

# TERMS OF SERVICE

LATELLA & BASTONE FINANCIAL GROUP



GROUPE FINANCIER  
LATELLA & BASTONE  
FINANCIAL GROUP

## Important

The Terms of Service and any policies posted by us on this site or in respect to The Service constitutes the entire agreement between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements between you and us (including, but not limited to, any prior versions of the Terms of Service).

**EFFECTIVE DATE**

December 17<sup>th</sup>, 2020

**WEBSITE**

[www.lbfinancialgroup.ca](http://www.lbfinancialgroup.ca)

**EDITION**

1

**PHONE #**

514-567-1579

## CONTENTS

<b>INTRODUCTION .....</b>	<b>2-3</b>
Changes to Terms of Service .....	2
Termination.....	2
Severability .....	3
Contact Information .....	3
<b>GENERAL CONDITIONS .....</b>	<b>3</b>
<b>ACCURACY, COMPLETENESS &amp; TIMELINESS OF INFORMATION.....</b>	<b>4-5</b>
Website .....	4
Account & Billing.....	4
User Comments, Feedback & Other Submissions .....	4-5
Personal Information .....	5
<b>SERVICES RENDERED .....</b>	<b>5-7</b>
Service- Limitation of Liability .....	5-6
Modifications to Services .....	6
Optional Tools .....	6-7
<b>THIRD-PARTY LINKS .....</b>	<b>7</b>

## INTRODUCTION

This website is operated by Latella & Bastone Financial Group. Throughout the site, the terms “we”, “us” and “our” refer to Latella & Bastone Financial Group. Upon acceptance of our *Terms of Service*, we offer you the user, access to all the information, tools, and services found on this website. Please note that within the confines of this document, “Service” refers to both:

- a) Latella & Bastone Financial Group’s website
- b) services and products that are offered by Latella & Bastone Financial Group

By visiting our site, you engage with our Service and thus agree to be bound by the following terms and conditions. These *Terms of Service* apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these *Terms of Service* carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these *Terms of Service*. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any of our services. Any new features or tools which are added to the current store shall also be subject to the *Terms of Service* outlined below.

## Changes to Terms of Service

You can review the most current version of the *Terms of Service* at any time on this page. We reserve the right, at our sole discretion, to update, change or replace any part of these *Terms of Service* by posting updates and changes to our website. Your continued use of or access to our website or the Service following the posting of any changes to these *Terms of Service* constitutes acceptance of those changes.

## Termination

These *Terms of Service* are effective unless and until terminated by either you or us. You may terminate these *Terms of Service* at any time by notifying us that you no longer wish to use our Services, and/or when you cease using our site.

If you fail or we suspect that you failed to honor the provisions found within the *Terms of Service*, we may terminate this agreement at any time without notice. Furthermore, if this were to occur, you will remain liable for all amounts due up to the date of termination.

## Severability

In the event that any provision of these *Terms of Service* is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these *Terms of Service*, such determination shall not affect the validity and enforceability of any other remaining provisions.

## Contact Information

If you have any questions regarding our *Terms of Service*, please contact us at [info@lbfinancialgroup.com](mailto:info@lbfinancialgroup.com) or call us at 514-567-1579.

## GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time, granted it is permissible by law.

By agreeing to these *Terms of Service*, you affirm that you are at least 16 years of age. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction.

In addition to other prohibitions as set forth in the *Terms of Service*, you are prohibited from using the site or its content: (a) to solicit others to perform or participate in any unlawful acts; (b) to violate any international, federal, or provincial regulations, rules, laws, or local ordinances; (c) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (d) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (e) to submit false or misleading information; (f) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (g) to collect or track the personal information of others; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; and/or (j) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

## ACCURACY, COMPLETENESS & TIMELINESS OF INFORMATION

### Website

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decision(s). Please note that Latella & Bastone Financial Group undertakes no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law.

Any reliance on the material on this site is at your own risk. We reserve the right to modify the contents of this site at any time.

### Account & Billing

We reserve the right to refuse any order you place with us, granted it is permissible by law. We may, in our sole discretion, limit or cancel items purchased from customers. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or phone number provided at the time the order was made.

As part of our *Terms of Service*, you agree to provide current, complete and accurate purchase and account information for all purchases made with us. Moreover, if your billing and/or contact information changes, you agree to promptly update your account information. This may include but is not limited to changing your email addresses and credit card information.

We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

### User Comments, Feedback & Other Submissions

If, at our request, you send certain specific submission or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise, you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us.

If the prior scenario occurs, we are under no obligation:

1. 1) to maintain any comments in confidence
2. 2) to pay compensation for any comments
3. 3) to respond to any comments

We may also monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these *Terms of Service*.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website(s). You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## Personal Information

Your submission of "Personal Information" through the site and store is governed by our *Privacy Policy*, found on our website, [www.lbfinancialgroup.ca](http://www.lbfinancialgroup.ca)

## SERVICES RENDERED

Latella & Bastone Financial Group reserves the right at any time to modify or discontinue the Service without notice, given that it is permissible by law. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## Service- Limitation of Liability

Latella & Bastone Financial Group does not guarantee, represent or warrant that the Service will be uninterrupted, timely, secure or error-free. Similarly, we do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are provided 'as is' and

'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied.

In no case shall Latella & Bastone Financial Group, our employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, our liability shall be limited to the maximum extent permitted by law.

### **Modifications to Services**

Latella & Bastone Financial Group reserves the right, to limit the sales of our Services to any person, geographic region or jurisdiction, given that doing so is permissible by law. We may exercise this right on a case-by-case basis. Moreover, we reserve the right to limit the quantities of any products or services that we offer. Please note that descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us.

We do not warrant that the quality of any products, services, and/or information, purchased/obtained from us. If you are unsatisfied with the product and/or service that you have received from us, we may at our own discretion exchange or refund the item of concerned.

### **Optional Tools**

Latella & Bastone Financial Group may provide you with access to third-party tools over which we neither monitor or have any control nor input.

You acknowledge and agree that we provide access to such tools” as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

Latella & Bastone Financial Group may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these *Terms of Service*.

## THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. Latella & Bastone Financial Group is not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third- party materials or websites.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.