**SARABEL ENTERPRISES LTD.**

**WEBSITE TERMS AND CONDITIONS**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE.**

The following terms and conditions, and all documents referenced in it, (collectively, the “**Terms and Conditions**”), set out the terms and conditions that apply to your use of https://www.sarabelenterprises.com/ (the “**Website**”). Your access and use of the Website constitutes your agreement to be bound by these Terms and Conditions, which establishes a contractual relationship between you and Sarabel Enterprises Ltd. (“**Sarabel Enterprises**”). If you do not agree with these Terms and Conditions, you may not access or use the Website.

**Note that all of the Terms and Conditions below are subject to the laws of the place where you live, and some of them might not be binding on you under those laws.**

Sarabel Enterprises may, in its sole discretion and for any reason, modify, supplement or amend these Terms and Conditions without any notice or liability to you or any other person, by posting revised Terms and Conditions on the Website. Your continued use of the Website signifies your acceptance of any revised Terms and Conditions, so check back frequently to read the most recent version.

# Ownership.

The Website URL, its design, all text, graphics, content, video, audio and the selection and arrangement of the Website are the property of Sarabel Enterprises, and/or its various subsidiaries, affiliates, third party providers and distributors (“**Third Parties**”), and are protected under the copyright laws of Canada and other countries. None of the content found on the Website may be reproduced, republished, distributed, displayed, sold, transferred, or modified without the express written permission of Sarabel Enterprises or the applicable Third Parties.

Sarabel Enterprises, the Website, and all other related trademarks and design marks displayed on the Website (collectively, the “**Trademarks**”) are registered and common law trademarks of Sarabel Enterprises. Other trademarks and design marks appearing on the Website are trademarks of their respective owners. Nothing contained on the Website should be construed as granting, by implication or otherwise, any license or right to use any trademarks, including the Trademarks, except with the express written permission of Sarabel Enterprises or the other party that may own the applicable trademarks.

# Copyright.

All content included on the Website, such as text, graphics, logos, button icons, images, audio and video clips, is the property of Sarabel Enterprises or its content suppliers and protected by Canadian and international copyright laws. The compilation of all content on the Website is the exclusive property of Sarabel Enterprises and protected by Canadian and international copyright laws. All software used on the Website is the property of Sarabel Enterprises or its software suppliers and protected by Canadian and international copyright laws.

# Use of Site.

You may use the Website only if you have reached the age of majority where you live and can form legally binding contracts under applicable law. You may not use the Website if you live in a jurisdiction where access to or use of the Website or any part of it may be illegal or prohibited. It is solely your responsibility to determine whether your use of the Website is lawful, and you must comply with all applicable laws. Sarabel Enterprises reserves the right, but not the obligation, to request proof of identification and age.

Neither the Website nor its contents may be, in whole or in part, copied, reproduced, republished, uploaded, posted, transmitted or distributed without the written permission of Sarabel Enterprises. Unauthorized use of the Website and/or the content contained on the Website may violate applicable copyright, trademark or other intellectual property laws or other laws. You are not permitted to engage in: (a) any resale or commercial use of the Website or its contents; (b) any collection and use of any product listings, descriptions, or prices; (c) any derivative use of the Website or its contents; (d) any downloading or copying of account information from the Website for the benefit of another merchant; or (e) any use of data mining, robots, or similar data gathering and extraction tools on the Website.

You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead Sarabel Enterprises with respect to any information you provide. Sarabel Enterprises reserves the right (but not the obligation) to remove or edit such content, but does not regularly review such content.

In its sole discretion, in addition to any other rights or remedies available to Sarabel Enterprises and without any liability whatsoever, Sarabel Enterprises may at any time and without notice terminate or restrict your access to any component of the Website.

# Account Set-Up.

In order to access or utilize certain aspects of the Website, you may be required to establish and maintain an account (your “**Account**”). Your Account may be accessed only by use of your login name and password. You are solely responsible and liable for any use or misuse of your Account, login name and password, and for all activities that occur under them. 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 representative of Sarabel Enterprises. Sarabel Enterprises 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 should log out at the end of each session. All Accounts, login names and passwords remain the property of Sarabel Enterprises, and may be cancelled or suspended at any time by Sarabel Enterprises without liability to you or any other person. Sarabel Enterprises 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 Sarabel Enterprises 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 acknowledge that you have read Sarabel Enterprises’ Privacy Policy (available at: <https://www.sarabelenterprises.com/> (the “**Privacy Policy**”) the terms of which are incorporated into these Terms and Conditions, and you agree that the terms of the Privacy Policy are reasonable. You consent to the collection, use and disclosure of your personal information by Sarabel Enterprises in accordance with the terms of and for the purposes set out in the Privacy Policy.

You understand that Sarabel Enterprises may monitor and track your usage of the Website and your transaction history, including after the termination of your Account. You acknowledge that, subject to the Privacy Policy, Sarabel Enterprises may disclose information relating to your use of, or access to, your Account and the Website that is necessary to satisfy any law, regulation, governmental or other lawful request from any applicable jurisdiction.

# Feedback, Questions and Comments.

Sarabel Enterprises enables users of the Website to provide Sarabel Enterprises with feedback, questions and/or comments by email or otherwise (“**Customer Content**”). If you provide Customer Content you grant Sarabel Enterprises a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, delete, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display that Customer Content throughout the world in any media, now known or later developed, for any purpose whatsoever, commercial or otherwise, without providing compensation to you or any other person, without any liability whatsoever, and free from any obligation of confidence, and you waive any and all moral rights in the Customer Content. You also grant Sarabel Enterprises the right to use the name you submit with the Customer Content, if any, in connection with Sarabel Enterprises’ rights set out in this section.

# Pricing Policy.

All prices quoted are payable in the currency of the country from which you access the Website and do not include shipping charges, importation charges, duties and, unless otherwise stated, do not include applicable taxes.

The Website may offer limited-time sales values, special buys and items at Sarabel Enterprises’ regular prices. Regular prices shown are the prices at which the products have been sold by Sarabel Enterprises as of the date of issuance indicated. Limited-time sales or special buys may be subject to terms or limitations in addition to these Terms and Conditions. Sarabel Enterprises reserves the right to limit quantities, reject, correct, cancel or refuse orders, and to terminate Accounts, in its discretion, including, without limitation, if Sarabel Enterprises believes that customer conduct violates applicable law or is harmful to the interests of Sarabel Enterprises or any Third Parties, or for any reason whatsoever.

# Payment.

Sarabel Enterprises may offer you the ability to pay the purchase price for your items and all applicable taxes, and shipping fees (collectively, the “**Charges**”) online with a credit card, debit card or such other payment method as you designate in your Account. All payments are facilitated through a third party payment processor. Sarabel Enterprises will not collect, store or retain any payment information you provide for any purpose other than facilitation of these transactions and future communications with you in respect of your purchase. You represent and warrant to Sarabel Enterprises that you are the authorized owner of any credit card, debit card or other payment method that you provide in respect of your Account, and you authorize and direct the third party payment processor(s) to charge all Charges applicable in respect of your purchase to such credit card, debit card or other payment method. All payment information that you provide in connection with your purchase or for use in connection with your Account must be accurate, complete, and current to ensure your transaction is properly completed. Your purchase will only be complete once the third party processor has received full payment of the Charges. Charges are set by Sarabel Enterprises and will be disclosed to you prior to making your purchase.

# Liability Disclaimer – READ THE FOLLOWING CAREFULLY.

EXCEPT AS EXPLICITLY PROVIDED IN THESE TERMS AND CONDITIONS, AS AMENDED FROM TIME TO TIME, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SARABEL ENTERPRISES AND THE THIRD PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE WEBSITE AND/OR ANY CONTENT OR PRODUCTS PROVIDED ON OR PURCHASED THROUGH THE WEBSITE, ALL OF WHICH ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. SARABEL ENTERPRISES EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE WEBSITE, ITS CONTENT OR DATA, AND ANY PRODUCTS OFFERED ON THE WEBSITE, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OR IMPLIED CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

SARABEL ENTERPRISES AND THE THIRD PARTIES DO NOT WARRANT OR GUARANTEE: (A) THE ACCURACY, COMPLETENESS, CORRECTNESS, CURRENCY, RELIABILITY, TIMELINESS, USEFULNESS OR SUITABILITY OF THE WEBSITE OR ANY OF THE INFORMATION, CONTENT, PRODUCTS PURCHASED ON OR DATA DOWNLOADED, FOUND OR OTHERWISE OBTAINED FROM THE USE OF THE WEBSITE; (B) THE INFORMATION, CONTENT, PRODUCTS PURCHASED OR DATA OBTAINED FROM THE WEBSITE; (C) THAT THE USE OF THE WEBSITE OR ANY INFORMATION, CONTENT, PRODUCTS OR DATA ON OR OBTAINED FROM THE USE OF THE WEBSITE WILL MEET ANY USER REQUIREMENTS; (D) THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (E) THAT THE INFORMATION, CONTENT, PRODUCTS OR DATA AVAILABLE ON OR FROM THE WEBSITE WILL BE FREE OF INFECTIONS, VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT COULD BE HARMFUL TO YOUR COMPUTER SYSTEM.

YOU ACKNOWLEDGE AND AGREE (I) THAT YOUR USE OF THE WEBSITE AND ANY MATERIAL, PRODUCTS, INFORMATION OR DATA DOWNLOADED OR OTHERWISE PURCHASED OR OBTAINED THROUGH THE USE OF THE WEBSITE IS AT YOUR SOLE DISCRETION AND RISK, AND (II) THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE YOU MAY SUSTAIN, WHETHER RELATING TO (A) YOUR COMPUTER SYSTEM, OR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL, INFORMATION OR DATA, (B) YOUR RELIANCE ON ANY INFORMATION OR DATA OBTAINED AS A RESULT OF YOUR USE OF THE WEBSITE, (C) YOUR USE OF ANY PRODUCT PURCHASED THROUGH THE USE OF THE WEBSITE, OR (D) ANY OTHER FORM OF DAMAGE THAT MAY BE INCURRED. IN NO EVENT WILL SARABEL ENTERPRISES OR THE THIRD PARTIES BE LIABLE FOR THE CONDUCT OF USERS OF THE WEBSITE.

# Maximum Liability.

IF SARABEL ENTERPRISES OR ANY OF THE THIRD PARTIES SHOULD BE FOUND LIABLE FOR ANY LOSS OR DAMAGE WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH ANY OF THE FUNCTIONS OR USES OF THE WEBSITE OR ITS CONTENT, OR ANY OF THE PRODUCTS OFFERED ON THE WEBSITE, THE LIABILITY OF SARABEL ENTERPRISES AND THE THIRD PARTIES WILL IN NO EVENT EXCEED IN THE AGGREGATE THE AMOUNT PAID BY YOU UNDER THESE TERMS AND CONDITIONS FOR THE SPECIFIC PRODUCT TO WHICH THE LOSS OR DAMAGE RELATES.

IN NO EVENT WILL SARABEL ENTERPRISES OR ANY OF THE THIRD PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF USE, DATA, INFORMATION, OR PROFITS OR BUSINESS INTERRUPTION, OR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR PERFORMANCE OF THE WEBSITE, ANY LINKED WEBSITE, OR ANY INFORMATION, CONTENT OR DATA, OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF YOUR USE OR INABILITY TO USE THE WEBSITE OR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON ANY INFORMATION OR MATERIALS PROVIDED ON THE WEBSITE, AND/OR ANY ERRORS OR OMISSIONS IN SUCH CONTENT, WHETHER SUCH DAMAGES ARE BASED IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SARABEL ENTERPRISES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

# Indemnification.

YOU WILL INDEMNIFY, DEFEND AND HOLD HARMLESS SARABEL ENTERPRISES AND THE THIRD PARTIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, REPRESENTATIVES AND AGENTS FROM AND AGAINST ANY LOSSES, CLAIMS, DAMAGES, CAUSES OF ACTION OR DEMANDS, INCLUDING WITHOUT LIMITATION REASONABLE LEGAL, ACCOUNTING AND OTHER PROFESSIONAL FEES, ARISING FROM OR RELATED TO: (A) YOUR USE OF AND RELIANCE ON THE WEBSITE; (B) YOUR USE OF AND RELIANCE ON ANY MATERIAL, INFORMATION, DATA, PRODUCTS OR OTHER CONTENT DOWNLOADED OR OTHERWISE OBTAINED FROM THE WEBSITE; OR (C) YOUR VIOLATION OF THESE TERMS AND CONDITIONS.

# Shipping, Risk of Loss.

If Sarabel Enterprises has your product(s) in stock, it will email you a shipping notice confirming that the item(s) have shipped and are en-route to you. Products that are in stock will ship within one (1) to two (2) business days from the date of your order. Notwithstanding the foregoing, orders placed on Saturdays, Sundays or on statutory holidays in Ontario, Canada, will be shipped on the following business day. Out-of-stock orders will ship within one (1) to two (2) business days from the date the item(s) are back in stock, and will be shipped to the valid address you provide to Sarabel Enterprises. Please note that Sarabel Enterprises does not ship to P.O. boxes. Shipping charges are non-refundable. Sarabel Enterprises will send you the shipping notice once the items are back in stock and have been shipped. The risk of loss and title for purchased items will pass to you upon Sarabel Enterprises’ delivery to the carrier. Shipping costs quoted on the Website are based on the size and weight dimensions of the product(s) included in your order. Any shipping costs quoted on the Website are determined by the carrier in its sole discretion. Any parcel tracking services, if offered, are provided by the carrier in its sole discretion and subject to the carrier’s terms and conditions. For clarity, Sarabel Enterprises does not warrant or guarantee delivery times or parcel tracking services for any order.

Any advertisements on the Website are invitations to you to make offers to purchase products on the Website and are not offers to sell. Your properly completed and delivered order form constitutes your offer to purchase the products referenced in your order. Your order will be deemed to be accepted once you have confirmed your purchase, by clicking “PURCHASE”, on the order confirmation screen. That confirmation constitutes Sarabel Enterprises’ acceptance of your order and forms a legally binding contract with Sarabel Enterprises. The total price of your order will be charged to your credit card, debit card or other designated payment method when you have provided such confirmation. If you wish to cancel an order, you may request a cancellation by contacting Sarabel Enterprises at davebelchamber@sarabelenterprises.com or by other means of communication listed on the Contact Us page on the Website. However, if Sarabel Enterprises does not receive and process your cancellation request before it ships your order, your cancellation request may not be effective.

# Returns.

Unless otherwise explicitly stated, all products sold by Sarabel Enterprises on or through the Website are final and non-refundable once shipped. If you receive damaged or incomplete products, please contact Sarabel Enterprises at davebelchamber@sarabelenterprises.com or through the Contact Us page on the Website within thirty (30) days following shipment of your purchase. If you receive your purchase with damaged contents you will need to include dated photographic evidence documenting the damaged product in order to receive a replacement product, subject to Sarabel Enterprises’ inspection and acceptance, in its sole discretion, of such evidence.

# Accuracy of Information.

Sarabel Enterprises relies on the information you provide through the Website, including registration information (name and email address), payment information (credit card and debit card numbers and expiration dates), and transaction-related information, which must be true, accurate, current and complete. You will be solely responsible and liable for any and all loss, damage, and additional costs that you, Sarabel Enterprises or any other person may incur as a result of your submission of any false, incorrect or incomplete information or your failure to update your registration information and payment information within thirty (30) days of any change. For certainty, you are responsible to provide a deliverable address for the shipment of your order.

# Links/Software.

The Website may, from time to time, contain links to websites owned or operated by other entities which are not associated or affiliated with Sarabel Enterprises or the Third Parties. These links are provided solely as a convenience to you and the inclusion of any link does not imply endorsement, investigation or verification by Sarabel Enterprises or the Third Parties of the linked website or information contained in the linked website, or of their security or privacy practices. Sarabel Enterprises and the Third Parties will not be responsible for the content of any other linked websites and makes no representation or warranty regarding any other websites or the contents on those websites. If you decide to access other websites, you do so at your own risk.

Linking to any other website is at your sole risk and Sarabel Enterprises will not be responsible or liable for any damages in connection with such linking. In addition, Sarabel Enterprises does not endorse or approve of any websites linked from or to the Website, except for other websites operated by Sarabel Enterprises.

You may not gather, extract, reproduce and/or display on any other non-Sarabel Enterprises website, any material on or from the Website, whether or not by the use of spiders or other ‘screen scraping’ software or system used to extract data without the express consent of Sarabel Enterprises.

# Survival.

Sections 9, 10, 11, 16, 18, 20, and any other sections which by their nature survive the termination or expiration of these Terms and Conditions and/or your access to and/or use of the Website will survive any termination or expiration thereof.

# Relationship Between the Parties.

The relationship between Sarabel Enterprises and you will be that of independent contractors, and neither party nor any of their 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 the Website.

# Governing Laws, Jurisdiction.

These Terms and Conditions are governed by the laws of the Province of Ontario and the laws of Canada applicable therein without regard to any conflict of laws provisions. You expressly consent to the exclusive jurisdiction of the courts located in Ontario with respect to any dispute arising under these Terms and Conditions, unless otherwise agreed by Sarabel Enterprises in its sole discretion.

# Interpretation.

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

These Terms and Conditions will be severable. In the event that any section of these Terms and Conditions, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that section, in whole or in part, will not affect, to the fullest extent permitted by applicable law: (i) the legality, validity or enforceability of the remaining sections of these Terms and Conditions, in whole or in part; or (ii) the legality, validity or enforceability of that section, in whole or in part, in any other jurisdiction.

These Terms and Conditions are binding upon you, your heirs, executors, beneficiaries, successors and assigns and you may not assign these Terms and Conditions to any other party without Sarabel Enterprises’ prior written consent, which consent may be withheld in Sarabel Enterprises’ sole and absolute discretion. You are responsible for all charges and necessary permissions related to accessing the Website through your Internet service or mobile access provider.

Any waiver of any provision of these Terms and Conditions will be effective only if in writing and signed by Sarabel Enterprises and only applicable to the specific incident and occurrence so waived. The failure by Sarabel Enterprises to insist upon the strict performance of these Terms and Conditions, or to exercise any term hereof, shall not act as a waiver of any right, promise or term, which shall continue in full force and effect. These Terms and Conditions will inure to the benefit of Sarabel Enterprises’ successors and assigns.

# Entire Agreement.

These Terms and Conditions, together with any rules, policies or guidelines posted on the Website by Sarabel Enterprises or incorporated or referred to herein, including the Privacy Policy, constitute the entire agreement between you and Sarabel Enterprises with respect to the subject matter hereof, and supersedes any prior agreements, understandings, negotiations and discussions, whether electronic, oral or written, regarding the subject matter of these Terms and Conditions, and may not be amended or modified except by Sarabel Enterprises. No party has been induced to enter into these Terms and Conditions in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included in these Terms and Conditions or a document incorporated or referred to in these Terms and Conditions.

# Business Name and Business Ownership.

The legal business name of Sarabel Enterprises is Sarabel Enterprises Ltd. Please direct enquiries to Sarabel Enterprise’s registered business address at: 155 Thare Crescent, Ottawa, Ontario, Canada, K2J 2J1; by telephone at 613-297-7238; or by email at: davebelchamber@sarabelenterprises.com.

# English Language.

The parties have requested that these Terms and Conditions and all documents contemplated by these Terms and Conditions 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.