

# Terms of Use and Notices

## 2540095 Ontario Inc. trading as Next Gen Domains

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**Last revised: September, 2018**

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## **User's Warranties and Representations**

The User hereby represents, warrants and covenants that the use of the Site by the User has not and shall not violate any applicable local, national or international law, including, without limitation, any regulations having the force of law. The User hereby covenants not to impersonate another person in the use of the Site or the sending of any email to an address listed on the Site.

## **Governing Law**

The laws of the Province of Ontario and the laws of Canada applicable therein shall govern as to the interpretation, validity and effect of this Agreement notwithstanding any conflict of laws provisions or the User's domicile, residence, or physical location. The User hereby consents and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario in any action or proceeding instituted under or related to this

Agreement.

**General**

This Agreement sets forth the entire agreement between you and Next Gen Domains in respect of the Site and its contents and supersedes all prior agreements, whether written or oral, with respect to the subject matter hereof. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck from these Terms and Conditions and the remaining provisions shall remain in full force and effect. Any failure by Next Gen Domains to enforce any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. This Agreement shall enure to the benefit of and be binding upon each of us and our respective successors and permitted assigns.

The parties have required that this Agreement and all documents relating thereto be drawn-up in English.

Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.