

# LOONGLADE

## WEBSITE TERMS OF USE

These terms govern your use of loonglade.com. By visiting or browsing this website you agree to the following conditions. Governed by the laws of British Columbia, Canada.

<b>EFFECTIVE DATE</b>	01 JANUARY 2026
<b>WEBSITE</b>	loonglade.com
<b>OPERATOR</b>	LOONGLADE
<b>JURISDICTION</b>	BRITISH COLUMBIA, CANADA
<b>GOVERNING LAW</b>	LAWS OF BRITISH COLUMBIA & CANADA
<b>PRIVACY LAW</b>	PIPEDA (FEDERAL) + BC PIPA
<b>ANTI-SPAM</b>	CASL (S.C. 2010, c. 23)
<b>CONTACT</b>	hello@loonglade.com

*This document does not constitute legal advice. If you operate from a province other than British Columbia, replace all provincial references accordingly and review the privacy section with a qualified Canadian lawyer.*

## // 01 — ACCEPTANCE OF TERMS

### 1.1 AGREEMENT TO TERMS

By accessing or using the LOONGLADE website at loonglade.com (the Site), you confirm that you have read, understood, and agree to be bound by these Website Terms of Use. If you do not agree, please do not use the Site.

### 1.2 CHANGES TO TERMS

LOONGLADE reserves the right to update or modify these Terms at any time without prior notice. Changes will be reflected on this page with an updated effective date. Your continued use of the Site after changes are posted constitutes your acceptance of the revised Terms.

### 1.3 ELIGIBILITY

By using this Site, you represent that you are at least 19 years of age — the age of majority in British Columbia — or are accessing the Site under the supervision of a parent or legal guardian who agrees to these Terms on your behalf.

## // 02 — INTELLECTUAL PROPERTY

### 2.1 OWNERSHIP

All content on this Site — including but not limited to text, graphics, logos, portfolio images, case studies, design work, animations, audio, and code — is the property of LOONGLADE or its respective clients and is protected under the Copyright Act (R.S.C., 1985, c. C-42) and other applicable Canadian intellectual property laws.

### 2.2 PERMITTED USE

You may view and browse the Site for personal, non-commercial purposes only. You may share links to the Site freely. No other use is permitted without LOONGLADE's express written consent.

### **2.3 PROHIBITED USE**

You may not copy, reproduce, republish, upload, post, transmit, distribute, modify, adapt, publicly display, or create derivative works from any content on this Site without prior written permission from LOONGLADE. This includes screenshotting portfolio work for reuse, repurposing design assets, or using LOONGLADE's branding in any context that implies affiliation or endorsement.

### **2.4 NO SCRAPING OR AUTOMATED EXTRACTION**

You may not use automated tools, bots, scrapers, crawlers, or similar technologies to extract, harvest, or copy content from this Site for any purpose — including training artificial intelligence or machine learning models. Such use may constitute copyright infringement and a violation of applicable Canadian law.

### **2.5 COPYRIGHT NOTICE AND NOTICE REGIME**

Canada operates a notice-and-notice regime under the Copyright Act. If you believe any content on this Site infringes your copyright, contact [hello@loonglade.com](mailto:hello@loonglade.com) with a description of the work, the URL of the allegedly infringing material, and your contact information. LOONGLADE will respond promptly.

## **// 03 — ACCEPTABLE USE**

### **3.1 LAWFUL USE ONLY**

You agree to use this Site only for lawful purposes and in a manner consistent with all applicable federal and provincial laws, including but not limited to the Criminal Code of Canada, the Canadian Anti-Spam Legislation (CASL), and the Copyright Act.

### **3.2 PROHIBITED CONDUCT**

You must not: (a) transmit unsolicited commercial electronic messages in violation of CASL; (b) attempt to gain unauthorised access to any part of the Site or its underlying systems, which may constitute a criminal offence under the Criminal Code of Canada; (c) introduce viruses, malware, or other harmful code; (d) impersonate LOONGLADE or any of its personnel; or (e) use the Site in any way that could damage, overburden, or impair its performance.

### **3.3 CONTACT FORM USE**

Any information submitted through the Site's contact or inquiry features must be truthful and not misleading. LOONGLADE reserves the right to decline or disregard any submission at its sole discretion.

## **// 04 — PORTFOLIO & CLIENT WORK**

### **4.1 DISPLAYED WORK**

Work shown in the portfolio section of this Site was created by LOONGLADE in collaboration with its clients. Intellectual property in final deliverables belongs to the respective clients under their individual written agreements with LOONGLADE. Work is displayed with permission for promotional purposes only.

### **4.2 NO IMPLIED AVAILABILITY**

The display of client work on this Site does not imply that the same or similar work is available for reproduction or purchase. All projects are bespoke and completed under individual agreements.

## **// 05 — PRIVACY & PERSONAL INFORMATION**

### **5.1 APPLICABLE PRIVACY LAW**

LOONGLADE is committed to protecting personal information in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA, S.C. 2000, c. 5) at the federal level, and British Columbia's Personal Information Protection Act (PIPA, S.B.C. 2003, c. 63), which has been recognised by the federal government as substantially similar legislation.

## 5.2 WHAT WE COLLECT

Passive browsing of this Site does not require you to provide personal information. LOONGLADE may collect basic, non-identifiable usage data — such as page views, device type, and general geographic region — via third-party analytics tools. Personally identifiable information such as your name and email address is collected only when you voluntarily submit it through the Site's contact features.

## 5.3 PURPOSE OF COLLECTION AND CONSENT

Personal information submitted through the Site is collected solely for the purpose of responding to your inquiry or project brief. LOONGLADE collects only the minimum information necessary for that purpose and will not use it for unsolicited marketing nor share, sell, or disclose it to third parties without your express consent, except as required by law.

## 5.4 YOUR RIGHTS

Under PIPEDA and BC PIPA you have the right to: (a) request access to any personal information LOONGLADE holds about you; (b) request correction of inaccurate information; and (c) withdraw consent to collection or use at any time, subject to legal or contractual restrictions. Submit requests to [hello@loonglade.com](mailto:hello@loonglade.com). LOONGLADE will respond within 30 days as required by law.

## 5.5 RETENTION

Personal information is retained only as long as necessary to fulfil the purpose for which it was collected, or as required by applicable law. Contact submissions that do not result in a project engagement are deleted within 12 months.

## 5.6 THIRD-PARTY PROCESSORS

This Site may use third-party service providers — such as analytics platforms or hosting providers — that process data on LOONGLADE's behalf. LOONGLADE remains accountable for personal information transferred to third-party processors and selects providers for their compliance with applicable privacy standards.

# // 06 — COOKIES & ELECTRONIC COMMUNICATIONS

## 6.1 COOKIES

This Site may use cookies or similar tracking technologies to improve functionality and measure performance. By continuing to use the Site, you consent to their use. You may disable cookies in your browser settings, though this may affect some Site functionality.

## 6.2 CASL COMPLIANCE

LOONGLADE complies with Canada's Anti-Spam Legislation (CASL, S.C. 2010, c. 23). LOONGLADE will not send commercial electronic messages without your express or implied consent as defined under CASL. Submitting an inquiry through the Site provides implied consent for LOONGLADE to respond to that specific inquiry only. No marketing communications will be sent without separate, explicit consent.

## 6.3 UNSUBSCRIBE

If you receive any electronic communication from LOONGLADE and wish to withdraw consent, contact [hello@loonglade.com](mailto:hello@loonglade.com) at any time. LOONGLADE will process all unsubscribe requests within 10 business days, as required by CASL.

# // 07 — DISCLAIMERS

## 7.1 NO WARRANTY

This Site is provided on an as-is and as-available basis. LOONGLADE makes no representations or warranties of any kind, express or implied, regarding the accuracy, completeness, reliability, or availability of the Site or its content.

## 7.2 AVAILABILITY

LOONGLADE does not guarantee that the Site will be available at all times or free from errors. The Site may be suspended, withdrawn, or amended without notice.

## 7.3 EXTERNAL LINKS

The Site may contain links to third-party websites. These are provided for convenience only. LOONGLADE has no control over and accepts no responsibility for the content, privacy practices, or availability of any linked third-party sites.

# // 08 — LIMITATION OF LIABILITY

## 8.1 CAP ON LIABILITY

To the fullest extent permitted by applicable Canadian law, LOONGLADE shall not be liable for any direct, indirect, incidental, consequential, or special damages arising from your use of, or inability to use, this Site or its content. Nothing in these Terms limits liability that cannot be excluded under applicable law, including any rights you may have under provincial consumer protection legislation.

## 8.2 INDEMNIFICATION

You agree to indemnify and hold LOONGLADE harmless from any claim, loss, damage, or expense (including reasonable legal fees) arising from your breach of these Terms or your misuse of the Site.

# // 09 — GOVERNING LAW & DISPUTE RESOLUTION

## 9.1 GOVERNING LAW

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

## 9.2 JURISDICTION

Any dispute arising out of or in connection with your use of this Site shall be subject to the exclusive jurisdiction of the courts of British Columbia. If you are located in another province or territory, mandatory local consumer protection laws may also apply and are not displaced by this clause.

## 9.3 SEVERABILITY

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

# // 10 — CONTACT

## 10.1 QUESTIONS AND REQUESTS

If you have any questions about these Terms, wish to exercise your privacy rights, report a copyright concern, or request permission to use any content from this Site, please contact LOONGLADE at [hello@loonglade.com](mailto:hello@loonglade.com). We respond within one business day.

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These Terms of Use apply to all visitors of [loonglade.com](https://loonglade.com). Last updated: 01 January 2026. No signature required — use of the Site constitutes acceptance.