

“AI Publisher Pro”

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We make no warranty that the results obtained from the use of our Products will be effective, accurate, or reliable, or that the quality of our products will meet your expectations. No oral or written information or advice given by us or our authorized representatives shall constitute a warranty or in any way increase the scope of this warranty.

You acknowledge and agree that your use of our Products and any reliance upon it is at your sole risk. You are solely responsible for all content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, our Products, and you will bear the costs of all necessary servicing, repair or correction of loss or damages that you may suffer as a result of your use of our Products.

By using our Products, you agree that the exclusions and limitations of liability set out in this warranty disclaimer are reasonable. If you do not think they are reasonable, you must not use our Products.

6. LIMITATION OF LIABILITY:

In no event will Elusive Profit Inc be liable for any damages, including without limitation direct or indirect, incidental, or consequential damages, loss of profits, or data, or for any claims by third parties, arising out of your use of our products or services.

7. NO RETURN POLICY/REFUND POLICY:

Due to the digital nature of our Products, all sales of digital products from Elusive Profit Inc are final and non-refundable. We may, at our sole discretion, offer refunds under certain exceptional circumstances as explicitly detailed in our No Return/Refund Policy.

8. CHANGES TO TERMS:

We may modify these terms from time to time and will provide notice of any changes on this page. By continuing to use our products and services after changes are posted, you agree to be bound by the modified terms.

9. TERMINATION:

We reserve the right, at our sole discretion and without liability to you or any third party, to terminate, suspend, modify, or restrict your access to our Products, without notice and for any or no reason, including without limitation, if we believe in our sole discretion, you have breached any term of this Agreement.

Upon termination:

- (a) All rights and permissions granted to you under this Agreement shall cease;
- (b) You must cease all activities authorized by this Agreement, including your use of any Products;
- (c) You must immediately delete or remove our Products from all devices, and immediately destroy all copies of our Products then in your possession, custody or control and certify to us that you have done so;
- (d) We may remotely access your devices and remove and delete our Products from them and cease providing you with access to our services.

Notwithstanding termination of this Agreement, any provision of the Agreement that by its nature and context is intended to survive termination or expiry of this Agreement, shall so survive. Such provisions may include, but are not limited to, the Disclaimer of Warranties, No Return/Refund policy, Limitation of Liability, and Disputes sections. This right of termination is in addition to all other rights and remedies available to us under this Agreement or under general law.

10. DISPUTES:

In the event of any disputes, controversies, differences, or claims arising from or in relation to this Agreement or concerning any of our Products or services ("Disputes"), you agree to first attempt to resolve the Dispute through good faith negotiations.

If the Dispute cannot be settled through negotiations, then the Dispute shall be finally settled by binding arbitration administered by the Canadian Arbitration Association ("CAA") in accordance

with the provisions of its Domestic Commercial Arbitration Rules. The place of arbitration shall be within Canada and the arbitration shall be conducted in English.

Arbitration shall comprise of one arbitrator to be appointed in accordance with the rules of the CAA. The decision passed by the arbitrator shall be final and binding upon both parties and can be enforced in any court of relevant jurisdiction.

The arbitration shall commence upon serving a written notice outlining the Disputed matter and relevant details to the other party. Both parties must agree on a single arbitrator within 30 days from the date of receiving the notice, who will be appointed by the CAA.

By agreeing to arbitration, you waive any right you may possess to have a dispute adjudicated by a court or jury, or to partake in a class action or representative action with respect to the Dispute. This waiver includes any right to participate as a plaintiff or as a class member in a class action suit. Although this process sets forth the resolution of Disputes, we maintain the right to seek relief in a court of competent jurisdiction over any violation of intellectual property rights.

11. USER REVIEWS:

Any reviews, feedback, comments, or suggestions you may provide regarding our Products are entirely voluntary and we will be free to use such feedback as we see fit and without obligation to you. Under no circumstance shall we provide any sort of compensation, in cash or kind, for any reviews or feedback you choose to submit.

By submitting your reviews, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display the reviews globally in any media. You also grant us the right to use your username, real name, likeness, or statements in connection with such review, if we choose to do so.

12. EARNINGS AND RESULTS DISCLAIMER:

Our Products are educational and informational. Whilst we strive for accuracy, we don't guarantee specific earnings or results from the use of our Products. Success depends on individual commitment, effort, business skills, and market conditions, among others. Any successful testimonials do not guarantee similar results for other users. Any projected incomes or earnings are estimates and you accept the risk of not achieving these figures.

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