



Terms of Use

SCI Technologies Ltd. D.B.A taq

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Please read the following carefully.

IMPORTANT! These Terms of Use (“**Terms**”) govern your use and access of this website and related mobile site (collectively, the “**Site**”) which is owned, operated and provided by SCI Technologies Ltd., d.b.a. taq (“**taq**”, “**we**”, “**our**”, “**us**”). **Please read these Terms carefully before using our Site.** Any person who wishes to use our Site must accept these Terms without change. BY USING OUR SITE, YOU ARE INDICATING YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS AND ALL RELATED POLICIES AND GUIDELINES OF THIS SITE, INCLUDING OUR PRIVACY POLICY, AS DESCRIBED IN THESE TERMS ARE INCORPORATED BY REFERENCE.

If you are accessing our Site on behalf of a body corporate (which includes a company or other organization with legal personality wherever or however incorporated), a partnership, a trust, a joint venture or an incorporated association or organization (the “**Company**”), by accessing our Site you represent and warrant that you are authorized to accept these terms on behalf of the Company and bind such Company.

Modifications to Terms

We may change these Terms or any other policies or guidelines governing our Site at any time in our sole discretion. Any changes will be effective upon the posting of the revisions on our Site. Your use of our Site will be subject to the most current version of the Terms posted on our Site at the time of such use. Your continued use of our Site after such changes are implemented constitutes your acknowledgment and acceptance of the changes. Please consult these Terms regularly. IF YOU DO NOT AGREE TO ANY CHANGES TO THESE TERMS, PLEASE IMMEDIATELY DISCONTINUE YOUR USE OF OUR SITE.

Privacy Policy

Please click [here](#) to read and review our [Privacy Policy](#), which describes our privacy policies and practices in detail, as we may amend such policy from time to time. We advise you to check our Privacy Policy on a frequent basis for changes. You hereby consent to our use of your personal information in accordance with the terms and for the limited purposes described in our Privacy Policy. By agreeing to these Terms, you acknowledge and agree that certain information about you is subject to our Privacy Policy.

Your Registration Obligations

If you are a dealer, we may at times require that you register and/or set up an account to use certain portions of our Site. In order to do so, you may be provided, or required to choose, a password, username, and/or other registration information, including, but not limited to, personal information (collectively, “**Registration Information**”). You represent that all Registration Information provided by you is accurate and up-to-date. If any of your Registration Information changes, you must update it by sending the corrected Registration Information to us at support@taqauto.com or by using the appropriate update mechanism on our Site, if available. If we believe that the Registration Information that you provided is not correct, current, or complete, we reserve the right to refuse you access to our Site. However, we have no obligation to verify the accuracy, currency, completeness or usefulness of any Registration Information that you have provided to us.



Username/Password

- I. If you register or set up an account on the Site, you will be solely responsible for maintaining the confidentiality of any username, password, and similar information, as applicable. You may not authorize others to use your username, password, or similar information. You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorization, or who has access to any computer on which your account resides or is accessible.
- II. If you have reason to believe that your account is no longer secure (for example, following a loss, theft or unauthorized disclosure or use of your Registration Information), you must promptly change the affected Registration Information by using the appropriate update mechanism on the Site, if available, or notify us at support@taqauto.com or as described in our [Privacy Policy](#). We will not be responsible for the unauthorized use of your profile by any other person and disclaim any and all liability that may be associated with such use.
- III. We have the right to cancel or suspend your Registration Information and to suspend, cancel or terminate your account, your use or your access to the Site, as well as remove and delete any information related to the Site (and terminate your use thereof), for any reason whatsoever and at any time in our sole discretion, without notice and without liability to you or any other person.

Restrictions on Use

- I. Except as expressly provided for in these Terms, taq reserves all of its rights, title and interest in and to the Site, including all intellectual property and other proprietary rights.
- II. You may not and may not authorize any other party to: (i) co brand our Site; (ii) frame our Site; or (iii) hyperlink to our Site, without the express prior written permission of an authorized representative of taq. For purposes of these Terms, "co branding" means to display any name, logo, trade-mark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute our Site or which may confuse a user as the nature of the relationship between us and any party. You will cease and desist causing any unauthorized co-branding and framing or hyperlinking upon notice from us and at all times you will cooperate with us following our discovery of any such illegal activity.
- III. taq may, at any time and without notice to you, suspend, disable, limit or terminate access or use of all or part of the Site for any reason and without any liability to you whatsoever. While taq takes great care to ensure the Site is accurate, errors and/or inaccuracies may occur, taq may change or update information on the Site at any time without notice. We make no representations that the Site is compatible with, or will function or operate with your device or equipment.

Proprietary Content

- I. The entire contents of our Site, including without limitation, all names, designs, graphics, images, illustrations, information, photographs, artwork, video, audio, software, code, data, text, displays, the Site's "look and feel", logos, slogans, trade-marks, trade names, service marks, domain names, and the design, selection, arrangement and presentation of the Site as a collective work and/or compilation (collectively, "**Content**") is protected under Canadian copyright, trade-mark, competition and other laws of Canada and other nations, and is owned by us or has been licensed to us. Except as expressly provided in these Terms, nothing contained in this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, service mark, or any other intellectual property.
- II. We may, from time to time, provide you with information, documents or resources, verbally, electronically or written (collectively, "**Documentation**") owned by us or licensed to us which are protected under copyright, trademark, patent and other intellectual property rights. All content in the Documentation, including the collection, arrangement, and assembly of such content, is our exclusive property or licensed to us. You may not copy, sell, license, transfer, publish, reproduce, modify, display, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, bundle, sublicense, export, merge, loan, rent, lease, assign, share, outsource, host, distribute in anyway, prepare derivative works based on, re-post, make available to any person or otherwise use, either directly or indirectly, any of the Documentation or content in the Documentation, in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise, for any public or commercial purpose, without our prior written consent. You must not permit, allow or do anything that would infringe or otherwise prejudice our proprietary rights or allow any third party to access the Documentation. The restrictions set out in these Terms do not apply to the limited extent the restrictions are prohibited by applicable law.

Third Party Content

- I. Our Site may also contain information or materials ("**Third Party Content**") that is owned or provided by persons other than taq ("**Third Party Providers**"). We make no representations and warranties with respect to any such Third-Party Content and do not undertake to conduct any independent investigation of Third-Party Content. Inclusion of Third-Party Content from Third Party Providers on our Site does not mean, unless expressly stated otherwise, that we endorse or agree with such Third-Party Content.
- II. You understand that you have no proprietary rights in the Third-Party Content and that the Third-Party Providers retain all proprietary right, title or interest, including copyright, in their respective Third Party Content.
- III. You may not copy, sell, license, transfer, publish, reproduce, modify, display, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, bundle, sublicense, export, merge, loan, rent, lease, assign, share, outsource, host, distribute in any way, prepare derivative works based on, re-post, make available to any person or otherwise use, either directly or indirectly, any of the Third Party Content, in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise, for any public or commercial purpose, without the prior written consent of the Third Party Providers. You must use your best efforts to stop any such copying or distribution immediately after you become aware of such use.



Hyperlinks

Our Site may contain hyperlinks to other sites that may not be maintained by, or related to, taq. Hyperlinks to such sites are provided solely as a convenience to you and do not imply any endorsement by taq of, any affiliation with or endorsement by the owner of the linked site. We have no control over such third-party sites. We are not responsible for the availability of such external sites and no endorsement of any third-party products or services is expressed or implied by any information, material or content referred to or included on or linked from or to our Site. Use of such third-party sites, including any information, material and services in these sites, is solely at your own risk. You also understand and agree that our [Privacy Policy](#) is applicable only while you are using our Site. Once you are linked to another site, you should read the privacy statement of that site before disclosing any personal information.

User Content

- I. By using our Services, you may have the opportunity to post, upload or otherwise make available content (such as data, text and any information or materials) to the Site ("User Content"). You agree to only upload User Content to which you own all proprietary right, title and interest, or have a license or written consent from the owner to upload such User Content to our Site.
- II. If you upload User Content that is the personal information of a third party, you agree that you will only do so after you have obtained consent to do so in accordance with applicable privacy laws ("Consent"). You hereby confirm that any and all User Content provided by you to us complies with all applicable laws.

Use of our Site

- I. We expect that you will access and use our Site in a professional, responsible and business-like manner in accordance with applicable laws when uploading User Content through the Site. By using our Site, you have the opportunity to engage in dialogue with representatives of taq if you send us emails or contact us through our Site. We welcome your questions, suggestions, ideas and other information (collectively "**Suggestions**") that you communicate to us so long as any such Suggestions, User Content or interaction is not obscene, illegal, threatening, defamatory, libelous, harmful, abusive, harassing, tortuous, homophobic, sexist, vulgar, hateful or racially, ethically or otherwise objectionable, invasive of privacy, infringing of third party intellectual property or privacy rights, or is otherwise injurious to third parties.
- II. You are not obligated to provide us with Suggestions regarding our Site. However, if you do provide us with Suggestions, then we retain all rights to any Suggestions that you may provide to us and you agree to grant us a non-exclusive, worldwide, royalty-free, irrevocable license to use your Suggestions in any commercial manner.
- III. You further agree that you must use our Site for lawful purposes only and represent and warrant that you will not use our Site to:
 - a. email, provide us with or otherwise transmit any Suggestions or User Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- b. email, provide us with or otherwise transmit any Suggestions or User Content that infringes, misappropriates, or otherwise violates any third party's copyright, patent, trademark, or other proprietary right of publicity or privacy, or encourages or enables any other party to do so;
- c. remove any proprietary notices or labels, or any promotional or advertising material, from our Site;
- d. email, transmit or send via the Internet any unsolicited or unauthorized advertising, branding, promotional materials, commercial solicitation, political campaigning, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- e. impersonate any person or entity or misrepresent your affiliation with any other person, company or entity, including without limitation, using a false email address or misleading us as to your identity when you are on our Site or otherwise communicating with us;
- f. upload, email, send via the Internet or otherwise transmit, any software viruses or any other computer code, files or programs designed to interrupt, destroy, alter, or limit the functionality of any computer software or hardware or telecommunications equipment or that imposes an unreasonable or disproportionately large load on the Site's infrastructure or limits the functionality of any taq or third party computer hardware, software, networks, or hardware or telecommunications equipment;
- g. interfere or attempt to interfere with or disrupt our Site including but not limited to our servers or networks connected to our Site, including attempting to interfere with the access of any other user, host or network, including without limitation, overloading, initiating, propagating, participating, directing or attempting any "denial of service" attacks, "spamming", "crashing", "flooding" or "mail-bombing" our Site or disobeying any requirements, procedures, policies or regulations of networks connected to our Site;
- h. direct bots, spiders, crawlers, avatars, intelligent agents or any other automated process at our computer systems or otherwise, create unreasonable load upon any of our computer hardware, network, storage, input/output or electronic control devices;
- i. intentionally or unintentionally violate any applicable local, provincial, national or international law, rule or regulation applicable in connection with our Site or any User Content;
- j. modify, adapt, assign, copy, sublicense, translate, rent, sell, reverse engineer, decompile or disassemble any portion of our Site;
- k. collect, use, disclose, store or distribute any User Content or other personal information of a third party without their express consent;
- l. transmit any information or User Content known by you to be false, inaccurate or misleading; or
- m. transmit any information or User Content that is intimate, private or that you would not want the public to view or have access to.

Disclaimer of Warranties/Limitation of Liability

- I. You understand that we will use commercially reasonable efforts to provide our Site, Content and Documentation but we cannot and do not guarantee or promise any specific and intended results, including but not limited to financial or commercial, from the use of our Content or Documentation or from the use of our Site. You also understand that our Content and Documentation are provided for your own convenience and are for informational purposes only. You acknowledge that any reliance on our Site, Content and Documentation will be at your own risk and that you must evaluate and bear all risks associated with the use of our Site, Content or Documentation. YOU ARE SOLELY RESPONSIBLE FOR ANY USE OF AND RESULTS FROM USING OUR CONTENT, DOCUMENTATION, OR THE SITE. YOUR USE OF OUR DOCUMENTATION, CONTENT, OR SITE IS ENTIRELY AT YOUR OWN RISK.
- II. We do not represent or warrant that files or information available for access or downloading from the Internet, hyperlinked sites, our Site or any files and emails from us will be free of viruses, worms, malware, Trojan horses or other code that may manifest contaminating or destructive properties. YOUR USE OF THE INTERNET IS AT YOUR OWN RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEMS OR LOSS OF DATA THAT RESULTS FROM ANY INTERNET ACCESS OF OUR DOCUMENTATION, CONTENT OR SITE.
- III. YOUR USE OF OUR SITE, CONTENT AND DOCUMENTATION IS AT YOUR OWN RISK. OUR SITE, CONTENT AND DOCUMENTATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT OR NON-INFRINGEMENT OR THOSE ARISING OUT A COURSE OF DEALING, PERFORMANCE OR USAGE OF TRADE. WE MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS REGARDING THE AVAILABILITY APPROPRIATENESS, COMPLETENESS, ACCURACY, OR CURRENCY OF OUR SITE, CONTENT OR DOCUMENTATION. FOR GREATER CLARITY, WE DO NOT REPRESENT OR WARRANT THAT: (I) OUR SITE, CONTENT OR DOCUMENTATION DOES NOT AND WILL NOT INFRINGE, OR BE SUBJECT TO ANY INTELLECTUAL PROPERTY CLAIMS, OR A CLAIM OF INFRINGING THE TRADEMARK OR OTHER RIGHTS OF ANOTHER PARTY; (II) OUR SITE, CONTENT OR DOCUMENTATION WILL BE UNINTERRUPTED, FUNCTIONAL, SECURE, RELIABLE, ACCURATE, COMPLETE, CURRENT, USEFUL, SUITABLE, SECURE OR ERROR-FREE; (III) OUR SITE, CONTENT OR DOCUMENTATION WILL BE SUITABLE, ACCURATE, CORRECT, RELIABLE, COMPLETE, TIMELY, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS AND EXPECTATIONS IN ANY WAY; (IV) ANY DEFECTS IN OUR SITE, CONTENT OR DOCUMENTATION WILL BE CORRECTED; AND (V) WE HAVE VERIFIED OR ENDORSED ANY THIRD PARTY CONTENT. OUR SITE, CONTENT AND DOCUMENTATION MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND WE MAY MAKE CHANGES OR IMPROVEMENTS TO THE SITE, CONTENT AND DOCUMENTATION AT ANY TIME.
- IV. IN NO EVENT SHALL taq, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, THIRD PARTY PROVIDERS, AGENTS OR ADVISORS (“**ASSOCIATED PERSONS**”) BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF INCOME, LOSS OF PROFITS, LOSS OF ANTICIPATED SALES,



LOSS OF OPPORTUNITIES, BUSINESS INTERRUPTION, FAILURE TO REALIZE UNEXPECTED SAVINGS, DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES OR OTHER ECONOMIC OR PERSONAL LOSS ARISING FROM OR IN CONNECTION WITH: (I) YOUR USE OF OR RELIANCE ON ANY INFORMATION PROVIDED BY US ON OUR SITE OR STATED IN OUR CONTENT AND DOCUMENTATION; (II) YOUR USE OF OR INABILITY TO USE OUR SITE, CONTENT AND DOCUMENTATION; (III) YOUR VIOLATIONS OF TRADEMARK INFRINGEMENT OR OTHER INTELLECTUAL PROPERTY RIGHTS; (IV) ANY FAILURE OF PERFORMANCE OF OUR SITE, CONTENT OR DOCUMENTATION, WHETHER RELATED TO ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES OR LINE FAILURE; (V) THE UNAUTHORIZED USE OF YOUR ACCOUNT AND PASSWORD BY ANY PERSON; (VI) ANY THIRD PARTY CONTENT OR HYPERLINKED SITES; OR (VII) ANY OTHER MATTERS RELATING TO OUR SITE, CONTENT AND DOCUMENTATION, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, FUNDAMENTAL BREACH, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, WHETHER OR NOT WE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT YOU MIGHT INCUR SUCH DAMAGES. THE LIMITATIONS ON taq's LIABILITY OR THE LIABILITY OF ASSOCIATED PERSONS TO YOU IN THIS SECTION SHALL APPLY WHETHER OR NOT taq OR SUCH ASSOCIATED PERSONS HAVE BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

- V. WE EXPRESSLY DISCLAIM ANY AND ALL SUCH ABOVE REPRESENTATIONS, WARRANTIES AND CONDITIONS TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

Indemnity

You agree at all times to defend, indemnify and hold harmless taq, its employees, contractors, agents, officers, directors, successors and assigns (the "**Indemnified Parties**") from and against any claims, losses, judgements, actions, proceedings, damages, costs and expenses (including without limitation, reasonable legal and other fees and disbursements) incurred by any of the foregoing parties due to or resulting from your use or misuse of our Site, Content or Documentation, or from your violation of these Terms, including your failure to appropriately obtain consent from a third party. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of our Site, Content and Documentation, including but not limited to trademark infringement or other intellectual property claims from third parties.

System Security

You are prohibited from using any services or facilities provided in connection with our Site to compromise security or tamper with our system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. We reserve the right to investigate suspected violations of



these Terms and to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone believed to be violating these Terms.

Dispute Resolution

Any dispute, controversy or claim arising out of or relating to these Terms, including any disputes relating to the Site, Content or Documentation, will be finally resolved by arbitration under the Arbitration Rules of the ADR Institute of Canada, Inc. The arbitration will be conducted by one arbitrator and the seat of Arbitration will be Toronto, Ontario. The language of the arbitration will be English. The decision of the arbitrator shall be binding upon the parties hereto.

Governing Law; Jurisdiction

These Terms and any action related thereto or related to our Site or Documentation shall be governed, controlled, interpreted and defined by and under the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any principles of conflicts of laws. The United Nations Convention on the International Sale of Goods is explicitly excluded from this agreement. Subject to Section 14, you agree that any action at law or in equity arising out of or relating to these Terms or your use of our Site, Content or Documentation will be filed only in a court located in Toronto, Ontario, Canada, and you hereby irrevocably and unconditionally consent and submit to the non-exclusive jurisdiction of such courts for the purpose of any such action. Your use of our Site and Documentation is void where prohibited by laws in jurisdictions to which you are otherwise subject, and you agree not to visit or use our Site, Content or Documentation in any such circumstances.

Termination

You acknowledge and agree that these Terms shall remain in effect for so long as you use our Site or Documentation. You agree that this agreement can only be terminated by you once you have stopped using our Site, Content or Documentation. We reserve the right to suspend or terminate your use of our Site, Content or Documentation and remove and discard any information related to you and your use of our Site or Documentation at any time, for any reason, with or without cause, if we believe that you are violating these Terms in any way. If you wish to terminate your account, you may choose to cease use of the Site or to send us notification by email at support@taqauto.com. If you are dissatisfied with our Site, Content or Documentation, including these Terms, your sole remedy is to discontinue using our Site.

Entire Agreement

These Terms and any of our other legal notices, policies and guidelines linked to these Terms constitute the entire agreement between you and taq relating to your use of our Site, Content and Documentation and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter and the Terms may not be amended or modified except in writing or by making such amendments or modifications available on our Site. Notwithstanding the foregoing, if you are a dealer, you acknowledge that you are subject to additional terms.



No Agency; Third Party Beneficiary

We are not your agent, fiduciary, trustee, or other representative. Nothing expressed or mentioned in or implied from these Terms is intended or will be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to these Terms. These Terms and all of the representations, warranties, covenants, conditions, and provisions hereof are intended to be and are for the sole and exclusive benefit of you, taq and the Associated Persons.

Assignment

You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder without our prior written consent. taq may assign these Terms and the rights and obligations granted hereunder without your consent.

Severability

If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

No Waiver

We will not be considered to have waived any of our rights or remedies described in these Terms unless the waiver is in writing and signed by us. No delay or omission by us in exercising its rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. Our failure to enforce the strict performance of any provision of these Terms will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of these Terms.

Headings

The headings used in these Terms are included for convenience only and have no legal or contractual effect and shall not affect the construction or interpretation of these Terms.

Language

You agree that English will be the language of our Site and of all transactions occurring in connection with our products and services, and you agree to waive any right to use and rely upon any other language or translations. You acknowledge that it is your express wish that these Terms have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que tous les documents légaux qui s'y rattachent soient rédigés en anglais.