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Effective Date: September 1, 2025

Last Updated: August 20, 2025

This Terms of Service Agreement ("Agreement" or "Terms") is a binding contract between you ("User," "you," or "your") and Soudelka Technologies Inc., a corporation organized under the laws of Ontario, Canada, with its principal place of business at 103 Penndutch Circle, Stouffville, Ontario, L4A0P2 ("Soudelka," "StuSync," "we," "us," or "our").

By downloading, accessing, or using the **StuSync** mobile application ("**App**"), or by creating an account, you agree to be bound by these Terms and all applicable laws and regulations. If you do not agree with any part of these Terms, you must not access or use StuSync.

These Terms govern your use of the StuSync App and all associated services offered by **Soudelka Technologies Inc.** 

## 1. ELIGIBILITY AND USER AGE RESTRICTIONS

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### 1.1. Minimum Age Requirement

To register for, access, or use the StuSync App, you must be at least **17 years of age**. This is based on the minimum age of enrollment at recognized post-secondary institutions in Canada. By using StuSync, you represent and warrant that:

- You are at least 17 years old
- You meet the eligibility criteria under these Terms
- You are a student or affiliated user of a Canadian college or university

## 1.2. Geographic Scope

StuSync is currently intended for use only in **Canada**. The platform is launching in **Waterloo and Wilfrid Laurier University** from **September to December 2025**, followed by a country-wide rollout in **January 2026**. Users from other jurisdictions should not access or use the App unless otherwise authorized.

#### 1.3. Jurisdictional Limitation

Soudelka Technologies Inc. is incorporated and operates under the laws of the Province of Ontario, Canada. You agree that any use of the App outside Canada is at your own initiative and risk, and that you are responsible for compliance with all applicable local laws in your jurisdiction.

### 1.4. Prohibition of Access by Underage Users

StuSync does not knowingly collect or allow the use of its platform by individuals under the age of 17. If we learn or have reason to believe you are under 17, we reserve the right to:

- 1. Suspend or terminate your account
- 2. Delete any content or data associated with your profile
- 3. Take any additional actions required to comply with legal obligations

StuSync is **not** directed to children under the age of 17. We do not knowingly collect, use, or disclose personal information from individuals under 17. If we become aware that we have inadvertently collected such information, we will delete it promptly.

#### 1.5. No Parental Consent Option

As StuSync is not designed for users under 17, we do not offer or recognize parental consent as a valid basis for use of the platform by minors.

#### 1.6. Business Users and Partners

If you are registering or using StuSync on behalf of a business or organization (e.g., bar, housing agency, student club, service provider), you represent and warrant that:

- You have the authority to bind the business or organization to these Terms
- You agree to these Terms on behalf of the business or organization
- You will be held personally responsible if such authority is later disputed

#### 1.7. Verification

StuSync may require you to verify your age, identity, or university affiliation using email domain

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verification, two-factor authentication (2FA), or other forms of verification. We reserve the right to deny access to users who fail to meet our verification criteria.

#### 2. ACCEPTANCE OF TERMS AND MODIFICATIONS

#### 2.1. Binding Agreement

By registering an account, browsing the StuSync application, uploading content, using any feature of the platform, or interacting with other users through the App, you acknowledge and agree that you:

- 1. Have read, understood, and accepted these Terms in full
- 2. Are legally capable of entering into binding contracts
- 3. Consent to be legally bound by this Agreement as it may be amended from time to time

If you do not agree to these Terms in their entirety, you may not access or use the StuSync App or any related services.

#### 2.2. Modification of Terms

StuSync reserves the right, in its sole discretion, to modify, amend, or update these Terms of Service at any time, with or without notice. Changes may include but are not limited to:

- 1. Feature additions, removals, or modifications
- 2. Updates in privacy, data handling, or security practices
- 3. Adjustments to user obligations or community guidelines
- 4. Legal compliance updates required by Canadian law or international obligations

We will make reasonable efforts to notify users of significant changes, including via email or in-app notifications. However, it is your responsibility to regularly review these Terms for any modifications.

#### 2.3. Continued Use as Acceptance

Your continued use of the App following any modification to these Terms constitutes your express acceptance of the modified Terms. If you do not agree with any update, your sole remedy is to discontinue use of the App and delete your account.

### 2.4. Version Control and Effective Dates

Each update to these Terms will be marked with a "Last Updated" date at the top of this document. StuSync may also keep archived versions of previous Terms upon request for legal transparency and user reference.

## 2.5. Superseding Agreements

These Terms supersede any prior agreements or understandings between you and StuSync regarding your use of the App. Any additional or conflicting terms in prior versions are void unless expressly stated otherwise by StuSync in writing.

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## 2.6. Electronic Signatures and Acceptance

You agree that your acceptance of these Terms, whether by clicking a button, checking a box, or engaging with the application, constitutes your electronic signature under the **Personal Information Protection** and **Electronic Documents Act (PIPEDA)** and the **Electronic Commerce Act (Ontario)**. This has the same force and effect as a manual signature.

#### 2.7. Language and Interpretation

These Terms are written in English. If we offer translations of the Terms for convenience, the English version shall govern in the event of any conflict between versions.

### 2.8. Headings

Headings used in this Agreement are for convenience only and shall not affect the interpretation of any provision.

#### 3. DESCRIPTION OF SERVICES

### 3.1. Overview of StuSync

StuSync is a mobile and web-based platform owned and operated by **Soudelka Technologies Inc.** The application is designed to support Canadian post-secondary students (ages 17+) by providing a centralized digital hub for campus life. The platform facilitates verified social connections, housing, event discovery, service exchanges, and peer-to-peer communication. The App also supports limited business user participation via a partner tier system.

StuSync currently operates in a **beta deployment phase** at select Ontario universities [Wilfrid Laurier University and University of Waterloo] and intends to expand nationally by **January 2026**.

## 3.2. Core Features Offered to Users

As of the Effective Date of these Terms, the StuSync App offers the following functional modules, all subject to change or removal at the sole discretion of Soudelka Technologies Inc.:

#### 1. User Registration & Authentication:

- Sign up by uploading a valid student identification card for verification.
- Account authentication is handled by Firebase Authentication. Student ID images are reviewed
  and verified through StuSync's verification process, which may use Google Cloud services for
  text or logo detection. Firebase Authentication does not itself validate the student ID image.
- SMS-based two-factor authentication (2FA) is required for re-authentication if the app is deleted and reinstalled.

#### 2. Messaging System:

- Secure 1:1 and group messaging
- Support for media file attachments (photos only)
- Message reactions and pinned messages
- o Built using Gifted Chat with backend protections and middleware

#### 3. UMatch System:

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- Swipe-based matching system for the following categories:
  - a. Finding friends
  - b. Finding roommates
  - c. Dating
  - d. Expanding academic network
- Limited daily swipes (except for premium users)
- Matching determined based on mutual interest selections

#### 4. Housing Hub:

- Post and browse housing listings
- Request verification for listings (optional)
- Messaging with landlords and co-tenants
- Flag/report suspicious listings

#### 5. Events Hub:

- o Discover, post, and RSVP to on-campus or student-oriented events
- Businesses and organizations may post events (tiered access)
- o Events may include images and location pins

### 6. Services Marketplace:

- Users can post or request services (e.g., tutoring, moving help, haircutting)
- Location-based pins to view nearby offerings
- 'Hotspot' promotional pins redirect to featured services/events

## 7. Business Partner Tools (subject to paid plans):

- Ability to create verified business profiles
- o Post listings, events, or services
- Purchase optional post boosts for additional exposure

#### 8. Profile Management:

- Users may customize personal profiles including bios, interests, and profile photos
- Profiles are only visible to other users within the same university unless otherwise specified
- o Blocking and reporting functionalities available

#### 9. File Upload and Management:

- Upload images and documents (resumes, housing documents, etc.)
- View, delete, or manage uploaded files
- File size and type restrictions apply
- Uploaded files stored in Google Cloud Storage

#### 10. Data Export:

• Users may request machine-readable copies of their personal data

### 3.3. Service Availability and Limitations

StuSync is intended solely for use by residents of **Canada**, specifically those affiliated with **recognized Canadian post-secondary institutions**. While most features are freely available, access to premium services (StuSync+) and partner/business accounts is subject to payment under the terms outlined in Section 11.

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The App is provided **as-is** and **as-available**, and while we aim to maintain uptime and feature continuity, we reserve the right to:

- 1. Modify or discontinue any part of the App without notice
- 2. Limit or restrict access to certain users or institutions
- 3. Implement or remove content moderation protocols
- 4. Introduce new premium features or discontinue beta features at any time

### 3.4. User Acknowledgements

By using StuSync, you acknowledge that:

- 1. The App is not a housing authority, real estate agent, university official service, or formal dating provider
- 2. Listings, messages, events, and service offers are created by users and not pre-screened
- 3. StuSync is not liable for the accuracy, legality, safety, or quality of user-generated content
- 4. Use of StuSync is at your own risk, subject to limitations and disclaimers in this document

#### 3.5. Beta Status Disclaimer

As of the Effective Date, StuSync is in **beta**. As such:

- 1. The App may include bugs, incomplete features, or areas under development
- 2. Certain features (e.g., AI assistant, push notifications) are not yet active
- 3. Your feedback and usage behavior may be monitored to improve service
- 4. We are not liable for interruptions, data loss, or feature instability during this period

## 3.6. Third-Party Tools and Integrations

The App may utilize third-party services, including but not limited to:

- 1. Firebase (authentication, Firestore database, file storage, and analytics)
- 2. Google Cloud (for file handling)
- 3. AdMob (for in-app advertisements)
- 4. Potential future AI monitoring and recommendation services

## 3.7. Push Notifications

StuSync may provide push notifications to alert you of new messages, event updates, housing posts, or other platform activity. At this time, StuSync does not use push notifications for marketing or advertising purposes. Users may control notification preferences through their device settings or in-app options.

By using the App, you consent to reasonable integrations with such tools, as further explained in our **Privacy Policy**.

## 4. ELIGIBILITY AND USER ACCOUNTS

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## 4.1. Eligibility Requirements

To register for and use the StuSync platform, you must meet all of the following criteria:

## 1. Be seventeen (17) years of age or older

- StuSync is designed for Canadian post-secondary students, and age 17 is considered the minimum typical entry age for university or college.
- Users under 17 are strictly prohibited from registering, accessing, or using the App. If we discover that you are under 17, your account will be terminated and all associated data permanently deleted.

## 2. Be a resident of Canada

- StuSync is only available to users physically located in Canada.
- International users will be blocked and are not supported until further notice.

## 3. Be currently enrolled at or affiliated with a recognized Canadian post-secondary institution

- Proof of affiliation is established through submission of a valid student identification card issued by the institution.
- Only users with a valid and authentic student ID card are permitted to create a user account.
- StuSync may periodically revalidate student ID credentials or request re-authentication to confirm ongoing eligibility.

### 4. Consent to and comply with all StuSync Terms of Service and Privacy Policy

- Continued access and use of the platform is contingent upon acceptance of and adherence to these terms.
- Failure to comply may result in account suspension or termination as outlined below.

### 4.2. Account Registration and Verification Process

Users must complete the following steps to activate an account:

#### 1. ID Card Registration

You must provide a valid student identification card issued by a recognized Canadian post-secondary institution during sign-up. Personal documents (e.g., driver's licenses or health cards) are not accepted.

If your institution is not yet supported, you may be placed on a waitlist.

#### 2. ID Verification

Your uploaded student ID will be validated through StuSync's verification process using Firebase Authentication.

Verification must be successfully completed to activate your account. Failure to verify will prevent access.

#### 3. SMS-Based Two-Factor Authentication (2FA)

- If you delete and reinstall the app, you must reauthenticate via SMS-based 2FA to regain access.
- This security protocol helps protect accounts against impersonation or unauthorized access.

## 4.3. Account Security

Users are responsible for safeguarding their login credentials, and agree to:

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- 1. Not share login credentials or allow others to access their account
- 2. Promptly notify StuSync if they suspect unauthorized access
- 3. Use secure passwords and avoid reusing passwords from other platforms

StuSync is not responsible for losses, damages, or liabilities arising from compromised credentials due to user negligence.

#### 4.4. Account Management and Profile Data

Once registered, users may manage their account via the in-app profile settings. Users are permitted to:

- 1. Upload a profile image and set a biography or interest tags
- 2. Customize matchmaking preferences (e.g., friend, academic, roommate, dating)
- 3. Set visibility or messaging preferences
- 4. Edit or delete personal data directly from their profile
- 5. Request a machine-readable data export

Profile content must comply with community guidelines and shall not include offensive, illegal, or misleading information.

We retain personal data while your account remains active. If you delete your account, we will permanently delete personal data within 30 days, with encrypted backups overwritten on a scheduled rotation, maximum 90 days, unless a longer period is required by law.

### 4.5. Account Suspension or Termination

StuSync reserves the right to suspend or terminate any user account, with or without prior notice, at its sole discretion. Grounds for termination include, but are not limited to:

- 1. Violation of these Terms or the Privacy Policy
- 2. Engaging in hate speech, spam, impersonation, harassment, or fraud
- 3. Attempting to subvert verification systems
- 4. Posting harmful, offensive, or misleading content
- 5. Attempting to gain unauthorized access to backend systems or other users' data
- 6. Use of bots, scraping tools, or automated systems without permission

Suspended or banned users will be permanently removed from the platform, and all associated data will be deleted. Users may submit **one written appeal** within **14 days** of suspension by contacting management@soudelka.ca. Appeals will be reviewed on a case-by-case basis. If the appeal is denied, the ban and deletion remain permanent, and no further appeals will be accepted.

## 4.6. Account Deletion by User

Users may delete their account voluntarily by:

- 1. Navigating to the profile settings and selecting "Delete Account"
- 2. Requesting deletion via email to support@stusync.ca (if unable to access the app)

Upon user-initiated deletion:

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- All user data, including photos, messages, listings, and profile content, will be permanently removed.
- This action is irreversible.

StuSync may retain certain data if legally required (e.g., for fraud prevention, legal inquiries, or financial recordkeeping).

#### 4.7. Business Partner Accounts

Business users (e.g., bars, event organizers, service providers) may create specialized accounts subject to the following:

- 1. Business accounts must be tied to an email associated with a verifiable organization
- 2. StuSync offers three tiers:
  - a. Free account with basic listing capabilities
  - b. Paid Standard Plan with promotion tools
  - c. Paid Premium Plan with advanced features, event priority, and boosted reach

All business users must comply with our Partner Terms and may not pose as student users or misrepresent services. Abuse or violation may result in suspension or legal action.

## 5. ACCEPTABLE USE POLICY

#### 5.1. Purpose of the Acceptable Use Policy

This Acceptable Use Policy ("AUP") defines the boundaries of lawful and appropriate behavior on the StuSync platform. By accessing or using any part of the StuSync mobile application or services (the "App"), all users agree to comply with the terms of this section. Violations may result in suspension, removal, or referral to legal authorities as appropriate.

This AUP applies to all users, including but not limited to student accounts, business accounts, administrators, and anyone accessing or interacting with the App in any capacity.

#### 5.2. Prohibited Conduct

You agree that you shall not, under any circumstance, use StuSync to engage in any of the following activities:

#### 1. Illegal Activities

- a. Uploading, transmitting, or distributing any content that violates any applicable Canadian federal, provincial, or municipal law or regulation
- b. Facilitating or promoting any unlawful behavior, including but not limited to fraud, doxxing, harassment, or impersonation
- c. Attempting to solicit, enable, or conduct transactions involving illegal substances, firearms, or unlicensed financial services

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## 2. Harassment and Abuse

- a. Bullying, threatening, or harassing other users based on race, ethnicity, gender identity, sexual orientation, religion, disability, or any other protected class
- b. Sending unsolicited sexual content or using the platform to pursue romantic or sexual interaction without consent
- c. Making repeated unwanted contact, or bypassing user blocks to continue interactions

## 3. Hate Speech and Discrimination

- a. Publishing or transmitting content that is hateful, violent, or discriminatory
- b. Promoting extremist ideologies or organizations classified as hate groups in Canada
- c. Defending or glorifying acts of terrorism, genocide, or violence

## 4. Spam and Platform Manipulation

- a. Creating multiple fake accounts to manipulate algorithms, match systems, or post content
- b. Using bots, scrapers, or automation tools to extract data, spam other users, or manipulate app behavior
- c. Posting promotional content without authorization, including unsolicited commercial messages

### 5. Infringement of Intellectual Property Rights

- a. Uploading or sharing content that violates copyright, trademark, or other proprietary rights without proper authorization
- b. Distributing pirated software, counterfeit items, or plagiarized materials
- c. Using StuSync's name, logo, or brand identity in unauthorized commercial contexts

### 6. Misrepresentation or Fraud

- a. Misrepresenting your identity, affiliation with an institution, or any information on your profile
- b. Using another person's credentials to gain access to the App
- c. Impersonating other users or pretending to be part of the StuSync staff or moderation team

#### 7. Circumvention and Exploitation

- a. Attempting to bypass verification mechanisms
- b. Exploiting bugs, errors, or vulnerabilities in the platform for personal gain or to disrupt others
- c. Reverse-engineering, decompiling, or attempting to access the source code of the application without written consent from Soudelka Technologies Inc.

#### 8. Inappropriate Content

- a. Posting images or messages that are obscene, graphically violent, or sexually explicit
- b. Using sexually suggestive photos in non-dating contexts or in a way that violates community standards
- c. Uploading or linking to malware, viruses, phishing scams, or malicious scripts

#### 9. Misuse of Messaging System

- a. Sending threats, abusive language, or harassment via StuSync's messaging features
- b. Using messaging functionality to recruit for scams, pyramid schemes, or off-platform businesses
- c. Flooding group or private chats with spam or non-contextual content

## 10. Misuse of Marketplace, Events, or Services Modules

- a. Listing fraudulent items, fake events, or services you do not intend to provide
- b. Failing to honor posted offers, pricing, or descriptions
- c. Linking to off-platform payment processors in a way that circumvents Apple In-App Purchase or Google Play Billing policies.

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## 5.3. Community Features and Peer Interaction

StuSync enables users to interact with one another through a variety of features including messages, posts, events, services, and roommate/friend matching. You must:

- 1. Treat others with respect, professionalism, and consent
- 2. Respect local laws and campus policies when posting or organizing in-person events
- 3. Avoid excessive self-promotion or solicitation, unless expressly permitted within business-tier accounts
- 4. Only post content you have the rights to publish and that is appropriate for a university environment

#### 5.4. Platform Integrity

You may not engage in conduct that interferes with, disrupts, or otherwise negatively affects the integrity or proper functioning of the platform, including:

- 1. Excessively scraping data or accessing the app via automated means
- 2. Testing the platform's limits for security research without a formal agreement or bounty contract
- 3. Attempting to alter or disrupt the experience of other users through malicious scripts or social engineering

### 5.5. Enforcement and Consequences

Violation of this Acceptable Use Policy may result in one or more of the following actions, without limitation:

- 1. Temporary or permanent suspension of your account
- 2. Removal of content or listings in violation
- 3. Blocking access to certain features (e.g., messaging, posting, uploading)
- 4. Notification to relevant university authorities or legal bodies, where appropriate
- 5. Pursuit of legal remedies in accordance with Canadian law

StuSync retains sole discretion in interpreting whether conduct violates this AUP. Users will generally not be given prior warning unless the violation is minor or ambiguous.

#### 5.6 User Content and Events Disclaimer

You understand and agree that StuSync does not control, endorse, or guarantee the accuracy, safety, or legality of any content, listings, events, or services posted by users. We are not responsible for, and disclaim all liability arising from, any interactions, communications, transactions, attendance at events, or other activities that occur as a result of content made available through the Service. This includes, without limitation, any injury, loss, damage, dispute, or casualty that may occur before, during, or after an event or interaction arranged through StuSync. You participate in such activities at your own risk.

#### 5.7 Service Availability

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We do not guarantee that the Service will be available at all times or without interruption. We may suspend, withdraw, or restrict the availability of all or any part of the Service for business and operational reasons. We are not liable for any loss, damage, or inconvenience caused by any such unavailability.

#### 6. USER CONTENT AND INTELLECTUAL PROPERTY

## 6.1. Ownership of User Content

You retain ownership over any content that you submit, post, display, or otherwise make available on or through the StuSync platform ("User Content"), including but not limited to profile information, uploaded images, posts, event listings, marketplace items, and messages. By submitting User Content, you represent and warrant that:

- 1. You have the lawful right to post, distribute, and share the content, and
- 2. The content does not infringe upon the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party.

#### 6.2. StuSync License to User Content

By posting or uploading User Content to the StuSync platform, you hereby grant Soudelka Technologies Inc. a worldwide, non-exclusive, royalty-free, fully-paid, sublicensable, and transferable license to:

- 1. Use, host, store, reproduce, modify, adapt, publicly display, and distribute such content within the platform for the purposes of delivering platform functionality, enhancing user experience, facilitating community engagement, or promoting features of the App
- 2. Share User Content with other users within the intended scope of its posting (e.g., visibility of posts to roommates, messages to matches, photos in the marketplace)
- 3. Use anonymized and aggregated versions of your content for analytics, training, or improvement of platform services

This license continues until you remove your content from the platform or delete your account, with the exception of content that has been shared by others, used in system backups, or legally retained for audit or moderation purposes.

### 6.3. Platform Content Ownership

All platform content including but not limited to the software code, algorithms, layout, design elements, branding, graphics, and features of StuSync is the exclusive property of Soudelka Technologies Inc. or its licensors, protected under Canadian and international copyright, trademark, and intellectual property laws.

### Users may not:

- 1. Copy, reproduce, or republish any part of the app, its features, or branding elements without written permission
- Decompile, reverse-engineer, or attempt to extract source code from any part of the StuSync software

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3. Use the name "StuSync," its logo, or brand elements in any commercial context without formal authorization

## 6.4. Third-Party Content and Intellectual Property

If you believe that your intellectual property rights have been violated by content on the platform, you may submit a formal takedown request via email to: management@soudelka.ca. The request must include:

- 1. Identification of the protected work or material in question
- 2. Description of where the content is located within StuSync
- 3. A statement confirming you have rights to the content or are authorized to act on behalf of the rights holder
- 4. Your full name, contact information, and a signature (digital or physical)

StuSync will investigate claims promptly and, if warranted, remove the disputed content. Repeated or egregious violations by users may result in suspension or account termination.

#### 6.5. User Feedback and Suggestions

Any ideas, suggestions, proposals, or feedback you provide to StuSync concerning new features, platform improvements, bug fixes, or strategic changes are entirely voluntary and non-confidential. By submitting feedback, you acknowledge that:

- 1. StuSync may use your feedback to improve its platform or business strategy without obligation to compensate you
- 2. You grant StuSync an unrestricted, perpetual, irrevocable, royalty-free, transferable license to use, modify, and implement the feedback in any manner
- 3. StuSync is not obligated to implement or respond to the feedback provided

### 6.6. Content Removal and Moderation Rights

StuSync reserves the right, but not the obligation, to monitor, review, and remove any content that violates these Terms of Service, applicable law, or community standards, or which may harm the reputation or operations of the platform. Moderation may include:

- 1. Flagging inappropriate or offensive content
- 2. Hiding or removing posts, images, or listings
- 3. Editing descriptions for clarity or compliance
- 4. Banning repeat offenders or escalating violations to legal authorities

**Appeals**: Users may submit one written appeal within 14 days of suspension by contacting management@soudelka.ca. Appeals will be reviewed on a case by case basis. If the appeal is denied, the ban and deletion remain permanent, and no further appeals will be accepted.

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## 6.7. Survival of Rights After Termination

Upon termination of your account, most of your User Content will be removed or disassociated from your profile. However:

- 1. Content that has been reshared, quoted, or included in system backups may continue to exist
- 2. Content required for audit, fraud investigation, or legal compliance will be retained as needed
- 3. Aggregated data or de-identified user behavior may continue to be stored for research, analytics, or improvement of services

#### 7. PRIVACY AND DATA HANDLING

StuSync is committed to protecting your privacy and ensuring your personal data is handled in accordance with the **Personal Information Protection and Electronic Documents Act (PIPEDA)** and other applicable Canadian privacy laws. By using the platform, you consent to the collection, use, disclosure, and storage of your personal information as outlined in this section.

### 7.1. Categories of Personal Information Collected

We may collect the following categories of personal information:

### 1. Account Information

- Name
- School-issued student identification number or a photo of a valid student ID card (for verification purposes)
- Password (stored securely using hashing mechanisms)
- University or school attended
- Date of birth (if provided voluntarily)

## 2. Profile Information

- o Display name or username
- o Profile photo
- Short biography or interests
- o Program of study or academic major
- Graduation year or class year
- Matching preferences (e.g., roommate, dating, friend)

### 3. User-Generated Content

- Uploaded photos or text in posts, events, service listings, messages, and profiles
- Reactions or interactions (e.g., swipes, likes, comments)
- Messages sent via the in-app messaging system (built on Gifted Chat)
- Listings or services posted in the housing or service hub

#### 4. Transactional Data

• Apple In-App Purchase transaction IDs

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- Purchase details and tier (e.g., StuSync+, post boosts)
- o Timestamps and associated user account metadata
- Apple-generated purchase receipts (stored if provided)

#### 5. Device and Usage Data

- o App version, platform, device model
- Crash logs or error diagnostics
- Interaction metrics (e.g., feature usage, time spent)
- Authentication logs (e.g., login attempts, verification status)

## 6. Moderation and Safety Data

- Reports filed by or about users
- Admin notes or intervention logs
- History of flagged content and moderation decisions

## 7.2. Purposes of Data Collection and Use

Personal data is collected and used solely for purposes reasonably required for the operation of the StuSync platform. These purposes include:

- 1. Verifying that users are current university students using institutional identification cards.
- 2. Authenticating users via Firebase and providing secure access to the platform
- 3. Displaying user-generated content such as posts, listings, and messages
- 4. Facilitating connections through matching features (e.g., friend, roommate, dating)
- 5. Enabling purchases and managing subscription features
- 6. Ensuring platform safety by investigating and resolving reports
- 7. Understanding app usage trends to improve features and user experience
- 8. Complying with legal, regulatory, and contractual obligations

We do not use personal information to make automated decisions that produce legal or significant effects (as defined under PIPEDA) without human involvement.

#### 7.3. Data Storage and Retention

#### 1. Storage Location

- All data is stored securely in Google Firebase, a Canadian-compliant cloud infrastructure service
- Data is encrypted both at rest and in transit
- Access to backend systems is restricted based on developer roles, with administrative controls and 2FA

#### 2. Retention Duration

- Account and profile information is retained for the duration of the user's active use
- Upon user-initiated account deletion, personal data is promptly erased, with system-level logs retained only for legal or technical purposes
- o Uploaded photos, listings, and messages are stored indefinitely unless deleted by the user
- If a user deletes the app but not the account, data remains stored and is tied to SMS re-verification upon reinstallation

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## 7.4. Data Sharing and Disclosure

We do not sell, rent, or trade personally identifiable information to third parties for their marketing or advertising purposes. StuSync may share aggregated, anonymized, or de-identified data with partners, advertisers, or research institutions for purposes such as analyzing trends, improving features, or forming commercial partnerships. Such shared data cannot reasonably be used to identify individual users. If we introduce new data sharing practices involving identifiable information, users will be notified in advance and given the ability to consent or opt out where required by law.

#### 7.5. User Rights Under PIPEDA

As a Canadian user, you have the right to:

- 1. Access Request a copy of the personal data we hold about you
- 2. **Correction** Request that inaccurate or incomplete information be corrected
- 3. **Deletion** Request that your personal data be deleted permanently
- **4. Withdrawal of Consent** Withdraw consent to any use of your personal data not strictly required for app functionality
- 5. **Explanation** Request explanations of how your data is being used and retained

You may exercise these rights through your user profile settings or by emailing management@soudelka.ca.

StuSync commits to responding to such requests within 30 calendar days in accordance with PIPEDA.

#### 7.6. Minors and Age Restrictions

StuSync is intended only for users aged **17 and older**, consistent with the minimum age for university enrollment in Canada. Users under 17 are blocked from registration and use of the platform. We do not knowingly collect or process any personal data from users below this age threshold. If we become aware of such an account, it will be promptly deleted.

## 8. COMMUNITY CONDUCT AND PROHIBITED USES

Soudelka Technologies Inc., operating the StuSync platform, is committed to maintaining a safe, respectful, and productive digital environment for all users. As such, all users are expected to engage with the platform in a manner consistent with the principles of integrity, civility, and legality. The following provisions govern acceptable and prohibited conduct.

### 8.1. General Expectations of Conduct

By registering for and using StuSync, you agree to:

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- 1. Treat other users with respect and refrain from any behavior that could be considered harassing, threatening, discriminatory, or otherwise abusive.
- 2. Use the platform for its intended purposes, namely academic, social, and community engagement, and not for deceptive, fraudulent, or unlawful purposes.
- 3. Accurately represent your identity, including your university affiliation and profile information.
- 4. Follow all applicable laws, including Canadian federal, provincial, and municipal legislation, when using the app and interacting with other users.
- 5. Respect the intellectual property rights of StuSync and other users. Do not post or distribute content you do not have legal rights to.
- 6. Follow all other rules, instructions, or restrictions issued by StuSync's moderators, administrators, or developers.

#### 8.2. Prohibited Conduct

You may not, directly or indirectly, use StuSync to engage in any of the following:

#### 1. Harassment and Harm

- Bullying, intimidation, or targeting individuals or groups based on race, ethnicity, gender, sexual orientation, religion, nationality, disability, or any other protected characteristic.
- Repeated unwanted messages, stalking, or making users feel unsafe.

#### 2. Hate Speech or Violent Content

- Promoting or glorifying hate groups, extremist ideologies, terrorism, or acts of violence.
- Sharing or threatening to share violent, graphic, or obscene imagery.

### 3. Misinformation and Fraud

- Impersonating other users or institutions.
- Creating fake accounts or using false credentials to access the platform.
- Misrepresenting goods or services in the housing, services, or events modules.

### 4. Sexual Content and Exploitation

- Sharing, uploading, or linking to sexually explicit, pornographic, or exploitative material.
- Soliciting sexual services or making suggestive, lewd, or inappropriate comments toward others.

## 5. Spam and Commercial Exploitation

- Posting unsolicited promotional messages or repetitive content.
- Attempting to harvest data, scrape content, or send bulk communications.
- Using the app to promote external platforms or businesses not authorized by StuSync, unless using permitted business tiers.

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## 6. Security Violations

- Attempting to probe, scan, or test the vulnerability of any StuSync system or network.
- Circumventing security or authentication measures.
- Accessing or attempting to access another user's account without authorization.

### 7. Intellectual Property Infringement

- Uploading or distributing materials (images, text, music, etc.) without the appropriate rights or licenses.
- Violating copyright, trademark, or other proprietary rights of Soudelka Technologies or third parties.

#### 8. Content Violations

- Uploading files that contain viruses, malware, corrupted data, or other harmful software.
- Posting content that is off-topic, irrelevant, disruptive, or abusive in academic, housing, or social sections.

#### 9. Unauthorized Use of Features

- Exploiting bugs or platform vulnerabilities for personal gain.
- Using automation tools or bots to interact with features such as matching, messaging, or swiping.

#### 8.3. Enforcement and Penalties

StuSync reserves the right to take action against any user or content that violates these terms. Enforcement may include, but is not limited to:

- 1. Temporary or permanent suspension of account access.
- 2. Deletion of specific user-generated content.
- 3. Blocking of certain features (e.g., messaging, posting).
- 4. Immediate termination of account without prior notice, where conduct poses a significant risk to users or the platform.
- 5. Referral to law enforcement in cases of criminal activity or serious threats.

Decisions regarding enforcement actions are made at the sole discretion of StuSync moderators or administrators. StuSync is not obligated to notify users before or after taking such action, although efforts may be made to inform affected parties in non-emergency situations.

There is no formal appeal process for content or account removal at this time. However, users may contact management@soudelka.ca to request clarification or review of enforcement actions.

#### 8.4. Reporting Violations

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To report violations of the Community Conduct Policy, users may use the in-app reporting tools (where available) or submit a detailed report to management@soudelka.ca. Reports should include:

- 1. A description of the alleged violation.
- 2. Screenshots or links, if applicable.
- 3. Usernames of involved parties.
- 4. Time and date of the incident.

StuSync investigates all legitimate reports promptly and confidentially. We reserve the right to take action even without a user report if prohibited behavior is detected by our internal systems or moderation team.

#### 9. INTELLECTUAL PROPERTY AND OWNERSHIP

StuSync, operated by Soudelka Technologies Inc., values and protects intellectual property (IP) rights as a cornerstone of its innovation-driven platform. This section outlines the legal ownership, permitted use, and restrictions concerning StuSync's proprietary materials and user-generated content.

### 9.1. StuSync Platform Ownership

- The StuSync platform, including all underlying code, software, designs, branding elements, user interface components, graphics, logos, trademarks, service marks, data models, features, workflows, and architecture, is the exclusive intellectual property of Soudelka Technologies Inc. and is protected under Canadian and international copyright, trademark, trade secret, and patent laws.
- 2. All rights, title, and interest in and to the platform not expressly granted to you under this Agreement are reserved and retained by Soudelka Technologies Inc. No ownership interest or license is implied or transferred by virtue of your use of the app.
- 3. You may not copy, reproduce, modify, distribute, display, publish, or create derivative works from any part of StuSync without the express prior written permission of Soudelka Technologies Inc., unless such use is explicitly permitted by applicable law.

#### 9.2. Limited User License

- 1. Subject to your compliance with this Agreement, StuSync grants you a limited, non-exclusive, non-transferable, revocable license to access and use the platform solely for personal, non-commercial purposes as a registered user.
- 2. This license does not include:
  - Any resale or commercial use of the platform or its contents.
  - Any collection or use of product listings, descriptions, or prices.
  - Any derivative use of StuSync or its content.
  - Any downloading, scraping, or copying of account information for the benefit of another app, service, or commercial entity.

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3. Violation of this limited license constitutes a material breach of these Terms and may result in immediate suspension or termination of your account and legal action.

## 9.3. User-Generated Content (UGC)

StuSync allows users to submit, upload, post, or share content such as messages, images, housing posts, service listings, event information, bios, and usernames (collectively, "User Content").

By submitting User Content, you represent and warrant that:

- 1. You are the creator and owner of the content, or you have obtained all necessary rights, licenses, consents, and permissions to submit it to the platform.
- 2. Your content does not infringe or violate any third-party intellectual property, privacy, or publicity rights.
- 3. Your content complies with all applicable laws, including copyright and defamation laws.
- 4. You grant Soudelka Technologies Inc. a worldwide, non-exclusive, royalty-free, transferable, sublicensable license to host, use, display, reproduce, modify (for formatting purposes only), publish, and distribute such content on or through the platform for the purpose of operating, improving, or marketing the service.

This license terminates when you delete your content or your account unless such content has been shared, saved, or otherwise integrated into platform services (e.g., group messages, tags in events), in which case the platform may retain limited archived records for functionality, legal, or backup purposes.

StuSync is under no obligation to store, maintain, or provide you with copies of your content, and you are solely responsible for backing up your submissions.

#### 9.4. Feedback and Suggestions

If you submit any ideas, feedback, suggestions, or proposals regarding StuSync or its features (collectively "Feedback"), you acknowledge and agree that:

- 1. Your Feedback is not confidential and becomes the intellectual property of Soudelka Technologies Inc.
- 2. We may use, incorporate, or disregard your Feedback without obligation, compensation, or acknowledgment.
- 3. You waive any claim against StuSync regarding use or non-use of your Feedback.

## 9.5. Trademarks and Brand Identity

- 1. "StuSync", the StuSync logo, and other brand elements associated with the platform are registered or unregistered trademarks of Soudelka Technologies Inc.
- 2. You may not use any StuSync trademark, logo, design, or brand asset without prior written permission, including in meta tags, advertising materials, domain names, social media handles, or other marketing channels.

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3. Any unauthorized use of StuSync's trademarks is strictly prohibited and may result in legal action under applicable Canadian trademark laws.

### 9.6. Third-Party Content and IP

- 1. StuSync may display or link to third-party content (e.g., images, links, business listings) or allow users to upload files that originate outside of StuSync.
- 2. Soudelka Technologies Inc. does not claim ownership of such third-party IP and makes no warranty as to its accuracy, legality, or appropriateness.
- 3. If you believe that any content posted on StuSync infringes your intellectual property rights, please send a detailed notice to management@soudelka.ca, including:
  - Your contact information,
  - A description of the IP right alleged to be infringed,
  - A link or reference to the infringing content,
  - A sworn statement that your claim is made in good faith.
- 4. StuSync reserves the right to remove infringing content or suspend users who repeatedly violate intellectual property laws.

## 10. MOBILE APP STORE TERMS AND EXTERNAL SERVICES

StuSync is made available through external platforms, including but not limited to Apple's App Store. Your use of StuSync through such platforms is subject not only to these Terms of Service, but also to the terms and policies of those third-party providers. This section outlines the rights, limitations, and responsibilities associated with downloading and using StuSync via third-party services.

### 10.1. App Store Terms Govern

- 1. If you download StuSync from an app marketplace such as the Apple App Store (or other stores in the future), your use of the StuSync app is also governed by that store's applicable Terms of Use and associated policies, including billing, refund, and content policies.
- 2. You agree that:
  - These Terms of Service are entered into solely between you and Soudelka Technologies Inc., and not with Apple Inc. or any other app store provider.
  - Apple and any applicable third-party app store provider are not parties to these Terms and shall have no obligations or liabilities under these Terms.
  - Apple and other app stores are third-party beneficiaries of these Terms only to the extent required by their platform policies.
    - You and Soudelka Technologies Inc. acknowledge that Apple and its subsidiaries are third party beneficiaries of these Terms for the iOS version of the app, and upon your acceptance of these Terms Apple will have the right to enforce these Terms against you as a third party beneficiary. You also represent that you are not located in a country that is subject to a Canadian, U.S., or other applicable government embargo and that you are not on any government list of prohibited or restricted parties.

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You and Soudelka Technologies Inc. acknowledge that Apple and its subsidiaries are third-party beneficiaries of these Terms for the iOS version of the app, and upon your acceptance of these Terms Apple will have the right to enforce these Terms against you as a third-party beneficiary. You also represent that you are not located in a country subject to a Canadian or U.S. government embargo, and that you are not on any government list of prohibited or restricted parties.

#### 10.2. License Restrictions

In addition to the license granted in Section 9, and subject to Apple's App Store terms:

- 1. You are granted a limited, non-exclusive, non-transferable license to download, install, and use StuSync on any Apple-branded product that you own or control and as permitted by the App Store Terms of Service.
- 2. You may not:
  - Use StuSync in any manner that is inconsistent with these Terms or the App Store Terms.
  - Circumvent any security or technical restrictions imposed by Apple or Soudelka Technologies Inc.
  - Reverse-engineer, copy, or modify the app in any way unless permitted by law.
- 3. If you access StuSync through an Apple iOS device, you acknowledge and agree that:
  - In the event of any failure of the app to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) of the app to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation with respect to the app.
  - Any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure of the app to conform to any warranty are the sole responsibility of Soudelka Technologies Inc.
  - Apple is not responsible for addressing any claims you may have relating to the app or your possession and/or use of the app, including but not limited to:
    - Product liability claims,
    - Any claim that the app fails to conform to any applicable legal or regulatory requirement.
    - Claims arising under consumer protection or similar legislation.

#### 10.3. Updates and Compatibility

- 1. StuSync may release updates, patches, or upgrades to the app periodically. You acknowledge that:
  - You may be required to install updates to continue using the app.
  - Failure to install updates may affect functionality, security, or user experience.
  - Soudelka Technologies Inc. is not liable for issues resulting from outdated versions.
- 2. We do not guarantee compatibility with all device models or operating system versions. Compatibility information will be listed on the App Store page.

## 10.4. In-App Purchases

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- 1. In-App Purchases are processed through the platform provider: Apple Inc. for iOS users via Apple In-App Purchase, and Google LLC for Android users via Google Play Billing. Soudelka Technologies Inc. does not process or store payment information directly, and billing, cancellations, and refunds are governed by the applicable platform provider's policies.
  - Soudelka Technologies Inc. does not process or store payment information.
  - Purchases are final and non-refundable, as stated in Section 17 (Refund and Cancellation Policy).
  - Users receive digital confirmation via Apple or Google for all purchases. StuSync does not issue additional receipts.
- 2. You agree that any disputes related to in-app purchases (including billing errors or refund requests) must be directed to Apple and not to Soudelka Technologies Inc.

#### 10.5. External Links and Redirection

The StuSync platform may include links or redirects to third-party websites, apps, or services.
These external resources are provided for convenience only. StuSync does not control, endorse, or
assume responsibility for any third-party content, policies, or practices. Your interactions with
such third parties are solely between you and the third party, and StuSync disclaims all liability
arising from those interactions.

#### 10.6. Use of Apple APIs and Device Data

- 1. Where applicable, StuSync may use APIs and SDKs provided by Apple to improve functionality, including Apple Push Notification Service (APNS), Sign in with Apple, and iOS UI components.
- 2. You acknowledge and agree that:
  - Use of Apple APIs is subject to Apple's Developer Program License Agreement.
  - Any data collected via these APIs is handled in accordance with our Privacy Policy and Apple's applicable terms.

#### 11. USER CONDUCT AND COMMUNITY GUIDELINES

To maintain a safe, inclusive, and respectful environment for all users, StuSync enforces clear standards regarding acceptable use and behavior on the platform. By using the app, you agree to comply with the following rules. Violation of these terms may result in warning, restriction, suspension, or permanent termination of your account, at the sole discretion of Soudelka Technologies Inc.

### 11.1. General Conduct Requirements

You agree not to, directly or indirectly:

- 1. Use StuSync for any unlawful purpose or in violation of any applicable federal, provincial, or local law, regulation, or code.
- 2. Post, share, or distribute any content that is:

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- o Harassing, abusive, threatening, hateful, or incites violence;
- o Defamatory, libelous, or false;
- Discriminatory or offensive based on race, ethnicity, nationality, gender, gender identity, religion, disability, sexual orientation, or age;
- Sexually explicit or pornographic;
- o Promoting illegal activities, including drug use or underage drinking.
- 3. Impersonate any person or entity, including but not limited to a representative of StuSync, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- 4. Distribute spam, phishing attempts, malware, viruses, or unsolicited advertising.
- 5. Engage in any activity intended to defraud, mislead, scam, or deceive others, including use of false profiles, misrepresented listings, or fake events.

### 11.2. Academic and Community Integrity

StuSync is designed to support legitimate student connections and opportunities. You may not:

- 1. Misrepresent your identity, academic status, or institutional affiliation
- 2. Create multiple accounts or accounts using fraudulent credentials.
- 3. Exploit the platform for off-topic or unrelated commercial gain unless explicitly approved by StuSync under a verified business user account.
- 4. Post job, housing, event, or service listings that are:
  - o Misleading, false, or bait-and-switch in nature;
  - Intended solely to harvest user data or redirect traffic deceptively;
  - In violation of school codes, municipal ordinances, or housing laws.

## 11.3. Messaging and Interactions

StuSync's messaging system, built with Gifted Chat, allows users to communicate directly. You agree not to:

- 1. Send unsolicited, repeated, or unwanted messages ("spam").
- 2. Harass, bully, threaten, or intimidate others in direct messages or comments.
- 3. Share private content (e.g., personal photos or conversations) of others without their consent.
- 4. Use messaging features to coordinate prohibited or unsafe activities (e.g., hazing, hate groups, or dangerous stunts).

## 11.4. Use of Uploaded Media and Posts

- 1. You are responsible for all content you upload or share through your account, including event flyers, housing photos, marketplace posts, or profile images.
- 2. You may not upload:
  - Copyrighted material without permission;
  - Inappropriate or disturbing imagery;
  - QR codes or links that redirect to malicious, misleading, or unapproved external platforms.

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3. StuSync reserves the right to remove or disable any content that, in our sole discretion, violates these guidelines or endangers user safety.

#### 11.5. Reporting and Enforcement

- 1. Users can report inappropriate content or behavior directly within the app using the "Report" button found in user profiles, listings, or messages.
- 2. Reports are manually reviewed by the StuSync admin team. We may:
  - Warn or temporarily restrict offending users;
  - o Permanently ban accounts engaged in severe or repeated violations;
  - Take legal action where necessary.
- 3. There is no formal appeals process. Administrative decisions are final and made in the interest of user safety and platform integrity.

## 11.6. No Tolerance for Harm

StuSync has a zero-tolerance policy toward:

- 1. Hate speech or incitement to violence;
- 2. Sexual exploitation, solicitation, or grooming of minors;
- 3. Threats to safety, including doxxing or the sharing of private contact/location information;
- 4. Attempted financial fraud or impersonation of staff, developers, or executives.

Violations of this nature result in immediate and permanent ban from the platform, without warning.

#### 11.7. Platform Abuse and Exploitation

You may not:

- 1. Use automated scripts, bots, scrapers, or any software to interact with the platform without written permission from StuSync.
- 2. Attempt to reverse engineer, copy, clone, resell, or otherwise exploit StuSync technology, data, UI, or internal operations.
- 3. Interfere with or disrupt servers, databases, APIs, or other systems supporting the app.
- 4. Probe or test for vulnerabilities in any StuSync system without prior written consent (this includes ethical hacking or penetration testing).

### 11.8. Enforcement and Remedies

StuSync reserves full discretion to enforce these terms in the manner it deems appropriate. This includes but is not limited to:

- 1. Warning the user through the app or email;
- 2. Temporarily suspending access to certain features;
- 3. Permanently deleting the user's account without refund or recourse;
- 4. Reporting criminal activity to appropriate authorities;

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5. Pursuing legal remedies for damages or violations, including breach of contract or intellectual property infringement.

#### 12. LICENSE GRANT

This section clarifies the ownership of all content uploaded by users, the rights retained by Soudelka Technologies Inc., and the license you grant us to operate and improve the StuSync platform.

#### 12.1. User-Generated Content

- 1. All content that you submit, post, upload, or otherwise make available through StuSync, including but not limited to:
  - Profile photos
  - Marketplace listings
  - Event details and flyers
  - Housing images and descriptions
  - Messages and chat content
  - Uploaded files or documents
- 2. remains your intellectual property unless otherwise stated.
- 3. You are solely responsible for the accuracy, legality, and rights to any content you submit.
- 4. You agree not to submit content that:
  - o Infringes on any copyright, trademark, trade secret, or other proprietary rights;
  - Violates applicable laws or school policies;
  - Harms or exploits others;
  - Includes sensitive or personal data of others without their explicit consent.

#### 12.2. Limited License to StuSync

By submitting content to the StuSync platform, you grant Soudelka Technologies Inc. a **non-exclusive**, **worldwide**, **royalty-free**, **sublicensable**, **transferable license** to use, display, perform, distribute, host, store, reproduce, adapt, modify (for formatting or compatibility purposes only), and create derivative works of such content for the following purposes:

- 1. Operating, maintaining, and improving the StuSync app and related services.
- 2. Promoting StuSync, only in aggregate, anonymized, or non-identifiable formats (for example, showcasing examples of real listings without names).
- 3. Enabling app features that require interaction with your content (e.g., allowing other users to view your event flyer or housing post).

This license survives your termination of the account solely to the extent required for legal compliance or record retention under applicable laws.

## 12.3. License to Use the StuSync Platform

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- 1. Subject to your continued compliance with these Terms of Service, Soudelka Technologies Inc. grants you a limited, non-exclusive, revocable, non-sublicensable, non-transferable license to access and use the StuSync app solely for personal, non-commercial use (unless you are a verified business account holder).
- 2. You may not:
  - Copy, reverse engineer, modify, or create derivative works from any part of the platform;
  - Use the StuSync brand or logo without explicit written permission;
  - Sell or redistribute any part of the app without a signed agreement.

## 12.4. StuSync Intellectual Property

All materials on the platform, including but not limited to code, visual design, branding, illustrations, algorithms, UI/UX flows, and proprietary datasets, are the intellectual property of Soudelka Technologies Inc. or its licensors, and are protected under Canadian and international copyright, trademark, and trade secret laws.

You may not use, replicate, modify, or distribute any portion of the platform's infrastructure or branding without our express written consent.

## 12.5. Infringement Policy

- 1. If you believe that content on StuSync infringes your intellectual property rights, please notify us immediately at: [management@soudelka.ca] with:
  - Your full name and contact details.
  - A detailed description of the content in question,
  - o Proof of ownership or legal authority,
  - A signed declaration that your claim is truthful.
- 2. We will investigate and, if necessary, remove or restrict the content in question within a reasonable timeframe. Repeated false claims may result in legal consequences.

#### 13. PAYMENT TERMS AND PURCHASES

This section governs all purchases made within the StuSync application, including subscriptions, feature unlocks, and business service plans. By making any purchase within the StuSync app, you agree to the terms outlined below.

#### 13.1. In-App Purchases via Apple App Store

1. In-App Purchases are processed through the platform provider: Apple Inc. for iOS users via Apple In-App Purchase, and Google LLC for Android users via Google Play Billing. Soudelka Technologies Inc. does not process or store payment information directly, and billing, cancellations, and refunds are governed by the applicable platform provider's policies.

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## 13.1A. In-App Purchases via Google Play Billing

For Android devices, all payments are processed exclusively through Google Play Billing. Users may manage subscriptions, cancellations, and refunds directly within their Google Play account settings. Soudelka Technologies Inc. does not handle payment credentials or process refunds for Android users, and all transactions are governed by Google Play policies in addition to these Terms.

## 13.2. Student User Subscriptions (StuSync+)

- 1. StuSync+ is an optional paid upgrade for student accounts. Features may include but are not limited to:
  - Unlimited swipes in the UMatch system,
  - o Premium placement of posts in the marketplace or events section,
  - Early access to certain features or beta tests.
- 2. Subscriptions are billed on a recurring basis (e.g., monthly or yearly) as selected at the time of purchase.
- 3. You may cancel your subscription through your Apple ID subscription settings at any time, but **no refunds or partial credits** will be provided for unused time.
- 4. Your premium status will remain active until the end of your current billing period.

#### 13.3. Business Tiers and Boosts

- 1. Verified business users may choose from one (1) free tier and two (2) paid subscription tiers, details of which are shown in-app.
- 2. Optional "Boost" features may be purchased by business users to promote a specific post, event, or listing (such as Hotspot Map priority placement).
- 3. Business tier access includes privileges such as:
  - Verified account badge,
  - Access to engagement analytics (aggregated and anonymized),
  - o Ability to post under a business category.
- 4. In-App Purchases are processed through the platform provider: Apple Inc. for iOS users via Apple In-App Purchase, and Google LLC for Android users via Google Play Billing. Soudelka Technologies Inc. does not process or store payment information directly, and billing, cancellations, and refunds are governed by the applicable platform provider's policies.

## 13.4. Refund Policy

- 1. All purchases are final. We do not offer refunds, credits, or reimbursement for:
  - Subscription charges,
  - Unused time or features,
  - o Accidental purchases.
- 2. By purchasing any product or service within StuSync, you acknowledge and agree that **you forfeit any statutory right of withdrawal** after digital content or service delivery begins.
- 3. The only path to dispute a purchase is via **Apple's refund process**, which we do not control. You may request assistance by visiting: https://support.apple.com/billing

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### 13.5. Taxes and Pricing Changes

- 1. All prices listed in the StuSync app are shown in Canadian dollars (CAD) unless otherwise stated and **include applicable taxes** where required by law.
- 2. We reserve the right to modify prices for any of our services at any time. Pricing changes will not affect your current billing period but may apply upon renewal.
- 3. If a price increases and you do not cancel your subscription, you agree to be charged at the new rate at the next renewal.

#### 13.6. Misuse and Unauthorized Purchases

- 1. You are responsible for maintaining access control over your Apple ID and preventing unauthorized purchases.
- 2. If we detect fraudulent activity or misuse of promotional features (e.g., abuse of trial offers), we reserve the right to:
  - o Terminate your access to paid features,
  - o Ban your account without refund,
  - Report the incident to Apple and legal authorities where applicable.

## 14. ACCOUNT TERMINATION, SUSPENSION, AND DELETION

This section outlines the conditions under which a user account may be suspended, terminated, or deleted from the StuSync platform. By using the Service, you agree to the following provisions:

## 14.1. Voluntary Account Deletion by User

- 1. Users may request account deletion at any time through the in-app settings under their profile section.
- 2. Upon requesting deletion:
  - Your account will be deactivated immediately, and
  - All user-generated content (e.g., profile, posts, messages, marketplace listings, etc.) may be **removed or anonymized** unless required to be retained under applicable laws or for operational integrity.
- 3. Some data such as aggregated usage statistics or non-personally identifiable data may continue to be retained for internal analytics, security, or legal compliance.
- 4. If a user deletes the **StuSync app** from their device without deleting their account, their **data and account will remain intact**. However, upon reinstalling, the user will be required to **re-authenticate using SMS-based two-factor verification (2FA)** to reactivate access.

#### 14.2. Account Suspension or Ban by StuSync

Soudelka Technologies Inc. reserves the right to **suspend or terminate user access** to StuSync without notice if, in our sole discretion, any of the following occurs:

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- 1. Violation of these Terms of Service or any related policy (including the Privacy Policy),
- 2. Use of the platform to engage in illegal, harassing, threatening, fraudulent, or abusive behavior, including but not limited to:
  - o Hate speech,
  - Spam or phishing activity,
  - Fraudulent transactions,
  - Harassment or bullying of users,
  - Impersonation of other individuals or entities,
  - Sharing prohibited or inappropriate content (e.g., violent, sexual, or discriminatory material).
- 3. Circumvention of our security, moderation, or monetization mechanisms.
- 4. Attempts to reverse-engineer, decompile, or otherwise exploit the platform beyond its intended use.
- 5. Abusive use of in-app reporting or flagging mechanisms.

#### 14.3. Enforcement and Procedure

- Warnings may be issued at the discretion of our moderation team depending on the severity and
  frequency of the violation. However, StuSync retains the right to immediately and permanently
  suspend or delete accounts without warning, especially in cases involving safety, fraud, or
  platform integrity.
- 2. Users may be banned from accessing the Service without recourse or appeal, and such bans are considered final.
- 3. In the event of a ban:
  - All access will be revoked.
  - All content may be deleted, anonymized, or made inaccessible,
  - Accounts are permanently deleted and cannot be recovered, including in cases of appeal.

## 14.4. Business and Organizational Accounts

- 1. If a business account violates our Terms (e.g., misrepresents identity, posts misleading content, or engages in illegal or harmful conduct), StuSync may:
  - o Revoke verified status.
  - Restrict promotional tools,
  - Suspend or terminate the business account entirely.
- 2. Businesses are responsible for the conduct of users acting on their behalf and for ensuring all content posted meets legal and ethical standards.

## 14.5. Dormant Accounts

- 1. StuSync may deactivate or delete accounts that have been inactive for more than **24 months**, provided:
  - No active subscription or recurring billing is associated with the account,
  - At least two (2) attempts to contact the user via email have been made.

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2. Before deletion, we will notify users with an option to preserve their account by logging in.

## 14.6. Retention of Rights After Termination

- 1. Termination or deletion of your account does not relieve you of any existing obligations under these Terms, including obligations related to:
  - o Payment due at the time of termination,
  - o Misuse of the platform,
  - Legal liability for any violations committed during your use.
- 2. StuSync retains the right to enforce these obligations after account termination.

#### 15. INTELLECTUAL PROPERTY AND CONTENT RIGHTS

This section defines the ownership, licensing, and permitted use of intellectual property on the StuSync platform, including user content, platform trademarks, software, and third-party content. By using StuSync, you acknowledge and agree to the following:

#### 15.1. License to Use the Service

- 1. Subject to your compliance with these Terms, Soudelka Technologies Inc. grants you a **limited**, **non-exclusive**, **non-transferable**, **non-sublicensable**, **revocable license** to access and use the StuSync platform solely for your personal, non-commercial use.
- 2. This license does not include:
  - Reselling or commercial use of the platform or its contents,
  - o Copying or downloading account information for the benefit of a third party,
  - Using data mining, bots, or similar tools to extract data,
  - Modifying, reverse-engineering, decompiling, or otherwise tampering with the software or platform.

#### 15.2. User-Generated Content

- 1. "User Content" means any content or material that users upload, post, transmit, or otherwise make available on or through the Service, including but not limited to:
  - o Profile images,
  - Event postings,
  - Marketplace listings,
  - Service offerings,
  - Messages and group threads,
  - Feedback, suggestions, or reviews.
- 2. By uploading or submitting any User Content, you grant Soudelka Technologies Inc. a worldwide, royalty-free, non-exclusive, sublicensable, and transferable license to use, host, store, reproduce, modify, adapt, publish, translate, distribute, publicly perform, and display such content for the purpose of:

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- o Operating and improving the Service,
- Marketing and promoting user-generated features (e.g., public events, marketplace posts),
- Moderating and enforcing compliance with these Terms.
- 3. You represent and warrant that you:
  - Own or have the necessary rights to use and authorize StuSync to use your User Content,
  - Have obtained all necessary rights, licenses, consents, and permissions for any media or materials you post,
  - Will not upload or post any content that infringes upon or violates the rights of any third party or applicable law.

#### 15.3. User Feedback

- 1. You may voluntarily submit feedback, suggestions, ideas, or proposals related to the Service ("Feedback").
- 2. By submitting Feedback, you acknowledge that:
  - We are free to use the Feedback without any restriction or obligation,
  - Feedback does not create any intellectual property or confidentiality obligation for StuSync,
  - We may use your Feedback to improve or modify features, without compensation or credit.

#### 15.4. Restrictions on Use

#### 1. You may **not**:

- Remove or alter any copyright, trademark, or other proprietary notices from any portion of the Service,
- Use any meta tags or hidden text using "StuSync" or any of our trademarks without our express written permission,
- o Frame or mirror any part of the Service without our written consent,
- Use our platform or branding in a way that could imply an endorsement, partnership, or affiliation without authorization.
- 2. Any unauthorized use or misuse of the platform, its intellectual property, or User Content is strictly prohibited and may result in account suspension or legal action.

#### 15.5. Copyright Infringement and DMCA Policy

- 1. If you believe that any content available through the Service infringes your intellectual property rights, please notify us in writing at management@soudelka.ca.
- 2. Your notice must include:
  - A detailed description of the copyrighted work or intellectual property allegedly infringed,
  - The exact URL or location of the infringing content,
  - Your name, mailing address, telephone number, and email address,
  - A statement that you have a good faith belief that use of the material is not authorized by the copyright owner, its agent, or the law,

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- A statement that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the owner's behalf.
- 3. We reserve the right to remove or disable access to allegedly infringing content and may, in appropriate circumstances, terminate the accounts of repeat infringers.

#### 16. INDEMNIFICATION AND LIABILITY

This section outlines your obligations to indemnify StuSync (Soudelka Technologies Inc.), our limitation of liability, and disclaimers regarding the platform and its services. Please read this section carefully as it affects your legal rights and remedies.

#### 16.1. Indemnification

- 1. To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Soudelka Technologies Inc., its affiliates, subsidiaries, officers, directors, employees, contractors, agents, licensors, suppliers, and representatives (collectively, "the Indemnified Parties") from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable legal and accounting fees) arising out of or in connection with:
  - 1.1. Your access to or use of the StuSync platform or any related services,
  - 1.2. Your violation of these Terms or any applicable law, regulation, or rights of a third party,
  - 1.3. Any content or materials you upload, transmit, or distribute through the Service,
  - 1.4. Your breach of any representation or warranty made under these Terms,
  - 1.5. Any fraud, misconduct, or negligent acts committed by you or on your behalf while using the Service
- 2. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you agree to cooperate with our defense of such claims at your expense.

## 16.2. Limitation of Liability

- 1. **To the maximum extent permitted by applicable law**, under no circumstances shall Soudelka Technologies Inc. or the Indemnified Parties be liable to you or any third party for:
  - 1.1. Any **indirect, incidental, special, exemplary, punitive, or consequential damages**, including but not limited to loss of profits, revenue, goodwill, use, data, or other intangible losses, 1.2. Any damages or losses resulting from:
    - Your reliance on any content or information obtained from the Service,
    - Unauthorized access to or use of our servers or personal information,
    - Bugs, viruses, or other harmful code transmitted to or through the platform,
    - Errors, mistakes, or inaccuracies in any content,
    - Acts or omissions by third-party users, service providers, or linked services.
- 2. This limitation of liability applies regardless of the legal theory, whether based in warranty, contract, tort (including negligence), strict liability, or otherwise, and whether or not StuSync has been advised of the possibility of such damages.

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3. In jurisdictions where such exclusions or limitations of liability are not permitted by law, our liability shall be **limited to the maximum extent permitted under applicable law**.

## 16.3. Maximum Aggregate Liability

- 1. In no event shall the total liability of Soudelka Technologies Inc. for all damages, losses, or causes of action arising under or related to these Terms or your use of the platform exceed the greater of:
  - One hundred Canadian dollars (CAD \$100), or
  - The total amount you have paid, if any, to Soudelka Technologies Inc. for the use of the platform within the twelve (12) months prior to the claim.
- 2. This cap on liability is a fundamental element of the basis of the bargain between you and StuSync.

#### 16.4. No Guarantees or Warranties

- 1. You acknowledge and agree that the Service is provided on an "as is" and "as available" basis, without any express or implied warranties or guarantees of any kind, including but not limited to:
  - Merchantability,
  - Fitness for a particular purpose,
  - o Title.
  - o Non-infringement,
  - o Availability, accuracy, or reliability of content,
  - Suitability of service for your needs or expectations.
- 2. StuSync does not warrant that:
  - The platform will function without interruption, be secure, or error-free,
  - Any defects or issues will be corrected,
  - The platform is free of viruses or other harmful components,
  - The results obtained from using the Service will be effective, accurate, or reliable.
- 3. Your use of the Service is entirely at your own risk. We do not guarantee any outcomes, user behavior, or matches made through the platform.

#### 16.5. External Links and Content

- The StuSync platform may include links or redirects to third-party websites, apps, or services.
  These external resources are provided for convenience only. StuSync does not control, endorse, or
  assume responsibility for any third-party content, policies, or practices. Your interactions with
  such third parties are solely between you and the third party, and StuSync disclaims all liability
  arising from those interactions.
- 2. We are **not responsible or liable** for:
  - o Any content, advertising, products, or materials on third-party sites,
  - Any damages or losses caused or alleged to be caused by or in connection with your use of such content or services.

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### 17. TERMINATION OF ACCESS AND SUSPENSION

This section governs the circumstances under which your access to StuSync may be suspended or terminated, either temporarily or permanently, and outlines your responsibilities and limitations following such actions.

## 17.1. Right to Suspend or Terminate

- Soudelka Technologies Inc. reserves the right, at its sole discretion, to suspend, deactivate, disable, or terminate your access to some or all parts of the StuSync platform and/or Services, with or without notice, for any of the following reasons:
  - 1.1. Violation or suspected violation of these Terms or any incorporated policies or rules,
  - 1.2. Behavior that is deemed harmful, abusive, harassing, defamatory, obscene, or unlawful,
  - 1.3. Fraudulent, deceptive, or misleading conduct,
  - 1.4. Circumvention or attempted circumvention of platform rules, moderation systems, or payment mechanisms,
  - 1.5. Technical, operational, or legal necessity, including compliance with applicable laws or regulations,
  - 1.6. Requests by law enforcement or regulatory authorities,
  - 1.7. Failure to verify account ownership or complete identity verification when required,
  - 1.8. At the sole discretion of StuSync, when necessary to protect the safety or interests of other users, partners, or the platform itself.

## 17.2. Immediate Effect and No Prior Warning

- 1. Termination or suspension may be **immediate and without prior notice**, particularly in cases involving:
  - o Fraud,
  - o Criminal activity,
  - o Platform misuse,
  - o User harm,
  - Violation of local or international laws.
- 2. StuSync is under no obligation to provide any explanation or justification for its enforcement decisions, and all such determinations are final.

#### 17.3. Effect of Termination

- 1. Upon termination, you agree that:
  - 1.1. All rights granted to you under these Terms shall cease immediately,
  - 1.2. You must discontinue all access to and use of the platform,
  - 1.3. StuSync may, at its sole discretion, retain or delete any content or data associated with your account, subject to our privacy and retention policies.
- 2. Termination does not relieve you of any obligations incurred prior to termination, including payment obligations or indemnification responsibilities.

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3. In cases where your account is **terminated due to Terms violations**, you **may not create a new account without** express written permission from Soudelka Technologies Inc.

## 17.4. No Refunds Upon Termination

- If your account is terminated for violating these Terms, you will not be entitled to any refund or credit, including for any unused portions of paid subscriptions, post boosts, or other paid features.
- 2. StuSync is not liable for any loss of data, content, or access resulting from account suspension or termination

#### 17.5. User-Initiated Termination

- 1. You may terminate your account at any time by using the account deletion function in the app, or by contacting **management@soudelka.ca** to request manual account closure.
- 2. Upon user-initiated deletion:
  - Your profile and related content will no longer be visible to other users,
  - Certain non-personal data (e.g., traffic logs, anonymized analytics) may be retained for internal purposes in accordance with our Privacy Policy,
  - Any data not explicitly deleted by the user (e.g., uploaded content not removed) may remain stored until the user deletes it or requests deletion,
  - Your account may be reactivated only by verifying your identity through two-factor authentication (2FA) upon reinstallation, if applicable.

## 17.6. Reinstatement Policy

- 1. StuSync **does not guarantee reinstatement** of suspended or terminated accounts. Requests for reinstatement may be reviewed on a case-by-case basis, but the Company is under no obligation to reverse a ban or restore data or access.
- 2. If reinstated, users may be subject to additional monitoring or restrictions at the sole discretion of StuSync.

#### 18. LICENSING

This section outlines the intellectual property rights associated with the StuSync platform, including the rights of Soudelka Technologies Inc., user-submitted content, licensing terms, and restrictions on use. By using StuSync, you agree to respect and abide by all applicable intellectual property laws, as well as the specific terms provided herein.

#### 18.1. Trademark Notice

1. The name "StuSync," the StuSync logo, the Soudelka Technologies Inc. company name, and any other trademarks, service marks, or trade dress used on the platform are protected by applicable trademark laws.

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- 2. You may not use, reproduce, or display these trademarks without the prior written consent of Soudelka Technologies Inc., except for limited, non-commercial use that complies with fair use standards under Canadian law.
- 3. Unauthorized use of our trademarks in domain names, social media handles, promotional materials, advertising, or app clones is strictly prohibited and may result in legal action.

## 18.2. User Content and Licensing

- 1. **User Content** includes any photos, text, posts, messages, profile data, listings, event information, service promotions, or other materials you upload, post, submit, transmit, or otherwise make available via the StuSync platform.
- 2. By uploading or submitting any User Content, you grant to Soudelka Technologies Inc. a **non-exclusive, royalty-free, worldwide, transferable, sublicensable, perpetual license** to use, reproduce, modify, adapt, translate, publish, distribute, publicly display, and otherwise exploit such content for the purposes of:
  - 2.1. Operating and improving the StuSync platform,
  - 2.2. Moderation and enforcement of platform rules,
  - 2.3. Marketing and promotion, including testimonials and screenshots (in anonymized or consented form),
  - 2.4. Creating analytics and usage insights (in anonymized form).
- 3. You retain ownership of your User Content but agree that by posting or submitting it to the platform, you are not infringing on any intellectual property rights of third parties, and you have all rights necessary to grant the above license.
- 4. You may delete certain content from your account, which will remove it from visibility. However, archived copies or residual metadata may remain on our servers for security, compliance, or backup purposes.

#### 18.4. Restrictions on Platform Use

- 1. You agree not to:
  - 1.1. Reproduce, duplicate, copy, sell, resell, or exploit any portion of the platform or its code,
  - 1.2. Modify, reverse-engineer, disassemble, or create derivative works of any part of the platform,
  - 1.3. Frame, mirror, or deep link to the platform without express written permission,
  - 1.4. Use bots, scrapers, crawlers, or similar automated means to access or interact with the platform unless explicitly permitted in a developer agreement,
  - 1.5. Upload or transmit viruses, worms, or malicious code that may harm or interfere with the platform or its users.
- 2. Any violation of these restrictions may result in immediate termination of your account and legal action.

### 18.5. Feedback and Suggestions

- 1. If you submit feedback, suggestions, feature requests, bug reports, or other input ("Feedback") to Soudelka Technologies Inc., you acknowledge and agree that:
  - Such Feedback is not confidential or proprietary,

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- Soudelka Technologies Inc. may use the Feedback without any obligation to compensate you or seek your approval,
- You waive any moral or economic rights in such Feedback to the extent permitted by law.

#### 19. DISPUTE RESOLUTION AND GOVERNING LAW

This section governs how legal disputes between users and Soudelka Technologies Inc. will be handled. By using the StuSync platform, you agree to resolve all claims through the following mechanisms rather than through class actions, jury trials, or foreign jurisdictions.

#### 19.1. Governing Law

- 1. These Terms of Service and any dispute, claim, or proceeding arising out of or relating to the use of the StuSync platform shall be governed by and interpreted in accordance with the laws of the **Province of Ontario** and the applicable laws of **Canada**, without regard to conflict of laws principles.
- 2. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

#### 19.2. Venue and Jurisdiction

- 1. Any legal action, dispute, or proceeding between you and Soudelka Technologies Inc. shall be exclusively initiated and adjudicated in the courts located in **Toronto, Ontario, Canada**.
- 2. You irrevocably agree to submit to the personal jurisdiction of such courts and waive any jurisdictional, venue, or inconvenient forum objections.

### 19.3. Good Faith Resolution and Notification Requirement

- 1. Before initiating any legal proceedings or arbitration, both parties agree to first make a good faith effort to resolve the issue informally.
- 2. You must notify us in writing of any issue or dispute by sending an email to management@soudelka.ca with the subject line: "Dispute Notice Legal" and include:
  - Your full name and contact details.
  - o A detailed description of the issue,
  - o Any relevant supporting documentation,
  - The remedy you are seeking.
- 3. Soudelka Technologies Inc. will make a reasonable effort to respond to the dispute within 30 calendar days. If no resolution is achieved, the matter may proceed to formal resolution.

#### 19.4. No Class Actions or Representative Proceedings

1. You agree that any disputes with Soudelka Technologies Inc. must be brought on an individual basis only and not as a plaintiff or class member in any purported class, collective, or representative action.

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2. Class actions, class arbitrations, and consolidation with other proceedings are not permitted under these Terms.

#### 19.5. Indemnification

1. You agree to indemnify, defend, and hold harmless StuSync, Soudelka Technologies Inc., and our officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in any way connected with your use of the Service, your violation of these Terms, or your violation of any rights of another.

## 19.6. Equitable Relief

- 1. You acknowledge that your breach of this agreement may cause irreparable harm to Soudelka Technologies Inc., for which monetary damages would be insufficient.
- 2. In such cases, Soudelka Technologies Inc. reserves the right to seek injunctive or equitable relief (including court orders) in addition to all other available legal remedies, without the need to post bond or prove actual damages.

#### 19.7. Statute of Limitations

- 1. Any claim or cause of action arising out of or related to your use of the StuSync platform must be filed within one (1) year after such claim or cause of action arises, or it will be permanently barred.
- 2. This limitation applies regardless of any statute or law to the contrary, unless a longer period is required by applicable Canadian law.

#### 19.8. Modifications to the Service

1. We reserve the right to modify, suspend, or discontinue the Service or any part of it at any time without notice or liability. We may also impose limits on certain features or restrict access to parts or all of the Service without notice or liability.

## 19.9. Language

1. These Terms of Service are written in English. To the extent any translated version of this Agreement conflicts with the English version, the English version shall control.

## 20. GENERAL PROVISIONS

This section outlines miscellaneous but legally binding provisions that govern the interpretation, application, and continuity of these Terms of Service.

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### 20.1. Entire Agreement

- 1. These Terms of Service, along with the Privacy Policy and any other legal notices or agreements published by Soudelka Technologies Inc., constitute the **entire agreement between you and the Company** concerning the StuSync platform.
- 2. They supersede all prior or contemporaneous communications, proposals, representations, agreements, and understandings, whether written or oral.

#### 20.2. Severability

- 1. If any provision of these Terms is found to be invalid, unlawful, void, or unenforceable by a court of competent jurisdiction, that provision shall be severed from the Terms.
- 2. The remainder of the Terms will remain in full force and effect and shall be interpreted as best to reflect the original intent of the parties.

#### 20.3. Waiver

- 1. No failure or delay by Soudelka Technologies Inc. to enforce any term or condition of these Terms shall be deemed a waiver of that or any other right or provision.
- 2. Any waiver must be expressly stated in writing and signed by an authorized representative of Soudelka Technologies Inc.

### 20.4. Assignment

- 1. You may not assign or transfer your rights or obligations under these Terms without the prior written consent of Soudelka Technologies Inc.
- 2. The Company may assign or transfer its rights and obligations under these Terms without restriction and without notice to you, including in connection with a merger, acquisition, sale of assets, or reorganization.

### 20.5. Force Majeure

1. Soudelka Technologies Inc. shall not be held liable for any delay or failure to perform resulting from causes outside its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, pandemics, accidents, strikes, or shortages of transportation, fuel, energy, labor, or materials.

### 20.6. Relationship of the Parties

- 1. No agency, partnership, joint venture, employer-employee, or franchisor-franchisee relationship is intended or created by these Terms of Service.
- 2. You agree that you are using the StuSync platform solely as an independent user, and not as an employee, agent, or representative of Soudelka Technologies Inc.

#### 20.7. Survival

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1. Any provisions of these Terms that by their nature should survive termination (including but not limited to Sections on Limitation of Liability, Dispute Resolution, Intellectual Property, Data Handling, and User Responsibilities) shall survive any termination of your account or access to the platform.

#### 20.8. Headings

1. Section headings in these Terms are for convenience only and shall not affect the meaning or interpretation of any provision.

#### 20.9. Contact Information

For any questions, complaints, notices, or legal communications regarding these Terms of Service, please contact:

#### Soudelka Technologies Inc.

103 Penndutch Circle, Stouffville, ON, L4A 0P2 - Canada

Email: management@soudelka.ca

## **APPENDIX: DEFINITIONS**

For purposes of interpreting and enforcing these Terms of Service, the following definitions shall apply. Capitalized terms shall bear the meanings assigned to them below unless the context explicitly requires otherwise.

- I. "StuSync" means the mobile application, web platform, underlying software, and all services, systems, designs, modules, and technologies developed, owned, or operated by Soudelka Technologies Inc. under the StuSync brand.
- II. "Soudelka Technologies Inc.," "Company," "We," "Us," or "Our" refers to the legal entity registered in the Province of Ontario, Canada, under Business Number 1001248987, having a principal place of business at 103 Penndutch Circle, Stouffville, Ontario, L4A 0P2, and legally responsible for the operation of the StuSync platform.
- III. "User," "You," or "Your" means any natural person or legal entity who accesses, uses, registers for, installs, browses, or otherwise interacts with the StuSync platform, whether as a Student User, Business User, or other classification of user.
- IV. "Student User" refers to any user who registers for the StuSync platform by providing a valid, verified student identification card issued by their post-secondary institution. A Student User must be affiliated with a recognized educational institution and use the platform primarily in connection with post-secondary education, student services, or university-related activities.

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- V. "Business User" or "Partner" refers to any user or organization that uses StuSync in a commercial or promotional capacity, including but not limited to housing providers, event promoters, service vendors, or brands engaging with the student user base.
- VI. "Account" refers to the personalized user profile and authentication credentials created and maintained by StuSync to allow access to services, manage content, store user preferences, and associate usage history with a specific user.
- VII. "Platform" or "Service" means all digital components, backend infrastructure, APIs, interfaces, pages, databases, interactive features, logic, and processes that collectively make up the StuSync application and ecosystem.
- VIII. "Content" includes all data, information, text, photographs, media files, links, comments, posts, listings, communications, and any other materials uploaded, submitted, displayed, sent, received, or transmitted by users on the platform.
- IX. "Premium Features" means any functionality, service, or benefit that is available exclusively to users who subscribe to StuSync+ or other paid tiers of the platform, including unlimited swipes, post boosts, or other future enhancements. Premium Features do not include preferential treatment in data handling or privacy.
- X. "Direct Message" or "DM" means a one-to-one private conversation between two users enabled through StuSync's integrated messaging feature, currently powered by the Gifted Chat module.
- XI. "Group Thread" refers to a multi-user conversation thread facilitated within the platform that may be created around events, classes, shared interests, or housing arrangements.
- XII. **Verification** means the process by which StuSync validates a Student User's educational affiliation by requiring the submission of a valid student identification card issued by their post-secondary institution. Verification may include image analysis, authentication checks, and review by StuSync administrators to confirm authenticity.
- XIII. "Firebase" refers to the backend infrastructure provided by Google and used by StuSync for authentication, secure data storage, analytics, and user management.
- XIV. "AdMob" refers to the third-party advertising service provided by Google that may be integrated into the StuSync app to display advertisements in accordance with applicable data laws and user permissions.
- XV. "Third-Party Content" refers to any external content, service, website, or software not owned or operated by StuSync that may be accessed via hyperlink, redirect, or reference within the app. StuSync disclaims all responsibility for such content, in accordance with Section 15.
- XVI. "Personally Identifiable Information" or "PII" means any information that can be used to identify an individual, whether directly or indirectly, including but not limited to full name, student identification card details, device ID, user-generated photos, or IP address.
- XVII. "PIPEDA" refers to the Personal Information Protection and Electronic Documents Act (Canada), which governs how private sector organizations may collect, use, and disclose personal information in the course of commercial activities.
- XVIII. "User-Generated Content" means any Content submitted by a user including but not limited to messages, service listings, roommate ads, housing posts, and event promotions.
- XIX. "Banned User" refers to any user whose account has been permanently disabled, restricted, or deleted by administrative decision due to violations of these Terms of Service, applicable law, or community standards. Banned Users may submit one written appeal within 14 days of suspension

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- by contacting management@soudelka.ca. Appeals will be reviewed on a case by case basis. If the appeal is denied, the ban and deletion remain permanent, and no further appeals will be accepted.
- XX. "Post Boost" refers to a paid or promotional tool offered to users, including Business Users, to increase the visibility of a post, event, or listing on the platform. Post Boosts may be transacted using Apple In-App Purchase (IAP).
- XXI. "Apple In-App Purchase" or "Apple IAP" means the payment processing infrastructure provided by Apple through which StuSync handles all purchases, including premium subscriptions and boosts. All receipts are issued by Apple, and refunds are subject to Apple's refund policy.
- XXII. "2FA" or "Two-Factor Authentication" means the verification process whereby a user must validate their identity using an additional form of verification, such as an SMS code, after logging in with primary credentials. StuSync uses 2FA for administrative logins and user account verification after app reinstallation.
- XXIII. "SMS Verification" means the requirement for users to validate their identity via SMS code delivery if they uninstall and later reinstall the app, in order to prevent unauthorized access or account spoofing.

This Appendix shall form an integral part of the Terms of Service and shall be binding upon all users of the platform.