

TERMS AND CONDITIONS OF USE

Acceptance of Terms

Welcome to our website. These Terms and Conditions of Use (“**Terms of Use**”) govern your use of the Kal Tire website and any content available through the Kal Tire website (collectively, the “**Website**”) and constitute a binding legal agreement between you and Kal Tire. Each time you access the Website you signify your acceptance and agreement, and the acceptance and agreement of any person you purport to represent (and for purposes of these Terms of Use, “person” includes natural persons and any type of incorporated or unincorporated entity), without limitation or qualification, to be bound by these Terms of Use, and you represent and warrant that you have the legal authority to agree to and accept these Terms of Use on behalf of yourself and any person you purport to represent. If you do not agree with any of these Terms of Use or our Privacy Policy, then you should not access or use the Website for any purpose.

Use of our Website

You agree not to take any action that may compromise the security of the Website, render the Website inaccessible to others or otherwise cause damage to the Website. You agree not to use the Website in any manner that might interfere with the rights of third parties. Kal Tire reserves the right to terminate or limit your access to the Website for any violation of these Terms of Use, or for any other reason, in the sole discretion of Kal Tire.

Services and Products

Kal Tire reserves the right without prior notice to discontinue or change specifications and prices on products and services offered or advertised on the Website. Kal Tire reserves the right to limit the order quantity on any item. In the event that a product or service is listed at an incorrect price for any reason, including a typographical error or error in pricing received from suppliers, Kal Tire shall have the right to refuse services or cancel orders for products placed for the product listed at the incorrect price, regardless of whether the order or service has been confirmed and/or your credit card charged.

User Accounts

If you establish an account at the Website, you are responsible for maintaining the confidentiality of your account and your password. By establishing an account, you agree to accept responsibility for all activities that occur at the Website under your account. Kal Tire reserves the right, in its sole direction, to refuse service, cancel orders or terminate your account.

Ownership and Permitted Use of the Website

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For your convenience, the Website may include links to other Internet sites or resources and businesses operated by other persons (collectively “**Other Sites**”). Other Sites are independent from Kal Tire, and Kal Tire has no responsibility or liability for or control over Other Sites, their business, goods, services, or content. Your use of Other Sites and your dealings with the owners or operators of Other Sites is at your own risk. The inclusion of any link to an Other Site does not imply endorsement by Kal Tire of such Other Site, its owner or operator, or any products or services.

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Kal Tire has the exclusive right to control accessibility, hours of use, features on the Website and any other information found on the Website. Kal Tire can restrict access to any or all portions of the Website or remove any information or content from the Website at any time. Kal Tire reserves the right to monitor use of the Website. You acknowledge that temporary interruptions in the availability of the Website may occasionally occur. Kal Tire will not be held liable for any damages due to such interruptions.

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User Content

Kal Tire may from time to time and at its sole discretion post content on the Website that has been submitted to Kal Tire by a user, including, but not limited to, product or service reviews or other comments (“**User Content**”). Without limiting the generality of the foregoing, Kal Tire may refuse to post on the Website, or remove from the Website, any User Content that it deems, in its sole discretion, to: (i) be indecent, inappropriate, hateful, tortuous, slanderous, libelous, obscene, profane, lewd, defamatory; (ii) contain third-party materials or otherwise violate or infringe any intellectual property right of any person; (iii) make reference to any commercial/corporate advertising; or (iv) otherwise be objectionable.

You may not use a false e-mail address, impersonate any person, or otherwise mislead as to the origin of any User Content. You retain the copyright in any User Content and grant Kal Tire a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display, throughout the world in any media, any and all User Content submitted by you. You also grant Kal Tire the right to use the name submitted by you in connection with User Content, if Kal Tire so chooses. You represent and warrant that you own or otherwise control all of the rights to User Content submitted by you; that such User Content is accurate; that use of such User Content does not violate these Terms of Use and will not cause injury to any person; and that you will indemnify Kal Tire for all claims resulting from such User Content. Kal Tire has the right, but not the obligation, to monitor and edit or remove any User Content. Kal Tire takes no responsibility and assumes no liability for any User Content.

Indemnification

You hereby agree to defend, indemnify and hold Kal Tire, its partners, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents, successor and assigns harmless from and against any and all claims, losses, liabilities and expenses (including lawyer’s fees) related to or arising out of your use of the Website, including any breach by you of these Terms of Use.

Privacy Policy

Kal Tire collects, uses and discloses your personal information in accordance with the Kal Tire Privacy Policy. You hereby consent to Kal Tire's collection, use and disclosure of your personal information in accordance with the Privacy Policy without any further notice or any liability to you or any other person.

Governing Law and Dispute Resolution

These Term of Use, your use of the Website, and all related matters are governed solely by the laws of the Province of British Columbia and the federal laws of Canada applicable therein, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws. Any dispute between Kal Tire and you or any other person arising from, connected with or relating to the Website, these Terms of Use or any related matters must be resolved before the Courts of the Province of British Columbia, and you hereby irrevocably submit and attorn to the exclusive jurisdiction of those Courts in respect of any such dispute or matter.

Changes to these Terms of Use

Kal Tire may, in its sole discretion, change, supplement or amend these Terms of Use as it relates to your future use of the Website from time to time, for any reason, and without any prior notice or liability to you or any other person. You may not change, supplement, or amend these Terms of Use in any manner.

Other Matters

These Terms of Use, including any changes made to these Terms of Use from time to time, constitutes the entire agreement between you and Kal Tire relating to your use of the Website, and supersedes all previous agreements, written, oral or otherwise, between you and Kal Tire with respect to your use of the Website.

If any provision of these Terms of Use is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

The provisions of these Terms of Use will enure to the benefit of and be binding upon each of Kal Tire and its successors and assigns and related persons, and you and your heirs, executors, administrators, successors, permitted assigns, and personal representatives.

No consent or waiver by either party to or of any breach or default by the other party in its performance of its obligations under these Terms of Use will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by both parties.

The parties have expressly requested and required that these Terms of Use and all other related documents be drawn up in the English language. Les parties conviennent et exigent expressement que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.

Contact Us

If you have any questions regarding these Terms of Use please contact Kal Tire at 1-877-KAL-TIRE.