

## SCELTA TERMS OF SERVICE

*Effective 25-03-01*

Welcome to Scelta. Our Terms of Service are crafted to mirror the essence of our business operations, the legal landscape we navigate, and our ethical stance in our relationships with clients and Users. These terms delineate the contractual framework within which you engage with our services, underscoring our commitment to transparency, respect for privacy, and adherence to regulatory standards. These terms of Service apply to any service or software licenced by Scelta to a Client and are binding on the Client and any of its account holders and Users.

These Terms of Service are posted on our website and are updated periodically to reflect improvements in our services and ensure compliance with applicable laws. When significant updates are made, Scelta will notify clients and request that they review the updated Terms of Service. By continuing to use Scelta's services after these updates are posted, you acknowledge and agree to be bound by the revised terms. The Client is responsible for ensuring that all employees, contractors, agents, and any other account holders and Users who access or use Scelta's services comply with the Terms of Service. We encourage you to review these updates carefully to stay informed about your rights and obligations. Our commitment to safeguarding your privacy is further detailed in our Privacy Policy, also available on our website.

### DEFINITIONS

**Scelta:** Refers to Scelta Customs Inc., an Ontario Business Corporation governed by the laws of Canada and the Province of Ontario.

**We, Us:** Refers to Scelta.

**You, Your:** Refers to the Client and its authorized Users, including entities and individuals who have entered into a Contract for services with Scelta that remains in effect.

**Privacy Policy:** The policy outlines the rules that govern how Scelta, its Clients, and their Users collect, use, and protect the personal information of Scelta, its Clients, Users, and individuals in compliance with PIPEDA and other applicable privacy laws. This applies to all data types collected across Scelta's services, including visual, project, and User-generated data.

**Client:** A legal entity or individual who has entered into a Contract with Scelta that has not yet expired.

**Contract:** The Contract is a document signed by or agreed to by the Client, confirming the Products & Services that Scelta is providing to the Client, and the Client's acceptance of these Terms and Conditions & Scelta's Privacy Policy.

**Products & Services:** The products and services that Scelta provides to it's Clients, include but are not limited to software, applications, implementations, or services detailed in the Contract, such such as VR Tours & Renders, Portals, Websites, Brand Launchpads, Artificial Intelligence Products & Services, Custom Software & Consulting Services and Products, RealTime Field Management Software, and any other Products or Services provided by Scelta either by Contract or User permission.

**Account:** A Client's or User's registered access point to Scelta's digital services, encompassing personal settings, service entitlements, and activity history.

**Subprocessors:** Third-party services engaged by Scelta to process information on behalf of Scelta and its Clients in alignment with the definitions and obligations outlined in these Terms of Service and the Privacy Policy.

**User:** A User is any person or entity whose information is managed through Scelta's platform to deliver measurable value to the Client through an account, a profile, or processed or stored data. This includes both internal Users (Client-affiliated personnel) and external Users (such as buyers or third parties engaging with Scelta's services).

**Client Data:** Any proprietary or non-public information provided by the client or generated through their use of Scelta's services, including uploaded files, project data, and User-generated content, and as expanded in the definition found in Section 3: Scelta Data and Intellectual Property.

## 1. USE OF SERVICE

**Acceptance of Terms:** By using and continuing to use your account and Scelta's services—including VR Tours & Renders, Portals, Websites, Brand Launchpads, Artificial Intelligence Products & Services, Custom Software & Consulting Services and Products, RealTime Field Management Software, and any other Products or Services provided by Scelta either by Contract or User permission—and more specifically detailed in the Contract you agree to be bound by these Terms of Service and any updated version in effect during your continued use. Continued use of Scelta's services constitutes acceptance of any modifications to these Terms of Service and the Privacy Policy.

**Client & User Responsibilities:** You are responsible for all activities conducted under your User account by yourself and your Users and for ensuring that all service use complies with these Terms of Service. You must safeguard the confidentiality of your account information and are responsible for any use or misuse of your account resulting from any third party using a password or other security code provided to you.

**Acceptable Use Policy:** You agree to use the service only for lawful purposes and in a manner that does not infringe on the rights of or restrict or inhibit any third party's use and enjoyment of the service. Your use of the service is subject to all applicable laws and regulations.

**Prohibited Activities:** You may not use the service to:

- (a) Transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.
- (b) Harm minors in any way.
- (c) Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.

(d) Forge headers or otherwise manipulate identifiers to disguise the origin of any content transmitted through the service.

(e) Transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.

**Third-Party Integrations and Services:** Scelta may offer integrations with third-party tools or services to enhance the functionality of its offerings. You are responsible for complying with the terms and conditions of these third-party services. Scelta is not liable for any issues, data loss, or damages arising from the use of third-party integrations. Use of third-party services is at your own risk, and Scelta disclaims all warranties related to these services.

**Modification or Suspension of Services:** Scelta reserves the right to modify, suspend, or discontinue any part of its services—including VR Tours & Renders, Portals, Websites, Brand Launchpads, Artificial Intelligence Products & Services, Custom Software & Consulting Services and Products, RealTime Field Management Software, and any other Products or Services provided by Scelta either by Contract or User permission—at any time, with or without prior notice. This includes updates, enhancements, or removal of features. Scelta will strive to provide reasonable notice where possible and will not be liable for any modification, suspension, or discontinuation of services.

**Continuing Consent:** By continuing to use the account and the services, you consent to Scelta's continued use of Client data in accordance with these Terms of Service and the Privacy Policy. This includes any updates to these Terms & Conditions and the Privacy Policy. Your continued use signifies acceptance of these Terms & Conditions and Privacy Policy as they evolve.

## 2. SCELTA DATA AND INTELLECTUAL PROPERTY

**Scelta Data:** Scelta retains all right, title, and interest in its multi-modal data, registered and unregistered, including but not limited to:

- The full array of digital and non-digital records, facts, and statistics collected, generated, processed, or stored by Scelta.
- Data collected in connection with its commercial activities or through its services utilized by Clients and Users.
- Data acquired pursuant to a license from a Scelta Client.
- Raw, unprocessed data devoid of immediate context or meaning, anonymized data, structured and unstructured data, and any meaningful information, whether processed or not.
- Visual Data generated, processed, or stored through VR Tours and any Products or Services, including but not limited to visual renderings, interactive content, and User interaction data.

Scelta reserves the right to use anonymized or aggregated Client data to improve its Artificial Intelligence (AI) models, services, and product offerings. Scelta's use of such data complies with applicable privacy laws.

### 3.2 Scelta Intellectual Property

Scelta retains all rights, titles, and interests in its intellectual property, registered and unregistered, including but not limited to:

- **Registered Intellectual Property:** Patents, Designs, Trademarks.
- **Copyright and Trademark Material:** Original works and brand identifiers created by Scelta, governed by copyright and trademark laws, respectively.
- **Scelta Confidential Information and Trade Secrets:** Including proprietary processes, methods, know-how and practices, business strategies, and software development methods, whether or not protected by confidentiality agreements.
- **Software:** Any software, apps, or programs Scelta has authored, customized, assembled, integrated, or implemented, including UPIs, low-code, no-code, and artificial intelligence software & databases, apps, or programs.
- **Work Product:** Including cleanups, implementation, workflow plans, documentation, content, scientific research & experimental development, industrial development, technological advances, and all unregistered intellectual property, such as business know-how, business methods, and confidential information.
- **Custom Software Modifications:** Any customizations or modifications made to Scelta's software at the request of a Client remain the intellectual property of Scelta. Clients are granted a non-exclusive license to use such customizations solely for the duration of their Contract with Scelta, and only for their internal business operations.
- **Products & Services:** VR Tours & Renders, Portals, Websites, Brand Launchpads, Artificial Intelligence Products & Services, Custom Software & Consulting Services and Products, RealTime Field Management Software, and any other Products or Services provided by Scelta either by Contract or User permission.

**Reproduction:** Clients may not reproduce, modify, distribute, or publicly display Scelta's proprietary content, either directly or indirectly through a related or third party, unless such use is permitted under the Contract or written consent has been provided by Scelta.

**Integrations:** Scelta may offer integrations with third-party tools or services to enhance functionality. Clients are responsible for complying with the terms of these third-party services. Scelta is not liable for any issues, data loss, or damages resulting from the use of third-party integrations.

Scelta's ownership rights over its data, intellectual property, and services are integral to its ability to deliver, innovate, and protect the integrity of its offerings.

### 3. SCELTA GRANT OF LICENSE

**Scelta Grant of License:** Scelta grants Clients a limited, non-exclusive, non-transferable license to access and use Scelta's services and products, including but not limited to the VR Tours & Renders, Portals, Websites, Brand Launchpads, Artificial Intelligence Products & Services, Custom Software & Consulting Services and Products, RealTime Field Management Software, and any other Products or Services provided by Scelta either by Contract or User permission software, and any other software, customizations or integrations Scelta's Clients use for as long as the Client's account is fully paid up and in good standing, and as long as Scelta has agreed to provide the service. Scelta reserves the right to revoke this licence, for any reason, on 30-days written notice, along with a pro-rated refund of fees paid.

**Feedback:** This license includes the authority to employ Client feedback, suggestions, and pertinent information to augment Scelta's service offerings. Client feedback is deemed non-confidential and non-proprietary, granting Scelta the liberty to utilize this information freely, without any restrictions or obligations for compensation to Clients or any third party.

**Use for Service Improvement and Research:** Scelta is dedicated to continuously improving its services and contributing to advancing industry knowledge. In this context, anonymized Client Data may be leveraged for internal R&D. Scelta commits to respecting the confidentiality of Client data and adhering to all relevant legal and ethical standards concerning privacy and intellectual property rights during such activities.

**Proprietary Rights in Anonymized Data:** Scelta maintains proprietary rights over anonymized or aggregated data derived from Client data. This anonymized data, devoid of any personally identifiable information, may be utilized for diverse purposes, including analytics, gaining industry insights, and improving services, without any further obligations to the Client. Scelta commits to applying stringent anonymization techniques to prevent the possibility of re-identifying Clients.

**Client Acknowledgement:** By accepting these Terms, Clients explicitly acknowledge and consent to the use of their data by Scelta as outlined above. Clients confirm their authority to grant this license and assure that such utilization by Scelta will neither infringe upon third-party rights nor contravene any prevailing laws.

### 4. CLIENT GRANT OF LICENSE

**Client Grant of License:** The Client grants Scelta a global, perpetual, non-exclusive, royalty-free license to use, reproduce, modify, anonymize, adapt, publish, create derivative works from, and distributing Client data for the purpose of delivering, enhancing, and developing Scelta's services and products including but not limited to VR Tours & Renders, Portals, Websites, Brand Launchpads, Artificial Intelligence Products & Services, Custom Software & Consulting Services and Products, RealTime Field Management Software, and any other Products or Services provided by Scelta either by Contract or User permission. This license includes, but is not limited to, the uses set out in the Scelta Grant of Licence section above and for applications in analytics, research, modelling, product development and the development and training of AI models. Any Client data used to develop and train AI models will be fully anonymized and aggregated to ensure that it cannot be traced back to any individual Client or project.

**Ethical Use and Confidentiality:** Adhering to the highest ethical standards for the use and confidentiality of Client data, Scelta ensures that all utilization of Client data under this license is conducted in a way that foremost protects Client privacy rights. Scelta will refrain from using Client data in any manner that would unjustly benefit Scelta to the Client's detriment. Scelta will not sell or share identifiable Client data with third parties without the Client's explicit consent, except where necessary for service delivery or as required by law.

## 5. SCELTA VR TOURS, USER ACCESS & DATA

**VR Tours Copyright and License:** Scelta retains full ownership and copyright of its VR Tour-visualization services, including renders, tours, and any related digital content created under this agreement. Scelta grants the Client an exclusive, non-transferable license, as outlined in these Terms of Service, to use these materials solely for the duration of this agreement. This license is limited to the Client's use for their specific project and does not include rights for reproduction, distribution, or sublicensing without Scelta's prior written approval.

**Authorized Use:** Scelta's VR Tours, including renders and tours, are provided for illustrative and marketing purposes only. The Client affirms that they own or have secured the necessary permissions to use all drawings, renders, photos, and materials provided to Scelta for the project. The Client guarantees that Scelta's use of these materials will not infringe any third-party rights. Should such permissions not be secured, the Client agrees to indemnify and hold Scelta harmless from any resulting claims.

**Client Responsibility for the VR Tours:** The Client is responsible for thoroughly reviewing and approving the final VR Tours. This includes confirming the design, construction details, colors, object positioning, landscaping, views, and the overall presentation of the project. Any discrepancies between the VR Tours and the completed building, surroundings and landscape are solely the Client's responsibility. Scelta does not guarantee or represent the accuracy of the final building's appearance, design, quality, or suitability as depicted in the VR Tours. The Client agrees to indemnify Scelta against any claims or liabilities arising from such discrepancies.

**Client Responsibility for User Access & Data:** Clients are responsible for managing User access, maintaining the accuracy of information entered, and ensuring that data entered & uploaded to VR Tours & Renders, Portals, Websites, Brand Launchpads, Artificial Intelligence Products & Services, Custom Software & Consulting Services and Products, RealTime Field Management Software, and any other Products or Services provided by Scelta either by Contract or User permission, complies with all applicable laws and regulations. Clients must implement appropriate internal controls to prevent unauthorized access to sensitive data and are solely responsible for any actions taken by Users within their accounts.

**Service Availability:** While Scelta aims to provide consistent service availability, the Client acknowledges that temporary downtime or disruptions may occur and that Scelta is not liable for any losses or damages arising from such interruptions. Scelta will make reasonable efforts to minimize service disruptions and restore functionality promptly.

## 6. CLIENT RIGHTS ON CANCELLATION

**Client Data:** Client Data refers to any proprietary, non-public data generated by the Client and reasonably necessary for and connected to the client's commercial activities, including but not limited to uploaded files, project data, User-generated content, and information inputted or processed through Scelta's VR Tours & Renders, Portals, Websites, Brand Launchpads, Artificial Intelligence Products & Services, Custom Software & Consulting Services and Products, RealTime Field Management Software, and any other Products or Services provided by Scelta either by Contract or User permission.

**Return or Deletion of Client Data:** Clients may request the return or deletion of their Client Data by submitting a written request to Scelta. Data will be returned in a commonly used electronic format unless otherwise agreed. Scelta commits to complying with such requests promptly, to the best of its ability, subject to any legal and regulatory requirements that may necessitate data retention for a specified period. Deleted Client Data may remain in encrypted backups for a limited period as part of routine backup procedures but will not be restored or used unless required for disaster recovery or legal compliance.

**Handling of Hosted Content:** Upon service cancellation, hosted content, including VR Tours & Renders, Portals, Websites, Brand Launchpads, Artificial Intelligence Products & Services, Custom Software & Consulting Services and Products, RealTime Field Management Software, and any other Products or Services provided by Scelta either by Contract or User permission, will be deactivated in a reasonable amount of time. Clients may request a copy of hosted materials prior to deactivation, subject to applicable fees.

**Confidentiality:** Scelta will continue to treat all confidential information provided by the Client as confidential, adhering to the confidentiality obligations outlined in these Terms, after service cancellation. Scelta will not use or disclose any confidential client information after service cancellation, except as required by law or regulatory obligations.

## 7. COMMITMENT TO PRIVACY

**Scelta is steadfast:** in its commitment to safeguarding the privacy and protection of personal and business information. This dedication is reflected in our Privacy Policy, which outlines our comprehensive practices for handling client data in compliance with the Personal Information Protection and Electronic Documents Act (PIPEDA) and other applicable privacy laws.

**We encourage all:** Users to review our Privacy Policy to understand their rights and our practices regarding data protection fully. The Policy is integral to these Terms of Service and is incorporated herein by reference. By agreeing to these Terms, you acknowledge and consent to the processing of your data in accordance with the Policy.

## 8. SUBPROCESSORS

**Role:** Scelta may engage third-party services, known as subprocessors, to assist in providing our services to clients. These subprocessors are carefully selected and required to comply with data protection standards consistent with those outlined in our Privacy Policy.

Subprocessors may provide services such as cloud hosting, data storage, analytics, customer support tools, and payment processing, as necessary to deliver Scelta's services. All subprocessors are Contractually obligated to implement industry-standard security measures and comply with applicable data protection laws.

**Client Consent:** By agreeing to these Terms, clients consent to Scelta engaging Subprocessors as necessary to deliver the services. Clients may inquire about the subprocessors Scelta is currently using. Clients may raise concerns with respect to subprocessors based on reasonable data protection concerns.

**Third-Party Integrations:** Third-party services integrated at the client's request are not considered subprocessors and are governed by their respective terms and privacy policies. Clients are responsible for reviewing and agreeing to those terms when opting to integrate external tools or services.

## 9. DATA STORAGE AND BANDWIDTH CHARGES

**Hosting:** Scelta provides hosting services for its products & services, including the VR Tours & Renders, Portals, Websites, Brand Launchpads, Artificial Intelligence Products & Services, Custom Software & Consulting Services and Products, RealTime Field Management Software, and any other Products or Services provided by Scelta either by Contract or User permission. Due to the significant storage and bandwidth demands associated with high-resolution images, videos, and large file uploads, Scelta applies hosting charges based on data usage across these services. These charges cover the storage, processing, and delivery of content uploaded or generated through Scelta's platforms. Scelta reserves the right to charge for any unusual spike in data usage caused by the client.

**Data Usage:** Clients are responsible for managing their data usage and ensuring that uploaded content complies with any file size or format restrictions. Scelta may implement measures such as file compression, storage optimization, and upload limits to maintain efficient service delivery. Clients will be notified if their data usage approaches or exceeds standard limits and may be subject to additional charges for excessive storage or bandwidth consumption.

**Adjust Pricing:** Scelta reserves the right to adjust hosting, data storage and bandwidth charges, and usage policies as necessary to accommodate evolving service demands. Clients are encouraged to review their service agreements or contact Scelta for detailed information on hosting charges and data usage policies.

## 10. SERVICE WARRANTY, DISCLAIMERS, INDEMNIFICATION

**Service Warranty:** For paying subscribers, Scelta guarantees that the Service will function substantially as described in the Documentation during the Subscription Term under normal and authorized use. This warranty applies to all Scelta services, including but not limited to 360 Tours, the Portal, and RealTime Field Management software. If this warranty is breached, your sole remedy is either the correction of the service deficiency by Scelta or, if correction is not feasible, the termination of your Scelta Account and a prorated refund of your prepayment.



To report a service deficiency, clients must submit a written notice via [support email/portal] detailing the issue, affected services, and relevant documentation within ten (10) days of occurrence.

**DISCLAIMERS:** THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SCELTA DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU BEAR THE ENTIRE RISK OF USING THE SERVICE. SCELTA IS NOT LIABLE FOR ANY DAMAGES OR LOSSES RESULTING FROM YOUR USE OF THE SERVICE AND DOES NOT GUARANTEE UNINTERRUPTED SERVICE, ERROR-FREE PERFORMANCE, OR THE CORRECTION OF ALL ERRORS.

Scelta is not responsible for any data loss, business interruptions, or operational impacts resulting from service use, disruptions, or errors.

**Your Indemnification Obligations:** You must defend, indemnify, and hold harmless Scelta and its affiliates, directors, officers, employees, and agents from any claims, damages, liabilities, and expenses (including attorney's fees) arising from your violation of these Terms or related to your Customer Content. This includes claims arising from misuse of Scelta's services, intellectual property, or unauthorized distribution of licensed materials.

**Scelta's Indemnification Obligations:** For paying subscribers, Scelta will defend you against third-party claims that the Service infringes their intellectual property rights, covering all related costs and damages. This does not cover claims related to misuse of the Service, your Customer Content, or service modifications not provided by Scelta. Scelta's indemnification does not apply to claims related to client-provided content or third-party services integrated at the client's request. Scelta may, at its discretion, obtain a license, modify the Service, or replace it to address infringement claims. If these options are not viable, Scelta may terminate the service and provide a pro-rata refund.

**Sole Rights and Obligations:** This section outlines the exclusive remedies available for third-party infringement claims under these terms without affecting termination rights. Service updates, feature changes, or suspensions do not constitute a breach of warranty.

## 11. LIMITATION OF LIABILITY

**Limitation of Liability:** Scelta's liability under these Terms is limited to the fullest extent permitted by applicable law. Specifically, Scelta's total liability for all claims under these Terms shall not exceed the total fees paid by you for the service during the twelve (12) months preceding the claim, in aggregate. Scelta and its licensors, including any extended team, are not liable for indirect, incidental, consequential, punitive, special, exemplary, or statutory damages, regardless of the legal theory under which damages are sought. This includes, without limitation, loss of business, profits, revenue, data, goodwill, or for any cost of procurement of substitute goods or services, even if advised of the possibility of such damages. This limitation applies to all claims related to Scelta's services, including but not limited to loss of access to 360 Tours marketing materials, data inaccuracies in the Portal, or operational delays in RealTime Field Management.

**Acts of Subprocessors and Carriers:** The limitations of liability outlined here apply to all forms of action, whether based in Contract, tort (including negligence), strict liability, or otherwise, and remain in effect even if a limited remedy specified in these Terms fails of its essential purpose. This encompasses failures or delays in performance attributed to acts or omissions of subprocessors or carriers, for which Scelta assumes no liability. While Scelta carefully selects subprocessors and carriers that meet industry security standards, we make no warranties regarding their performance and are not liable for any failures or delays caused by their actions.

**Service Modifications and Discontinuations:** Scelta is committed to the continuous improvement and update of its service. However, we reserve the right to modify, suspend, or discontinue any part of the service without prior notice. Scelta will make reasonable efforts to notify clients of significant modifications, suspensions, or discontinuations of the service when feasible, though prior notice is not guaranteed. Scelta will not be liable for any modifications, price changes, suspensions, or discontinuation of the service, aiming to minimize any impact on your User experience.

**Acknowledgment of Limitations:** By agreeing to these Terms, you acknowledge these limitations and agree that they are reasonable and necessary for Scelta to provide its services effectively.

## 12. CONFIDENTIAL INFORMATION

**Definition of Confidential Information:** Confidential Information refers to any non-public business, product, technology, and marketing information disclosed between Scelta (the "Disclosing Party") and the recipient (the "Receiving Party") during the provision of services. This includes explicitly labeled "Confidential" materials, as well as any client-provided data, project details, and proprietary workflows related to Scelta's services, including 360 Tours, the Portal, and RealTime Field Management software. However, Confidential Information does not cover publicly available information previously known to the Receiving Party without confidentiality obligations, received from a third party without breaching confidentiality, or independently developed by the Receiving Party without reliance on or reference to the Disclosing Party's Confidential Information.

**Protection and Use of Confidential Information:** The Receiving Party is obligated to:

- Implement reasonable and industry-standard security measures, such as encryption and access controls, to prevent unauthorized disclosure or use of Confidential Information. Access must be limited to personnel who require it for service provision and are bound by confidentiality obligations comparable to those in these Terms.
- Refrain from using or disclosing Confidential Information beyond the scope necessary for the service and as permitted by these Terms. This excludes sharing with financial and legal advisors who are similarly bound by stringent confidentiality obligations.

**Compelled Disclosure:** Should legal requirements compel the Receiving Party to disclose Confidential Information, it must provide prompt written notice, no later than seven (7) days after receiving a disclosure request, to the Disclosing Party in advance and assist in contesting the disclosure, if desired, with any related costs borne by the Disclosing Party.

**Commitment to Confidentiality:** Scelta commits to safeguarding any sensitive or confidential client data from unauthorized access, use, or disclosure. This commitment is integral to both these Terms and our Privacy Policy. Scelta uses industry-standard security practices, including encryption, secure storage, and restricted access protocols, to protect client data.

**Exceptions:** Confidentiality obligations do not apply to information that becomes publicly known through no fault of the Receiving Party, is received from third parties without confidentiality breaches, is independently developed by the Receiving Party without reliance on or reference to the Disclosing Party's Confidential Information, or is mandated by law to be disclosed, provided the Disclosing Party is notified in advance.

### 13. FEES, PAYMENTS, AND TERMINATION

**Fees and Payments:** The Service fees are detailed in the Contract and are payable as per the specified payment terms. These fees do not include taxes, levies, or duties, which are the client's responsibility.

**Services automatically renew:** under the original terms unless the client explicitly terminates them. Scelta may adjust service pricing upon renewal, providing prior notice.

**Late payments:** may attract a monthly late fee of 1.5% on the outstanding balance or the maximum legal rate, whichever is lower. Service may be suspended for accounts in arrears.

**Termination by Scelta:** Scelta may terminate Contract and/or suspend services if a Client breaches these Terms, uses the service illegally or fraudulently, or for any other reason, at Scelta's discretion, with reasonable notice provided to the Client.

**Effects of Termination:** Termination immediately revokes all client rights under these Terms and requires cessation of service use. Scelta will handle client data according to the data retention and deletion terms set out above in the cancellation section.

**Survival:** Provisions related to intellectual property, confidentiality, liability limitations, and others meant to survive continue beyond the Terms' termination or expiration.

### 14. DISPUTE RESOLUTION

**Governing Law (Canada and Province of Ontario):** These Terms and any disputes arising from or relating to their interpretation shall be governed by and construed in accordance with the laws of Canada and the Province of Ontario without regard to their conflict of law provisions.

**Dispute Resolution Process:** Any dispute arising from or related to these Terms shall first be addressed through direct negotiation. If the dispute cannot be resolved through negotiation, the parties agree to submit the dispute to binding arbitration in Ontario, Canada. The arbitration shall be conducted in English, and the arbitrator's decision shall be final and binding.

### 15. GENERAL PROVISIONS

**Notices:** All notices under these terms shall be in writing and shall be deemed given when delivered by electronic mail to the parties' last known email address.

**Entire Agreement:** These terms, the Privacy Policy and any other agreements expressly incorporated by reference herein constitute the entire agreement between the parties concerning the service.

**Force Majeure:** Neither party shall be liable for any failure to perform its obligations where such failure results from any cause beyond its reasonable control, including, but not limited to, mechanical, electronic, or communications failure or degradation.

**Severability:** If any provision of these terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect.

**Waiver:** No waiver of any provision of these terms shall be deemed a further or continuing waiver of such term or any other term, and Scelta's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

**Assignment:** These terms are not assignable, transferable, or sublicensable by the client except with Scelta's prior written consent. Scelta may transfer, assign, or delegate these Terms and its rights and obligations without consent.

## **16. EFFECTIVE DATE AND VERSION INFORMATION**

This version of the Terms of Service Privacy Policy takes effect on March 1<sup>st</sup>, 2025 and will remain in force until future amendments are made. Any changes to this policy will become effective immediately upon their publication on our website. We encourage Users to regularly review this page for the latest information on our privacy practices. If you have any questions or concerns regarding these Terms of Service, please contact us. We welcome your feedback and inquiries.