



Central Purchasing Online Store Terms and Conditions of Use (Effective August 19, 2019)

1. INTRODUCTION AND ACCEPTANCE

Welcome to Central Purchasing (www.centralpurchasing.ca)("The e-Store"). The e-Store is an interactive online service operated by Credit Union Central Alberta Ltd. ("Alberta Central", "Central Purchasing", "us", "we", or "our").

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THE E-STORE, AS THESE TERMS CONTAIN PROVISIONS THAT LIMIT OR EXCLUDE LIABILITY TO YOU. THE TERMS AND CONDITIONS OF USE GOVERN YOUR USE OF THE E-STORE AND USER INTERFACES, INCLUDING ALL PURCHASES MADE BY YOU THROUGH THE E-STORE. BY ACCESSING AND/OR USING THE E-STORE YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE, DO NOT ACCESS OR USE THE E-STORE.

In addition to these Terms and Conditions of Use, Alberta Central has established a Privacy Policy to explain how we collect and use information about you. Alberta Central will collect, use or disclose such information only in accordance with this Privacy Policy, and as may otherwise be necessary in connection with the delivery and provision of the items you order. A copy of this Privacy Policy can be found here: <https://www.albertacentral.com/Privacy-Policy/> and is incorporated by reference into these Terms and Conditions of Use. By accessing or using The e-Store, you are also signifying your acknowledgement of and agreement to our Privacy Policy.

2. PURCHASE TERMS

All purchase terms contained in these Terms and Conditions of Use are subject to applicable law including, without limitation, any applicable consumer protection legislation.

A) Order Change or Cancellation

Once accepted by Central Purchasing, orders made via The e-Store are not subject to change, cancellation, or deferment of shipping date, except with our written consent and upon terms that will indemnify us against resulting loss or damage. Central Purchasing reserves the right to cancel or reject your order at any time for any reason. If we reject or cancel your order, we will attempt to notify you using the contact information you have submitted with the order.

B) Pricing

Prices are quoted and payable in Canadian dollars.

Due to competitive market pressures, prices are subject to change. Central Purchasing cannot confirm the price of an item until you place an order; however, we do NOT invoice you for items ordered by you until your order has been shipped.

Despite our best efforts, items listed on The e-Store may be mispriced. If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

C) Sales Taxes

Applicable taxes are payable by you in accordance with federal, provincial and harmonized sales tax rates based on the delivery address associated with your order. Where required, sales tax will also be applied to any shipping and handling charges associated with your order.

D) Payment

You authorize Alberta Central, for Central Purchasing, to charge you for the items selected and/or purchased by you through The e-Store, and acknowledge and agree that Alberta Central will invoice you for items purchased by you at the time of delivery. You agree that you will pay Alberta Central for these items within 30 days of receipt of any such invoice. Payment of an invoice may be made by cheque or electronic funds transfer (EFT). If payment via EFT is requested, you will provide such authorizations and other information as may be necessary to permit Alberta Central to debit via EFT one or more of your deposit accounts for all amounts due and payable for the relevant items.

In addition to any charges applicable to the purchase of items, you shall pay all expenses incurred by Alberta Central in connection with shipping, transporting or delivering such items to your specified address for delivery.

Whenever any payment to be made by you with respect to your purchase or order of items from The e-Store is not paid when due, you shall pay Alberta Central interest at the rate of one percent (1%) per month compounded monthly (equivalent to 12.68% per annum), from the date of invoice up to and including the date payment is received by Alberta Central.

E) Shipping

Shipping dates that may be provided at the time you place the order on The e-Store are estimated shipping dates only. Central Purchasing will use reasonable efforts to effect delivery of your order in accordance with such estimated dates, but we do not warrant or guarantee any particular date of delivery nor timeline for delivery.

F) Risk of Loss

Central Purchasing will arrange for the shipment of items purchased or ordered by you from The e-Store FOB origin (you pay any applicable shipping charges). Upon delivery of your items to the relevant carrier, title and risk of loss will pass to you. The carrier will be deemed to be your agent and you and/or the carrier shall bear all risk of loss or damage to your items during transit. We will not be liable for any damages, including without limitation indirect, incidental, or consequential damages, in connection with delivery or non-delivery of any item, including but not limited to damages incurred during shipment or caused by a delay in delivery. You must notify us within 7 days of receipt of order if you believe any part of your order is missing, incorrect, or damaged. For more information regarding applicable shipping rates, schedules, and policies, please contact us via email at supplies@centralpurchasing.ca.

G) Return Policy

Items purchased from The e-Store will be returnable if the product is in a saleable condition with the packaging intact and undamaged, and with a copy of the packing slip or invoice. Any charges or costs associated for the return to us is your responsibility. A credit will only be issued when the item or items have been received by us. Returns after 30 days of receipt of goods must be authorized, and any authorized return may be subject to a restocking fee.

Custom items, items customized at your request, bulk orders, or items on clearance or discontinued are not returnable nor refundable.

H) Changed or Discontinued Products

Central Purchasing may revise the selection of items or discontinued items available at The e-Store at any time without notice to you. This may affect information saved in the "Cart" section of your account.

3. INTELLECTUAL PROPERTY

The e-Store and included content (and any derivative works or enhancements of the same) including, without limitation, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, and interactive features (collectively, the "Website Content") and all intellectual property rights to the same, including without limitation all copyright, trade secrets, patents or trademarks, that may appear on The e-Store (collectively the "IP Rights") are owned by Alberta Central, our licensors, or both. Nothing in these Terms and Conditions of Use is intended to transfer any such IP Rights to, or to vest any IP Rights in, you. You are only entitled to the limited use of the IP Rights granted to you in these Terms and Conditions of Use. You agree that you will not take any action to jeopardize, limit or interfere with the IP Rights of us or our licensors.

4. WEBSITE ACCESS AND USE

Access to The e-Store including, without limitation, The e-Store Content, is provided for your shopping information and use for the purposes of effecting an order or purchase via The e-Store only. Any other use, except as may be expressly permitted in these Terms and Conditions of Use, is strictly prohibited.

Except as expressly permitted in these Terms and Conditions of Use, you may not use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit Website Content for any purpose whatsoever. In certain instances, we may permit you to download and/or print Website Content. In such a case, you may download or print (as applicable) one copy of Website Content for your personal, non-commercial use only. You acknowledge that you do not acquire any ownership rights or IP rights by downloading or printing Website Content.

Further, except as expressly permitted in these Terms and Conditions of Use, you may not:

- (i) remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice on The e-Store or Website Content;
- (ii) circumvent, disable or otherwise interfere with security-related features of The e-Store including, without limitation, any features that prevent or restrict use or copying of any content or enforce limitations on the use of The e-Store or Website Content;
- (iii) attempt to or interfere with the proper working of The e-Store or impair, overburden, or disable the same;
- (iv) decompile, reverse engineer, or disassemble any portion of The e-Store or Website Content;
- (v) use network-monitoring software to determine architecture of or extract usage data from The e-Store;
- (vi) impersonate another user, person, or entity (for example, using another person's The e-Store account without permission);
- (vii) use an automatic device (such as a robot or spider) or manual process to copy or "scrape" The e-Store or Website Content for any purpose without our express written permission;
- (viii) collect or harvest any personal information from The e-Store including, without limitation, user names, passwords, or email addresses;
- (ix) encourage conduct that violates these Terms and Conditions of Use or any local, provincial, federal or international laws and regulations applicable to you, including but not limited to privacy, copyright and intellectual property laws; or
- (x) engage in any conduct that restricts or inhibits any other user from using or enjoying The e-Store.

You agree to fully cooperate with Alberta Central to investigate any suspected or actual activity by you that is or is alleged to be in breach of these Terms and Conditions of Use.

5. USER REGISTRATION

In order to access or use some features of The e-Store, you may have to become a registered user and set up an account. In order to set up an account on The e-Store, you agree to provide accurate and complete registration information and, if such information changes, you agree to promptly update the relevant registration information.

During registration, you will create a user name and password which may permit you access to certain areas of The e-Store not available to non-registered users. You are responsible for safeguarding and maintaining the confidentiality of your The e-Store account. You are solely responsible for the activity that occurs under in connection with your username and password, whether or not you have authorized the activity. You agree to notify Central Purchasing immediately, via email as indicated in our Contact Us section, of any breach of security or unauthorized use of your username and password, or The e-Store account.

6. WEBSITE CONTENT

Central Purchasing attempts to be as accurate as possible. However, we do not warrant that item descriptions or other Website Content is accurate, complete, reliable, current, or error-free. If an item offered by Central Purchasing is not as described, your sole remedy is to return it as per the applicable return policy, in unused condition. Under no circumstances will we be liable for any loss or damage caused by your reliance on any Website Content.

In many instances, Website Content will include content posted by a third party or will represent the opinions and judgments of a third party. We do not endorse, warrant and is not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement made on The e-Store by anyone other than authorized employees or spokespersons of Alberta Central while acting in their official capacities.

7. THIRD PARTY WEBSITES

The e-Store may contain links to other websites maintained by third parties. You assume sole responsibility for your use of third party links. We are not responsible for any content posted on third party websites, nor liable to you for any loss or damage of any sort incurred as a result of your dealings with any third party or their website.

8. TRANSACTIONAL DATA

Alberta Central may collect and analyse transactional data, anonymously and in aggregate, for the purpose of identifying trends, statistics and measurements that could contribute to the enhancement of The e-Store and the items offered therein. For greater clarity, any transactional data analysed shall be aggregated and shall exclude any personally-identifiable information. Such data will not be considered personal information, and Alberta Central will be entitled to use any such data as it may see fit in any manner and for any purpose it may choose.

9. INDEMNIFICATION

You agree to indemnify and hold harmless Alberta Central and its partners, successors, agents, distribution partners, affiliates, subsidiaries, and their respective officers, directors, employees, from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable legal fees and costs) arising out of, related to, or that may arise in connection with:

- (i) your access to or use of The e-Store and the items that you may order from The e-Store;
- (ii) any actual or alleged violation or breach by you of these Terms and Conditions of Use;
- (iii) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or
- (iv) your acts or omissions.

You agree to cooperate fully with Alberta Central in the defense of any claim made in relation to any of the above.

10. DISCLAIMER OF WARRANTIES

THE E-STORE AND ALL INFORMATION, CONTENT, MATERIALS, ITEMS, PRODUCTS (INCLUDING SOFTWARE) AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE E-STORE ARE PROVIDED BY ALBERTA CENTRAL ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS A MANUFACTURER WARRANTY IS STATED AS APPLICABLE IN THE RELEVANT ITEM, PRODUCT OR SERVICE DESCRIPTION; IN THE EVENT THAT A MANUFACTURER WARRANTY IS APPLICABLE, SUCH WARRANTY SHALL BE THE SOLE WARRANTY AVAILABLE AND APPLICABLE TO THE ITEM, PRODUCT OR SERVICE. ALBERTA CENTRAL MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE E-STORE OR THE INFORMATION, CONTENT, MATERIALS, ITEMS, PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE E-STORE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE E-STORE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ALBERTA CENTRAL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALBERTA CENTRAL DOES NOT WARRANT THAT THE E-STORE; INFORMATION, CONTENT, MATERIALS, ITEMS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE E-STORE; THEIR SERVERS; OR E-MAIL SENT FROM ALBERTA CENTRAL ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

11. LIABILITY

As between you and Alberta Central, you are fully responsible and liable for all acts and omissions by or on behalf of each of your authorized users (including all use and misuse of items by or on behalf of an authorized user), and all liabilities of each authorized user, as if the acts, omissions and liabilities were those of you yourself. Without limiting the generality of the foregoing, you will be liable to Alberta Central for any material failure, by you or any of your authorized users, affiliates, directors, officers, employees, shareholders, agents, contractors or representatives, to comply with these Terms and Conditions of Use, and with applicable law, and agree that that any failure to so comply shall be deemed to constitute a breach by you yourself.

UNLESS OTHERWISE SPECIFIED IN WRITING, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALBERTA CENTRAL WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF OR ACCESS TO THE E-STORE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, ITEMS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE E-STORE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES WHATSOEVER OR FOR ANY LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF REPUTATION, OR LOSS OF CONFIDENTIAL OR OTHER INFORMATION ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS AND CONDITIONS OF USE, YOUR THE E-STORE ACCOUNT OR YOUR USE OF OR INABILITY TO USE ANY ITEMS, PRODUCTS OR SERVICES PURCHASED THROUGH THE E-STORE. THE AGGREGATE LIABILITY OF ALBERTA CENTRAL IN CONNECTION WITH THESE TERMS AND CONDITIONS OF USE, YOUR USE OF ANY ITEMS, PRODUCTS OR SERVICES PURCHASED THROUGH THE E-STORE, OR ANY OTHER CIRCUMSTANCE GIVING RISE TO LIABILITY SHALL NOT EXCEED THE VALUE OF THE ITEMS PURCHASED BY YOU IN THE PURCHASE TRANSACTION GIVING RISE TO THE LIABILITY.

12. TERMINATION

Alberta Central reserves the right, in our sole discretion and at any time, to terminate or suspend your account and/or block your access to The e-Store for any reason whatsoever. You agree that Alberta Central shall not be liable to you or any third party for any termination or suspension of your account or for blocking your access to The e-Store. Any suspension or termination shall not affect any of your obligations under these Terms and Conditions of Use.

13. CHOICE OF LAW

These Terms and Conditions of Use shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

14. DISPUTE RESOLUTION

To the extent permitted by applicable law, all disputes of every kind and nature between you and Alberta Central that may arise out of or in connection with these Terms and Conditions of Use shall be submitted to final and binding arbitration. Arbitration will be conducted in Calgary, Alberta, on a simplified and expedited basis by one arbitrator pursuant to the *Arbitration Act* (Alberta).

15. AMENDMENT; ADDITIONAL TERMS

Alberta Central reserves the right, in our sole discretion, at any time and for any reason, to modify or discontinue any aspect or feature of The e-Store or to modify these Terms and Conditions of Use. In addition, we reserve the right to provide you with operating rules or additional terms that may govern your use of The e-Store generally, unique parts of The e-Store, or both ("Additional Terms"). Any Additional Terms that we may provide to you are hereby incorporated by reference into these Terms and Conditions of Use. To the extent any Additional Terms conflict with these Terms and Conditions of Use, the Additional Terms will govern to extent of any inconsistency.

Modifications to these Terms and Conditions of Use or Additional Terms will be effective immediately upon notice, either by posting on The e-Store or by notification by email or conventional mail. It is your responsibility to review the Terms and Conditions of Use and The e-Store from time to time take notice of any changes to these Terms and Conditions of Use or the issuance of any Additional Terms. Your access and use of The e-Store following any modification of these Terms and Conditions of Use or the provision of Additional Terms will signify your assent to and acceptance of same. If you object to any subsequent revision to the Terms and Conditions of Use or to any Additional Terms, immediately discontinue use of The e-Store and, if applicable, terminate your The e-Store account.

16. MISCELLANEOUS

A) Waiver. No waiver by Alberta Central of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

B) Severability. Except where specifically stated otherwise, if any part of these Terms and Conditions of Use are unlawful or unenforceable for any reason, you agree that only that part of the Terms and Conditions of Use shall be stricken and that the remaining terms in the Terms and Conditions of Use shall not be affected.

C) Entire Agreement. These Terms and Conditions of Use (including the [Privacy Policy](https://www.albertacentral.com/Privacy-Policy/) <https://www.albertacentral.com/Privacy-Policy/> and any changes to these Terms and Conditions of Use or Additional Terms incorporated herein by reference) constitute the entire agreement between you and Alberta Central with respect to the subject matter hereof, and supersede all previous written or oral agreements between us with respect to such subject matter.

D) Assignment. You may not assign these Terms and Conditions of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. We reserve the right to assign these Terms and Conditions of Use or any rights hereunder without your consent and without notice.