

# DISCLAIMER

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  - b. ACCESSIBLE;
  - c. FREE FROM CONTENT WHICH MAY BE DEEMED TO BE PRIVATE UNDER THE LAWS OF THE PROVINCE OF ALBERTA OR THE COUNTRY OF CANADA;
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  - e. CURRENT.
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  - b. TO PROVIDE THE USER WITH CORRECTED ITEMS
  - c. PROVIDED THAT THE PPDM™ AND/OR ENERGISTICS™ IS NOTIFIED OF ANY CLAIM WITHIN NINETY (90) DAYS FROM THE DATE ON WHICH THE CLAIM ARISES.
6. IN NO EVENT WILL THE PPDM™ AND/OR ENERGISTICS™ BE LIABLE TO THE USER FOR ANY INDIRECT CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF THE USER OR OF ANY THIRD PARTY CLAIMED AGAINST THE USER, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO, ANY LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF USE OR LACK OF AVAILABILITY OF FACILITIES INCLUDING COMPUTER RESOURCES, ROUTERS AND STORED DATA, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, AGGRAVATED, ECONOMIC OR CONSEQUENTIAL DAMAGES, CONTRIBUTION OR INDEMNITY ARISING OUT OF THE USE, OR INABILITY TO USE THE PRODUCTS AND/OR SERVICES OR DELIVERABLES, IF ANY, PROVIDED UNDER THESE TERMS AND CONDITIONS. OR FOR CLAIM BY ANY OTHER PERSON EVEN IF THE PPDM™ AND/OR ENERGISTICS™ OR ANY OF ITS LAWFUL CONTRACTORS, OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

7. IN NO EVENT WILL THE PPDM™ AND/OR ENERGISTICS™ BE LIABLE TO THE USER FOR DAMAGES OR LOSSES ARISING FROM ANY THIRD PARTY, OR FOR DAMAGES OR LOSSES CAUSED BY THE USER, OR THEIR RESPECTIVE EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, OR FOR OTHER EVENTS BEYOND THE REASONABLE CONTROL OF THE PPDM™ AND/OR ENERGISTICS™ .
8. THESE TERMS AND CONDITIONS SHALL SURVIVE THE TERMINATION AND/OR EXPIRY OF THE USER'S MEMBERSHIP IN THE PPDM™ AND/OR ENERGISTICS™ .
9. FOR PURPOSES OF PARAGRAPHS 4, 5, 6 AND 7 OF THESE TERMS AND CONDITIONS, THE TERM "USER" MAY INCLUDE, AS THE CASE MAY BE, ANY OR ALL OF THE USER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATED OR SUBSIDIARY BUSINESSES OR ANY THIRD-PARTIES TO WHOM THE USER HAS GIVEN ACCESS TO THE PRODUCTS AND SERVICES OF THE PPDM™ AND/OR ENERGISTICS™ .
10. FOR PURPOSES OF PARAGRAPHS 4, 5, 6 AND 7 OF THESE TERMS AND CONDITIONS, PPDM™ AND/OR ENERGISTICS™ SHALL INCLUDE ANY OR ALL OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR OTHER INDIVIDUALS AFFILIATED WITH THE PPDM™ AND/OR ENERGISTICS™ , AS THE CASE MAY BE.
11. These Terms and Conditions are to be governed and interpreted under the laws of the Province of Alberta and the laws of Canada applicable therein, and any and all disputes arising out of these Terms and Conditions, their performance, breach, enforcement, existence or validity, any failure of the parties to reach agreement with respect to matters provided for in these Terms and Conditions and all matters of dispute relating to the rights and obligations of the parties, which cannot be amicably resolved, even if only one of the parties declares that there is a difference, will be referred to and finally settled by private and confidential binding arbitration held in Alberta and governed by Alberta law pursuant to the Alberta Arbitration Act if the User is a party created under the laws of Canada or any province or territory of Canada; or the Arbitration Rules of the United Nations Commission of International Trade Law (UNCITRAL) if the User is a party outside of Canada.
12. The following arbitration procedures shall apply, notwithstanding whether the arbitration is governed by the Alberta Arbitration Act or UNCITRAL:
  - a. the place of arbitration shall be Calgary, Alberta;
  - b. the Arbitration tribunal shall consist of one (1) arbitrator;
  - c. the Courts of the Province of Alberta shall be the appointing authority in accordance with UNCITRAL Rules;
  - d. the language to be used in the arbitral proceedings shall be English;
  - e. the Arbitrator shall be a person who is legally trained and who has experience in the information technology field in Canada and is independent of either party; and,
  - f. the decision of the arbitration court shall be final and binding upon each of the parties.
13. Except as otherwise provided herein, all notices must be in writing to the PPDM™ at Bankers Hall, P.O. Box 22155, Calgary, Alberta, T2P 4J5 and to the User at the most recent address in the PPDM™'s records. Notices shall be deemed delivered three business days after posting in the Canadian postal system, or one business day if delivered via courier.