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# **CSTORE LIFE GENERAL TERMS & CONDITIONS**

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## **Disclaimer**

CStore Life Inc. (herein referred to as "Cstore Life") provides an Internet web site featuring a virtual convenience store referred to as VStore. Your use of this web site is subject to the following terms and conditions. Your use of CStore Life's web site constitutes acceptance of these terms.

## **Use of Materials on CStore Life's Web Site**

Cstore Life maintains a web site for your information, education, training and personal entertainment. The trademarks, service marks, brand identities, titles, characters, trade names, graphics, designs, copyrights and other properties appearing within CStore Life's web site are protected intellectual properties of advertisers and suppliers to the Canadian convenience store industry. These properties may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way, without written permission from the advertisers and suppliers who participate in the Vstore. Nothing contained herein shall be construed as conferring any license or right under any copyright or other intellectual property right.

## **Registration to become member of VStore Community**

CStore Life wants to maintain the security of its VStore member accounts. Each registrant to the VStore agrees to the following rules and responsibilities of becoming a member of the VStore Community.

- A registering VStore member will not provide any false personal information, or create an account for anyone other than yourself without permission.
- A registering VStore member will not create more than one personal profile.
- If CStore Life disables your account, you will not create another one without CStore Life's permission.
- A registered VStore member will not use your personal profile for your own commercial gain.
- A registering VStore member will not join or use Vstore if you are under 14.
- As a registered VStore member, you will keep your contact information accurate and up-to-date.
- As a registered VStore member, you will not share your password, (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.
- As a registered VStore member, you will not transfer your account.

If you select a username for your account, CStore Life reserve the right to remove or reclaim it if CStore Life believes it appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name or offensive usernames as identified by CStore Life and or it VStore Community members.

## **Code of Conduct as a Member of VStore Community**

CStore Life wants to maintain the safety of the VStore community and CStore Life will do its best to keep VStore safe, but CStore Life cannot guarantee it. To help improve safety of the VStore community, registered members of VStore must adhere to the following Code of Conduct described below:

1. You will not send or otherwise post unauthorized commercial communications (such as spam, product advertising, service advertising) in the VStore.

2. You will not collect users' content or information, or otherwise access VStore, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.
3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, in the VStore.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any VStore member.
7. You will not post content that: is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
8. You will not develop or operate a third-party application containing age-restricted content or other mature content (including advertisements).
9. You will not offer any contest, giveaway, or sweepstakes ("promotion") in the VStore.
10. You will not use VStore to do anything unlawful, misleading, malicious, or discriminatory.
11. You will not do anything that could disable, overburden, or impair the proper working of VStore, such as a denial of service attack.
12. You will not facilitate or encourage any violations of this Statement.

## **Your Communications to CStore Life**

CStore Life wants to hear from registered members of VStore and what they think about the web site services. However, in your communications with CStore Life, please keep in mind that CStore Life does not accept or consider any creative ideas or suggestions relating to services, marketing plans or strategy unless it has specifically requested them. CStore Life has many ideas and concepts in various development stages and CStore Life wants to avoid any dispute of ownership of ideas and or concepts by soliciting creative ideas from its registered members.

If you choose to forward or transmit to CStore Life's web site by electronic mail or otherwise any suggestion type communication or material, including any personal data, questions or answers, comments, suggestions, or the like, will be treated as non-confidential and non-proprietary. Furthermore, CStore Life is free to use any ideas or concepts contained in any communication you send to CStore Life's web site for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services using such information.

## **Technical Disclaimer**

The material in this website could include technical inaccuracies or other errors. Your use and browsing of CStore Life's web site is at your risk. Neither CStore Life nor any other party involved in creating, producing, or delivering CStore Life's web site shall be liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, CStore Life's web site. CStore Life does not warrant that the functional aspects of CStore Life's web site will be uninterrupted or error free or that this website or the server that makes it available are free of viruses or other harmful components. Without limiting the foregoing, everything on CStore Life's web site is provided to you "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON INFRINGEMENT. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. CStore Life reserves the right to make changes to CStore Life's web site at any time without notice.

## **Links**

CStore Life has not reviewed all of the sites linked to CStore Life's web site and is not responsible for the contents of any off-site pages or any other sites linked to CStore Life's web site. The inclusion of any link to such sites does not imply endorsement by CStore Life of the site. Your linking to any other off-site pages or other sites is at your own risk. You may link your personal, non-commercial site to us. However, CStore LIFE reserves the right to refuse any request, for any reason we consider not to be in the best interest of our web site and their registered and non-registered users. CStore Life links to organizations which are business-related

only. Before making any link, CStore Life will review the overall content of the prospective web site. CStore Life reserves the right not to link, or remove the link, to a particular site at anytime.

## **General Provisions**

CStore Life may revise these terms from time to time by updating or revising this posting, with the revised terms taking effect as of the date of its posting.

## **Copyrights**

You should assume that everything you see or read on CStore Life's web site is copyrighted unless otherwise noted and may not be used except as provided in these Terms and Conditions or in the text on CStore Life's web site without the written permission of CStore Life. CStore Life neither warrants nor represents that your use of materials displayed on CStore Life's web site will not infringe rights of third parties not owned by or affiliated with CStore Life. Images, photographs, or illustrations displayed on CStore Life's web site are either the property of, or used with permission by, CStore Life. The use of these materials by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms and Conditions or specific permission provided elsewhere on CStore Life's web site. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

## **Trademarks**

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## **Definitions**

"CStore Life" is a protected trademark owned by CStore Life Inc., incorporated in Canada and maintains its offices in Oakville, Ontario.

"VStore" is a web-based virtual convenience store that provides content from suppliers to the Canadian convenience store industry. Access to this VStore content is made possible only through a registration and acceptance process conducted and approved by CStore Life.

"Members" means registrants that have been accepted by CStore Life as being qualified with respect to age, interest, and or store employment in the Canadian convenience store industry.

"Content" means any information found in the Vstore web properties.

## **Other**

This Statement makes up the entire agreement between the registered members of VStore, and supersedes any prior agreements.

If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.

If we fail to enforce any of this Statement, it will not be considered a waiver.

Any amendment to or waiver of this Statement must be made in writing by CStore Life. VStore members will not transfer any of their rights or obligations under this Statement to anyone else without CStore Life's consent.

All of Cstore Life's rights and obligations under this Statement are freely assignable by Cstore Life in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

Nothing in this Statement shall prevent CStore Life from complying with the law.

This Statement does not confer any third party beneficiary rights.