

Terms of Use and Sale

These Terms of Use and Sale (the "**Terms**") govern your use of the saveonfoods.com website, including all adjunct web pages operated by Save-On-Foods Limited Partnership ("**SOF**") (the "**Website**"), and any order or purchase of the individual using the Website, ("**you**"). SOF is the supplier for your order. By proceeding to place an order and accepting these Terms, you agree to be bound by these Terms whether or not you have read them. **If you do not agree to these Terms, do not use the Website or proceed with your order.** Please print and retain a copy of these Terms for your records.

The services on this Website are only available for use by Canadian residents and SOF only delivers orders to, and arranges for customer pick-up from, those geographic areas and stores specified on this Website from time to time.

PLEASE READ THESE TERMS CAREFULLY

SOF provides you access and use of this Website subject to your compliance with these Terms. By accessing and using this Website, you agree that you have read, understood and accepted these Terms and agree to be bound by them. If you do not agree to be bound by these Terms and applicable law each time you use this Website or you do not have the authority to agree to or accept these terms, you may not use this Website.

1. Terms of Use

1.1. Copyright and Trademark Notices

You may not modify, copy, distribute, transmit, display, perform, produce, reproduce, publish, license, create derivative works from, transfer or sell any text, graphics, images, media, information, software, products or services obtained from this Website. You shall use your best efforts to stop any such copying or distribution immediately after such use becomes known to you and you must promptly notify SOF thereof.

All Website design, text, graphics, interfaces and selection arrangements thereof are copyrighted by SOF. All rights reserved. Permission is granted to electronically copy and to print hard copy portions of this Website, including these Terms, for the sole purpose of personal and non-commercial future reference. Any other use of materials on this Website, including production or reproduction for purposes other than those stated above, modification,

distribution, or republication, without the prior written consent by SOF is strictly prohibited. You agree that SOF and its affiliates and suppliers retain all proprietary right, title and interest including copyright, in the materials, including but not limited to text, images, graphics and other multimedia data on this Website.

1.2. Use of Website

As a condition of your use of this Website, you warrant to SOF that you will not use this Website for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use this Website in any manner which could damage, disable, overburden or impair this Website or interfere with any other party's use and/or enjoyment of this Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through this Website. To place an order by using this Website you must be a More Rewards member.

1.3. Services

Certain aspects of SOF's online shopping services may be provided by a third party, MyWebGrocer, Inc. ("MWG"), under separate agreement with SOF. You agree that SOF may disclose or allow MWG access to your personal information to the extent required for providing such services. MWG will protect your personal information according to their privacy policy located [here](#).

1.4. Registration, Personal Identification Numbers and Passwords

Certain services and related features, such as access to this Website and personalization may require registration. You agree to provide accurate and current information as required by the relevant registration process, and to update the information as necessary in a timely way to ensure that it is kept accurate and complete. During registration you will be asked to choose a unique login username and password. You agree to be responsible for:

- a. maintaining the confidentiality of any personal login username or password identifiers which you choose or are assigned as a result of any registration over this Website;
- b. all activities that occur under such username or password identifiers; and,
- c. notifying SOF of any unauthorized use of your personal username or password identifiers.

Customers are liable for all orders placed under their personal login username. SOF shall not be responsible or liable in any way for any loss or damage arising from your failure to comply with these responsibilities.

1.5. Use by Minors

This Website is designed for and intended for use by adults. If you are under the age of majority in the jurisdiction where you reside, you may use this Website only with involvement of a parent or guardian. If you are a parent or legal guardian, you must monitor and supervise the use of this Website by children, minors and others under your care or with access to computers and/or other electronic devices used to access this Website. You agree to be responsible for their use of this Website, whether or not such use is in conjunction with your personal account login.

Additionally, you are fully responsible for:

- a. the online conduct of an authorized minor;
- b. controlling the authorized minor's access to and use of this Website and Services;
- c. the consequences of any misuse of this Website and any Services by the authorized minor; and
- d. any purchases made by the authorized minor.

1.6. Cookies

This Website uses two types of "cookies": a "session cookie" and a second which allows us to "set" a cookie. A session cookie resides in memory and persists only as long as the browser is open. This cookie holds only the information that is uniquely generated when you log on to the Website and persists only as long as your browser is open. Upon your departure from this Website and closure of your browser, the information in the session cookie is removed from memory. This Website will also set a temporary cookie to remember your first name so that your subsequent visits are personalized, but you will still be required to enter your username and password each visit in order to access your account. In order for certain Website features to function, you must enable the session cookies setting on your browser.

1.7. Google Analytics

SOF uses re-marketing with Google Analytics to advertise online. Third-party vendors, including Google, may show SOF advertisements on sites across the Internet. SOF and third-party vendors, including Google, use first-party cookies (such as the Google Analytics cookie) and third-party cookies (such as the DoubleClick cookie) together to inform, optimize, and serve advertisements based on someone's past visits to this Website. SOF use data from Google's Interest-based advertising (such as age, gender, and interests) with Google Analytics to identify trends and to better serve the needs of SOF business and customers. No information that identifies you as an individual is collected by SOF through Google Analytics, and you will not be directly contacted by SOF based on your visit to this Website without your prior consent. You can opt-out of Google Analytics for Display Advertising, customize Google Display Network advertisements and customize the information that Google tracks by visiting their currently available opt-outs for the web at: <http://www.google.com/settings/ads>.

1.8. Reliance

The information, software, products and services included in or available through this Website may include inaccuracies or typographical errors. Changes are periodically incorporated to the information on the Website. SOF may make improvements and/or changes in this Website at any time. You hereby acknowledge that any reliance upon any materials, information, and advice shall be at your sole risk. SOF reserves the right in its sole discretion and without any obligation, to make changes to, improvements to, or correct any errors or admissions in any portion of the service, products, materials or information provided on this Website. Advice received via the Website should not be relied upon for any personal, nutritional, medical, business, technical, legal or financial decisions. You should consult an appropriate professional for specific advice tailored to your specific situation.

1.9. Monitoring

You agree that SOF has the right to monitor this Website or any content, products or services available thereon from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate this Website or any of the Services properly, or to protect itself or its users in accordance with the SOF Privacy Policy.

1.10. Termination of Use

SOF reserves the right in its sole discretion to terminate your access to any or all of SOF's Website and the related services or any portion thereof at any time without any notice. SOF may, at its absolute discretion, suspend or terminate the ability of any customer to purchase products through this Website for any reason whatsoever.

1.11. SOF's Compliance with Applicable Laws

SOF reserves the right to change, amend, alter, enhance or remove any and all parts, information provided to or gathered by SOF, in order to abide by, or conform to, or comply with governmental, court and law enforcement requests or requirements relating to any aspect, including your use, of this Website.

1.12. Disclaimers of Warranties

Product descriptions, representations, warranties, guarantees and performance claims are provided by SOF vendors and are not independently verified by SOF. The accuracy of such representations is the sole responsibility of the vendors. While this Website attempts to be accurate in its product descriptions SOF does not represent or warrant that product descriptions or other content on this Website is accurate, complete, reliable, current, or error-free.

Certain goods offered on this Website may have warranties that apply to them if noted on the applicable product page of this Website. These warranties are provided by the manufacturer of these products and not by SOF. To the maximum extent permitted by applicable laws, SOF disclaims all warranties and conditions of any kind, whether legal, express or implied (including warranties and conditions of merchantable quality, merchantability, quality or fitness for a particular purpose and non-infringement), relating to this Website or any content, information or goods accessed, offered, purchased or sold through this Website or their use, suitability or availability or any transaction conducted on this Website, whether arising from statute, course of dealing, usage of trade or otherwise. SOF makes no representations or warranties and provides no representations or warranties in connection with this Website or any content, information or goods accessed or offered through this Website or their use.

2. Terms of Sale

2.1. Ordering Process

All advertisements on this Website are invitations to purchase and are not offers to sell. SOF reserves the right, at its sole discretion, to accept or reject the order once you have completed and submitted your order.

You will receive online confirmation that your order has been received by SOF after you submit your order on this Website. This online confirmation that your order has been received by SOF does not constitute acceptance of your order. Rather, the confirmation of acceptance, rejection or cancellation of your order will be delivered via an automatic e-mail to the e-mail address associated with your account.

2.2. Rejection or Cancellation of Orders

There may be certain orders that SOF must reject before acceptance or cancel after acceptance. SOF reserves the right at any time after receipt of your order to accept or reject your order for any reason and SOF will contact you at the e-mail address provided in the order form of its decision to accept or reject your order. In the event that SOF rejects your order, SOF will have no obligation to fulfill your order and you will have no obligation to pay SOF for the order. SOF also reserves the right, at its sole discretion, to cancel any order after acceptance for any reason. Some situations that may result in your order being rejected or cancelled include, without limitation:

- a. Limitations on product quantities available for purchase;
- b. Inaccuracies or errors in published product or pricing information;
- c. A product recall on the item that you have ordered; or
- d. Problems identified by SOF's credit and fraud avoidance department.

SOF may also require additional verifications or information from you before accepting any order. SOF will contact you if all or any portion of your order is rejected after your order has been placed but before it is accepted by SOF or if additional information is required to accept your order.

2.3. Availability and Limitation of Products

The purchase of products on this Website is subject to availability. In the event that SOF advises you that any products are no longer available, SOF will have no obligation to provide such products and you will have no obligation to pay SOF for such products.

2.4. Price

If SOF changes its price between the time you place your order and when your item is available for pick-up or delivery, you will be charged the price in effect at the time your order is processed.(PLEASE NOTE THAT SOF'S ADVERTISED PRICES ARE IN EFFECT FROM THURSDAY TO WEDNESDAY OF THE NEXT WEEK. EXAMPLE: IF YOU ORDER AN ITEM ON TUESDAY AND PICK IT UP OR IT IS DELIVERED ON THURSDAY, THE PRICE CHARGED ON THURSDAY MAY BE DIFFERENT THAN THE PRICE AT THE TIME THE ORDER WAS PLACED). Taxes will apply as of the date of pick-up or delivery.

By confirming your purchase at the end of the check-out process, you agree to pay SOF the amount set out as the order total in the Confirm Order and Shipping Address section of the checkout process, subject to adjustment as described in these Terms (the "Purchase Price"). At the time of your order the order total will exclude items sold by weight, which amounts will be added to the order total when the order is completed. The order total is quoted in Canadian dollars and includes delivery fees (if applicable), and an estimate of all applicable taxes The Purchase Price will be charged by SOF in Canadian dollars to your selected Card.

In the event that an item is listed at an incorrect price due to an error in pricing, SOF will have the right, at SOF's sole discretion, to reject or cancel any orders placed for that item. In the event that an item is mispriced, SOF may, at its discretion, either contact you for instructions or cancel your order and notify you of such cancellation.

For your convenience, this Website lists products that are carried in stores. Please note that products available for online purchase on this Website will be priced the same as those available at SOF stores. SOF stores will honor prices offered on this Website, unless the prices on this Website are incorrect as set out above, in which event SOF reserves the right to decline to sell that item to you in the store at the price indicated on this Website.

2.5. Quantity Limits and Dealer Sales

SOF reserves the right, at its sole discretion, not to sell or to limit the quantity of items ordered per person, per household or per transaction. These restrictions may be applicable to orders placed by the same account, the same Card, and also to orders that use the same billing and/or shipping address. SOF will provide notification to you should such limits be applied at the time of the order or upon delivery. SOF also reserves the right, at its sole discretion, to prohibit orders by dealers or resellers. Unless otherwise agreed, customers may not order products online for resale. For purposes of these Terms, reselling is defined as purchasing or intending to purchase any product(s) from this Website for the purpose of

engaging in a commercial sale of that same product(s) to a third party. Any funds remitted by you for a cancelled order will be fully refunded in the same form as paid.

2.6. Method of Payment

You may pay for your purchase using VISA, MasterCard or American Express cards (each a "Card") and you authorize SOF to charge the Purchase Price to the applicable Card. By making a purchase, or by storing Card credentials on the SOF secure site, you represent and warrant that you are the cardholder of the applicable Card or authorized by the cardholder to perform a transaction. Your Card will be charged after you initiate a transaction and upon SOF finalizing your order prior to pick-up or delivery. If your Card is declined by your Card provider, the SOF Customer Service team will contact you to discuss alternative payment arrangements and if delivery has already taken place, SOF may periodically re-submit your Card details to your Card provider for full or partial payment until such time as the amount of your order is paid in full. Additional fees may be incurred if payment is declined and alternative payment arrangements are required. If your Card is rejected by the Card issuer and alternate payment arrangements are unsuccessful, your order will not be prepared for pick-up or delivery. SOF will have no obligation to fulfill your order and you will be advised by email that your order will not be filled.

All billing and registration information provided by you to SOF must be truthful and accurate. Providing any untruthful or inaccurate information constitutes a breach of these Terms and may give rise to legal recourse against you.

You are solely responsible for the unauthorized use of your Card and for unauthorized charges made on your Cards, although major bank credit cards may cover you for unauthorized charges and they may charge you a deductible. It is recommended that you check with the institution that issued your Card to find out exactly what your liability is.

2.7. Pick-Up or Delivery

Your order can be picked up in store or delivered to an address specified by you. (For both pick-up and delivery) Card and identity verification by means of valid government issued picture identification will be required. If your order will be picked up by a third party, you must authorize us to release your purchase to the third part and such third party will be required to show valid government issued picture identification. Orders in excess of \$300 must be picked up by, or delivered to, the holder of the Card. In the event that Card or identity verification is not possible, SOF retains the right to cancel the order. Orders which are prepared and ready for pick-up that are not picked up may contain items that cannot be

re-sold. Items that cannot be re-sold will not be credited to your Card.

2.8. VQA Wine Sales (License # 302890)

All wine sales are final, whether bought in-store or online.

The individual making and receiving wine purchases must be over 19 years of age. Two pieces of valid government issued identification (one must be picture identification) are required upon pick-up or delivery of wine.

2.9. Passwords

You are responsible for the security of your account and password. SOF shall not be liable to you or any other person for any damages or expenses arising out of or relating to any unauthorized use of your account or password.

2.10. Privacy

SOF's personal information practices on this Website, including the collection, use and/or disclosure of your personal information and/or financial information, are governed by SOF's [Privacy Policy](#). Please review the privacy policy and print a copy for your records.

2.11. Changes to the Terms

The Terms applicable to your order are the Terms in effect on the date that you place your order, as made available to you when you complete the check-out process. SOF may modify these Terms from time to time in accordance with applicable laws. Any such modification will apply to any order placed after the effective date of the modification. Therefore, each time you place an order with SOF you represent that you have accessed, read and accepted the Terms applicable to and governing that order.

2.12. Terms Applicable to Specific Products or Services

Certain products sold by SOF are subject to environmental handling, recycling, or disposal fees. These fees vary by product and by province. The fees are collected and remitted by SOF to environmental management programs implemented in various provinces, and are used to cover costs of recycling, collection, handling, transportation and disposal of products. For more information on individual programs, please visit the website of the environmental management program(s) or government agencies in your area.

2.13. Order History

This Website will generally display a customer's order history for the preceding three (3) month period. This Website will allow a customer to select a different option for length of time his/her order history is displayed. The maximum order history that can be displayed is two (2) years.

2.14. Edmonton Specific Offer

Advertised offers of a 15% discount or 25X bonus More Rewards points are only available for in-store purchases at participating Edmonton area stores, while such offers are valid. These discount and bonus More Rewards point offers are not applicable to online shopping purchases.

2.15. Stored Card Credentials

Your Card information may be entered each time you make a purchase or you may choose to store your Card details for future transactions. If you choose to store your Card details for future transactions you hereby consent to SOF collecting, retaining and using your Card details for your future transactions.

3. General

3.1. Limitations of Liability

To the maximum extent permitted by applicable law, in no event shall SOF, its partners, employees, affiliates or suppliers be liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages of any nature (including damages for personal injury, death, damage to property, loss of use, data or profits) to you including for damages arising in connection with or relating in any manner whatsoever to:

- a. the use or performance of this Website, with the delay or inability to use this Website or related services, the provision of or failure to provide services or for any information, software, products, services and related graphics obtained through this Website, or otherwise arising out of the use of any website, whether linked to this Website or not;
- b. any content, information or goods accessed, offered, purchased or sold through this Website or their use, suitability or availability (including the inability to use);
- c. any transaction conducted on this Website; and

- d. any unauthorized access to or alteration of your data;

whether based on contract, tort, negligence, strict liability, or otherwise, even if SOF or any of its affiliates or suppliers have been advised of the possibility of damages.

If the above exclusion or any portion thereof is found to be invalid or unenforceable for any reason, then the aggregate liability of SOF for damages of any nature suffered by you shall in no event exceed the Purchase Price of your transaction.

The above exclusion and limitation of liability shall apply whether or not a claim is in contract, tort (including negligence and product liability), strict liability, restitution, breach of statute or any other theory of law and even if SOF had been advised or had reasons to know of the possibility of such damages.

In this paragraph 3.1, reference to "SOF" means SOF and its affiliates and their respective officers, directors, employees, contractors and agents.

Certain jurisdictions do not allow the exclusions of damages as provided above. If these laws apply to you, some of the exclusions referred to above may not apply to you. This paragraph 3.1 shall apply to you to the maximum extent permitted by applicable laws.

3.2. Disclaimer of Liability

The information, services, transactions, products and materials contained in or made available through this Website, including, without limitation, text, graphics and links, are provided on an "as is" basis with no warranty. To the maximum extent permitted by law, SOF disclaims all representations and warranties, express or implied, with respect to such information, services, products and materials, including but not limited to warranties of merchantability, fitness for a particular purpose, quality, quantity, title, non-infringement, freedom from computer virus and implied warranties arising from a course of dealing or course of performance. In addition, SOF does not represent or warrant that the information accessible via this Website is accurate, complete and current. Price and availability information is subject to change without notice.

This Website may obtain items, photographs, nutritional information and ingredients from suppliers. This sometimes includes taking the information directly from the items. SOF do not investigate to determine if the information in regards to any item is accurate, nor does SOF provide assurance that all data entry was done without error. If manufacturers or suppliers

change ingredients or nutritional information, SOF cannot assure you that the information will be updated. Accordingly, the information displayed in this Website is not guaranteed to be 100% accurate and the actual physical items should be considered the authoritative source.

SOF does not test or check any recipes, ingredients etc. provided by other users of this Website for quality, quantity, ingredients, materials, temperatures or times. You hereby agree that any use by you, of any information from this Website is solely at your risk.

SOF makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of web sites accessible by hyperlink from this Website, or web sites linking to this Website. You agree that SOF is not liable for any damages of any kind for any reason arising out of, or related to, the use of any other website as a result of following links or hyperlinks from, or through, this Website.

3.3. Governing Law

This Website originates in Canada. To the maximum extent permitted by law, these Terms are governed by the laws of the Province of British Columbia, Canada and you hereby irrevocably consent to the exclusive jurisdiction and venue of the courts of the Province of British Columbia in all disputes arising out of or relating to the use of, this Website or transactions concluded hereunder. Use of this Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms including, without limitation, this paragraph.

You agree that no joint venture, partnership, employment or agency relationship exists or is created between you and SOF as a result of these Terms and/or use of, or transactions concluded through this Website. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

3.4. Warranties

You expressly acknowledge that:

- a. It is your responsibility to satisfy yourself that the products purchased are fit and suitable for the purpose for which they are required,

- b. It is your responsibility to use all requisite care and skill when handling and using the product and further for ensuring that the products are not put to any use for which they are not suitable,
- c. You do not rely on any representation or statement made by or on behalf of SOF, or any other party, other than the express provisions of these Terms, and
- d. SOF assumes no obligation or liability for any advice given through this Website and you accept the products entirely at your own risk.

All representations, terms, warranties, guarantees, or conditions whether express or implied by statute, common law or custom of the trade or otherwise, including, but not limited to, implied warranties, guarantees or conditions or merchantability and/or fitness for a particular purpose, tolerance to any conditions or similarity to sample are excluded and expressly negated to the fullest extent permitted by law.

3.5. Force Majeure

SOF shall not be liable to you or any other party claiming through you in respect of anything which, apart from this provision may constitute a breach of these terms and conditions arising by reasons of force majeure, namely, circumstances beyond the control of SOF which prevents or limits SOF from its obligations pursuant to this agreement. Circumstances which constitute force majeure shall include (but are not limited to) acts of god, fire, flood, earthquake, explosion, sabotage, accident, embargo, strikes or other labour disputes, riot, civil commotion, computer virus, breakdown of equipment, and failure of electrical supply or telecommunications links.

3.6. Indemnity

You shall indemnify and hold harmless SOF, its affiliates and suppliers against any claim, damages, loss, liability or expense, including attorney's fees, arising out of your use of this Website, its content or the unauthorized use of your account or password, in any way contrary to these Terms, or contrary to any applicable law. When paying by Card, you agree to indemnify SOF against any default by your Card issuer to make payment to SOF in full.

3.7. Other

- a. These Terms together with the transactional information relating thereto and the SOF Privacy Policy constitute the entire agreement between you and SOF pertaining to your use of this Website and the Services and goods sold online (the "Agreement") and supersede any prior agreements between you and SOF.
- b. Failure of SOF to insist upon or enforce strict performance of any right or provision of the Agreement shall not constitute or be construed as a waiver of any right or provision. If any of the provisions (or parts thereof) contained in the Agreement are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions (or parts thereof) contained herein.
- c. If you are dissatisfied with any portion of this Website, Content or with any of these terms of use, your sole and exclusive remedy is to discontinue using this Website.
- d. You may not assign these Terms to any third party without the prior written consent of SOF. These Terms will be binding upon and will enure to the benefit of:
 - (i) you and your heir, executor, administrator and other legal representatives;
and
 - (ii) SOF, its general partner and their successors and assigns.
- e. It is the express wish of the parties that these Terms and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.
- f. You may contact SOF at: **customer_service@saveonfoods.com**

Mailing Address:

P.O. Box 7200
Vancouver, BC
V6B 4E4

- g. By accepting these Terms by continuing the use of this Website to procure merchandise, you represent and warrant that you are of the age of majority in

your jurisdiction. If you are not of the age of majority, you may use this Website only under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian agreeing to these Terms for the benefit of an individual under the age of majority, be advised that you are fully responsible for his or her use of this Website, including all financial charges and legal liability that he or she may incur.

- h. The captions appearing in these Terms and the descriptions of the different divisions have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of these Terms or any provisions hereof. Despite using captions or divisions, these Terms are to be read in its entirety and apply to all uses of the Website and the transactions concluded thereunder without segregation or restriction.

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