

# Terms and Conditions

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1. Terms and Conditions
  - (i) If a provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
  - (ii) If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.
2. Website Disclaimer
  - (i) If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

## Indemnity and hold harmless

1. You hereby agree to indemnify the NDEB and undertake to keep the NDEB indemnified against any losses, damages, costs, liabilities and expenses including without limitation legal expenses and any amounts paid by the NDEB to a third party in settlement of a claim, action or dispute incurred by the NDEB arising out of any breach by you of any provision of these Terms and Conditions, or arising out of any claim that you have breached any provision of these Terms and Conditions; and
2. You further agree to save harmless and indemnify the NDEB from and against any and all claims, charges, taxes, penalties or demands and interest thereon or costs incurred in relation to a claim, action or dispute incurred by the NDEB arising out of any breach by you of any provision of these Terms and Conditions, or arising out of any claim that you have breached any provision of these Terms and Conditions.

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In addition to and without prejudice to the NDEB's other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way or manner, the NDEB may take such action as the NDEB deems necessary to enforce and protect its legal rights including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that your access to the website be blocked and deny you the privilege of taking or repeating any further Examinations or Assessments administered by the NDEB.

## Entire agreement

These Terms and Conditions constitute the entire agreement between you and the NDEB in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

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## Law and jurisdiction

These Terms and Conditions will be governed by and construed in accordance with the laws of the Province of Ontario and of Canada without regard to conflict of law principles.

## Language

It is agreed that the English version of these Terms and Conditions constitutes the official version, should there be any discrepancy between English and French versions.

## Privacy

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