

TERMS OF SERVICE

OVERVIEW

This website is operated by Association of Alberta Forest Management Professionals. Throughout the site, the terms “AAFMP” and “its” refer to Association of Alberta Forest Management Professionals (AAFMP). AAFMP offers websites, including all information, tools and services available from the sites to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting the AAFMP site and/or purchasing something from AAFMP, you engage in its “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content. Please read these Terms of Service carefully before accessing or using AAFMP sites. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the website shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. AAFMP reserves the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to its website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes. AAFMP's sites are hosted on Canadian servers.

SECTION 1: ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you meet the age of majority in your province of residence.

You may not use AAFMP products for any illegal or unauthorized purpose, nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2: GENERAL CONDITIONS

AAFMP reserves the right to refuse service to anyone, for any reason, at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3: ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

AAFMP is not responsible if information made available on its sites is not accurate, complete or current. The material on its sites are provided for information purposes only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. AAFMP reserves the right to modify the contents of its sites at any time, but does not have any obligation to notify you of updates to any information on its sites. You agree that it is your responsibility to monitor changes to AAFMP's sites.

SECTION 4: MODIFICATIONS TO THE SERVICE AND PRICES

Prices for AAFMP products and services are subject to change without notice.

AAFMP reserves the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

AAFMP shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5: PRODUCTS OR SERVICES

These Products and Services are available exclusively online through the website.

AAFMP reserves the right, but is not obligated, to limit the sales of its Products and Services to any person, geographic region or jurisdiction. AAFMP may exercise this right on a case-by-case basis. All descriptions of products or product pricing are subject to change at any time without notice, at the sole

discretion of AAFMP. AAFMP reserves the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

AAFMP does not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6: ACCURACY OF BILLING AND ACCOUNT INFORMATION

AAFMP reserves the right to refuse any order you place with us. AAFMP may, in its sole discretion, limit or cancel quantities purchased per person or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing address. In the event that AAFMP makes a change to or cancels an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. AAFMP reserved the right to limit or prohibit orders that, in its sole judgment, appear to be placed by any individuals external to AAFMP. You agree to provide current, complete and accurate purchase and account information for all purchases made at AAFMP's stores. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that AAFMP can complete your transactions and contact you as needed.

SECTION 7: OPTIONAL TOOLS

AAFMP may provide you with access to third-party tools over which AAFMP neither monitors nor has any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

AAFMP may also, in the future, offer new services and/or features through its sites (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8: THIRD-PARTY LINKS

Certain content, products and services available via AAMP's Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with AAFMP. AAFMP is not responsible for examining or evaluating the content or accuracy and does not warrant and

will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

AAFMP is not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9: USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If you send with or without a request from AAFMP suggestions, proposals, plans, discussion comments, or other materials, (collectively, 'comments'), you agree that AAFMP may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments submitted. AAFMP is and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. AAFMP may, but have no obligation to, monitor, edit or remove content determined in AAFMP's sole discretion are unlawful, offensive, threatening, libelous, defamatory, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead AAFMP or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. AAFMP takes no responsibility and assumes no liability for any comments posted by you or any third-party.

SECTION 10: PERSONAL INFORMATION

Your submission of personal information through any AAFMP sites is governed by its Privacy Policy.

SECTION 11: ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on the AAMFP site or in the Service that contains typographical errors, inaccuracies, or omissions that may relate to descriptions, pricing, and services. AAFMP reserves the right to correct any errors, inaccuracies, or omissions and to change or update information or cancel orders if any information in the Service or on any related site is inaccurate at any time without prior notice (including after you have submitted your order).

AAFMP undertakes no obligation to update, ,or clarify information in the Service or on any related site, including without limitation, pricing information, except as required by law. No specified update or

refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12: PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:

1. for any unlawful purpose;
2. to solicit others to perform or participate in any unlawful acts;
3. to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
4. to infringe upon or violate AAFMP's intellectual property rights or the intellectual property rights of others;
5. to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
6. to submit false or misleading information;
7. to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
8. to collect or track the personal information of others;
9. to spam, phish, pharm, pretext, spider, crawl, or scrape;
10. for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

AAFMP reserves the right to terminate your use of the Service or any related site for violating any of the prohibited uses.

SECTION 13: DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

AAFMP does not guarantee, represent, or warrant that your use of AAFMP's service will be uninterrupted, timely, secure, or error-free.

AAFMP does not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time AAFMP may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall the Association of Alberta Forest Management Professionals, its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive,

special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, AAFMP's liability shall be limited to the maximum extent permitted by law.

SECTION 14: INDEMNIFICATION

You agree to indemnify, defend and hold harmless AAFMP and its, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15: SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16: TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use AAFMP's Services, or when you cease using any AAFMP site. If in AAFMP's sole judgment you fail, or AAFMP suspects that you have failed, to comply with any term or provision of these Terms of Service, AAFMP also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to AAFMP's Services (or any part thereof).

SECTION 17: ENTIRE AGREEMENT

The failure of AAFMP to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18: GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Alberta, Canada.

SECTION 19: CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

AAFMP reserves the right, at AAFMP's sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to any AAFMP site. It is your responsibility to check the sites periodically for changes. Your continued use of or access to AAFMP sites or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 20: CONTACT INFORMATION

Questions about the Terms of Service should be sent to: admin@aafmp.ca.

Last updated: December 5, 2025