

TERMS OF SERVICE

INTRODUCTION

Thank you for using Buildworks LTD's website. The terms "we", "us" and "our" refer to Buildworks LTD. The use of our website is subject to the following terms and conditions of use, as amended from time to time (the "Terms"). The Terms are to be read together by you with any terms, conditions or disclaimers provided in the pages of our website. Please review the Terms carefully. The Terms apply to all users of our website, including without limitation, users who are browsers, customers, merchants, vendors and/or contributors of content. If you access and use our website, you accept and agree to be bound by and comply with the Terms and our Privacy Policy. If you do not agree to the Terms or our Privacy Policy, you are not authorized to access our website, use any of our website's services or place an order on our website.

USE OF OUR WEBSITE

We grant you a limited personal right to use our website for non-commercial purposes. You agree to use our website for legitimate purposes and not for any illegal or unauthorized purpose or in violation of any intellectual property or privacy law. You agree not to attempt to interfere with our website's network or security features or to gain unauthorized access to our systems. You agree not to download, copy or duplicate or otherwise use any part of our website or the information it contains for any commercial purpose without our written consent. You agree not to use our product listings, images, product descriptions or prices for any commercial use or for the benefit of any third party or to use data mining tools or robots or other data gathering or extraction tools on our website. Your license to use our website will terminate if you do not comply with any of the Terms.

ACCOUNT INFORMATION

You agree to provide us with accurate personal information, such as your email address, mailing address and other contact details in order to complete your order or contact you as needed. You agree to promptly update your account and information. You authorize us to collect and use this information to contact you in accordance with our Privacy Policy.

AGE OF CONSENT

By using this site, you represent that you are at least the age of majority in your state of residence, or that you are the age of majority in your state of residence and you have given us your consent to allow any of your minor dependents to use this site. We do not sell products intended for purchase by children.

COPYRIGHT

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GENERAL CONDITIONS

We reserve the right to refuse service to anyone, at any time, for any reason. We reserve the right to make modifications to our website, including terminating, changing, suspending or discontinuing any aspect of our website at any time, without notice. We may impose additional rules or limits on the use of our website. You agree to review the Terms regularly and your continued access or use of our website will mean that you agree to any changes. You agree that we will not be liable to you or any third party for any modification, suspension or discontinuance of our website or for any service, content, feature or product offered through our website.

LINKS TO THIRD-PARTY WEBSITES

Links from or to websites outside our website are meant for convenience only. We do not review, endorse, approve or control, and are not responsible for any sites linked from or to our website, the content of those sites, the third parties named in them, or their products and services. Linking to any other site is at your sole risk and we will not be responsible or liable for any damages in connection with linking.

REVIEWS, COMMENTS AND COMMUNICATIONS

You acknowledge that you are responsible for the information, profiles, opinions, messages, comments and any other content (collectively, the “Content”) that you post, distribute or share on or through our website or services available in connection with our website. You further acknowledge that you are responsible for the Content, including but limited to its accuracy, its legality, and its trademark, copyright and other intellectual property ownership. You agree that any Content submitted by you in response to a request by us for a submission may be edited, adapted, modified, recreated, published, or distributed by us. You further agree that we are under no obligation to maintain any Content in confidence, to pay compensation for any Content or to respond to any Content. You agree that you will not post, distribute or share any Content on our website that is protected by copyright, trademark, patent or any other proprietary right without the written consent of the owner of such proprietary right. You further agree that your Content will not be unlawful, abusive or obscene nor will it contain any malware or computer virus that could affect our website’s operations. We have no responsibility and assume no liability for any Content posted by you or any third party. We reserve the right to terminate your ability to post on our website and to remove and/or delete any Content at our discretion. You consent to such removal and/or deletion and waive any claim against us for the removal and/or deletion of your Content.

PRODUCT DESCRIPTIONS, ERRORS AND OMISSIONS

We attempt to make our product descriptions and other website content as accurate as possible. However, please note that our website may contain errors or inaccuracies and may not be

complete or current. We do not represent or warrant that our product descriptions or other website content are accurate, complete, up to date or reliable. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time, without prior notice (including after an order has been submitted). Such errors, inaccuracies or omissions may relate to product description, pricing, promotion and availability and we reserve the right to cancel or refuse any order which has been submitted for products which have been given mistaken prices by us or which are not available in the quantities ordered. We do not undertake to update, modify or clarify information on our website, except as required by law.

PRICING AND AVAILABILITY

All purchases through our website are subject to product availability. We may, in our sole discretion, limit or cancel the quantities offered on our website or limit the sales of our products or services to any person, household, geographic region or jurisdiction. Prices for our products are subject to change, without notice. Prices displayed on our website are in United States dollars. We reserve the right, in our sole discretion, to refuse orders, including without limitation, orders that appear to be placed by distributors or resellers. If we believe that you have made a false or fraudulent order, we will be entitled to cancel the order and inform the relevant authorities.

DISCLAIMER AND LIMITATION OF LIABILITY – PRODUCTS, MATERIALS AND SERVICES

All products, materials and services purchased on or otherwise made available on our website are provided on an “as is” and “as available” basis, without warranties, representations or conditions of any kind, either express or implied. We do not make any representation or warranty, express or implied, as to the products, materials and services purchased or otherwise made available on our website. To the full extent permitted by law, we disclaim all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. You expressly agree that your use of such products, materials and services is at your sole risk. To the full extent permitted by law, in no event will we, or our affiliates, our or their respective content or service providers, or any of our or their respective directors, officers, agents, contractors, suppliers or employees be liable to you for any direct, indirect, special, incidental, consequential, exemplary or punitive damages, losses or causes of action, or lost revenue, lost profits, lost business or sales, or any other type of damage, whether based in contract or tort (including negligence), strict liability or otherwise, arising from your or any other person’s use of, or inability to use of the products, materials and services purchased or otherwise made available on our website.

DISCLAIMER AND LIMITATION OF LIABILITY – INFORMATION, CONTENT AND FUNCTIONS

All information, content and functions provided on or made available through our website are provided without any representation or warranty of any kind, including but not limited to warranties concerning the availability, accuracy, completeness or usefulness of any such information, content and functions, and any warranties of non-infringement, merchantability or

fitness for a particular purpose. We do not warrant that our website or its functioning or the content made available on or through it will be timely, secure, uninterrupted or error-free, that defects will be corrected, or that our website or the servers that make our website available are free of viruses or other harmful components. The use of our website and the information, content and functions provided on or made available through our website is at your sole risk and you assume full responsibility for any costs associated with such use. We will not be liable for any damages of any kind related to the use of our website or and the information, content and functions provided on or made available through it. You expressly agree that your use our website and the information, content and functions provided on or made available through it are at your sole risk. To the full extent permitted by law, we disclaim all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. To the full extent permitted by law, in no event will we, or our affiliates, our or their respective content or service providers, or any of our or their respective directors, officers, agents, contractors, suppliers or employees be liable to you for any direct, indirect, special, incidental, consequential, exemplary or punitive damages, losses or causes of action, or lost revenue, lost profits, lost business or sales, or any other type of damage, whether based in contract or tort (including negligence), strict liability or otherwise, arising from your use of, or the inability to use of this website or the information, content and functions provided on or made available through our website.

10. Indemnification

You agree to defend, indemnify and hold us and our affiliates harmless, and our and their respective directors, officers, agents, contractors, and employees against any losses, liabilities, claims, expenses (including legal fees) in any way arising from, related to or in connection with your use of our website, your violation of the Terms, or the posting or transmission of any materials on or through our website by you, including but not limited to, any third party claim that any information or materials provided by you infringe upon any third party proprietary rights.

11. Entire Agreement

The Terms and any documents expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of the Terms and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing. Both you and we acknowledge that, in entering into these Terms, neither you nor we have relied on any representation, undertaking or promise given by the other or implied from anything said or written between you and us prior to such Terms, except as expressly stated in the Terms.

12. Waiver

Our failure to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us is effective unless it is communicated to you in writing.

13. Headings

Any headings and titles in the Terms are for convenience only.

14. Severability

If any of the provisions of the Terms are determined by any competent authority to be invalid, unlawful or unenforceable, such provision will to that extent be severed from the remaining Terms, which will continue to be valid and enforceable to the fullest extent permitted by law.

15. Governing Law

Any disputes arising out of or relating to the Terms, the Privacy Policy, use of our website, or our products or services offered on our website will be resolved in accordance with the laws of the province of Ontario without regard to its conflict of law rules. Any disputes, actions or proceedings relating to the Terms or your access to or use of our website must be brought before the courts of the province of Ontario and you irrevocably consent to the exclusive jurisdiction and venue of such courts.

PRIVACY POLICY

WHAT INFORMATION DO WE COLLECT?

When you browse our store, we also automatically receive your computer's internet protocol (IP) address in order to provide us with information that helps us learn about your browser and operating system. We also may receive information about your device, including its location and its unique identifier.

COOKIES

Cookies are packets of data. When you visit our website, our server sends a cookie to your device. Your device stores it in a file located in your web browser. The purpose of a cookie is to track your activity on our website. For example, cookies keep track of the items which you place in your shopping cart. You can prevent your browser from accepting cookies. To find out how, use the Help feature on your browser. Because cookies enable you to take advantage of the features on our site, we recommend that you leave them turned on.

WHAT DO WE DO WITH YOUR INFORMATION

We do not use your data for any proprietary, unsanctioned purposes – business related or otherwise.

CONSENT

If we ask for your personal information for a secondary reason, like marketing, we will either ask you directly for your express consent, or provide you with an opportunity to say no.

You may withdraw your consent for us to contact you, or for the continued collection, use or disclosure of your information, at any time, by contacting us at administration@walltape.com.

DISCLOSURE

We may disclose your personal information if we are required by law to do so or if you violate our Terms of Service.

THIRD-PARTY SERVICES

In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us.

However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions.

For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers.

In particular, remember that certain providers may be located in or have facilities that are located in a different jurisdiction than either you or us. So if you elect to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located.

Once you leave our website or are redirected to a third-party website or application, you are no longer governed by this Privacy Policy or our website's Terms of Service.

When you click on links on our site, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.

SECURITY

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

If you provide us with your credit card information, the information is encrypted using secure socket layer (SSL) technology which stores it on a secure server behind a firewall. Although no method of transmission over the Internet or electronic storage is 100% secure, we follow all PCI-DSS requirements.

If you are using a shared computer, be sure to sign off when you are finished. Otherwise, a subsequent user of the same computer may get unauthorized access to your account, change your password or personal information, and/or make purchases without your consent.

CHANGES TO THIS PRIVACY POLICY

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

If our site is acquired or merged with another company, your information may be transferred to the new owners so that they or we may continue to sell products to you.

QUESTIONS AND CONTACT INFORMATION

If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information contact our Privacy Compliance Officer at bob@materialsandtools.com