

## **Terms and Conditions of Use for [www.calvinbecker.com](http://www.calvinbecker.com)**

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### **ACCEPTANCE OF TERMS THROUGH USE**

Your access to and continued use of Calvin Becker Music's (the Owner) Web site at [www.calvinbecker.com](http://www.calvinbecker.com) (the Site) constitutes your acceptance of and compliance with the following provisions. If you have not already done so, please take the time to familiarize yourself with these provisions. If you do not agree to these terms and conditions, you should immediately discontinue any use of the Site. Also note that these terms and conditions may change from time to time and it is your responsibility to check for such updates. Your continued use of the Site following the posting of any changes to the Terms and Conditions of Use constitutes acceptance of those changes. The last revision date for these terms and conditions is set forth below. **Last revised: [January 1, 2013]**

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### **INDEMNIFICATION**

Upon a request by the Owner, you agree to defend, indemnify, and hold harmless the Owner and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of the Site. The Owner reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with the Owner in asserting any available defences.

### **INTERNATIONAL USE**

The Owner makes no representation that materials on the Site are appropriate or available for use in locations outside Canada, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws.

### **CHOICE OF LAW AND FORUM**

These Terms and Conditions of Use shall be governed by and construed in accordance with the laws of Canada in the Province of Alberta, excluding its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Conditions and Use or your use of the Site shall be filed only in the provincial or federal courts located in the Province of Alberta, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

### **SEVERABILITY AND INTEGRATION**

Unless otherwise specified herein, this agreement constitutes the entire agreement between you and the Owner with respect to the Site and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and the Owner with respect to the Site. If any part of these Terms and Conditions of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

### **TERMINATION**

The Owner reserves the right, in its sole discretion, to terminate your access to all or part of the Site, with or without notice.