

TERMS & CONDITIONS

These Terms and Conditions (the "Terms"), together with our Privacy Policy, govern your relationship with Tube Top Creative Inc. ("us", "we", "our") and the tubetopcreative.com website operated by us (the "Website").

These Terms apply to all visitors, and others who access or use the Website. Please read these Terms carefully before using the Website. If you continue to use this Website, you are agreeing to comply with and be legally bound by these Terms.

1. Terms of Use Subject to Amendment

These Terms are subject to change without notice. By continuing to use this Website, you agree to be bound by any such changes. Unless explicitly stated otherwise, any new features or functionality that augment or enhance our Website will be subject to these Terms.

2. Ownership of Content

All material on this Website, any related registered domains and subdomains, and any other digital medium owned or operated by us, including, without limitation, the design, layout, videos, audio, text, photographs, graphics, interfaces, computer code, appearance, trademarks, and logos used therein (collectively, the "Protected Material") are copyrighted works and are owned or licensed by us, unless otherwise specified. In addition, the Protected Material is protected by copyright as a collective work or compilation under the copyright laws of Canada and worldwide copyright laws and treaty provisions. Reproduction of the Protected Material, or any part thereof, is prohibited except with our written consent or in accordance with the law and we (subject to the rights of our licensors and licensees under applicable agreements, understandings, and arrangements) maintain all rights related to the Protected Material.

3. Accuracy of Information

The information contained in this Website is for general information purposes only. We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the Website or the information, products, services, or related graphics contained on the Website for any purposes.

Your use of any information or materials on this Website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any services, or information available through this Website meet your specific requirements. Any reliance you place on such information is strictly at your own risk. None of the material on the Website is to be taken as advice of any kind.

4. No Representations or Warranties

This Website is made available to you on an "as is" basis. We expressly deny any and all warranties and representations, express or implied, regarding this Website. For greater certainty, we do not represent nor warrant that the use of this Website will satisfy your purposes, nor that use of this Website will be uninterrupted or free of inaccuracies.

5. International Use

We make no representation that materials on this site are appropriate or available for use in locations outside Canada. If you access this site from other locations, you agree that you are doing so on your own initiative and that you are wholly responsible for compliance with local laws.

6. Third Party Websites

From time to time this Website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s). You agree that we will not be liable in any way, either directly or indirectly, for any loss or damage of any kind incurred as a result of, or in connection with the use of or reliance on any content, goods or services available through such third parties.

7. Limited Liability

We take no responsibility for, and will not be liable for, any error or inaccuracies in any content or the Website being temporarily unavailable due to technical issues beyond our control. We are not responsible for any loss or damage, including without limitation loss or damage arising from the loss of data, revenue, salary, profits, or reputation in connection with the use of this Website. We reserve the right at any time and from time to time to modify, discontinue, or otherwise make unavailable, temporarily or permanently, the Website, or any part thereof, with or without notice and solely at our discretion. We will not be liable to you or any third party for any loss or damage relating to such modification, discontinuance, or unavailability of the Website. Any claim against us shall be limited to the amount you paid, if any, for use of the Website.

8. Changes to the Services and Fees

In connection with any purchase of services or materials from this Website, we do not make any promise regarding the continuation of any current features or functionality or delivery of any future functionality or features. We have the right to change any of the features on this Website or the services being offered in this Website. We also reserve the right to change any fees and initiate any new fees in connection with the Website or services being offered.

9. Compliance with Intellectual Property Laws

You agree to abide by all laws, including intellectual property laws, when you use the Website. You will be solely responsible for breaching any laws in association with your use of the Website.

10. Termination, Unauthorized Use

Unauthorized use of this Website may give rise to a claim for damages and/or result in you being held liable for a criminal offence in a court of law. In addition, we reserve the right to terminate your access to our Website for any reason, and to take any other actions that we, in our sole discretion, believe to be in the interest of us or our customers as a whole.

11. Indemnity

You agree to indemnify and hold harmless Tube Top Creative Inc. and its affiliates, and their respective directors, officers, shareholders, employees, agents, and licensors, from and against all losses, expenses, damages, and costs, including reasonable lawyers' fees, resulting from your acts, omissions, access to or use of this Website, your violation of these Terms, your breach of your representations and warranties hereunder, or your violation, or violation by any other user under your name, of any laws, including intellectual property laws, or other right of any entity or person in relation to your use of the Website. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification, in our sole discretion. In such event, you shall provide us with such cooperation as is reasonably requested by us.

12. Relationship

These Terms do not create a joint venture, partnership, employment, or agency relationship between us and you.

13. Privacy

Certain information that we collect about you is subject to our Privacy Policy. Please see our full Privacy Policy at:

https://342fdbef-7542-4a3a-bcff-d60aecb07114.filesusr.com/ugd/4a2ecd_131e851709164cb390672db71bdced54.pdf

14. Severability

The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision of these Terms and any such invalid or unenforceable provision shall be deemed to be severable.

15. Waiver

No waiver of any breach of any provision of these Terms shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by the waiving party.

16. Assignment

We have the right to assign these Terms in relation to a merger, acquisition, corporate reorganization, by operation of law or otherwise.

17. Jurisdiction

The laws of the Province of British Columbia, Canada and the federal laws of Canada applicable therein govern these Terms and any dispute of any sort that might arise between you and us. Except as otherwise provided herein, you agree that any claim, whether at law or equity, arising out of or related to the provision of services or materials by us, regardless of the date of accrual of such dispute, will be within the exclusive jurisdiction of the courts of British Columbia, Canada.

18. Contact

If you have any questions or concerns about our Terms, please contact us in writing at alex@tubetopcreative.com