

Terms of Service

Last updated on: March 12, 2018

By signing up for the Shoptoit services or any of the services of Shoptoit Inc. or its affiliates (“Shoptoit”) you are agreeing to be bound by the following terms and conditions (“Terms of Service”). The services offered by Shoptoit under the Terms of Service include various products and services to help you sell goods and services to buyers, whether online, in person, or both. Any such services offered by Shoptoit are referred to in these Terms of Services as the “Services”. Any new features or tools which are added to the current Services shall be also subject to the Terms of Service. You can review the current version of the Terms of Service at any time at <https://www.shoptoit.ca/legal/terms>. Shoptoit reserves the right to update and change the Terms of Service by posting updates and changes to the Shoptoit website. You are advised to check the Terms of Service from time to time for any updates or changes that may impact you.

1. Account Terms

- 1.1. You must be 18 years or older or at least the age of majority in the jurisdiction where you reside or from which you use this Service.
- 1.2. To access and use the Services, you must register for a Shoptoit account (“Account”) by providing your full legal name, current address, phone number, a valid email address, and any other information indicated as required. Shoptoit may reject your application for an Account, or cancel an existing Account, for any reason, in our sole discretion.
- 1.3. You acknowledge that Shoptoit will use the email address you provide as the primary method for communication.
- 1.4. You are responsible for keeping your password secure. Shoptoit cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account and password.
- 1.5. You are responsible for all activity and content such as photos, images, videos, graphics, written content, audio files, code, information, or data uploaded, collected, generated, stored, displayed, distributed, transmitted or exhibited on or in connection with your Account (“Materials”).
- 1.6. A breach or violation of any term in the Terms of Service, as determined in the sole discretion of Shoptoit will result in an immediate termination of your services.

2. Account Activation

- 2.1. Subject to section 2.2, the person signing up for the Service will be the contracting party (“Account Owner”) for the purposes of our Terms of Service and will be the person who is authorized to use any corresponding account we may provide to the Account Owner in connection with the Service.
- 2.2. If you are signing up for the Service on behalf of your employer, your employer shall be the Account Owner. If you are signing up for the Service on behalf of your employer, then you represent and warrant that you have the authority to bind your employer to our Terms of Service.

3. General Conditions

- 3.1. You must read, agree with and accept all of the terms and conditions contained in these Terms of Service, before you may become a member of Shoptoit.
- 3.2. Technical support is only provided to paying Account holders and is only available via email, chat and by phone.
- 3.3. The Terms of Service shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, without regard to principles of conflicts of laws. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Alberta with respect to any dispute or claim arising out of or in connection with the Terms of Service.
- 3.4. You acknowledge and agree that Shoptoit may amend these Terms of Service at any time by posting the relevant amended and restated Terms of Service on Shoptoit’s website, available at <https://www.shoptoit.ca/legal/terms> and such amendments to the Terms of Service are effective as of the date of posting. Your continued use of the Services after the amended Terms of Service are posted to Shoptoit’s website constitutes your agreement to, and acceptance of, the amended Terms of Service. If you do not agree to any changes to the Terms of Service, do not continue to use the Service.
- 3.5. You may not use the Shoptoit service for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws), the laws applicable to you in your customer’s jurisdiction, or the laws of Canada and the Province of Alberta. You will comply with all applicable laws, rules and regulations in your use of the Service.
- 3.6. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Shoptoit .
- 3.7. You shall not purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use Shoptoit or Shoptoit trademarks and/or variations and misspellings thereof.
- 3.8. Questions about the Terms of Service should be sent to support@shoptoit.ca.
- 3.9. You understand that your Materials (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit Card information is always encrypted during transfer over networks.
- 3.10. You acknowledge and agree that your use of the Service, including information transmitted to or listing by Shoptoit , is governed by its privacy policy at <https://www.shoptoit.ca/legal/privacy>.
- 3.11. The Terms of Service may be available in languages other than English. To the extent of any inconsistencies or conflicts between these English Terms of Service and Shoptoit’s Terms of Service available in another language, the most current English version of the Terms of Service at <https://www.shoptoit.ca/legal/terms>. will prevail.

4. Shoptoit Rights

- 4.1. We reserve the right to modify or terminate the Service for any reason, without notice at any time.
- 4.2. We reserve the right to refuse service to anyone for any reason at any time.
- 4.3. We may, but have no obligation to, remove Materials and suspend or terminate Accounts if we determine in our sole discretion that the goods or services offered via a listing, or the Materials uploaded or posted to a listing.
- 4.4. Verbal or written abuse of any kind (including threats of abuse or retribution) of any Shoptoit customer, Shoptoit employee, member, or officer will result in immediate Account termination.
- 4.5. Shoptoit does not pre-screen Materials and it is in our sole discretion to refuse or remove any Materials from the Service.
- 4.6. We reserve the right to provide our services to your competitors and make no promise of exclusivity in any particular market segment. You further acknowledge and agree that Shoptoit employees and contractors may also be Shoptoit customers/merchants and that they may compete with you, although they may not use your confidential information in doing so.
- 4.7. In the event of a dispute regarding Account ownership, we reserve the right to request documentation to determine or confirm Account ownership. Documentation may include, but is not limited to, a scanned copy of your business license, government issued photo ID, the last four digits of the credit card on file, etc.
- 4.8. Shoptoit retains the right to determine, in our sole judgment, rightful Account ownership and transfer an Account to the rightful owner. If we are unable to reasonably determine the rightful Account owner, Shoptoit reserves the right to temporarily disable an Account until resolution has been determined between the disputing parties.

5. Limitation of Liability

- 5.1. You expressly understand and agree that Shoptoit shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use of or inability to use the service.
- 5.2. In no event shall Shoptoit or our suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our site, our services or these Terms of Service (however arising including negligence). You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, Shoptoit partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service, or your violation of any law or the rights of a third party.
- 5.3. Your use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis without any warranty or condition, express, implied or statutory.
- 5.4. Shoptoit does not warrant that the Service will be uninterrupted, timely, secure, or error-free.
- 5.5. Shoptoit does not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.
- 5.6. Shoptoit does not warrant that the quality of any products, services, information, or other Materials purchased or obtained by you through the Service will meet your expectations, or that any errors in the Service will be corrected.

6. Waiver and Complete Agreement

- 6.1. The failure of Shoptoit to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service and the documents it incorporates by reference constitute the entire agreement between you and Shoptoit and govern your use of the Service, superseding any prior agreements between you and Shoptoit (including, but not limited to, any prior versions of the Terms of Service).

7. Intellectual Property and Customer Content

- 7.1. We do not claim any intellectual property rights over the Materials you provide to the Shoptoit service. All Materials you upload remains yours. You can remove your Shoptoit listing at any time by suspending your Account.
- 7.2. By uploading Materials, you agree: (a) to allow other internet users to view the Materials you post publicly to your listing; (b) to allow Shoptoit to store, and in the case of Materials you post publicly, display, your Materials; and (c) that Shoptoit can, at any time, review all the Materials submitted to its Service, although Shoptoit is not obligated to do so.
- 7.3. You retain ownership over all Materials that you upload to a Shoptoit listing; however, by making your listing public, you agree to allow others to view Materials that you post publicly to your listing. You are responsible for compliance of the Materials with any applicable laws or regulations.
- 7.4. We will not disclose your confidential information to third parties, except as required in the course of providing our services. Confidential information includes any Materials or information provided by you to us which is not publicly known. Confidential information does not include information that: (a) was in the public domain at the time we received it; (b) comes into the public domain after we received it through no fault of ours; (c) we received from someone other than you without breach of our or their confidentiality obligations; or (d) we are required by law to disclose.
- 7.5. Shoptoit shall have the non-exclusive right and license to use the names, trademarks, service marks and logos associated with your listing to promote the Service.

8. Payment of Fees

- 8.1. You will pay the Fees applicable to your subscription to Modules and/or Advertising Budgets (“Fees”)
- 8.2. You must keep a valid credit card on file with us to pay for all incurred and recurring Fees. Shoptoit will charge applicable Fees to the credit card account that you authorize (“Authorized Card”), and Shoptoit will continue to charge the Authorized Card (or any replacement card) for applicable Fees until the Services are terminated, and any and all outstanding Fees have been paid in full. Unless otherwise indicated, all Fees and other charges are in Canadian dollars, and all payments shall be in Canadian currency.
- 8.3. Fees are paid in advance and will be billed in 30 day intervals (each such date, a “Billing Date”). Fees will appear on an invoice, which will be sent to the Account Owner via the email provided. As well, an invoice will appear on the Account page of your Shoptoit Merchant Center. Users have approximately two weeks to bring up and settle any issues with the billing of Fees.
- 8.4. If we are not able to process payment of Fees using the Authorized Card, we will make a second attempt to process payment using the Authorized Card 3 days later. If the second attempt is not successful, we will make a final attempt 3 days following the second attempt. If our final attempt is not successful, we may suspend and revoke access to your Account. Your Account will be reactivated

upon your payment of any outstanding Fees, plus the Fees applicable to your next Billing Cycle. You will not be able to access your Account during any period of suspension. If the outstanding Fees remain unpaid for 60 days following the date of suspension, Shoptoit reserves the right to terminate your Account.

- 8.5. All Fees are exclusive of applicable federal, provincial, state, local or other governmental sales, goods and services, harmonized or other taxes, fees or charges now in force or enacted in the future (“Taxes”).
- 8.6. If you are a resident of Canada, you are responsible for all applicable Taxes that arise from or as a result of your subscription to or purchase of Shoptoit’s products and services. These Taxes are based on the rates applicable to the Canadian billing address you provide to us. Such amounts are in addition to the Fees for such products and services and will be billed to your Authorized Card. If you are exempt from payment of such Taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such a certificate.
- 8.7. If you are resident in the U.S., Taxes may apply to your subscription. Any applicable Taxes are based on the rates applicable to the U.S. billing address you provide to us, and will be calculated at the time of purchase of the applicable Taxable Offerings. Such amounts are in addition to the Fees for the Taxable Offerings and will be billed to your Authorized Card. If you are exempt from payment of such Taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such a certificate.
- 8.8. To the extent that you are an individual and not a corporation or other legal entity, and your location of usage changes to a place in Canada or the U.S., you must advise us immediately by email to support@shoptoit.ca.
- 8.9. Shoptoit does not provide refunds.

9. Cancellation and Termination

- 9.1. You may cancel your Account at anytime by emailing support@shoptoit.ca and then following the specific instructions indicated to you in Shoptoit’s response.
- 9.2. Upon termination of the Services by either party for any reason:
- 9.3. Shoptoit will cease providing you with the Services and you will no longer be able to access your Account;
- 9.4. unless otherwise provided in the Terms of Service, you will not be entitled to any refunds of any Fees, pro rata or otherwise;
 - 9.4.1. any outstanding balance owed to Shoptoit for your use of the Services through the effective date of such termination will immediately become due and payable in full; and your listing will be taken offline.
- 9.5. If at the date of termination of the Service, there are any outstanding Fees owing by you, you will receive one final invoice via email. Once that invoice has been paid in full, you will not be charged again.
- 9.6. We reserve the right to modify or terminate the Shoptoit Service or your Account for any reason, without notice at any time.
- 9.7. Fraud: Without limiting any other remedies, Shoptoit may suspend or terminate your Account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the Site.

10. Modifications to the Service and Prices

- 10.1. Prices for using the Services are subject to change upon 30 days notice from Shoptoit. Such notice may be provided at any time by posting the changes to the Shoptoit Site (Shoptoit.ca) or the administration menu of your Shoptoit listing via an announcement.
- 10.2. Shoptoit reserves the right at any time, and from time to time, to modify or discontinue, the Service (or any part thereof) with or without notice.
- 10.3. Shoptoit shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

11. DMCA Notice and Takedown Procedure

- 11.1. Shoptoit supports the protection of intellectual property and asks Shoptoit merchants to do the same. It's our policy to respond to all notices of alleged copyright infringement. If someone believes that one of our merchants is infringing their intellectual property rights, they can send a DMCA Notice to Shoptoit's designated agent using our form. Upon receiving a DMCA Notice, we may remove or disable access to the Materials claimed to be a copyright infringement. Once provided with a notice of takedown, the merchant can reply with a counter notification using our form if they object to the complaint. The original complainant has 14 business days after we receive a counter notification to seek a court order restraining the merchant from engaging in the infringing activity, otherwise we restore the material.

12. Privacy & Data Protection

- 12.1. Shoptoit is firmly committed to protecting the privacy of your personal information. By using the Service, you acknowledge and agree that Shoptoit's collection, usage and disclosure of this personal information is governed by our [Privacy Policy](#).