



**Infraconx IT Solutions Inc.
Terms of Use**

Last Updated: January 3, 2025

1. Modifications of Terms

Infraconx reserves the right to modify these Terms of Use at any time, and any such modifications shall be effective immediately upon posting on our website. It is your responsibility to review these Terms of Use periodically to remain informed of any changes. Your continued use of the Site following the posting of any modifications constitutes your acceptance of the revised terms.

2. Modification of Website; Downtime

Infraconx reserves the right to modify, suspend, or discontinue, temporarily or permanently, the Site or any part of it, with or without notice. We are not liable for any modification, suspension, or discontinuation of the Site. We do not guarantee that the Site will be available at all times and may experience downtime or disruptions due to maintenance, technical issues, or other reasons beyond our control.

3. License

Infraconx grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Site for your personal, non-commercial use, subject to these Terms of Use. This license does not include any resale or commercial use of the Site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Site or its contents; or any use of data mining, robots, or similar data gathering and extraction tools.

4. Permitted Use

You agree to use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

- In any way that violates any applicable federal, state, local, or international law or regulation.
- To exploit, harm, or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate Infraconx, an Infraconx employee, another user, or any other person or entity.
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm Infraconx or users of the Site or expose them to liability.

5. Suspension and Termination of Access

Infraconx reserves the right to suspend or terminate your access to the Site, without notice, for any conduct that Infraconx, in its sole discretion, believes is in violation of any applicable law or is harmful to the interests of another user, a third party, or Infraconx. Infraconx also reserves the right to terminate your access to the Site for any reason, including but not limited to inactivity or any other reason deemed necessary by Infraconx.

6. Content

All content on the Site, including but not limited to text, graphics, logos, images, audio clips, video clips, data compilations, software, and the compilation thereof, is the property of Infraconx or its content suppliers and is protected by international copyright and trademark laws. Unauthorized use of the content on the Site is strictly prohibited and may violate copyright, trademark, and other laws.

7. Disclaimers and Limitation of Liability

The Site and all content, products, and services included on or otherwise made available to you through the Site are provided by Infraconx on an “as is” and “as available” basis, unless otherwise specified in writing. Infraconx makes no representations or warranties of any kind, express or implied, as to the operation of the Site or the information, content, materials, products, or services included on or otherwise made available to you through the Site. You expressly agree that your use of the Site is at your sole risk.

To the full extent permissible by applicable law, Infraconx disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Infraconx does not warrant that the Site, information, content, materials, products, or services included on or otherwise made available to you through the Site, Infraconx’s servers, or electronic communications sent from Infraconx are free of viruses or other harmful components. Infraconx will not be liable for any damages of any kind arising from the use of the Site or from any

information, content, materials, products, or services included on or otherwise made available to you through the Site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing.

8. Indemnification

You agree to indemnify, defend, and hold harmless Infraconx, its affiliates, officers, directors, employees, agents, licensors, and suppliers from and against all claims, liabilities, losses, expenses, damages, and costs, including reasonable attorneys' fees, arising out of or relating to your use of the Site, your breach of these Terms of Use, or your violation of any law or the rights of a third party.

9. Children

The Site is not intended for use by individuals under the age of 18. By using the Site, you affirm that you are at least 18 years of age or older. If you are under 18, you are not permitted to use the Site.

10. Trademarks

Infraconx and all related names, logos, product and service names, designs, and slogans are trademarks of Infraconx or its affiliates or licensors. You must not use such marks without the prior written permission of Infraconx. All other names, logos, product and service names, designs, and slogans on the Site are the trademarks of their respective owners.

11. Website Links

The Site may contain links to third-party websites that are not owned or controlled by Infraconx. These links are provided for your convenience only and do not imply any endorsement by Infraconx of the content on such third-party websites. Infraconx has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party websites. You access third-party websites at your own risk and should review the terms and conditions and privacy policies of such websites before using them.

12. Jurisdiction

These Terms of Use shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without regard to its conflict of law principles. Any legal action or proceeding arising out of or relating to these Terms of Use or the Site shall be instituted exclusively in the federal or provincial courts located in Ontario, Canada. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

13. Force Majeure

Infraconx shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

14. Waiver

The failure of Infraconx to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms of Use will be effective only if in writing and signed by Infraconx.

15. Survival of Agreement

All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

16. Entire Agreement

These Terms of Use constitute the entire agreement between you and Infraconx with respect to the use of the Site and supersede all prior or contemporaneous communications and proposals, whether oral or written, between you and Infraconx with respect to the Site.

17. Severability

If any provision of these Terms of Use is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

18. Termination

Infraconx reserves the right to terminate or suspend your access to the Site and/or your account at any time, without notice, for conduct that Infraconx, in its sole discretion, believes is in violation of these Terms of Use or is harmful to the interests of Infraconx, its users, or third parties, or for any other reason deemed necessary by Infraconx.

19. Assignment

You may not assign or transfer any of your rights or obligations under these Terms of Use without the prior written consent of Infraconx. Infraconx may assign or transfer any or all of its rights under these Terms of Use, in whole or in part, without obtaining your consent or approval.

20. Electronic Documents

These Terms of Use and any other agreements, notices, or communications between you and Infraconx may be provided to you electronically. You agree to receive all communications from Infraconx in electronic form and acknowledge that such communications satisfy any legal requirement that such communications be in writing.

21. Contact Us

If you have any questions or concerns about these Terms of Use or our practices, please contact us at:

- **Email:** support@Infraconx.com
- **Phone:** 416-558-8929
- **Mailing Address:** We primarily operate as an online company.