



Creechurch International Underwriters Ltd.
55 University Avenue, Suite 550
Toronto, ON M5J 2H7
T: (416) 601-2155
F : (416) 601-2166
E : info@creechurch.com
www.creechurch.com

TERMS AND CONDITIONS OF USE

PLEASE READ THE FOLLOWING CAREFULLY

IMPORTANT! These Terms of Use govern your use of this website (“**Site**”) which is owned and operated by Creechurch International Underwriters Ltd. (“**Creechurch**”, “**We**”, “**Our**”, “**Us**”). We are pleased that you wish to review information relating to our various insurance products and potentially complete insurance applications through the Site (collectively, the “**Services**”). **Please read these Terms of Use carefully before browsing the Site and using the Services.** Any person who wishes to use this Site must accept these Terms of Use without change. BY ACCESSING THIS SITE AND USING THE SERVICES, YOU ARE INDICATING YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS OF USE AND ALL RELATED POLICIES AND GUIDELINES OF THIS SITE, IF ANY, AS INDICATED IN THESE TERMS OF USE ARE INCORPORATED BY REFERENCE.

These Terms of Use or any other policies or guidelines governing the Site are subject to change by Creechurch at any time in its sole discretion. Any changes will be effective upon the posting of the revisions on the Site. Your use of the Site will be subject to the most current version of the Terms of Use posted on the Site at the time of such use. Your continued use of this Site and the Services after such changes are implemented constitutes your acknowledgment and acceptance of the changes. Please consult these Terms of Use regularly. IF YOU DO NOT AGREE TO ANY CHANGES TO THESE TERMS OF USE, PLEASE IMMEDIATELY DISCONTINUE YOUR USE OF THE SITE AND THE SERVICES.

1. Your Obligations

In connection with your use of certain Services on the Site, you may be asked to provide certain information. It is a condition of your use of this Site that all the information that you provide through this Site will be correct, current, and complete. If Creechurch believes that the information you provide is not correct, current, or complete, Creechurch has the right to refuse you access to this Site or any of its Services, and to terminate or suspend your access at any time. However, Creechurch has no obligation to verify the accuracy, currency completeness or usefulness of any information that you have provided. At all times, you agree to provide true, accurate, current and complete information about you and your organization, including name, e-mail address and information regarding your skill set as prompted by the Services’ application form. You agree that you shall not impersonate or in any way misrepresent your authority to act on behalf of any person, company, or other entity. If you provide any information that is untrue, inaccurate, not current or incomplete, or if Creechurch has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Creechurch has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

2. Restrictions On Use

You may use this Site for your own internal business purposes as expressly permitted by this Site. You may not use this Site for any other purpose, including any commercial purpose, without Creechurch’s express prior written consent. For example, you may not (and may not authorize any other party to) (i) co-brand this Site; (ii) frame this Site; or (iii) hyperlink to this Site, without the express prior written permission of an authorized representative of Creechurch. For purposes of these Terms of Use, “co-branding” means to display any name, logo, trade-mark, or other means of attribution or identification of any party in such a

manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this Site or content accessible within this Site or which may confuse a user as the nature of the relationship between any party and Creechurch. You agree to cease and desist causing any unauthorized co-branding, framing or hyperlinking upon notice from Creechurch and at all times you will cooperate with Creechurch following Creechurch's discovery of any such illegal activity.

3. **Proprietary Information**

- (a) The Site contains text (including descriptions of the MediaTech Liability, Directors and Officers Liability, Life Sciences Liability, Professional Liability, Employment Practices Liability, CGL and Umbrella Liability, Property Insurance and Sports & Leisure insurance products and services offered by our specialized insurance providers (collectively, "**Suppliers**"), graphics, software, logos, icons and other materials ("**Site Content**") furnished by Creechurch. The Site Content is protected under Canadian copyright, patent and trade-mark laws and other laws of Canada and other nations. All Site Content, including the collection, arrangement, and assembly of such content, is the exclusive property of Creechurch. You may not copy, sell, license, transfer, publish, reproduce, modify, display, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, bundle, sublicense, export, merge, loan, rent, lease, assign, share, outsource, host, distribute in anyway, prepare derivative works based on, re-post, make available to any person or otherwise use, either directly or indirectly, any of the Site Content, in whole or in part, in an form or by any means whatsoever, be they physical, electronic or otherwise, for any public or commercial purpose, without the prior written consent of Creechurch. You shall not permit, allow or do anything that would infringe or otherwise prejudice the proprietary rights of Creechurch or allow any third party to access the Site Content. The restrictions set out herein shall not apply to the limited extent the restrictions are prohibited by applicable law.
- (b) Permission is granted to you to download and make one printed copy of the Site Content for your own private, non-commercial use only, without alterations, so long as the following copyright notice is included: "Copyright © 2010 Creechurch International Underwriters Ltd. All rights reserved." You do not acquire any ownership rights by downloading Site Content from the Site.
- (c) Trade-marks, service marks, and logos appearing in this Site are the property of Creechurch or the party that provided the trade-marks, service marks, and logos to Creechurch. Creechurch and any party that provided trade-marks, service marks, and logos to Creechurch retain all rights with respect to any of their respective trade-marks, service marks, and logos appearing in this Site. Nothing contained in this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trade-mark displayed on this Site.

4. **Third Party Content**

- (a) This Site may also contain information or materials ("**Third Party Content**") that is owned or provided by persons other than Creechurch, including certain Suppliers ("**Third Party Providers**"). Creechurch makes no representations or warranties with respect to such Third Party Content and does not undertake to conduct any independent investigation of Third Party Content. Inclusion of Third Party Content from Third Party Providers on this Site does not mean, unless expressly stated otherwise, that Creechurch endorses or agrees with such Third Party Content.
- (b) You understand that you have no proprietary rights in the Third Party Content and that the Third Party Providers retain all proprietary right, title or interest, including copyright, in their respective Third Party Content.
- (c) You may not copy, sell, license, transfer, publish, reproduce, modify, display, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, bundle, sublicense, export, merge, loan, rent, lease, assign, share, outsource, host, distribute in any way, prepare derivative works based on, re-post, make available to any person or otherwise use, either directly or indirectly, any of the Third Party Content, in whole or in part, in an form or by any means whatsoever, be they physical, electronic or otherwise, for any public or commercial purpose, without the prior written consent of the

Third Party Providers. You shall use your best efforts to stop any such copying or distribution immediately after you become aware of such use.

- (d) You are granted a limited license to display on your computer, download, use and make one printed copy of the Third Party Content for your own private, non-commercial use only, so long as (i) you do not modify any such Third Party Content; and (ii) you ensure that any copyright or trade-mark notices contained in the specific Third Party Content are retained. Nothing in this limited license confers any ownership rights in the Third Party Content from any third party who has ownership rights in the Third Party Content available on the Site.
- (e) The rights and limitations in this Section 4 are for the benefit of each Third Party Provider, each of which shall have the right to enforce its rights under this section directly and on its own behalf.

5. **Hyperlinks**

This Site contains hyperlinks to other sites, including hyperlinks to sites maintained by individual Suppliers, that are not maintained by, or related to, Creechurch. Hyperlinks to such sites are provided solely as a convenience to you and do not imply any endorsement by Creechurch of, any affiliation with or endorsement by the owner of the linked site. Creechurch has no control over such third party sites. Creechurch is not responsible for the availability of such external sites and no endorsement of any third party products or services is expressed or implied by any information, material or content referred to or included on or linked from or to the Site. Creechurch does not assume responsibility for the accuracy, completeness, accessibility and usefulness of the information, data, opinions, advice or statements contained at such sites and your access and use of such third party sites, including any information, material, products and services therein, is solely at your own risk. Creechurch accepts no liability for any direct, indirect, incidental, exemplary, consequential, punitive or other losses or damages of whatsoever kind arising out of access to or use of any hyperlinked website or any information or reliance on any such content, goods or services available on or through any such linked website. You also understand and agree that Creechurch's [Privacy Policy](#) is applicable only while you are using the Site. Once you are linked to another website, you should read the privacy policy/statement of that website before disclosing any personal information.

6. **Use of the Site and Services**

- (a) You understand that the Site contains various kinds of information, including but not limited to descriptions of specific insurance coverages offered by Suppliers who are listed on this Site.
- (b) While We attempt to be as accurate as possible regarding the Site, and to ensure that all information contained on the Site is accurate and up-to-date, We do not represent or warrant that the information contained on the Site (including any descriptions of services provided by the Suppliers) is accurate, complete, reliable, current or error-free. Accordingly, you understand and agree that Creechurch (i) does not make any representations or warranties as to the quality of any services obtained from Suppliers listed on the Site; (ii) will not be responsible in any way whatsoever for any services that you may receive from a Supplier listed on this Site; and (iii) will not be responsible for the accuracy, completeness or reliability of any particular services offered by a Supplier. We ask and expect that you will use your own judgment in evaluating any prospective Suppliers through the Site or otherwise.
- (c) Accordingly, you understand and agree that the Services are provided on an "AS-IS, AS AVAILABLE" basis without any warranty, representation or covenant of any kind, including as to any result or benefit that you may obtain through your use of the Services or the Site, and that Creechurch assumes no responsibility for the timeliness, truthfulness, accuracy, reliability or completeness of any information made available to you through the Services or for the misdelivery of any information accessed or downloaded by you. You acknowledge that any reliance on the Services will be at your own risk and that you must evaluate and bear all risks associated with the use of any Services, including any reliance on the accuracy, completeness, or usefulness of such Services. Creechurch shall be held harmless and blameless by you and free of any and all liabilities that may occur as a

result of any use or application of the information provided by Creechurch in connection with your use of the Services.

7. **Conduct and the Use of Email and the Site/Submissions**

- (a) Creechurch expects that you will access and use the Site in a professional, responsible and business-like manner in accordance with applicable laws. As a visitor to the Site, you may have the opportunity to submit questions or other information regarding the Services or otherwise, or otherwise engage in dialogue with representatives of Creechurch through the sending of email to the Site. Creechurch welcomes your content, remarks, requests for information and other information communicated to Creechurch by you through this Site (collectively, a "**Submission**") so long as such Submissions are not obscene, illegal, threatening, defamatory, libellous, invasive of privacy, infringing of third party intellectual property or privacy rights, or is otherwise injurious to third parties and does not consist of or contain software viruses, commercial solicitation, chain letters, political campaigning, or any form of "spam". You are prohibited from using a false e-mail address, from impersonating another person or entity, or otherwise misleading Creechurch as to your identity when you are on the Site or otherwise communicating with Creechurch.
- (b) You further agree that you shall use this Site for lawful purposes only and represent and warrant that you will not use the Site to:
- (i) download, post, e-mail or otherwise transmit any Submission that is unlawful, harmful, threatening, abusive, harassing, tortuous, homophobic, sexist, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, including but not limited to any Submission which encourages conduct that would constitute a criminal offence, violate the laws of others or otherwise violates any applicable local, provincial, national or international law or otherwise harm minors in any way;
 - (ii) download, post, e-mail or otherwise transmit any Submission that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - (iii) download, post, e-mail or otherwise transmit any Submission that infringes, misappropriates, or otherwise violates any third party's copyright, patent, trade-mark, or other proprietary right of publicity or privacy, or encourages or enables any other party to do so;
 - (iv) use the Site or any Site Content or Third Party Content (collectively, "**Content**") downloaded through the Site to post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
 - (v) upload, post, e-mail or otherwise transmit any Submission to the Site that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, alter, or limit the functionality of any computer software or hardware or telecommunications equipment or that imposes an unreasonable or disproportionately large load on the Site's infrastructure or limits the functionality of any Creechurch® or third party computer hardware, software, networks, or hardware or telecommunications equipment;
 - (vi) interfere with or disrupt the Site or servers or networks connected to the Site, including attempting to interfere with the access of any other user, host or network, including without limitation, overloading, initiating, propagating, participating, directing or attempting any "denial of service" attacks, "spamming", "crashing", "flooding" or "mail-bombing" the Site or disobeying any requirements, procedures, policies or regulations of networks connected to the Site;

- (vii) direct bots, spiders, crawlers, avatars, intelligent agents or any other automated process at Creechurch's computer systems or otherwise, create unreasonable load upon any of Creechurch's computer hardware, network, storage, input/output or electronic control devices;
 - (viii) use the Site for any public or commercial purposes, without the express prior written permission of Creechurch;
 - (ix) intentionally or unintentionally violate any applicable local, provincial, national or international law, rule or regulation applicable in connection with the Site;
 - (x) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site; or
 - (xi) collect or store personal data about other users of the Site.
- (c) Any breach of the above representations, covenants and warranties will result in immediate termination of your use of the Site, and, if appropriate, referral to relevant law enforcement authorities.
- (d) Creechurch will treat any personal information that you submit to this Site in accordance with its [Privacy Policy](#).

8. **Privacy Policy**

Please click here to read and review Creechurch's [Privacy Policy](#), which describes Creechurch's privacy policies and practices in detail, as such statement may be amended from time to time by Creechurch. Creechurch advises you to check the [Privacy Policy](#) on a frequent basis for changes. You hereby consent to the use of your personal information by Creechurch in accordance with the terms and for the limited purposes set forth in the Privacy Policy. By agreeing to these Terms of Use, you acknowledge and agree that certain information about you is subject to Creechurch's [Privacy Policy](#).

9. **Disclaimer of Warranties/Limitation of Liability**

- (a) You understand that Creechurch cannot and does not guarantee or warrant that files or information available for downloading from the Internet will be free of viruses, worms, Trojan horses, malware or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this Site for the reconstruction of any lost data. Creechurch does not assume any responsibility or risk for your use of the Internet.
- (b) You, and not Creechurch, assume the entire cost of all necessary servicing, repair or correction in the event of any loss or damage arising from the use of this Site, the Content or the Services. Any Content downloaded or otherwise obtained through your use of the Site is used by you at your own risk and you will be solely responsible for any damage to your computer systems or loss of data that results from the downloading of such material. Creechurch does not represent or warrant that the Content, the Site, its servers or email sent from the Site are free from viruses or other harmful components.
- (c) YOUR USE OF THIS SITE IS AT YOUR OWN RISK. EVERYTHING ON THE SITE, INCLUDING THE CONTENT AND THE SERVICES AVAILABLE THROUGH THIS SITE, IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. CREECHURCH EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT OR NON-INFRINGEMENT OR THOSE ARISING OUT A COURSE OF DEALING OR USAGE OF TRADE FOR THE SITE AND THE SERVICES.

- (d) CREECHURCH MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS REGARDING THE COMPLETENESS, ACCURACY, AVAILABILITY OR APPROPRIATENESS OF THE SITE, THE CONTENT OR THE SERVICES OR THEIR USEFULNESS FOR YOUR PURPOSES. FOR GREATER CLARITY, CREECHURCH DOES NOT REPRESENT OR WARRANT THAT (I) THE FUNCTIONS OR CONTENT CONTAINED IN THIS SITE WILL BE UNINTERRUPTED, RELIABLE, ACCURATE, COMPLETE, SUITABLE, VALID, TRUTHFUL, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS IN ANY WAY; (II) ANY DEFECTS IN THE CONTENT WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (III) THE USE OF THE CONTENT AND THE SITE WILL BE TIMELY, SECURE, OR ERROR-FREE; (IV) THE RESULTS THAT MAY BE OBTAINED FROM YOUR USE OF THE CONTENT, THE SITE OR ANY SERVICES OBTAINED THROUGH THE SITE WILL BE ACCURATE, BENEFICIAL OR RELIABLE; OR (V) THE QUALITY OF ANY CONTENT OR SERVICES OBTAINED BY YOU THROUGH YOUR USE OF THE SITE OR THE SERVICES WILL MEET YOUR EXPECTATIONS. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND CREECHURCH MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME.
- (e) IN NO EVENT SHALL CREECHURCH, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, THIRD PARTY PROVIDERS, AGENTS OR ADVISORS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF INCOME, LOSS OF ANTICIPATED SALES, LOSS OF OPPORTUNITIES, BUSINESS INTERRUPTION, FAILURE TO REALIZE UNEXPECTED SAVINGS, DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES OR OTHER ECONOMIC LOSS ARISING FROM: (I) YOUR USE OR INABILITY TO USE THE SITE, THE CONTENT OR ANY SERVICES OBTAINED THROUGH THE SITE OR ANY SITE TO WHICH YOU HYPERLINK FROM THE SITE; (II) ANY THIRD PARTY CLAIMS THAT THE USE BY YOU OF THE CONTENT OR ANY OF THE SERVICES VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT OR PRIVACY RIGHT; (III) ANY FAILURE OF PERFORMANCE OF THE SITE OR THE CONTENT, WHETHER RELATED TO ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES OR LINE FAILURE; OR (IV) ANY OTHER MATTERS RELATING TO THIS SITE, ANY SUBMISSIONS, THE CONTENT OR THE SERVICES, BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, FUNDAMENTAL BREACH, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, WHETHER OR NOT SUCH CREECHURCH HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT YOU MIGHT INCUR SUCH DAMAGES.
- (f) CREECHURCH DISCLAIMS ANY AND ALL SUCH ABOVE REPRESENTATIONS, WARRANTIES AND CONDITIONS TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.
- (g) THE AGGREGATE LIABILITY TO YOU OF CREECHURCH FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS SITE, THE SERVICES OR THE CONTENT IS \$500.

10. **Indemnity**

You agree at all times to defend, indemnify and hold harmless Creechurch, its employees, contractors, agents, officers, directors, successors and assigns (the "**Indemnified Parties**") from and against any claims, losses, judgements, actions, proceedings, damages, costs and expenses (including without limitation, reasonable legal and other fees and disbursements) incurred by any of the foregoing parties due to or resulting from your use or misuse of the Site, the Content, the Services, from Submissions that you post to, submit or transmit through the Site or from your violation of these Terms of Use. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the Content, the Site or the Services.

11. **Security**

Creechurch reserves the right to investigate suspected violations of these Terms of Use. Creechurch reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Creechurch to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. By accepting this Agreement you waive, and hold Creechurch harmless from, any claims resulting from any action taken by
November 4, 2010

Creechurch during or as a result of its investigations and/or from any actions taken as a consequence of investigations by either Creechurch or law enforcement authorities.

12. Violations

Please report any violations of these Terms of Use to Stephen Horton at shorton@creechurch.com or Ann Coppins at acoppins@creechurch.com.

13. Applicable Law

These Terms of Use and any action related thereto or related to the Site, the Services and the Content shall be governed, controlled, interpreted and defined by and under the laws of the Province of Ontario and the federal laws applicable therein without giving effect to any principles of conflicts of laws. The *United Nations Convention on the International Sale of Goods* is explicitly excluded from this agreement. You agree that any action at law or in equity arising out of or relating to these Terms of Use or your use of the Site, the Content and the Services will be filed only in a court located in Toronto, Ontario, Canada, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts for the purpose of any such action. Your use of the Site is void where prohibited by laws in jurisdictions to which you are otherwise subject, and you agree not to visit or use the Site or the Content in any such circumstances. Sections 2-11, 13 -20 shall survive any termination of these Terms of Use for any reason.

14. Termination

You acknowledge and agree that these Terms of Use shall remain in effect for so long as you use this Site or the Services. You agree that this agreement can only be terminated by you once you have stopped using the Site or the Services. Creechurch reserves the right to terminate your use of the Site at any time, for any reason, with or without cause, if Creechurch believes that you are violating these Terms of User in any way.

15. Entire Agreement

These Terms of Use and any other legal notices, policies and guidelines of Creechurch linked to these Terms of Use constitute the entire agreement between you and Creechurch relating to your use of this Site and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter and the Terms of Use may not be amended or modified except in writing or by making such amendments or modifications available on this Site.

16. No Agency; Third Party Beneficiary

Creechurch is not your agent, fiduciary, trustee, or other representative. Nothing expressed or mentioned in or implied from these Terms of Use is intended or will be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to these Terms of Use. These Terms of Use and all of the representations, warranties, covenants, conditions, and provisions hereof are intended to be and are for the sole and exclusive benefit of Creechurch, you, and relying Third Party Providers.

17. Assignment

You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder without the prior written consent of Creechurch.

18. **Severability**

If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

19. **No Waiver**

Creechurch will not be considered to have waived any of its rights or remedies described in these Terms of Use unless the waiver is in writing and signed by Creechurch. No delay or omission by Creechurch in exercising its rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. Creechurch's failure to enforce the strict performance of any provision of these Terms of Use will not constitute a waiver of Creechurch's right to subsequently enforce such provision or any other provisions of these Terms of Use.

20. **Headings**

The headings used in these Terms of Use are included for convenience only and have no legal or contractual effect and shall not affect the construction or interpretation of these Terms of Use.

21. **Electronic Communications**

When you visit the Site or send e-mail to us, you are communicating with Creechurch electronically. You consent to receive communications from Creechurch electronically. Creechurch will communicate with you by e-mail or by posting notices on the Site. You agree that all agreements, notices, disclosures, and other communications that Creechurch provides electronically satisfy any legal requirement that such communications be in writing.

22. **Language**

You agree that English will be the language of the Site and of all transactions occurring in connection with the Site, and you agree to waive any right to use and rely upon any other language or translations. You acknowledge that it is your express wish that these Terms of Use have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que tous les documents légaux qui s'y rattachent soient rédigés en anglais.