

Western Educational Adventures Inc.

Terms and Conditions – Version 2.1

Last updated: January 11, 2023

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear singular or plural.

Definitions

For these Terms and Conditions:

- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for the election of directors or other managing authority.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Western Education Adventures Inc.
- **Device** means any device that can access the Service, such as a computer, a cellphone or a digital tablet.
- **Program** is any summer camp, school program, private program or another program that We offer at the Company that is promoted through the Website.
- **Service** refers to the Website.
- **Terms and Conditions** (also referred to as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to www.westernadventures.ca.
- **You** means the individual accessing or using the Service, or the Company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

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Acknowledgment & Scope

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service, You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the Service.

You represent that You are over the age of 19. If You are under 19 years old, You must have permission from Your guardian to use the Service, as the Company does not permit those under 19 to use the Service without their guardian's permission.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Company's Privacy Policy. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Links to Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party websites or services that You visit.

Sale of Goods & Programs

These Terms and Conditions govern the sale of goods and Programs available on our Site and apply to all the goods and Programs displayed on Our Site at the time you access it. This

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includes all products listed as being out of stock. All information, descriptions, or images that We provide about Our goods or Programs are as accurate as possible. However, We are not legally bound by such information, descriptions, or images, as we cannot guarantee the accuracy of all goods or Programs We provide. You agree to purchase the goods or Programs from Our Website at your own risk.

We reserve the right to modify, reject or cancel your order whenever necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid, subject to any communication made otherwise at the time of your payment being processed. You agree that You are responsible for monitoring your payment instrument to verify receipt of any refund.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Consumer Protection Law

Where any consumer protection legislation applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation.

Termination

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of these Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount paid by You through the Service or five dollars (\$5) CAD if You have not purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for

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business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), or for costs or attorney's fees even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, concerning the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of a course of dealing, course of performance, usage or trade practice. Without limitation to the preceding, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error-free or that any errors or defects can or will be corrected.

Without limiting the preceding, neither the Company nor any of the Company's providers makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Governing Law

The laws of British Columbia, Canada, excluding its conflicts of law rules, shall govern these Terms and Your use of the Service.

Disputes Resolution

If You have any concerns or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

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Our Intellectual Property

Using the Service does not give You ownership of any intellectual property rights in the Service or to any content, You access that is not Yours.

The Service is protected by copyright, trademark, and other laws. Nothing in these Terms gives you a right to use the Our name or any of our trademarks, logos, domain names, and other distinctive brand features. All rights, titles, and interests in and to the Service are and will remain Our exclusive property. Any feedback, comments, or suggestions you may provide regarding the Service is entirely voluntary, and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.

You agree to keep confidential any of our trade secrets, know-how, inventions, training materials, templates, workflows, information of a financial, business or technical nature, information marked as copyrighted or proprietary, and any other information about Us that you know, or reasonably ought to know through the user of Our Services as confidential.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require the performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time after that, nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

At Our sole discretion, we reserve the right to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice before

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any new terms take effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the Website and the Service.

Survival

Any rights you have granted, our warranty disclaimers or limitations of liabilities, and dispute resolution provisions stated in these terms will survive the termination of your Account.

Disputes

If a dispute arises out of, or in connection with these Terms, You agree to pursue resolution informally, and, failing that, through a mutually agreed upon alternative dispute resolution process (e.g., arbitration or mediation) before resorting to litigation. The laws of British Columbia, Canada, will apply to any disputes, and any litigation will be exclusively in the courts of British Columbia, Canada, and you consent to personal jurisdiction in those courts.

Injunctive Relief

Notwithstanding the foregoing, in the event of Your or others' unauthorized access to or use of the Services in violation of these Terms, You agree that we are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Enforceability

If a particular term is not enforceable, this will not affect any other terms.

Force Majeure

We will not be liable for any delay or failure in performing our obligations under these Terms and Conditions that arise out of any cause, condition, or circumstance beyond our reasonable control where performance would be inadvisable, commercially impracticable, illegal, or impossible. These events include (without limitation) acts of God, acts of government or regulatory authority, war, fire, flood, explosion, civil commotion, weather disruptions, cyber-attacks, or disruptions to utilities, the Internet, and services provided by third parties.

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Contact Us

If you have any questions about these Terms and Conditions, You can contact Us:

- By visiting this page on Our Website at: www.westernadventures.ca
- By sending Us an e-mail at: www.westernadventures.ca/contact.htm