

## **TERMS AND CONDITIONS**

These terms and conditions (the "Terms and Conditions") govern the use of **www.fe Buckley.foundation** (the "Site"). This Site is owned and operated by F. EMANUEL BUCKLEY FOUNDATION. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

### **Intellectual Property**

All content published and made available on our Site is the property of F. EMANUEL BUCKLEY FOUNDATION and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### **Limitation of Liability**

F. EMANUEL BUCKLEY FOUNDATION and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

### **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless F. EMANUEL BUCKLEY FOUNDATION and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

### **Applicable Law**

These Terms and Conditions are governed by the laws of the Province of Alberta.

### **Dispute Resolution**

Subject to any exceptions specified in these Terms and Conditions, if you and F. EMANUEL BUCKLEY FOUNDATION are unable to resolve any dispute through informal discussion, then you and F. EMANUEL BUCKLEY FOUNDATION agree to submit the issue first before a non-binding

mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and F. EMANUEL BUCKLEY FOUNDATION. The costs of any mediation or arbitration will be shared equally between you and F. EMANUEL BUCKLEY FOUNDATION.

Notwithstanding any other provision in these Terms and Conditions, you and F. EMANUEL BUCKLEY FOUNDATION agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

### **Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

### **Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

### **Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

(780) 974-0569

info@febuckley.foundation

11420-142 St., Edmonton, AB, T5M 1V1

You can also contact us through the feedback form available on our Site.

Effective Date: 1st day of February, 2023