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Indemnification by User

You agree to indemnify, defend and hold us and our affiliates, business partners, officers, directors, employees and agents harmless from any loss, liability, claim, demand, damage, or expense (including reasonable legal fees) asserted by any third

party relating in any way to your use of this website or breach of these Terms of Use. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, which shall not excuse your indemnity obligations.

Third Party Websites, Content and Products and Services

Links or pointers to other websites and references to products and services offered by third parties are provided to you for convenience only and do not constitute an endorsement or approval by us of the organizations that operate such websites, the content on such websites, or of such third party products and services. As we have no control or responsibility over websites or content maintained by other organizations, or for products and services offered by third parties, we do not assume any liability for your use of any of the foregoing, which use you acknowledge and agree shall be at your own risk.

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General

If any provision of these Terms of Use is held invalid or unenforceable in any respect by any court having competent jurisdiction, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of these Terms of Use shall continue in full force and effect. No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision of these Terms of Use.

These Terms of Use shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to

conflict of laws provisions thereof. The parties consent to the jurisdiction of the courts of, and venue and situs in, Guelph, Ontario.

With the exception of a breach by you of intellectual property rights, in the event of any dispute, the parties shall, at the shared expense of both parties, use their best efforts to mediate the dispute by an independent mediator appointed by Elements Hardscaping Inc., with such mediation to be held in the City of Guelph, in the Province of Ontario. In the event that the aforementioned mediation is unsuccessful, the parties agree that the dispute shall be resolved by a single arbitrator pursuant to the Arbitrations Act (Ontario), with the arbitration to be held in the City of Guelph and the law applicable thereto shall be the law of the Province of Ontario. The arbitrator appointed pursuant to the Arbitrations Act (Ontario) shall be entitled to award costs of the hearing in addition to the resolution of the claim, and the decision of any such arbitrator shall be final and binding and not subject to appeal.

These Terms of Use are binding upon you, your heirs, executors, beneficiaries, successors and assigns and you may not assign this Agreement to any other party without our prior written consent, which consent may be withheld in our sole discretion. We may assign this Agreement to any affiliate or successor company of Elements Hardscaping Inc. without notice thereof to you.

Contact

If you have any questions or concerns, please contact us at info@elementshardscaping.ca.