

TERMS & CONDITIONS

These terms and conditions govern the use of www.jumplabs.ca. The site is owned by Function Labs Incorporated and is a promotional vehicle for fitness and recreational training.

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

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION 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 Function Labs Inc. 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.

Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreats other users of our Site or affiliates.
- Violate the rights of other users of our site.
- Violate the intellectual property rights of the Site owners or any third party to the site;
- Hack into the account of another user of the Site.
- Act in any way that could be considered fraudulent; or
- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our site. We also reserve the right to take any legal steps necessary to prevent you from accessing our site.

Limitation of Liability

Function Labs Inc. 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 Function Labs Inc. 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 Federally, and by the Province of Ontario.

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and Function Labs Inc. are unable to resolve any dispute through informal discussion, then you and Function Labs Inc. 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 Function Labs. Inc.

Notwithstanding any other provision in these Terms and Conditions, you and Function Labs Inc. 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:

647-717-8990

info@jumplabs.ca

1472 King. St. w.

You can also contact us through the feedback form available on our site.

Effective Date: 1st day of May, 2024

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