

EMPOR INC. TERMS OF USE

Last Updated: January 13, 2025

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1. Introduction and Acceptance

Welcome to EMPOR INC. ("Empor," "we," "us," or "our"). Empor operates an online marketplace ("Platform") accessible via our website at <https://www.empor.ca/> and our mobile application ("App"). By accessing or using our Platform, you ("User," "you," or "your") agree to comply with and be bound by these Terms of Use ("Terms"), our Privacy Policy, and all applicable laws and regulations.

IMPORTANT: Please read these Terms carefully before using the Platform. If you do not agree with these Terms, you must not use our services.

2. Overview of Services

2.1 Empor's Mission and Sustainability Commitment

Empor Inc. is committed to fostering a sustainable marketplace that supports university students in reducing waste, reusing goods, and promoting eco-friendly consumption. Our mission is to create a structured, secure environment that enhances and facilitates pre-existing student communities, encouraging responsible practices in buying, selling, exchanging, and renting goods or services within university communities.

2.2 Description of Services

Empor provides an online Platform where verified university students can:

- a. **Buy, Sell, and Exchange Goods and Services:** Engage in transactions involving, but not limited to, textbooks, electronics, clothing, furniture, event-tickets and other student-related items and services.
- b. **Community Interaction:** Connect with other students to foster a safe and transparent marketplace.

2.3 University Verification

To ensure a secure community, Empor requires all Users to verify their university affiliation through a valid and current university-issued email address. This verification process helps mitigate risks associated with informal and opaque transactions. We may request that you link your university-issued email address, and, for the duration of your account's active status, keep it linked, as to maintain security and transparency for all users.

2.4 Sustainability Initiatives

Empor encourages sustainable practices by:

- a. **Promoting Reuse:** Facilitating the exchange of pre-owned items to reduce waste.
- b. **Educational Resources:** Providing guidance on waste reduction through carbon-report models.
- c. **Carbon Footprint Awareness:** Striving to reduce our environmental impact through responsible server usage and green energy initiatives.

2.5 Service Availability and Changes

Empor continually evolves its services to meet the needs of the student community. We reserve the right to modify or discontinue any aspect of the Platform at any time with 7 days notice.

2.6 Accessibility Commitment

Empor Inc. is committed to making our Platform accessible in accordance with the Accessibility for Ontarians with Disabilities Act (AODA). We strive to ensure that our services are accessible to users with disabilities and

are continually improving usability. If you experience any barriers or have suggestions on how we can improve accessibility, please contact us at accessibility@empor.ca.

2.7 Environmental Responsibility

Empor is dedicated to environmental stewardship and encourages users to engage in sustainable practices, including:

- a. **Eco-Friendly Shipping:** Use recyclable or biodegradable packaging materials.
- b. **Digital Transactions:** Opt for electronic receipts and documentation to reduce paper usage.
- c. **Resource Conservation:** Promote the reuse and recycling of goods to minimize waste.

3. Definitions

- a. **"Platform":** The online marketplace operated by Empor, including the website, mobile application, and all related services.
- b. **"User(s)" or "You":** Individuals who access or use Empor's Platform, including buyers, sellers, and other participants.
- c. **"Exchanges":** Any mutually agreed-upon transfer or swap of goods, services, or other items of value between Users on the Platform. This includes, but is not limited to, direct trades, barter, rentals, or any other forms of non-monetary transactions facilitated through Empor. Exchanges are expected to comply with Empor's policies and are subject to all applicable terms of use, including safety and security guidelines.
- d. **"Personal Information":** Any information that can identify an individual, such as names, email addresses, contact details, and university affiliation.
- e. **"User-Generated Content":** Any content created and shared by Users, including listings, photos, reviews, and comments.
- f. **"Third-Party Services":** Services provided by external entities integrated into the Platform (e.g., Stripe for payments).
- g. **"Transaction":** Any exchange or transfer of goods, services, or payments conducted between Users on the Platform.
- h. **"University Verification":** The process of verifying User eligibility based on university affiliation using a valid university-issued email address.
- i. **"Material Change":** Any significant update to the Terms or policies that may affect User rights or obligations.
- j. **"Community Standards":** Rules and expectations set by Empor to maintain a respectful and safe environment.
- k. **"Applicable Law":** All relevant laws, statutes, regulations, ordinances, and governmental directives applicable in the Province of Ontario and Canada.

4. User Responsibilities and Conduct

4.1 Age Requirements

- a. **Minimum Age:** You must be at least **17 years old** to use the Platform.
- b. **Eligibility Based on Enrollment Status:** While Empor does not enforce a maximum age limit, as university enrollment is not restricted by age, we maintain strict access guidelines based on enrollment status. Only individuals who are currently enrolled in a recognized university program or are recent graduates within a two-year period post-graduation may access the Platform. Recent graduates are permitted to use the

Platform for up to two years after graduation to continue supporting their student communities. After this period, accounts will be deactivated automatically to ensure compliance with our security policies. Any attempts to access the Platform beyond the permitted time frame are strictly prohibited.

- c. **University Verification:** All Users must verify their university affiliation using a valid university-issued email address.
- d. **Prohibition for Minors:** Individuals under the age of 17 are strictly prohibited from accessing or using the Platform. There are no exceptions to this clause.

4.2 Account Security

- a. **Account Information:** You are responsible for maintaining the confidentiality of your account credentials. Empor recommends you do not share these credentials with anyone.
- b. **Unauthorized Access:** Notify us immediately at support@empor.ca if you suspect any unauthorized use of your account.
- c. **Liability:** You are liable for all activities conducted through your account unless you have notified us of a security breach. In the event we are notified of a security breach, we will deactivate your account, after which, an investigation will ensue to determine the parties held liable, and the appropriate consequences for said parties if damages occurred.

4.3 Accurate Information

- a. **Truthful Details:** Provide accurate, current, and complete information in your profile and listings.
- b. **Updates:** Promptly update any information to keep your account details accurate.
- c. **Misrepresentation:** Misleading or false information may result in suspension or termination of your account.

4.4 Respectful Communication

- a. **Professional Conduct:** Interact with other Users respectfully and courteously.
- b. **Harassment Prohibited:** Harassment, abusive language, discrimination, or hate speech is strictly forbidden.

4.5 Content Standards

- a. **Appropriate Content:** Ensure all User-Generated Content complies with these Terms and applicable laws.
- b. **Prohibited Content:** You are prohibited from listing illegal, offensive, defamatory, or infringing content, within the confines of Canadian law. If a user is held responsible for posting such, Empor reserves the right to terminate their account and take legal action accordingly.
- c. **Intellectual Property Rights:** Respect the intellectual property rights of others.

4.6 Transaction Commitments

- a. **Honoring Agreements:** Fulfill all obligations when you commit to a transaction.
- b. **Communication:** Maintain open communication with transaction parties.
- c. **Cancellations:** Avoid unwarranted cancellations; they erode trust within the community.

4.7 Privacy and Confidentiality

- a. **Respect Privacy:** Do not disclose personal information of other Users without consent.
- b. **Data Protection:** Comply with applicable privacy laws and our Privacy Policy. See Privacy Policy on our Website.
- c. **Confidential Information:** Do not misuse any confidential information obtained through the Platform.

4.8 Reporting Violations

- a. **Report Issues:** Notify us of any violations of these Terms or suspicious activities.
- b. **Contact:** Reports can be made to support@empor.ca.
- c. **Good Faith:** Provide accurate information when reporting; false reports may result in action taken against you.

4.9 Prohibited Activities

- a. **Illegal Activities:** Do not engage in activities that violate any laws under Canadian federal, provincial, and municipal laws.
- b. **Fraud and Deception:** Fraudulent activities, including impersonation and scamming, are strictly prohibited.
- c. **Platform Integrity:** Do not interfere with or disrupt the integrity or performance of the Platform.
- d. **Legal Recourse for Fraudulent Activities:** If you are found responsible or implicated in any fraudulent activities on the Platform, Empor reserves the right to pursue legal action against you. This may include seeking compensation for damages in an amount we determine appropriate based on the harm caused to our operations, reputation, and users.

4.10 Prohibited Items and Activities

Users are prohibited from buying, selling, or exchanging the following items and engaging in the following activities on the Platform:

- a. **Illegal Items:** Any goods or services that are illegal under Canadian federal, provincial, and municipal laws. This includes, but is not limited to, controlled substances, counterfeit goods, unlicensed services, and items that violate intellectual property rights. Examples include illegal drugs, firearms, and goods that infringe on copyright or trademark protections.
- b. **Controlled Substances:** Drugs, drug paraphernalia, and other controlled substances.
- c. **Weapons:** Firearms, ammunition, explosives, and other weapons.
- d. **Stolen Property:** Items that are stolen or obtained through illegal means.
- e. **Counterfeit Goods:** Unauthorized replicas or copies of branded items.
- f. **Endangered Species:** Products derived from endangered or protected wildlife.
- g. **Fraudulent Activities:** Activities intended to defraud other users.
- h. **Hate Speech and Discrimination:** Content promoting hate, violence, or discrimination.

Empor reserves the right to remove listings and take appropriate action against users violating this policy.

4.11 Electronic Communications

By using the Platform, you consent to receive electronic communications from Empor, including messages, SMS, notifications, and disclosures via email or through the Platform. You agree that all communications provided electronically satisfy any legal requirement that such communications be in writing.

5. User-Generated Content and Intellectual Property

5.1 Ownership of Content

- a. **User Ownership:** You retain ownership of all content you post on the Platform.
- b. **License to Empor:** By posting content, you grant Empor a worldwide, non-exclusive, royalty-free, revocable license to use, display, reproduce, modify, and distribute your content solely for the purpose of operating and promoting the Platform.
- c. **Termination of License:** This license ends when you delete your content or account, except where your content has been shared with others who have not deleted it.

5.2 Compliance with Laws

- a. **Lawful Content:** All content must comply with applicable laws, including the **Copyright Act (R.S.C., 1985, c. C-42)**.
 - a) The **Copyright Act** is a Canadian law that protects original creative works—like books, music, art, and films—by giving creators the exclusive right to control how their work is used. This means that others need permission to copy, share, or adapt someone else’s work, helping ensure that creators are fairly credited and compensated.
- b. **No Infringement:** Do not upload content that infringes on the intellectual property rights of others.
- c. **User Responsibility:** You are solely responsible for the content you post and any consequences thereof.

5.3 Monitoring and Enforcement

- a. **Right to Remove:** Empor reserves the right to remove any content that violates these Terms or applicable laws.
- b. **No Obligation to Monitor:** While we may monitor content, we are not obligated to do so.
- c. **Reporting Infringements:** If you believe your intellectual property rights have been infringed, contact Michael Tonner at michael@empor.ca.

5.4 Empor's Intellectual Property

All content on the Platform, including text, graphics, logos, icons, images, audio clips, digital downloads, data compilations, and software, is the property of Empor Inc. or its content suppliers and is protected by Canadian and international copyright laws. You may not use, reproduce, modify, distribute, or create derivative works of any of Empor's intellectual property without express written consent.

6. Transactions and Liability

6.1 Transaction Responsibility

- a. **User Agreement:** Transactions are strictly between Users, with Empor acting solely as a facilitator to connect buyers and sellers; Empor holds no involvement or liability in the agreements or outcomes of these transactions.
- b. **Due Diligence:** Users are solely responsible for assessing the legitimacy, quality, and condition of items or services before completing any transaction. Empor does not verify, endorse, or guarantee any listing or User, so each User should exercise caution and verify details independently.
- c. **Assumption of Risk:** Users assume full responsibility for all risks associated with transactions on the Platform, including risks related to product authenticity, and fulfillment delays. Users should use good judgment and take reasonable precautions when interacting with others.

6.2 Refunds and Returns

- a. **Mutual Agreement:** Refunds and returns are matters solely between the buyer and seller and must be negotiated and agreed upon by both parties directly.
- b. **Empor's Role:** Empor does not manage, facilitate, or enforce refund or return policies and will not intervene in refund-related matters. Empor provides no guarantees for refunds or returns on the Platform.
- c. **Clear Policies:** Sellers are encouraged to clearly outline their refund and return policies within their listings to help avoid misunderstandings or disputes.

6.3 Exchanges

- a. **Permitted Exchanges:** Exchanges are allowed if mutually agreed upon by both parties. Users are encouraged to communicate clearly about the terms of any exchange. For safety and security, Empor recommends arranging exchanges in public locations such as on campus or in other familiar areas, preferably during daylight hours. Whenever possible, consider bringing a friend or notifying someone of your plans. Empor is committed to fostering a safe, secure, and transparent marketplace for all users.
- b. **User Coordination:** Users are solely responsible for managing the logistics and conditions of any exchange, including meeting arrangements and item inspections.
- c. **Empor's Liability:** Empor holds no liability for any issues, delays, or dissatisfaction arising from exchanges. All exchanges are at the discretion and risk of the Users involved. Please use good judgment surrounding all parameters of an exchange. If you're not comfortable with the terms of an exchange, do not execute that exchange.

6.4 Lost, Broken, or Stolen Items

- a. **No Liability:** Empor shall not be held liable for any loss, damage, or theft of items occurring during transactions or while in transit between users. Users are encouraged to exercise caution, good judgment, and act in good faith when participating in Empor's buying, selling, or rental services.

6.5 Transaction Disputes

- a. **Resolution Between Users:** Users should first attempt to resolve any disputes directly with each other, using clear and respectful communication.
- b. **Empor's Assistance:** Although Empor is under no obligation to mediate, it may, at its sole discretion, provide guidance or limited support if requested, without any guarantee of resolution.
- c. **Legal Action:** Empor does not assume responsibility or involvement in legal disputes between Users. Users who wish to pursue legal action are responsible for doing so independently and at their own expense.

6.6 Limitation of Liability

- a. **Indirect Damages:** Empor disclaims liability for any indirect, incidental, special, or consequential damages, including lost profits or data, arising from use of the Platform or transactions conducted through it.
- b. **Maximum Liability:** The maximum liability of Empor to any User will not exceed the total fees paid by that User to Empor within the six-month period immediately preceding the event that gave rise to the claim.

6.7 Tax Responsibilities

- a. **User Obligation:** Users are responsible for determining and meeting their own tax obligations related to transactions conducted on the Platform. Empor does not manage or report Users' tax liabilities.
- b. **No Tax Advice:** Empor does not provide tax advice or guidance on tax obligations. Users should consult with a tax professional to understand their individual responsibilities.

7. Compliance with Laws and Regulations

7.1 Applicable Laws

Empor Inc. complies with all applicable federal and provincial laws and regulations, including but not limited to:

- a. **Personal Information Protection and Electronic Documents Act (PIPEDA):** With respect to the collection, use, and disclosure of personal information. See Privacy Policy for full information.
- b. **Canada's Anti-Spam Legislation (CASL):** In relation to sending commercial electronic messages.
- c. **Accessibility for Ontarians with Disabilities Act (AODA):** Ensuring digital accessibility for people with disabilities.

7.2 Data Subject Rights

Under applicable laws, including PIPEDA, you have the following rights regarding your personal information:

- a. **Access:** Request access to the personal information we hold about you.
- b. **Correction:** Request corrections to inaccurate or incomplete personal information.
- c. **Withdrawal of Consent:** Withdraw your consent to the processing of your personal information.
- d. **Deletion:** Request the deletion of your personal information, subject to legal limitations.
- e. **Data Portability:** Request a copy of your personal information in a structured, commonly used, and machine-readable format.

To exercise these rights, please contact Michael Tonner, michael@empor.ca. We will respond to your request within 30 days, in accordance with PIPEDA.

7.3 Minors Privacy Protection

Empor strictly prohibits the collection of personal information from individuals under the age of 17. If it is discovered that personal information from a minor under 17 has been collected without verified parental or guardian consent, Empor will immediately and permanently delete such information from all records. We are fully committed to protecting minors' privacy and will take all necessary actions to ensure compliance with applicable privacy laws and regulations.

8. Payments and Third-Party Services

8.1 Payment Processing

- a. **Third-Party Provider:** Payments on Empor's platform are processed through **Stripe**. By using our payment services, you agree to **Stripe's Services Agreement** available at <https://stripe.com/ca/legal>.
- b. **User Compliance:** You are responsible for complying with all terms and conditions set forth by Stripe when using the payment processing services.

8.2 In-App Purchases

- a. **App Store Terms:** In-app purchases are subject to the terms of the app store from which you downloaded the App (e.g., Apple's App Store, Google Play).
- b. **Billing and Transactions:** All billing and transaction processes are governed by the respective app store's terms.

8.3 Fees and Charges

- a. **Service Fees:** Empor charges a **5% service fee and a fixed CAD \$0.50 fee on each transaction** made through the platform via Stripe. This fee covers all Stripe processing fees, as well as costs associated with data storage, website maintenance, and platform operations, to support the growth and functionality of our student marketplace.
- b. **Stripe Charges:** Stripe charges Empor a base fee of 2.9% of the transaction amount plus CAD \$0.30 for each domestic card transaction. For international card payments, an additional fee of 0.8% applies. If a transaction involves currency conversion, an extra 2% fee is added. These additional Stripe fees are cumulative and will be applied to the base fee as necessary, depending on the transaction type.
 - a) **Basic Coverage:** Empor covers the standard Stripe transaction fee of **2.9% + CAD \$0.30** for domestic card payments.
 - b) **Non-Standard Transactions:** If a transaction involves additional Stripe fees beyond the standard domestic card payment—such as international card fees, currency conversion, dispute fees, or special payment methods—these extra costs will be deducted from the amount owed to you. Empor does not assume responsibility for any non-standard Stripe fees incurred by Users.
- c. **User Responsibility for Fees:** The Empor service fee includes only the Basic Coverage Stripe fees and is automatically applied to each transaction to cover processing costs and platform support. Empor recommends using a Canadian bank card to avoid Non-Standard Transaction fees, as users are responsible for any additional fees associated with these transactions.

- d. **Taxes:** You, the User, are responsible for any applicable taxes arising from transactions on the platform.

8.4 Third-Party Services Integration

- a. **Scope of Responsibility:** While Empor integrates third-party services to enhance functionality, we are not responsible for the security, privacy, or functionality of these third-party services.
- b. **User Responsibility:** You are responsible for reviewing and complying with the terms of any third-party service you interact with through the Platform.
- c. **Data Security:** Empor takes measures to protect user data shared within our Platform and with our third-party partners. See Empor's Privacy Policy for more details, located on the Empor Website.

9. Data Protection and Privacy

9.1 Personal Information

- a. **Collection and Use:** Empor collects and uses Personal Information in accordance with our Privacy Policy. See our Privacy Policy for more details.
- b. **Consent:** By using the Platform, you consent to the collection, use, and disclosure of your Personal Information as described in the Privacy Policy.
- c. **Data Minimization:** Empor is committed to collecting only the minimum amount of data necessary to deliver our services effectively. We collect and process personal information strictly for purposes that align with providing, maintaining, and improving the Platform, ensuring security, and complying with legal obligations. We do not collect data that is unnecessary or unrelated to these core functions. Empor regularly reviews its data collection practices ensuring they remain aligned with this principle and to limit data retention to the shortest period necessary to fulfill these purposes. Any personal information collected is handled in accordance with our Privacy Policy and relevant data protection regulations.

9.2 Data Security

- a. **Protective Measures:** Empor employs security measures to protect your data, including encryption and authentication tools.
- b. **No Absolute Security:** While we strive to protect your information, we cannot guarantee absolute security.

9.3 Cookies and Tracking Technologies

- a. **Use of Cookies:** Empor uses cookies to enhance user experience, analyze usage, and for marketing purposes.
- b. **Third-Party Tracking:** We may use third-party services like **Google Analytics** and **Facebook Ads**.
- c. **User Control:** You can manage cookie preferences through your browser settings.

9.4 Data Retention

- a. **Retention Periods:** Personal Information is retained only as long as necessary to fulfill the purposes outlined in the Privacy Policy.
- b. **Deletion Requests:** You may request deletion of your Personal Information by contacting support@empor.ca.

Please refer to Empors Privacy Policy on our Website for a more in-depth look into how we use your data.

10. Limitation of Liability and Indemnification

10.1 Limitation of Liability

- a. **As-Is Basis:** The Platform is provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. Users acknowledge that Empor makes no representations or guarantees regarding the availability, reliability, or accuracy of the Platform.
- b. **No Warranty:** Empor disclaims all warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Empor does not warrant that the Platform will meet Users' specific needs or be free from errors, interruptions, or security issues.
- c. **Indirect Damages:** Empor is not liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of data, profits, or reputation, arising from or related to the use of the Platform, even if Empor has been advised of the possibility of such damages.
- d. **Maximum Liability:** In no event shall Empor's total cumulative liability to a User exceed the total fees paid by that User to Empor in the six months prior to the event that gave rise to the claim. This limitation applies regardless of the form of action, whether in contract, tort, or otherwise, to the fullest extent permitted by law.

10.2 User Responsibility

- a. **Assumption of Risk:** By accessing and using the Platform, you agree to do so at your own risk. Empor is not responsible for any interactions, transactions, or other activities that occur on the Platform, and you acknowledge that you are fully responsible for any risks associated with its use.
- b. **Interactions with Others:** You are solely responsible for your interactions with other Users. Empor does not conduct background checks or verify the identity, conduct, or suitability of Users. Exercise caution and sound judgment when engaging with others on the Platform.
- c. **Compliance with Laws:** You agree to comply with all applicable federal, provincial, and local laws, regulations, and ordinances in connection with your use of the Platform. This includes, but is not limited to, compliance with tax obligations, intellectual property laws, and privacy regulations.

10.3 Indemnification

- a. **Your Obligation:** You agree to indemnify, defend, and hold harmless Empor, its affiliates, directors, officers, employees, and agents from any claims, liabilities, damages, losses, costs, or expenses, including reasonable legal fees, arising out of or related to your use of the Platform, your violation of these Terms, or any infringement of rights of a third party.
- b. **Scope:** This indemnification extends to claims arising from User-generated content, interactions with other Users, and any transaction-related disputes. This includes, but is not limited to, claims related to intellectual property, defamation, breach of contract, and negligence.
- c. **Cooperation:** You agree to cooperate as fully as reasonably required in the defense of any claim. Empor reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

10.4 Exceptions

- a. **Non-Excludable Rights:** In certain jurisdictions, some exclusions or limitations of warranties and liabilities may not be permitted by law. To the extent such limitations are prohibited, Empor's liability is limited to the maximum extent permissible under applicable law.
- b. **Gross Negligence:** The limitations of liability set forth in this Agreement do not apply in cases where Empor's actions constitute gross negligence, willful misconduct, or fraud. In such cases, Empor's liability will be determined in accordance with applicable law but shall be limited to the greatest extent allowed by law.

10.5 Third-Party Interactions

Empor is not responsible for the actions, content, information, or data of third parties, and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties. Please refer to our Privacy Policy for more information on Third-Party interactions.

11. Modifications to Terms and User Feedback

11.1 Amendments to Terms

- a. **Right to Modify:** Empor reserves the right to modify these Terms at any time.
- b. **Notification:** Material changes will be communicated via email or notifications on the Platform 7 days prior to the execution of said changes.
- c. **Acceptance of Changes:** Continued use of the Platform after changes constitutes acceptance of the new Terms.

11.2 Explicit Consent for Material Changes

- a. **Consent Requirement:** For material changes affecting your rights, we will seek your explicit consent.
- b. **Opt-Out:** If you do not agree to the changes, you may discontinue use and request account termination. In such cases, please email support@empor.ca

11.3 Periodic Review

- a. **Annual Review:** Empor will conduct an annual review of the Terms to ensure compliance with laws and best practices.
- b. **User Responsibility:** Users are encouraged to review the Terms periodically.

11.4 User Feedback

- a. **Encouragement of Feedback:** We welcome your feedback on our policies and services.
- b. **Contact Information:** Send feedback to support@empor.ca.
- c. **Community Participation:** Your input helps us improve and tailor our services.

12. Dispute Resolution and Governing Law

12.1 Governing Law

- a. **Jurisdiction:** These Terms, and any disputes arising from them, are governed by and construed in accordance with the laws of the **Province of Ontario, Canada**, without regard to its conflict of law principles.
- b. **Conflict of Laws:** To ensure consistency, principles of conflicts of laws that would require or permit the application of laws of any jurisdiction other than Ontario are expressly excluded.

12.2 Initial Mediation

- a. **Good Faith Effort:** Before initiating formal dispute resolution, the parties agree to attempt to resolve any disputes in good faith through mediation by contacting Empor's support team at **support@empor.ca**. Both parties are encouraged to provide full cooperation and engage in open communication to resolve the matter.
- b. **Time Frame:** The parties have **30 days** from the initial contact to attempt to resolve the dispute informally. If a resolution cannot be reached within this period, either party may proceed to formal arbitration as outlined in these Terms.

12.3 Binding Arbitration

- a. **Arbitration Agreement:** If mediation efforts fail, the parties agree to resolve their disputes exclusively through binding arbitration under the **Arbitration Act, 1991 (Ontario)**. Arbitration is a private and confidential alternative to court proceedings.
- b. **Arbitrator Selection:** A single arbitrator will be appointed by mutual agreement between the parties. If the parties cannot agree on an arbitrator, one will be appointed by a judge from a court with jurisdiction in Ontario.
- c. **Location and Language:** Arbitration will take place in **Ontario, Canada**, with all proceedings conducted in **English**. Both parties may participate in person, by video, or by submitting documents as allowed by the arbitrator.
- d. **Final Decision:** The arbitrator's decision is final, legally binding, and enforceable in any court with jurisdiction. The right to appeal is limited and may only be permitted under specific circumstances as outlined by Ontario law.

12.4 Class Action Waiver

- a. **Individual Basis:** Any disputes must be resolved on an individual basis. By using the Platform, you waive any right to participate in a class action, collective action, or representative proceeding against Empor or its affiliates.
- b. **Non-Applicability:** This waiver does not apply where prohibited by applicable law. If any part of this class action waiver is found to be unenforceable, the unenforceable part will be severed, but the remaining terms will continue to apply.

12.5 Exceptions

- a. **Injunctive Relief:** Empor reserves the right to seek injunctive or equitable relief in a court of competent jurisdiction to protect its intellectual property rights, prevent unauthorized use of the Platform, or address any other situations where legal action is deemed necessary to prevent irreparable harm.
- b. **Small Claims Court:** If your dispute qualifies, you may bring an individual claim in small claims court in Ontario instead of proceeding to arbitration. This option is available only for claims within the monetary limits set by the small claims court.

12.6 Community Participation

- a. **Feedback and Dispute Prevention:** Empor values user feedback and encourages community participation to improve its services and foster a positive user experience. Users are encouraged to share concerns early, as Empor continuously reviews and adapts its policies based on user input to prevent disputes from arising.

13. General Terms

13.1 Assignment

- a. **By Empor:** Empor reserves the right to assign or transfer its rights and obligations under these Terms at its sole discretion, including in the event of a merger, acquisition, sale of assets, or other corporate restructuring. Such assignment or transfer does not require prior consent from Users.
- b. **By User:** You may not assign, transfer, or delegate any of your rights or obligations under these Terms without Empor's prior written consent. Any unauthorized assignment or transfer by you will be deemed null and void.

13.2 No Waiver

- a. **Enforcement:** Empor's failure to enforce or exercise any right, provision, or remedy outlined in these Terms shall not be construed as a waiver of that right, provision, or remedy. Empor reserves the right to enforce any and all provisions of these Terms at its discretion.
- b. **Cumulative Rights:** The rights and remedies provided in these Terms are cumulative and not exclusive of any other rights or remedies provided by law. This means that Empor may pursue multiple remedies at once or choose among them as appropriate.

13.3 No Agency

- a. **Independent Parties:** These Terms do not create any agency, partnership, joint venture, or fiduciary relationship between Empor and Users. Each party operates as an independent entity, and neither party has the authority to act or make commitments on behalf of the other.
- b. **No Fiduciary Duty:** Empor does not assume any fiduciary duty or special relationship of trust to Users beyond the obligations set forth in these Terms. Users agree that they are responsible for their own use of the Platform and assume any associated risks.

13.4 Severability

- a. **Invalid Provisions:** If any provision of these Terms is found to be unlawful, void, or unenforceable, that provision shall be severed from these Terms, and the remaining provisions shall remain valid and enforceable.
- b. **Reformation:** In the event that any provision is found invalid, the parties agree that such provision shall be modified or limited to the extent necessary to reflect the original intent of the provision, while preserving the remainder of these Terms.

13.5 Entire Agreement

- a. **Complete Terms:** These Terms, along with any additional policies, guidelines, or agreements referenced herein or provided on the Platform, represent the entire agreement between you and Empor. They supersede all prior or contemporaneous communications, understandings, and agreements, whether written or oral.
- b. **Supersession:** By accepting these Terms, Users agree that any prior representations, warranties, or agreements, whether expressed or implied, are replaced by these Terms and hold no further effect.

13.6 Force Majeure

- a. **No Liability:** Empor is not liable for any delay or failure to perform any obligation under these Terms due to events beyond its reasonable control, including but not limited to natural disasters, war, terrorism, cyberattacks, government action, strikes, labor disputes, supply shortages, or internet and utility outages.
- b. **Extended Force Majeure:** If a force majeure event continues for more than 30 days, Empor may terminate affected services or functionalities without liability, upon providing notice to Users.

13.7 Termination and Suspension

Empor reserves the right to suspend, restrict, or terminate your access to the Platform and/or your account, at its sole discretion, with or without notice, for any reason, including but not limited to violations of these Terms, unlawful activity, misuse of the Platform, or inactivity. In the event of termination:

- a. **Termination of Access:** Your right to use the Platform will cease immediately, and you must discontinue all use of the Platform and associated services.
- b. **Survival of Terms:** All provisions of these Terms that by their nature should survive termination shall remain in effect, including but not limited to provisions related to ownership, indemnity, disclaimers, and limitations of liability.

13.8 Notice

Empor may provide notices to you via email, postal mail, or in-app notifications. Notices shall be considered given:

- a. **Email:** 24 hours after an email is sent to the address provided during registration, unless Empor is informed that the email address is invalid.
- b. **Postal Mail:** Three days after the date of mailing to the address you provided during registration.

- c. **Platform Notifications:** Notices posted on the Platform are deemed given upon posting and apply immediately to all Users.

13.9 Survival

Provisions within these Terms that, by their nature, are intended to survive termination shall do so, including but not limited to those regarding intellectual property ownership, liability limitations, indemnity, dispute resolution, and governing law.

13.10 Language

- a. **Official Language:** These Terms and all related agreements, notices, and documents are drafted and available in English. Any translations provided are for convenience only, and in the event of any discrepancies, the English version shall prevail.
- b. **Express Will of the Parties:** It is the express will of the parties that these Terms and all related documents be drawn up in English. C'est la volonté expresse des parties que cette convention ainsi que tous les documents s'y afférents soient rédigés en anglais.

13.11 Governing Language

In the event of any conflict between the English language version of these Terms and any translation, the English language version shall govern.

14. Contact Information

For any questions, concerns, or requests regarding these Terms of Use or any other policies, please reach out to us using the following contact information. We are committed to addressing your inquiries in a timely and transparent manner:

- a. **Email Address:** For general support or inquiries related to these Terms, please contact us at **support@empor.ca**. This email is actively monitored, and we aim to respond within two business days.
- b. **Phone Numbers:** For urgent inquiries or specific questions, please feel free to contact:
 - a. **Michael Tonner, COO: (647) 391-1065**

Please note that our phone lines are available during standard business hours, Monday to Friday.

15. Confirmation of Agreement

By accessing, using, or interacting with the Platform, you confirm that you have read, understood, and agree to be bound by these Terms of Use and our Privacy Policy. Your continued use of the Platform signifies your acceptance of any modifications to these Terms as well, which may be updated from time to time. If you do not agree with any part of these Terms, you must discontinue your use of the Platform immediately.

Thank you for taking the time to read this. Pass the torch!