

TERMS OF USE

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When you accessed our Site, you were given reasonable notice that these Terms existed. **By accessing and continuing to use our Site or by clicking to accept or agree to these Terms when the option is made available to you, you agree to be legally bound and abide by these Terms and our Privacy Policy whether or not you have read them.** If you do not agree with these Terms or our Privacy Policy, you must not use or access our Site or Services.

You must be at least 16 years old in order to use our Site or the necessary age in your country of residence otherwise this is a violation of use. We reserve the right to terminate your access if it is discovered you are a minor.

While we aim to keep this Site as up-to-date as possible, we cannot guarantee that all content on our Site is entirely accurate, complete, or up to date. We reserve the right at any time to modify or discontinue, in whole or in part, any Services offered or change the prices of Services without notice. We are not liable to you or any third-party for any modification, price change, suspension or discontinuation of any Services.

If you wish to have any of your personal information and/or access to our Site removed, you may email us at marksilverthorn@gmail.com and we will make reasonable efforts to do so. More information about how we collect, process and store your personal information can be found in our Privacy Policy.

FEES AND REFUNDS

Fees

Fees are as listed on our Site and in CANADIAN dollars. We reserve the right to change our Fees at any time and without notice.

Refunds

We do not provide refunds. Any refunds issued will be in our sole discretion and determined on a case-by-case basis.

Chargebacks

You agree to make every attempt to request a refund prior to attempting a chargeback with your financial institution or any third party payment processor we use to process payment on our Site. We reserve the right to present proof of your access and these Terms any third party investigating the dispute.

Payment Authorization

If any payment is recurring or made via a payment plan, you authorize our continued access to your financial information stored in any third-party payment processor we may use until your payment has been received in full and in accordance with any other payment terms accepted at the time of checkout.

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Violations and Indemnity

We take violations and infringement of our Intellectual Property rights seriously. We expressly reserve the right to take whatever legal steps necessary to protect and defend our Intellectual Property, and violators will be prosecuted to the fullest extent permissible by law. You agree to indemnify, defend and hold us harmless for any and all damages, costs and expenses, including legal fees, arising from your misuse of our Intellectual Property and our enforcement of our rights.

MEDIA RELEASE

By using our Site, you grant us a commercial license to use any image(s), including any containing your likeness, that you submit to us whether voluntarily or by default, such as your profile picture on any social media platforms, for our future business use.

SECURITY

Use of Third-Party Applications

In order to run our Site and provide our Services, we use a number of third-party applications, such as for processing payment, delivering electronic newsletters, booking systems,. For more information as to how your personal information is collected, stored and processed, please refer to our Privacy Policy. You understand it is your responsibility to review the terms of use for any such third-party applications. If you do not agree with the terms of use for any third-party application used by our Site, please discontinue use of our Site and Services immediately.

Confidentiality

You acknowledge that we have no duty of confidentiality to you, unless otherwise explicitly stated, such as in a subsequent client agreement, or as may be mandated by law or fiduciary duty.

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By using our Site, you agree not to misuse or tamper with our Site, including but not limited to hacking, introducing viruses, trojans, worms, logic bombs or other technologically harmful material that would harm the functionality of, or jeopardize the security of our Site. We will immediately report any such breach or what we deem in our discretion to be harmful activities to the relevant law enforcement authorities. You agree to indemnify, defend and hold us harmless from any and all third-party claims, liability, damages and/or costs arising from your use and misuse of our Site and/or your breach of these Terms.

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Assumption of Risk

Use of this Site is at your own risk. While we host our site on a reputable platform and take commercially reasonable efforts to maintain and host the Site, we make no representations, warranties or guarantees as to your individual safety when using our Site. You further assume all risk associated with your access to and use of any information or materials provided to you on the Site, Services or any other pages, platforms or profiles maintained by us and any subsequent actions you choose to take, or not to take, as a result of the information, influence or educational materials provided or made available to you.

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Certain products may be available exclusively online through the Site and in limited quantities. We have made every effort to display as accurately as possible the colours and images of our products that appear on the Site. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit the sale of products to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. All descriptions of products and pricing of products are subject to change at any time without notice and we reserve the right to discontinue any product at any time. We do not warrant that the quality of any products will meet your expectations, or that any errors in the Service will be corrected.

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Limitation of Liability

We will not be held responsible or liable in any way for the information, products, or materials that you request or receive through or in relation to our Site or the Services. We do not assume liability for any third party conduct, accidents, delays, harm, or other detrimental or negative outcomes as a result of your access of our Site and Services.

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Termination of Your Use

If at any time we believe that you have violated these Terms, we shall immediately terminate your use of our Site, the Services and any related communications as we deem appropriate and in our sole discretion. At any time, we may block or revoke your access of our Site and Services at any time without notice, and if necessary, block your IP address from further visits to our Site.

Full Agreement

You acknowledge that these Terms of Use, together with our Privacy Policy constitute the full agreement relating to your use of the Site and Services.

Governing Law and Jurisdiction

These Terms as well as our Privacy Policy are governed by and interpreted in accordance with the laws of Ontario and the federal laws of Canada where applicable. Any disputes arising directly or indirectly from this Agreement will be submitted and heard exclusively in the courts of Kitchener, Ontario.

Severability

If any of the provisions of these Terms are found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not, to the extent permitted by law, in any way be affected and will remain enforceable.

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We reserve the right to update and change these Terms at any time and it is your responsibility to review these Terms periodically. You can review the most current version of our Terms at any time by visiting this page. Your continued use of or access to the Site and/or Services affirms your acceptance of any changes to our Terms. All rights not expressly set out and granted in these Terms and Conditions of Use and/or our Privacy Policy are expressly reserved by us.

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