

TERMS OF SERVICE

Last Updated: February 20, 2026

These Terms of Service (“**Terms**”) are a legally binding agreement between you (“**you**” or “**User**”) and **DataSync Consulting Limited** (“**DataSync**,” “**we**,” “**us**,” or “**our**”) governing your access to and use of www.data-sync.biz (the “**Website**”) and any related information you request through it.

1. Agreement to Terms

By accessing or using the Website, you confirm that you have read, understood, and agree to be bound by these Terms and our **Privacy Policy**. If you do not agree, you must not use the Website.

If you use the Website on behalf of a company or organization, you represent that you have authority to bind that entity to these Terms.

2. Changes to These Terms

We may modify these Terms from time to time. Updated Terms are effective when posted on the Website with a revised “Last Updated” date. Your continued use of the Website after changes are posted means you accept the updated Terms.

3. Eligibility

You must be at least **18 years old** (or the age of majority in your jurisdiction) and have legal capacity to enter into these Terms. If you are using the Website on behalf of an organization, you confirm you are authorized to do so.

4. Use of the Website

4.1 Permitted Use

You may use the Website only for lawful purposes and in accordance with these Terms. The Website is provided for informational and business purposes, including learning about our services and contacting us.

4.2 Prohibited Conduct

You agree not to:

- Use the Website for unlawful, fraudulent, or unauthorized purposes

- Violate any applicable local, provincial/state, federal, or international laws or regulations
- Infringe our intellectual property rights or the rights of others
- Upload or transmit malware, viruses, harmful code, spam, or objectionable material
- Harass, threaten, abuse, defame, or intimidate any person or entity
- Impersonate any person/entity or misrepresent affiliation
- Attempt to gain unauthorized access to the Website, servers, or networks
- Use bots, scrapers, crawlers, or automated means to access the Website without our prior written permission
- Interfere with the security, integrity, or performance of the Website
- Collect or harvest personal information from the Website without a lawful basis and required consent

5. Intellectual Property Rights

5.1 Ownership

The Website and its content, features, and functionality (including text, graphics, logos, images, videos, software, and design) are owned by DataSync or its licensors and are protected by Canadian and international intellectual property laws.

5.2 Limited License

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Website for your personal or internal business informational use.

You may not:

- Copy, modify, distribute, publicly display, transmit, reproduce, or create derivative works from the Website or its content without permission
- Use the Website or content for commercial exploitation (e.g., reselling or licensing)
- Reverse engineer, decompile, or disassemble any part of the Website except where permitted by law

5.3 Trademarks

All trademarks, service marks, logos, and trade names displayed on the Website are the property of DataSync or their respective owners. You may not use them without prior written consent.

6. User-Submitted Content

6.1 Submissions

If you submit content or information to us through the Website (for example, via contact forms, inquiries, feedback, or other communications) ("**User Content**"), you remain responsible for that User Content.

6.2 License to Use User Content

You grant DataSync a worldwide, royalty-free, non-exclusive license to use, reproduce, and process your User Content **only as necessary** to:

- respond to your inquiry,
- provide requested information or services,
- operate and improve our business operations, and
- comply with legal obligations.

6.3 Your Warranty

You represent and warrant that you own or have the necessary rights to submit the User Content and that it does not violate third-party rights or applicable laws.

7. Third-Party Links and Services

The Website may contain links to third-party websites, services, or resources. These links are provided for convenience only. We do not control or endorse third-party sites and are not responsible for their content, privacy practices, or terms. Your use of third-party services is at your own risk.

8. Disclaimers

8.1 "As Is" / "As Available"

THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AVAILABILITY, AND NON-INFRINGEMENT.

We do not warrant that the Website will be uninterrupted, secure, error-free, or that defects will be corrected.

8.2 No Professional Advice

Information on the Website is for general informational purposes only and does not constitute legal, financial, technical, or professional advice. You should consult qualified professionals before acting on any information from the Website.

Nothing on this Website creates an advisory, consulting, or professional services relationship unless expressly included in a signed written agreement.

8.3 Service Descriptions

Information about our services, capabilities, timelines, deliverables, and methodologies provided on this Website is for general informational purposes only and does not constitute a binding offer, commitment, or guarantee of specific results.

Actual service engagements are subject to separate written agreements negotiated and executed between the parties. The scope, terms, pricing, and deliverables of any services will be defined exclusively in such written agreements, which will supersede any general descriptions on this Website.

No statement on this Website creates a contractual obligation or service level commitment unless expressly included in a signed written agreement.

9. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DATASYNC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR RELATED TO:

- your access to or use of (or inability to access or use) the Website,
- any third-party conduct or content on or through the Website,
- any content obtained from the Website, or
- unauthorized access, use, or alteration of your transmissions or content,

WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Where liability cannot be excluded under applicable law, our liability will be limited to the minimum extent permitted.

10. Indemnification

You agree to indemnify, defend, and hold harmless DataSync and its officers, directors, employees, agents, affiliates, and licensors from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or relating to:

- your use or misuse of the Website,
- your breach of these Terms,
- your violation of any law or third-party rights, or
- any User Content you submit through the Website.

11. Termination

We may suspend or terminate your access to the Website at any time if we reasonably believe you have violated these Terms, or where necessary to protect the Website, users, or our legal interests. Upon termination, your right to use the Website will cease immediately.

Provisions that by their nature should survive termination will survive, including Intellectual Property, Disclaimers, Limitation of Liability, Indemnification, and Governing Law.

12. Force Majeure

We will not be liable for any failure or delay in performance of our obligations under these Terms due to events beyond our reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, pandemics, government actions, power failures, internet service provider failures, or any other events that could not have been prevented by reasonable precautions.

During such events, our obligations will be suspended for the duration of the force majeure event. We will make reasonable efforts to mitigate the effects and resume performance as soon as practicable.

13. Governing Law and Jurisdiction

These Terms are governed by the laws of the Province of **British Columbia** and the federal laws of **Canada** applicable therein, without regard to conflict of law principles.

Subject to Section 13, any dispute arising out of or relating to these Terms or the Website will be brought exclusively in the courts located in **British Columbia, Canada**, and you consent to their jurisdiction.

14. Dispute Resolution (Informal First)

If a dispute, controversy, or claim arises out of or relating to these Terms or the Website ("**Dispute**"), the parties agree to first attempt to resolve it informally by contacting us at info@data-sync.biz.

If the Dispute is not resolved within **30 days** of written notice, either party may pursue resolution through the courts as provided in Section 12.

15. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect. The invalid provision will be modified to the minimum extent necessary to make it enforceable.

16. Waiver

No waiver of any term will be deemed a further or continuing waiver. Any failure to enforce a right or provision will not constitute a waiver.

17. Entire Agreement

These Terms, together with our Privacy Policy and any legal notices posted on the Website, constitute the entire agreement between you and DataSync regarding your use of the Website and supersede all prior understandings or agreements relating to the Website.

18. Assignment

You may not assign or transfer these Terms without our prior written consent. We may assign these Terms as part of a merger, acquisition, reorganization, or sale of assets, or otherwise.

19. Contact Information

If you have questions about these Terms, please contact:

- **DataSync Consulting Limited**
997 Seymour St #250
Vancouver, BC, V6B 3M1, Canada
Email: info@data-sync.biz
Phone: +1 604-277-352

BY USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE.