

TERMS OF SERVICES

Welcome to our Website <https://choicedigitalp.com>.

By accessing and using our Website and/or Services, you agree to adhere to and be bound by the following Terms of Services. Please read these Terms of Services carefully. If you do not agree with these Terms of Service, please refrain from using this Website. The terms "Company," "Us," "We," or "Our" refer to the CHOICE DIGITAL LP, a company incorporated under the laws of Canada. The term "You" refers to the user, viewer of our Website, as well as advertisers and affiliates.

Acceptance of Agreement

By using our Website ("Website") and Services, you agree to the terms and conditions outlined in this Terms of Services (the "Agreement").

This Agreement constitutes the entire agreement and understanding between Us and You, concerning the Website, the content, products, or services provided by or through the Website (collectively, "Services"), and the subject matter hereof.

This Agreement outlines the rights and obligations of all users regarding the use of the Services. Your access to and use of the Services is contingent upon your acceptance of and compliance with this Agreement. This Agreement applies to all visitors, users, and others who access the Website or use the Services.

By accessing the Website or using the Services, you agree to be bound by this Agreement. If you disagree with any part of this Agreement, you may not access the Website or use the Services.

You affirm that you are over the age of 18 or the age of majority in a territory where the age of majority is older. The Company does not permit individuals under the age of majority to use the Services.

We may update or change the information, Services, and other materials on this Website or terminate the Website at any time. We may also modify this Agreement at any time, with such changes becoming effective immediately upon posting the updated Agreement. Therefore, you agree to periodically review the Agreement, and your continued access or use of this Website will signify your acceptance of the revised Agreement.

Your access to and use of the Services is also subject to your acceptance of and compliance with our Privacy Policy and Advertising Policy (for services related to advertising activities). Please read our Privacy Policy and Advertising Policy carefully before using our Services.

Registration

Some sections or offerings on the Website may require you to create an account. If registration is required, you agree to provide the Company with accurate and complete information. Your registration must include your real name and correct details. Each registration is for your personal use only and not on behalf of any other individual or entity. We do not permit: (a) anyone else to use the registered sections under your name; or (b) access through a single name by multiple users on a network. You are responsible for preventing unauthorized use.

Limited License; Permitted Uses

You are granted a non-exclusive, non-transferable, revocable license to (a) access and use the Website strictly in accordance with this Agreement; (b) use the Website solely for internal, personal, non-commercial purposes; and (c) print discrete information from the Website solely for internal, personal, non-commercial purposes, provided that you maintain all copyright and other policies contained therein.

Restrictions and Prohibitions on Use

Your license to access and use the Website and any content therein is subject to the following restrictions and prohibitions. You are not allowed to:

- (i) Copy, republish, display, distribute, transmit, sell, or otherwise make available in any form or by any means any portion of the Website or any content and materials retrieved from it;
- (ii) Use the Website or any materials obtained from it to develop, or as a component of, any information storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed) that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism;
- (iii) Create compilations or derivative works of any content and materials from the Website;
- (iv) Use any content and materials from the Website in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties;
- (v) Remove, change, or obscure any copyright notice or other proprietary notice or terms of use contained in the Website;
- (vi) Make any portion of the Website available through any timesharing system, service bureau, the Internet, or any other technology now existing or developed in the future;
- (vii) Remove, decompile, disassemble, or reverse engineer any Website software or use any network monitoring or discovery software to determine the Website architecture;
- (viii) Use any automatic or manual process to gather information from the Website;
- (ix) Use the Website for the purpose of gathering information for or transmitting unsolicited commercial email, email that makes use of headers, invalid or non-existent domain names, or other means of deceptive addressing, and unsolicited telephone calls or facsimile transmissions;
- (x) Use the Website in a manner that violates any state or international law and regulation.

Copyright

All materials appearing on the Website are protected by worldwide copyright laws and related international treaties. None of the materials may be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any form or by any means other than as described herein. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on the Website may violate copyright, trademark, and other applicable laws and could result in criminal or civil penalties.

Nontransferable

Your right to access and use the Website is non-transferable and non-assignable. Any password or permission granted to you to receive information or documents cannot be transferred or assigned under any circumstances.

Unlawful Activity

If we receive a complaint or detect a violation of this Agreement, we reserve the right to investigate and take any necessary action. This may include reporting suspected illegal behaviour to law enforcement authorities, regulators, or other third parties. We may also provide these entities with any information required or necessary, including your profile details, email addresses, usage history, posted materials, IP addresses, and traffic information.

Indemnification

You agree to indemnify, defend, and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third-party suppliers of information and documents, lawyers, advertisers, product and service providers, and affiliates harmless from any liability, loss, claim, or expense (including reasonable attorney's fees) arising from your violation of your use of the Website and Services.

Limitation of Liability

Under no circumstances shall the Company or its affiliates, partners, suppliers, or licensors be liable for any indirect, incidental, consequential, special, or exemplary loss, injury, claim, liability, or damages arising out of or in connection with (a) any errors or omissions from the Website or any Services available from it, (b) the unavailability or interruption of the Website or any of its features, (c) your use of the Website, (d) the content contained on the Website, or (e) your access or use, or inability to access or use, the Website and/or Services.

Without limiting the generality of the foregoing, the Company's aggregate liability to you (whether under contract, tort, statute, or otherwise) in connection with any claim arising out of or relating to the Website and/or Services, or the information provided herein, shall not exceed 300 USD (three hundred dollars). This amount shall be in lieu of all other remedies you may have against us. This limitation will apply even if the stated remedy fails of its essential purpose.

Disclaimer

By using this Website and/or Services, you agree to the following terms.

The information, content, and documents provided through the Website are offered "As-Is," "As Available," with "all faults," and all warranties, express or implied, are disclaimed (including but not limited to the disclaimer of any implied warranties of merchantability and fitness for a particular purpose). The information on this Website is provided for informational purposes only and should not be construed as advice on any matter.

While every effort has been made to ensure the accuracy of the information/material on the Website, the Company assumes no responsibility for and makes no guarantees, undertakings, or warranties regarding the accuracy, completeness, or up-to-date nature of the information provided on the Website. The Company assumes no responsibility or liability for any errors or omissions in the content of this Website.

We and our affiliated parties bear no liability whatsoever for your use of any information or Services. Specifically, but without limitation, we and our affiliated parties are not liable for any indirect, special, incidental, or consequential damages (including damages for loss of business, loss of profits, litigation, or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, even if advised of the possibility of such damages. The negation and limitation of damages set forth above are fundamental elements of the basis of the bargain between us and you. This Website and the Services and information presented would not be provided without such limitations. No advice or information, whether oral or written, obtained by you from us through the Website or otherwise shall create any warranty, representation, or guarantee not expressly stated in this Agreement.

Links and Third-Party Websites

This Website may contain links to other websites and resources provided by third parties. These links are provided solely for your convenience. We have no control over the content of third-party websites or resources and accept no responsibility for them or any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites or resources linked to this site, you do so entirely at your own risk and subject to the terms and conditions of those websites. You further acknowledge and agree

that the Company shall not be 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 such content, information, goods, or services available on or through any such third-party website or resource.

Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of Canada. If you have any concerns or disputes about accessing or using the Website or Services, you agree to first attempt to resolve the dispute informally by contacting the Company.

Any dispute arising from or related to this Agreement, including questions about its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which are incorporated by reference into this clause. The arbitration shall be conducted by a single arbitrator. The proceedings shall be conducted in English. If a dispute arises between the Parties concerning this Agreement, the prevailing Party shall be entitled to recover their full attorneys' fees, expert fees, and costs incurred in connection with the dispute.

Legal Compliance

As a condition of your use of the Website and Services, you warrant to the Company that you will not use the Website and Services for any unlawful purpose or any purpose prohibited by this Agreement. You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of the Website, its content and materials, and the Services provided.

Errors, Corrections, and Changes

We do not guarantee that the Website will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not guarantee that the information available on or through the Website will be accurate, reliable, or timely. We may make changes to the features, functionality, or content of the Website at any time. We reserve the right to edit or delete any documents, information, or other content on the Website at our sole discretion.

Third-Party Content

Third-party content may appear on the Website or be accessible via links from the Website. We are not responsible for and assume no liability for any errors, legal misstatements, defamation, omissions, falsehoods, obscenity, pornography, or profanity in the statements, opinions, representations, or any other form of content on the Website. You understand that the information and opinions in third-party content represent solely the author's thoughts and are neither endorsed by nor necessarily reflective of our beliefs.

Final Provisions

Any part, provision, representation, or warranty of these Terms of Service that is prohibited or unenforceable, or is deemed void or unenforceable in any jurisdiction, shall be ineffective in that jurisdiction to the extent of such prohibition or unenforceability, without invalidating the remaining provisions.

We reserve the right to revise and update these Terms of Services at our discretion. Any changes will take effect immediately upon posting and will apply to all subsequent access and use of the Website. By continuing to use the Website and Services after the revised Terms of Services have been posted, you agree to accept and be bound by the changes. It is your responsibility to periodically check this page to stay informed of any updates, as they are binding on you.

Inquiries and Feedback

If you have any questions, comments, complaints, or requests regarding these Terms of Services, please contact us at: info@choicedigitalp.com.