

TERMS AND CONDITIONS

This Terms and Conditions Agreement ("Agreement") is entered into on the _____ day of _____ , 20 _____ , by and between _____ , with a principal place of business at _____ ("Company"), and the user ("User") who accesses or uses the Company's products or services.

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

"Company" refers to _____ , including its subsidiaries, affiliates, successors, and assigns.

"User" refers to any individual or entity that accesses or uses the Company's products or services.

"Products" and "Services" refer to any goods, services, or digital content provided by the Company.

"Agreement" refers to these Terms and Conditions, including any amendments or modifications thereto.

2. ACCEPTANCE OF TERMS

By accessing or using the Company's Products or Services, the User agrees to be bound by the

terms and conditions set forth in this Agreement. If the User does not agree to these terms, they must not use the Company's Products or Services.

3. USE OF PRODUCTS AND SERVICES

The User agrees to use the Company's Products and Services in compliance with all applicable laws and regulations. The User shall not engage in any activity that interferes with or disrupts the Company's Products or Services. The User shall not use the Products or Services for any unlawful or prohibited purpose.

4. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the Company's Products and Services, including but not limited to trademarks, copyrights, and patents, are owned by the Company. The User is granted a limited, non-exclusive, non-transferable license to use the Company's Products and Services for personal or internal business purposes only. The User shall not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Company's Products or Services, except as permitted under this Agreement.

5. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to the use of the Company's Products or Services. The Company's total liability to the User for all claims arising from or related to this Agreement shall not exceed the amount paid by the User to the Company for the Products or Services in the twelve (12) months preceding the event giving rise to the liability.

6. INDEMNIFICATION

The User agrees to indemnify, defend, and hold harmless the Company from any claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees, arising out of or related to the User's use of the Company's Products or Services, violation of this Agreement, or infringement of any intellectual property or other right of any person or entity.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. Any legal action or proceeding arising out of or related to this Agreement shall be brought exclusively in the courts located in _____.

8. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be deemed modified to the extent necessary to make it valid and enforceable.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, both written and oral.

10. NOTICE

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by confirmed email, or mailed by registered or certified mail, return receipt requested, to the addresses provided by the parties. The User agrees to keep

their contact information current and accurate.

11. AMENDMENT

This Agreement may be amended or modified only by a written agreement signed by both parties. Any waiver of any provision of this Agreement will be effective only if in writing and signed by the Company.

12. TERMINATION

The Company reserves the right to terminate this Agreement and the User's access to the Products or Services at any time, with or without cause, upon notice to the User. Upon termination, the User shall immediately cease all use of the Products and Services.

13. FORCE MAJEURE

The Company shall not be liable for any failure to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Signature: _____

Date: _____

Print Name: _____

Signature: _____

Date: _____

Print Name: _____

Witness Signature: _____

Date: _____

Print Name: _____

Notary Public: _____

Date: _____

Commission Expiry: _____