

TERMS AND CONDITIONS

These Terms and Conditions (“Agreement”, “T&C”) constitute a binding agreement between you (“you”, “your”) and Webforce LP (“we”, “us” or “our”) and govern your use <https://lpwebforce.com/> (“Website”) and the products and services offered through the Website (collectively with the Website, the “Services”). The term “Party” shall refer to one of you or us; the term “Parties” shall refer to both you and us.

1. INTRODUCTION

PLEASE READ THESE TERMS AND CONDITIONS AND THE PRIVACY POLICY CAREFULLY BEFORE USING THIS WEBSITE. BY USING THIS WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE T&C, AND THE PRIVACY POLICY. IF YOU DO NOT AGREE WITH THEM, THEN PLEASE STOP USING THIS WEBSITE.

PLEASE REVIEW THESE T&C AND THE PRIVACY POLICY, BEFORE USING THIS WEBSITE, AS WE MAY HAVE AMENDED THEM SINCE YOUR LAST VISIT.

NOTE TO CHILDREN: the Website is not intended for persons under the age of majority. Please do not use our Website if you are under the age of majority in your country. BY USING OUR WEBSITE YOU CONFIRM THAT YOU HAVE REACHED THE AGE OF MAJORITY IN YOUR COUNTRY.

2. CHANGES TO OUR TERMS AND CONDITIONS

From time to time, we may update these T&C and Privacy Policy terms, and we will post any changes on the Website as soon as they go into effect. By using the Website after we make any such changes to these T&C, you are deemed to have accepted such changes. We encourage you to review these T&C regularly to stay informed.

3. INTERPRETATION

In these T&C, the following capitalized terms shall have the following meanings unless otherwise stated in the context:

Confidential Information means all proprietary or confidential material or information disclosed in any form by the Disclosing Party to the Receiving Party, that is designated as proprietary or confidential or that reasonably should be understood to be proprietary or confidential given the nature of the information and the circumstances of the disclosure, provided that Confidential Information shall not include any information or material that: (i) was or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party, (ii) was or subsequently is independently developed by the Receiving Party without reference to Confidential Information of the Disclosing Party, (iii) was or subsequently is received from a Third Party who obtained and disclosed such Confidential Information without breach of any obligation owed to the Disclosing Party, or (iv) is required by law to be disclosed.

Fraud means any fraudulent activity.

Intellectual Property Rights: means without limitation patents, know-how, trademarks, rights to inventions, copyright and related rights, trade marks, business names and domain names, lists and information on any clients, information on business or trading practices and remuneration, client incentive and loyalty schemes, commission or other similar incentive schemes for our business partners, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Login Details means email and password.

The titles in these T&C are for convenience only and shall not affect the interpretation of these T&C. Words that convey the single number must also convey the plural number and vice versa.

4. USING OF THE WEBSITE

To access and use the Website, you must:

- (a) Be a legal entity or an individual;
- (b) Reach the age of majority in the country of your residence and have the right to enter into legally binding contracts;
- (c) Accept these T&C and Privacy Policy.

You expressly consent to keep your contact information up to date and immediately inform us of any changes in writing.

5. ADVERTISING TERMS

All Advertising Materials must meet the following demands including, but not limited to:

- (a) Comply with any applicable laws, regulations, international standards, etc., in any jurisdiction in which you conduct business;
- (b) Have all necessary rights and permissions for all its elements, including but not limited to: using of the intellectual property, privacy, publicity, or other legal rights of any person or legal entity;
- (c) Meet the high quality and editorial standards;
- (d) Be honest and truthful about the content, products and services promoted;
- (e) Be legal and decent with respect the principle of fair competition;
- (f) Not include content that misleads, deceives, or offends;
- (g) Clearly identify you;
- (h) Not collect information about racial or ethnic origin, political opinion, religious or philosophical beliefs, trade-union membership, health, sex life, or medical history. available.

Email must comply with the CAN-SPAM Act of 2003 or other anti-spam laws and meet the following demands, including, but not limited to:

- (a) Routing information – including the originating domain name and email address – must be accurate and identify the person or business who initiated the message;

- (b) The subject line must accurately reflect the content of the message;
- (c) The message must be identified as an ad.

Moreover, you must tell recipients how to opt out of receiving future email from you and honor opt-out requests promptly.

Advertising Materials shall not include further elements, the list of which is not exhaustive:

- (a) Illegal goods or services;
- (b) Campaigns promoting or supporting terrorism or violent extremism;
- (c) Campaigns promoting sales of firearms, weapons, ammunition, or related accessories;
- (d) Campaigns that encourage violence, hateful content;
- (e) Content that promotes discrimination (whether based on religion, nationality, sex, ethnicity, race, disability or age);
- (f) Content that depicts or promotes drug use, or excessive or irresponsible drinking;
- (g) Content that infringes the intellectual property rights of others, including trademark, copyright, design or patent rights;
- (h) Any content or advertising which has an overtly sexual 'tone', pornography explicit content, which features partial or complete nudity or which appears to promote illegal or inappropriate behavior or lifestyles;
- (i) Emails that violate the CAN-SPAM Act of 2003 or other anti-spam laws;
- (j) Deceptive content;
- (k) Non-functional landing pages, landing pages with unexpected user experiences, including landing pages that attempt to automatically download files or landing pages that include a majority of unrelated or low-quality ad content.

6. WARRANTIES

YOU EXPRESSLY AGREE THAT THE USE OF OUR WEBSITE AND ANY INFORMATION PROVIDED THEREBY IS AT YOUR SOLE RISK AND RESPONSIBILITY.

You represent and warrant to us that:

- (a) You are eligible to enter into this Agreement and agree to be bound by these T&C;
- (b) All information provided and will be provided by you to us is true, accurate, complete and without omissions of the necessary information, current and kept up to date;
- (c) You reached the age of majority in the jurisdiction of your residence;
- (d) You are not operating from a country from OFAC, FATF Blacklist, FATF Greylist, Blacklist EU, UN Security Council sanctions regimes or EU Financial Sanctions consolidated List of persons, groups and entities, or are subject to such sanctions in any other way;
- (e) You will not use this Website for any purpose that is unlawful or prohibited by this Agreement or any applicable law;
- (f) You will, at all times and from time to time, provide us with written confirmation of a valid address, telephone number, electronic mail address and such other identifying or financial information as we may reasonably require;

7. LIMITATION OF LIABILITY

We expressly disclaim any responsibility in relation to:

- (a) Any claim, injury, or damage resulting from your use of the Website;

- (b) The accuracy or reliability of the identity of the person using the Website or background check information conducted by us, or any other information provided through the Website by other people;
- (c) Defects in our Website, interruptions in the accessibility to our Website, infringements on data or loss of data on the information handling system, defects in the security system or viruses or other harmful software components;

We have the right to demand from you compensation of all costs (including, without limitation, legal costs), claims, losses, damages, defamation and awards suffered or incurred by us in relation to your unlawful activity including, without limitation, any and all claims, losses, damages and awards against us in respect of non-compliance of the Advertising Materials, its content and/or the goods and/or services marketed and/or sold through it with all applicable laws.

Without limiting the generality of the foregoing, any our liability shall be limited to the total amount paid by us under this Agreement during the last 6 (six) billable months preceding the liability.

Without limiting the foregoing, we and you will not be liable for any failure or delay in performing obligations where such failure or delay results from any cause that is beyond their reasonable control.

Such causes include, but are not limited to: power failure, Internet service provider failure, industrial action, civil unrest, epidemics, epizootics, explosions, natural disasters, fire, flood, storms, earthquakes, mobilization, acts of terrorism, acts of war, governmental action, actions or inaction of you or other people or any other event that is beyond our or your control.

8. INDEMNITY

You are responsible for all activities that occur under Agreement. Therefore, you agree to hold harmless, defend, and indemnify us and our officers, directors, employees, contractors, subcontractors, suppliers, agents, partners, successors and assigns from all liability, loss, claim, demand, fine, penalty, and expenses, including without limitation, reasonable attorneys' fees, arising from:

- (a) Your violation of these T&C;
- (b) Your access, use or misuse of our Website and/or Services as set forth in this T&C;
- (c) Any Fraud or manipulation by you;
- (d) Information, data, files or other content submitted or used by you;
- (e) Infringement by you of any applicable law, regulations or international standards, intellectual property rights or another right of any Third Party, etc.

We reserve the right at our own expense and in our sole discretion to assume exclusive control of any defense of any matter subject to indemnification by you, and you agree to cooperate with us in such an event.

9. INTELLECTUAL PROPERTY RIGHTS

We grant you a non-exclusive, non-transferable license, during the term of these T&C, to use our Intellectual Property Rights. This license cannot be sub-licensed, assigned or otherwise transferred by you to Third Parties.

10. NON-DISCLOSURE

During the term of these T&C, you may from time to time be entrusted with Confidential Information that is our property.

You are not allowed to disclose the Confidential Information under any circumstances. You agree to make reasonable efforts to avoid disclosure or unauthorized use of any such Confidential Information to Third Parties and to protect any proprietary interests of the Disclosing Party.

The Receiving Party agrees not to disclose the Confidential Information without prior express written consent from the Disclosing Party in each case.

You also agree that you will use the Confidential Information only for the purposes of these T&C. Your obligations in regards to this clause survive for 5 (five) years upon the termination of these T&C.

11. TERM AND TERMINATION

We and you, together or separately, may terminate these T&C at any time by providing prior writing notice of termination to each other at least 5 (five) days in advance.

12. USERS ONLY A LEGAL AGE OF MAJORITY

Our Website is designed and intended for those who have reached the age of majority.

We are not liable for any damages that may result from a user's misrepresentation of age. No one under the age of majority is authorized to submit or post any information, including personal information, on our Website. Parents or legal guardians of children under the age of majority cannot agree to these T&C on their behalf.

13. THIRD-PARTY LINKS

We may provide links or automatically redirect you to Third-Party websites that are not owned or controlled by us and do not operate under these T&C.

We recommend you review the privacy policy and terms of use of all Third-Party websites that you access carefully.

The linked Third-Party websites shall have separate and independent privacy policies, notices and terms of use, which we recommend you read carefully. We have no control over such websites, and as a consequence, we will not be liable to you for any damages or losses caused or alleged to have been caused as a result of your use or reliance on such websites.

You do so at your own risk if you leave the Website and visit Third-Party websites.

You expressly waive any and all claims against us arising out of your use of any Third-Party website, service or content.

14. GOVERNING LAW

These Terms and Conditions and Privacy Policy shall be governed by and construed in accordance with the laws of Canada.

15. DISPUTE RESOLUTION

In case any dispute arises out of or relates to these Terms and Conditions or Privacy Policy, we and you agree to promptly negotiate in good faith to resolve such dispute.

If the dispute cannot be settled through negotiation, such dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one.

The prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable expenses, attorney's fees, arbitration fees, and other costs incurred by the prevailing Party in connection with such dispute.

16. CONSENT TO ELECTRONIC NOTICES AND OTHER COMMUNICATIONS

You agree that all our communication with you will be conducted electronically, including any that we are otherwise required to provide in "writing". Correspondence through instant messaging tools is a priority way of communication. We may send you notices via postings on the Website or via email to any email address that you provide to us during the registration process.

If you do not wish to communicate with us electronically, you should not use this Website or enter into these T&C.

Notice will be deemed given 24 hours after the email is sent, unless (for email) we are notified that the email address is invalid.

You are responsible for providing us with your current email details.

17. CONTACT US

If you have any questions or complaints about our Terms and Conditions, please send an email to corp@lpwebforce.com.