

●Terms of Use (TOU)

●1. Acceptance of Terms

By using, accessing or visiting ("**Use**") TOSEP INC. website (the "**Website**"), you agree to these terms, conditions (the "**Terms**") and policies contained within (the "**Policies**") contained within this Terms of Use.

TOSEP INC. may, in its sole discretion, revise these Terms at any time without advance notice to you. You are bound by such revisions by continuing to use or visit the Website after they are posted online. By using TOSEP INC. Services, you agree to these conditions. Please read them carefully.

We offer a wide range of TOSEP INC. Services, and sometimes additional terms may apply. When you use an TOSEP INC. Service (for example, Your Profile, Various Contents, including but not limited to Blogs, Video and Audio, Projects, TOSEP INC. devices, or other Services ("**Services**"), you also will be subject to the Policies, rules and guidelines applicable to that TOSEP INC. Service. If these Policies are inconsistent with the Terms, Terms will control.

●2. TOSEP INC. Website

These Terms apply to all users of the Website, including users who contribute content to the Website. The Website may contain interactive areas designed to allow you to post content on the Website and/or comment, including by commenting on our blogs, whether paid or free of charge. The use of these features is additionally governed by the Code of Conduct.

The Website may contain links to third party websites that are not owned or controlled by TOSEP INC.. The links to the third party websites are provided for your convenience, and the inclusion of the links does not imply approval or endorsement of the third party websites by TOSEP INC.. TOSEP INC. has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites.

●3. User Accounts

To access some features of the Website, you may have to register for a TOSEP INC. user account. When registering for your user account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your user account, and you must keep your account password secure. You must notify TOSEP INC. immediately of any breach of security or unauthorized use of your user account.

Last updated: Aug 1, 2021

Although TOSEP INC. will not be liable for your losses caused by any unauthorized use of your user account, you may be liable for the losses of TOSEP INC. or others due to such unauthorized use.

If you are under 18, you may use the TOSEP INC. Services only with involvement of a parent or guardian. Parents and guardians may create profiles for teenagers in their TOSEP INC. Household. TOSEP INC. reserves the right to refuse service, terminate accounts, terminate your rights to use TOSEP INC. Services, remove or edit content, or cancel orders in its sole discretion.

•4. Ownership of Website Content

As between you and TOSEP INC., TOSEP INC. owns all intellectual property rights including, without limitation, copyright and trade-mark rights, in all materials on or comprising the Website (“Content”), including, without limitation, all written, audio visual or other materials and graphical elements on the Website, but excluding User Produced Content (“User Content”, defined below in Section 5). TOSEP INC. grants you a limited non-commercial license to use, download, print, or reproduce in whole or in part, the Content on this Website, subject to the following conditions:

they must be used or reproduced accurately, without any modification;

they must identify TOSEP INC. as the source;

they must be used solely for non-commercial purposes; and

a copyright notice must appear on every copy in the following form:

“© Canadian Internet Registration Authority. All rights reserved”.

TOSEP INC.’s express, prior, written permission is required for any Content that is not included in the license above, such as any graphical elements or website code, and/or for the use of Content for any purpose not expressly permitted above, such as for any commercial purpose whatsoever.

The TOSEP INC. logos are trade-marks of TOSEP INC., and may not be used without the express written permission of TOSEP INC..

•5. Copyright

All content, excluding User Content, as mentioned in Section 4, included in or made available through any TOSEP INC. Service, such as text, graphics, logos, button icons, images, audio/video clips, digital downloads, data compilations, and software is the property of TOSEP INC. or its content suppliers and protected by Canada and international copyright laws. The compilation of all content included in or made available

through any TOSEP INC. Service, excluding User Content, is the exclusive property of TOSEP INC. and protected by Canada and international copyright laws.

User Content is the content produced by the User and uploaded to the Website to be displayed, Used, and accessed for profit, and/or non-profit intent. By a User Using and uploading the User Content to the Website, the same User consents to grant the Website right to display, store and sell such contents, and agrees relevant Policies (for example, Pricing Policy and Privacy Policy), until such time the User delete, or request the Website, by sending a 7-day prior written notice, to delete the same Contents from the Website.

•6. License and Access

Subject to your compliance with these Terms of Use and any Policies, and your payment of any applicable fees, TOSEP INC. or its User Content Providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the TOSEP INC. Services. This license does not include any resale or commercial use of any TOSEP INC. Service, or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of any TOSEP INC. Service or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Terms of Use or any Policies are reserved and retained by TOSEP INC. or its licensors, suppliers, publishers, rightsholders, or other content providers. No TOSEP INC. Service, nor any part of any TOSEP INC. Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of TOSEP INC.. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of TOSEP INC. without express written consent. You may not use any meta tags or any other "hidden text" utilizing TOSEP INC.'s name or trademarks without the express written consent of TOSEP INC.. You may not misuse the TOSEP INC. Services. You may use the TOSEP INC. Services only as permitted by Canadian and international law. The licenses granted by TOSEP INC. terminate if you do not comply with these Terms of Use or any Policies.

•7. User Content and Privacy

You may be able to post or upload (in designated areas of the Website) written content or other content (collectively "User Content") to the Website.

You are solely responsible for your own User Content and the consequences of posting or publishing it.

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By uploading or posting User Content to the Website, you automatically grant TOSEP INC. a worldwide, non-exclusive, royalty-free license to use, display, distribute, reproduce, modify, translate into different languages or formats, and publish such User Content on the Website for the purpose of sharing the User Content with users and visitors of the Website and to promote the Website and sell the User Content.

All profit generated from such sale, unless specifically expressed in a separate contract or Pricing Policy, shall be divided in equal amount (50:50) between TOSEP INC. and User Content Provider.

You represent and warrant that you own or have the rights to use and license TOSEP INC. to use the User Content in the manner contemplated by the Website and these Terms.

By accessing and/or using the Website, you may provide us with personal information as described in our Privacy Policy. You acknowledge that you have read and understood our Privacy Policy, which governs the collection, use, storage and disclosure of such personal information.

•8. Disclaimer

Your use of this Website is entirely at your own risk. The Website and Content is provided "as is" and without warranties or conditions of any kind, either expressed or implied, including any implied warranties of merchantability, merchantable quality, fitness for a particular purpose, title, or non-infringement. TOSEP INC. does not warrant that the Website or Content contained in this Website will be uninterrupted or error-free, that defects will be corrected, or that this Website or the server that makes it available are free of viruses or other harmful components.

Without limiting the foregoing, TOSEP INC. does not warrant or make any representation regarding Use, the ability to Use, or the result of Use of the Content in terms of accuracy, reliability, or otherwise. The Content may include technical inaccuracies or typographical errors. TOSEP INC. may make changes or improvements to the content or the website at any time. TOSEP INC. makes no warranties that your use of the content will not infringe the rights of others and assumes no liability or responsibility for errors or omissions in such content.

•9. Limitation of Liability

TOSEP INC., its employees, agents, officers and directors will not be liable for any direct, indirect, incidental, punitive, consequential, special, exemplary, or other damages, including, without limitation, loss of revenue or income, pain and suffering,

emotional distress, or similar damages, or damages resulting from any (i) errors or omissions in content, (ii) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein, (iii) any interruption or cessation of transmission to or from our website, (iv) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our Website by any third party, or (v) for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Website. This limitation of liability applies regardless of the legal theory giving rise to the damages, and even if TOSEP INC. has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that TOSEP INC., its employees, agents, officers and directors shall not be liable for user content or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

•10. Indemnity

You agree to defend, indemnify and hold harmless TOSEP INC., its employees, agents, officers and directors from and against any and all claims, damages, obligations, judgments, losses, liabilities, costs or debt, attorney's fees and other expenses arising from: (i) your use of and access to the Website; (ii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iii) any claim that you did not have the right to provide any user content or that your user content caused damage to a third party. This defense and indemnification obligation will survive these terms and your Use of the Website. In such a case, TOSEP INC. will provide you with written notice of such claim, suit or action.

•11. Miscellaneous

You affirm that you are either more than 18 years of age, or possess parental or guardian consent to agree to these Terms and access and use the Website, and are otherwise fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

These Terms will be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located in the Province of Ontario, Canada. The Website is physically maintained and operated by TOSEP INC. from the Province of Ontario, Canada.

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You may not assign these Terms or assign any rights or delegate any obligations under these Terms, in whole or in part, whether voluntarily or by operation of law, without our prior written consent.

These Terms constitute the entire agreement between you and TOSEP INC. with respect to the subject matter and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remaining provisions of the Terms will continue in full force and effect.

In the event of any inconsistency between the English version and versions in other languages, if applicable, of these Terms, the English version shall govern.

•12. Electronic Communications

When you use TOSEP INC. Services, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site or through the other TOSEP INC. Services, such as our Message Center, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

•13. Code of Conduct

a. You may not use the TOSEP INC. Website for any illegal or unauthorized purpose. In addition to the laws of the Province of Ontario, Canada, you also agree to comply with all local laws that apply to your use of the Website.

b. You may not use the Website in any manner which could disable, overburden, damage, or impair the Website, TOSEP INC.'s servers or computer network, or interfere with any other party's use and enjoyment of the Website.

c. You agree that you are responsible for your own conduct and communications while using the Website and for any consequences of that Use. By way of example, and not as a limitation, you agree that when Using the Website, you will not:

post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content;

defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

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post or upload any User Content that infringes any patent, trademark, copyright, trade secret or other intellectual property right of any party;

impersonate another person, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of any content;

use the Website in connection with surveys, contests, junk email, spamming or any duplicative messages (commercial or otherwise);

use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Website to collect information about other users or domain names;

upload files that contain bugs, viruses, trojan horses, worms, or any other similar software or programs that may damage the operation of the computer or property of another; or

submit User Content that falsely expresses or implies that such User Content is sponsored or endorsed by any party where it is not sponsored or endorsed by such party.

d. While TOSEP INC. prohibits such conduct and User Content in connection with the Website, you understand and agree that nonetheless you may be exposed to such conduct or User Content and that you use the Website at your own risk.

e. TOSEP INC. reserves the right to monitor use of this Website to determine compliance with these Terms. Although TOSEP INC. does not read, review, vet or otherwise assess User Content in advance of its posting, TOSEP INC. reserves the right to remove any User Content and/or terminate your TOSEP INC. User Account without notice for breach or for any other reason.

•14. [Privacy Policy](#)

See 'Privacy Policy'

•15. [Pricing Policy](#)

See 'Profit Sharing and Pricing Policy'