

Shopify brought to you by Rogers

The following terms apply to your purchase of Shopify brought to you by Rogers, provided by Rogers' supplier, Shopify Inc.

1. Scope of Products and Services. Rogers licenses the e-commerce storefront services provided by Shopify Inc. to you on a monthly or annual basis, as more fully described in the Materials ("Shopify by Rogers"). The Shopify by Rogers services currently entail a basic storefront license which allows the Customer to create and maintain an online webstore for their products and/or services for a monthly recurring charge. The Customer also has the option to purchase directly from Shopify certain additional services such as payment gateway services, pre-determined storefront themes or the professional services of a Shopify expert, for an additional fee.
2. License. Rogers grants Customer a non-exclusive, non-transferable, worldwide and limited right to access and use Shopify by Rogers. These rights are (a) non-perpetual unless explicitly stated otherwise and (b) conditional on Customer's continued compliance with these Terms.

Rogers grants Customer licenses for the number of storefronts of Shopify by Rogers that Customer ordered.
3. Limitations on Use. Customer may not reverse engineer, decompile or disassemble any Shopify by Rogers software, except where applicable law permits it despite this limitation. Customer may not reproduce, duplicate, rent, lease, lend, resell, or host to or for third parties any Shopify by Rogers Services, except as expressly permitted in these Terms. Each storefront license entitles the Customer to create a single storefront. In downloading or using Shopify by Rogers, Customer may require certain hardware and may utilize certain bandwidth, for which the cost and responsibility will be borne entirely by the Customer.
4. Account Terms. (i) You must be 18 years or older to use the Shopify by Rogers Service. (ii) You must

likewise provide your full legal name, current address, a valid email address, and any other information needed in order to complete the Shopify by Rogers signup process. (iii) You are responsible for keeping your Shopify by Rogers password secure. Rogers cannot and will not be liable for any loss or damage from your failure to maintain the security of your account and password. (iv) You may not use the Shopify by Rogers 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) as well as the laws of Canada and the Province of Ontario. (v) You are responsible for all activity and content (data, graphics, photos, links) that is uploaded under your Shopify by Rogers account. (vi) You must not transmit any worms or viruses or any code of a destructive nature. (vii) A breach or violation of any provision of this Section 104, as determined in the sole discretion of Rogers, will result in an immediate termination of your Shopify by Rogers Services.

5. General Conditions for Shopify by Rogers. (i) Rogers reserves the right to modify or terminate the Shopify by Rogers Service without notice for any reason, including but not limited to, the breaking of these Terms, including the privacy policy, or Rogers' Acceptable Use Policy. Rogers reserves the right to refuse service to anyone for any reason at any time. Your use of the Shopify by Rogers Service is at your sole risk. The Shopify by Rogers Service is provided on an "as is" and "as available" basis without any warranty or condition, express, implied or statutory. (ii) Rogers does not warrant that the Shopify by Rogers Services will be uninterrupted, timely, secure, or error-free. (iii) Rogers does not warrant that the results that may be obtained from the use of the Shopify by Rogers Services will be accurate or reliable. (iv) You understand that your content (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. (v) Rogers may, but has no obligation to, remove content and accounts containing content that we determine in our sole

discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms. (vi) Rogers does not warrant that the quality of any products, services, information, or other material purchased or obtained by you through the Shopify by Rogers Services will meet your expectations, or that any errors in the Shopify by Rogers Services will be corrected. (vii) You agree to indemnify and hold Rogers and (as applicable) our parent, subsidiaries, affiliates, Rogers' partners, officers, directors, agents, and employees, 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 or the documents they incorporate by reference, or your violation of any law or the rights of a third party. (viii) Verbal or written abuse of any kind (including threats of abuse or retribution) of any Shopify by Rogers customer, Rogers employee, member, or officer will result in immediate account termination. (ix) Rogers does not claim any intellectual property rights over the material you provide to the Shopify by Rogers Service. All material you upload remains yours. You can remove your Shopify by Rogers store at any time by deleting your account. This will also remove from public view all content you have stored on the Shopify by Rogers Service. (x) By uploading images and item description content to Shopify.com, you agree to allow other internet users to view them and you agree to allow Shopify by Rogers to display and store them and you agree that Rogers can, at any time, review all the content submitted by you to its Shopify by Rogers Service. You retain ownership over all content that you submit to a Shopify by Rogers store however, by making your store public, you agree to allow others to view your content. (xi) You shall not purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use "Shopify" or Shopify trademarks and/or variations and misspellings thereof. (xii) Rogers does not pre-screen content and it is in its sole discretion to refuse or remove any content that is available via the Shopify by Rogers Services. (xiii) Commercially reasonable efforts will be made to continually enhance your Shopify by Rogers Services and improve their functionality but Rogers reserves

the right at any time to time to modify or discontinue the Shopify by Rogers Service (or any part thereof) with or without notice. (xiv) Rogers shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Shopify by Rogers Services.

6. Theme Store Conditions. (i) You may modify the appearance of your Shopify by Rogers store with a Theme from the Theme Store. Shopify by Rogers customers will contract directly with Shopify, Inc. for any Themes, and such purchase may be subject to additional conditions. (ii) If you download a Theme, you are licenced to use it for a single store only. You are free to transfer a Theme to a second one of your own stores if you close your first store. You are not permitted to transfer or sell a Theme to any other person's store on Shopify by Rogers or elsewhere. Multiple stores require multiple downloads, paying the purchase price each time. (iii) Shopify by Rogers may modify the Theme where it contains, in our sole discretion, an element that may be unlawful, offensive, threatening, defamatory, pornographic, obscene, or otherwise objectionable, or that violates any person's intellectual property, even if you received the Theme in that condition. (iv) Technical support for a Theme is the responsibility of the designer, and Rogers accepts no responsibility to provide such support. (v) It is the responsibility of the Customer, and not Rogers, to ensure that the installation of a new Theme does not overwrite or damage the current or pre-existing theme, or UI, of the Customer's store.
7. Shopify Experts Conditions. (i) Shopify Experts is an online directory of independent third parties ("Experts") that can help you build and operate your Shopify by Rogers store. Shopify by Rogers customers will contract directly with Shopify, Inc. for any Experts, and such purchase may be subject to additional conditions. Rogers does not employ Experts and is in no way affiliated with Experts. (ii) Rogers does not endorse Experts and takes no responsibility for any work performed by Experts or failure to fulfill a work order. Links to websites of Experts, announcements about services or offers, and responses

to email inquiries regarding Experts, are provided solely for informational purposes and shall not be construed or imply permission, or an affiliation, position regarding any issue in controversy, authentication, appraisal, sponsorship, nor a recommendation or endorsement of any website, product, service, activity, business, organization, or person, and any offers, products, services, statements, opinions, content or information on any linked third-party website. (iii) Under no circumstances shall Rogers be liable for any direct, indirect, incidental, special, consequential, exemplary or other damages whatsoever, including, without limitation, any direct, indirect, incidental, special, consequential, exemplary or other damages that result from any contractual relationship between you and Experts. These limitations shall apply even if Rogers has been advised of the possibility of such damages. The foregoing limitations shall apply to the fullest extent permitted by law.

8. Optional Tools Conditions. (i) Shopify by Rogers may provide you with access to third party tools over which Rogers nor its supplier neither monitors nor has any control or input. (ii) You acknowledge and agree that Shopify by Rogers provides access to such tools "as is" without any warranties, representations or conditions of any kind and without any endorsement. Rogers and its supplier shall have no liability whatsoever arising from or relating to your use of optional third party tools. (iii) Any use by you of optional tools offered through the Shopify by Rogers site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve the terms on which tools are provided by the relevant third party provider(s). (iv) Rogers strongly recommends that Customer seeks specialist advice before using or relying on certain tools. In particular, tax calculators should be used for reference only and not as a substitute for independent tax advice when assessing the correct tax rates Customer should charge Shopify by Rogers end users.
9. Privacy. In addition to the provisions of Section 34 of these Terms, the Customer acknowledges and agrees to comply with the Shopify Privacy Policy

(available here: <http://www.shopify.com/legal/privacy>) Additionally, in setting up its storefront, Customer agrees to create a storefront privacy policy (either by importing Customer's own policy or by using the template provided by Shopify) that complies with the Privacy Laws of the Customer's jurisdiction, and agrees to act in accordance with such storefront privacy policy in its treatment of all storefront end-user information. In the event that the Customer fails to comply with the required privacy legislation, Customer releases and indemnifies Rogers from any and all third party suits or damages incurred by Rogers as a result of such non-compliance.

10. Cancellation and Termination. (i) You may cancel your Shopify by Rogers account at any time by deleting your account on the Rogers Service for Business platform or by calling the support number provided on such site. Once your account is cancelled all of your content will be immediately deleted from the Shopify by Rogers website. Since deletion of all data is final, please be sure that you do in fact want to cancel your Shopify by Rogers account before doing so. (ii) Without limiting any other remedies, Rogers may suspend or terminate your Shopify by Rogers account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the Shopify by Rogers site.
11. Service Availability and Limitations. Office 365 delivered by Rogers is not available to residents of Quebec and residents of Quebec are excluded from purchasing Office 365 delivered by Rogers.