



TOKYO2020

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GENERAL TERMS AND CONDITIONS FOR TRAVEL AND ACCOMMODATION SERVICES

1. PARTIES

These General Terms and Conditions (“**Terms and Conditions**”) are entered into between:

ATPI Travel and Events Canada Inc. (“**ATPI Canada**”) 19 Cours Le Royer West – suite 105,
Montreal, Quebec H2Y1W4 Canada
Phone number: (514) 316-7012
Email address: olympicgames@atpi.ca

- AND -

You (referred to herein as the “**Client**”)

(each a “Party” and collectively, the “**Parties**”)

2. PREAMBLE

- 2.1 The Parties agree that these Terms and Conditions govern the Services (defined below) provided to the Client by ATPI Canada.
- 2.2 For any questions about these Terms and Conditions, please contact our customer service team at: olympicgames@atpi.ca.
- 2.3 This preamble shall form an integral part of these Terms and Conditions.

3. DEFINITIONS

- 3.1 **Agreement** means the hospitality contract, each Order Confirmation and these Terms and Conditions entered into between ATPI and a Client, .
- 3.2 **CASL** means Canada’s anti-spam legislation, found at S.C. 2010, c.23.
- 3.3 **Client** means the party named in the Agreement procuring Services from ATPI Canada for itself or on behalf of a Traveler.
- 3.4 **Confidential Information** means any information disclosed in accordance with Section 20 hereof.
- 3.5 **Order Confirmation** has the meaning attributed to it in Section 10.1 hereof.
- 3.6 **Parties** means the parties to these Terms and Conditions, namely ATPI Canada and the Client.
- 3.7 **Services** means any travel, accommodation services or combination thereof that ATPI Canada agrees to provide to the Client as described in the Order Confirmation.
- 3.8 **Travel Agreement** means an agreement, in the form of an itinerary booking confirmation between the Client and Travel Service Provider, pursuant to which the Travel Service Provider agrees, subject to the applicable terms and conditions of the Travel Agreement (whether expressly set out therein or incorporated by reference), to provide the Travel Services to the

Client.

- 3.9 **Traveler** means the Client and/or any other natural person for whose benefit the Services have been booked or provided.
- 3.10 **Travel Service Provider** means collectively or any of, as the context so permits, providers of Travel Services from time to time.
- 3.11 **Travel Services** means transportation, accommodation or other travel arrangements including, without limitation, air, rail, bus passenger transportation, hotel accommodation and car hire services.
- 3.12 **Travel Service Provider** means any third-party provider of the Services, including, but not limited to, an air carrier, transportation service provider, ticket reseller or provider, tour operator, hotel, event or travel coordinator, or any other third-party appointed by ATPI Canada to provide any of the Services.

4. **APPLICABILITY**

- 4.1 ATPI Canada agrees to provide the Client with the Services in accordance with the terms of the Agreement. In addition, the purchase of Services is subject to the Terms of Use and the Privacy Policy, which may be reviewed here: <https://www.atpi.ca/olympicgames/>. Should there be any inconsistencies between the Agreement and those of the Terms of Use or the Privacy Policy, the terms of the Agreement shall prevail. By purchasing Services, the Client and the Traveler agree to be bound by the terms of the Agreement.
- 4.2 Subject to the provisions of Section 4.1 above, the Agreement comprises the entire agreement between the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral in relation to the subject matter of the Agreement.
- 4.3 The Agreement applies to the provision of Services offered by ATPI Canada. The supply of Travel Services provided by a Travel Service Provider are subject to the terms of the Travel Agreement entered into between the Travel Service Provider and the Client.

5. **SERVICES**

- 5.1 ATPI Canada shall provide the Services described in an Order Confirmation or as may be agreed upon mutually in writing between the Parties. The Client hereby agrees to purchase, and ATPI Canada agrees to sell, the Services detailed in the Order Confirmation.

6. **ELIGIBILITY**

- 6.1 The Traveler must have reached the age of majority in its province or territory of residence and must be a resident of Canada.

7. **RESPONSIBILITY**

Travel Services

- 7.1 The Client's and the Traveler's rights, remedies and recourse under the Agreement for any breach by ATPI Canada are solely and exclusively against ATPI Canada.
- 7.2 The Client may offer to purchase any of the invitations for Travel Services made by ATPI for

and on behalf of Travel Service Providers. Where a Customer wishes to make an offer to purchase it shall notify ATPI Canada. If the offer is accepted by ATPI Canada for and on behalf of the Travel Service Provider, ATPI Canada is authorised as agent of the Travel Service Provider to conclude a Travel Agreement between the Travel Service Provider and the Customer on behalf of the Travel Service Provider. Where ATPI Canada is responsible for payment to the Travel Service Provider of the costs of such Travel Services, such costs will be included within the Charges payable by the Customer to ATPI Canada for the TM Services. Until such time as ATPI Canada accepts the Customer's offer to purchase the Travel Services and issues the Travel Agreement, no contract has been formed between the Customer and Travel Service Provider.

- 7.3 In providing travel information, making reservations and issuing tickets and other documents to the Client or the Traveler, ATPI Canada acts solely as an intermediary with the Travel Service Provider(s). ATPI Canada does not guarantee or insure the Travel Services to be provided by any Travel Service Provider. ATPI Canada assumes no responsibility or liability whatsoever for any actions beyond its control in connection with the Travel Services. ATPI Canada is not responsible or liable for any claims, losses, damages, costs or expenses arising out of personal injury or death, loss of enjoyment, upset, disappointment, distress or frustration, loss of or damage to property, accident, delay, non-performance, *force majeure* irregularity, or any consequence from them, which may be occasioned through the neglect or default or any act or omission of any Travel Service Provider or any governmental authority or which may be occasioned through weather, equipment failure, labour disputes, sickness, theft or any other reason not within the direct control of ATPI Canada. Without limiting the generality of the foregoing, ATPI Canada is not responsible or liable for any indirect, special or consequential damages. The Client hereby agrees to indemnify ATPI against any and all claims brought by a Traveler who was involved, as directed by or on behalf of the Client, in a trip (transportation and/or accommodation), a conference or an event of any nature whatsoever.
- 7.4 From time to time, ATPI Canada transmits the necessary proceeds from the sale and booking of Travel Services to the Travel Service Provider supplying those Travel Services. In the event that such a Travel Service Provider defaults prior to providing the Travel Services for which payment has been made, the Client's and the Traveler's sole and exclusive recourse for refund shall be against the defaulting Travel Service Provider, or from any insurance or the like covering such defaults.
- 7.5 ATPI Canada disclaims all liability for errors or bias in reservations, fares, or other information provided by any automated reservation system of the Travel Service Provider.

Services

- 7.6 The Client and the Travelers are obligated to comply with all the instructions given by ATPI Canada in order to ensure the proper provision of the Services (including, but not limited to, instructions with respect to the check-in times and transfer times) and are liable towards ATPI Canada and/or any Travel Service Providers for any and all damages that may result from or are otherwise related to their acts and/or omissions, or they will be obliged to bear their own damage caused as a result.
- 7.7 Where a Traveler causes trouble or nuisance whereby the proper provision of the Services is significantly impeded or could be significantly impeded as a result, he/she may be excluded from receiving the Services by ATPI Canada and/or the Travel Service Provider if ATPI Canada and/or the Travel Service Provider cannot reasonably be expected to comply with their obligations or to perform the Travel Services. Any and all damages caused as a result will be for the Client and/or Traveler's account.

- 7.8 The Client and/or the Travelers are obligated to prevent or limit any damage (or any further damage), including but not limited to notifying ATPI Canada as quickly as possible of any complaints. Complaints with respect to a reservation made by ATPI Canada must be submitted to ATPI Canada within 30 days after the Services have ended or, if the trip (transport or accommodation) or the event did not take place, up to one month after the original departure date or accommodation date or event date.
- 7.9 If the Client is in default of any provision of the Agreement and is unable to cure such default within a reasonable time after receiving written notice (which contains sufficient particulars of the default), ATPI Canada will be entitled to terminate the Agreement, Services or part thereof, in accordance with the terms of the Agreement. If the Client fails to cure the default, ATPI Canada will send a written notification confirming the termination of the Agreement, Services or part thereof.
- 7.10 In the event of a situation involving an event of force majeure, ATPI Canada will be entitled to terminate the Agreement, Services or part thereof by means of a written notification to the Client at any time.

8. PRICING

- 8.1 All prices listed are in Canadian dollars, unless otherwise stated and are quoted including applicable sales taxes (e.g. GST, HST or QST). ATPI Canada is not liable for any fluctuation in price or change in schedule or equipment or accommodations in connection with any Services that occur before, during or after the purchase of the Services. Prices are based exclusively on factors existing at the time at which the Services are purchased.
- 8.2 Airport fees for airports that require payment on site, where applicable, are not included in the pricing. All prices are subject to change without prior notice. Should there be a discrepancy between the price shown on any website or elsewhere and that of the actual Travel Service Provider, the latter shall prevail. All Services are subject to availability and are deliverable to residents of Canada only.
- 8.3 For the purposes of compliance with Section 13.2 of the *Regulations Respecting Travel Agents* (Quebec): "(i) the price for the tourist services sold may only be increased following the imposition of a surcharge on fuel by the carrier or an increase in the exchange rate, insofar as the exchange rate applicable 45 days before the date on which the services are provided has increased by more than 5% since the date on which the contract was entered into; (ii) if the increase, without taking into account any increase in the Québec sales tax or Canada's goods and services tax, is equal to or greater than 7% of the price of services, the customer may choose between full and immediate reimbursement of the services or the provision of similar services; and (iii) no price increase may occur within 30 days preceding the date on which the services must be provided."
- 8.4 The room prices indicated are exclusive of any service charges of the relevant hotel, city tax (or the like) and breakfast. The room price does not include extra services (such as pay TV, internet access, minibar, pressing, portage and room service); such extra services do not form part of the Services offered by ATPI Canada.
- 8.5 Upon the purchase of any Services, the Client hereby agrees to contribute to the Travel Agents' Client Indemnity Fund (*Fonds d'indemnisation des clients des agents de voyage*) (the

“**Indemnity Fund**”). The Client’s contribution to the Indemnity Fund is detailed in the Order Confirmation.

9. PAYMENT

- 9.1 Payment is required at the time of purchase for online bookings or as otherwise agreed upon by the Parties in writing. All fraudulent purchases will be investigated and the wrongdoers will be prosecuted. By accepting these Terms and Conditions, the Client hereby agrees to pay all amounts set out in the Order Confirmation, including, without limitation, any and all applicable taxes and delivery, convenience and other fees described in the Order Confirmation. ATPI Canada may determine the applicable payment terms at the time of the purchase.
- 9.2 When allowed under the applicable Travel Service Provider's terms and conditions, ATPI Canada may accept a deposit from the Client to reserve the Travel Services. If full payment for the Travel Services is not received when due under the Travel Service Agreement, then the deposit shall be forfeited by the Client to the Travel Service Provider.
- 9.3 Any dispute with respect to any amounts charged by ATPI to the Client must be submitted by the Client to ATPI in writing within 10 days of the date of the Order Confirmation, including a substantiation of the dispute. The purchase evidenced by the Order Confirmation will be binding if the dispute is not so submitted within that time period.
- 9.4 Payment can be completed using any credit card.
- 9.5 All amounts received by ATPI Canada will be deposited in its trust account(s). The trust account(s) will be debited by ATPI Canada to: (i) pay all requisite amounts owing by ATPI Canada to the Travel Service Provider in respect of the Services; and (ii) remit the Indemnity Fund contributions to the Quebec Consumer Protection Office, as the case may be.
- 9.6 If payment fails or is interrupted and the Client still wants to purchase the Services, the Client must send the Order Confirmation received by it or by the Traveler to olympicgames@atpi.ca within 24 hours from the time the purchase request is made.
- 9.7 Please note that as soon as the Client or the Traveler has received an Order Confirmation, the Services are reserved. If the Client or the Traveler does not contact the customer service team within 24 hours in the event the circumstances in Section 9.6 above apply to make payment, the Services will automatically be cancelled and can no longer be claimed.
- 9.8 Orders will only be processed after a billing address and other billing information have been verified. Where ATPI Canada receives incorrect billing or credit card information for a Services order, this can delay or prevent the processing of the order and the delivery of the Services.

10. CONFIRMATION AND DELIVERY

- 10.1 Once an order for Services is confirmed and payment is completed, the Client and, as the case may be, the Traveler, will receive a confirmation email providing the Client and the Traveler with a confirmation number (the “**Order Confirmation**”). The Client and the Traveler must keep the Order Confirmation.
- 10.2 The Client will provide ATPI Canada in a timely manner with the information required (including any further information required) regarding itself and any other Traveler. In the event that the information is not provided in a timely manner, ATPI Canada will be entitled to charge the Client

an administrative fee equal to 2% of the total price of the Services, in addition to any amounts charged by any Travel Service Provider to ATPI Canada, which amounts will also be borne by the Client.

- 10.3 The Client and the Traveler shall be responsible for verifying that all of the information contained in an Order Confirmation correctly reflects the Services purchased. If any of the information contained in an Order Confirmation is incorrect, the Client or the Traveler must contact ATPI Canada on the same day on which the booking is made in order to have it corrected. The Client and the Traveler are fully responsible for any errors or missing information.
- 10.4 The Client hereby agrees that ATPI Canada will be entitled to provide the information regarding itself and any other Traveler, including, without limitation, the mobile telephone number and e-mail address, to the Travel Service Providers. The Client warrants to ATPI Canada that all Travelers have given the Client the requisite authorizations to transfer such information to ATPI Canada, the Client hereby indemnifying ATPI Canada in respect of any claims brought by any Traveler in respect of any such transfer or holding of, or dealings with, any such information. If the Client does not wish to permit such information to be provided or is in default in this respect, ATPI Canada will not be liable for any delays and/or other damage caused by the inability to inform the Travelers in a timely manner by or on behalf of ATPI Canada.
- 10.5 If, for any reason whatsoever, the Client or the Traveler does not receive an Order Confirmation or an error message is received or the Client encounters a service interruption, the Client is fully responsible to contact the customer service team to confirm whether the order was properly processed. The Client is fully responsible for any problems that may occur during the process of purchasing the Services. In such case, ATPI Canada shall not be responsible or liable for any losses (monetary or otherwise) that may result from any problem occurring during the purchase process of Services through its website, including, without limitation, the failure of a transaction to be completed or confirmed, whether through the actions of ATPI Canada or its related entities, or a third party.
- 10.6 Electronic tickets will be delivered by means of e-mail or facsimile transmission. For other travel documents issued by Travel Service Providers, delivery or pick-up arrangements will be made between the Client and ATPI Canada. If the Client elects to have any documents delivered by courier, applicable courier charges will be payable by the Client. The Client and the Traveler are responsible and liable for compliance with the applicable Travel Service Provider pick-up conditions.

11. CLIENT RESPONSIBILITIES AND DOCUMENTATION

- 11.1 It is the responsibility of the Client to ensure that he or she and the other Travelers have the appropriate documentation in their possession (such as current and valid passports, visas and identification cards) before leaving Canada, and that they satisfy all other applicable requirements (such as vaccinations), to gain entry to the chosen destination and re-entry to Canada. The Client acknowledges having had the opportunity to review the applicable documentation and other requirements prior to completing the purchase of Services. Obtaining passports and visas may require lengthy processing times and it is the Client's and the other Traveler's responsibility to ensure timely receipt of all documents. The Client acknowledges that entry to another country may be refused even if the required information and travel documents are complete.
- 11.2 Specialized notarized documentation may be required for unaccompanied minors and for

children traveling without both parents. It is the responsibility of the Client and/or Traveler to validate such requirements before travel.

- 11.3 The Client and the Traveler will be responsible for obtaining additional information necessary from the relevant authorities and will verify in a timely manner prior to the departure or the commencement of the event whether the information obtained earlier has been changed since that time.

12. AIRPORT CHECK-IN

- 12.1 It is the Traveler's obligation to check-in at the airport for air travel within the time specified by the applicable Travel Service Provider and, following check-in, to proceed to the correct departure gate by the time specified on the Traveler's boarding pass. A Traveler will be denied boarding if the Traveler has not checked-in or arrived at the correct departure gate on time. ATPI Canada is not responsible if the Traveler misses his or her flight.

13. FLIGHT TIMES AND RECONFIRMATION

- 13.1 All flight times, carriers, equipment and itineraries are subject to change with or without prior notice. If ATPI Canada is made aware of a change by a Travel Service Provider, it will use commercially reasonable efforts to advise the Client and/or the Traveler as soon as possible. In the event of a flight delay related to weather, traffic or another *force majeure* situation, it may not be possible for the air carrier to provide meals and/or accommodations. ATPI Canada is not responsible for lost wages, missed holiday time or any other additional charges incurred as a result of changes in times or itineraries.
- 13.2 If a Travel Service Provider cancels the Travel Services on the ground of *force majeure* (including fires, floods, earthquakes or other natural disasters), that will not in any way affect the other parts of the Services. With respect to the Travel Services that the Travel Service Provider has cancelled on the grounds of *force majeure*, the Client will be obligated to pay ATPI Canada the intermediation fee owed to ATPI Canada in respect of the Travel Services that have been cancelled.

14. FOREIGN TRAVEL

- 14.1 Air travel to other countries is governed by various conventions and agreements between Canada and other governments, which are incorporated into the Travel Agreement. Incorporated terms may include, but are not restricted to:
- (a) limits on liability for personal injury or death;
 - (b) limits on liability for lost or damaged baggage and its contents, including fragile or perishable goods, and availability of excess valuation coverage;
 - (c) claims restrictions, including time periods within which passengers must file a claim or bring an action against the air carrier;
 - (d) rights of the air carrier to change the contract;
 - (e) rules on re-confirmation of reservations, check-in times and refusal to carry; and
 - (f) rights of the air carrier and limits on liability for delay or failure to perform services,

including schedule changes, substitution of alternate air carriers or aircraft and rerouting.

- 14.2 It is the Client's responsibility to become familiar with the relevant laws and customs of the countries of destination. The Client acknowledges that the living standards and practices at the destination and the standards and conditions at the destination with respect to the provision of utilities, services and accommodation may differ from those found in Canada.

15. BAGGAGE ALLOWANCE

- 15.1 Air carriers publish baggage allowances applicable for carriage over their own services. Allowances include cabin baggage and checked baggage. These allowances tend to be based on a weight/size allowance or a piece system. The Client and Traveler must consult the terms and conditions of the applicable air carrier for restrictions on the number and weight/size of baggage, including carry-ons, and the applicable baggage allowances, on chartered and scheduled services. The Client and the Traveler must also consult the terms and conditions of the applicable air carrier about the applicable baggage safety requirements.

- 15.2 ATPI Canada is not responsible or liable for any misinformation, additional costs or damages incurred by the Client or the Traveler in relation with the allowed number and weight/size of baggage, baggage allowances and baggage safety requirements of an air carrier. Lost or damaged baggage is the sole and exclusive responsibility of the air carrier, which may have limited liability, and all complaints and claims in relation thereto may only be made to the air carrier. In the event of damaged, lost or delayed baggage, the Client and/or Traveler should contact the applicable air carrier representative prior to leaving the airport or follow such process as the relevant air carrier requires.

16. INSURANCE

- 16.1 ATPI Canada recommends the purchase by the Client and any Traveler, at their own costs, of general travel insurance to cover trip cancellation or interruption, medical care and injuries, death, and loss of, or damage to, baggage.

17. AMENDMENTS, CANCELLATION AND CHANGES

- 17.1 If either party wishes to change or cancel the scope or performance of the Travel Services detailed in the Order Confirmation, it shall submit details of the requested change to the other party in writing. ATPI Canada shall, within a reasonable time after such request, provide a written estimate to the Client of:

- (a) the likely time required to implement the change;
- (b) any necessary variations to the fees and other charges for the Travel Services and Services arising from the change;
- (c) the likely effect of the change on the Travel Services and Services; and
- (d) any other impact the change might have on the performance of the Agreement.

- 17.2 Promptly after receipt of the written estimate, the Client shall advise ATPI Canada if it wishes to proceed with the such change or cancellation.

- 17.3 Notwithstanding the above, ATPI Canada may, from time to time, change the Services without the consent of the Client or the Traveler provided that such changes do not materially affect the nature or scope of the Services, or the fees or any dates set forth in the Order Confirmation. ATPI Canada shall notify the Client of such changes if there is a material effect on the Services in the 30 days prior to their coming into force.

18. PRIVACY AND COMMUNICATION

- 18.1 ATPI Canada is committed to protecting the privacy of the personal information it collects, including financial information. Please refer to Section 4.1 above for a link to ATPI's Privacy Policy.
- 18.2 ATPI Canada complies with CASL. CASL affects the way in which ATPI Canada may contact the Client and the Travelers electronically with respect to communication about promotions, special offers, and similar communications. In order to send commercial electronic messages in accordance with CASL, the Client or the Traveler's consent is required.

19. INTELLECTUAL PROPERTY

- 19.1 ATPI Canada is not responsible or liable to the Client for any claims relating to infringement of copyrights and/or patent rights and/or licensing rights and/or trademark rights and/or design rights held by third parties to the extent that ATPI Canada has violated any such right by using data, documents or objects that have been provided or stipulated by or on behalf of the Client in order to carry out the Services. The Client agrees to indemnify ATPI Canada for any and all related claims.
- 19.2 If any work that ATPI Canada performs in providing the Services gives rise to any intellectual property right, that right will vest in ATPI Canada.
- 19.3 The Client nor the Traveler are entitled to make any further or other use of anything produced in the course of the performance of the Services that exceeds the scope of the agreed use.

20. CONFIDENTIAL INFORMATION

- 20.1 All non-public, confidential or proprietary information of ATPI Canada, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, the "**Confidential Information**"), disclosed by ATPI Canada to any Client or any Traveler, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services is confidential, and shall not be disclosed or copied by any Client or any Traveler without the prior written consent of ATPI Canada. Confidential Information does not include information that is:
- (a) in the public domain;
 - (b) known to the Client or the Traveler at the time of disclosure; or
 - (c) rightfully obtained by Client or the Traveler on a non-confidential basis from a third party.
- 20.2 The Client and the Traveler agree to use the Confidential Information only to make use of the

Services.

20.3 ATPI Canada shall be entitled to injunctive relief for any violation of this Section.

21. LIMITATION OF LIABILITY

21.1 IN NO EVENT SHALL ATPI CANADA BE LIABLE TO THE CLIENT OR A TRAVELER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

21.2 IN NO EVENT SHALL ATPI CANADA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO EACH ORDER CONFIRMATION, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO A TRAVEL SERVICE PROVIDER IN RELATION TO THE PARTICULAR ORDER CONFIRMATION GIVING RISE TO THE CLAIM.

21.3 The limitation of liability set forth above shall not apply to (i) liability resulting from ATPI Canada's gross negligence or wilful misconduct; (ii) death or bodily injury resulting from ATPI Canada's negligent acts or omissions; and (iii) any other liability which cannot be excluded at law.

21.4 Except as expressly set out in this Agreement, the Services are provided on an 'as is' and 'with all faults basis' and ATPI Canada and its licensors expressly disclaim all other warranties of non infringement, merchantability, satisfactory quality, accuracy and fitness for purpose. No oral or written advice or information provided by ATPI Canada, its agents, employees of third party providers shall create a warranty and the Customer shall not be entitled to rely on any such advice or information. This disclaimer of warranties is an essential condition of the Agreement.

22. ASSIGNMENT

22.1 The Client shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of ATPI Canada. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the Client of any of its obligations under the Agreement.

22.2 These Terms and Conditions are solely for the benefit of the Client and ATPI Canada. It is not for the benefit of any other person, except for permitted successors and assigns.

23. SURVIVAL

23.1 Provisions of the Agreement which by their nature should apply beyond their terms, will remain in force after any termination or expiration of these Terms and Conditions including, but not limited to, the following provisions: Confidential Information, Governing Law and Submission to Jurisdiction, and Survival.

24. MISCELLANEOUS

- 24.1 If any term or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 24.2 This clause applies only to persons residing outside Quebec, Ontario, or Saskatchewan. Subject to applicable law, any dispute, whether in court or otherwise, will be conducted solely on an individual basis. You agree that you shall not have the right or authority for any dispute to be brought as a class action, or to participate in any class action or other proceeding in which any person acts or proposes to act in a representative capacity.
- 24.3 The Parties declare that they have requested that the Agreement and any amendments or modifications to it be drafted in English. *Les Parties aux présentes déclarent qu'elles ont demandé à ce que ces termes et conditions et tous amendements ou toutes modifications de ceux-ci soit rédigés en anglais.*

25. GOVERNING LAW AND SUBMISSION TO JURISDICTION

- 25.1 All matters arising out of or relating to the Agreement are governed by, and construed in accordance with, the laws of the Province of Quebec and the federal laws of Canada applicable in the Province of Quebec.
- 25.2 Where the terms of the Agreement conflict with the provisions of any Canadian federal, provincial, territorial consumer protection legislation or the like, those terms and conditions will be invalid or unenforceable, however, the remainder of the Agreement shall remain in force.
- 25.3 Any legal suit, action or proceeding arising out of or relating to the Agreement shall be instituted in the courts of the Province of Quebec, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

December 2018