

## Terms And Conditions.

#### Last updated April 2024

Your access to and use of this website is subject to legally binding terms and conditions. Carefully read the following terms and conditions before accessing or using this website. Your accessing or use of this website indicates your acceptance of the following terms and conditions and your agreement to be bound by them. The following terms and conditions form a binding agreement ("Agreement") between you and Aubergine & Olive. We may change these terms and conditions at any time without advance notice. Changed terms will become effective once posted on this website. Your continued use of this website after any change means you have accepted the changed terms and conditions.

### Canadian Copyright Law

Copyright protection is automatic in Canada. A work need not be registered with the Canadian Copyright Office nor does it have to be marked with a © to indicate that it is copyright protected.

#### a) Restricted Uses

Unauthorized copying or commercial publication or exploitation of text, images, audio and video clips and other content of this website including publication, retransmission, broadcast, circulation, selling, reproduction or redistribution, except as authorized by Aubergine & Olive, is specifically prohibited. Anyone wishing to use any text, images, audio and video clips and other content for commercial use, publication, or any purpose other than fair dealing as defined by Canadian law, must request and receive prior written permission from Aubergine & Olive. You covenant and agree not to use any screen scraping, framing, bots, spiders, crawlers, avatars, intelligent agents or other automated processes on this website or its content, without Aubergine & Olive's written consent. Permission for such uses may be granted on a case-by-case basis at the sole discretion of Aubergine & Olive. A usage fee may be assessed depending on the type and nature of the proposed use.

## b) Links to Third Party Websites

The Aubergine & Olive website contains links to third party websites. The linked sites and pages are not under the control of Aubergine & Olive and Aubergine & Olive is not responsible for the contents of any linked website. These links are provided as a convenience only and shall not be construed as an endorsement or sponsorship of the linked website by Aubergine & Olive.

#### c) Entire Agreement

These terms and conditions and any other legal notices, policies and guidelines of Aubergine & Olive linked to these terms and conditions constitute the entire Agreement between you and Barks & Recreation relating to your use of this website and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter. This Agreement may not be amended or modified except by Aubergine & Olive making such amendments or modifications available on this website.

## d) Limitation of Liability and Indemnity

IN NO EVENT WILL AUBERGINE & OLIVE OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING AMONG OTHER THINGS LOSS OF REVENUE OR PROFITS), PUNITIVE, OR EXEMPLARY, DAMAGES OF ANY KIND OR SUBJECT TO EQUITABLE OR INJUNCTIVE REMEDIES (WHETHER BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) ARISING OUT OF ACCESS TO, OR USE OF THIS WEB SITE, OR DELAY OR INABILITY TO USE THIS WEB SITE, OR ANY INFORMATION CONTAINED IN THIS WEB SITE. NOTHING IN THIS LIMITATION OF LIABILITY SHALL EXCLUDE LIABILITIES NOT PERMITTED TO BE EXCLUDED BY APPLICABLE LAW. As a condition of your use of this website, you agree to indemnify Aubergine & Olive and its affiliates from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims resulting from your use of this website, including without limitation any claims alleging facts that, if true, would constitute a breach by you of these terms and conditions.

# **Resolving Your Concerns**

If you have any questions or concerns about Aubergine & Olive's personal information collection, use and disclosure practices, or terms and conditions, please let us know and we will do our best to help you. Please contact us directly at taryn@aubergineandolive.com.