

Website Legal Terms and Conditions (“Terms and Conditions”)

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR USE OF THIS WEBSITE AND YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. BY ACCESSING OR USING THIS WEBSITE, YOU SIGNIFY THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS

General

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This website is provided "as is" and is accessed and used by you at your own risk. Although reasonable efforts are used to ensure that the website is current and contains no errors or inaccuracies, AHRC makes no representations, warranties or guarantees that the information, content or materials included in this website will be error-free or completely accurate or current at all times, or at any time.

AHRC controls this website from its offices within Saskatchewan, Canada. You agree that (a) all matters relating to access to, use of, or purchases through this website will be governed by the laws of Saskatchewan and the federal laws of Canada applicable to Saskatchewan; the courts of Saskatchewan have jurisdiction; (c) the *United Nations Convention on Contracts for the International Sale of Goods* will not apply; and (d) you are responsible for complying with all local laws.

These Terms and Conditions, including (a) the *Online Shopping Terms and Conditions* (below), (b) *Acceptable Use Policy* (below) and (c) the *AHRC Privacy Policy*, constitute the entire agreement between AHRC and you pertaining to the use of this website.

AHRC may modify these Terms and Conditions from time to time, for any reason, by posting revised Terms and Conditions on this website. Please review these Terms and Conditions from time to time so you will be apprised of any changes. If you continue to use this website after the revised Terms and conditions have been posted, you will be deemed to have agreed to them.

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Exclusion of Liability

Your use of (or inability to use) this website and the Content is at your own risk. You agree that your sole remedy in the event of any problem with your use is to cease using this website. In no event shall AHRC or any of its directors, employees, agents and representatives and their respective successors and assigns be liable for any loss or damages whatsoever arising out or related to access to or use of this website or any other website linked to this website or the Content, regardless of whether such loss or damages are based on warranty, contract, tort (including negligence), strict liability, products liability or other theories of liability, including without limitation liability for direct, indirect, special, punitive, incidental or consequential damages.

AHRC is not responsible for late, lost, incomplete, illegible, misdirected or stolen messages or mail, unavailable network connections, failed, incomplete, garbled or delayed computer transmissions, on-line failures, hardware, software or other technical malfunctions or disturbances or any other communications failures or circumstances affecting, disrupting or corrupting communications.

AHRC assumes no responsibility, and shall not be liable, for any damages to, or any viruses affecting your computer equipment or other property on account of your access to or use of this website or your downloading of any materials, data, text, images, video or audio from this website.

Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold harmless AHRC, its affiliates and related companies, and each of their respective directors, officers, employees, agents and representatives from and against all claims, liability, losses, damages, expenses, and costs, arising out of your use of this website or your breach of the Terms and Conditions.

Online Shopping Terms and Conditions

All orders and purchases made through this website are subject to the following.

You agree to pay - You agree to pay for all charges noted herein as payable by you. All prices listed on this website are in Canadian dollars and all charges will be processed in Canadian dollars.

Effect of errors on AHRC's part - While AHRC takes great care to ensure its messaging is accurate, errors and/or inaccuracies may occur. **AHRC may correct errors or inaccuracies and change or update information on this website at any time without notice, including in respect of prices and availability of items/events.**

Pricing -

- All prices listed on this website are subject to confirmation. AHRC will notify you by email within 2 business days of making a purchase if the confirmed price of an item you have selected differs from the price listed on the website or on your purchase order. If you do not receive an email within 2 business days of completing a purchase order, AHRC is deemed to have confirmed the purchase at the price listed. If you receive such notification, the sale will be automatically terminated unless you reply by email with confirmation of your intention to purchase the item at the confirmed price

Restrictions on who may purchase, what may be purchased and where items/events may be shipped -

- You may only purchase or order items/events for non-commercial and lawful purposes and any other use is not permitted.
- You must be 18 years of age or older to purchase from the website.
- Any items purchased on this website will not be delivered to an address outside of Canada.

- AHRC reserves the right to limit the quantities, of items/events which you, your family or any group can purchase, to reject, correct, cancel or refuse orders, and to determine accounts in its discretion including, without limitation, if AHRC believes that customer conduct contravenes applicable law or is harmful to the interests of AHRC or its representatives, agents, contractors, suppliers or licensees.
- AHRC will use commercially reasonable efforts to deliver items/events as quickly as possible and within any time periods indicated; however, AHRC will not be responsible for any delays in delivery which are beyond its control. Where delivery is delayed, AHRC will notify you as soon as possible.
- If any item listed or shown for purchase through the website is no longer available in AHRC's inventory, the website will display a warning message to alert consumers. Where an item is replenishable and AHRC expects to receive further shipments, the website will display a "Temporarily Out of Stock" message. For non-replenishable items/events, the website will display an "Out of Stock" message. Out of Stock products will be removed for purchase from the website within 7 days of the appearance of the warning message.
- In order to protect you and AHRC from fraudulent transactions, AHRC may provide your transaction-related information to a reputable third party organization to perform an address verification. This address verification is intended to ensure that the "bill to" address that you provide matches your credit card address. AHRC also reserves the right, at its discretion, not to ship items/events ordered or purchased on this Website to certain addresses. In the event that AHRC chooses not to ship an item, you will be notified by email and any amount charged to your credit card will be refunded.

Privacy

By submitting any Personal Information (as defined in the AHRC Privacy Policy), in connection with your use of any ratings, reviews, comments and/or communications function offered through the AHRC website, you agree that AHRC may use such Personal Information in accordance with its Privacy Policy

Security

You are prohibited from violating or attempting to violate the security of the AHRC website, including, without limitation: (a) accessing data not intended for you, including logging into a server or account which you are not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of "denial of service" attacks, overloading, "flooding", "mailbombing" or "crashing", (d) forging any TCP/IP packet header or any part of the header information in any posting, (e) disrupting network nodes or network services or otherwise restricting, inhibiting, disrupting or impeding AHRC's ability to monitor or make the website available, or (f) taking any action in order to obtain services to which the you are not entitled. Violations of system or network security may result in civil or

criminal liability. AHRC will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting you if you are involved in such violations.

Suspension or Termination

If AHRC determines, in its sole discretion, that you are in violation of any provision of this Acceptable Use Policy, AHRC may suspend or terminate your use or access to the AHRC website without the notice to you. At all times, AHRC shall have the discretion to take such action as AHRC deems necessary, in its sole discretion, to preclude a violation, and AHRC shall not be liable for any damages of any nature suffered by you or a third party resulting from AHRC's exercise of its rights under this Acceptable Use Policy.

Reporting Libel and Defamation

If you become aware of any misuse of the website, including libelous or defamatory conduct by any person, you must report it to AHRC. Please [contact us](#) by email.

Third Party Websites

If you choose to post or share any ratings, reviews, comments or communication on a third party website, including any social networking and/or social booking marking website, you do so at your own risk. Such websites are independent from AHRC and AHRC has no control over and expressly disclaims any liability which may ensue from posting or sharing any content on such third party websites.

Feedback

If you wish to share feedback with us about products, events, pricing, ordering, delivery or other customer service issues, please do not submit this feedback through a product review. Instead, [contact us](#) directly.