

## Terms of Service

The following terms of service (these “Terms of Service”) govern your access to and use of the UpTOSpeed website, including any content, functionality, and services offered on or through (the “Site”) by UpTOSpeed Inc., company established in Canada under UpTOSpeed Inc. and its subsidiaries are collectively referred hereto as “UpTOSpeed” “we” or “us”.

Please read the Terms of Service carefully before you start to use the Site. **By using the Site, creating a membership account or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy, found [here](#) incorporated herein by reference.** If you do not want to agree to these Terms of Service or the Privacy Policy, you must not access or use the Site. For more detailed policies surrounding the activity and usage on the Site, please access the designated articles herein.

This Site is offered and available to users who are 18 years of age or older. If you are under 18 you may not use this Site or the UpTOSpeed services. By using this Site, you represent and warrant that you are of legal age to form a binding contract and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

### 1. Key Terms

**Buyer or Customers or “you”** are users who purchase Services on UpTOSpeed.

**Sellers or UpTOSpeed Tech Experts or Third Party providers** are users who perform Services on UpTOSpeed

**The “Platform Services” or “Marketplace Platform” or “UpTOSpeed Services” or “UpTOSpeed ”** is a technology platform that enables you receive technical support and educational services from independent tech support technicians or independent third party providers as well as instant video and written tutorials.

**The user** is the Buyer using the platform services with a membership account or the independent contractor providing platform services as an UpTOSpeed Tech Expert. Limited free trial services are provided to allow clients to explore the platform.

**Disputes** are disagreements experienced during an order between a Buyer and Seller on UpTOSpeed.

**Support Service Page** is where the buyers can purchase support.

**Support Service / Services** are services offered on UpTOSpeed.

**Order Page** is where Buyers schedules the service and/or makes the payment.

**Orders** are the formal agreement between a Buyer and UpTOSpeed.

**Payment Services Provider(s)** are service providers that provide payment services to Buyers and Sellers in connection with the UpTOSpeed platform, including concerning the collection of Charges from Buyers in connection with the purchase of Services, remittance, and withdrawal of Charges to Sellers in connection with completed Services, currency exchange services in connection with payments in local currencies, and the holding of Charges in connection with UpTOSpeed Platform Charges or any other Balances.

**Payment** is the payout amount ready to be paid to UpTOSpeed.

**Order Clearance Period** is the period between service completion and customer's confirmation of satisfactory service, to a maximum of 7 days.

## 2. Overview

- UpTOSpeed Platform Services enable registered Tech Experts to offer their services through a medium hosted by the Platform to the registered users.
- Your use of the Platform Services is voluntary and at your sole risk. UpTOSpeed has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of the services provided, (ii) the truth or accuracy of any service descriptions, ratings, reviews, or other information about you including, without limitation, your name, likeness, biographical information (collectively, "User Content"), or (iii) the performance or conduct of any technician or third party. UpTOSpeed does not endorse any tech expert, listing, or service. You should always exercise due diligence and care when deciding whether to use a service or communicate and interact with other users of Marketplace Services.

- YOU ACKNOWLEDGE THAT UPTOSPEED DOES NOT PROVIDE TECHNICAL SUPPORT, EDUCATION OR ANY RELATED SERVICES OR ADVICE AND THAT ALL SUCH SUPPORT OR RELATED SERVICES OR ADVICE ARE PROVIDED BY INDEPENDENT THIRD PARTY CONTRACTORS WHO ARE NOT EMPLOYED BY UPTOSPEED OR ANY OF ITS AFFILIATES. UPTOSPEED IS NOT DIRECTLY OR INDIRECTLY LIABLE FOR ANYTHING ON ACCOUNT OF SERVICE PROVIDED BY THE THIRD PARTY PROVIDERS DATA CORRUPTION OR LOSS OR TAKEN.
- Services on UpTOSpeed may be offered at any price.
- Customers pay UpTOSpeed in advance via monthly subscription or one time charge to create an order (see Purchasing Section below regarding payment terms).
- Services are purchased through the Request Support button found on UpTOSpeed's Support Service page.
- For fees and payments please read the purchasing section here.
- UpTOSpeed Tech Experts must fulfil their mandated services and may not cancel service regularly or without cause. Regularly cancelling service requests will affect the Tech Expert's reputation, rating, and customer referral rate.
- A Tech Expert gains customer review rating based on their performance and reputation.
- Customers may not offer or accept payments using any method other than placing an order through [www.uptospeedyou.com](http://www.uptospeedyou.com)
- UpTOSpeed retain the right to modify, add, or delete any clause of this agreement at any time.

### **3. SELLERS OR UPTOSPEED TECH EXPERTS OR THIRD PARTY PROVIDER**

#### **3.1 Basics**

- Sellers conduct services on UpTOSpeed to allow Customers to purchase their services.
- Sellers are required to submit their CV/Resume and criminal record check information to UpTOSpeed. Any cost related to this check is borne by the Seller. From where and how the check is to be carried out will be defined by UpTOSpeed on their website.
- Sellers will be paid \$14.50 per hour.
- If an order is cancelled (for any reason), the Charges paid will be returned to the Buyer's Credit Card or mode of payment used.
- The Seller's rating is calculated by the UpTOSpeed platform based on various factors like reviews posted by Buyers and many more. High ratings allow Sellers to have more orders. In certain cases, exceedingly low ratings may lead to the suspension of the Seller's account.

- For security concerns, UpTOSpeed may temporarily disable a Seller's ability to withdraw revenue to prevent fraudulent or illicit activity. This may come as a result of security issues, improper behavior reported by Buyers, or associating multiple UpTOSpeed accounts to a single withdrawal provider.
- Sellers are responsible for paying any direct or indirect taxes, including any GST, VAT, or otherwise, which may apply to them depending on residency or location. Sellers represent and warrant that they comply, and will comply at all times, with their obligations under income tax provisions in their jurisdiction.
- Appointment as Limited Payment Collection Agent: Seller hereby appoints UpTOSpeed as Seller's limited authorized payment collection agent solely to accept payments (via its Payment Services Provider, if applicable) from Buyer, and remit those payments to Seller. Buyer's payment obligation to Seller will be satisfied upon receipt of payment by UpTOSpeed (or its Payment Services Provider, as applicable), and UpTOSpeed (via its Payment Services Provider, as applicable) is responsible for remitting the Charges to the Seller in the manner described in these Terms of Service. If UpTOSpeed (via Payment Services Provider) does not remit any such amounts to Seller, the Seller will have recourse only against UpTOSpeed and not the Buyer directly. Seller agrees that UpTOSpeed may describe or otherwise reflect the terms contained herein in any terms of service, receipts, disclosures, or notices including, but not limited to, receipts provided to Buyers that UpTOSpeed may deem necessary or prudent.
- UpTOSpeed partners with Payment Services Providers for purposes of collecting Support Service-related payments from Buyers. All payments services in connection with the withdrawal of Charges on the UpTOSpeed platform are performed by UpTOSpeed's Payment Services Providers.
- Sellers are responsible for obtaining a general liability and professional service insurance policy with coverage amounts that are enough to cover all risks associated with the performance of their services. UpTOSpeed on its discretion may ask to demonstrate or show the professional insurance coverage.
- By offering a service, the Seller undertakes that he/she has sufficient knowledge, permissions, rights, and/or licenses to provide the service that is offered on UpTOSpeed.
- Sellers agree not to sell services to the customers outside of the UpTOSpeed platform.

### **3.2 Services**

- Sellers are allowed to provide any of the services UpToSpeed provides to the buyer
- Currency at uptospeedyou.com is CAD only.

- Services created on UpTOSpeed are content created by UpTOSpeed.
- Users may be removed by UpTOSpeed from the Site for violations to these Terms of Service, which may include (but are not limited to) the following violations and/or materials:
  - Illegal or Fraudulent services
  - Adult oriented services, Pornographic, Inappropriate/Obscene
  - Intentional copies of Services
  - Spam, nonsense, or violent or deceptive Services
  - Services misleading to Buyers or others
  - Reselling of regulated services
  - Offering to prepare academic works on behalf of Buyers
  - Exceedingly low-quality Services
  - Looking into customers private files, financial data or anything similar nature
  - Promoting UpTOSpeed and/or UpTOSpeed Services through activities that are prohibited by any laws, regulations, and/or third parties' terms of service, as well as through any marketing activity that negatively affects our relationships with our users or partners.
- Services may include pre-approved website URLs contained within the Support Service description and requirements box.

### **3.3 Payments**

- To receive payment, the Seller must provide the bank account details to UpTOSpeed Inc.
- Revenue eligible for the payment will be held on your behalf at an account with UpTOSpeed or UpTOSpeed's Payment Services Provider.
- Only one account can be associated with a Seller's profile.
- Payment will be made in the Currency the service is listed.
- UpTOSpeed will payout the revenue once every 14 days for the service that have passed the order clearance. Pay-outs will happen every Monday (Eastern Standard Time Zone)
- Payment fees vary depending on the payment method
- Any currency conversion charges will be deducted from the payment made. UpTOSpeed will transfer the amount in CAD to the currency of the Seller's bank currency. Any banking and conversion charges will be taken out from Seller's payment.

### **3.4 Platform Service Usage**

- All Chat and Remote connection activities will be recorded.

- A copy of the recording will be made available for 7 days. After that, it will be removed from the system.
- The seller should only use UpTOSpeed provided Phone and Video Chat services.
- Using UpTOSpeed Phone and Video Chat services other than to services the UpTOSpeed customer is not allowed.

## **4. BUYERS OR CUSTOMERS**

### **4.1 Basics**

- You may not offer direct payments to Sellers using payment systems outside of the UpTOSpeed payment system.
- User Accounts: Portion of the Platform Services can be viewed without an UpTOSpeed Membership account. To use most aspects of Platform Services, the Buyer must register for and maintain an active personal user account (“Membership Account”). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to UpTOSpeed certain personal information, such as your name, address, phone number and email. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, may result in your inability to access and use the Platform Services or UpTOSpeed’s termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by UpTOSpeed in writing, you may only possess one account.
- Email or Text Messaging or Other forms of messages; By creating an Account, you agree that Platform Services may send you an email, text (SMS) messages, or any other form of communication, as part of the normal business operation of your use of the Platform Services.
- Promotional Codes, Organization Code or discounts; UpTOSpeed may, in UpTOSpeed’s sole discretion, create promotional codes or organization codes that may be redeemed for Account credit, referral payment to partner organizations or other features or benefits related to the Platform Services and/or a Third Party Provider’s services, subject to any additional terms that UpTOSpeed establishes on a per promotional code basis (“Promo Codes”). You agree that Promo or Organization Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public

(whether posted to a public form or otherwise), unless expressly permitted by UpTOSpeed; (iii) may be disabled by UpTOSpeed at any time for any reason without liability to UpTOSpeed; (iv) may only be used under the specific terms that UpTOSpeed establishes for such Promo Code or Organizational Code; (v) are not valid for cash; and (vi) may expire before your use. UpTOSpeed reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes or Organizational Codes by you or any other user if UpTOSpeed determines or believes that the use or redemption of the Promo Code or Organizational Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code or Organizational Code terms or these Terms.

## 4.2 Purchasing

- Buyers pay UpTOSpeed to receive service, using the 'Request Support' button. UpTOSpeed partners with Payment Services Providers for purposes of collecting Support Service-related payments from Buyers, transferring such payments from Buyers to UpTOSpeed, and holding Charges during order clearance period.
- Services are charged by a per appointment, with time limits of 30-45 minutes depending on service provided. If the seller chooses to go past the allocated time limit, they will not be paid for the extra time.
- In most locations, Services may be purchased on UpTOSpeed by using one of the following payment methods: Credit Card or Debit Card accepted by the UpTOSpeed's payment service provider.
- Payment Service Providers processing fees are added at the time of purchase where a buyer can review and accept the total amount requested to pay.
- To protect against fraud, unauthorized transactions (such as money laundering), claims or other liabilities, payment information in connection with payments made track. Payment Services Providers may also collect such other information as necessary for proposes of processing payments. UpTOSpeed is not exposed to the payment information provided to Payment Services Providers, and this information is subject to the privacy policy applicable to the Payment Service Provider. Please see our Privacy Policy for more information.
- By using any payment method and/or providing payment details for making purchases on UpTOSpeed, you represent and warrant that: (a) you are legally authorized to provide such information; (b) you are legally authorized or have permission to make payments using the payment method(s); (c) if you are an employee or agent of a company or person that owns the payment method, you are authorized by that

company or person to use the payment method to make payments on UpTOSpeed; and (d) such actions do not violate any applicable law.

#### **4.3 Local Currencies**

- Buyers may pay on UpTOSpeed in several different currencies. Unless stated otherwise, you will be charged in the currency displayed on the Order page. All currency exchange services in connection with payments and withdrawals in local currencies are performed by UpTOSpeed's Payment Services Providers.
- Buyers should note that the Services' pricing is derived always from their original currency CAD \$ price and, therefore, non-CAD\$ currency prices may change daily in accordance with exchange rate fluctuations and may also include conversion fees.
- If you paid for an Order in a currency other than CAD\$ and your Order was later cancelled for any reason, the amount returned would be based on the exchange rate as of the date of cancellation. Therefore, the returned amount may vary from the paid amount in local currency terms, while always maintaining the same CAD\$ value.

#### **4.4 Taxes**

- Buyers may be charged with indirect taxes (such as Sales Tax, VAT or GST) depending on their residency, location, and any applicable law, in addition to the service prices shown on the services page.
- Buyers agree that they are responsible to comply with all tax requirements applicable to them, including but not limited to any obligation to deduct or withhold taxes. It is hereby clarified that all prices and fees that appear on the Site are the net amounts that will be paid following any direct or indirect taxes, levy, withholding tax, and/or deductions.

### **5. ORDERS**

#### **5.1 Basics**

- Once payment is confirmed, your order will be created and given a unique UpTOSpeed order number. (ORD-#)
- When a Buyer orders a Support Service, the available sellers are notified by email and phone number as well as notifications on the site while logged into the account.
- Sellers must deliver the services on agreed time to customer satisfaction. Failing to do so will allow the Buyer to cancel the order when an order is marked as late and may harm the Seller's status.



- After completion of the services, the order will be awaiting Customer confirmation.
- Payment will be released to the UpTOSpeed Expert after receiving the Customer confirmation and call time log.

## 5.2 Reviews

- Feedback reviews provided by Buyers following completion of service is an essential part of UpTOSpeed's rating system. Reviews demonstrate the Buyer's overall experience with the UpTOSpeed Tech Expert. Buyers are encouraged to communicate to the Seller any concerns experienced during their active order in regard to the service provided by the Seller.
- Leaving a Buyer's feedback is a basic prerogative of a Buyer. Feedback reviews will not be removed unless there are clear violations of our Terms of Service.
- To prevent any misuse of our Feedback system, all feedback reviews must come from legitimate sales executed exclusively through the UpTOSpeed platform from users within our Community. Purchases arranged, determined to artificially enhance seller ratings, or to abuse the UpTOSpeed platform with purchases from additional accounts, will result in a permanent suspension of all related accounts.
- Feedback comments given by Buyers are publicly displayed on a Seller's Support Service page.
- Responding and posting a review: Once work is delivered, the Buyer has seven days to respond. If no response is provided within the response period, the order will be considered completed.
- Sellers may not solicit the removal of feedback reviews from their Buyers through mutual cancellations.

## 6. Disputes and Cancellations

If for any reason, there is a dispute, on the service delivered or if you encounter non-permitted usage on the Site, users can contact UpTOSpeed's Customer Service for assistance.

### 6.1 Basics

- Order cancellations can be performed by providing your order number at [uptospeedyou.com](https://uptospeedyou.com) and send a request in to cancel the order.
- Filing a transaction dispute or reversing a payment through your payment provider or your bank is a violation of these Terms of Service. Doing so may get your account temporarily or permanently disabled. Note: once you have filed a dispute with your

payment provider, the Charges will be ineligible for a refund due to our obligations towards the payment provider.

- If a Buyer or Seller encounters an issue related to the service provided in an order, you are encouraged to use to attempt to resolve the matter and should call UpTOSpeed customer service.
- UpTOSpeed, reserves the right to cancel orders or place Charges on hold for any suspected fraudulent transactions made on the Site.
- If an order is cancelled (for any reason), the Charges paid will be returned to the Buyer.

## **6.2 Order Cancellations / Dispute handling**

- Orders can be cancelled anytime, but at least 15 minutes before telephone or video chat support and 2 hours before a 1 on 1 appointment.
- After service delivery at the time of customer confirmation, customer can choose to raise the dispute by calling customer services.
- Eligibility for requests to UpTOSpeed to dispute an order will be assessed by our dispute management team based on several factors, including violations to our Terms of Service, general misconduct, poor service delivery and improper usage of the UpTOSpeed delivery system. See below for Order specific eligibility.
- Orders are not eligible to be cancelled based on the quality of service/materials delivered by the Seller if the service was rendered as described in the Support Service page. Buyers may rate their experience with the Seller on the order page, including the overall level of service quality received.
- Buyers must use UpTOSpeed Customer Service to address their concerns and desired resolution related to the service provided by their Seller.
- Any non-permitted usage of UpTOSpeed encountered during an Order, after being reviewed by our Customer Service Center, may result in the order being cancelled. This includes, but not limited to; harassment, unlawful behaviour, or other violations to UpTOSpeed's Terms of Service.
- UpTOSpeed Customer Service Centre will cancel orders based on, but not limited to, the following reasons:
  - Active Orders (after the Buyer submits the order and before the Seller or Buyer shows up for the Service on UpTOSpeed Platform)
    - The Seller is late and unresponsive for more than 24 hours.
    - Users are abusive towards the other party through threats of low ratings or leveraging order materials (such as logins, personal information) against each other.

- The user is no longer an active UpTOSpeed user due to Terms of Service violations or closure of their account.
- Completed Orders (after the order is marked as complete by the seller)
  - UpTOSpeed Customer Support will review cases of Order delivery manipulation that prevents Buyers and Sellers from fully utilizing our Customer Service Centre that enabled the order to be marked as complete.

## **7. User Conduct and Protection**

UpTOSpeed enables people to receive time efficient technical support and education. Services offered on UpTOSpeed reflect the diversity of an expanding Support Service economy.

Members of the UpTOSpeed community communicate and engage through orders, chat and social media, and on UpTOSpeed's Community Forums.

UpTOSpeed maintains a friendly, community-spirited, and professional environment. Users should keep to that spirit while participating in any activity or extensions of UpTOSpeed. This section relates to the expected conduct users should adhere to while interacting with each other on UpTOSpeed.

To report a violation of our Terms of Service, User Misconduct, or inquiries regarding your account, please contact our Customer Service Center.

### **7.1 Basics**

- To protect our users' privacy, user identities are kept anonymous. Requesting or providing Email addresses, Skype/IM usernames, telephone numbers, or any other personal contact details to communicate outside of UpTOSpeed to circumvent or abuse the UpTOSpeed messaging system or UpTOSpeed platform is not permitted.
- Any necessary exchange of personal information required to continue a service may be exchanged when services are being provided.
- UpTOSpeed does not provide any guarantee of the level of service offered to Buyers. You may use the Customer Service center.
- UpTOSpeed does not protect users who interact outside of the UpTOSpeed platform.
- All information and exchanges must be performed exclusively on UpTOSpeed's platform.
- Rude, abusive, improper language or violent messages will not be tolerated and may result in an account warning or the suspension/removal of your account.

- UpTOSpeed is open to everyone. Discrimination against a community member based on gender, race, age, religious affiliation, sexual preference, or otherwise is not acceptable and may result in the suspension/removal of your account.
- Users may not submit proposals or solicit parties introduced through UpTOSpeed to contract, engage with, or pay outside of UpTOSpeed.

## **7.2 Orders**

- Buyers with the intention to defame Sellers by ordering from services will have their reviews removed or further account status related actions determined by review by UpTOSpeed.
- Users are to refrain from spamming or soliciting previous Buyers or Sellers to pursue removing/modifying reviews or cancelling orders that do not align on Order Cancellation or Feedback policies.

## **7.3 Services**

- The seller should only use UpTOSpeed provided Telephone and Video Chat services.
- Using UpTOSpeed Telephone and Video Chat services other than to service the UpTOSpeed customer is not allowed.

## **7.4 Reporting Violations**

If you come across any content that may violate our Terms of Service, you should report it to us through the appropriate channels created to handle those issues as outlined in our Terms of Service. All cases are reviewed by us. To protect individual privacy, the results of the investigation are not shared. You can review our Privacy Policy for more information.

## **7.5 Violations**

Users may receive a warning to their account for violations of our Terms of Service or any user misconduct reported to our Trust and Safety team. A warning will be sent to the user's email address and will be displayed for such users on the Site. Warnings do not limit account activity but can lead to your account losing seller statuses or becoming permanently disabled based on the severity of the violation.

## **7.6 Non-Permitted Usage**

**Adult Services & Pornography** – UpTOSpeed does not allow any exchange of adult-oriented or pornographic materials and services.

**Inappropriate Behavior & Language** – Communication on UpTOSpeed should be friendly, constructive, and professional. UpTOSpeed condemns bullying, harassment, and hate speech towards others. We allow users a system to rate orders and to engage on larger platforms such as our Community Forum and Social Media pages.

**Phishing and Spam** – UpTOSpeed takes the matter its members' security seriously. Any attempts to publish or send malicious content with the intent to compromise another member's account or computer environment is strictly prohibited. Please respect our members' privacy by not contacting them with offers, questions, suggestions, or anything which is not directly related to their Services or orders.

**Privacy & Identity** – You may not publish or post other people's private and confidential information. Any exchange of personal information required for the completion of a service must be provided on the service request. Sellers further confirm that whatever information they receive from the Buyer, which is not public domain, shall not be used for any purpose whatsoever other than for the delivery of service to the Buyer. Any users who engage and communicate off of UpTOSpeed will not be protected by our Terms of Service

**Authentic UpTOSpeed Membership Account** – You may not create a false identity on UpTOSpeed, misrepresent your identity, create a UpTOSpeed membership account for anyone other than yourself (a real person), or use or attempt to use another user's account or information; Your profile information, including your description, skills, location, etc., while may be kept anonymous, must be accurate and complete and may not be misleading, illegal, offensive or otherwise harmful. UpTOSpeed reserves the right to require users to go through a verification process to use the Site (whether by using ID, phone, camera, etc.).

**Fraud / Unlawful Use** – You may not use UpTOSpeed for any unlawful purposes or to conduct illegal activities.

## 7.7 Abuse and Spam

**Multiple Accounts** – To prevent fraud and abuse, users are limited to one active account. Any additional account determined to be created to circumvent guidelines, promote competitive advantages, or mislead the UpTOSpeed community will be disabled. Mass account creation may

result in disabling of all related accounts. Note: any violations to UpTOSpeed's Terms of Service is cause for permanent suspension of all accounts.

**Targeted Abuse** – We do not tolerate users who engage in targeted abuse or harassment towards other users on UpTOSpeed. This includes creating new multiple accounts to harass members through our service request system.

**Selling Accounts** – You may not buy or sell UpTOSpeed accounts.

### **7.8 Proprietary Restrictions**

Users have no right, and specifically agree not to do the following concerning the Site or any part, component or extension of the Site (including its mobile applications): (i) copy, transfer, adapt, modify, distribute or reproduce it, in any manner; (ii) reverse assemble, decompile, reverse engineer or otherwise attempt to derive its source code, underlying ideas, algorithms, structure or organization; (iii) modify or create derivative works; (iv) remove any copyright notice, identification or any other proprietary notices, or; (v) use the Site in any manner that could damage, disable, overburden or impair the Site, or interfere with any other users' enjoyment of the Site. Users also agree not to permit or authorize anyone else to do any of the foregoing.

### **8. General Terms**

- UpTOSpeed reserves the right to put any account on hold or permanently disable accounts due to breach of these Terms of Service or due to any illegal or inappropriate use of the Site or services.
- Violation of UpTOSpeed's Terms of Service may get your account disabled permanently.
- Users with disabled accounts will not be able to sell or buy on UpTOSpeed.
- Users who have violated our Terms of Service and had their account disabled may contact our Customer Support team for more information surrounding the violation and status of the account.
- Users have the option to enable account Security features to protect their account from any unauthorized usage.
- Users must be able to verify their account ownership through Customer Support by providing materials that prove ownership of that account.
- Sellers will be paid out their revenues from disabled accounts after a safety period of 90 days following full verification of ownership of the account in question, from the day of the last cleared payment received in their account and subject to UpTOSpeed's approval.

- Disputes should be handled by contacting UpTOSpeed Customer Service Center.
- UpTOSpeed may make changes to its Terms of Service from time to time. When these changes are made, UpTOSpeed will make a new copy of the terms of service available on the Site.
- You understand and agree that if you use UpTOSpeed after the date on which the Terms of Service have changed, UpTOSpeed will treat your use as acceptance of the updated Terms of Service.

#### **9. Disclaimer of Warranties**

YOUR USE OF THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER UPTOSPEED NOR ANY PERSON ASSOCIATED WITH UPTOSPEED MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **10. Limitation on Liability**

IN NO EVENT WILL UPTOSPEED, 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 WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, 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.

IN ACCEPTING LIABILITY AS THE LIMITED AUTHORIZED PAYMENT COLLECTION AGENT OF SELLER, UPTOSPEED AND ITS AFFILIATES ASSUME NO LIABILITY FOR ANY ACTS OR OMISSIONS OF SELLER.

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

The term "Affiliate" referred to herein, is an entity that, directly or indirectly, controls, or is under the control of, or is under common control with UpTOSpeed, where control means having more than fifty percent (50%) voting stock or other ownership interest or the majority of voting rights of such entity.

#### **11. Indemnity.**

User agrees to indemnify and hold UpTOSpeed and its officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) your violation of the rights of any third party, including Third-Party Providers.

#### **12. Governing Law; Arbitration.**

Except as otherwise set forth in these Terms, this agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the parties hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario with respect to any matters arising out of this Agreement. The Vienna Convention on the International Sale of Goods of 1980 (CISG) shall not apply. Any dispute, controversy, or claim arising out of or relating to this contract including any question regarding its existence, interpretation, validity, breach or termination, or the business relationship created by it shall be referred to and finally resolved by arbitration under the Canadian Arbitration Association Arbitration Rules.

#### **13. Other Provisions**

Claims of Copyright Infringement.

Claims of copyright infringement should be sent to UpTOSpeed's designated agent. Please visit UpTOSpeed's web page at <https://www.uptospeedyou.com> for the designated address and additional information.