

The Residence Department

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Limitation of liability: *In no event will The Residence Department be liable for (i) any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the service, or any information, or transactions provided on the service, or downloaded from the service, or any delay of such information or service. Even if the Residence Department or its authorized representatives have been advised of the possibility of such damages, or (ii) any claim attributable to errors, omissions, or other inaccuracies in the service and/or materials or information downloaded through the service. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. In such states, The Residence Department liability is limited to the greatest extent permitted by law.*

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3. Indemnification

You agree to indemnify, defend and hold harmless The Residence Department, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this agreement (including negligent or wrongful conduct) by you or any other person accessing the service.

4. Third party rights

The provisions of paragraphs 2 (use of the service), and 3 (indemnification) are for the benefit of The Residence Department and its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the service. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

5. Term; termination

This agreement may be terminated by either party without notice at any time for any reason. The provisions of paragraphs 1 (copyright, licenses and idea submissions), 2 (use of the service), 3 (indemnification), 4 (third party rights) and 6 (miscellaneous) shall survive any termination of this agreement.

6. Miscellaneous

This agreement shall all be governed and construed in accordance with the laws of Canada applicable to agreements made and to be performed in Canada. You agree that any legal action or proceeding between The Residence Department and you for any purpose concerning this agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Canada. Any cause of action or claim you may have with respect to the service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. The Residence Department's failure to insist upon or enforce strict performance of any

provision of this agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this agreement. The Residence Department may assign its rights and duties under this agreement to any party at any time without notice to you.

Any rights not expressly granted herein are reserved.