

SOFTSEEK TERMS & CONDITIONS, REFUND POLICY AND PRIVACY POLICY

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Contents

1. Introduction and Legal Agreement
2. Definitions
3. About Softseek and Scope of Services
4. Order of Precedence
5. Website Use and Acceptable Conduct
6. Quotations, Proposals and Engagement Process
7. Client Responsibilities
8. Approvals, Revisions and Change Requests
9. Pricing, Payments, Taxes and Invoicing
10. Subscriptions, Retainers and Recurring Services
11. Delivery, Deployment and Timelines
12. Testing, Acceptance and Warranty Support
13. Refund and Cancellation Policy
14. Intellectual Property Ownership
15. Licence Restrictions
16. Portfolio, Case Studies and Publicity
17. Confidentiality
18. Security, Credentials and Client Systems
19. Third-Party Services, Platforms and Integrations
20. AI, Automation and Emerging Technology Services
21. Digital Marketing, SEO and Advertising
22. Privacy Policy - Overview
23. Personal Information We Collect
24. How We Collect Personal Information
25. Purposes of Processing
26. Legal Basis and Consent
27. Cookies, Analytics and Similar Technologies
28. Disclosure of Personal Information
29. International Transfers
30. Retention of Personal Information
31. Safeguards and Breach Response
32. Your Privacy Rights
33. Children's Privacy
34. Client Data, Compliance and Regulated Information
35. Compliance With Laws
36. Disclaimers
37. Limitation of Liability
38. Indemnification
39. Suspension and Termination
40. Force Majeure
41. Electronic Communications, Acceptance and Signatures
42. Governing Law and Jurisdiction
43. Dispute Resolution
44. Notices
45. General Terms

46. Changes to These Terms

47. Contact Information

1. Introduction and Legal Agreement

1.1 Welcome to Softseek. These Terms & Conditions, Refund Policy and Privacy Policy (collectively, the “Terms”) govern access to and use of the website located at <https://softseek.ca>, any related websites or landing pages operated under the Softseek brand, and Softseek’s software, technology products, professional services, consulting services, digital services, communications, proposals, quotations, invoices, applications, portals, and deliverables.

1.2 These Terms are issued by Softseek Technologies Inc., a Canadian technology company, and, where applicable, the Softseek Technology FZCO affiliated entity identified in the relevant proposal, quotation, invoice, statement of work, purchase order, service agreement, or trade licence (collectively, “Softseek”, “Company”, “we”, “our”, or “us”). The exact contracting entity for a paid engagement is the entity named in the applicable commercial document.

1.3 By browsing the Website, submitting an enquiry, requesting a quotation, accepting a proposal, placing an order, making payment, using any Softseek product, or otherwise engaging Softseek for services, you confirm that you have read, understood, and agree to be bound by these Terms. If you are acting on behalf of a company or other legal entity, you represent that you have authority to bind that entity.

1.4 If you do not agree with these Terms, you must not use the Website, request services, or rely on Softseek materials.

2. Definitions

2.1 “Agreement” means these Terms together with any accepted proposal, quotation, invoice, statement of work, purchase order, service agreement, order form, subscription form, support plan, data processing agreement, non-disclosure agreement, or other written document agreed between Softseek and the client.

2.2 “Client”, “Customer”, “you”, or “your” means any person, company, organization, agency, or representative that accesses the Website, requests information, purchases services, uses products, or contracts with Softseek.

2.3 “Services” means Softseek’s technology and business services, including custom software development, website design and development, mobile application development, cloud solutions, AI and automation, ERP/CRM/CMS solutions, e-commerce development, UI/UX design, digital marketing, SEO, advertising, video production, hosting assistance, maintenance, support, consulting, training, implementation, integration, and related professional services.

2.4 “Deliverables” means any work product created or configured for a Client, including documents, designs, wireframes, software, source code, object code, databases, APIs, integrations, reports, graphics, marketing assets, videos, content, training materials, configuration files, and other project outputs.

2.5 “Background IP” means intellectual property, know-how, frameworks, libraries, templates, methods, scripts, components, code snippets, architecture, tools, designs, processes, documentation, and technology owned, licensed, or developed by Softseek before or independently of a Client project.

2.6 “Client Materials” means all content, data, files, images, logos, trademarks, business information, credentials, access permissions, documents, personal information, instructions, and materials provided by or on behalf of the Client.

2.7 “Personal Information” or “Personal Data” means information about an identified or identifiable natural person, including names, contact details, identifiers, online identifiers, account information, device information, billing information, project communications, and any other information protected under applicable privacy laws.

3. About Softseek and Scope of Services

3.1 Softseek provides digital transformation, software development, cloud-based technology, AI, automation, web, mobile, ERP, CRM, CMS, e-commerce, digital marketing, design, support, and consulting services to clients in Canada, the UAE, and other jurisdictions.

3.2 Information displayed on the Website is provided for general business, marketing, and informational purposes. Website content does not create a binding obligation to provide any specific service, feature, price, timeline, support level, or deliverable unless expressly included in an accepted written proposal or agreement.

3.3 All Services are subject to scope confirmation, technical review, resource availability, lawful use, payment approval, and acceptance by Softseek. Softseek may decline, suspend, or terminate any request or engagement that is unlawful, abusive, technically unsuitable, commercially impractical, outside our service scope, or inconsistent with these Terms.

4. Order of Precedence

4.1 If there is any inconsistency between these Terms and a signed service agreement, statement of work, proposal, quotation, or invoice issued by Softseek, the following order will apply unless the relevant document states otherwise: (a) signed service agreement; (b) data processing agreement, non-disclosure agreement, or security addendum; (c) statement of work or accepted proposal; (d) quotation or invoice; and (e) these Terms.

4.2 Mandatory consumer, privacy, employment, tax, electronic transaction, cybersecurity, and other statutory rights that cannot legally be excluded remain unaffected.

5. Website Use and Acceptable Conduct

5.1 You may use the Website only for lawful purposes and in accordance with these Terms. You must not misuse the Website, interfere with its operation, attempt unauthorized access, scrape or harvest data without permission, transmit malware, probe or test vulnerabilities without written authorization, impersonate any person, submit false information, infringe third-party rights, or use the Website for fraudulent, abusive, harmful, or unlawful activity.

5.2 Softseek may restrict, block, suspend, monitor, investigate, or report any activity that appears to violate these Terms or applicable law. We may preserve and disclose information where reasonably necessary to comply with legal obligations, enforce our rights, protect users, secure our systems, or respond to lawful requests.

6. Quotations, Proposals and Engagement Process

6.1 Any quotation, estimate, package description, price list, proposal, timeline, or service description provided by Softseek is valid only for the period stated in writing. If no validity period is stated, it may be withdrawn or revised at any time before acceptance.

6.2 A project will not be considered accepted or commenced until Softseek receives the required written approval, signed agreement if applicable, onboarding materials, and initial payment or deposit, unless Softseek expressly agrees otherwise in writing.

6.3 Softseek may conduct technical discovery before confirming scope, cost, timeline, or feasibility. Discovery, consultation, audits, prototypes, workshops, and technical assessments may be charged separately.

7. Client Responsibilities

7.1 The Client is responsible for providing accurate, complete, lawful, and timely information, instructions, content, materials, feedback, approvals, access credentials, third-party account permissions, business rules, and regulatory requirements necessary for Softseek to perform the Services.

7.2 The Client confirms that it owns or has the necessary rights, licences, permissions, and consents to provide Client Materials to Softseek and to permit Softseek to use them for the project.

7.3 The Client is responsible for reviewing deliverables, testing outputs, verifying business logic, confirming legal and regulatory requirements, and notifying Softseek promptly of any issues within the applicable review or warranty period.

7.4 Softseek is not liable for delay, additional cost, reduced quality, missed deadlines, data inaccuracy, compliance gaps, or failed delivery caused by Client delay, incomplete information, unclear instructions, unavailable approvals, inaccessible systems, invalid credentials, third-party restrictions, or changes requested by the Client.

8. Approvals, Revisions and Change Requests

8.1 Projects may include a limited number of revisions only if expressly stated in the applicable proposal or package. Revisions must remain within the agreed scope. Additional revisions, redesigns, rework, new features, content changes, strategy changes, additional integrations, legal review requests, and changes after approval may be charged separately.

8.2 Unless otherwise stated, a Client approval or lack of response within a reasonable review period may be treated as confirmation to proceed to the next stage. If a Client later requests changes to previously approved work, Softseek may charge additional fees and revise the timeline.

8.3 Any work not specifically included in the accepted scope is out of scope. Softseek may require a written change request, revised quotation, additional payment, or revised timeline before performing out-of-scope work.

9. Pricing, Payments, Taxes and Invoicing

9.1 All pricing must be confirmed in writing. Prices may be stated in Canadian dollars, UAE dirhams, US dollars, or another agreed currency. Unless expressly stated otherwise, prices exclude applicable taxes, duties, bank charges, payment gateway charges, currency conversion fees, government fees, third-party platform charges, hosting fees, domain fees, app-store fees, advertising spend, licence fees, and other pass-through costs.

9.2 Deposits, milestone payments, subscription fees, retainers, support fees, maintenance fees, and recurring charges must be paid according to the agreed schedule. Softseek may suspend or withhold work, delivery, deployment, source-code transfer, account handover, support, maintenance, or access if payment is overdue.

9.3 Where permitted by law and stated in an invoice or agreement, overdue amounts may be subject to late-payment charges, administrative fees, collection costs, legal costs, and interest at the lower of 1.5% per month or the maximum rate permitted by applicable law.

9.4 Payments are considered received only when cleared in Softseek's account. The Client is responsible for ensuring that payments are correctly referenced and made to the bank account, payment link, or payment method officially provided by Softseek.

10. Subscriptions, Retainers and Recurring Services

10.1 Subscription, SaaS, hosting, maintenance, marketing, support, monitoring, cloud, or retainer services may renew automatically for the period stated in the applicable order or agreement unless cancelled in accordance with the applicable cancellation terms.

10.2 Recurring services are provided subject to timely payment, platform availability, acceptable use, third-party service continuity, and Client cooperation. Unused hours, credits, support allowances, or advertising management time do not roll over unless expressly stated in writing.

10.3 Softseek may change subscription or recurring service pricing by providing reasonable notice, unless pricing is fixed under a signed agreement for a defined period.

11. Delivery, Deployment and Timelines

11.1 Softseek will use commercially reasonable efforts to meet estimated timelines. Unless expressly stated as a binding deadline in a signed agreement, all delivery dates are estimates and depend on scope clarity, Client cooperation, third-party systems, technical complexity, resource availability, and timely payments.

11.2 Delivery may occur through email, file transfer, staging server, production deployment, repository access, client portal, cloud environment, content management system, or another method agreed by the parties.

11.3 Softseek is not responsible for delays or failures caused by third-party providers, hosting providers, app stores, payment gateways, advertising platforms, telecom providers, API providers, government authorities, security reviews, platform policy changes, force majeure events, or Client-side issues.

12. Testing, Acceptance and Warranty Support

12.1 Unless another acceptance process is agreed in writing, the Client must inspect and test deliverables promptly after delivery or deployment. Any defect, non-conformity, or missing agreed requirement must be reported in reasonable detail within the review period stated in the proposal or, if no period is stated, within seven (7) calendar days of delivery.

12.2 Softseek will make commercially reasonable efforts to correct reproducible defects that materially prevent agreed deliverables from functioning according to the accepted scope and that are reported within the applicable warranty or review period.

12.3 Warranty support does not cover issues caused by third-party changes, hosting problems, client modifications, unsupported browsers or devices, malware, data corruption, unauthorized access, deleted files, plugin/theme updates, API changes, misuse, external integrations, business-rule changes, or functionality not included in the agreed scope.

12.4 After the review or warranty period, support, bug fixing, updates, enhancements, monitoring, backups, and maintenance may be chargeable unless covered by an active support agreement.

13. Refund and Cancellation Policy

13.1 This Refund and Cancellation Policy applies unless a signed agreement, proposal, package, or invoice states a different policy. It is intended to be fair, transparent, and consistent with applicable consumer protection laws in Canada, the UAE, and other applicable jurisdictions.

13.2 Custom services. Because custom software, design, development, consulting, marketing, strategy, cloud, AI, video, and implementation services require allocation of time, resources, research, planning, labour, third-party costs, and opportunity cost, deposits and milestone payments are generally non-refundable once work has commenced or resources have been allocated.

13.3 Before work starts. If a Client cancels a custom project before Softseek has started work or allocated resources, Softseek may refund the amount paid after deducting administrative costs, payment gateway charges, bank charges, third-party costs, discovery work, consultation time, and any other costs already incurred.

13.4 After work starts. If a Client cancels after work has commenced, the Client must pay for all completed work, work in progress, committed resources, approved milestones, third-party charges, licences, subscriptions, media spend, hosting charges, government fees, and other non-cancellable costs up to the cancellation date. Any refund, if applicable, will be limited to the unused portion of amounts paid for work not yet started and not committed.

13.5 Milestone approvals. Payments linked to completed or approved milestones are non-refundable except where required by law or where Softseek materially fails to provide the agreed deliverables and does not remedy the failure within a reasonable period after written notice.

13.6 Digital products and SaaS. Fees for digital products, SaaS subscriptions, licences, hosting, support plans, maintenance plans, and recurring services are generally non-refundable for the paid period unless required by law or expressly stated in the applicable order. Access may continue until the end of the paid period unless terminated for breach.

13.7 Third-party charges. Amounts paid or committed to third parties, including cloud providers, domain registrars, hosting providers, advertising platforms, software licensors, payment gateways, SMS/communication providers, app stores, AI providers, stock asset providers, and consultants, are non-refundable unless the third party actually refunds the amount to Softseek.

13.8 Service dissatisfaction. A request for refund based only on change of mind, preference change, business decision, internal budget change, rejection of previously approved work, lack of results from marketing campaigns, platform policy changes, or failure to provide required Client information will not entitle the Client to a refund.

13.9 Legal rights preserved. Nothing in this policy limits any non-waivable statutory right that a consumer may have under applicable law, including rights arising from misrepresentation, unfair practices, non-delivery, defective services, or legally mandated cancellation rights.

13.10 Refund processing. Approved refunds will normally be processed to the original payment method or another lawful method selected by Softseek within a commercially reasonable period, subject to banking, card-network, payment-gateway, anti-fraud, tax, and compliance checks. Processing times may vary by bank or payment provider.

13.11 Chargebacks. Before initiating a chargeback or payment dispute, the Client should contact Softseek at info@softseek.ca so the matter can be reviewed. Improper chargebacks may result in suspension of services, recovery of fees, and submission of project records to the payment provider.

14. Intellectual Property Ownership

14.1 Softseek retains all rights, title, and interest in its Background IP, know-how, methodologies, templates, frameworks, reusable components, libraries, architecture, documentation, proprietary tools, internal processes, and general skills developed or used before, during, or after a Client engagement.

14.2 The Client retains ownership of Client Materials, subject to the Client granting Softseek a non-exclusive, worldwide, royalty-free licence to use, reproduce, modify, process, host, display, and transmit such materials as necessary to provide the Services.

14.3 Unless otherwise agreed in writing, ownership or licence rights in custom deliverables transfer to the Client only after Softseek has received full payment of all amounts due for the relevant project, including taxes and reimbursable costs.

14.4 Source code, editable design files, raw files, training files, project repositories, development environments, deployment scripts, AI prompts, internal documentation, working files, and administrative credentials are provided only if expressly included in the agreed scope and after full payment.

14.5 Third-party software, open-source components, plugins, fonts, stock assets, SaaS tools, APIs, and platform services remain subject to their respective licences and terms. The Client is responsible for complying with such terms after handover.

15. Licence Restrictions

15.1 Unless expressly permitted in writing, the Client and Website users must not copy, resell, sublicense, redistribute, reverse engineer, decompile, bypass access controls, remove copyright notices, exploit vulnerabilities, scrape protected materials, create derivative products from Softseek Background IP, or use Softseek materials for competing services.

15.2 Any unauthorized use of Softseek intellectual property may result in termination of services, revocation of licences, access restriction, and legal action.

16. Portfolio, Case Studies and Publicity

16.1 Unless a Client has requested confidentiality in writing or the parties have signed a non-disclosure agreement that restricts publicity, Softseek may identify the Client as a client and may refer to completed non-confidential work in portfolios, proposals, marketing materials, case studies, presentations, and websites.

16.2 Softseek will not intentionally disclose Client confidential information, private credentials, non-public business data, or sensitive personal information in public portfolio materials without permission.

17. Confidentiality

17.1 Each party may receive confidential information from the other party. Confidential information includes non-public business, financial, technical, operational, customer, product, security, marketing, pricing, software, data, credential, and project information that should reasonably be understood as confidential.

17.2 The receiving party must use confidential information only for the purpose of the relevant engagement, protect it with reasonable safeguards, and not disclose it to third parties except to employees, contractors, affiliates, advisers, service providers, and subcontractors who need to know it and are bound by confidentiality obligations, or where disclosure is required by law.

17.3 Confidentiality obligations do not apply to information that is publicly available without breach, already known lawfully, independently developed without reference to confidential information, lawfully received from a third party, or required to be disclosed by a court, regulator, or government authority.

18. Security, Credentials and Client Systems

18.1 Softseek will use commercially reasonable administrative, technical, and organizational safeguards appropriate to the nature of the Services. However, no website, network, cloud environment, software system, transmission, AI system, or storage method can be guaranteed to be completely secure or error-free.

18.2 The Client is responsible for securing its own devices, accounts, passwords, access permissions, user roles, hosting accounts, cloud accounts, domain accounts, advertising accounts, payment accounts, administrative dashboards, third-party platforms, and backups unless Softseek has expressly accepted responsibility in writing.

18.3 The Client should provide least-privilege access where possible and should promptly revoke or rotate credentials after project completion or staff changes. Softseek is not liable for unauthorized access caused by weak passwords, credential sharing, compromised Client systems, inactive user removal failures, phishing, third-party breaches, or Client-side security failures.

19. Third-Party Services, Platforms and Integrations

19.1 Softseek projects may depend on third-party providers, including cloud providers, hosting companies, domain registrars, app stores, payment gateways, AI providers, analytics providers, advertising platforms, SMS/WhatsApp/email providers, CRM/ERP platforms, open-source libraries, APIs, plugins, fonts, and software vendors.

19.2 Third-party services are controlled by their respective providers and may be subject to separate fees, terms, service levels, privacy policies, availability limits, usage limits, policy changes, API changes, suspensions, outages, and price changes. Softseek is not responsible for third-party acts, omissions, service interruptions, security incidents, data handling, account suspensions, API restrictions, compliance requirements, or price changes.

19.3 Where the Client asks Softseek to connect, configure, or use a third-party service, the Client authorizes Softseek to access and use that service for the project and confirms that it has the right to do so.

20. AI, Automation and Emerging Technology Services

20.1 Softseek may provide AI, machine learning, automation, chatbot, analytics, recommendation, document-processing, image-processing, natural-language, or workflow automation services. These services may rely on third-party models, APIs, datasets, prompts, configurations, and cloud services.

20.2 AI and automation outputs may be incomplete, inaccurate, biased, outdated, or unsuitable for a specific use unless independently reviewed. The Client is responsible for human review, legal review, professional judgment, safety assessment, compliance approval, and final decision-making before relying on AI-generated outputs.

20.3 The Client must not use Softseek AI solutions for unlawful surveillance, discrimination, fraud, harmful profiling, unauthorized scraping, infringement, unsafe decisions, or regulated high-risk decisions without appropriate legal basis, notices, human oversight, risk assessment, and compliance controls.

20.4 The Client must not provide sensitive, confidential, regulated, or personal data for AI processing unless Softseek has confirmed the processing method and the parties have agreed any required data protection terms.

21. Digital Marketing, SEO and Advertising

21.1 Digital marketing, SEO, advertising, social media, content, analytics, and growth services depend on market conditions, platform algorithms, auction dynamics, audience behaviour, competition, budget, landing-page quality, offer strength, account history, search-engine changes, and third-party policies.

21.2 Softseek does not guarantee specific rankings, traffic, leads, conversions, revenue, return on ad spend, account approvals, platform verification, reduced cost per click, or uninterrupted advertising delivery unless expressly stated in a signed performance agreement.

21.3 The Client is responsible for the accuracy, legality, substantiation, and approval of claims, offers, promotions, regulated-industry content, testimonials, pricing, availability, and disclosures used in marketing materials.

22. Privacy Policy - Overview

22.1 This Privacy Policy explains how Softseek collects, uses, discloses, stores, protects, and manages Personal Information in connection with the Website, enquiries, proposals, services, products, marketing, support, billing, and business operations.

22.2 Softseek aims to handle Personal Information in a manner consistent with applicable privacy laws, including Canadian private-sector privacy requirements, UAE personal data protection requirements where applicable, and globally recognized privacy principles such as transparency, purpose limitation, data minimization, accuracy, safeguards, retention limitation, accountability, and individual rights.

22.3 Where Softseek processes Personal Information on behalf of a Client within a Client-controlled system, the Client is normally the data controller or organization responsible for determining the purposes and means of processing, and Softseek acts as a service provider or processor unless otherwise agreed.

23. Personal Information We Collect

23.1 Softseek may collect the following categories of Personal Information, depending on the relationship and services requested: (a) identity and contact information such as name, company, job title, email address, phone number, address, and country; (b) enquiry and project information such as requirements, budgets, business needs, website URLs, communication history, proposal details, support tickets, and meeting notes; (c) billing and transaction information such as invoices, payment status, tax details, payment references, and purchase history; (d) technical information such as IP address, browser type, device identifiers, pages visited, cookies, analytics data, log files, security events, and usage data; (e) account and access information such as user roles, login details, permission records, and support-access records; (f) Client Materials and project data provided for development, support, migration, testing, integration, training, automation, or hosting; and (g) marketing preferences, consent records, unsubscribe records, and communication preferences.

23.2 Softseek does not intentionally collect sensitive Personal Information unless it is necessary for an agreed service, provided by the Client, or required by law. Clients should not submit unnecessary sensitive information through public website forms.

24. How We Collect Personal Information

24.1 We may collect Personal Information directly from you when you complete a form, email us, call us, message us, request a quotation, sign a proposal, make payment, attend a meeting, use a portal, subscribe to communications, or provide project materials.

24.2 We may collect information automatically through cookies, analytics tools, server logs, security tools, and similar technologies when you visit or interact with the Website.

24.3 We may receive information from Clients, authorized representatives, affiliates, payment processors, service providers, public sources, business directories, social media platforms, advertising platforms, recruitment sources, and third-party integration providers where permitted by law.

25. Purposes of Processing

Softseek may collect, use, and disclose Personal Information for the following purposes: (a) responding to enquiries and requests; (b) preparing quotations, proposals, statements of work, and contracts; (c) providing, managing, improving, and supporting Services; (d) project discovery, design, development, testing, deployment, migration, integration, training, and maintenance; (e) billing, payment processing, accounting, tax, audit, and compliance; (f) customer service, technical support, troubleshooting, security, fraud prevention, and incident response; (g) marketing, newsletters, service updates, event invitations, and business communications where permitted by law; (h) analytics, website improvement, user experience, performance monitoring, and business intelligence; (i) recruitment, contractor management, and business administration; (j) enforcing agreements, protecting legal rights, resolving disputes, and complying with legal obligations; and (k) any other purpose disclosed at the time of collection or permitted by applicable law.

26. Legal Basis and Consent

26.1 Depending on the applicable law and context, Softseek may process Personal Information based on consent, performance of a contract, steps taken before entering a contract, compliance with legal obligations, legitimate business interests, protection of rights and security, or another lawful basis permitted by applicable law.

26.2 Where consent is required, Softseek will seek valid consent appropriate to the sensitivity of the information and the processing purpose. You may withdraw consent where permitted by law, but withdrawal may affect our ability to provide certain services or communications.

26.3 For commercial electronic messages, Softseek will use consent, implied consent, existing business relationship, transactional-message exemptions, or another lawful basis where applicable, and will provide an unsubscribe mechanism where required.

27. Cookies, Analytics and Similar Technologies

27.1 The Website may use cookies, pixels, tags, scripts, analytics tools, log files, and similar technologies to operate the Website, remember preferences, improve performance, secure the Website, measure traffic, understand user behaviour, support marketing, and improve services.

27.2 Some cookies are necessary for Website functionality and security. Other cookies may support analytics, personalization, or marketing. Where required by applicable law, Softseek will request consent before using non-essential cookies or similar technologies.

27.3 You may adjust browser settings to block or delete cookies, but some Website functions may not operate properly. Third-party tools such as analytics or advertising platforms may process information under their own policies.

28. Disclosure of Personal Information

28.1 Softseek may disclose Personal Information to: (a) Softseek affiliates and offices in Canada, the UAE, and other locations; (b) employees, contractors, consultants, developers, designers, marketers, support personnel, and professional advisers; (c) hosting, cloud, analytics, communication, payment, CRM, accounting, security, project-management, AI, advertising, and technical service providers; (d) third-party platforms or integration partners requested or authorized by the Client; (e) government, regulatory, law-enforcement, tax, court, or dispute-resolution bodies where required or permitted by law; (f) potential buyers, successors, or business partners in connection with a merger, acquisition, restructuring, financing, or sale of business assets; and (g) any other party with consent or as permitted by law.

28.2 Softseek does not sell Personal Information in the ordinary course of business.

29. International Transfers

29.1 Softseek operates internationally and may process or store Personal Information in Canada, the UAE, the United States, the United Kingdom, the European Economic Area, Pakistan, Türkiye, or other jurisdictions where Softseek, its affiliates, contractors, or service providers operate.

29.2 Personal Information transferred across borders may be subject to the laws of the destination jurisdiction. Where required, Softseek will use appropriate contractual, organizational, technical, and legal safeguards for international transfers. Clients remain responsible for confirming whether their own data-export, sector-specific, or customer-notice obligations apply.

30. Retention of Personal Information

30.1 Softseek retains Personal Information only for as long as reasonably necessary for the purposes for which it was collected, including to provide services, maintain business records, meet tax, accounting, audit, legal, regulatory, security, dispute-resolution, backup, and contractual requirements, and enforce rights.

30.2 Retention periods vary depending on the type of information, legal requirements, project status, account activity, service requirements, risk, and business needs. When Personal Information is no longer required, Softseek will delete, anonymize, archive, or restrict it in accordance with applicable law and operational requirements.

31. Safeguards and Breach Response

31.1 Softseek uses reasonable safeguards designed to protect Personal Information against unauthorized access, use, disclosure, alteration, loss, or destruction. Safeguards may include access controls, password protection, limited access permissions, encryption where appropriate, network security, confidentiality obligations, monitoring, backups, and internal procedures.

31.2 If Softseek becomes aware of a privacy or security incident involving Personal Information under its control, it will assess the incident and take reasonable steps to contain, investigate, mitigate, document, and notify affected parties or regulators where required by applicable law.

31.3 The Client must promptly notify Softseek of any suspected unauthorized access, credential compromise, vulnerability, data error, or breach affecting systems, credentials, accounts, or data connected to a Softseek project or service.

32. Your Privacy Rights

32.1 Depending on your jurisdiction and the circumstances, you may have rights to request access to Personal Information, correction of inaccurate information, withdrawal of consent, deletion, restriction of processing, objection to processing, data portability, information about processing, or complaint to a privacy regulator.

32.2 To exercise privacy rights, contact Softseek at info@softseek.ca. Softseek may need to verify your identity and may refuse, limit, or charge for a request where permitted by law, including where disclosure would reveal another person's information, confidential business information, security-sensitive information, privileged information, or information that must be retained for legal reasons.

32.3 If you receive marketing communications, you may unsubscribe using the unsubscribe mechanism provided or by contacting info@softseek.ca. Transactional, service, billing, legal, security, or project communications may still be sent where permitted by law.

33. Children's Privacy

The Website and Services are intended for business users and are not directed to children. Softseek does not knowingly collect Personal Information from children through the Website without appropriate consent. If you believe a child has provided Personal Information to Softseek without appropriate authorization, contact us so we can review and take appropriate action.

34. Client Data, Compliance and Regulated Information

34.1 Clients are responsible for determining whether their project involves regulated, sensitive, confidential, financial, health, educational, employment, biometric, children's, government, or other protected data. Clients must inform Softseek in writing before providing such data and must ensure that all required notices, consents, legal bases, data-sharing permissions, retention rules, and security requirements are in place.

34.2 Unless expressly agreed in a written data processing agreement or security addendum, Softseek does not assume responsibility for sector-specific compliance obligations that apply to the Client's business, including financial services, healthcare, education, insurance, employment, transport, consumer finance, telecom, government procurement, export control, or regulated AI obligations.

35. Compliance With Laws

35.1 Each party must comply with laws applicable to its own business, content, instructions, data, products, services, and use of deliverables. This may include laws relating to privacy, data protection, cybersecurity, intellectual property, consumer protection, advertising, anti-spam, electronic transactions, taxes, sanctions, export controls, labour, accessibility, industry regulation, and corporate authority.

35.2 Softseek may refuse or suspend work that appears to involve unlawful content, prohibited goods or services, infringement, deception, spam, malware, unauthorized surveillance, hacking, evasion of platform policies, unlawful scraping, illegal discrimination, or breach of applicable laws or third-party terms.

36. Disclaimers

36.1 Except as expressly stated in an agreement, the Website, content, Services, deliverables, software, advice, estimates, and materials are provided on an "as is" and "as available" basis to the fullest extent permitted by law.

36.2 Softseek does not warrant that the Website, Services, deliverables, software, integrations, AI outputs, marketing results, rankings, hosting environments, third-party platforms, or communications will be uninterrupted, error-free, secure, virus-free, compatible with all environments, or suitable for every business purpose.

36.3 Softseek does not provide legal, accounting, tax, financial, investment, immigration, medical, or regulated professional advice unless expressly stated in a signed agreement with appropriately qualified professionals. Clients should obtain independent professional advice where necessary.

37. Limitation of Liability

37.1 To the fullest extent permitted by applicable law, Softseek and its directors, officers, employees, contractors, affiliates, suppliers, and representatives will not be liable for indirect, incidental, special, consequential, exemplary, punitive, or aggravated damages; loss of profits; loss of revenue; loss of business; loss of goodwill; loss of opportunity; loss of anticipated savings; loss or corruption of data; business interruption; platform suspension; security incidents caused by third parties; or costs of substitute services, even if advised of the possibility of such damages.

37.2 To the fullest extent permitted by applicable law, Softseek's total aggregate liability arising out of or relating to the Website, Services, deliverables, or any Agreement will not exceed the amounts actually paid by the Client to Softseek for the specific service giving rise to the claim during the three (3) months immediately preceding the event giving rise to liability, or CAD 1,000, whichever is greater, unless a different liability cap is expressly agreed in a signed agreement.

37.3 Nothing in these Terms excludes or limits liability that cannot legally be excluded or limited, including liability for fraud, intentional misconduct, gross negligence where not waivable, or non-waivable consumer rights.

38. Indemnification

The Client agrees to indemnify, defend, and hold harmless Softseek and its directors, officers, employees, contractors, affiliates, suppliers, and representatives from and against any claims, damages, losses, liabilities, penalties, settlements, costs, and expenses, including reasonable legal fees, arising from or relating to: (a) Client Materials; (b) Client instructions; (c) Client misuse of the Website, Services, or deliverables; (d) breach of these Terms or any Agreement; (e) infringement or alleged infringement caused by Client Materials or Client-requested functionality; (f) Client violation of privacy, data protection, advertising, consumer, employment, sector-specific, or other laws; (g) Client products or services; (h) unauthorized access caused by Client systems, credentials, or users; or (i) disputes between the Client and its customers, users, employees, vendors, or regulators.

39. Suspension and Termination

39.1 Softseek may suspend or terminate access to the Website, Services, deliverables, support, hosting assistance, maintenance, accounts, or project work if the Client breaches these Terms, fails to pay on time, provides unlawful instructions, misuses services, creates security risk, violates third-party terms, becomes abusive or threatening, becomes insolvent, or otherwise acts in a manner that may expose Softseek to legal, financial, technical, or reputational risk.

39.2 The Client may terminate an engagement only in accordance with the applicable agreement or, if no specific termination clause applies, by providing written notice. Termination does not release the Client from paying amounts due for completed work, work in progress, committed resources, third-party charges, approved milestones, cancellation fees, taxes, or costs incurred before termination.

39.3 Upon termination, Softseek may retain copies of project records, communications, invoices, backups, logs, and legal records as required for legitimate business, compliance, dispute-resolution, tax, accounting, or security purposes.

40. Force Majeure

40.1 Softseek will not be liable for any delay, failure, loss, or interruption caused by events beyond its reasonable control, including natural disasters, pandemics, acts of government, war, terrorism, labour disputes, power failures, internet outages, cloud outages, hosting failures, cyberattacks, supplier failures, payment-network failures, platform policy changes, regulatory changes, civil unrest, fire, flood, or other force majeure events.

40.2 Softseek will use reasonable efforts to resume performance when commercially practical. Timelines may be extended for the duration of the force majeure event and any reasonable recovery period.

41. Electronic Communications, Acceptance and Signatures

41.1 You agree that communications, notices, approvals, proposals, invoices, agreements, signatures, confirmations, and records may be created, sent, accepted, signed, stored, and relied upon electronically where permitted by applicable law.

41.2 Clicking an acceptance button, submitting a form, replying by email with approval, signing electronically, paying an invoice, accessing a portal, or continuing to use Services after receiving terms may constitute acceptance of the applicable terms.

42. Governing Law and Jurisdiction

42.1 Unless a signed agreement states otherwise, Website use and engagements contracted with Softseek Technologies Inc. are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict-of-law rules. The courts located in Ontario, Canada will have jurisdiction, subject to any mandatory rights that cannot be excluded.

42.2 Where a proposal, invoice, or agreement is issued by Softseek's UAE-affiliated entity, the engagement may be governed by the applicable laws of the United Arab Emirates and the competent courts or authorities of the relevant emirate or free zone, unless the applicable agreement states otherwise.

42.3 Nothing in these Terms excludes mandatory legal protections that may apply to consumers, data subjects, or users in Canada, the UAE, or another jurisdiction where such protections cannot be waived.

43. Dispute Resolution

43.1 Before commencing formal proceedings, the parties agree to attempt in good faith to resolve disputes through written notice and management-level discussion. A party raising a dispute should provide reasonable details of the issue, the requested remedy, supporting documents, and contact information.

43.2 Softseek may seek urgent injunctive, equitable, or protective relief for intellectual property misuse, confidentiality breach, security threats, unpaid amounts, unauthorized access, or misuse of systems without first completing informal dispute discussions.

44. Notices

44.1 Legal, privacy, billing, refund, cancellation, and service notices to Softseek should be sent to info@softseek.ca unless another official contact is stated in the relevant agreement. Softseek may send notices to the email address, billing address, account contact, or representative provided by the Client.

44.2 You are responsible for keeping your contact details accurate and for monitoring communications relating to your project, account, invoices, and services.

45. General Terms

45.1 These Terms and the applicable Agreement constitute the entire understanding between the parties regarding the relevant subject matter and supersede prior discussions, proposals, and communications to the extent of any inconsistency.

45.2 No waiver of any breach or right will be effective unless in writing. If any provision is found invalid or unenforceable, the remaining provisions will remain in effect, and the invalid provision will be replaced or interpreted to achieve its intended commercial purpose as closely as legally possible.

45.3 The Client may not assign or transfer an Agreement without Softseek's prior written consent. Softseek may assign, subcontract, delegate, or transfer its rights and obligations to an affiliate, successor, contractor, or service provider where commercially reasonable and consistent with applicable law.

45.4 Provisions relating to payment, refunds, intellectual property, confidentiality, privacy, security, limitation of liability, indemnity, dispute resolution, governing law, and any provisions that by their nature should survive will survive termination or expiry.

46. Changes to These Terms

46.1 Softseek may update these Terms from time to time to reflect business, legal, technical, or operational changes. Updated Terms will be posted on the Website with a revised effective or last updated date.

46.2 Continued use of the Website or Services after updated Terms are posted or communicated constitutes acceptance of the updated Terms, except where separate written acceptance is required by law or contract. Material changes to active signed agreements will apply only as permitted by the relevant agreement or applicable law.

47. Contact Information

47.1 Softseek Technologies Inc. Canada

47.2 Softseek Technology FZCO. UAE

47.3 Website: <https://softseek.ca>

47.4 Email: info@softseek.ca

47.5 Email: ceo@softseektech.com

47.6 Canada Office: 41 George Street South, Brampton, Ontario, Canada, L6Y 2E1

47.7 UAE Office: D-FXD-1001, Building A5, Dubai Digital Park, Dubai Silicon Oasis, Dubai, United Arab Emirates

47.8 For privacy, refund, legal, billing, or service-related enquiries, please contact Softseek using the email address above and include sufficient details for us to review your request.