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11. Conduct

You agree that you are solely responsible for your own conduct and communications when using the Site, and for any consequences of that use. You shall not email, submit, post, upload, publish, or transmit any content, data or information which:

- (a) libels, defames, invades privacy, or is obscene, pornographic, abusive or threatening;
- (b) infringes any intellectual property or other right of any entity or person, including, but not limited to violating anyone's copyrights or trade marks;
- (c) violates any law;
- (d) advocates any illegal activity;
- (e) contains bugs, viruses, Trojan horses, worms, or any other similar software, or programs that may damage the operation of the computer or property or another person;
- or
- (f) advertises or otherwise solicits funds or is a solicitation for goods or services.

12. Miscellaneous

This agreement shall be treated as though it were executed and performed in the Province of Ontario, and shall be governed by and construed in accordance with the laws of the Province of Ontario and Canada (without regard to conflict of law principles). All actions shall be subject to the limitations set forth in Section 8. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against either party. You agree to the non-exclusive jurisdiction of the Ontario Courts. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Failure of CPA to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.

The application of the United Nations Convention of Contracts for the International Sale of Goods and the International Sales of Goods Act (Ontario), as amended, are expressly excluded.

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14. Language

You and the CPA have required that these Terms of Use and all documents relating thereto be drawn-up in English. Les parties ont demandé que cette conversion ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.