

Website Terms & Conditions

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In its sole discretion, in addition to any other rights or remedies available to Canadian Tire and without any liability whatsoever, Canadian Tire at any time and without notice may terminate or restrict your access to any component of canadiantire.ca.

User name and password

Your canadiantire.ca website account may be accessed only by use of your login name and password. You are solely responsible and liable for any use and misuse of your login name and password and for all activities that occur under your login name and password. For security reasons, you must keep your login name and password confidential and not disclose them to any person or permit any other person to use them, except an authorized Canadian Tire representative. Canadian Tire recommends that you choose a password that is unique to you and not easily guessed by others. You should change your password on a regular basis, and you must log out at the end of each session.

All login names and passwords remain the property of Canadian Tire, and may be cancelled or suspended at any time by Canadian Tire without any notice or liability to you or any other person. Canadian Tire is not under any obligation to verify the actual identity or authority of the user of any login name or password.

You must immediately notify Canadian Tire of any unauthorized use of your login name or password, or if you know or suspect that your login name or password has been lost or stolen, has become known to any other person, or has been otherwise compromised.

Privacy

You have read the Canadian Tire [Privacy Policy](#), the terms of which appear on canadiantire.ca and are incorporated into these Terms and Conditions, and agree that the terms of such policy are reasonable. You consent to the collection, use and disclosure of your personal information by Canadian Tire and/or Third Parties in accordance with the terms of and for the purposes set forth in the Canadian Tire Privacy Policy and the consent associated with the original access of the [website] ("Panellist Consent").

Feedback

Canadian Tire enables visitors to canadiantire.ca to provide Canadian Tire with feedback ("Customer Content"). Subject to the Canadian Tire Privacy Policy and the Panellist Consent, if you provide Customer Content you grant Canadian Tire a non-exclusive, royalty-free, perpetual,

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In no event shall Canadian Tire or any of the Third Parties be liable for any injury, loss, claim, damage, or any special, exemplary, punitive, direct, indirect, incidental or consequential damages of any kind (including, but not limited to lost profits or lost savings), whether based in contract, tort, strict liability, or otherwise, which arises out of or is in any way connected with any use of canadiantire.ca or content found herein, the operation of the web site, or any failure or delay in the operation of the website (including, but not limited to the inability to use any component of canadiantire.ca for purchases) even if advised of the possibility of damages.

Maximum liability

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functions or uses of canadiantire.ca or its content, the liability of Canadian Tire and the Third Parties shall in no event exceed in the aggregate \$250 CAD.

Indemnification

You shall indemnify and save harmless Canadian Tire and the Third Parties and their respective officers, directors, employees, consultants, representatives and agents from and against any claim, cause of action or demand, including without limitation reasonable legal, accounting and other professional fees, brought as a result of your use of canadiantire.ca.

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Relationships

The relationship between Canadian Tire and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other as a result of these Terms and Conditions or your use of canadiantire.ca.

Governing laws

This Agreement and its performance shall be governed by the laws of the Province of Ontario, Canada. You consent and submit to the exclusive jurisdiction of the courts located in the City of Toronto, in the Province of Ontario, Canada, in all disputes arising out of or relating to the use of canadiantire.ca and these Terms and Conditions.

Additional terms

Additional terms and conditions may apply to specific web site functions available on canadiantire.ca. [NTD – remove?]

Severability

These Terms and Conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the

fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

Headings

The headings used in these Terms and Conditions are included for convenience only and will not limit or otherwise affect these Terms and Conditions.

Entire agreement

These Terms and Conditions, together with those incorporated or referred to herein, constitute the entire agreement between us relating to the subject matter hereof, and supersede any prior understandings or agreements (whether electronic, oral or written) regarding the subject matter, and may not be amended or modified except by Canadian Tire as set forth above.

English language

The parties have requested that these Terms and Conditions and all documents contemplated hereby be drawn up in English. Les parties aux présentes ont exigé que cette entente et tous autres documents envisagés par les présentes soient rédigés en anglais.