

## **HBH GROUP TERMS AND CONDITIONS**

### **PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE**

The following Terms and Conditions govern and apply to your use of or reliance upon this website maintained by the HBH Group (the "Website").

Your access or use of the Website indicates that you have read, understand and agree to be bound by these Terms and Conditions and any other applicable laws, statutes and/or regulations. We may change these Terms and Conditions at any time without notice, effective upon its posting to the Website. Your continued use of the Website will be considered your acceptance to the revised Terms and Conditions.

#### **1. INTELLECTUAL PROPERTY**

All intellectual property on the Website is owned by us or our licensors, which includes materials protected by copyright, trademark, or patent laws. All trademarks, service marks and trade names are owned, registered and/or licensed by us. All content on the Website, including but not limited to text, software, code, designs, graphics, photos, sounds, music, videos, applications, interactive features and all other content is a collective work under Canadian and other copyright laws and is the proprietary property of the Company. All rights reserved.

#### **2. USE OF COMPANY MATERIALS**

We may provide you with certain information as a result of your use of the Website including, but not limited to, documentation, data, or information developed by us, and other materials which may assist in the use of the Website or Services ("Company Materials"). The Company Materials may not be used for any other purpose than the use of this Website and the services offered on the Website. Nothing in these Terms of Use may be interpreted as granting any licence of intellectual property rights to you.

#### **3. PAYMENT**

When you make a purchase on the Website, you agree to provide a valid instrument to make a payment. Pay attention to the details of the transaction, as your total price may include taxes, fees, and shipping costs, all of which you are responsible for.

When you provide a payment instrument to us, you confirm that you are permitted to use that payment instrument. When you make a payment, you authorize us (and our designated payment processor) to charge the full amount of the payment instrument you designate for the transaction. You also authorize us to collect and store that funding instrument, along with other related transaction information.

If you pay by credit or debit card, we may obtain a preapproval from the issuer of the card for an amount as high as the full price. If you cancel a transaction before completion, this pre-approval may result in those funds not otherwise being immediately available to you.

We may cancel any transaction if we believe the transaction violates these Terms, or if we believe in doing so may prevent financial loss.

In order to prevent financial loss to you or to us, we may contact your funding instrument issuer, law enforcement, or affected third parties (including other users) and share details of any payments you are associated with, if we believe doing so may prevent financial loss or a violation of law.

#### **4. SALE OF GOODS AND SERVICES**

We may sell goods or services or allow third parties to sell goods or services on the Website. We undertake to be as accurate as possible with all information regarding the goods and services, including product descriptions and images. However, we do not guarantee the accuracy or reliability of any product information and you acknowledge and agree that you purchase such products at your own risk.

#### **5. SHIPPING, DELIVERY AND RETURN POLICY**

You agree to ensure payment for any items you may purchase from us and you acknowledge and affirm that prices are subject to change. When purchasing a physical good, you agree to provide us with a valid email and shipping address, as well as valid billing information. We reserve the right to reject or cancel an order for any reason, including errors or omissions in the information you provide to us. If we do so after payment has been processed, we will issue a refund to you in the amount of the purchase price. We may also request additional information from you prior to confirming a sale and we reserve the right to place any additional restrictions on the sale of any of our products. For the sale of physical products, we may preauthorize your credit or debit card at the time you place the order or we may simply charge your card upon shipment. You agree to monitor your method of payment. Shipment costs and dates are subject to change from the costs and dates you are quoted due to unforeseen circumstances. For any questions, concerns, or disputes, you agree to contact us in a timely manner at the following:

211 Main Street South  
Newmarket, ON  
L3Y 3Y9

#### **6. ACCEPTABLE USE**

You agree not to use the Website for any unlawful purpose, or any purpose prohibited under this clause. You agree not to use the Website in any way that could damage the Website, the services or the general business of the HBH Group. You further agree not to use and/or access the Website:

- a. to harass, abuse, or threaten others or otherwise violate any person's legal rights;
- b. to violate any intellectual property rights of us or any third party;
- c. to upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- d. to perpetrate any fraud;
- e. to engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- f. to publish or distribute any obscene or defamatory material;
- g. to publish or distribute any material that incites violence, hate or discrimination towards any group; and,
- h. to unlawfully gather information about others.

#### **7. PROTECTION OF PRIVACY**

Through your use of the Website, you may provide us with certain information. By using the Website, you authorize us to use your information in Canada and any other country where we may operate.

We may receive information from external applications you use to access our Website, or we may receive information through various web technologies, such as cookies, log files, clear gifs, web beacons or others.

We use the information gathered from you to ensure your continued good experience on the Website. We may also track certain of the passive information received to improve our marketing and analytics, and for this, we may work with third-party providers, including other marketers.

If you would like to disable our access to any passive information we receive from the use of various technologies, you may choose to disable cookies in your web browser.

## **8. REVERSE ENGINEERING; SECURITY**

You may not undertake any of the following actions:

- a. reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Website;
- b. violate the security of the Website through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

## **9. INDEMNIFICATION**

You defend and indemnify the HBH Group and any of its affiliates and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Website, your breach of these Terms and Conditions, or your conduct or actions. We will select our own legal counsel and may participate in our own defense, if we wish to do so.

## **10. SERVICE INTERRUPTIONS**

We may need to interrupt your access to the Website to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the Website may be affected by unanticipated or unscheduled downtime, for any reason, but that we will have no liability for any damage or loss caused as a result of such downtime.

## **11. NO WARRANTIES**

Your use of the Website is at your sole and exclusive risk and any services provided by us are on an "as is" basis. We disclaim any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. We make no warranties that the Website will meet your needs or that the Website will be uninterrupted, error-free, or secure. We also make no warranties as to the reliability or accuracy of any information on the Website or obtained through the Services. Any damage that may occur to you, through your computer system, or as a result of loss of your data from your use of the Website is your sole responsibility and we are not liable for any such damage or loss.

## **12. PRIVACY**

Internet communications are subject to interception, loss or alteration and, as consequences, you acknowledge that information or data you provide by electronic means by accessing or using this Website are not confidential or exclusive, except to the extent required by the applicable laws, and that communications by email may be intercepted, altered or lost.

For more information, please refer to our Privacy Policy, which you may find on the Website by clicking on the Privacy Policy link found on the footer of every page.