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The provisions of paragraphs 2, 3, 4 and 5 are for the benefit of [www.fatbastardburrito.com](http://www.fatbastardburrito.com) and its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the Service. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

#### **7. TERM; TERMINATION**

This Agreement may be terminated by either party without notice at any time for any reason. The provisions of paragraphs above and below (1 thru 6 and 8) shall survive any termination of this Agreement.

# FAT BASTARD

## BURRITO CO.

### 8. MISCELLANEOUS

This Agreement shall all be governed and construed in accordance with the laws of Canada applicable to agreements made and to be performed in Canada. You agree that any legal action or proceeding between [www.fatbastardburrito.com](http://www.fatbastardburrito.com) and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a federal or provincial court of competent jurisdiction sitting in Canada.

Any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. [www.fatbastardburrito.com](http://www.fatbastardburrito.com)'s failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. [www.fatbastardburrito.com](http://www.fatbastardburrito.com) may assign its rights and duties under this Agreement to any party at any time without notice to you.

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