

Terms and Conditions

1. TERMS

These terms and conditions, as well as any other policies on Stradigi AI's website (the "**Website**"), including, but not limited to, the Privacy Policy (collectively the "**Terms**") constitute a binding legal agreement between you ("**you**" or the "**User**") and Stradigi AI Inc., or any of its subsidiaries or affiliated companies ("**Stradigi AI**", "**we**" or "**us**") and govern the use of the Website.

PLEASE CAREFULLY READ ALL THESE TERMS BEFORE USING THE WEBSITE.

2. ACCEPTANCE OF THE TERMS

By agreeing to the Terms, or by using the Website, you accept to be bound by the conditions described herein.

If you do not wish to be bound by these Terms or if you do not fully accept the Terms, you must abstain from using or accessing the Website.

3. YOUR OBLIGATIONS

By using the Website, and without limiting what is otherwise stated under these Terms, you agree (i) to comply with all laws applicable to you in your home jurisdiction, (ii) to provide us with accurate and up-to-date information, and (iii) to use the Website in a reasonable and responsible manner.

You also agree not to undertake any prohibited activities including the following, but not limited to:

- a) use the Website for any illegal or unlawful purpose;
- b) violate the intellectual property rights of Stradigi AI or third parties, such as patents, trademarks, trade secrets, licensing, copyright or other proprietary rights;
- c) monitor the availability, performance or functionality of the Website for competitive purposes;
- d) use software, devices, manual coding robots or automatons or other means to access, break down, analyse or index the functionality of the Website or any related service, data or information;

- e) be defamatory, trade libelous, unlawfully threatening or harassing, impersonate or intimidate any person, or falsely state or otherwise misrepresent your affiliation with any person, using, for example, a similar e-mail address, nickname, or using any other method or device;
- f) transmit any code of a destructive nature that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- g) use obscene language, explicit or implied profanity;
- h) circumvent any security feature of the Website; and
- i) use the Website in any way it is not intended to be used.

4. COPYRIGHT

Any content created, developed, distributed, communicated, elaborated, generated or reproduced on the Website (including texts, codes, illustrations, images and videos) as well as their selection, composition and arrangement (the “**Content of Stradigi AI**”) belongs to Stradigi AI or is licensed from third parties and may be protected by intellectual property laws.

Stradigi AI reserves all of its rights with regards to the Content of Stradigi AI that it owns. Consequently, you cannot copy, reproduce, modify, reformulate, edit, and more generally, use the elements that constitute the Content of Stradigi AI, in whole or in part, without the prior written consent of Stradigi AI.

Notwithstanding the preceding paragraph, you may download, print and reproduce the Content of Stradigi AI for your informational and non-commercial purposes, provided that you agree to respect any and all copyright or other proprietary notices with respect to the Content of Stradigi AI, and that you cite the URL source of the Content of Stradigi AI.

5. TRADEMARKS

Some names, words, titles, sentences, logos, designs, graphs, icons and trademarks displayed on the Website may constitute trademarks (registered or common law) of

Stradigi AI or third parties. Although Stradigi AI may use under license certain trademarks of third parties, the display of third-party trademarks on the Website shall neither imply any relationship or license between Stradigi AI and said third parties owning a given trademark, nor the approval or endorsement by Stradigi AI of the goods, services or activities of the owner of said trademark.

Nothing contained on the Website should be construed as granting you a license or any right to use any logo, design or trademark of Stradigi AI or of any third party, without the prior written permission of Stradigi AI or of the third-party owner of the given trademark.

6. IDEA SUBMISSIONS

Any comment, suggestion, idea or proposal related to the Website, its functionalities, or the commercial activities of Stradigi AI, current or future, that you communicate to Stradigi AI is non-confidential and non-proprietary and may be disclosed, used, adapted or implemented by Stradigi AI without any obligation to remunerate you or compensate you in any way.

7. CONFIDENTIALITY AND PRIVACY

In order to protect the personal information of our Users, Stradigi AI has implemented a Privacy Policy. For additional details, please refer to the Privacy Policy directly. Any modification to such policy will be posted on the Site.

8. LINKS TO THIRD-PARTY WEBSITES

Our Website may take you to third-party websites. Stradigi AI has no control over these websites, and is not liable for, nor does it guarantee, the availability, reliability or the legality of these websites. Stradigi AI does not endorse or approve the content of these websites, does not assume and hereby expressly disclaim any responsibility or liability therefrom. Stradigi AI is not liable for any policies related to the collection and use of personal information and privacy of such external sites. Users accessing such websites do so at their own risks.

9. NO WARRANTIES

The Website and the content found therein are provided as is. When you visit and use the Website, you acknowledge and agree that you do so entirely at your own risk. Stradigi AI makes no representations or warranties as to the content, services or functionalities of the Website, including, but without limitation, as to:

- a) the accuracy, availability, completeness, reliability, merchantability or the opportunity of the Website;

- b) the operation or accessibility of the Website without interruption or error;
- c) the correction of defects or errors in the Website;
- d) the absence of viruses or harmful elements in the Website; and
- e) the secure transmission or transmission without interception of communications through the Website.

10. LIMITATION OF LIABILITY

To the full extent allowed by applicable law, in no event shall Stradigi AI and its officers, directors, employees, agents and their respective successors and assigns have any liability, whether based in contract (including any breach of an important obligation), these Terms, delict or tort (including negligence) or strict liability, for incidental, indirect, consequential, special, or punitive damages of any kind, or for an invasion of your privacy, loss of revenue or profits no matter the cause, loss of business or goodwill, loss or corruption of, or unauthorized access to, or disclosure of information or data or other financial loss arising out of or in connection with the use, performance, failure, or interruption of the Website, whether foreseeable or not, and even if Stradigi AI had been advised of the possibility of such damages.

11. INDEMNITY

Stradigi AI is not responsible for the actions that you take or fail to take in connection with the Website (your **"Actions"**). You agree that your Actions are your own responsibility and you acknowledge that you perform them knowingly. Stradigi AI will not be held liable for any breach of the Terms that you may have committed. Consequently, you shall defend Stradigi AI, its affiliates, parent company, officers, agents, representatives, directors, employees and business partners in the event that a legal proceeding is filed against Stradigi AI following a breach of the Terms that you may have committed.

In any case, you agree to indemnify and hold harmless Stradigi AI and its affiliates, parent company, officers, agents, representatives, directors, employees and business partners against any losses, obligations, claims, demands, damages, costs and expenses of any nature whatsoever, including reasonable legal fees incurred in connection with your Actions and the breach of the Terms, of any law or the rights of a third party.

12. GOVERNING LAW AND JURISDICTION

These Terms shall be governed and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein (without regard to conflicts of law principles).

*This paragraph does not apply to consumers of the Province of Quebec (Canada) to whom Quebec's Consumer Protection Act (chapter p-40.1) applies. You irrevocably agree and acknowledge the exclusive competence of courts under federal and provincial jurisdiction sitting in the judicial district of Montreal for any dispute which may arise in connection with the Terms or related thereto, elect domicile therein and waive any objection based on the lack of subject-matter jurisdiction or any claim based on the notion of *forum non conveniens*.*

13. SEVERABILITY

Each provision of these Terms is separate and distinct and, if a provision of these Terms is held invalid, illegal or unenforceable, all other provisions will remain in full force and effect.

14. WAIVER

A failure to act or delay in acting by Stradigi AI with respect to a non-performance, or the non-exercise of a right under these Terms will not operate as a waiver of that performance or of that right. The waiver of a right under these Terms by Stradigi AI will not be effective unless it is given in writing and is signed, in which case it will be effective in the specific instance and for the specific purpose given.

15. ASSIGNMENT

You may not assign or delegate any right or obligation under these Terms without prior the consent of Stradigi AI.

16. MODIFICATION

The Website is a dynamic and evolving environment subject to change. Stradigi AI may review the Terms at its sole discretion by simply updating this page or pages where the provisions of the Terms to be changed are found. It is your responsibility to consult the Terms on a regular basis to become aware of any changes that may be made to them.

Notwithstanding the foregoing, Stradigi AI shall notify the Users of any amendment to the Terms at least 30 days prior to its entry into force. If you do not agree with one or more changes to the Terms, you must cease all use of the Website. Continuing to use the Website after Stradigi AI has published the changes will be equivalent to your acceptance of the changes to the Terms.

17. CONTACT

Any notice or communication which is required or permitted to be given under these Terms must be made in writing and will be deemed to have been effectively transmitted if sent by e-mail or registered mail to the following addresses:

a) In the case of Stradigi AI:

Stradigi AI Inc.

1470 Peel Street, Tower B, Suite 745

Montreal, Quebec, H3A 1T1

Email: support@stradigi.ai

b) In the case of the User: to the e-mail address provided to Stradigi AI via email or an application form on the Website, or otherwise.

Such notice or communication will be deemed to have been given and received on the day it is delivered or sent (or, if that day is not a business day, on the following business day), unless it is delivered or sent after 4:30 p.m., in which case it will be deemed to have been given and received on the next business day.

If you have any questions or comments regarding these Terms, please contact us at:

Email: support@stradigi.ai

18. SURVIVAL

The following sections shall survive any termination or expiration of these Conditions : Sections 6 (No Warranties), 10 (Limitation of Liability), 11 (Indemnity), 12 (Governing Law and Jurisdiction), 13 (Severability), 14 (Waiver) and 18 (Survival).