

Terms & Conditions

Last Revised: July 10, 2026

1. Introduction

These Terms & Conditions ("Terms") govern your access to and use of the website located at <https://huroniasystems.ca>, our Client Portal, electronic signature platform, support services, and any other online services operated by Huronia Systems Ltd. ("Huronia Systems", "we", "us", or "our"), unless otherwise governed by a separate written agreement.

These Terms establish the general conditions governing your use of our Services and your relationship with Huronia Systems.

Certain services, including custom software development, website development, consulting, maintenance, hosting, and other professional services, may also be governed by a separate written agreement. Where a signed agreement exists, that agreement governs the applicable project and will prevail over these Terms to the extent of any inconsistency.

By accessing or using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms.

2. Eligibility

Our Services are intended for individuals and organizations capable of entering into legally binding agreements under applicable law.

By using our Services, you represent and warrant that:

- You have the legal authority to enter into these Terms.
- Any information you provide is accurate and complete.
- You will use our Services only for lawful purposes.
- Your use of our Services will not infringe the rights of any third party.

Where you act on behalf of a business or organization, you represent that you are authorized to bind that organization to these Terms and any applicable agreements.

3. Availability of Services

Huronia Systems provides professional technology services, which may include:

- Website development
- Custom software development
- Mobile application development
- Desktop application development
- API development
- Database design
- Managed hosting
- DNS management
- Network consulting
- Information technology support
- Graphic design
- Branding
- Search engine optimization
- Website maintenance
- Website audits
- Related professional technology services

Descriptions of our Services are provided for general informational purposes only.

Nothing contained within our website shall be interpreted as an obligation for Huronia Systems to provide any particular service or to accept any project.

Huronia Systems reserves the right to modify, discontinue, or refuse any product or service at its sole discretion, subject to any existing contractual obligations.

4. Right to Refuse Service

Huronia Systems reserves the right to decline any inquiry, quotation request, project, account, or ongoing service where, in our reasonable discretion, providing such services would:

- Be unlawful;
- Present an unreasonable financial, operational, or security risk;
- Conflict with our business practices or professional standards;
- Involve fraudulent, deceptive, abusive, or threatening conduct;

- Require services outside our expertise or operational capacity; or
- Otherwise be inappropriate under the circumstances.

Nothing in these Terms obligates Huronia Systems to accept any inquiry, quotation request, or project.

5. Client Accounts

Certain Services require a client account.

You are responsible for maintaining the confidentiality of your login credentials and for all activities occurring under your account.

You agree to:

- Maintain accurate account information.
- Protect your login credentials.
- Notify Huronia Systems promptly if you believe your account has been compromised.
- Use your account only for lawful and authorized purposes.

Huronia Systems may suspend or disable an account where reasonably necessary to protect our Services, comply with legal obligations, investigate suspected misuse, or enforce these Terms.

Creation of a client account does not, by itself, create a contractual obligation for Huronia Systems to provide professional services.

6. Communications

By providing contact information to Huronia Systems, you consent to receive communications relating to your account, inquiries, projects, invoices, support requests, maintenance notices, security notifications, and other service-related matters.

Such communications may be delivered through:

- Email;
- SMS;
- The Client Portal;
- Telephone; or

- Other reasonable methods of communication.

Transactional and service-related communications are considered an essential part of providing our Services and are not considered marketing communications.

7. Project Agreements

Huronia Systems provides many of its professional services pursuant to individual project agreements executed between Huronia Systems and the client.

Project agreements may govern matters including, but not limited to:

- Scope of work;
- Deliverables;
- Project timelines;
- Payment schedules;
- Intellectual property rights;
- Maintenance obligations;
- Hosting arrangements;
- Warranties; and
- Any other project-specific terms.

Where a signed project agreement exists, that agreement governs the applicable project.

In the event of any inconsistency between these Terms and a signed project agreement, the signed project agreement shall prevail to the extent of the inconsistency.

No statement, discussion, proposal, demonstration, estimate, recommendation, prototype, preview, email, text message, or other informal communication shall modify the scope of a project or create any contractual obligation unless expressly confirmed in writing by Huronia Systems or incorporated into a signed project agreement.

8. Quotations and Estimates

Unless otherwise stated in writing, all quotations issued by Huronia Systems are valid for thirty (30) calendar days from the date of issue.

Quotations are prepared using the information available at the time they are issued and are based upon the assumptions, requirements, and scope discussed with the client.

Unless expressly stated otherwise, quotations are estimates only and do not guarantee the availability of specific timelines, third-party services, products, or pricing beyond their stated validity period.

Huron Systems reserves the right to revise or withdraw a quotation prior to its acceptance.

Any modification to the agreed scope of work may require a revised quotation, additional fees, revised timelines, or a written change order before the additional work is performed.

9. Deposits

Unless otherwise agreed in writing, a deposit equal to twenty-five percent (25%) of the total quoted project value is required before work will commence.

Deposits secure project scheduling, resource allocation, and the commencement of work.

Once work has commenced, deposits become non-refundable except where otherwise required by applicable law or expressly provided for within the applicable project agreement.

Payment of a deposit constitutes acceptance of the applicable quotation. Where a separate project agreement is required, the project will not commence until that agreement has been executed unless Huronia Systems agrees otherwise in writing.

10. Payments

Invoices are due in accordance with the payment terms specified within the applicable invoice or project agreement.

Huron Systems accepts payment through the methods identified on the applicable invoice.

Unless otherwise agreed in writing, all outstanding balances must be paid in full before:

- Ownership of deliverables transfers to the client;
- Production-ready files are released;
- Source code is delivered;
- Administrative credentials are transferred;

- Websites or software are deployed into production on behalf of the client; or
- Final project materials are provided.

Huron Systems reserves the right to withhold delivery of any work until all outstanding amounts have been paid in full.

11. Late Payments

Invoices that remain unpaid after their due date may be subject to interest at a rate of two percent (2%) per month, calculated monthly, or the maximum rate permitted by applicable law, whichever is lower.

Clients are responsible for all reasonable costs incurred by Huronia Systems in recovering overdue amounts, including collection costs, legal fees where recoverable, and any associated administrative expenses.

Acceptance of a late payment does not waive Huronia Systems' right to enforce these Terms or any applicable project agreement.

12. Suspension of Services

Huron Systems reserves the right to suspend all or part of its Services without prior notice where reasonably necessary, including where:

- An invoice remains overdue;
- A client fails to comply with these Terms or an applicable project agreement;
- Continued provision of the Services presents a security, operational, or legal risk;
- Fraudulent, abusive, threatening, or unlawful conduct is suspected;
- Suspension is necessary to comply with applicable law or a lawful request from a governmental authority; or
- Suspension is reasonably necessary to protect Huronia Systems, its clients, infrastructure, or reputation.

Suspension of Services does not relieve the client of any outstanding payment obligations.

Where Services are suspended due to non-payment, Huronia Systems may require payment of all outstanding amounts, including any applicable interest or fees, before Services are restored.

13. Project Delays and Abandonment

Project timelines depend upon timely communication, approvals, content, and other information being provided by the client.

Where delays are caused by the client, project deadlines shall be extended by a reasonable period necessary to accommodate those delays.

Huronia Systems shall not be responsible for delays resulting from:

- Late approvals;
- Delayed communication;
- Failure to provide required content or materials;
- Requests for significant changes to the agreed scope of work; or
- Other delays outside the reasonable control of Huronia Systems.

Where a project remains inactive for sixty (60) consecutive days due primarily to client inactivity or failure to provide required information, Huronia Systems may consider the project abandoned.

Resuming an abandoned project may require:

- Payment of outstanding invoices;
- A restart fee;
- Revised project timelines;
- A revised quotation; or
- Execution of an updated project agreement where reasonably necessary.

14. Intellectual Property

Unless otherwise stated in a signed project agreement, Huronia Systems retains all rights, title, and interest in and to its intellectual property, including:

- Pre-existing software;
- Source code;
- Frameworks;
- Libraries;
- Templates;
- Utilities;
- Internal tools;
- Development environments;

- Deployment systems and scripts;
- Documentation;
- Designs;
- Processes;
- Workflows;
- Methods;
- Technical knowledge;
- Reusable components; and
- Other materials developed or owned by Huronia Systems independently of a particular client project.

No ownership interest, licence, or other right is granted to a client except where expressly stated in writing.

15. Ownership of Client Deliverables

Ownership of project deliverables transfers to the client only where:

- The applicable project agreement expressly provides for the transfer;
- The client has fulfilled all obligations under the applicable project agreement; and
- Huronia Systems has received payment in full for all amounts relating to the project.

Until those conditions have been satisfied, all deliverables remain the property of Huronia Systems.

Where ownership transfers, the transfer applies only to the deliverables specifically identified in the applicable project agreement.

The transfer does not include Huronia Systems' pre-existing materials, reusable components, development tools, internal systems, methods, or other retained intellectual property unless expressly agreed in writing.

Nothing in these Terms creates an implied assignment, licence, or transfer of intellectual property rights.

16. Preview and Draft Materials

Huron Systems may provide previews, demonstrations, prototypes, mockups, wireframes, screenshots, recordings, staging environments, draft documents, or other preliminary materials during a project.

All preview and draft materials remain the property of Huronia Systems unless ownership is transferred in accordance with the applicable project agreement.

Preview and draft materials are provided solely for review, feedback, testing, and approval.

Unless authorized in writing, clients must not:

- Copy or reproduce preview materials;
- Publish or distribute preview materials;
- Deploy preview materials into production;
- Remove watermarks or access restrictions;
- Provide preview materials to another developer or service provider;
- Reverse engineer or extract source code from preview materials; or
- Use preview materials for any purpose unrelated to evaluating the applicable project.

Huron Systems may restrict access to preview materials at any time before final delivery.

17. Client Materials

Clients retain ownership of materials they provide to Huronia Systems, subject to any third-party rights that may apply.

By providing materials to Huronia Systems, the client grants Huronia Systems a limited, non-exclusive licence to use, reproduce, modify, store, and process those materials as reasonably necessary to provide the Services.

The client represents and warrants that it has all rights, permissions, and authority necessary to provide and authorize the use of those materials.

Client materials may include:

- Text;
- Images;
- Logos;
- Branding assets;
- Audio or video;
- Software;
- Data;

- Documents;
- Trademarks;
- Business information; and
- Other content supplied for use in a project.

Huron Systems is not responsible for verifying ownership of client-provided materials.

18. Reusable Components and Independent Development

Huron Systems may use general knowledge, skills, experience, concepts, techniques, and reusable components gained or developed while performing Services for a client.

Nothing in these Terms or an applicable project agreement prevents Huron Systems from independently developing or providing products or services that are similar to those created for another client, provided that Huron Systems does not improperly disclose or use that client's confidential information.

The existence of similarities between separate projects does not, by itself, establish that confidential information or client-owned intellectual property has been improperly used.

19. Open-Source and Third-Party Materials

Projects may incorporate open-source software, third-party libraries, stock assets, fonts, plugins, application programming interfaces, platforms, or other materials not owned by Huron Systems.

These materials remain subject to their respective licences, terms, restrictions, and ownership rights.

Nothing in these Terms transfers ownership of third-party materials to a client or alters the terms imposed by their respective owners.

Clients are responsible for complying with any third-party terms that apply to materials or services included within their project.

Huron Systems does not guarantee that any third-party product, platform, integration, or service will remain available, compatible, supported, or unchanged.

Where a third-party provider modifies, suspends, discontinues, or restricts a product or service, additional work may be required to maintain or replace the affected functionality. Such work may be subject to additional fees.

20. Development Environments and Internal Systems

Unless expressly included within a signed project agreement, the following do not form part of the client deliverables:

- Development environments;
- Source control repositories;
- Internal project management systems;
- Testing infrastructure;
- Deployment pipelines;
- Build tools;
- Server management systems;
- Internal documentation;
- Administrative utilities;
- Security configurations; and
- Other systems used by Huronia Systems to develop, test, operate, or support the Services.

Huronia Systems may retain, modify, replace, or discontinue its internal systems at its discretion.

21. Feedback and Suggestions

Clients and users may provide ideas, recommendations, feature requests, corrections, or other feedback relating to Huronia Systems or its Services.

Unless otherwise agreed in writing, Huronia Systems may use such feedback without restriction, attribution, or compensation.

Providing feedback does not transfer ownership of any client materials or confidential information to Huronia Systems.

A suggestion or feature request does not modify the scope of an existing project unless accepted in writing by Huronia Systems.

22. Portfolio and Promotional Use

Huron Systems will not publicly display, publish, or use a client's completed project, business identity, testimonial, logo, or related materials for portfolio or promotional purposes unless the client has provided authorization.

Authorization may be provided through an electronic signature, project agreement, or other written approval.

Where authorization is granted, Huron Systems may use the approved materials only within the scope of that authorization.

A client may request that future promotional use be discontinued. Such a request will not require Huron Systems to recall or destroy materials that were lawfully produced or distributed before the request was received, unless otherwise agreed in writing.

23. Hosting and Third-Party Services

Huron Systems may provide or arrange hosting, infrastructure management, DNS management, integrations, or other services that rely upon third-party providers.

Where Huron Systems provides hosting or related services, the specific features, fees, limits, responsibilities, and service period may be described in an applicable project agreement, service agreement, invoice, or service description.

Third-party services may include:

- Hosting and infrastructure providers;
- Domain name system providers;
- Content delivery networks;
- Email providers;
- Cloud platforms;
- Analytics services;
- Software libraries;
- Application programming interfaces;
- Payment or financial institutions; and
- Other external products or services required to support a project.

Third-party services remain subject to the terms, policies, pricing, availability, technical limitations, and decisions of their respective providers.

Huron Systems does not control and is not responsible for changes made by third-party providers, including:

- Changes to pricing;
- Changes to service features;
- Service interruptions;
- Compatibility changes;
- Account restrictions;
- Security incidents affecting the provider;
- Discontinuation of a product or service; or
- Changes to third-party terms or policies.

Where a third-party change requires additional development, migration, configuration, or support, that work may be subject to additional fees and revised timelines.

Unless expressly agreed in writing, Huronia Systems does not register or acquire domain names on behalf of clients. References to a client's domain name within Huronia Systems' systems are maintained solely for project, account, support, or administrative purposes.

24. Service Availability and Maintenance

Huron Systems takes reasonable steps to maintain the availability, security, and functionality of the Services.

However, unless a specific service level is expressly stated in a signed agreement, Huronia Systems does not guarantee:

- Continuous or uninterrupted availability;
- Any particular uptime percentage;
- Immediate response or resolution times;
- That all errors or defects will be corrected;
- Compatibility with every device, browser, platform, or third-party service; or
- That the Services will be free from interruptions, delays, vulnerabilities, or technical issues.

Huron Systems may temporarily restrict or interrupt access to all or part of the Services for:

- Scheduled maintenance;
- Emergency maintenance;
- Software updates;
- Security improvements;

- Infrastructure changes;
- Investigation of suspected misuse;
- Third-party outages; or
- Circumstances outside our reasonable control.

Where reasonably practical, Huronia Systems may provide advance notice of planned interruptions. Emergency or security-related work may be performed without advance notice.

Unless expressly included in a signed agreement, ongoing maintenance, monitoring, updates, backups, technical support, and compatibility work are not included after final delivery.

25. Acceptable Use

You must use the Services responsibly, lawfully, and in accordance with these Terms and our Acceptable Use Policy.

You must not use the Services to:

- Violate any applicable law or regulation;
- Infringe intellectual property, privacy, contractual, or other legal rights;
- Upload, distribute, or transmit malicious software or harmful code;
- Attempt to gain unauthorized access to an account, system, network, or database;
- Interfere with the security, availability, or performance of the Services;
- Circumvent access restrictions, security controls, or usage limits;
- Scrape, harvest, or collect information without authorization;
- Impersonate another person or misrepresent your identity or authority;
- Engage in fraudulent, deceptive, threatening, abusive, or harassing conduct;
- Use the Services to distribute unsolicited commercial communications;
- Test or probe system vulnerabilities without prior written authorization; or
- Assist another person in performing any prohibited activity.

Huron Systems may investigate suspected violations and may restrict or suspend access where reasonably necessary to protect the Services, other users, third parties, or Huronia Systems.

The Acceptable Use Policy forms part of these Terms. Where a conflict exists between this section and the Acceptable Use Policy, the more specific provision shall apply.

26. Electronic Signatures and Records

Huronia Systems may permit documents, approvals, acknowledgements, agreements, or other records to be completed electronically.

By applying or submitting an electronic signature, you confirm that:

- You intend to sign or approve the applicable document;
- You have reviewed the document before signing;
- The information you provide is accurate;
- You have authority to sign personally or on behalf of the identified organization; and
- You agree that the electronic signature and associated record may be relied upon as evidence of your approval.

Huronia Systems may maintain an audit record associated with an electronic signature. This record may include:

- The signed document;
- The exact date and time of signing;
- The IP address used during signing;
- Source device information;
- Authentication or account information; and
- Other technical records associated with the signing process.

To the extent permitted by applicable law, the parties agree that electronic signatures, electronic records, and electronically delivered documents may be treated as binding and enforceable in the same manner as comparable paper records and handwritten signatures.

You must not apply an electronic signature on behalf of another person or organization unless you have authority to do so.

A person disputing an electronic signature must notify Huronia Systems promptly and provide reasonable information supporting the dispute.

27. Security Responsibilities

Huronia Systems uses reasonable administrative and technical safeguards designed to protect its systems and the information entrusted to it.

You are also responsible for taking reasonable steps to protect your account, devices, credentials, files, and systems.

You agree to:

- Use a strong and unique password;
- Keep your login credentials confidential;
- Maintain reasonable security on devices used to access the Services;
- Notify Huronia Systems promptly of suspected unauthorized access;
- Avoid sharing accounts unless expressly authorized;
- Review account and project information for unauthorized changes; and
- Follow reasonable security instructions provided by Huronia Systems.

Huronia Systems is not responsible for unauthorized access resulting primarily from:

- Credential sharing by the client;
- Reuse of compromised passwords;
- Failure to secure a device or email account;
- Malware or vulnerabilities on a client-controlled system;
- Failure to install recommended updates;
- Actions of persons authorized by the client; or
- Failure to notify Huronia Systems of a known or suspected compromise.

Nothing in this section limits any responsibility that cannot lawfully be excluded.

28. Client Information and Confidentiality

Huronia Systems will handle personal information in accordance with its Privacy Policy.

Access to personal information is restricted to authorized individuals who require access for legitimate business purposes. Huronia Systems uses reasonable safeguards designed to protect such information against unauthorized access, disclosure, alteration, misuse, loss, or destruction.

Huronia Systems may use client information where reasonably necessary to:

- Deliver the Services;
- Communicate with the client;
- Maintain project and account records;
- Provide support;
- Process invoices and payments;
- Protect its systems and legal rights;
- Meet legal or regulatory obligations; and
- Perform other activities described in the Privacy Policy.

Huron Systems may disclose information to service providers where reasonably necessary to operate its business or deliver the Services, subject to the Privacy Policy.

Unless a signed project agreement expressly provides otherwise, information that is public, independently developed, lawfully obtained from another source, or disclosed with authorization will not be considered confidential.

Nothing in these Terms requires Huronia Systems to disclose its internal systems, security configurations, reusable source code, development methods, administrative credentials, or proprietary tools.

29. Warranties and Disclaimers

Huron Systems will perform contracted professional services with reasonable care and skill, subject to the requirements and limitations of the applicable project agreement.

Except where expressly stated in a signed agreement, the Services, website, Client Portal, previews, documentation, recommendations, audits, and other materials are provided on an "as is" and "as available" basis.

To the maximum extent permitted by law, Huronia Systems disclaims all representations, warranties, conditions, and guarantees not expressly stated in writing, whether express, implied, statutory, or otherwise.

Without limiting the foregoing, Huronia Systems does not warrant that:

- The Services will operate without interruption;
- Software will be entirely free from defects or vulnerabilities;
- Every defect can or will be corrected;
- A website will achieve a particular search ranking, visitor count, conversion rate, revenue level, or business result;
- Recommendations will produce a particular outcome;
- Third-party services will remain available or compatible;
- Client-provided systems or materials will function as expected; or
- The Services will meet requirements that were not disclosed and accepted as part of the agreed scope.

Information provided through the website, knowledge base, audits, consultations, or other general materials does not constitute legal, accounting, tax, financial, or other regulated professional advice.

Any warranty, correction period, or post-delivery support obligation must be expressly stated

in the applicable project agreement.

30. Limitation of Liability

To the maximum extent permitted by applicable law, Huronia Systems will not be liable for any indirect, incidental, special, exemplary, punitive, or consequential loss or damage arising from or relating to the Services.

This exclusion includes, without limitation:

- Loss of profits or revenue;
- Loss of anticipated savings;
- Loss of business opportunities;
- Loss of goodwill or reputation;
- Loss or corruption of data;
- Business interruption;
- Cost of substitute products or services; and
- Loss resulting from third-party products or services.

To the maximum extent permitted by law, Huronia Systems' total aggregate liability arising from or relating to a project shall not exceed the total amount actually paid to Huronia Systems under the applicable project agreement giving rise to the claim.

Where a claim does not arise under a signed project agreement, Huronia Systems' total aggregate liability will not exceed the greater of:

- The amount paid by the claimant to Huronia Systems for the affected Service during the twelve (12) months immediately preceding the event giving rise to the claim; or
- One hundred Canadian dollars (CAD \$100).

This limitation does not apply where liability cannot lawfully be limited or excluded.

Huronia Systems will not be liable for loss or damage caused primarily by:

- Client instructions or omissions;
- Inaccurate or incomplete information supplied by the client;
- Client-provided content, software, equipment, or systems;
- Unauthorized modifications made by the client or a third party;
- Third-party providers;
- Events outside Huronia Systems' reasonable control; or
- The client's failure to maintain appropriate backups, security, or operational procedures.

Nothing in these Terms excludes or limits liability where such exclusion or limitation is prohibited by applicable law.

31. Indemnification

To the extent permitted by applicable law, you agree to indemnify and hold harmless Huronia Systems, its directors, officers, employees, contractors, and representatives from claims, losses, liabilities, damages, judgments, costs, and reasonable legal expenses arising from or relating to:

- Materials provided by you;
- Your infringement of another person's intellectual property or legal rights;
- Your unlawful or unauthorized use of the Services;
- Your breach of these Terms or an applicable project agreement;
- Your misuse of deliverables, previews, accounts, or third-party services;
- Information or instructions provided by you that are inaccurate, incomplete, or misleading; or
- Conduct undertaken through your account by a person authorized by you.

Huronia Systems will provide reasonable notice of an indemnified claim where practical and will permit the client to participate in its defence, provided that Huronia Systems may retain control over any matter affecting its rights, reputation, systems, or legal obligations.

This section does not require indemnification for losses caused solely by the fraud or wilful misconduct of Huronia Systems.

32. Termination

Huronia Systems may terminate a client's access to the Services or terminate an ongoing service relationship where reasonably necessary, including where:

- The client materially breaches these Terms or an applicable project agreement;
- An invoice remains unpaid after its due date;
- The client engages in fraudulent, unlawful, abusive, threatening, or deceptive conduct;
- Continued provision of the Services creates an unreasonable legal, financial, operational, security, or reputational risk;
- The client repeatedly fails to provide required information, approvals, access, or cooperation;
- The client misuses the Services, Client Portal, deliverables, previews, or Huronia

Systems' systems;

- A third-party provider discontinues a service necessary for continued delivery;
- Huronia Systems is required to terminate the Services by law or lawful governmental request; or
- Termination is otherwise permitted under an applicable project agreement.

Where reasonably practical, Huronia Systems may provide the client with notice and an opportunity to correct a breach before termination. Immediate termination may occur where the breach cannot reasonably be corrected, where urgent action is required to protect a person or system, or where continued service would expose Huronia Systems to unreasonable risk.

A client may terminate Services in accordance with the applicable project agreement. Where no separate termination procedure applies, the client may request termination by providing written notice to Huronia Systems.

Termination does not:

- Cancel invoices already issued;
- Eliminate payment obligations for work already performed;
- Require the return of a deposit that has become non-refundable;
- Transfer ownership of unpaid deliverables;
- Prevent Huronia Systems from recovering overdue amounts;
- Require Huronia Systems to continue providing hosting, maintenance, support, or account access; or
- Affect rights or obligations that arose before termination.

Following termination, Huronia Systems may disable access to:

- The Client Portal;
- Hosted services;
- Support systems;
- Preview or staging environments;
- Project files;
- Administrative tools; and
- Other Services connected to the terminated relationship.

Where reasonably possible and subject to full payment of all outstanding amounts, Huronia Systems may provide the client with materials that the client is contractually entitled to receive.

Sections concerning payment, intellectual property, confidentiality, disclaimers, limitation of liability, indemnification, dispute resolution, and any other provisions that by their nature should continue will survive termination.

33. Force Majeure

Huronia Systems will not be responsible for a delay, interruption, failure, or inability to perform an obligation where caused by circumstances beyond its reasonable control.

Such circumstances may include:

- Natural disasters;
- Fire, flood, severe weather, or other emergencies;
- War, terrorism, civil unrest, or governmental action;
- Labour disputes or transportation interruptions;
- Internet, telecommunications, or utility failures;
- Datacentre, hosting provider, or content delivery network outages;
- Failure or disruption of third-party platforms or infrastructure;
- Cyberattacks, distributed denial-of-service attacks, or widespread security incidents;
- Epidemics, pandemics, or public health restrictions;
- Shortages of equipment, materials, or essential services; or
- Any other event that could not reasonably have been prevented or controlled.

Huronia Systems will make reasonable efforts to reduce the effect of such an event and resume performance when reasonably possible.

Any affected timeline will be extended for a reasonable period reflecting the duration and consequences of the event.

A force majeure event does not excuse payment for Services already performed or expenses already incurred.

34. Independent Contractor Relationship

Huronia Systems provides its Services as an independent contractor.

Nothing in these Terms or an applicable project agreement creates or will be interpreted as creating:

- A partnership;
- A joint venture;
- An employment relationship;
- A franchise relationship;
- A fiduciary relationship;
- An agency relationship; or

- Authority for either party to bind the other.

Neither party may represent that it has authority to make commitments, enter into agreements, incur liabilities, or make representations on behalf of the other unless expressly authorized in writing.

35. Governing Law and Dispute Resolution

These Terms and any dispute arising from or relating to them are governed by the laws of the Province of Ontario and the applicable federal laws of Canada, without regard to conflict-of-law principles.

Before commencing formal legal proceedings, the parties will make reasonable efforts to resolve the dispute through good-faith written communication and negotiation.

A party initiating a dispute should provide written notice describing:

- The nature of the dispute;
- The relevant facts;
- The relief or resolution requested; and
- Any supporting records reasonably necessary to understand the matter.

If the dispute cannot be resolved through negotiation, the parties agree that the courts located in Ontario will have exclusive jurisdiction, except where applicable law gives a party the right to bring a proceeding in another jurisdiction.

Nothing in this section prevents either party from seeking urgent injunctive or protective relief where reasonably necessary to prevent immediate harm, unauthorized use of intellectual property, misuse of confidential information, or interference with systems or Services.

Nothing in these Terms limits any right or remedy that cannot lawfully be waived or restricted.

36. General Provisions

Entire Agreement

These Terms, together with the Privacy Policy, Acceptable Use Policy, any applicable service policies, and any signed project agreement, form the agreement governing the applicable Services.

A signed project agreement will prevail over these Terms to the extent of a direct inconsistency concerning the applicable project.

No oral statement, informal discussion, email, SMS message, demonstration, proposal, or other communication modifies an agreement unless the modification is confirmed in writing by Huronia Systems or executed by the parties where a signature is required.

Order of Priority

Unless a signed agreement expressly states otherwise, a conflict between documents will be resolved in the following order:

1. A signed project agreement or written amendment;
2. A service-specific agreement or service description;
3. These Terms;
4. The Acceptable Use Policy; and
5. Other general policies published by Huronia Systems.

The Privacy Policy governs the handling of personal information and is not displaced except where applicable law permits and a more specific privacy term expressly applies.

Severability

If any provision of these Terms is found to be invalid, unlawful, or unenforceable, that provision will be limited or removed only to the extent necessary.

The remaining provisions will continue in full force and effect.

No Waiver

A failure or delay by Huronia Systems in exercising a right or enforcing a provision does not waive that right or provision.

A waiver is effective only where expressly provided in writing and applies only to the specific matter for which it was granted.

Assignment

You may not assign or transfer your rights or obligations under these Terms or an applicable agreement without the prior written consent of Huronia Systems.

Huronia Systems may assign or transfer its rights and obligations in connection with a corporate reorganization, financing, merger, acquisition, sale of assets, or transfer of the relevant part of its business, subject to applicable law.

Notices

Notices relating to a project or account may be delivered through:

- Email;
- The Client Portal;
- SMS;
- Personal delivery;
- Mail; or
- Another method agreed to in writing.

A notice sent electronically will be considered received when it becomes available to the recipient, unless the sender receives a delivery failure notification or has reasonable grounds to believe the notice was not delivered.

Clients are responsible for keeping their contact information current.

Electronic Copies

Electronic copies of agreements, records, notices, approvals, and other documents may be relied upon in the same manner as comparable original records, subject to applicable law.

The parties may execute agreements in electronic counterparts. Each counterpart will be treated as part of the same agreement.

Clerical and Technical Errors

Huron Systems may correct an obvious typographical, clerical, calculation, formatting, or technical error contained in a website, quotation, invoice, proposal, agreement, or other communication.

An obvious error does not bind Huronia Systems where a reasonable person would recognize that the stated information was incorrect.

Where an error materially affects a quotation, invoice, or agreement, Huronia Systems will notify the affected client and provide corrected information.

No Implied Rights

No licence, assignment, permission, ownership interest, waiver, or other right is granted except where expressly stated in writing.

Silence, delay, access to a preview, possession of a file, or partial payment does not create an implied transfer of intellectual property or authorization to use Huronia Systems' materials.

Headings

Section headings are included for convenience and do not affect the interpretation of these Terms.

Changes to These Terms

Huron Systems may update these Terms to reflect changes in its Services, business practices, technologies, or legal obligations.

The current version will be identified by the "Last Revised" date displayed at the beginning of the document.

Material changes may be communicated through the website, Client Portal, email, or another reasonable method.

Changes will apply prospectively from their effective date and will not retroactively alter a signed project agreement unless the parties agree in writing.

Continued use of the general Services after updated Terms become effective constitutes acceptance of the updated Terms, except where additional consent is required by law.