

Merchant Website User Agreement

I. Acceptance

You (the “User”) agree to comply with the following terms and conditions in this agreement (the “User Agreement”) in your use of this website and the purchase of products and services provided on this website by SiteFinder GPS (the “Merchant”).

The terms in this User Agreement supersede any policies described in any other literature published by the Merchant.

When you access this website, you acknowledge that you have read and agree to abide by the terms described below. If you do not agree to the terms discussed here, you should exit this website now.

2. Products and Prices

(1) The Merchant reserves the right, in its sole discretion, to make any necessary updates, modifications and adjustments at any time without prior notice to product descriptions, warranties and prices, due to errors, product discontinuation, changing costs, new market conditions or any other business factor.

(2) All prices are subject to applicable provincial and federal sales tax, handling charges and shipping charges.

(3) All orders for shipment outside of Canada may be subject to additional taxes, shipping charges, customs and duties, all of which shall be paid and provided for solely by the User.

3. Payment Information

The User understands that he or she will have to provide credit card or other payment information (the “Information”) to the Merchant in order to be able to purchase or license products and services provided on this website. The User represents that the Information provided shall be accurate and complete. The Merchant will use the Information to charge the User for any purchased or licensed products or services on this website.

4. Territorial Restriction

The Merchant’s website can be accessed from Canada and other countries around the world. The User understands that some or all products and services provided on this website may not be available for purchase or licensing to persons or entities residing in certain jurisdictions or geographical areas. The Merchant reserves the right, in its sole discretion, to exclude or otherwise limit the provision of any product or service to a person or entity residing in any jurisdiction or geographical area. The Merchant does not represent or warrant that any product or service provided on this website will be available for purchase or licensing to the User.

5. Warranty

(1) The Merchant provides this website, including any product or service purchased or licensed through this website, “as is”, and expressly disclaims any warranties of any kind, whether expressed or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular use.

(2) The disclaimer by the Merchant under subsection (1) in no way disclaims any warranties provided by the manufacturer or owner of a product or service displayed in this website.

(3) The Merchant and the manufacturers and owners of the products and services provided on the Merchant’s website make no representations or warranties with respect to the availability of any warranties for products or services used by the User outside Canada.

6. Limitation of Liability

The Merchant shall not be liable for any indirect, special, incidental or consequential damages arising from this website, its contents or the purchase or licensing or any products or services provided on this website. This disclaimer of liability is comprehensive and applies to, without limitation, any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behaviour, negligence or under any other cause of action, through the actions of the Merchant, its directors, officers, employees, agents or assigns, other Users to which this Agreement may apply or any other third parties.

7. Return and Refund Policies

Please refer to the Merchant’s Refunds, Returns and Exchanges policy for information on returns and/or refunds.

8. Exchanges

From time to time, the Merchant may, in its sole discretion, exchange products or portions of a product. Please refer to the Merchant’s Refunds, Returns and Exchanges policy for more information on exchanges.

9. Personal and Non-Commercial Use Limitation

This website is for the User’s personal and non-commercial use. As a User, you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, licence, create derivative works from, transfer, or sell any information, software, products or services obtained from this website.

10. Privacy Policy

The Merchant respects the User's right to privacy. This policy summarizes what personally identifiable information may be collected, and how it might be used by the Merchant.

The Merchant will only collect personally identifiable information (such as name, title, company name, address, telephone number, credit card information or e-mail address) that the User voluntarily provides through the Website or e-mail correspondence.

The information a User supplies will be used by the Merchant to respond to User inquiries, supply Users with requested information on Merchant products, or track orders placed with the Merchant, or to communicate with the User regarding promotional materials of the Merchant. Authorized third parties may be utilized by the Merchant to collect, track and process such information.

11. Jurisdiction and Choice of Law

The laws of the Province of Saskatchewan and the applicable laws of Canada will govern these terms and conditions and all related transactions. The parties agree to the non-exclusive jurisdiction of the courts of the Province of Saskatchewan.