

Terms of Use for TREBUCHET Studio Inc.

Effective Date: July 19, 2024

Acceptance of the Terms of Use

These terms of use are entered into by and between You and TREBUCHET Studio Inc. ("Company," "we," or "us"). The following terms and conditions (the "Terms of Use" or the "Terms") govern your access to and use of [www.trebuchet.fun] (the "Site").

Please read these Terms of Use carefully before you start using the Site. By using the Site, you accept and agree to abide by and be bound by these Terms of Use and our Privacy Policy. If you do not agree with these Terms of Use or our Privacy Policy, please do not access or use the Site.

Changes to the Terms of Use

From time to time, we may revise and update these Terms of Use to reflect changes in the law, our practices, or features of our products. The most current version of these Terms will be posted on the top of this page, as the "Last Revised" date.

All changes to these Terms of Use are effective immediately when we post them and apply to all use of and access to the Site thereafter. Your continued use of our Sites after we post revised Terms is deemed to be acceptance of those changes, so please check this page periodically for updates. If you do not agree to the new Terms, you must stop accessing or using the Site.

Accessing the Sites

We reserve the right to withdraw or amend the Site, and any service or material we provide on them, in our sole discretion and without notice. We will not be liable if all or any part of the Site are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or entire Site.

You are responsible for:

- Making all arrangements necessary for you to have access to the Site.
- Ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and comply with them.

To access some of the resources the Site offers, you may be asked to provide certain information. As a condition of your use of the Site, you certify that all the information you provide is correct, current, and complete. You also agree that all information you provide to the Site or otherwise, including through the use of any interactive features, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Prohibited Uses

You may only use the Site for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

- In any way that violates any applicable provincial, national, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from Canada or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", "spam", or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm the Company or users of the Site or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real-time activities through the Site.
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

Privacy Policy

To demonstrate our commitment to your privacy, we have developed a [Privacy Policy](#), which outlines our practices with respect to the collection, use, and disclosure of information relating to your activities on our Site and advertisements. All information we collect on our Site is subject to our Privacy Policy. By using our Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Intellectual Property Rights

The Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by Canadian and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

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- If we provide social media features with certain content, you may take such actions as are enabled by such features.

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- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from these sites.
- Access or use for any commercial purposes any part of the Site or any services or materials available through the Site.

If you wish to make any use of material on the Sites other than that set out in this section, please address your request to: contact@trebuchet.fun.

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Trademarks

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Reliance on Information Posted

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Changes to the Sites

We may update the content on the Sites from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material.

Linking to the Sites and Social Media Features

You may link to our Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express consent.

The Sites may provide certain social media features that enable you to:

- Link from your own or certain third-party sites to certain content on the Site.
- Send emails or other communications with certain content, or links to certain content, on the Site.

- Cause limited portions of content on the Site to be displayed or appear to be displayed on your own or certain third-party sites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features.

Subject to the foregoing, you must not:

- Establish a link from any site that is not owned by you.
- Cause the Site or portions of them to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Site other than the homepage.
- Otherwise take any action with respect to the materials on the Site that is inconsistent with any other provision of these Terms of Use.

The sites from which you are linking, or on which you make certain content accessible, must comply in all respects with these Terms of Use. You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice at our discretion.

Links from the Sites

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party sites linked to the Site, you do so entirely at your own risk and subject to the terms and conditions of use for such sites.

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You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE

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Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITES, ANY SITES LINKED TO IT, ANY CONTENT ON THE SITES OR SUCH OTHER SITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Site including, but not limited to any use of the Site' content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Site.

Governing Law and Jurisdiction

All matters relating to the Site and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of Quebec, Canada without giving effect to any choice or conflict of law provision or rule (whether of Quebec or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Site shall be instituted exclusively in the federal courts of Canada or the courts of Quebec in each case located in Montreal, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

These Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and TREBUCHET Studio Inc. regarding the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site.

Contact Us

This site is operated by TREBUCHET Studio Inc. If you have any questions, concerns, or feedback regarding these Terms of Use, please contact us at:

TREBUCHET Studio Inc.
160 rue St-Viateur Est, local 300
H2T 1A8 Montréal, QC, Canada
Email: contact@trebuchet.fun