

Terms and Conditions

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These Terms and Conditions ("Terms", "Terms and Conditions") govern your relationship with <https://eclipse3sixty.com/> website (the "Service") operated by Eclipse Creative Inc ("us", "we", or "our").

Please read these Terms and Conditions carefully before using the Service.

Your access to and use of the Service is based on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms and accept all legal consequences. If you do not agree to these terms and conditions, in whole or in part, please do not use the Service.

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We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach the Terms.

All provisions of the Terms shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability. Upon termination, your right to use the Service will immediately cease.

Indemnification

You agree to indemnify, defend and hold harmless Eclipse Creative Inc, its principals, officers, directors, representatives, employees, contractors, licensors, licensees, suppliers and agents, from and against any claims, losses, damages, losses, obligations, costs, actions or demands.

These include but are not limited to: (a) legal and accounting fees resulting from your use of the Service; (b) your breach of any of these Terms; and (c) anything you post on or upload to the Service.

Limitation Of Liability

Eclipse Creative Inc, its directors, employees, partners, agents, suppliers, or affiliates, shall not be liable for any loss or damage, direct or indirect, incidental, special, consequential or punitive damages, including without limitation, economic loss, loss or damage to electronic media or data, goodwill, or other intangible losses, resulting from (i) your access to or use of the Service; (ii) your inability to access or use the Service; (iii) any conduct or content of any third-party on or related to the Service; (iv) any content obtained from or through the Service; and (v) the unauthorized access to, use of or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other claim in law, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.



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Eclipse Creative Inc makes no guarantees, representations or warranties of any kind as regards the website and associated technology. Any purportedly applicable warranties, terms and conditions are excluded, to the fullest extent permitted by law. Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance, except as provided for under the laws of any province in Canada. In such cases, the provincial law shall apply to the extent necessary.

Eclipse Creative Inc its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

If you breach any of these Terms and Eclipse Creative Inc chooses not to immediately act, or chooses not to act at all, Eclipse Creative Inc will still be entitled to all rights and remedies at any later date, or in any other situation, where you breach these Terms. Eclipse Creative Inc does not waive any of its rights. Eclipse Creative Inc shall not be responsible for any purported breach of these Terms caused by circumstances beyond its control. A person who is not a party to these Terms shall have no rights of enforcement.

You may not assign, sub-license or otherwise transfer any of your rights under these Terms.

Exclusions

As set out, above, some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you. Provincial laws of Canada may apply to certain products and service provided.

Governing Law

These Terms shall be governed by, and interpreted and enforced in accordance with, the laws in the Province of British Columbia and the laws of Canada, as applicable.



If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, then any remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements, oral or otherwise, regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms, please contact us.