

## **TERMS AND CONDITIONS**

These terms and conditions (the "Terms and Conditions") govern the use of **exactusgroup.com** (the "Site"). This Site is owned and operated by Eduardo Galvan. This Site is a portfolio.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

### **Intellectual Property**

All content published and made available on our Site is the property of Eduardo Galvan and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### **User Contributions**

Users may post the following information on our Site:

- Items for sale;
- Photos;
- Videos; and
- Public comments.

By posting publicly on our Site, you agree not to act illegally or violate these Terms and Conditions.

### **Sale of Goods And Services**

These Terms and Conditions govern the sale of goods and services available on our Site.

The following goods are available on our Site:

- Consulting Process Optimization;

- Business Digitalization; and
- Consulting General Contractor.

The following services are available on our Site:

- Consulting.

The services will be paid for in full upon the completion of the service.

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods and services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods and services we provide. You agree to purchase goods and services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

### **Third Party Goods and Services**

Our Site may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site.

### **User Goods and Services**

Our Site allows users to sell goods and services. We do not assume any responsibility for the goods and services users sell on our Site. We cannot guarantee the quality or accuracy of any goods and services sold by users on our Site. However, if we are made aware that a user is violating these Terms and Conditions, we reserve the right to suspend or prohibit the user from selling goods and services on our Site.

### **Subscriptions**

Your subscription does not automatically renew. You will be notified before your next payment is due

and must authorize that payment in order for your subscription to continue.

To cancel your subscription, please follow these steps: Need a written cancellation request 2 months in advanced.

### **Payments**

We accept the following payment methods on our Site:

- Credit Card;
- Debit;
- Direct Debit;
- eTransfer; and
- Bank Draft.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

### **Consumer Protection Law**

Where the *Consumer Protection Act*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

### **Limitation of Liability**

Eduardo Galvan and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your

use of the Site.

### **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless Eduardo Galvan and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

### **Applicable Law**

These Terms and Conditions are governed by the laws of the Province of Alberta.

### **Dispute Resolution**

Subject to any exceptions specified in these Terms and Conditions, if you and Eduardo Galvan are unable to resolve any dispute through informal discussion, then you and Eduardo Galvan agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and Eduardo Galvan.

Notwithstanding any other provision in these Terms and Conditions, you and Eduardo Galvan agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

### **Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

### **Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

### **Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

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admin@exactusgroup.com

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Effective Date: 1st day of October, 2024