



# Terms of Use

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## TERMS OF USE

Welcome to [www.summerfresh.com](http://www.summerfresh.com)! We've designed our website to be useful, informative, and fun. We hope we've succeeded and we hope you'll let us know how we can make it even better. All we ask in return is that you abide by the following conditions. Please read them carefully, because when you use our site, you automatically agree to them. Thanks for visiting [www.summerfresh.com](http://www.summerfresh.com).

## RESTRICTION OF USE OF MATERIALS ON THIS SITE

(1) You agree not to re-use material from [www.summerfresh.com](http://www.summerfresh.com). In particular, you agree not to copy, distribute, republish, upload, post, or transmit anything unless you get our written consent first. There's one exception: you may download material onto one computer for your personal, non-commercial use only, provided you don't delete or change any copyright, trademark, or other proprietary notices. But please don't modify the materials or use them for any other purpose; if you do, you'll be violating our intellectual property rights.

## LIMITATION OF LIABILITY

- (1) Summer Fresh Salads Inc. will not be liable for any damages or injury that accompany or result from your use of its site. These include (but are not limited to) damages or injury caused by any: Use of (or inability to use) the site; use of (or inability to use) any site to which you hyperlink from our site; failure of performance; error; omission; interruption; defect; delay in operation or transmission; computer virus; and/or line failure.
- (2) Keep in mind that we are not liable for any damages, including: damages intended to compensate someone directly for a loss or injury, damages reasonably expected to result from a loss or injury (legally, "consequential damages"), other miscellaneous damages and expenses resulting directly from a loss or injury (legally, "incidental damages").
- (3) Furthermore, we are not liable even if we've been negligent or if our authorized representative has been advised of the possibility of such damages-or both.
- (4) In any event, our liability to you for all losses, damages, injuries, and claims of every kind (whether the damages are claimed under the terms of a contract, or they're claimed to be caused by negligence or other wrongful conduct, or they're claimed under any other legal theory) will not be greater than the amount you paid to access our sites.

## DISCLAIMER

The materials in our sites are provided as is. This means that (subject to the exception below) Summer Fresh Salads Inc. disclaims all express and implied warranties about the material in the sites. This includes (but is not limited to) warranties: that the material is of any particular level of quality or fit for a particular purpose; that the functional elements contained in the

materials will be uninterrupted or error-free; that defects will be corrected; that our sites or the servers that makes them available are free of viruses or other harmful components  
In addition to the above, you (and not Summer Fresh Salads Inc.) assume the entire cost of all necessary servicing, repair or correction.

## **JURISDICTION**

We in no way imply that the materials on this site are appropriate or available for use outside of Canada. If you use our site from locations outside of Canada, you are responsible for compliance with any applicable local laws.

## **TERMINATION**

This agreement is effective until terminated by either party. You may terminate this agreement at any time, by destroying all materials obtained from all Summer Fresh Salads Inc. sites, along with all related documentation and all copies and installations. Summer Fresh Salads Inc. may terminate this agreement at any time and without notice to you if, in its sole judgment, you breach any term or condition of this agreement. Upon termination, you must destroy all materials. In addition, by providing material on our Web sites, we do not in any way promise that the materials will remain available to you. Summer Fresh Salads Inc. is entitled to terminate all or part of any of its Web sites at any time, without notice to you.

## **MISCELLANEOUS**

This agreement shall be governed by and interpreted according to the laws of Canada and Ontario, as applicable (without applying conflict-of-law principles). If any provision of this agreement is unlawful, void or unenforceable, it will not affect the validity and enforceability of any remaining provisions. Summer Fresh Salads Inc. may modify this agreement at any time, simply by updating this posting and without notice to you. This is the entire agreement regarding all the matters that have been discussed in the preceding paragraphs.

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