

## WEBSITE TERMS AND CONDITIONS

### Agreement Between User and Valard

The Valard website is offered to you conditioned on your acceptance without modification of the terms and conditions contained herein. Your use of the Valard website constitutes your agreement to all such terms and conditions. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to Valard's use of cookies in accordance with the terms of Valard's privacy policy.

### License to use Website

Unless otherwise stated, Valard owns the intellectual property rights in the website, and in the material on the website. All intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or license material from the website;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- redistribute material from this website (except for content specifically and expressly made available for redistribution).

### Acceptable Use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity; or for any purpose that is prohibited by these terms and conditions. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Valard website.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Valard's express written consent.

You must not use this website for any purposes related to marketing without Valard's express written consent.

### User Content of Materials Provided to Valard Corporate Communications (VCC), or posted on any Valard website

In these terms and conditions, "user content" is referred to as a "Submission", and means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to VCC, for whatever purpose.

By posting, uploading, inputting, providing or submitting your Submission, you are granting to Valard, its affiliated companies and necessary sub-licensees a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your Submission in any existing or future media, and to publish your name in connection with your Submission. You also grant to Valard the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your Submission must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Valard or a third party (in each case under any applicable law).

You must not submit any Submission to VCC that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint. By providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section, including, without limitation, all the rights necessary for you to provide or submit the Submissions.

Valard reserves the right to edit or remove any material submitted to, or hosted or published on this website, or stored on Valard servers.

No compensation will be paid with respect to the use of your Submission, as provided herein. Valard is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Valard's sole discretion.

### No warranties

This website is provided “as is” without any representations or warranties, express or implied. Valard makes no representations or warranties in relation to this website or the information and materials provided on this website. Valard and/or its Suppliers and/or its Affiliates hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement. The information, products and services included in or available through the Valard website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Valard and/or its Suppliers and/or its Affiliates may make improvements and/or changes in the Valard website at any time.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter, you should consult an appropriate professional.

### **Limitations of liability**

Valard and/or its Suppliers and/or its Affiliates will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- for any indirect, direct, punitive, incidental, special or consequential loss; or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Valard website, or with the delay or inability to use the Valard website or related services.
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Valard has been expressly advised of the potential loss.

### **Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Valard’s liability in respect of any:

- death or personal injury caused by Valard’s negligence;
- fraud or fraudulent misrepresentation on the part of Valard; or
- matter which it would be illegal or unlawful for Valard to exclude or limit, or to attempt or purport to exclude or limit, its liability.

### **Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, you must not use this website.

### **Other parties**

You accept that, as a limited liability entity, Valard has an interest in limiting the personal liability of its affiliates, officers and employees. You agree that you will not bring any claim personally against Valard’s affiliates, officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Valard’s affiliates, officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Valard.

### **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

### **Indemnity**

You hereby indemnify Valard and undertake to keep Valard indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Valard to a third party in settlement of a claim or dispute on the advice of Valard’s legal advisers) incurred or suffered by Valard arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

### **Breaches of these terms and conditions**

Without prejudice to Valard’s other rights under these terms and conditions, if you breach these terms and conditions in any way, Valard may take such action as Valard deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website, and/or bringing court proceedings against you.

### **Variation**

Valard may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

#### **Assignment**

Valard may transfer, sub-contract or otherwise deal with Valard's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

#### **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

#### **Entire agreement**

These terms and conditions constitute the entire agreement between you and Valard in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

#### **Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with the laws of the Province of Alberta, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of the province of Alberta.

Use of the Valard website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation, this paragraph.

#### **Valard's Details**

The full name of Valard is Valard Construction LP.

Valard is registered in Alberta.

You can contact Corporate Communications by email to [CorpComm@Valard.com](mailto:CorpComm@Valard.com)

#### **Credit**

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