

# **Stellar Patterns Consulting Inc.**

## **Last Updated: April 6, 2025**

Please read these Terms and Conditions ("Terms") carefully before using our website or engaging our services. By accessing or using our website, you agree to be bound by these Terms. Please do not use our website or services if you disagree with these Terms.

## **1. Definitions**

In these Terms:

- "Company," "we," "us," or "our" refers to Stellar Patterns Consulting Inc.
- "Website" refers to all content, services, and products available at or through the domain operated by Stellar Patterns Consulting Inc. ([www.stellarpatternsconsulting.ca](http://www.stellarpatternsconsulting.ca)) and all associated sub-domains.
- "Services" refers to all consulting services offered by Stellar Patterns Consulting Inc., including but not limited to research, business development, strategic planning, monitoring and evaluation, grant writing, facilitation, community engagement, project management, digital health innovation, capacity building, indigenous relations, negotiations, and business process management.
- "Client," "you," or "your" refers to any individual or entity that accesses our Website or engages our Services.

## **2. Acceptance of Terms**

By accessing our Website or using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms. We reserve the right to modify these Terms at any time without prior notice. Your continued use of the Website or Services following any changes constitutes your acceptance of the revised Terms.

## **3. Services**

### **3.1 Service Description**

We provide consulting services as outlined on our Website. The specific details, deliverables, timelines, and fees for Services will be defined in a separate written agreement between the Company and the Client.

### **3.2 Service Limitations**

We strive to provide high-quality Services, but we cannot guarantee specific outcomes or results. Our Services are advisory, and the implementation of our recommendations is at the Client's discretion.

### **3.3 Third-Party Services**

We may recommend third-party services or products as part of our Services. We are not responsible for the content, policies, or practices of any third-party services or products.

## **4. Client Responsibilities**

### **4.1 Accurate Information**

Clients must provide accurate, complete, and up-to-date information as required for the provision of our Services.

### **4.2 Cooperation**

Clients must cooperate with us and provide timely responses to our requests for information, feedback, or decisions necessary to provide the Services.

### **4.3 Use of Deliverables**

Clients are responsible for the implementation and use of any deliverables, recommendations, or advice provided as part of our Services.

## **5. Intellectual Property**

### **5.1 Company Intellectual Property**

All content on the Website, including but not limited to text, graphics, logos, icons, images, audio clips, digital downloads, and software, is the property of the Company or its content suppliers and is protected by international copyright laws. The compilation of all content on the Website is the exclusive property of the Company and is protected by international copyright laws.

### **5.2 Client Materials**

Clients retain ownership of any materials or information they provide to us. By providing such materials, Clients grant us a non-exclusive, worldwide, royalty-free license to use, reproduce, and modify these materials solely for the purpose of providing the agreed upon services.

### **5.3 Deliverables**

Unless otherwise specified in a written agreement, the Company retains ownership of all intellectual property rights in the deliverables created as part of the Services. Upon full payment, Clients receive a non-exclusive, non-transferable license to use the deliverables for their internal business purposes.

## **6. Confidentiality**

### **6.1 Company Confidentiality Obligations**

We will treat all non-public information provided by Clients as confidential and will not disclose such information to any third party without the Client's consent, except as required by law or as necessary to provide the Services.

### **6.2 Client Confidentiality Obligations**

Clients agree to maintain the confidentiality of any proprietary information disclosed by the Company during the provision of Services.

## **7. Privacy**

Our Privacy Policy, which is incorporated by reference into these Terms, explains how we collect, use, and disclose information that pertains to your privacy. By accessing or using the Website or Services, you agree to our Privacy Policy.

## **8. Payment Terms**

### **8.1 Fees**

Fees for our Services will be as specified in a separate written agreement between the Company and the Client.

### **8.2 Invoices**

Invoices will be issued according to the schedule specified in the written agreement. Payment is due within 30 days of the invoice date unless otherwise specified.

### **8.3 Late Payments**

Late payments may be subject to interest charges at a rate of 1.5% per month or the maximum rate permitted by law, whichever is lower.

## **9. Termination**

### **9.1 Termination by Client**

Clients may terminate Services as specified in their written agreement with the Company. Clients remain responsible for payment of all fees for Services provided up to the date of termination.

### **9.2 Termination by Company**

We reserve the right to terminate Services if a Client breaches these Terms or their written agreement with us, or if we are unable to provide the Services due to circumstances beyond our control.

## **10. Warranties and Disclaimers**

### **10.1 Service Warranty**

We warrant that our Services will be performed in a professional manner consistent with industry standards. This warranty is exclusive and in lieu of all other warranties, whether express or implied.

### **10.2 Disclaimer**

THE WEBSITE AND SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. THE COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

### **10.3 Website Availability**

We do not warrant that the Website will be uninterrupted or error-free. We reserve the right to modify, suspend, or discontinue the Website at any time without notice.

## **11. Limitation of Liability**

### **11.1 Limitation**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR USE, ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE OR SERVICES.

### **11.2 Cap on Liability**

THE COMPANY'S TOTAL LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE OR SERVICES SHALL NOT EXCEED THE AMOUNT PAID BY THE CLIENT FOR THE SERVICES GIVING RISE TO THE CLAIM.

## **12. Indemnification**

Clients agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or relating to:

- The Client's use of the Website or Services
- The Client's violation of these Terms
- The Client's violation of any rights of a third party
- The Client's violation of any applicable laws or regulations

## **13. Dispute Resolution**

### **13.1 Informal Resolution**

In the event of any dispute arising out of or in connection with these Terms, the Website, or the Services, the parties shall attempt to resolve the dispute informally through good-faith negotiations.

### **13.2 Mediation**

If the dispute cannot be resolved informally, the parties agree to submit the dispute to mediation before resorting to arbitration or litigation.

### **13.3 Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada, without regard to its conflict of law provisions.

#### **13.4 Jurisdiction**

Any legal action or proceeding arising out of or relating to these Terms, the Website, or the Services shall be brought exclusively in the courts of Alberta, Canada, and the parties consent to the personal jurisdiction of such courts.

### **14. General Provisions**

#### **14.1 Entire Agreement**

These Terms, together with any written agreement between the Company and the Client for specific Services, constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior or contemporaneous communications, whether electronic, oral, or written.

#### **14.2 Severability**

If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.

#### **14.3 Assignment**

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by the Company without restriction.

#### **14.4 Waiver**

The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

#### **14.5 Force Majeure**

We shall not be liable for any failure to perform our obligations under these Terms where such failure results from any cause beyond our reasonable control, including but not limited to, natural disaster, terrorism, labor stoppage, Internet service provider failure or delay, fire, flood, storm, or other acts of God.

### **15. Contact Information**

If you have any questions about these Terms, please contact us at:

Stellar Patterns Consulting Inc.

Email: [stellarpatternsconsulting@gmail.com](mailto:stellarpatternsconsulting@gmail.com)

Address:

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