

Terms of Service

Effective date: September 27, 2025

Introduction

This Terms of Service Agreement ("Agreement") is entered into by and between family.one Inc. ("family.one" or "We"), a corporation incorporated under the laws of the Canada Business Corporations Act, and the individual identified as the User ("User").

Definitions

Definitions are outlined in family.one Network's Legal and Engagement Definitions.

Acceptance of Terms

By accessing or Using the App, you agree to be bound by these Terms of Service ("Terms"). These Terms govern your access and use of the App including but not limited to any Points of Engagement, content, functionality, and services offered on or through them.

User Accounts

Users can use the App without creating an account, but their access will be limited to basic services such as navigation. To enter Giveaways, or participate in actions requiring data storage, Users must create an account. By creating an account, Users agree to provide accurate, current, and complete information and to update such information as needed.

Privacy and Data Protection

All users of the App, including Users, agree to the terms outlined in our Privacy Policy, which governs the collection, use, and sharing of personal data. The Privacy Policy is available [here](#).

Users are responsible for ensuring their use of the App complies with all applicable privacy laws and regulations.

family.one is responsible for managing all user data collection, storage, protection, and transfer in compliance with applicable privacy laws.

In the event of a data breach, family.one will investigate the incident and take any steps required by Local Law, including fulfilling any reporting or notification obligations applicable under relevant data protection regulations.

Where relevant and in accordance with the jurisdiction from which a User accesses the App, family.one will comply with all applicable Local Laws. The nature and extent of compliance will be determined by the specific Point of Engagement, the applicable Local Laws, the Parties' jurisdictions, and, where applicable, its associated Third Party—each to the extent reasonably appropriate under the circumstances.

Responsibilities of the Parties

Users are responsible for the accuracy of the information they provide within the App and for adhering to these Terms of Service.

family.one is responsible for maintaining the functionality and security of the App, ensuring that Users can access and Use the App as intended. family.one will manage all user data in compliance with applicable privacy laws.

Services and Fees

There are no direct fees for Users to access and Use the basic features of the App. Participation in certain Points of Engagement is included without additional cost.

Intellectual Property and Licensing

All content and materials within the App, including but not limited to text, graphics, logos, and software, are the property of family.one Inc. or its licensors and are protected by applicable intellectual property laws. Users are granted a non-exclusive, non-transferable license to use the App for personal, non-commercial purposes.

Limitation of Liability

Disclaimer of Warranties: The App is provided on an "as-is" and "as-available" basis. family.one Inc. makes no representations or warranties of any kind, express or implied, as to the operation of the App or the information, content, materials, or products included on the App. To the fullest extent permissible by applicable law, family.one Inc. disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

family.one Inc. will not be liable for any damages of any kind arising from the use of the App, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages.

The aggregate liability of family.one Inc. to the User shall not exceed the amount of any direct damages actually incurred by the User in connection with their use of the App, whether such liability arises from contract, tort, or otherwise.

Neither party shall be liable for any indirect, incidental, special, or punitive damages, including loss of use, revenue, profit, or data, whether the claim arises before, during, or after Usage.

This limitation of liability does not apply to instances of gross negligence, willful misconduct, or breaches of applicable privacy legislation.

You agree to indemnify, defend, and hold harmless family.one Inc. and its affiliates, officers, agents, and employees from and against all third-party claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or in any way connected with your breach of these Terms, your use of the App, or your violation of any applicable law or regulation.

Notice-and-Takedown Procedure (DMCA/Copyright)

If you believe content available on the App infringes your intellectual property rights, please send a written notice to our designated agent at privacy@family.one with the following information:

- identification of the copyrighted work claimed to be infringed;
- a description of the infringing content;
- your contact information;
- a statement of your good-faith belief that the use is not authorized; and
- an affirmative statement, under penalty of perjury, that you are the owner or authorized to act on the owner's behalf.

We will respond to valid infringement notices in accordance with applicable law.

Force Majeure

family.one Inc. shall not be liable for any failure or delay in performing its obligations where such failure or delay results from any cause beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, cyberattacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

Auto-Generated Content

Certain content displayed on the App, including but not limited to Third Party profiles, Point of Engagement details, and promotional information, may be auto-generated by the App. This content may include logos and descriptions about Third Parties that have not been manually reviewed or approved by the Third Party. The App provides this information for informational purposes only and it should not be considered an endorsement or verification by the Third Party.

Data Protection

All information provided by Users will be handled in accordance with the App's Privacy Policy.

The Transfer of Rights, Expansion, and family.one Network

By using the App, Users acknowledge and agree that family.one Inc. reserves the right to transfer, assign, or delegate its rights and obligations under this Agreement in whole or in part to any third party, including in the event of a merger, acquisition, sale of assets, or the creation of a separate entity to operate the App or related services. In the event of such a transfer, assignment, or delegation, Users' accounts along with all associated data may be transferred to the new entity. The User's continued use of the app following such a transfer will constitute their acceptance of the new Terms of Service, if any, that may apply under the new ownership or structure.

By creating an account or using an existing family.one Network account with the App, you acknowledge that your account and associated data form part of the overarching family.one Network ("Member Properties"). This integration enables you to access multiple Member Properties without creating a separate account for each. If you choose to close your account on any individual Member Property, that closure severs your access to that specific Member Property but does not terminate your account across the family.one Network. Your account and data remain active for other Member Properties unless and until you close your account on all properties. This integrated approach is intended to enhance user experience across the family.one Network by simplifying access and preserving relevant data for any remaining services you continue to use. All data handling is subject to the applicable Terms of Service and Privacy Policies governing each Member Property, as may be updated from time to time.

Advertising and Promotions

family.one may display or deliver advertisements and promotional content ("Promotions") via multiple channels, including but not limited to in-app notifications, push notifications, email, SMS, social media, or paid ads on external platforms. These Promotions may be based on information described in our Privacy Policy, such as your interaction data, profile details, or stated interests.

In certain cases, family.one may display or deliver Promotions on behalf of Third Parties. This may occur where:

- You have provided explicit consent for a specific Third Party to contact you; or
- We use aggregated or anonymized data to identify audiences likely to be interested in the Third Party's offerings (similar to how social media platforms build custom audiences).

If you have consented to share your data with a specific Third Party, you must also manage your communication preferences directly with that Third Party if you no longer wish to receive their messages.

You can manage or opt out of certain forms of targeted advertising or promotional messaging by adjusting your notifications and communication preferences in your User profile. If you opt out on one Member Property, this may not automatically opt you out across all Member Properties within the family.one Network. Please see our Privacy Policy for more details on how to manage cross-property preferences.

Because the family.one Network uses a unified account system, we may tailor or deliver Promotions for other properties within the Network based on your activities, interests, or interactions on the App. We strive to make these cross-promotions relevant and valuable. For more information on how we handle cross-property data usage, see our Privacy Policy. Note: Your account and data may also be used to display relevant promotions on other Member Properties, as detailed in the 'Advertising and Promotions' section and our Privacy Policy.

family.one is not responsible for the content, offers, or representations made in Third-Party advertisements, and any dealings between you and a Third Party are solely between you and such Third Party.

Choice of Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Except where prohibited by law, you waive any right to participate in class or consolidated action with or related to ShowTrail.app and agree to resolve any disputes arising under this Agreement through arbitration in accordance with the ADR Chambers Expedited Arbitration Rules, with the arbitration held in North York, Ontario, Canada, and conducted via Online Dispute Resolution (ODR).

How to Contact Us

If you need further assistance, you can contact us online or by mail at:

family.one Inc.
6D-7398 Yonge St Unit 656
Thornhill, ON L4J 8J2
Canada

Acknowledgment and Changes to Terms

By using the App, you acknowledge that you have read and understood these Terms and agree to be bound by them. Continued use of the App after any changes to these Terms constitutes your acceptance of the new Terms. family.one reserves the right to modify or revise these Terms at any time. We will notify users of any significant changes to these Terms by posting the new Terms on our website or through the App.