

Theia Terms And Conditions

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2.0 Use the Site Carefully. In order to purchase or access a product or service offered on the Site, you may be required to register and set up an account with the Site and/or Theia, and create a unique user name and password. You may only register to become a member of the Site if you are of sufficient legal age and can enter into binding contracts. In the event you choose to register with the Site, you agree to: create only one account; provide accurate and complete registration information; safeguard your login and account information; and supervise the use of your account at all times. You are solely responsible for maintaining the secrecy of your passwords, login and account information, and for any activity that occurs while you are signed into your account or while you are using the Site. Your account is non-transferrable and may not be sold, combined or shared with another person.

Regardless of whether you register with the Site, you agree not to use the Site for any purpose that is unlawful, illegal or forbidden by these Terms or under the law. In addition, you agree not to do any of the following without the prior express written permission of Theia: (i) access the Site with any manual or automated process for any purpose other than your personal use or for inclusion of Theia pages in a search index; (ii) violate the restrictions in any robot exclusion headers on the Site or bypass or circumvent other measures employed to prevent or limit access to the Site; (iii) deep-link to any portion of the Site for any purpose; (iv) use any device, software or routine that interferes or attempts to interfere with the normal operation of the Site or take any action that imposes an unreasonable load on our computer or network equipment; (v) access the Site with intent to obtain Theia intellectual property with which to undertake work that may be detrimental now or in the future to Theia or its licensors; (vi) use the Site for commercial purposes, including commercial solicitation purposes; (vii) use the Site to collect personally identifiable information about a third party; (viii) use the Site to impersonate another Site user; or (iv) attempt to gain access to data not intended for you, e.g., log on to an account which you are not authorized to access or access secured areas of the Site that you are not intended to access. If you violate these Terms, we may, at any time, and in our sole discretion, without advance notice or liability, terminate your account or terminate or restrict your access to all or any components of this Site.

3.0 Use of the Site Generally. The Site is private property and all interactions on the Site or through links from the Site must be lawful and comply with this Agreement. The Site may contain or include an interactive online chat service or other areas in which you and third parties may publish, post, and obtain access to various kinds of information on the Site (“**Interactive Areas**”). When using or accessing the Site, including the Interactive Areas, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish content that:

- infringes on the copyright, trademark, trade secret or other intellectual property or proprietary rights of others;
- violates the privacy, publicity or other rights of others;
- is unlawful, immoral, defamatory, discriminatory, libelous, pornographic, obscene, abusive, threatening, harassing, hateful, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, or violates any law in any country, or is otherwise inappropriate, as determined by Theia in its sole discretion;
- is false or inaccurate;
- is technically harmful, including without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data, or other malicious software or harmful data; or
- could damage Theia or any of its parent companies, sister companies, affiliates, advertisers, partners or other parties.

You may also not use a false e-mail address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content. You also may not upload commercial content onto the site.

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7.0 Help us help you. You will defend, indemnify and hold Theia and its Affiliates, and each of our or their respective officers, directors, employees, agents, and attorneys, harmless from and against any claim, cause of action, liability, expense, damage, loss or demand, including, without limitation, reasonable attorneys' fees and accounting fees, arising out of, or in any way connected with your breach of these Terms or the agreements made part of these Terms by reference, or your use of or access to the Site.

8.0 Our Affiliates. Theia's display on or through the Site of product or service options offered by its Affiliates does not in any way imply, suggest, or constitute any sponsorship or approval by Theia of the Affiliates or any affiliation between any such Affiliate and Theia. Theia's display of a specific product or service option offered by one or more of its Affiliates furthermore does not constitute a recommendation by Theia as to that specific product or service option. You agree that Theia is in no way responsible for the accuracy, timeliness or completeness of the information it may obtain from its Affiliates. This information is provided for your convenience only. Your interaction with any of the Affiliates accessed through or referenced on the Site is entirely at your own risk, and you agree that Theia shall not be liable with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any such Affiliate or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with the Affiliates. You further agree to abide by the terms or conditions of purchase imposed by the Affiliates with whom you elect to do business.

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10.0 Users Outside of the United States. If you access the Site from outside the United States, you consent to having your personal data transferred to and processed in the United States. While the Site is accessible worldwide, not all products, services or content discussed, provided, referenced, or offered through or on the Site are appropriate or available for use outside of the United States, and Theia makes no representations in this regard. Any offer for a product, service or content through the Site is void where prohibited. You agree not to use the Site if you are prohibited from receiving products, services or content originating from the United States and Theia reserves the right, in its sole discretion, to limit the products, services, or content made available on the Site to any person or geographic area. If you choose to access the Site from outside the United States, you do so on your own accord and are solely responsible for complying with applicable local laws.

11.0 Catch All Clause. Nothing in these Terms shall be construed or deemed to constitute any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between Theia and you, and neither party shall have the right or authority to contract or bind the other in any manner whatsoever. You may not assign, delegate or transfer your rights or obligations under these Terms. Theia may assign its rights and duties under these Terms without such assignment being considered a change to the Terms and without notice to you.

We may modify, alter or update these Terms or our Privacy Policy, at any time, and in our sole discretion, by posting notice on the Site at least thirty (30) days prior to the date that the revised Terms become effective. Accessing and using the Site following the thirty (30) day notification period constitutes your acceptance of an agreement to be bound by the revised Terms or Privacy Policy. If you object to any provision of these Terms or any subsequent modifications to these Terms or become dissatisfied with this Site in any way, your only recourse is to immediately terminate and discontinue using the Site.

These Terms, together with those agreements made a part of these Terms by reference or modification, alteration or update, make up the entire agreement between us relating to your

use of the Site, and replace any prior understandings or agreements (whether oral or written) regarding your use of the Site.

The laws of the State of Texas (USA), without regard to its conflict of laws rules, will govern these Terms, as well as your and our observance of them. If you take any legal action relating to your use of the Site or these Terms, you agree to file such action only in the state and federal courts located in Dallas, Texas (USA). Exclusive jurisdiction and venue in connection with any dispute between you and Theia (“Dispute”) shall lie in the state courts located in Dallas, Texas, or in the federal court in the Northern District of Texas. In any such Dispute initiated by Theia, only Theia will be entitled to recover all legal expenses incurred in connection with the action, including but not limited to costs, both taxable and non-taxable, and reasonable attorneys’ fees. You hereby waive any right you might have to resolve such Dispute on a class action basis or on any basis involving claims brought in a purported representative capacity on behalf of the general public or other persons similarly situated.

You acknowledge that you have read and understood these Terms, and that these Terms have the same force and effect as a signed agreement. Theia’s failure to insist upon or enforce strict performance of any provision of Agreement, in whole or part, shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any term or provision of this Agreement.

If any of the terms or conditions of this Agreement are declared void, unenforceable or invalid, by any judicial or administrative authority having proper jurisdiction over the parties and after all appeals have been exhausted, this declaration shall not, in and of itself, nullify the remaining terms and conditions of this Agreement, which shall remain in full force and effect.

12.0 Tell Us What You Really Think. We would like you to share your comments and questions with us through the Site, but please keep in mind that we may not be able to timely respond to you, and that we are not obligated to respond to you. Please use caution before disclosing information or material to us through the Site. You are responsible for whatever information and material you submit to Theia. Please do not reveal or disclose trade secrets or other confidential or proprietary information to us through the Site. Please also do not communicate unsolicited ideas to us through the Site. Theia assumes no responsibility for reviewing and will not be obligated to anyone who discloses an unsolicited idea to Theia through the Site (like ideas for new products or services, advertising ideas, or other information regarding innovations or inventions that relate to Theia’s business). Theia is furthermore not obligated to keep the unsolicited idea confidential, or to compensate you for the disclosure of such unsolicited idea or for the development or use of the unsolicited idea. Theia also shall not be liable for any similarities between its future products/services or programs and those unsolicited ideas. To speak with us further, you may contact us through the online form located at https://heytheia.com/#contact_us, or write to us at : Theia Inc., 400 St-Laurent Blvd, Ottawa, ON, K1K 4H4