



## Terms and conditions

### 1. Introduction

This website is operated by **Premier Tech Aqua**, a business unit of Premier Tech Technologies Limited. The terms “we”, “us”, and “our” refer to **Premier Tech Aqua**. The use of our website is subject to the following terms and conditions of use, as amended from time to time (the “Terms”). The Terms are to be read together by you with any terms, conditions or disclaimers provided in the pages of our website. The Terms apply to all users of our website, including without limitation, users who are browsers, customers, merchants, vendors and/or contributors of content. If you access and use this website, you accept and agree to be bound by and comply with the Terms and our Privacy Policy. If you do not agree to the Terms or our Privacy Policy, you are not authorized to access our website, use any of our website’s services.

### 2. Use of our Website

You agree to use our website for legitimate purposes and not for any illegal or unauthorized purpose, including without limitation, in violation of any intellectual property or privacy law. By agreeing to the Terms, you represent and warrant that you are at least the age of majority in your state or province of residence and are legally capable of entering into a binding contract.

You agree to not use our website to conduct any activity that would constitute a civil or criminal offence or violate any law. You agree not to attempt to interfere with our website’s network or security features or to gain unauthorized access to our systems.

You agree to provide us with accurate personal information, such as your email address, mailing address and other contact details in order to complete your payment or contact you as needed. You agree to promptly update your account and information. You authorize us to collect and use this information to contact you in accordance with our Privacy Policy.

### 3. General Conditions

We reserve the right to refuse service to anyone, at any time, for any reason. We reserve the right to make any modifications to the website, including changing, suspending or discontinuing any aspect of the website at any time, without notice. We may impose additional rules or limits on the use of our website. You agree to review the Terms regularly and your continued access or use of our website will mean that you agree to any changes.

You agree that we will not be liable to you or any third party for any modification, suspension or discontinuance of our website or for any service offered through our website.

### 4. Your Personal Information

Please see our Privacy Policy to learn about how we collect, use, and share your personal information.

### 5. Errors and Omissions

Please note that our website may contain typographical errors or inaccuracies and may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions and to change or update the information at any time without notice.



We do not undertake to update, modify or clarify the information on our website, except as required by law.

## **6. Disclaimer and Limitation of Liability**

You assume all responsibility and risk associated with your use of our website, which is provided "as is", without warranty, representation or condition of any kind, express or implied, with respect to information accessible from or through our website, including, without limitation, all content and materials, and the features and services provided on our website, all of which are provided without warranty of any kind, including, but not limited to, warranties regarding the availability, accuracy, completeness or usefulness of the content or information, uninterrupted access, and any warranties of title, non-infringement, merchantability or fitness for a particular purpose. We do not warrant that our website, its operation or the content made available will be timely, secure, uninterrupted or error-free. We do not warrant that defects will be corrected and that our websites or the servers that make our website available are free of viruses or other harmful components.

Use of our website is at your own risk and you assume full responsibility for all costs associated with the use of our website. We will not be liable for any damages of any kind arising from the use of our website.

In no event will we, or our affiliates, our or their respective content or service providers, or any of our or their respective directors, officers, agents, contractors, suppliers or employees/team members be liable to you for any direct, indirect, special, incidental, consequential, exemplary or punitive damages, losses or causes of action, or lost revenue, lost profits, lost business or sales, or any other type of damage, whether based in contract or tort (including negligence), strict liability or otherwise, arising from your use of, or the inability to use, or the performance of, our website or the content or material or functionality through our website, even if we are advised of the possibility of such damages.

Certain jurisdictions do not allow limitation of liability or the exclusion or limitation of certain damages. In such jurisdictions, some or all of the above disclaimers, exclusions, or limitations, may not apply to you and our liability will be limited to the maximum extent permitted by law.

## **7. Right of Indemnification**

You agree to defend, indemnify and hold Premier Tech Aqua, its suppliers, partners, affiliates and related companies harmless from any and all liabilities, costs and expenses, including reasonable legal fees related to any violation of these Terms by you, or in connection with your use of the Website or with the placement or transmission of any message or information on or from the Website by you.

## **8. Entire Agreement**

The Terms and any documents expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of the Terms and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing. Both you and we acknowledge that, in entering into these Terms, neither you nor we have relied on any representation, undertaking or promise given by the other or implied from anything said or written between you and us prior to such Terms, except as expressly stated in the Terms.



## **9. Waiver**

Our failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or rights contained in these Terms and Conditions.

## **10. Severability**

If any of the provisions of the Terms are determined by any competent authority to be invalid, unlawful or unenforceable, such provision will to that extent be severed from the remaining Terms, which will continue to be valid and enforceable to the fullest extent permitted by law.

## **11. Governing Law**

Any disputes arising out of or relating to the Terms, the Privacy Policy, use of our website, or the services offered on our website will be resolved in accordance with the laws of the Province of Quebec without regard to its conflict of law rules. Any disputes, actions or proceedings relating to the Terms or your access to or use of our website must be brought in the judicial district of Kamouraska and you irrevocably consent to the exclusive jurisdiction and venue of such courts.

## **12. Questions or Concerns**

Please send all questions, comments and feedback to us at [pta@premiertech.com](mailto:pta@premiertech.com)