

TERMS OF SERVICE

Effective Date: April 7, 2026

Governing Law: Canada (PIPEDA, Canadian Anti-Spam Legislation)

1. Acceptance of Terms

By accessing or using this website and any services offered herein, you agree to be legally bound by these Terms of Service ("Terms"). If you do not agree to these Terms, you must immediately discontinue use of the Services.

These Terms constitute a legally binding agreement between you ("User") and the business owner of this website ("Company"), a business operating under Canadian law.

We reserve the right to modify these Terms at any time. Continued use of the Services after any modification constitutes acceptance of the revised Terms. The "Effective Date" at the top of this document indicates when the current version was last updated.

2. Description of Services

We provide digital marketing and AI automation services, which may include but are not limited to:

- Digital marketing strategy, consulting, and campaign management
- Search engine optimization (SEO) and search engine marketing (SEM)
- Social media marketing and advertising management
- Email marketing campaigns and automation
- AI-powered marketing automation tools and workflows
- Lead generation, CRM integration, and funnel optimization
- Content creation, copywriting, and creative services
- Analytics, reporting, and performance tracking
- Pay-per-click (PPC) advertising management
- Marketing technology (MarTech) consulting and implementation

The scope, deliverables, timelines, and pricing for specific Services will be outlined in a separate Statement of Work (SOW), Service Agreement, or Proposal agreed upon by both parties.

3. Eligibility and Account Registration

You must be at least 18 years of age and have the legal capacity to enter binding contracts to use our Services. By using the Services, you represent and warrant that you meet these requirements.

If you register for an account or provide information to access our Services, you agree to:

- Provide accurate, current, and complete information
- Maintain and promptly update your information to keep it accurate
- Maintain the security and confidentiality of your account credentials
- Notify us immediately of any unauthorized use of your account
- Accept responsibility for all activities conducted under your account

4. Fees, Payment, and Billing

4.1 Payment Terms

All fees for Services are as agreed upon in writing between the parties. Unless otherwise specified in a written agreement:

- Invoices are due within 30 days of the invoice date
- Recurring services are billed monthly in advance
- All prices are in Canadian Dollars (CAD) unless otherwise stated
- Applicable taxes (including GST/HST) will be added to all invoices

4.2 Late Payments

Overdue amounts are subject to interest at a rate of 1.5% per month (18% per annum), or the maximum rate permitted under applicable Canadian law, whichever is less. We reserve the right to suspend or terminate Services for accounts with overdue balances.

4.3 Refunds

All fees paid for Services rendered are non-refundable unless otherwise specified in a written agreement or required by applicable Canadian consumer protection law. For prepaid services not yet rendered, refunds may be issued on a pro-rata basis at our discretion.

5. Intellectual Property Rights

5.1 Our Intellectual Property

All content on this website, including but not limited to text, graphics, logos, images, software, AI tools, proprietary methodologies, templates, and the compilation thereof, is the property of the Company and is protected by Canadian copyright law, trademark law, and other applicable intellectual property laws.

5.2 Client Deliverables

Unless otherwise agreed in writing, upon full payment of all fees, the Company grants the client a non-exclusive, non-transferable license to use deliverables produced specifically for the client under the applicable Service Agreement. The Company retains ownership of all underlying tools, frameworks, processes, AI models, and methodologies used to create such deliverables.

5.3 License to Client Materials

By providing us with content, materials, data, or other assets ("Client Materials"), you grant us a non-exclusive, royalty-free license to use, reproduce, and modify such Client Materials solely for the purpose of providing the Services. You represent and warrant that you own or have the necessary rights to all Client Materials you provide.

5.4 Restrictions

You may not copy, reproduce, modify, distribute, transmit, display, perform, republish, or create derivative works of any of our proprietary content, tools, or AI systems without our prior written consent.

6. AI Automation Services — Specific Terms

Our AI Automation Services involve the use of artificial intelligence, machine learning models, and automated systems. By using these Services, you acknowledge and agree to the following:

6.1 Nature of AI Outputs

AI-generated outputs are probabilistic in nature and may not always be accurate, complete, or suitable for your specific purpose. You are solely responsible for reviewing, validating, and approving any AI-generated content or recommendations before use or publication.

6.2 No Guarantee of Results

We do not guarantee specific outcomes, results, or performance metrics from AI automation workflows. Marketing results depend on numerous factors outside our control, including market conditions, algorithm changes by third-party platforms, and the quality of client-provided data.

6.3 Third-Party AI Platforms

Our AI services may utilize third-party platforms and APIs (such as OpenAI, Google AI, Meta AI, and others). Your use of these Services is also subject to the terms and policies of those third-party providers. We are not responsible for changes, outages, or policy updates made by third-party AI providers.

6.4 Data Used in AI Workflows

Any data you provide for use in AI automation workflows must be lawfully obtained and you must have the right to use it for that purpose. You must not submit personal information belonging to third parties without the appropriate legal basis for doing so under PIPEDA or other applicable law.

7. Third-Party Services and Links

Our Services may integrate with or link to third-party platforms, tools, and websites including but not limited to advertising platforms (Google Ads, Meta Ads), CRM systems, email marketing tools, analytics platforms, and social media networks.

We are not responsible for the content, privacy practices, or terms of any third-party service. Your use of third-party services is governed by their respective terms of service and privacy policies. We do not endorse any third-party service and make no warranties regarding them.

8. Prohibited Conduct

You agree not to use the Services for any purpose that is unlawful or prohibited by these Terms. Prohibited activities include, but are not limited to:

- Violating any applicable federal, provincial, or local law or regulation
- Sending unsolicited commercial electronic messages in violation of Canada's Anti-Spam Legislation (CASL)
- Collecting or processing personal data without the required consent under PIPEDA
- Infringing upon the intellectual property rights of the Company or any third party
- Uploading or transmitting malware, viruses, or any other malicious code
- Attempting to gain unauthorized access to any systems, networks, or data
- Engaging in deceptive, fraudulent, or misleading marketing practices
- Using our AI tools to generate content that is harmful, defamatory, discriminatory, or illegal
- Reselling or sublicensing our Services without prior written authorization
- Interfering with or disrupting the integrity or performance of the Services

9. Confidentiality

Each party may receive confidential information of the other party in connection with the Services ("Confidential Information"). Each party agrees to hold the other's Confidential Information in strict confidence, using at least the same degree of care it uses for its own confidential information, and not to disclose such information to any third party without prior written consent.

Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this agreement; (b) was rightfully known before disclosure; (c) is rightfully received from a third party without restriction; or (d) is required to be disclosed by law or court order, provided reasonable prior notice is given to the disclosing party where legally permissible.

10. Disclaimers and Limitation of Liability

10.1 Disclaimer of Warranties

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE CANADIAN LAW.

We do not warrant that the Services will be uninterrupted, error-free, completely secure, or free from viruses or other harmful components.

10.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE CANADIAN LAW, THE COMPANY'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THE SERVICES SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU TO THE COMPANY IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some Canadian provinces do not allow the exclusion of certain warranties or limitation of liability, so some of the above limitations may not apply to you. In such cases, our liability will be limited to the maximum extent permitted by applicable law.

11. Indemnification

You agree to indemnify, defend, and hold harmless the Company, its directors, officers, employees, agents, and successors from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (a) your use of the Services; (b) your breach of these Terms; (c) your violation of any applicable law or regulation; (d) any Client Materials you provide; or (e) your infringement of any third-party rights.

12. Canadian Anti-Spam Legislation (CASL) Compliance

We comply with Canada's Anti-Spam Legislation (S.C. 2010, c. 23) ("CASL"). Any commercial electronic messages (CEMs) we send on your behalf as part of our Services will only be sent with appropriate express or implied consent as defined under CASL, and will include required identifying information and an unsubscribe mechanism.

If you engage us for email marketing services, you represent and warrant that your contact lists have been compiled in compliance with CASL, and that you have obtained all necessary consents. You agree to indemnify us for any CASL violations arising from your provision of non-compliant contact lists or instructions.

13. Term and Termination

These Terms remain in effect for as long as you use the Services. Either party may terminate the Services upon written notice as specified in any applicable Service Agreement. We reserve the right to suspend or terminate your access to the Services immediately, without prior notice, for:

- Any material breach of these Terms
- Non-payment of fees
- Conduct that we reasonably believe may cause legal liability for you, other users, or us
- Requests from law enforcement or regulatory authorities

Upon termination, all licenses granted to you under these Terms immediately cease. Provisions that by their nature should survive termination (including intellectual property, confidentiality, payment obligations, disclaimers, and limitation of liability) shall survive.

14. Governing Law and Dispute Resolution

14.1 Governing Law

These Terms are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law principles.

14.2 Dispute Resolution

The parties agree to first attempt to resolve any dispute through good-faith negotiation. If negotiation fails within 30 days, the parties agree to submit to binding arbitration administered in accordance with the Arbitration Act, 1991 (Ontario). The place of arbitration shall be Toronto, Ontario.

14.3 Class Action Waiver

To the fullest extent permitted by applicable law, you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.

15. General Provisions

- Entire Agreement: These Terms, together with any applicable Service Agreement or SOW, constitute the entire agreement between the parties regarding the Services and supersede all prior agreements.
- Severability: If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in full force and effect.

- Waiver: Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.
- Assignment: You may not assign your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations without restriction.
- Force Majeure: We shall not be liable for any failure to perform due to causes beyond our reasonable control, including natural disasters, acts of government, or internet outages.
- Language: The parties confirm their wish that these Terms and all related documents be drafted in English.

16. Contact Information

For questions, concerns, or notices regarding these Terms of Service, please contact us:

Company Name: Stryde

Address: Toronto, ON, Canada

Email: support.stryde@gmail.com

Phone: (647) 829-3778

Website: www.stryde.world

By using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.