

TERMS AND CONDITIONS

Credium Group Inc.

Last Updated: December 22, 2025

INTRODUCTION

These Terms and Conditions (“**Terms**”) constitute a legally binding agreement governing access to and use of our website, landing pages, digital platforms, online forms, content, communications, and services operated or made available by **Credium Group Inc.** (“**we**,” “**us**,” or “**our**”).

We operate a digital education and marketing platform intended for business owners and users globally. These Terms are established to clearly define the legal relationship between us and any individual or entity that accesses or uses our website or services (“**you**,” “**your**,” “**User**,” or “**Client**”).

The purpose of these Terms is to:

- Set forth the conditions under which you may access and use our website and services;
- Allocate rights, responsibilities, and risks between you and us;
- Provide transparency, legal certainty, and maximum legal protection in accordance with applicable laws.

By accessing, browsing, submitting information through, or otherwise using our website or services, **you confirm that you have read, understood, and agreed to be legally bound by these Terms.**

If you do not agree with these Terms in their entirety, you must immediately discontinue use of our website and services.

1. COMPANY INFORMATION

Legal Entity: **Credium Group Inc.**

Registered Address: 9131 Keele St, Suite A4, Vaughan, Ontario, Canada L4K 0G7

Official Contact Email: **info@credium.ca**

Website: <https://credium.ca>

For purposes of these Terms, “**Company**,” “**we**,” “**us**,” and “**our**” refer exclusively to Credium Group Inc.

2. DEFINITIONS

For the purposes of these Terms and Conditions, and for greater legal clarity and certainty, the following terms shall have the meanings set forth below, unless the context otherwise requires:

- “**User**” means any natural person or legal entity who accesses, browses, views, interacts with, or otherwise uses the Website, whether or not such person becomes a Client or enters into a Separate Agreement with us.
- “**Client**” means any User who engages us for Services, whether pursuant to these Terms, a Separate Agreement, or any other written or electronic arrangement.
- “**Services**” means, collectively and without limitation, all digital education programs, marketing-related content, training materials, informational resources, downloadable materials, automated communications, tools,

methodologies, and any other services or content offered, made available, or provided by us, whether through the Website or otherwise.

- **“Website”** means all websites, domains, subdomains, landing pages, applications, digital platforms, and online properties operated, owned, or controlled by us, including any future versions or replacements thereof.
- **“Separate Agreement”** means any written contract, agreement, proposal, statement of work, engagement letter, or other legally binding instrument executed between us and a Client, whether in electronic or physical form.

3. ACCEPTANCE, CAPACITY, AND AUTHORITY

By accessing or using the Website or Services, you expressly represent, warrant, and covenant that:

- You are at least the age of majority in your jurisdiction of residence;
- You possess full legal capacity, right, and authority to enter into and be bound by these Terms;
- If you are accessing or using the Website or Services on behalf of a corporation, partnership, or other legal entity, you have been duly authorized to bind such entity, and such entity agrees to be bound by these Terms.

Your continued access to or use of the Website or Services shall constitute **conclusive and legally binding evidence** of your acceptance of these Terms, as they may be amended from time to time.

4. LEGAL HIERARCHY AND PRIORITY OF AGREEMENTS

4.1 Nature and Purpose of Website Terms

These Terms are intended to operate as **general, informational, and framework-level conditions** governing access to and use of the Website and Services.

They are **not intended to replace, amend, supersede, or otherwise limit** any individually negotiated or customized contractual arrangements entered into between us and a Client.

4.2 Priority Clause

In the event of any conflict, inconsistency, discrepancy, or ambiguity between these Terms and any Separate Agreement executed between us and a Client, **the terms of the Separate Agreement shall prevail, govern, and control exclusively**, to the extent of such conflict.

This priority applies, without limitation, to:

- Agreements imposing stricter obligations or liabilities;
- Agreements containing additional limitations, exclusions, or remedies;
- Customized service, pricing, or performance arrangements.

4.3 Preservation of Contractual Rights

Nothing contained in these Terms shall be construed as reducing, waiving, impairing, or limiting any rights, remedies, protections, or defenses available to us under any Separate Agreement or under applicable law.

5. SCOPE AND NATURE OF SERVICES

We provide a range of digital education, marketing-related, and informational services, which may include content delivery, training materials, automated communications, and related resources.

The Services are provided strictly on an **“as-is” and “as-available” basis**, and we reserve the right, at our sole discretion, to:

- Modify, update, suspend, or discontinue any aspect of the Services at any time;
- Change the scope, format, or availability of the Services without prior notice.

Unless expressly agreed otherwise in a Separate Agreement:

- The Services do not constitute legal, financial, investment, or professional advice;
- No fiduciary, partnership, joint venture, or agency relationship is created between you and us by virtue of your use of the Website or Services.

6. DISCLAIMER – NO GUARANTEE OF RESULTS

6.1 No Warranty or Assurance of Outcomes

To the fullest extent permitted by applicable law, we expressly disclaim any and all guarantees, representations, warranties, or assurances, whether express or implied, regarding any outcomes, results, performance levels, or success arising from or related to the Services.

This includes, without limitation, any expectations relating to:

- Revenue or income generation;
- Business growth or expansion;
- Advertising or marketing performance;
- Conversion rates, lead generation, or customer acquisition;
- Rankings, visibility, or positioning on third-party platforms.

6.2 External Factors Beyond Our Control

You expressly acknowledge and agree that outcomes are dependent upon numerous factors beyond our reasonable control, including but not limited to:

- Market dynamics and economic conditions;
- Third-party platforms, tools, and algorithms;
- Actions, decisions, and execution by you or third parties;
- Competitive forces and regulatory changes.

6.3 Assumption of Risk

You voluntarily assume all risks associated with the use of the Services and reliance on any content, materials, or information provided. Use of the Website and Services is undertaken entirely at your own discretion and risk.

7. USER AND CLIENT OBLIGATIONS

You agree, covenant, and undertake to:

- Provide accurate, complete, current, and truthful information at all times;
- Use the Website and Services solely for lawful purposes and in accordance with applicable laws and regulations;

- Refrain from any misuse, unauthorized reproduction, distribution, or exploitation of the Website or Services;
- Not engage in any conduct that may damage, disrupt, or interfere with the Website, Services, or our operations.

We shall not be responsible or liable for any loss, damage, or adverse consequence arising from inaccurate, incomplete, misleading, or unauthorized information or actions attributable to you or any third party acting on your behalf.

8. COMPLAINTS, NOTICE, AND REMEDY PROCEDURE

8.1 Mandatory Written Notice

Any complaint, dispute, concern, dissatisfaction, or alleged breach arising out of or relating to the Website, the Services, or these Terms **must be submitted in writing** to our **sole and exclusive official email address**:

info@credium.ca

For the avoidance of doubt, **no other form of communication** including verbal communications, social media messages, messaging platforms, third-party intermediaries, or informal correspondence shall constitute valid or effective legal notice for any purpose.

8.2 Acknowledgment and Confirmation of Receipt

Upon receipt of a written notice that reasonably identifies the nature of the issue and the relief sought, we shall confirm receipt within a reasonable timeframe. Such confirmation shall not constitute an admission of liability or wrongdoing.

8.3 Mandatory Remedy and Cure Period

You expressly agree that you shall provide us with a **minimum cure period of ten (10) business days**, calculated from the date on which receipt of your notice is confirmed, during which we shall have a reasonable opportunity to:

- Investigate the matter in good faith; and
- Address, correct, mitigate, or otherwise remedy the issue, where reasonably possible.

8.4 Condition Precedent to Claims

Strict compliance with this notice and remedy procedure constitutes a **condition precedent** to the commencement of any claim, demand, arbitration, litigation, or other legal proceeding, to the fullest extent permitted by applicable law. Failure to comply may result in the claim being dismissed, stayed, or otherwise barred.

9. LIMITATION AND EXCLUSION OF LIABILITY

To the maximum extent permitted by applicable law:

9.1 Excluded Damages

We shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including without limitation damages for loss of profits, loss of revenue, loss of business opportunities, loss of data, or reputational harm, even if we have been advised of the possibility of such damages.

9.2 Monetary Cap on Liability

In no event shall our total cumulative liability arising out of or relating to the Website, the Services, or these Terms exceed the total amount actually paid by you to us during the **three (3) months immediately preceding** the event giving rise to the claim.

9.3 Basis of Liability

These limitations shall apply **regardless of the legal theory asserted**, whether in contract, tort (including negligence), misrepresentation, strict liability, or otherwise, and shall survive termination of these Terms.

10. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights, including without limitation all copyrights, trademarks, trade names, logos, service marks, content, text, graphics, designs, software, code, methodologies, processes, and proprietary materials, are and shall remain the **exclusive property of the Company or its licensors**.

Nothing in these Terms shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use our intellectual property except as expressly authorized in writing. Unauthorized use may result in legal action.

11. TERMINATION AND SUSPENSION

We reserve the unrestricted right, in our sole discretion, to suspend, restrict, or terminate your access to the Website or Services, in whole or in part, at any time and with or without prior notice, if:

- You violate these Terms or applicable law;
- Your conduct poses a legal, regulatory, or reputational risk; or
- Continued access is no longer commercially or operationally viable.

Termination shall not affect any rights or remedies accrued prior to termination and shall not limit any rights available under a Separate Agreement.

12. GOVERNING LAW AND EXCLUSIVE JURISDICTION

These Terms, and any dispute or claim arising out of or relating to them, shall be governed exclusively by and construed in accordance with the laws of the **Province of Ontario, Canada**, without regard to conflict-of-laws principles.

You irrevocably submit to the **exclusive jurisdiction of the courts located in Toronto, Ontario**, and waive any objection based on venue, forum non conveniens, or similar doctrines.

13. LANGUAGE

The **English language version** of these Terms shall be the **sole legally binding and controlling version**.

Any translations are provided solely for convenience and shall have no legal force or effect.

14. SEVERABILITY

If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

15. ENTIRE AGREEMENT

These Terms constitute the **entire agreement** governing your use of the Website and Services, and supersede all prior or contemporaneous understandings relating thereto, **subject always to the express priority of any Separate Agreement**, which shall prevail in the event of any conflict or inconsistency.