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This Agreement shall be deemed to include all other notices, policies, disclaimers, and other terms contained in this site, including our Privacy Policy; provided, however, that in the event of a conflict between such other terms and the terms of this Agreement, the terms of this Agreement shall prevail. You agree that The Company may assign any of its rights and/or transfer, sub-contract, or delegate any of its obligations under this Agreement. This Agreement is personal to you and you may not transfer or assign it to a third party.

This Agreement is governed by and is construed in accordance with the laws of the province of Ontario, Canada without regard to conflicts of law provisions. You consent to the exclusive jurisdiction and venue of courts in the Waterloo Region or the Greater Toronto Area located in Ontario, Canada in all disputes arising out of or relating to your use of this site.

Notwithstanding the foregoing, The Company shall have the right to bring action against visitors of the site in courts of competent jurisdiction in the jurisdiction in which such visitors reside or are located: (i) to seek injunction relief against such visitor, (ii) to obtain a judgment against such visitor where a judgment by a Canadian court will, or may, not be enforced by the jurisdiction in which such visitor resides or is located, or (iii) to enforce a judgment obtained against such visitor in a Waterloo Region or Greater Toronto Area court.

Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any part of this Agreement is determined to be invalid or unenforceable under applicable law including but not limited to the warranty disclaimers and liability limitations stated above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

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Please direct all questions or concerns to hello@boarditude.com.

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