



# Website Terms of Use

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## Overview

Welcome to FISPAN. Please read these Terms of Use (“Terms,” “Terms of Use”) carefully before using the [www.fispan.com](http://www.fispan.com) website (the “Service”) operated by FISPAN (“we,” “us,” or “our”).

FISPAN offers this website, including all information, tools, and services available from this site to you, the user, conditioned upon your request of all terms, conditions, policies, and notices stated here. Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Service.

By visiting our site, accessing and using the services in any manner, you are “accepting” and agreeing to be bound by these Terms, including those additional terms, conditions, and policies referenced herein and/or available by hyperlink. If you do not unconditionally accept these Terms in their entirety, you shall not (and shall have no right to) access or use of the Service.

## Changes To Terms Of Use

Any new features or tools which are added to the current Service shall also be subject to the Terms of Use. You can review the most current version of the Terms at any time on this page. We reserve the right to update, change, and replace any part of these Terms of Use by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

## Accuracy, Completeness, And Timeliness Of Information

FISPAN is not responsible if information made available on this site is not accurate, complete, or current. The material on this site is provided for general information only and

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should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## **Intellectual Property**

All elements (“Elements”) of the Site such as, without limiting the generality of the foregoing, the texts, articles, photos, illustrations, images, videos, and audio materials, are the property of FISPAN and are subject to licenses or agreements allowing their broadcast through the site. No Element may be copied, reproduced, distributed, published, translated, downloaded, posted, or sent, in any way whatsoever, without the prior written approval of FISPAN or the copyright holder. You are allowed to post or download the site Elements, but solely for non-commercial purposes and for personal use, provided you do not change these Elements and maintain all their intellectual property notices. The trademarks and logos used or posted on the Site are trademarks which were registered or not by FISPAN or third parties. Nothing in the Site may be interpreted as allowing, directly or indirectly, the use of a trademark reproduced on the Site without the prior written approval of the owner of such trademark.

## **Third-Party Links**

Certain content, products, and services available via our Service may include materials from third-parties.

Third-party links on this page may direct you to third-party websites that are not affiliated with us. FISPAN has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and

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agree that FISPAN shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such website or service. We are not responsible for examining and evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or website, or for any other materials, products, or services of third-parties.

We strongly advise you to read the terms and conditions and privacy policies of any third-party website or services that you visit.

### Personal Information

Your submission of personal information through our service is governed by our Privacy Policy, available [here](#). FISPAN reserves the right to make public any logo, image, or file you upload to our website or product.

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## Errors, Inaccuracies, And Omissions

Occasionally, there may be information on our site or in the Service that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

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We undertake no obligation to update, amend, or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **Prohibited Uses**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **Limitation Of Liability**

You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service, and all products and services delivered to you through the Service, are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either expressed or implied, including

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all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall FISPAN, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Service or any products procured using the Service, or for any other claim related in any way to your use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## **Indemnification**

You agree to indemnify, defend, and hold harmless FISPAN and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference or your violation of any law or the rights of a third-party.

## **Severability**

In the event that any provision of these Terms of Service is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest

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extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service. Such determination shall not affect the validity and enforceability of any other remaining provisions.

## **Termination**

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease to use our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## **Entire Agreement**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Service constitutes the entire agreement and understanding between you



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and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## **Governing Law**

These Terms shall be governed and construed in accordance with the laws of British Columbia, Canada, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of the Terms will remain in effect.

## **Contact Us**

If you have any questions about these Terms, please contact us directly by emailing [privacy@fispan.com](mailto:privacy@fispan.com).