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#### **25. Governing Law/Jurisdictional Issues**

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**everywomanintheworld.com makes no representation or warranty that a everywomanintheworld.com Site or any of the Services are appropriate or available for use at any locations outside Canada. If you access a everywomanintheworld.com Site from outside Canada, you are responsible for compliance with all applicable laws. You may not export any of the Content accessible through a everywomanintheworld.com Site in violation of applicable export laws and regulations. These Terms and Conditions shall be interpreted, construed and governed by the laws in force in the Province of Ontario, and the federal laws of Canada applicable therein, without reference to its conflict of laws principles. Subject to the Arbitration and Actions paragraph below, each party hereby agrees to submit to the jurisdiction of the courts of the Province of Ontario and the Federal Courts situate therein, and to waive any objections based upon venue. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms and Conditions.**

#### **26. Arbitration and Actions**

**Except where prohibited by applicable law, any controversy, claim or dispute arising out of or relating to these Terms and Conditions, your use of any everywomanintheworld.com Site or Service (including Paid Services) or the relationship which results from these Terms and Conditions, including without limitation, the performance, breach, enforcement, existence or validity of the matters provided for in these Terms and Conditions which cannot be amicably resolved, even if only one of the parties declares that there is a difference (collectively, a "Claim"), will be referred to and finally settled (to the exclusion of the courts) by private and confidential binding arbitration before a single arbitrator. 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. Any such Claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim, controversy or dispute of any other party. Except where prohibited by applicable law, you agree to waive any right you may have to commence or participate in any class action against us related to any Claim and, where applicable, you also agree to opt out of any class proceedings against us. Notwithstanding the foregoing, we reserve the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.**

#### **28. Miscellaneous**

**These Terms and Conditions and, where applicable, the specific terms of a Paid Services Agreement, constitute the entire agreement between everywomanintheworld.com and you pertaining to your use of the everywomanintheworld.com Sites and Services and, except as specifically set forth herein, supersede any prior agreements between you and everywomanintheworld.com relating to the everywomanintheworld.com Sites and Services. everywomanintheworld.com may assign these Terms and Conditions, in whole or in part, at any time. everywomanintheworld.com's failure to insist upon or enforce strict performance of any right or provision of the Terms and Conditions**

shall not constitute or be construed as a waiver of any right or provision. If any of the provisions (or parts thereof) contained in the Terms and Conditions are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions (or parts thereof) contained herein. The parties have required that the Terms and Conditions and all documents relating thereto be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents que s'y rattachent soient rédigés en anglais (Version française). In the event of a conflict between the English and French version of these terms, the English version shall prevail.

## **SCHEDULE "A"**

### **PHOTO SUBMISSION LICENCE, RELEASE AND WAIVER**

Please note that we cannot publish your photographic materials or images ("Photos") if you do not own all rights in them, and have permission from those who may appear in your Photos to publish the Photos. Please also note that not all of the everywomanintheworld.com Sites or Services permit or provide for uploading of your Photos.

In consideration of everywomanintheworld.com's agreement to allow you to post, e-mail, transmit, upload or otherwise submit any Photo to the everywomanintheworld.com Sites or Services and, possibly, to review, and potentially publish any such materials submitted to everywomanintheworld.com by you, and for other valuable consideration the receipt and sufficiency of which are hereby expressly and irrevocably acknowledged, you agree with everywomanintheworld.com as follows.

1. You grant to everywomanintheworld.com, a non-exclusive and royalty-free right and license, (but not the obligation), in perpetuity throughout the world, to use, reproduce, store, transmit, communicate the Photo in whole or in part, or any part thereof, (i) on any everywomanintheworld.com Site now existing or to be created (including, without limitation, internet web pages located at the domain name everywomanintheworld.com or its successor websites) and however configured for any electronic distribution platform or device whether fixed or mobile (whether now known or to be devised and including, without limitation, phones, personal digital assistant, pagers and other wireless enabled devices and applications). You irrevocably waive, in everywomanintheworld.com's favour any and all so-called "moral rights" in connection with your Photo. You grant these rights and this waiver to everywomanintheworld.com free of charge.

2. You represent and warrant that:

(a) you own or control all of the rights in and to your Photo. The rights granted to everywomanintheworld.com in this license, the Photo and every one of its component elements are, wholly original with you and not copied in whole or in part from any other work, and/or you have obtained all necessary rights or licences in

order to authorize use of your Photo for the above purposes;

(b) you have the right to grant to everywomanintheworld.com the rights granted to us in this license. No further permissions, consents or payments are required from or to, any third party in connection with the use by everywomanintheworld.com of the rights granted hereunder, there is (and will not be) any agreement with a third party that may in any way interfere with everywomanintheworld.com's rights under this license, and such rights are and shall be free and clear of any and all claims, rights and obligations whatsoever;

(c) this license, and the Photo shall not be subject to the jurisdiction of any guild, organization, corporation or collective in any jurisdiction and no additional payment, royalties, or consent of any party are required in connection with everywomanintheworld.com's exercise of the rights granted in this license. Without limiting what you have represented to above, you have not previously assigned any or all of the rights in and to the Photo to any guild, organization, corporation or collective or other person or entity whatsoever; and

(d) you are a resident of Canada.

3. everywomanintheworld.com is the sole owner of all rights (including copyright) in the everywomanintheworld.com Sites and in this capacity shall have the right to use the Photo in any manner in its sole discretion within the terms of this license, including, but not limited to the right to edit your Photo to accommodate publication requirements; and to add to, delete from, edit, alter and otherwise combine the content with any other content in any manner and in any media whatsoever.

4. You expressly and irrevocably release and forever discharge everywomanintheworld.com, its parent, subsidiary, affiliated and associated companies, and their directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns of and from any and all actions, causes of action, suits, proceedings, liability, debts, judgments, claims and demands whatsoever in law or equity which you ever had, now have, or hereafter can, shall or may have, for or by reason of, or arising directly or indirectly out of, everywomanintheworld.com's exercise of its rights in this license, release and waiver.

5. You hereby agree to indemnify and hold harmless everywomanintheworld.com, its partners, their parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach of your representations and warranties or any other provision of this license, release and waiver.

6. You shall not have any right to terminate the permissions granted herein, nor to seek, obtain, or enforce any injunctive or other equitable relief against everywomanintheworld.com, all of which such rights are hereby expressly and irrevocably waived by you in favour of everywomanintheworld.com.

**7. You acknowledge having obtained independent legal advice in connection with this license, release and waiver, failing which, you shall be deemed to have voluntarily waived the right to seek such independent legal advice.**

**8. Certain portions of the everywomanintheworld.com Site may run specific Photo submission campaigns, promotions or contests which envision reproduction of your photos in other publications or media. Certain portions of the everywomanintheworld.com Site may also provide services to which you may upload your Photos for private viewing only (including but not limited to access by password and/or secure link only). In addition to the general Terms and Conditions for everywomanintheworld.com Sites (including the Licence, Release and Waiver terms for Music, Photos and Submitter Content incorporated therein), any specific terms and conditions of those services, campaigns, promotions or contests shall apply to those Photo submissions and are incorporated into this licence. To the extent that there is conflict between the provisions of those specific terms, this licence and the general Terms and Conditions for everywomanintheworld.com Sites, the provisions of the specific terms and conditions of those Photo services, campaigns, promotions or contests shall apply. Except as otherwise defined in this license or in any specific terms and conditions of a Photo submission opportunity, any capitalized terms shall have the meanings given to such terms in the general Terms and Conditions.**