

# Terms and Conditions of Use

## **1. Acceptance of the Platform Terms and Conditions of Use**

- a. These Global Black Alliance Inc. Terms and Conditions of Use, together with any documents and/or additional terms they expressly incorporate by reference, (“**GBA Terms**”) govern the access or use by you, an individual, of any platform, applications, websites, and content Global Black Alliance, including the RealOnes application and jointhegba.com (the “**Platform**”). The GBA Terms constitute a legal agreement and are entered into by and between you and Global Black Alliance (“**GBA**”, “**we**,” “**us**,” “**our**”).
- b. **BY USING THE PLATFORM OR BY CLICKING TO ACCEPT THE TERMS AND CONDITIONS, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY, FOUND AT [HTTPS://JOINTHEGBA.COM/PRIVACY](https://jointhegba.com/privacy), INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE PLATFORM.**
- c. By using this Platform, you represent and warrant that you are the legal age of maturity under applicable law to form a binding contract with the GBA and meet all of the foregoing eligibility requirements. By creating a business profile on this Platform, you represent and warrant that you are an authorized representative with the authority to bind the business. If you do not meet all of these requirements, you must not access or use the Platform.

## **2. Modifications to the Terms and Conditions and to the Platform**

- a. We reserve the right in our sole discretion to revise and update these GBA Terms from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Platform. You agree to periodically review the GBA Terms in order to be aware of any such modifications and your continued use shall be your acceptance of these.
- b. The information and material on this Platform, may be changed, withdrawn, or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Platform is restricted to users or unavailable at any time or for any period.

## **3. Your Use of the Platform and Account Set-Up and Security**

- a. The security of your personal information is very important to us. We use physical, electronic, and administrative measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure.
- b. The safety and security of your information also depends on you. Users are responsible for obtaining their own access to the Platform. Users are required

to ensure that all persons who access the Platform through a user's internet connection are aware of these GBA Terms and comply with them. The Platform, including content or areas of the Platform, may require user registration. It is a condition of your use of the Platform that all the information you provide on the Platform is correct, current, and complete.

- c. Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Platform. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Platform.
- d. Your provision of registration information and any submissions you make to the Platform through any functionality such as applications, e-mail, message boards, profiles (collectively, "**Interactive Functions**") constitutes your consent to all actions we take with respect to such information consistent with our Privacy Policy, found at <https://jointhegba.com/privacy>.
- e. Any username, password, or any other piece of information chosen by you, or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree that should you be provided an account, your account is personal to you and you agree not to provide any other person with access to this Platform or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you logout from your account at the end of each session. You are responsible for any password misuse or any unauthorized access.
- f. We reserve the right at any time and from time to time, to disable or terminate your account, any username, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these GBA Terms.
- g. You are prohibited from attempting to circumvent and from violating the security of this Platform, including, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restricting, disrupting or disabling service to users, hosts, servers, or networks; (d) disrupting network services and otherwise disrupting Platform owner's ability to monitor the Platform; (e) using any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform; (f) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (g) otherwise attempting to interfere with the proper working of the Platform.

#### **4. Intellectual Property Rights and Ownership**

- a. You understand and agree that the Platform and its entire contents, features, and functionality, including, but not limited to, all information, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and arrangement, are owned by the GBA, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.
- b. The GBA name and all related names, logos, product and service names, designs, images, and slogans are trademarks of the GBA or its affiliates or licensors. You must not use such marks without the prior written permission of the GBA. Other names, logos, product and service names, designs, images, and slogans mentioned, or which appear on this Platform are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.
- c. Users are not permitted to modify copies of any materials from this Platform nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- d. If you print off, copy or download any part of our Platform in breach of these GBA Terms, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You have no right, title, or interest in or to the Platform or to any content on the Platform, and all rights not expressly granted are reserved by the GBA. Any use of the Platform not expressly permitted by these GBA Terms is a breach of these GBA Terms and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

#### **5. Conditions of Use and User Submissions and Site Content Standards**

- a. As a condition of your access and use, you agree that you may use the Platform only for lawful purposes and in accordance with these GBA Terms.
- b. The following content standards apply to any and all content, material, and information a user submits, posts, publishes, displays, or transmits (collectively, "**submit**") to the Platform, to other users or other persons (collectively, "**User Submissions**") and any and all Interactive Functions. Any and all User Submissions must comply with all applicable federal, provincial, local, and international laws, regulations, and terms of service.
- c. Without limiting the foregoing, you warrant and agree that your use of the Platform and any User Submissions shall not:
  - i. In any manner violate any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws

regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these GBA Terms and our Privacy Policy found at <https://jointhegba.com/privacy>.

- ii. In any manner violate the terms of use of any third-party Platform that is linked to the Platform, including but not limited to, any third-party social media Platform.
- iii. Include or contain any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such legally prohibited ground or be otherwise objectionable, such determination to be made in GBA's sole discretion.
- iv. Involve stalking, attempting to exploit or harm any individual (including minors) in any way by exposing them to inappropriate content or otherwise or ask for personal information as prohibited under applicable laws, regulations, or code.
- v. Involve, provide, or contribute any false, inaccurate, or misleading information.
- vi. Include sending, knowingly receiving, uploading, downloading, using, or reusing any material that does not comply with acceptable User Submissions.
- vii. Impersonate or attempt to impersonate the GBA, a GBA employee, another user, or any other person or entity (including, without limitation, by using email addresses, or screen names associated with any of the foregoing).
- viii. Encourage any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm the GBA or users of the Platform or expose them to liability.
- ix. Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- x. Give the impression that they originate from or are endorsed by us or any other person or entity, if this is not the case.

## **6. User Submissions: Grant of Licence**

- a. The Platform may contain Interactive Functions allowing User Submissions on or through the Platform.
- b. None of the User Submissions you submit to the Platform will be subject to any confidentiality by the GBA. By providing any User Submission to the Platform, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to a world-wide, royalty free, perpetual, irrevocable, non-exclusive licence to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose and according to your account settings and/or incorporate such material into any form, medium or

technology throughout the world without compensation to you. You further waive any moral rights or other rights of authorship as a condition of submitting any User Submission.

- c. By submitting the User Submissions, you declare and warrant that you own or have the necessary rights to submit the User Submissions and have the right to grant the licence hereof to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns to the User Submissions and comply with these GBA Terms. You represent and warrant that all User Submissions comply with applicable laws and regulations and terms set out in these GBA Terms.
- d. You understand and agree that you, not the GBA, are fully responsible for any User Submissions you submit or contribute, and you are fully responsible and legally liable, including to any third party, for such content and its accuracy. We are not responsible or legally liable to any third party for the content or accuracy of any User Submissions submitted by you or any other user of the Platform.

## **7. Site Monitoring and Enforcement, Suspension, and Termination**

- a. GBA has the right, without provision of notice to:
  - i. Remove or refuse to post on the Platform any User Submissions for any or no reason in our sole discretion.
  - ii. At all times, take such actions with respect to any User Submission deemed necessary or appropriate in our sole discretion, including, without limitation, for violating the GBA Terms.
  - iii. Terminate or suspend your access to all or part of the Platform for any or no reason, including, without limitation, any violation of these GBA Terms.
- b. YOU WAIVE AND HOLD HARMLESS THE GBA ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, AND SUCCESSORS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE RELATING TO ANY, INVESTIGATIONS BY EITHER THE GBA OR BY LAW ENFORCEMENT AUTHORITIES.
- c. We have no obligation, nor any responsibility to any party to monitor the Platform or its use, and do not and cannot undertake to review material that you or other users submit to the Platform. We cannot ensure prompt removal of objectionable material after it has been posted and we have no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party, subject to applicable laws.

## **8. No Reliance**

- a. Although we make reasonable efforts to update the information on our Platform, we make no representations, warranties, or guarantees, whether express or implied, that the content on our Platform is accurate, complete, or

up to date. Your use of the Platform is at your own risk and neither the GBA nor its subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever for your use of this Platform.

- b. This Platform includes content provided by third parties, including from other users and third-party licensors. All statements and/or opinions expressed in any such third-party content, other than the content provided by the GBA, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of the GBA. The GBA has no responsibility or liability whatsoever to you, or any third party, for the content or accuracy of any third-party materials.

## **9. Privacy**

- a. By submitting your personal information and using our Platform, you consent to the collection, use, reproduction, hosting, transmission, and disclosure of any such user content submissions in compliance with our Privacy Policy, found at <https://jointhegba.com/privacy>, as we deem necessary for use of the Platform.
- b. By using this Platform, you are consenting to the use of cookies which allow a server to recall previous requests or registration and/or IP addresses to analyze Platform use patterns. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. If you do, however, some areas of the Platform may not function adequately.

## **10. Third-Party Platforms**

- a. For your convenience, this Platform may provide links or pointers to third-party sites. We make no representations about any other sites that may be accessed from this Platform. If you choose to access any such sites, you do so at your own risk. We have no control over the contents of any such third-party sites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third-party sites.
- b. You agree to cooperate with us in causing any unauthorized framing or linking to immediately stop.

## **11. Geographic Restrictions**

The owner of the Platform is based in Ontario in Canada. We provide this Platform for use only by persons located in Canada. This Platform is not intended for use in any jurisdiction where its use is not permitted. If you access the Platform from outside Canada, you do so at your own risk and you are responsible for compliance with local laws of your jurisdiction.

## **12. Disclaimer of Warranties**

- a. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
- b. NEITHER THE GBA NOR ITS PARENT, SUBSIDIARIES, AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS MAKE ANY WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE PLATFORM OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER THE GBA NOR ITS PARENT, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS REPRESENT OR WARRANT THAT THE PLATFORM, ITS CONTENT, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- c. WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE PLATFORM WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE PLATFORM AND YOUR COMPUTER, INTERNET, AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE, COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY PLATFORM LINKED TO IT.

## **13. Limitation on Liability**

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL THE GBA NOR ITS PARENT, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY,

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, BREACH OF PRIVACY, OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OR RELIANCE ON, THE PLATFORM, ANY LINKED PLATFORMS OR SUCH OTHER THIRD-PARTY PLATFORMS, NOR ANY PLATFORM CONTENT, MATERIALS, POSTING, OR INFORMATION THEREON EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW.

#### **14. Indemnification**

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the GBA, its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these GBA Terms or your use of the Platform, including, but not limited to, your User Submissions, third-party sites, any use of the Platform's content, services, and products other than as expressly authorized in these Terms and Conditions.

#### **15. Governing Law and Choice of Forum**

- a. The Platform and these GBA Terms will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule (whether of the laws of the Province of Ontario or any other jurisdiction) and notwithstanding your domicile, residence, or physical location.
- b. Any action or proceeding arising out of or relating to this Platform and under these GBA Terms will be instituted in the courts of the Province of Ontario and/or the Federal Court of Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

#### **16. Waiver**

No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

#### **17. Severability**



If any term or provision of these GBA Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

### **18. Entire Agreement**

The GBA Terms and our Privacy Policy constitute the sole and entire agreement between you and GBA regarding the Platform and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

### **19. Reporting and Contact**

This Platform is operated by Global Black Alliance Inc. located at:  
18 King Street East, Suite 1400  
Toronto, Ontario  
M5C 1C4

Should you become aware of misuse of the Platform including libelous or defamatory conduct, you must report it to the GBA at [info@jointhegba.com](mailto:info@jointhegba.com)

All other feedback, comments, requests for technical support, and other communications relating to the Platform should be directed to [info@jointhegba.com](mailto:info@jointhegba.com)

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