# **LEGAL TERMS & CONDITIONS**

LaPangaea Trading Corp.

# **Terms of Use:**

By entering your email, logging into your account, or accepting notifications, you agree to receive personalized communications, deals, offers, or for other purposes each day. You may unsubscribe at any time. Once you unsubscribe, it means that you are cancelling your membership subscription as well.

LaPangaea Trading Corp. is an online e-commerce company that deals with trading online and offer services to members only. LaPangaea operates <a href="www.globebridges.ca/www.globebridges.com/www.LaPangaea.com/LaPangaea.ca">www.globebridges.ca/www.globebridges.com/www.LaPangaea.com/LaPangaea.ca</a> LaPangaea Trading Corp. operates from Oakville, ON, Canada.

Globe Bridges is a site dedicated to Christian Verified Members who are newborns in Christianity and living according to the bible.

Welcome to the Globe Bridges site (defined below). By using it, you are agreeing to these Terms of Use (defined below). Please read them carefully. If you have any questions, contact us here

These Terms of Use were last updated on September 18, 2019.

# ACCEPTANCE OF TERMS OF USE:

LaPangaea Trading Corp. (" Lapangaea " " we " or " us " or " our ") owns and operates the websites: <a href="www.globebridges.com">www.globebridges.com</a>, <a href="www.globebridges.com">www.globebridges.ca</a>, <a href="www.globebridges.com">www.globebridges.ca</a>), <a href="www.globebridges.com">www.globebridges.ca</a>), <a href="www.globebridges.com">www.glob

http://www.LaPangaea.com/privacy, ("Privacy Statement"), and acknowledge that you will regularly visit the Terms of Use (defined below) to familiarize yourself with any updates. The Privacy Statement, together with these terms of use, and any other terms contained herein or incorporated herein by reference, are collectively referred to as the "Terms of Use." The term "using" also includes any person or entity that accesses or uses the Site with crawlers, robots, data mining, or extraction tools or any other functionality.

IF YOU DO NOT AGREE TO THESE TERMS OF USE, IMMEDIATELY STOP USING THE SITE AND DO NOT USE ANY LaPangaea or Globe Bridges SERVICE, PARTICIPATE IN ANY PROGRAM OR BECOME A MEMBER, CONTACT OTHER MEMBERS, USE OF SERVICE, OR ANYOTHER OFFERED THROUGH THE SITE.

PLEASE REVIEW THE FOLLOWING SECTIONS OF THESE TERMS OF USE CAREFULLY: (A) **DISPUTE RESOLUTION/ARBITRATION AGREEMENT,** INCLUDING THE **CLASS ACTION WAIVER** DESCRIBED THEREIN, (B) **LIMITATION OF LIABILITY,** AND (C) **INDEMNIFICATION/RELEASE.** 

These Terms of Use are organized as follows:

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# 1. About the Site

Globe Bridges is a site dedicated to Christian Verified Members who are newborns in Christianity and living according to the bible. The Site is a platform through which certain merchants (" **Merchants**") (a) advertise their products and/or services for other verified members to see and access, but not to buy directly online. Other Members, such as Employers, can list job opportunities for Seniors or Other regular verified members. The site allows Members who are Single, Divorced (with a valid reason) that doesn't contradict the bible commandments, Widowed, to access the profiles of other members who are in same situation only for a serious relationship only and/or marriage.

LaPangaea reserves the right to issue Member ID Cards to be used as a member verification method when members are trying to interact or engage in a commercial activity with other business members.

Certain Merchant Offerings, Products, Services, other available programs and pricing on the Site may change at any time without notice. However, each Merchant must state the exact amount of discount and the period it is offered for.

# 2. Ownership of the Site

The Site, any content on the Site, and the infrastructure used to provide the Site are proprietary to us, our affiliates, Merchants, and other content providers. By using the Site and accepting these Terms of Use: (a) LaPangaea Trading Copr. grants you a limited, personal, nontransferable, nonexclusive, revocable license to use the Site pursuant to these Terms of Use and to any additional terms and policies set forth by LaPangaea; and (b) you agree not to reproduce, distribute, create derivative works from, publicly display, publicly perform, license, sell, or re-sell any content, software, products, or services obtained from or through the Site without the express permission of LaPangaea.

#### 3. Use of the Site

As a condition of your use of the Site, you agree that:

- You have reached the age of majority in the state or province in which you reside;
- You are able to create a binding legal obligation;
- You are not barred from receiving products or services under applicable law;
- You will not attempt to use the Site with crawlers, robots, data mining, or extraction tools or any other functionality;
- Your use of the Site will at all times comply with these Terms of Use;
- You will only make contact with other members within acceptable terms
- You accept that any breach of the site's terms and conditions will allow LaPangaea to revoke your membership without your consent or notice, and LaPanagaea will not refund your membership fee.
- You accept that cancelling your membership will not entitle you to any refund.
- You have the right to provide any and all information you submit to the Site, and all such information is accurate, true, current, and complete;
- You will update and correct information you have submitted to the Site, including all account information, and ensure that it is accurate at all times (out-of-date information will invalidate your account); and,
- You will only have access to business listings, Employment opportunities, and Blessed Relationships by creating an
  account and have your account verified and approved by either the admin or three active verified members, and by
  accepting all terms and conditions.
- If payment is involved, you accept that you are authorized to make the payment required online by credit card or a
  debit card if authorized.

#### 4. Access to the Site

LaPangaea retains the right, at our sole discretion, to deny service or use of the Site or an account to anyone at any time and for any reason. While we use reasonable efforts to keep the Site and your account accessible, the Site and/or your account may be unavailable from time to time. You understand and agree that there may be interruptions in service or events, Site access, or access to your account due to circumstances both within our control (e.g., routine maintenance) and outside of our control.

### 5. Modification

We reserve the right at all times to discontinue or modify any part of these Terms of Use in our sole discretion. If we make changes that affect your use of the Site or our services, we will post notice of the change on the Terms of Use page. Any changes to these Terms of Use will be effective upon our posting of the notice; provided that these changes will be prospective only and not retroactive. If you do not agree to the changes, you may close your account and you should not use the Site or any services offered through the Site after the effective date of the changes. We suggest that you revisit our Terms of Use regularly to ensure that you stay informed of any changes. You agree that posting notice of any changes on the Terms of Use page is adequate notice to advise you of these changes, and that your continued use of the Site or our services will constitute acceptance of these changes and the Terms of Use as modified.

# 6. Your Account (Membership)

LaPangaea has the solediscretion to approve member applicants after certain verification process that might be instantly or taking 7 business days. In some instances, pending members might have to wait for three active members to vow for them and approve their pending membership

You may only create and hold one account on the Site for your personal use and must register using a valid credit card, when required. You are responsible for updating and correcting information you have submitted to create or maintain your account. As part of your account settings, you have the option to: (a) save, edit, or delete your personal information, including, without limitation, a valid credit card; and (b) opt-out of persistent login. You understand and agree that LaPangaea shall have no responsibility for any incident arising out of, or related to, your account settings. You must safeguard your password and supervise the use of your account. You are solely responsible for maintaining the security of your account and maintaining settings that reflect your preferences. We will assume that anyone using the Site or transacting through your account is you. You agree that you are solely responsible for any activity that occurs under your account.

Your account is non-transferrable. You cannot use your account to allow access to other users, whether online, in person at a store, or at an office. Such action will result in immediate termination of the account.

As a business member, you agree to adhere to the terms of conditions that allowed you to become a member. You have to respect the offers and the term your offer is valid for. Any violation of these Terms of Use, including, without limitation, failure to maintain updated and correct information about your account will cause your account to fall out of good standing and we may cancel your account in our sole discretion. If your account is cancelled, you may forfeit any pending, current, or future account credits, and any other forms of unredeemed value in your account without notice. Upon termination, the provisions of these Terms of Use that are, by their nature, intended to survive termination (e.g., any disclaimers, all limitations of liability, and all indemnities) shall survive. We also reserve the right to change or discontinue any aspect or feature of our services or the Site, including, without limitation, requirements for use.

#### 7. Your Conduct

All interactions on the Site must comply with these Terms of Use. To the extent your conduct, in our sole discretion, restricts or inhibits any other user from using or enjoying any part of the Site, we may limit or terminate your privileges on the Site and seek other remedies, including, without limitation, cancellation of your account or forfeiture of any forms of unredeemed value in your account.

The following activities are **prohibited** on the Site and constitute violations of these Terms of Use:

- Submitting any content to the Site that:
- Violates applicable laws (including, without limitation, intellectual property laws, laws relating to rights of privacy and rights of publicity, and laws related to defamation);
- Contains personal information, except when we expressly ask you to provide such information;
- Contains viruses or malware;
- o Offers unauthorized downloads of any copyrighted, confidential, or private information;
- Has the effect of impersonating others;
- Contains messages by non-spokesperson employees of LaPangaea purporting to speak on behalf of LaPangaea or provides confidential information concerning LaPangaea;
- Contains chain letters of any kind;
- Is purposely inaccurate, commits fraud, or falsifies information in connection with your LaPangaea account or to create multiple LaPangaea accounts; or
- Is protected by copyright, trademark, or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right.
- Attempting to do or actually doing any of the following:
- Accessing data not intended for you, such as logging into a server or an account which you are not authorized to access;
- Scanning or monitoring the Site for data gathering purposes in an effort to track sales, usage, aggregate offering information, pricing information, or similar data;
- Scanning or testing the security or configuration of the Site or breaching security or authentication measures; or
- Interfering with service to any user in any manner, including, without limitation, by means of submitting a virus to the Site or attempting to overload, "flood," "spam," "mail bomb," or "crash" the Site.
- Using any of the following without LaPangaea approval:
- Frames, framing techniques, or framing technology to enclose any content included on the Site without our express written permission;
- Any Site content, including, without limitation, User Content (defined below), in any meta tags or any other "hidden text" techniques or technologies without our express written permission;
- The Site or any of its contents to advertise or solicit, for any commercial, political, or religious purpose or to compete, directly or indirectly, with LaPangaea; or
- The Site or any of its resources to solicit consumers, Merchants, or other third-parties to become users or partners of other online or offline services directly or indirectly competitive or potentially competitive with LaPangaea, including, without limitation, aggregating current or previously offered deals.
- Collecting any of the following:
- Content from the Site, including, without limitation, in connection with current or previously offered deals, and featuring such content to consumers in any manner that diverts traffic from the Site without our express written permission; or

- Personal Information (defined in our Privacy Statement), User Content (defined in Section 12 below), or content of any consumers or Merchants.
- Engaging in any of the following:
- Tampering or interfering with the proper functioning of any part, page, or area of the Site or any functions or services provided by LaPangaea;
- Taking any action that places excessive demand on our services or imposes, or may impose, an unreasonable or disproportionately large load on our servers or other portion of our infrastructure (as determined in our sole discretion);
- Reselling or repurposing your access to the Site;
- Accessing, monitoring, or copying any content from the Site using any "robot," "spider," "scraper," or other automated means or any manual process for any purpose without our express written permission;
- Violating the restrictions in any robot exclusion headers on the Site or bypassing or circumventing other measures employed to prevent or limit access to the Site;
- Aggregating any current or previously-offered deals or content or other information from the Site (whether using links or other technical means or physical records associated with purchases made through the Site) with material from other sites or on a secondary site without our express written permission;
- Hyperlinking to the Site from any other website without our initial and ongoing consent; or
- Acting illegally or maliciously against the business interests or reputation of LaPangaea, our Merchants, or our services, or other verified members.

# 8. Your Privacy

We take the privacy of your Personal Information (defined in the Privacy Statement) seriously. We encourage you to carefully review our Privacy Statement for important disclosures about ways that we may collect, use, and share personal data and your choices. Our Privacy Statement is incorporated in and subject to these Terms of Use, and available

# 9. Terms of Sale

By purchasing or obtaining any Merchant Offering or Product offered through our website but bought directly through the Merchant, you adhere to the Merchant terms and conditions. LaPangaea is not hold responsible or liable toward any product or service bought on, via, or through the Site.

### 10. General Terms:

By participating in Services offered by LaPangaea, you agree to these Terms of Use and the additional terms of each program available:

- A- LaPangaea does not guarantee any listing to be accurate or valid
- B- LaPangaea does not guarantee an employer or a service provider
- C- You allow LaPangaea to verify your information, credentials, uploaded documents, video, and contact information
- D- Any foul language used in communication will terminate your membership immediately
- E- You acknowledge that your membership will not be approved unless the Admin or three verified members approve you under the general category. Some specific categories may require further verifications that are not exempted or approved by LaPangaea

# 11. Copyright

The Site may contain copyrighted material, trademarks, and other proprietary information, including, without limitation, text, software, photos, video, graphics, and the entire contents of the Site are protected by copyright, trademark, and other intellectual property laws of Canada. LaPangaea owns a copyright in the selection, coordination, arrangement, and enhancement of such content, as well as in the content original to it. You may not copy any of the contents posted by LaPangaea or other members, solicit, or use for personal benefit any content posted on LaPangaea's owned sites

#### 12. User Content

The Site may provide registered users various opportunities to submit or post reviews, opinions, advice, ratings, discussions, comments, messages, survey responses, and other communications, as well as files, images, photographs, video, sound recordings, and any other content or material submitted or posted to the Site (collectively, " **User Content** ") through forums, bulletin boards, discussion groups, chat rooms, surveys, blogs, or other communication facilities that may be offered on, through, or in connection with the Site from time to time. You will be required to have LaPangaea account to submit User Content

LaPangaea shall have the sole and absolute right, but not the obligation, to review, edit, post, refuse to post, remove, monitor the User Content, and disclose the User Content and the circumstances surrounding its transmission to any third-party, at any time, for any reason, including, without limitation, to determine compliance with these Terms of Use and any operating rules established by LaPangaea, as well as to satisfy any applicable law, regulation, or authorized government request. Without limiting the foregoing, LaPangaea shall have the right to remove any material from the Communities or any other LaPangaea controlled sites, in its sole discretion. LaPangaea assumes no liability for any User Content or other information that appears or is removed from the Site or elsewhere. LaPangaea has no obligation to use User Content and may not use it at all.

In some instances and from time to time, it may be possible to modify or remove the User Content submitted or posted through your account. LaPangaea makes no representations or warranties that the User Content you modify or remove will be modified or removed from the Site or elsewhere, or that the User Content will cease to appear on the Internet, in search engines, social media websites, or in any other form, media or technology.

#### Public Nature of Your User Content.

You understand and agree that User Content is public. Any person (whether or not a user of LaPangaea's services) may read your User Content without your knowledge. Please do not include any Personal Information in your User Content unless you wish for it to be publicly disclosed. LaPangaea is not responsible for the use or disclosure of any Personal Information that you disclose in connection with User Content.

Any User Content of any kind made by you or any third-party is made by the respective author(s) or distributor(s) and not by LaPangaea. Other users may post User Content that is inaccurate, misleading, or deceptive. LaPangaea does not endorse and is not responsible for any User Content, and will not be liable for any loss or damage caused by your reliance on such User Content. User Content reflects the opinions of the person submitting it and may not reflect the opinion of LaPangaea. LaPangaea does not control or endorse any User Content, and specifically disclaims any liability concerning or relating to your contribution of, use of, or reliance on any User Content and any actions resulting from your participation in any part of the Site, including, without limitation, any objectionable User Content. License Grants.

# 13. Unsolicited Ideas

We do not accept or consider, directly or through any LaPangaea employee or agent, unsolicited ideas of any kind, including, without limitation, ideas or suggestions relating to new or improved products, enhancements, names or technologies, advertising and marketing campaigns, plans, or other promotions. Do not send us (or any of our employees) any unsolicited ideas, suggestions, material, images, or other work in any form ( "Unsolicited Materials"). If you send us Unsolicited Materials, you understand and agree that the following terms will apply, notwithstanding any cover letter or other terms that accompany them: LaPangaea has no obligation to review any Unsolicited Materials, nor to keep any Unsolicited Materials confidential; and

LaPangaea will own, and may use and redistribute, Unsolicited Materials for any purpose without restriction and free of any obligation to acknowledge or compensate you.

# 14. Infringement Reporting Procedures and Digital Millennium Copyright Act (DMCA) Procedures

Infringement Reporting Procedures. If you own copyright, trademark, patent, or other intellectual property rights (" **IP Rights Owner**"), or if you are an agent authorized to act on the IP Rights Owner's behalf (" **Authorized Agent**"), and you have a good faith belief that material or products on the Site infringe the IP Rights Owner's copyright, trademark, or other intellectual property right, and you would like to bring it to LaPangaea's attention, you can report your concern(s) by submitting your complaint here (<u>complaints@laPangaea.com</u>)

#### 15. Disclaimer of Warranty

AS PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK. NEITHER LAPANGAEA, NOR ITS SUBSIDIARIES OR AFFILIATES OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, MERCHANTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS OR ANY OF THEIR OFFICERS. DIRECTORS, EMPLOYEES OR AGENTS, WARRANT THAT USE OF THE SITE WILL BE UNINTERRUPTED, SECURE, VIRUS-FREE, OR ERROR FREE, NOR DO THEY MAKE ANY WARRANTY AS TO (A) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE, OR (B) THE ACCURACY, COMPLETENESS, OR RELIABILITY OF (I) THE CONTENT ON THE SITE, INCLUDING, WITHOUT LIMITATION, MERCHANT OFFERINGS, PRODUCTS, OR OTHER AVAILABLE PROGRAMS, (II) DESCRIPTIONS OF MERCHANT OFFERINGS, PRODUCTS, OR OTHER AVAILABLE PROGRAMS, OR (III) USER CONTENT PROVIDED THROUGH THE SITE. THE SITE AND ALL CONTENT, USER CONTENT AND OTHER INFORMATION CONTAINED ON THE SITE, MERCHANT OFFERINGS, PRODUCTS AND OTHER AVAILABLE PROGRAMS ACCESSIBLE OR AVAILABLE THROUGH THE SITE. ARE MADE ACCESSIBLE OR AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE EXTENT ALLOWED BY APPLICABLE LAW, LAPANGAEA HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE OPERATION OF THE SITE OR THE CONTENT, USER CONTENT, OR OTHER INFORMATION CONTAINED ON THE SITE OR THE MERCHANT OFFERINGS, PRODUCTS, OR OTHER AVAILABLE PROGRAMS ACCESSIBLE OR AVAILABLE THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, THOSE OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, MERCHANTABILITY, SUITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING, THE WARRANTY LIMITATIONS IN THIS SECTION ARE NOT INTENDED TO LIMIT ANY WARRANTY PROVIDED DIRECTLY BY A MERCHANT OR BY THE SERVICE PROVIDED OR ANY EXPRESS REPRESENTATIONS OR WARRANTIES BY LAPANGAEA THAT ARE INCLUDED IN OTHER APPLICABLE TERMS.

#### 16. Limitation of Liability

AS PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LAPANGAEA, ITS SUBSIDIARIES OR AFFILIATES OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, MERCHANTS, PARTNERS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY DIRECT OR INDIRECT LOST PROFITS OR LOST BUSINESS DAMAGES, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH ANY OF THE FOLLOWING: (A) YOUR USE OF THE SITE, THE CONTENT, USER CONTENT, INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INFORMATION, AND ANY OTHER INFORMATION EITHER CONTAINED IN THE SITE OR SUBMITTED BY YOU TO THE SITE; (B) YOUR INABILITY TO USE THE SITE; (C)

MODIFICATION OR REMOVAL OF CONTENT SUBMITTED ON THE SITE; (D) THE MERCHANT OFFERINGS, PRODUCTS, SERVICES, AND OTHER AVAILABLE PROGRAMS ACCESSIBLE OR AVAILABLE THROUGH THE SITE; (E) ANY PRODUCTS OR SERVICES PURCHASED OR OBTAINED DIRECTLY FROM A MERCHANT; (F) THESE TERMS OF USE; OR (G) ANY IMPROPER USE OF INFORMATION YOU PROVIDE TO THE SITE, INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INFORMATION. IN NO EVENT WILL LAPANGAEA'S LIABILITY IN CONNECTION WITH A MERCHANT OFFERING, PRODUCT, AND OTHER AVAILABLE PROGRAMS EXCEED THE AMOUNTS PAID FOR THE APPLICABLE VOUCHER, PRODUCT, OR SERVICE. THE LIABILITY LIMITATIONS IN THIS SECTION ARE NOT INTENDED TO LIMIT ANY WARRANTY PROVIDED DIRECTLY BY A MERCHANT OR BY THE APPLICABLE MANUFACTURER OF PHYSICAL PRODUCTS OR ANY EXPRESS REPRESENTATIONS OR WARRANTIES BY LAPANGAEA THAT ARE INCLUDED IN OTHER APPLICABLE TERMS, NOR ARE THEY INTENDED TO LIMIT REMEDIES YOU MIGHT HAVE FOR PRODUCT-RELATED INJURY.

#### 17. Electronic Communications

When you use the Site or send emails to LaPangaea or through LaPangaea, you are communicating with us electronically or our members, or registered users, and consent to receive electronic communications related to your use of the Site. We will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures, and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. Notices from us will be considered delivered to you and effective when sent to the email address you provide on the Site or from which you otherwise email us.

# 18. Websites of Others

The Site contains links to websites maintained by other parties. These links are provided solely as a convenience to you and not because we endorse or have an opinion about the contents on such websites. We expressly disclaim any representations regarding the content or accuracy of materials on such websites or the privacy practices of those websites. If you decide to access websites maintained by other parties, you do so at your own risk. We are not responsible or liable, directly or indirectly, for any damage, loss, or liability caused or alleged to be caused by or in connection with any use of or reliance on any content, Products, or services available on or through any such linked site or resource.

# 19. Indemnification/Release

You agree to defend, indemnify, and hold harmless LaPangaea, its subsidiaries and affiliates, and their respective directors, officers, employees and agents from and against all claims and expenses, including, without limitation, attorneys' fees, arising out of, related to, or in connection with any of the following: (a) any User Content submitted or posted by you, in connection with the Site, or any use of the Site in violation of these Terms of Use; (b) fraud you commit or your intentional misconduct or gross negligence; or (c) your violation of any applicable U.S., Canadian, Mexican or foreign law or rights of a third-party.

You are solely responsible for your interactions with Merchants and other users of the Site. To the extent permitted under applicable laws, you hereby release LaPangaea from any and all claims or liability related to any product or service of a Merchant, regardless of whether such product or service is a Merchant Offering available through the Site, any action or inaction by a Merchant, including, without limitation, but not limited to any harm caused to you by action or inaction of a Merchant, a Merchant's failure to comply with applicable law and/or failure to abide by the terms of a Merchant Offering or any other product or service purchased or obtained by you from the Merchant, and any conduct, speech or User Content, whether online or offline, of any other third-party.

# 20. Force Majeure

LaPangaea shall be excused from performance under these Terms of Use, to the extent it or a Merchant or Service Provided, is prevented or delayed from performing, in whole or in part, as a result of an event or series of events caused by or resulting from: (a) weather conditions or other elements of nature or acts of God; (b) acts of war, acts of terrorism, insurrection, riots, civil disorders, or rebellion; (c) quarantines or embargoes; (d) labor strikes; (e) error or disruption to major computer hardware or networks or software failures; or (g) other causes beyond the reasonable control of LaPangaea or a Merchant, as applicable.

# 21. Assignment

You may not assign these Terms of Use, or any rights, benefits, or obligations hereunder, by operation of law or otherwise, without the express written permission of LaPangaea. Any attempted assignment that does not comply with these Terms of Use shall be null and void. LaPangaea may assign these Terms of Use, in whole or in part, to any third-party in its sole discretion.

# 22. Entire Agreement

The Terms of Use, including, without limitation, the incorporated Terms of Sale, Special Programs, Privacy Statement, and other terms incorporated by reference, constitute the entire agreement and understanding between you and LaPangaea with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between you and LaPangaea with respect to such subject matter.

# 23. Choice of Law

Any disputes arising out of or related to these Terms of Use and/or any use by you of the Site or LaPangaea's services shall be governed by the laws of the Province of Ontario, without regard to its choice of law rules and without regard to conflicts of laws principles.

If you reside in Canada, any disputes arising out of or related to these Terms of Use and/or any use by you of the Site or LaPangaea's services shall be governed by the laws of the Province in which you reside at the time you enter into these Terms of Use, without regard to its choice of law rules and without regard to conflicts of laws principles. LaPangaea and you specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods as that Convention may be incorporated into applicable law.

#### 24. Dispute Resolution/Arbitration Agreement

(a) <u>Binding Arbitration</u>. Except as specifically stated herein, any dispute or claim between you and LaPangaea and/or its subsidiaries, affiliates, and/or any of their respective members, officers, directors, and employees (all such entities collectively referred to herein as the "LaPangaea Entities") arising out of, relating in any way to, or in connection with the Terms of Use, the Site or your use of the Site, your Personal Information, or any Products or Merchant Offerings ("Dispute(s)") shall be resolved exclusively by final, binding arbitration; except that you may bring a qualifying claim over a Dispute in a small claims court. By virtue of this Dispute Agreement (defined below), you and LaPangaea are each giving up the right to go to court and have a Dispute heard by a judge or jury.

To begin an arbitration proceeding, you must submit the Dispute by utilizing the forms available at https://allontario.ca/consumer-protection-laws-in-ontario,

(b) No Class Action Matters. We each agree that we shall bring any Dispute against

the other in our respective individual capacities and not as a plaintiff or class member in any purported class, representative proceeding or as an association. In addition, we each agree that Disputes shall be arbitrated only on an individual basis and not in a class, consolidated, or representative action and that the arbitrator may award relief (including injunctive relief) only on an individual basis. The arbitrator does not have the power to vary these provisions.

(c) Choice of Law and Forum; No Jury Trial. If for any reason a Dispute proceeds in court: (i) except with respect to a qualifying claim over a Dispute in a small claims court, which you shall have the right to bring in a court of competent jurisdiction in the county in which you reside, you and LaPangaea agree that any Dispute may only be instituted in a state or federal court in Cook County, Illinois/Northern District of Illinois; (ii) you and LaPangaea irrevocably consent and submit to the exclusive personal jurisdiction and venue of such courts for resolution of such Disputes; and (iii) you and LaPangaea agree to waive any right to a trial by jury. You and LaPangaea agree that the Federal Arbitration Act, the AAA rules, applicable federal law, and the laws of the State of Illinois, without regard to principles of conflicts of law, will govern this Dispute Agreement and any Disputes.

# 26. Additional Disclosures

No waiver by either you or LaPangaea of any breach or default or failure to exercise any right allowed under these Terms of Use is a waiver of any preceding or subsequent breach or default or a waiver or forfeiture of any similar or future rights under our Terms of Use. The section headings used herein are for convenience only and shall be of no legal force or effect. If a court of competent jurisdiction holds any provision of our Terms of Use invalid, such invalidity shall not affect the enforceability of any other provisions contained in these Terms of Use, and the remaining portions of our Terms of Use shall continue in full force and effect.

You are contracting with LaPangaea, Inc. Correspondence should be directed to: LaPangaea Trading Corp. 2070 Speers Road, Suite# 8, Oakville, ON, L6L 2X8 <a href="http://www.LaPangaea.com/help">http://www.LaPangaea.com/help</a>.

The provisions of these Terms of Use apply equally to, and are for the benefit of, LaPangaea, its subsidiaries, affiliates, Merchants, and its third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly.