

Terms of Service – Startup Triangle Inc.

Effective Date: February 2, 2023

Last Updated: May 1, 2025

These Terms of Service (the “Terms”) constitute a legally binding agreement between you (“You”, “Your”) and **Startup Triangle Inc.** (“We”, “Us”, “Our”) regarding your use of our software platform and related services, including our Chrome extension (collectively, the “Service”). By accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms.

1. Definitions

- **"Service"** refers to the Startup Triangle Inc. AI-powered investment insights platform, including any associated applications, browser extensions, APIs, content, and services.
 - **"User"** or **"You"** means the individual or legal entity accessing or using the Service.
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2. Service Description

Startup Triangle Inc. offers an AI-driven platform that analyzes startups using historical and contextual data to generate unbiased reports and scorecards for investors. These tools assist with evaluating investment risks and potential returns but **do not replace independent due diligence**.

We reserve the right, at our sole discretion and without liability to you or any third party, to modify, suspend, or permanently discontinue the Service or any part of it at any time, for any reason, and without prior notice. This includes the right to remove or restrict access to certain features, content, or services, or to shut down the Service entirely. You acknowledge and agree that Startup Triangle Inc. shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

The information provided by the Service is for informational purposes only and should not be construed as investment advice. Users are solely responsible for conducting their own research and making their own investment decisions. The information provided is for informational purposes only and should not be construed as investment advice.

3. Accounts and Access

- **Account Creation:** You must provide accurate and complete information when creating an account.
- **Account Security:** You are responsible for maintaining the confidentiality of your login credentials.

- **User Conduct:** You agree not to:
 - Use the Service for any unlawful purpose;
 - Share your login credentials or bypass security measures;
 - Use bots, scrapers, or attempt reverse engineering;
 - Use the Service to train AI or ML models.
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4. Intellectual Property

- **Our Rights:** All content, software, technology, visual interfaces, graphics, design, compilation, information, data, products, services, and all other elements of the Service (collectively, the “Content”) are the property of Startup Triangle Inc. and are protected by Canadian and international copyright, trademark, trade secret, and other intellectual property laws. You agree not to reproduce, duplicate, copy, sell, resell, modify, or exploit any portion of the Service without our prior express written consent. All rights not expressly granted to you under these Terms are reserved by Startup Triangle Inc.
 - **Your Rights:** You retain ownership of any content or data you upload or submit through the Service. However, by doing so, you grant Startup Triangle Inc. a non-exclusive, royalty-free, worldwide, transferable, sublicensable license to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display, and distribute such content as necessary to provide and improve the Service.
 - **Restrictions:** You agree not to access the Service or content through any means other than the interface provided by Startup Triangle Inc. You also agree not to use the Service to infringe on the intellectual property rights of others or to violate any applicable law or regulation.
 - **Derived Data:** Startup Triangle Inc. retains full ownership of any anonymized, aggregated, or transformed data (“Resultant Data”) generated through the use of the Service. This includes analytical insights, benchmarks, reports, and performance metrics derived from user data, provided such data does not identify any individual user. We reserve the right to use such Resultant Data for business intelligence, service optimization, and commercial purposes.
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5. Data and Privacy

Our Data Privacy Policy, which forms an integral and legally binding part of these Terms, governs the collection, use, retention, and disclosure of personal and usage data related to your access and use of the Service. By using the Service, you expressly acknowledge and agree to all data practices outlined in the Privacy Policy, including how data is collected, shared, processed, and safeguarded. Any amendments to our Privacy Policy are automatically incorporated into these Terms upon publication and are binding as of their effective date.

Startup Triangle Inc. is committed to handling your data responsibly and in accordance with applicable privacy laws. We comply with relevant global privacy and data protection regulations, including but not limited to:

- The Personal Information Protection and Electronic Documents Act (PIPEDA) for users in Canada;
- The General Data Protection Regulation (GDPR) for users in the European Union;
- Any other applicable privacy laws based on your jurisdiction.

We do not knowingly collect or solicit personal information from individuals under the age of 16. If we learn that personal data has been collected from a child under 16 without verifiable parental consent, we will delete that information promptly.

To access or use certain features of the Service, you may be required to connect or log in using third-party accounts (e.g., Google, LinkedIn, Crunchbase, Y Combinator etc.). Your interactions with such third-party platforms are governed by their respective terms and privacy policies. Startup Triangle Inc. does not control and disclaims liability for how these platforms handle your information.

Depending on how you interact with the Service, Startup Triangle Inc. may act as a **Data Controller** (when we determine the purpose and means of data processing) or a **Data Processor** (when we process data on behalf of another entity). Our role may vary depending on the context and contractual obligations.

We reserve the right to retain, archive, or delete your data in accordance with our Privacy Policy and applicable data retention laws. Users are responsible for exporting or securing their data as needed prior to terminating the Service or their account.

6. Third-Party Services

The Service may include integrations with or access to third-party services, platforms, data sources, APIs, and tools (collectively, “Third-Party Services”), including but not limited to Google, LinkedIn, Crunchbase, Y Combinator, and others. These Third-Party Services are not owned or controlled by Startup Triangle Inc., and their availability and functionality are subject to the terms and conditions and privacy practices of their respective providers.

By using such integrations, you acknowledge and agree that:

- Your access and use of any Third-Party Services are entirely at your own risk.
- Startup Triangle Inc. does not guarantee the accuracy, availability, integrity, or security of any data provided by Third-Party Services.
- We are not responsible for any disruption, data loss, service degradation, security breach, or other issues arising from the performance, failure, or conduct of any Third-Party Services.

Startup Triangle Inc. disclaims all liability for any claims, damages, losses, or costs arising out of or related to your use of Third-Party Services, even if such services are integrated with or accessible through our platform. You agree that any dispute, issue, or complaint related to a Third-Party Service must be addressed directly with the third-party provider in accordance with their terms.

We reserve the right to disable or remove integrations with any Third-Party Services at any time without notice and without liability to you.

7. Payment, Billing & Refunds

- **Fees:** All fees for the Service are clearly listed on our product/website or through the platform and are subject to change at any time with reasonable notice. We reserve the right to adjust our pricing for existing and new users at our discretion. Continued use of the Service after a fee change constitutes acceptance of the updated pricing.
- **Billing and Payment:** By subscribing to the Service, you authorize Startup Triangle Inc. to charge the applicable fees to your designated payment method on a recurring basis, as indicated during the subscription process (e.g., monthly or annually). It is your responsibility to ensure that all billing information provided is accurate and up to date.
- **Renewals:** Subscriptions automatically renew at the end of each billing cycle unless you cancel your subscription in accordance with our cancellation policy. You are responsible for all charges incurred until cancellation is complete.
- **Late Payments:** If your payment is not received within 14 days of the due date, a late fee of 5% of the outstanding balance will be applied. Startup Triangle Inc. may also suspend or terminate your access to the Service until payment is received.
- **Chargebacks:** Initiating a chargeback without contacting our support team first may be considered a breach of these Terms. We reserve the right to contest chargebacks and recover associated costs.
- **Refunds:** Refunds are governed by our Refund Policy outlined below.

Refund Policy

Eligibility: Refunds are only available under the following conditions:

- You cancel your subscription within 7 days of initial sign-up or renewal.
- You experience a technical issue or service defect that renders the Service unusable and that we are unable to resolve within a reasonable time frame.

How to Request a Refund:

- You must submit your request in writing to info@startuptriangle.ca within 30 days of the charge you are disputing.
- Your request must include your account details, the reason for the request, and any relevant documentation.

Processing Time:

- If your refund request is approved, we will process the refund within 30 business days. Refunds will be issued to the original payment method only.

Limitations:

- Refunds apply only to subscription fees. One-time purchases, downloadable products, reports, or add-ons are strictly non-refundable.
- No partial or prorated refunds will be given for early cancellation after the 7-day refund period.
- Repeated refund requests or abuse of the refund policy may result in termination of your account.

Policy Updates:

- Startup Triangle Inc. reserves the right to modify or terminate this refund policy at any time. Your continued use of the Service following any such changes constitutes acceptance of the revised policy.

8. Service Availability and Disclaimer of Liability

Startup Triangle Inc. endeavors to provide a reliable and accessible platform; however, we make no guarantees regarding the uninterrupted availability or fault-free operation of the Service. The Service depends on third-party infrastructure providers, including but not limited to cloud hosting services such as Amazon Web Services (AWS), Google Cloud Platform (GCP), or Microsoft Azure.

By using the Service, you acknowledge and agree that:

- The availability and performance of the Service may be affected by external events beyond our control, including but not limited to failures, disruptions, or delays involving third-party cloud providers, internet service providers, hardware, software, or network infrastructure.
- Startup Triangle Inc. disclaims all responsibility for service interruptions or failures caused by maintenance, technical issues, cyberattacks, outages, or limitations of these external services.
- We are not liable for delays or failures resulting from events classified as force majeure, including but not limited to natural disasters, government actions, war, strikes, pandemics, or other unforeseeable circumstances beyond our reasonable control.
- We reserve the right to suspend or restrict access to the Service for planned maintenance or security upgrades, and we are not responsible for any resulting impact on your access or use.

You agree that your use of the Service is at your sole risk and that Startup Triangle Inc. shall not be liable to you or any third party for any damages, loss of data, loss of access, or inability to use the Service due to factors outside our reasonable control.

9. Termination

- **By You:** You may cancel your account and stop using the Service at any time through your account settings or by contacting our support team. Cancellation is effective at the end of your current billing cycle unless otherwise specified. You remain responsible for any outstanding fees and charges incurred prior to termination.
 - **By Us:** Startup Triangle Inc. reserves the right, at its sole discretion, to suspend, restrict, or terminate your access to the Service, in whole or in part, at any time and for any reason, with or without prior notice. Grounds for termination may include, but are not limited to: breach of these Terms, suspected fraudulent activity, abusive behavior, non-payment, legal compliance issues, or any activity that may harm the reputation or operations of Startup Triangle Inc.
 - **Post-Termination Consequences:** Upon termination, whether by you or by us:
 - All rights and licenses granted to you under these Terms will immediately cease.
 - Your access to the Service and any stored content or data may be permanently deleted without notice.
 - You are responsible for exporting your data prior to termination. Startup Triangle Inc. is under no obligation to retain or provide access to your data once your account is closed.
 - Any provisions of these Terms that by their nature should survive termination shall continue in full force and effect, including but not limited to intellectual property rights, indemnification, disclaimers, limitations of liability, and governing law.
 - **Right to Refuse or Revoke Access:** We reserve the right to deny access to the Service to any user, entity, or jurisdiction, at any time, for any or no reason, including violations of applicable laws or these Terms, without incurring any liability.
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10. Warranties and Disclaimers

The Service is provided strictly on an "as is," "as available," and "with all faults" basis. To the fullest extent permitted by law, Startup Triangle Inc. expressly disclaims all warranties and representations of any kind, whether express, implied, statutory, or otherwise, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, non-infringement, title, reliability, availability, accuracy, or completeness.

We make no warranty that:

- The Service will meet your specific requirements or expectations;

- The Service will be uninterrupted, timely, secure, or error-free;
- The results obtained from the use of the Service will be accurate, complete, or reliable;
- Any errors in the Service will be corrected.

Startup Triangle Inc. assumes no liability or responsibility for:

- Any unauthorized access to or use of our servers and/or any personal information stored therein;
- Any interruption or cessation of transmission to or from the Service;
- Any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Service by any third party;
- Any loss or damage incurred as a result of the use of any content, data, or output posted, emailed, transmitted, or otherwise made available through the Service.

Startup Triangle Inc. does not endorse, warrant, or guarantee the suitability, reliability, or quality of any third-party content, products, services, or tools that may be accessible through the Service.

You expressly acknowledge that use of the Service is at your sole risk and that the entire risk as to satisfactory quality, performance, and accuracy remains with you.

11. Limitation of Liability

To the maximum extent permitted by applicable law, Startup Triangle Inc., including its directors, officers, employees, affiliates, agents, contractors, licensors, or service providers, shall not be liable for any damages of any kind arising from the use of or inability to use the Service. This includes, without limitation, direct, indirect, incidental, consequential, punitive, or special damages, loss of profits, loss of data, business interruption, or any other commercial damages or losses, even if we were advised of the possibility of such damages.

You expressly agree that your use of the Service is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy, and effort remains with you. We disclaim any liability for interruptions, errors, defects, delays, or any performance issues caused by third-party services or unforeseen events.

In no event shall Startup Triangle Inc. be liable for any amount exceeding zero dollars (\$0), regardless of the basis of the claim or form of action.

12. Indemnification

You agree to indemnify, defend, and hold harmless Startup Triangle Inc., its affiliates, officers, directors, employees, agents, licensors, and service providers from and against any and all

claims, demands, damages, losses, liabilities, costs, expenses, or legal fees (including reasonable attorney's fees) arising out of or in connection with:

- Your access to or use of the Service;
- Your violation or breach of any provision of these Terms;
- Your violation of any third-party rights, including but not limited to intellectual property rights, privacy rights, or contractual rights;
- Any data or content uploaded, submitted, or transmitted through your account;
- Any unauthorized use of your account by a third party resulting from your failure to maintain the confidentiality and security of your login credentials.

Startup Triangle Inc. reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate fully with our defense of such claim.

13. Export and Compliance

You agree not to access, use, export, re-export, or distribute the Service in violation of any applicable laws or regulations, including but not limited to:

- Canadian export control laws and regulations;
- U.S. Export Administration Regulations (EAR);
- Any applicable sanctions programs administered by the Government of Canada, the United States, or any other relevant authority.

You further represent and warrant that you are not:

- Located in, or a resident of, a country or region that is subject to a government embargo or that has been designated by the Government of Canada or the U.S. government as a “terrorist supporting” country;
- Listed on any government list of prohibited or restricted parties, including the Consolidated Canadian Autonomous Sanctions List or the U.S. Treasury Department's list of Specially Designated Nationals (SDN).

You agree to comply strictly with all applicable export control laws and assume sole responsibility for obtaining any necessary licenses to export or re-export the Service or any related technology.

14. Governing Law & Dispute Resolution

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and

construed in accordance with the laws of the **Province of Ontario, Canada**, without regard to its conflict of law principles.

You agree that any legal action, dispute, or proceeding between you and Startup Triangle Inc. shall be submitted exclusively to **binding arbitration** administered under the rules of the **Arbitration Act, 1991 (Ontario)**. The arbitration shall take place in **Toronto, Ontario, Canada**, and shall be conducted in English.

Arbitration Procedure: Before initiating arbitration, you agree to provide written notice of the dispute to Startup Triangle Inc. and allow at least 30 days to attempt an informal resolution. If the dispute cannot be resolved informally, either party may initiate arbitration.

Costs: Each party shall bear its own legal costs and expenses. The fees of the arbitrator shall be split equally unless the arbitrator determines otherwise.

Finality: The decision of the arbitrator shall be final and binding on both parties and may be entered as a judgment in any court of competent jurisdiction.

Limitation Period: Any claim or cause of action you may have arising out of or related to these Terms or the Service must be filed within one (1) year after such claim or cause of action arose, or it shall be permanently barred.

Class Action Waiver: You agree to resolve disputes only on an individual basis. You may not bring a claim as a plaintiff or class member in a class, collective, consolidated, or representative action or arbitration. You expressly waive your right to participate in any form of class or class-wide arbitration.

15. General Terms

- **Severability:** If any provision of these Terms is found to be invalid, illegal, or unenforceable under applicable law, the remaining provisions shall remain in full force and effect. This ensures that the rest of the Terms continue to operate in a valid and enforceable manner that protects the interests of Startup Triangle Inc.
- **Entire Agreement:** These Terms, together with our Privacy Policy and any related documents explicitly referenced herein, constitute the complete and exclusive understanding and agreement between you and Startup Triangle Inc. regarding the Service. They override and supersede all prior or contemporaneous communications, whether oral or written, concerning the subject matter herein.
- **No Waiver:** No failure or delay by Startup Triangle Inc. in enforcing any provision of these Terms shall be construed as a waiver of our rights. Any waiver of a provision must be made in writing by an authorized representative of Startup Triangle Inc. to be legally valid.
- **Modifications:** We reserve the right to amend, update, or change these Terms at any time to reflect operational, legal, or regulatory changes. While we will make reasonable efforts to notify users of material changes, it remains your responsibility to review these Terms

periodically. Your continued use of the Service after changes become effective constitutes your agreement to the revised Terms.

16. Accessibility and Contact

Startup Triangle Inc. is committed to providing an inclusive and accessible experience for all users, including individuals with disabilities. We continue to evaluate ways to improve accessibility on our platform in alignment with applicable accessibility standards, including the Accessibility for Ontarians with Disabilities Act (AODA), but we do not currently provide alternative accessible versions of our legal documents.

If you experience any difficulty accessing any content, feature, or functionality on our platform, or if you require a reasonable accommodation, we encourage you to contact us. While we cannot guarantee a resolution, we will make reasonable efforts to address any issues or provide assistance in a timely and appropriate manner.

For all accessibility-related inquiries, feedback, or support requests, please contact us at:

Email: info@startuptriangle.ca

By accessing or using the Service, you represent and warrant that you have read, understood, and expressly agree to be bound by these Terms of Service, including all incorporated policies such as our Privacy Policy. If you do not agree to these Terms in their entirety, you must not access or use the Service.

Your use of the Service constitutes a legally binding agreement between you and Startup Triangle Inc. and indicates your continued acceptance of any future updates or modifications to these Terms. You acknowledge that you have had the opportunity to review these Terms and seek independent legal advice if necessary, and that your agreement is made knowingly and voluntarily.