

TIA Studio - Terms of Use

1. Overview

- 1.1 TIA Studio, a proprietary application created by The Interactive Abode (the "Software"), is a digital platform that enables users (the "User") to plan and design projects; collaborate with third-party suppliers ("Suppliers"); access, use, and purchase materials, products, and other content provided by TIA Studio or Suppliers ("Supplier Data"); and create detailed blueprints and project documentation ("Projects"). TIA Studio is authorized to display, promote and advertise Supplier Data on the Software.
- 1.2 You may also upload your own images, drawings, files, specifications, or other project-related materials ("User Content"). You retain ownership of your User Content and are solely responsible for ensuring its accuracy and legality.
- 1.3 The Software is provided through the TIA Studio website and any additional interfaces or tools we may introduce. Your use of the Software is governed by these TIA Studio Terms of Use ("Terms") and our Privacy Policy which can be found at <https://www.theinteractiveabode.com/privacy-policy>
- 1.4 These Terms are only applicable to Users who use the Software for various Projects through a monthly subscription with payments received by a third (3rd) party payment platform (further described herein).
- 1.5 To use the Software, you must create an account with accurate and complete information, including your legal name and a valid email address. You must be at least 18 years old (or the age of majority in your jurisdiction) and, if acting on behalf of an organization, have authority to bind that entity.
- 1.6 By accessing or using the Software, you represent and warrant that you have the full right, power, and authority to enter into, comply with and be bound by these Terms.

2. User Responsibilities

- 2.1 TIA Studio is not responsible for any obligations, verifications, or due diligence tasks under these Terms relating to the User, or its customers, or purchasers, employees, consultants, contractors and agents (i) who are (a) over the age of 18 years and (b) authorized by the User to access and use the Software under the rights granted pursuant to these Terms and (ii) for whom access to the Software has been purchased hereunder (collectively, the "Authorized User"), User Data, Supplier, Supplier Data and any automated or suggested output generated by the Software.
- 2.2 By using the Software, you acknowledge and agree that you are solely responsible for confirming the accuracy, completeness, and suitability of all content, data, designs, decisions, and specifications in your Projects. This includes, but is not limited to, the following:
 - a. **Content verification:** You are solely responsible for ensuring the accuracy of all User Data and Supplier Data used in your Projects, including product selections,

measurements, specifications, quantities, dimensions, finishes, and other project details.

- b. **Suitability and Compliance:** You are solely responsible for confirming that all Supplier Data and project decisions are appropriate for their intended use and comply with all applicable codes, installation requirements, regulations, health and safety standards, and any local, national, or international laws, including building and zoning requirements.
- c. **Accuracy of Data:** You are solely responsible for all data you input into TIA Studio, including product information, pricing, quantities, specifications, and any reliance on automated tools, calculations, or suggestions. You must independently verify all such data before purchasing orders or making design decisions.
- d. **Third-Party Interactions:** You are solely responsible for how any Projects, data, or content are shared with or interpreted by third parties. TIA Studio is not liable for any use, misuse, misunderstanding, or reliance on your Projects by external parties, including but not limited to contractors, suppliers, clients, or regulatory authorities.
- e. **Design & Project Management:** TIA Studio does not replace professional expertise or due diligence. You must exercise independent professional judgment for all design and project decisions, and you are responsible for managing implementation, verifying execution, ensuring quality control, and complying with all relevant project requirements.
- f. **Software and Platform Limitations:** While TIA Studio aims to provide accurate tools, it is not responsible for any software errors, bugs, glitches, system issues, or resulting inaccuracies in calculations, outputs, measurements, pricing, or other data. You are responsible for reviewing and confirming all platform-generated information.
- g. **Internet & Electronic Communications:** TIA Studio is not liable for delays, interruptions, outages, or failures arising from the use of the internet, electronic communications, or any systems outside TIA Studio's reasonable control.
- h. **Data and System Security:** You are responsible for safeguarding your data. TIA Studio does not guarantee protection against data loss, alteration, interception, or unauthorized access and is not liable for issues involving data transmitted or stored through third-party networks.
- i. **Interactions with Suppliers:** TIA Studio is not responsible for matters related to Suppliers, including pricing, product availability, changes to Supplier Content, shipping, fulfillment, or the performance of Suppliers' products or services.

3. Intellectual Property

2.3 “**Intellectual Property**” includes all patentable and unpatentable inventions, methods, processes, ideas, concepts, techniques, designs and data, all literary, artistic, dramatic and musical works (including computer software programs), all trade secrets, know-how and show-how, and all trademarks, trade names, business names, design marks, logos, domain names, website URLs and email addresses.

2.4 "Intellectual Property Rights" means all worldwide patent, copyright, trade-mark, industrial design, trade secret, and other industrial and intellectual property rights recognized under legislation, common law or otherwise, whether registered or unregistered, including all registrations and applications for registration in respect thereof.

4. Title

2.5 TIA Studio will retain all right, title, and interest, including all Intellectual Property and all Intellectual Property Rights in the Software and all bugs, fixes, error corrections, updates, upgrades, modifications, new versions, new functions, new features enhancements and other improvements ("**Improvements**") thereto, whether or not developed by, at the request of, or in conjunction with the User. TIA Studio reserves all rights not expressly granted herein. Only TIA Studio will have the right to make Improvements to the Software.

2.6 TIA Studio acknowledges that, as between TIA Studio and the User, the User owns all right, title, and interest, including all Intellectual Property Rights, in and to the User Data. The User hereby grants to TIA Studio:

- a. Internal Licence Use: a non-exclusive, royalty-free, worldwide licence to reproduce, distribute, and otherwise use and display the User Data among all TIA Studio's officers, directors, employees, agents, third-party entities (including contractors or subcontractors), successors and assigns; to perform all acts with respect to the User Data as may be necessary for TIA Studio to provide the Software to the User and its Authorized Users; and
- b. External Licence Use: a non-exclusive, unlimited, perpetual, irrevocable, royalty-free, worldwide transferable licence to reproduce, distribute, modify, transmit, outsource, publish, market and otherwise use and display the User Content incorporated within the data and information related to the User and its Authorized Users' use of the Software that is used by TIA Studio in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Software ("**Aggregated Statistics**") inclusive of renderings.

For greater clarity of the foregoing, TIA Studio will not be subject to any obligations of confidentiality regarding this entire Section 4.2 which will survive the performance, expiration or termination of these Terms, notwithstanding anything herein contained to the contrary. In the event of any contradiction between this entire Section 4.2 or any prior agreements or subsequent agreements, this entire Section 4.2 will prevail.

2.7 The User shall not and will not authorize or assist any third party to do any act, or fail to do any act, which would challenge, jeopardize, invalidate or be inconsistent with any Intellectual Property Rights of TIA Studio in the Software.

5. Warranties

2.8 TIA Studio warrants only that the Software (without the User Content) will not knowingly infringe the Intellectual Property Rights of third parties and will otherwise comply with all applicable laws. The User will not provide any additional or modified warranties, representations or conditions with respect to the Software to any individual, corporation, partnership, unlimited liability company, governmental authority, unincorporated

organization, trust, association, or any other entity (“Person”). The User’s sole remedy and TIA Studio’s sole liability for any breach of the express warranty in this Section 5.1 will be, at TIA Studio’s sole option, to promptly replace or remedy the Software so that it is in compliance with the above warranty or to refund to the User any monies actually paid by the User to TIA Studio hereunder for the Software that are not in compliance with such warranty, such amount not to exceed the sum of ONE THOUSAND (\$1,000.00) DOLLARS.

2.9 TIA Studio (a) makes no warranties except for those set out in Section 5.1; and (b) disclaims all other warranties and conditions, whether express, implied, statutory or otherwise, relating to the Software, the Improvements and any services provided hereunder, including but not limited to implied warranties and conditions of merchantability, durability, fitness for a particular purpose, and free and clear title.

6. Disclaimer

2.10 TIA Studio makes no representation, warranty or guarantee that the Software: (a) is or will be reliable, suitable, available, accurate or complete; (b) will operate uninterrupted or error-free, or that it is appropriate for the User’s or Authorized User’s needs; (c) is or will be secure, uninterrupted, error-free or operate properly or seamlessly with an Authorized User’s computer or other systems, software and/or User Content. TIA Studio has no obligation whatsoever to correct any errors or defects in the Software unless as specifically provided for in these Terms.

2.11 TIA Studio will use reasonable endeavours to ensure that the Software is made available to Authorized Users at all reasonable times; however, the Software is provided on an “as is” basis and TIA Studio will not have any liability to the User or any Authorized Users for the failure to use the Software on any specific platform device. Performance and use of the Software may vary from computer to computer, and device to device, and may be affected by a variety of factors, such as the location of the Authorized User, the availability or bandwidth available through and/or speed of the Internet connection used.

7. Indemnity

Subject only to Section 8.2 herein, the User hereby agrees to indemnify and hold harmless TIA Studio, and its officers, directors, employees, agents, successors and assigns from and against all claims, damages, losses, liabilities (whether accrued, actual, contingent or otherwise), demands, suits, judgements, causes of action, legal proceedings, penalties or other sanctions, or costs or expenses of whatever kind, including legal fees (“**Claims**”) arising out of or resulting from: (a) TIA Studio’s reliance on and use of the User Content in accordance with the Terms; (b) the User’s or the User’s customers’ reliance on and use of the Software; and (c) the User’s breach of any representation, warranty or obligation of the User’s in the Terms. Notwithstanding the foregoing, TIA Studio shall not be entitled to indemnification or release hereunder to the extent that any such Claim arises as a result of the fraud, bad faith, willful misfeasance or gross negligence on the part of TIA Studio or any of its respective officers, directors, agents, shareholders, partners or employees. This Section 7 will survive the performance, expiration or termination of these Terms.

8. Limitation of Liability

- 2.12** In no event shall TIA Studio be held liable to the User or to any third party for any Claims arising out of or in connection with (a) the User's or the User's customers' reliance on and use of the Software; or (b) any act or omission on the part of TIA Studio.
- 2.13** Neither party will be liable to the other for any indirect, special, punitive, incidental or consequential damages or damages for pure economic loss, including damages for loss of business, revenue or profit, loss of data, failure to realize anticipated savings or claims of third parties even if either party is advised of the possibility of such damages.
- 2.14** TIA Studio's total aggregate liability to the User in respect of the Software or any other services provided hereunder or otherwise in respect of these Terms will not exceed the amount stated in section 5.1, regardless of the cause of action, including breach of contract (including fundamental breach), tort (including negligence), infringement, strict liability or other legal theory. This Section 8 will survive the performance, expiration or termination of these Terms.

9. Payment, Payment Platform and Cancellation

- 2.15** You acknowledge and agree that all payments are processed through a third (3rd) party service provider (currently "Stripe"), as may be amended, amalgamated, replaced, or substituted therein, and will be subject to all terms, conditions, and agreements therein. For greater clarity of the foregoing, Stripe's current terms, conditions and agreements can be found at <https://stripe.com/en-ca/legal>.
- 2.16** You acknowledge that the aforementioned link is valid as of January 2026, and it is your sole responsibility to review any updates, revisions or changes by visiting Stripe's online platform and keeping apprised of their terms, conditions and agreements.
- 2.17** In the event of any contradiction between Stripe's terms, conditions and agreements and these Terms, the provisions of these Terms governing payments shall prevail.
- 2.18** By completing a credit card transaction, you consent to allow us to apply a processing fee of 2.0% of all merchant fees charged back to the User at the sole and unfettered discretion of Tia Studio. If the same credit card is used for more than one profile, the processing fee will be applied separately to each profile.
- 2.19** You acknowledge that your subscription will automatically renew each billing cycle on a monthly basis. By subscribing, you authorize Tia Studio and its third (3rd) party service provider to automatically charge your payment method on a recurring basis until you cancel. You may cancel your subscription at any time, subject to section 9.6 below.
- 2.20** You can stop using the Software and/or cancel your subscription at any time through your account settings. If you cancel your subscription, your subscription will be cancelled at the end of your then-current billing cycle.
- 2.21** TIA Studio may change subscription fees from time to time. For existing subscriptions, changes will take effect at the start of your next billing cycle, with reasonable advance notice provided to the email address associated with your account. Your continued use of the Software after the effective date of change constitutes acceptance. You may cancel your subscription before the changes take effect.

10. AI Products

TIA Studio offers AI-powered features (“AI Products”) provided by third-party service providers, such as ChatGPT or Gemini (“AI Providers”), that you may use in accordance with these Terms. You agree and acknowledge that any User Content you input into AI Products may be shared with AI Providers. You remain responsible for ensuring the accuracy, legality and compliance with these Terms of all User Content you input into AI Products and for any resulting generated output (“AI Material”). You understand that AI Material may not be unique, and you may use AI Material for lawful purposes at your own risk. TIA Studio is not liable for any reliance on AI Material and TIA Studio makes no warranties as to the accuracy, completeness, or suitability of AI Material. Availability, usage limits, and functionality of AI Products may vary by account, country, or language.

11. General

- 11.1** The clauses, paragraphs and sentences contained in these Terms are intended to be read and construed independently of each other. If any term, covenant, or condition of these Terms is held by a court of competent jurisdiction to be invalid, void or unenforceable, you agree that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of these Terms will in no way be affected, impaired or invalidated as a result.
- 11.2** TIA Studio may update these Terms at any time. The most current version will be posted on the TIA Studio website. If we make changes that materially affect your rights, we will provide reasonable advance notice by email or through the Software. Your continued use of the Software after revised Terms take effect constitutes acceptance of the updated Terms.
- 11.3** TIA Studio may introduce new features, modify existing features, impose usage limits, or discontinue the Software at its discretion.
- 11.4** These Terms will be governed, interpreted or construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, excluding its conflict of laws rules. All parties expressly exclude the United Nations Convention of Contracts for the International Sale of Goods, and the International Sale of Goods Act (Ontario) as amended, replaced or re-enacted from time to time. All disputes and controversies arising out of, or in any manner relating to these Terms which the parties do not resolve in good faith within 60 (sixty) calendar days after either of the parties notifies the other in writing of its desire to discuss such dispute or controversy, will be submitted to a Court of competent jurisdiction in the Province of Ontario, Canada and the parties irrevocably submit to the exclusive jurisdiction of such Courts in the event of any proceeding arising hereunder.