

Website Terms and Conditions of Use

Acceptance of the Website Terms and Conditions of Use

These website terms and conditions of use for vapeshopcanada.ca constitute a legal agreement and are entered into by and between you and Shell Canada Products ("**Company**," "**we**," "**us**," "**our**"). The following terms and conditions, together with any documents and/or additional terms they expressly incorporate by reference (collectively, these "**Terms and Conditions**"), govern your access to and use of, including any content, functionality, and services offered on or through vapeshopcanada.ca (the "**Website**").

BY USING THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE WEBSITE.

By using this Website, you represent and warrant that **you are of the legal age required to purchase vaping products in your province**. Those below the legal age are **STRICTLY PROHIBITED** from entering this Website. If you do not meet all of these requirements, you must not access or use the Website.

Modifications to the Terms and Conditions and to the Website

We reserve the right in our sole discretion to revise and update these terms and conditions from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Website. You agree to periodically review the terms and conditions in order to be aware of any such modifications and your continued use shall be your acceptance of these.

The information and material on this Website may be changed, withdrawn, or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is restricted to users or unavailable at any time or for any period.

Your Use of the Website

You are prohibited from attempting to circumvent and from violating the security of this Website, including, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restricting, disrupting or disabling service to users, hosts, servers, or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting Website owner's ability to monitor the Website; (f) using any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; (g) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Website via a denial-of-service attack, distributed denial-of-service attack, flooding,

mailbombing, or crashing; and (i) otherwise attempting to interfere with the proper working of the Website.

Intellectual Property Rights and Ownership

The Website contains material including text, photographs and other images and sound, which is protected by copyright and/or other intellectual property rights. All copyright and other intellectual property rights in this material are either owned by Company or have been licensed to it by the owner(s) of those rights so that it can use this material as part of this Website.

The Company name and all related names, logos, product and service names, designs, images, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. Other names, logos, product and service names, designs, images, and slogans mentioned, or which appear on this Website are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.

You may only use the Website for your personal and non-commercial use. You may

- access any part of the Website;
- print off one copy of any or all of the pages for your own personal reference.

You may not

- copy (whether by printing off onto paper, storing on disk, downloading or in any other way), distribute (including distributing copies), broadcast, alter or tamper with in any way or otherwise use any material contained in the Website except as set out under "You may". These restrictions apply in relation to all or part of the material on the Website;
- remove any copyright, trade mark or other intellectual property notices contained in the original material from any material copied or printed off from the Website;
- link to this Website;

without our express written consent.

If you wish to provide a hypertext or other link to this Website, please contact us with details of:

- the URL(s) of the web page(s) from which you are proposing to link to this Website
- the URL(s) of the web page(s) on this Website to which you are proposing to link

and we will consider your request. It is our decision as to whether we agree to your request and we do not have to do so.

If you print off, copy, or download any part of our Website in breach of these Terms and Conditions, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You have no right, title, or interest in or to the Website or to any content on the Website, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

Site Monitoring and Enforcement, Suspension, and Termination

Company has the right, without provision of notice to:

- Take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including, without limitation, any violation of these Terms and Conditions.

YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS PARENT, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, AND SUCCESSORS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY AND ANY OF THE FOREGOING PARTIES RELATING TO ANY, INVESTIGATIONS BY EITHER THE COMPANY OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

We have no obligation, nor any responsibility to any party to monitor the Website or its use.

No Reliance

The content on our Website is provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain more specific or professional advice before taking, or refraining from, any action or inaction on the basis of the content on our site.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties, or guarantees, whether express or implied, that the content on our Website is accurate, complete, or up to date. Your use of the Website is at your own risk and neither the Company nor its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever for your use of this Website.

This Website may include content provided by third parties, including from third-party licensors. All statements and/or opinions expressed in any such third-party content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of the Company.

Neither the Company nor its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever to you, or any third party, for the content or accuracy of any third-party materials.

Privacy

Personal details provided to Company through this Website will only be used in accordance with our [privacy policy](#). Please read this carefully before going on. By providing your personal details to us you are consenting to its use in accordance with our Privacy Policy.

Third-Party Websites

The Website may include links to external web sites. When you follow such links the external web site may appear as a full screen (in which case you will need to use the back button on your browser to return to this Website) or in some cases it may appear within the frame of this Website (in which case you will be able to return to this Website by using the navigation buttons within the frame). Where an external web site appears within the frame of this Website, this is purely for ease of navigation back to this Website and does not indicate any responsibility on our part for the external web site concerned, even if it is a web site owned and operated by the Company. These links are provided in order to help you find relevant web sites, services and/or products which may be of interest to you quickly and easily. It is your responsibility to decide whether any services and/or products available through any of these web sites are suitable for your purposes. Company is not responsible for the owners or operators of these web sites or for any goods or services they supply or for the content of their web sites and does not give or enter into any conditions, warranties or other terms or representations in relation to any of these or accept any liability in relation to any of these (including any liability arising out of any claim that the content of any external web site to which this Website includes a link infringes the intellectual property rights of any third party).

Geographic Restrictions

The owner of the Website is based in Alberta, Canada. We provide this Website for use only by persons located in Canada. This Website is not intended for use in any jurisdiction where its use is not permitted. If you access the Website from outside Canada, you do so at your own risk and you are responsible for compliance with local laws of your jurisdiction.

Disclaimer of Warranties

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR

NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Governing Law and Choice of Forum

These Terms and Conditions are governed by and to be interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, and in the event of any dispute arising in relation to these terms and conditions or any dispute arising in relation to the Website, whether in contract or tort or otherwise, the courts of the Province of Alberta and courts of appeal therefrom will have exclusive jurisdiction over such dispute.

Reporting and Contact

If you have a question or complaint about this Website, please **contact us**.