

THE DERBY

BAR AND GRILL

THE DERBY BAR AND GRILL

Legal

Terms of Use

You agree that these Terms of Use ("TOU") govern your use of any website or web page operated by The Derby Bar and Grill (a division of Todd Holdings Ltd.) including any site from which you access this agreement (each a "Derby Site"; collectively, "Derby Sites"). By using any Derby Site, you agree to be bound by these TOU.

Modification of Terms

The Derby Bar and Grill - "The Derby" reserves the right to change these TOU from time to time at its sole discretion by posting such revised TOU on Derby Sites. By using any Derby Site following any such change, you agree to follow and be bound by the modified TOU, if any. Unless otherwise stated, any new features or content of any Derby Site will be subject to these TOU.

Your Conduct

You agree not to:

1. modify the content in any Derby Sites, including, without limitation, all text, images, multimedia, or other materials on Derby Sites (the "Content"), without prior consent of the Derby;
2. use the Content without prior consent of the Derby;
3. use the Content for any purpose other than personal, non-commercial use;
4. attempt, through any means, to gain unauthorized access to Derby Sites; or
5. use any device, software, or routine that interferes or attempts to interfere with the proper working of Derby Sites.

Accuracy of Content

All Content, with the exception of these TOU, has been made available in order to provide you with information about Derby, its products and its operations. The Derby will not be responsible for typographical or other errors or omissions in the Content or on any Derby Site. While every effort is made to ensure the accuracy of the information contained in Derby Sites, no warranty of accuracy or completeness is expressed or implied. Information on any Derby Site may be changed or updated at any time without notice.

Disclaimer of Warranties

You expressly agree that use of Derby Sites is at your sole risk. Derby Sites and any content contained therein or downloadable therefrom are provided on an "as-is" and "as available" basis. The Derby expressly disclaims all warranties of any kind, express or implied, including, without limitation, any warranty of merchantability, quiet enjoyment, fitness for a particular purpose or non-infringement. No advice or information, whether oral or written, obtained by you from the Derby or through Derby Sites shall create any warranty not expressly made herein.

The Derby makes no warranty that any content provided through Derby Sites or any content contained therein or downloaded therefrom will meet your requirements, be accurate, complete, current or timely, or that Derby Sites will be uninterrupted, timely, secure, or error free. In the event that Derby Site Content is inaccurate, incomplete, or out of date, the Derby does not intentionally make material misrepresentations nor does the Derby intentionally provide incorrect information.

You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Derby Sites or any Content contained therein or downloaded therefrom is at your own discretion and you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data.

The Derby shall not be responsible for any loss or damage caused, or alleged to have been caused, directly or indirectly, by the information or ideas contained, suggested or referenced at Derby Sites or any use of same by you.

Limitation of Liability

In no event or circumstance is the Derby, its directors, officers, employees or agents,

liable, whether in contract, tort or otherwise, for any losses or damages of whatever nature, including, without limitation, any damages for loss of profits, business interruption, loss of programs or other data, arising in any manner from (i) the use of any Derby Site or Content, whether directly or through a third-party site, (ii) modification or discontinuance of any Derby Site or Content or (iii) from any errors, omissions, inaccuracies, or any misleading or out-of-date information, whether contained on any Derby Site, contained in the Content, or received by you from the Derby through your use of any Derby Site.

Copyright & Trademarks

Certain names, words, titles, phrases, logos, icons, graphics or designs or other content on Derby Sites are trade names or trade-marks owned by the Derby, trade names or trade-marks that the Derby is authorized to use, intellectual property of the Derby, or intellectual property that the Derby is authorized to use ("Protected Property"). Any unauthorized use of Protected Property may be in violation of applicable federal or other law that may apply to trade-marks or intellectual property and could subject you to legal action. The Derby grants to you a personal, non-exclusive, non-transferable license to use and display its Protected Property solely for your own personal, private use.

Links to and from Third Party Websites

Derby Sites may contain links to third-party websites ("Third-Party Sites") which are not under the control of the Derby. The Derby is not responsible for content of any Third-Party Sites or any links contained in any Third-Party Sites. Links to Third-Party Sites are provided to you for convenience only, and their presentation does not imply endorsement of the Third-Party Site by the Derby. Derby Sites may also be linked from Third Party Sites. The Derby does not endorse any Third-Party Site that provides a link to any Derby Site.

The Derby generally welcomes links to the main, top-level page of any Derby Site (each a "Home Page"). If you want to link to any Derby Site, you may do so provided you agree to the linking conditions as described below (the "Linking Conditions").

By establishing a link to a Derby Site from any Third-Party Site, you agree to these Linking Conditions:

1. You may establish a link to a Home Page. You may not establish links to any pages other than a Home Page without prior written permission of the Derby.
2. You may not create frames around Derby Sites or the Content or use other techniques that alter the visual presentation of Derby Sites.
3. You may not imply that the Derby endorses, or is affiliated with, you, your products or services, or your company without prior written permission of the Derby.
4. You may not impersonate any person or entity including, without limitation, the Derby or a representative, director, officer, employee, or agent of the Derby or otherwise misrepresent your relationship with the Derby.
5. You may not present false or misleading impressions about Derby services.
6. You may not use any of Derby's Protected Properties without prior written permission from the Derby. Any use of trademarks is subject to the terms and conditions set out by the Derby.
7. The Derby will have no responsibility or liability for any content appearing on any Third Party Site from which you establish a link to any Derby Site.
8. The Derby may from time to time in its sole discretion immediately terminate your privilege to link to Derby Sites, and, on notice from the Derby, you will immediately remove any links to pages of Derby Sites as provided in such notice.
9. These Linking Conditions form part of the TOU and the Derby may amend them at any time, without notice as described in Modification of Terms above. By maintaining a link that you have established from any Third-Party Site to the Derby Site, you are bound by such revisions. Therefore, you should periodically visit this page to review the then-current TOU and these Linking Conditions to which you are bound.

No. 207 - 17637 1st Avenue
Surrey, BC Canada V3Z 9S1
Phone: 604-536-2878 Fax: 604-538-5788

