input or submit your submitted information. No compensation will be paid with respect to the use of your submitted information. Eleven-X is under no obligation to post or use any information you may provide and Eleven-X may remove any such information at any time in its sole discretion.

## **9. General Provisions**

These terms and conditions are governed by the laws of the Province of Ontario, Canada, without regard to conflict of laws provisions, and you agree to submit to the exclusive jurisdiction of the courts located in the Province of Ontario, Canada. The parties expressly agree that neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to these terms and conditions of use or to any contracts relating to goods or services obtained through this site. If any part of these terms and conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms and conditions shall continue in effect. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express will of the parties that this agreement and all related documents have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

## **10. Contact**

If you have any questions regarding these Website Terms and Conditions or intellectual property matters, or if you have any legal concern relating to Eleven-X or its business, please contact Eleven-X at:

519-998-6164

[sales@eleven-x.com](mailto:sales@eleven-x.com)