

TERMS AND CONDITIONS

PREAMBLE

Current Terms and Conditions (hereinafter – “Terms and Conditions”), together with any and all rules, guidelines, amendments (hereinafter collectively – “Agreement”), prescribes the terms and conditions that determine the relationship between FOCUSFRAME LP (a company incorporated under the laws of Canada, hereinafter – “Company”) and you (hereinafter – “You,” “Your,” “Affiliate” or “Advertiser”) and govern Your use of <http://focusframelp.com> (hereinafter – “Website”), the Website Materials, services offered through the Website (hereinafter – collectively with the Website, the “Services”).

Terms and Conditions establishes a comprehensive framework for your use of the Company’s Website and Services and outlines your responsibilities in staying updated and compliant with any changes to the Terms and Conditions.

1. **Parties to the Agreement**

"You" and "Company" are individually referred to as a "Party" and collectively as the "Parties" in current Terms and Conditions.

2. **Compliance with Terms and Conditions**

By using the Website, Services, or any other services offered by the Company, you agree to be bound by the Terms and Conditions of current Terms and Conditions.

3. **Responsibility to Stay Informed:**

- You agree to regularly review this page to familiarize yourself with the latest version of the Terms and Conditions.
- If you do not agree with any part of this Terms and Conditions, you must immediately cease using the Website and/or Services.

4. **Binding Agreement**

By registering as an Affiliate or Advertiser, using the Services, or accessing the Website, you confirm that you agree to be bound by these Terms and Conditions.

If you disagree with any part of this Terms and Conditions, you are not authorized to register, use the Services, or access the Website in any manner.

5. **Applicability:** these Terms and Conditions govern your access to and use of the Website and Services in their entirety.

6. **Modifications to the Agreement and Services**

The Company is entitled to amend, modify, replace, or discontinue any part of the Website, Services, or this Agreement at any time, with or without prior notice.

You are solely liable for monitoring changes or amendments to the Terms and Conditions.

Continued access to or use of the Website or Services after such amendments will constitute your acceptance of the modified Terms and Conditions.

7. **Interpretation:**

Words in the singular include the plural, and words in the plural include the singular, unless explicitly stated otherwise.

8. **Privacy Policy and Advertising Policy**

The Company has developed a Privacy Policy and Advertising Policy, which you must read and agree to before using the Website or Services.

For further details, refer to the Privacy Policy and Advertising Policy sections on the Website.

REGISTRATION OF ACCOUNT

This section outlines the process, conditions, and consequences of account registration, cancellation, and termination, ensuring compliance with the Terms and Conditions and protecting the Company’s rights.

1. **Account Creation:** to access the full range of Services, Affiliates and/or Advertisers may register for an account by providing the required data or information accurately and thoroughly.

2. **Account Cancellation:** you may cancel your account and stop using the Service at any time by contacting the Company directly via the provided contact information and following the Company's instructions.

3. **Account Registration Conditions**

By registering an account, you agree to the following restrictions:

Automated Account Creation: Accounts created using bots or other automated methods are prohibited.

Account Sharing: Accounts may not be shared with others.

4. **No Restitution for Account Suspension or Deletion:** if your account is suspended or deleted, you forfeit any rights to restitution, compensation, or refunds.

5. **Account Suspension or Termination by Company**

The Company reserves the right to suspend or terminate your account at any time, without notice, under the following circumstances:

- Your access or use of the Website causes or may cause damage to the Company, other users, or third parties.
- You have violated these Terms and Conditions.
- Your account is subject to a legal investigation or government involvement.
- Your account or usage is deemed improper, objectionable, or in violation of these Terms and Conditions at the Company's sole discretion.
- Your use of the Website results in or may result in a violation of applicable laws or regulations.

RESTRICTIONS

This section ensures the Website, Website Materials, and Services are used responsibly and in compliance with applicable laws, protecting both the Company and its users from misuse.

You are prohibited from using the Website, Website Materials, and/or Services in the following ways:

1. **Violation of Laws or Regulations:** for any activity that breaches applicable local, state, national, or international laws or regulations.

2. **Harmful or Objectionable Content**

To post, distribute, generate, or publish content that is:

- libelous, unlawful, defamatory, obscene, indecent, pornographic, threatening, harassing, or abusive.
- invasive of privacy or publicity rights, inflammatory, or otherwise objectionable.

3. **Promotion of Criminal Activity:** to post or transmit content that promotes or constitutes criminal acts, infringes on the rights of others, causes liability, or violates legislation.

Unauthorized Use of Personal Information: to submit material containing private or personal information of third parties without their explicit consent.

Intellectual Property Violations: to post or transmit content that infringes on third-party rights, including patents, trademarks, trade secrets, copyrights, or other intellectual or property rights.

Solicitation or Spam: to post, distribute, or publish content such as:

- ✓ charity requests, petitions for signatures, chain letters, or pyramid schemes.
- ✓ advertising or solicitation for funds, political campaigning, mass mailings, or any unsolicited commercial email ("spam").
- ✓ fraudulent goods, services, schemes, or promotions.

4. **Harmful Code or Programming:** to post, distribute, or transmit any harmful content, including but not limited to: trojan horses, viruses, time bombs, worms, zombies, cancel

bots, or similar programming routines; any code capable of damaging, interfering with, intercepting, or expropriating programs, systems, data, or personal information.

LIMITED LICENSE FOR WEBSITE USE

This section sets clear boundaries for the use of the Website and its Materials, ensuring compliance with intellectual property and other legal regulations while defining the consequences of misuse.

1. Definition of Website Materials

"Website Materials" encompass all elements of the Website, including but not limited to:

- the design and layout of the Website
- Service descriptions
- HTML content
- graphics, files, and pictures
- code, software, and design forms, along with their selection and arrangement.

2. Grant of Limited License: the Company grants you a limited, non-transferable license to access and use the Website and its Materials solely for your personal purposes.

3. Exclusions from the License

The license does not permit the following actions:

Technical Manipulations: adapting, modifying, translating, decompiling, reverse engineering, disassembling, or converting any Website Materials into human-readable form (other than as displayed in a web browser).

Commercial Use: using the Website or its Materials for commercial purposes or resale.

Unauthorized Content Usage: acquiring or utilizing postings or descriptions from the Website without authorization.

Derivative Works: creating derivative works based on the Website or its Materials.

Automated Data Collection: using bots, spiders, data mining tools, or similar methods to collect or extract data from the Website or its users.

Reproduction and Distribution: copying, distributing, reproducing, downloading, publishing, performing, displaying, transmitting, or posting Website Materials through any means, including electronic or mechanical methods, without explicit permission.

Termination of License: the Company reserves the right to terminate this Agreement and revoke your access to the Website if you engage in or permit any illegal use of the Website or its Materials.

4. Compliance with Laws

Any misuse of the Website or its Materials may violate applicable laws, including: copyright laws, trademark laws (including trade dress), communications regulations and statutes, the Company retains the right to pursue legal action against violators to the fullest extent allowed by law.

AMENDMENTS

This section emphasizes the Company's right to make changes and the user's obligation to stay informed, along with disclaiming liability for potential inaccuracies in the Website Materials.

1. Right to Modify: the Company reserves the right to amend or update this Terms and Conditions and any Website Materials at any time, without prior notice or liability to you or any other party.

2. User Responsibility: you are solely responsible for staying informed about changes made to this Terms and Conditions and any Website Materials.

3. Disclaimer of Warranties

The Company does not guarantee or make any representations regarding:

- ✓ The accuracy, completeness, or reliability of the Website Materials.
- ✓ The correctness or error-free nature of the Website Materials.

REPRESENTATIONS AND WARRANTIES

This section ensures that users acknowledge their responsibilities and agree to abide by legal and ethical standards while using the Website and Services.

By using the Services, you warrant and represent that:

- **Legal Capacity:** you have the legal ability to enter into and comply with these Terms and Conditions.
- **Human Access Only:** you will access the Website personally and will not use automated or non-human methods such as bots, scripts, or similar tools.
- **Age of Majority:** you are not classified as a minor in the jurisdiction where you reside.
- **Compliance with Laws:** your use of the Website will comply with all applicable laws and regulations and will not violate any relevant legislation.
- **Lawful and Authorized Use:** you will not use the Website for any unlawful or unauthorized purposes.

INTELLECTUAL PROPERTY RIGHTS

This section emphasizes the Company's ownership of the Website and Website Materials and sets strict limitations on their use to safeguard intellectual property rights.

1. Ownership:

The Website and all Website Materials are the proprietary property of the Company.

This includes, but is not limited to:

- ✓ Source code, databases, functionality, software, Website designs, audio and video files.
- ✓ Trademarks, service marks, logos, and other intellectual property contained on the Website.
- ✓ These materials are protected by international copyright, trademark laws, and other applicable intellectual property rights.

2. Permitted Use:

- The Website Materials are provided "as is" solely for your personal information and use.
- They are not intended for any use beyond the scope defined in this Terms and Conditions.

3. Prohibited Actions

Without the Company's express prior written consent, you may not:

- Copy, reproduce, aggregate, or republish Website Materials.
- Upload, post on a public forum, encode, translate, transmit, or distribute Website Materials.
- Sell, license, or exploit Website Materials for any commercial purpose.

SERVICES' INTERRUPTION

This section outlines the Company's rights and limitations regarding service interruptions and emphasizes its commitment to maintaining service quality while recognizing external challenges.

Temporary Service Interruptions: the Company reserves the right to temporarily halt Services to perform maintenance, system upgrades, or other necessary modifications to ensure the highest quality of service.

Service Discontinuation: the Company may choose to discontinue the Services entirely, in compliance with applicable laws.

Uncontrollable Circumstances: Services may become inaccessible due to events beyond the Company's reasonable control, including but not limited to: force majeure events such as natural disasters, labor strikes, infrastructure breakdowns, or blackouts.

PRIVACY POLICY

For detailed information regarding the use of your personal data, please refer to the Privacy Policy available on this Website.

ADVERTISING POLICY

For detailed information about the requirements for providing advertising and related services, please refer to the Advertising Policy available on this Website.

DISCLAIMER OF WARRANTIES

This section clarifies that the Services are provided "as is" and limits the Company's liability, ensuring users understand the risks and their own responsibilities when using the Website and Services.

1. Specific Warranty Disclaimers

The Company and its subsidiaries, affiliates, licensees, officers, directors, agents, co-branders, partners, suppliers, and employees make no warranties regarding:

- ✓ The Services meet your expectations.
- ✓ The accuracy, reliability, or correctness of Website Materials.
- ✓ The uninterrupted, secure, or error-free availability of Services at any specific time or place.
- ✓ The correction of faults or errors in the Services.

2. Use at Your Own Risk

You undertake and agree that your use of the Website and/or Services is at your own risk.

3. User Responsibility:

- you are responsible for ensuring that any Website Material downloaded or accessed through the Services is free of viruses or other harmful components.
- you bear sole responsibility for any damage to your computer system, mobile device, or data loss resulting from downloading Website Materials or using the Services.

4. No Warranties or Guarantees

To the fullest extent allowed by applicable law, the Company disclaims all conditions, representations, and warranties, whether express, implied, statutory, or otherwise, including but not limited to:

- ✓ Implied warranties of merchantability, fitness for a particular purpose, or non-infringement of third-party intellectual property rights.
- ✓ Any guarantees arising from advice or information, whether oral or written, obtained from the Company or through the Website or Services, unless explicitly stated in this disclaimer.

5. Third-Party Advertisements and Transactions

The Company makes no representations or warranties regarding any products or services advertised or offered by third parties through the Services or any hyperlinked website.

The Company will not monitor or participate in any transactions between you and third-party providers of products or services.

6. Service Limitations

The Services may become unavailable or cease to function properly when accessed through certain web browsers, mobile devices, or operating systems.

7. Limitation of Liability

The Company is not responsible for any real or perceived damages arising from the Services, their operation, or your use of them.

ACCESS TO EXTERNAL RESOURCES

This section clarifies the Company's position regarding external resources and emphasizes your responsibility when interacting with third-party links or content.

1. **Third-Party Resources:** this Website may provide access to external resources supplied by third parties, including links to third-party websites and resources. These links are offered solely for your convenience.

2. **No Control or Responsibility:**

- The Company does not control the content of third-party websites or resources and accepts no responsibility for them.

- The Company is not liable for any loss or damage arising from your use of or reliance on such external resources.

3. **Access at Your Own Risk:** if you choose to access third-party websites or resources linked through this Website, you do so entirely at your own risk and are subject to the terms and conditions of those websites.

4. **Disclaimer of Liability:** you acknowledge and agree that the Company shall not be held responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by: your use of or reliance on any content, information, goods, or services available on or through third-party websites or resources.

INDEMNIFICATION

This section ensures that users are held accountable for their actions and protects the Company and its affiliates from liability arising from misuse or non-compliance.

By using the Website and/or Services, you agree to hold harmless, indemnify, and defend the Company, its subsidiaries, affiliates, officers, directors, agents, co-branding partners, suppliers, and employees from and against any and all claims, demands, damages, obligations, losses, liabilities, costs, debts, and expenses (including reasonable legal fees and expenses) arising out of or in connection with:

1. **Breach of Terms and Conditions:** your failure to comply with any provisions of this Terms and Conditions or breach of the representations and warranties set forth herein.

2. **Use of Services:**

- Any data or Website Materials you send or receive via the Services.
- Your access to and use of the Services.

3. **Willful Misconduct:** any actions taken by you that constitute willful misconduct.

4. **Violation of Third-Party Rights:** your infringement of any third-party rights, including but not limited to privacy or intellectual property rights.

5. **Violation of Laws or Regulations:** your breach of any applicable statutory law, rule, or regulation, to the extent permitted by law.

LIMITATION OF LIABILITY

This section establishes clear limitations on the Company's liability, protecting it from significant claims while offering a capped remedy where legally required.

1. **Exclusion of Indirect Damages:**

- Unless explicitly stated in this Agreement, the Company shall not be responsible for:

- ✓ Lost profits.

- ✓ Special, incidental, consequential, exemplary, punitive, or other indirect damages of any kind.

- This applies regardless of the cause, whether based on breach of contract, tort (including negligence), or other legal theories.

2. **Release of Liability:** you expressly release the Company, along with its representatives, directors, employees, shareholders, licensors, partners, and agents, from any and all liabilities, obligations, claims, or complaints beyond the scope outlined in this Agreement.

3. **Maximum Liability:** if applicable law prohibits such limitations of liability, the Company's maximum liability to you, under any and all circumstances, will be capped at **three hundred dollars (USD 300.00)**.

GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of Canada, regardless of any principles of conflicts of laws that might otherwise apply.

DISPUTE RESOLUTION

This section establishes a structured process for resolving disputes.

1. **Negotiation:** any disputes arising between the Parties in connection with the use of the Website and/or Services shall first be resolved through negotiations.

2. **Arbitration:** if a dispute cannot be resolved through negotiation, either Party may refer the dispute to final settlement by arbitration under the rules of the Canadian Chamber of Commerce, with the following conditions:

- ✓ the arbitral tribunal shall consist of a sole arbitrator;
- ✓ the seat of arbitration shall be Toronto, Canada;
- ✓ the language of the arbitral proceedings shall be English;
- ✓ this Agreement shall be governed by the substantive law of Canada.

3. **Costs and Fees:** the defeated Party shall reimburse the prevailing Party for all fees, costs, and other expenses associated with the arbitral proceedings.

SEVERABILITY

This clause ensures that the Agreement remains enforceable and functional even if certain provisions are found to be invalid or unenforceable.

1. **Replacement of Invalid Provisions:** if any provision of these Terms and Conditions is determined to be void, invalid, or unenforceable, the Parties will strive to reach an amicable agreement to replace the void, invalid, or unenforceable provision with terms that are valid and enforceable.

2. **Substitution by Statutory Provisions:** if no agreement is reached or if required by relevant legislation, the void, invalid, or unenforceable provision will be replaced by the applicable statutory provision.

3. Effect on the Agreement

The nullity, invalidity, or unenforceability of any specific provision shall not render the entire Agreement void or unenforceable unless:

- ✓ the severed provision is essential to the Agreement;
- ✓ the provision is of such significance that the Parties would not have entered into the Agreement had they known it would be invalid;
- ✓ the remaining provisions result in an undue burden or unacceptable hardship for any Party.

CONTACTS

All requests related to the use of this Website or its Services must be sent via email info@focusframelp.com.