

Terms of Use | Hello Pack

SALT EXPERIENTIAL COMMERCE, INC. (“WE”/“US”/“SALT”) HAS/HAVE DEVELOPED AND MAKES AVAILABLE THE HELLO PACK WEBSITE LOCATED AT helopack.ca (THE “WEBSITE”) AS PART OF A SERVICE (THE “SAMPLING PROGRAM”) WHICH MAY ENABLE YOU, AS A USER (“YOU”), TO RECEIVE SAMPLES, GIFT CARDS, COUPONS, OR ONLINE COUPON CODES FROM, AND APPLICABLE TO PRODUCTS AND/OR SERVICES PROVIDED BY, OUR PARTNERS/BRANDS (“PARTNERS”).

THESE TERMS OF USE (“TERMS”) APPLY TO ALL USERS WHO USE THE WEBSITE. THE WEBSITE MAY ONLY BE USED BY INDIVIDUALS WHO ARE: I) RESIDENTS OF ONTARIO; II) RESIDENTS OF THE FOLLOWING CITIES: LONDON, ONTARIO, GUELPH, ONTARIO, KINGSTON, ONTARIO OR OTTAWA, ONTARIO AND III) AT LEAST 19 YEARS OLD AT THE TIME OF REGISTRATION ON THE WEBSITE.

BY USING THE WEBSITE OR OTHER WEB PAGES RUNNING THE SAMPLING PROGRAM (“SITES”), YOU ARE AGREEING TO BE BOUND BY THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU ARE PROHIBITED FROM USING THE WEBSITE. THESE TERMS MAY BE AMENDED OR UPDATED BY US FROM TIME TO TIME AND THE MOST CURRENT VERSION WILL BE POSTED ON THE SITE IS ENTIRELY YOUR RESPONSIBILITY TO REVIEW THESE TERMS FOR ANY CHANGES. YOUR USE OF THE WEBSITE AFTER ANY AMENDMENTS OR UPDATES OF THESE TERMS SHALL SIGNIFY YOUR ACCEPTANCE OF AND AGREEMENT WITH ALL SUCH REVISED TERMS. ANY NEW FEATURES OR FUNCTIONS THAT MAY BE ADDED FROM TIME TO TIME WILL BE SUBJECT TO THESE TERMS, UNLESS STATED OTHERWISE, AND NOT REQUIRE SPECIFIC NOTICE OR CONSENT.

You should also read the Salt Privacy Policy (the “Privacy Policy”), which is incorporated by reference into this Agreement and [available at this link](#). If you do not accept and agree to be bound by these Terms, including the Privacy Policy, do not access the Website or use the Sampling Program.

WEBSITE REGISTRATION

In order to use the Website or participate in the Sampling Program, You must complete our online registration form, thereby providing us with certain information, including, but not limited to, Your name, Your date of birth, Your email address, Your mobile number and other information required upon registration. In connection with the operation and use of this Website and the Sampling Program, You hereby authorize Salt and any party claiming through Salt, including other users and Partners, to rely upon any information without making further investigation or inquiry and regardless of the actual identity of the individual transmitting the same.

ACCESS

In order to access and use the Website and participate in the Sampling Program You must:

- access the Website by visiting helopack.ca to participate in a Sampling Program;
- complete Your account profile by registering and providing all applicable information during the account creation process with accurate and complete information;
- accept and abide by these Terms, our Privacy Policy and our Partner’s terms and conditions (if applicable) detailed on the Sampling Program page;
- update Your account profile immediately upon any changes; and

- not use false identities or impersonate any other person or entity or use a name that You are not authorized to use.

RESTRICTIONS ON USE

In using the Website you shall not:

- copy any content from Salt unless expressly permitted to do so herein;
- upload, post, email, transmit or otherwise make available any material that:
 - you do not have a right to make available under any law or under a contractual relationship; infringes any patent, trademark, trade secret, copyright or other rights;
 - is or contains unsolicited or unauthorized advertising or solicitation;
 - contains viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or data or the Site; or contains any falsehoods or misrepresentations or create an impression that you or ought to know is incorrect, misleading, or deceptive, or any in any way harmful;
- impersonate any person or entity or misrepresent an affiliation with a person or entity;
- interfere with or disrupt the Website servers or networks, or disobey any requirements, procedures, policies or regulations of networks connected to the website or probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- intentionally or unintentionally violate any applicable local, provincial, national or international law or regulation;
- collect or store personal data about other users or share or publish any private information of someone, like their address, phone number, email address, and similar information without their explicit written permission;
- license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Website or Sampling Program; or
- modify, translate, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Website or Sampling Program, except to the extent the foregoing restrictions are expressly prohibited by applicable law.

We reserve the right to investigate and prosecute violations of any of the above and/or involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms.

INTELLECTUAL PROPERTY

The Website and the information and materials that it contains and/or displays, are the property of Salt and its Partners or licensors, and are protected from unauthorized copying and dissemination by copyright law, trademark law, and other intellectual property laws. Nothing in these Terms gives you a right to use

our names, trade-marks, logos, domain names, and other distinctive brand features without our prior written consent. You shall not attempt to override or circumvent any of the usage rules or restrictions on the Website. Any future update, or other addition to functionality of the Website shall be subject to these Terms.

FEEDBACK

If you provide us with any suggestions, comments or other feedback relating to any aspect of the Website or Sampling Program (“Feedback”), we may freely use such Feedback or in any other products or services without remuneration to you.

DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS

THE WEBSITE, SAMPLING PROGRAM AND ALL MATERIALS PROVIDED BY SALT OR OUR PARTNERS ARE PROVIDED “AS IS.” WE SPECIFICALLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE OR THE SAMPLING PROGRAM IS AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR MOBILE DEVICE OR SYSTEM, LOSS OF DATA, OR ANY OTHER LOSS THAT RESULTS FROM DOWNLOADING OR USING ANY SUCH MATERIAL. WE DO NOT WARRANT, ENDORSE, GUARANTEE, PROVIDE ANY CONDITIONS OR REPRESENTATIONS, OR ASSUME ANY RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH THE WEBSITE OR OTHER SITE, EVEN IF IT CAN BE REACHED FROM A LINK ON A SALT RELATED SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING ON SUCH SITE, AND WE SHALL NOT BE A PARTY TO ANY TRANSACTION THAT YOU MAY ENTER INTO WITH ANY SUCH THIRD PARTY, REGARDLESS OF WHETHER THAT PARTY IS A SALT USER. WE WILL NOT BE LIABLE FOR ANY TYPE OF CONTENT OR INFORMATION OR ANYTHING ELSE EXCHANGED BY MEANS OR VIRTUE OF THE WEBSITE OR THE SAMPLING PROGRAM.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES THAT RESULT FROM (I) YOUR USE OF OR YOUR INABILITY TO USE THE WEBSITE, THE SAMPLING PROGRAM OR ANY SITE, (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, DATA, INFORMATION OR SERVICES, (III) ERRORS, MISTAKES, OR INACCURACIES IN THE MATERIALS ON THE WEBSITE OR ANY SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND WHATSOEVER ARISING FROM OR RELATING TO YOUR USE OF THE WEBSITE OR THE SAMPLING PROGRAM, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR ANY OTHER FILES OR DATA THAT MAY BE HARMFUL TO YOUR COMPUTER, DEVICES OR COMMUNICATION EQUIPMENT OR DATA THAT MAY HAVE BEEN TRANSMITTED TO OR THROUGH THE WEBSITE, THE SAMPLING PROGRAM, OR A SITE, (VI) ANY ERRORS OR OMISSIONS IN ANY MATERIAL ON THE WEBSITE, A SITE, OR (VII) YOUR USE OF THE WEBSITE, THE SAMPLING PROGRAM, OR A SITE. THESE LIMITATIONS SHALL APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL

AT ALL TIMES BE LIMITED TO THE AMOUNTS YOU PAID US IN THE PRIOR 1 MONTH (IF ANY). THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENSION PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

INDEMNIFICATION

YOU SHALL INDEMNIFY AND HOLD SALT AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, PARTNERS, AND EMPLOYEES, HARMLESS FROM ALL CLAIMS, ACTIONS, PROCEEDINGS, DEMANDS, DAMAGES, LOSSES, COSTS, AND EXPENSES (INCLUDING REASONABLE LEGAL FEES AND RELATED EXPENSES), INCURRED IN CONNECTION WITH OR CAUSED BY ANY USER CONTENT OR MATERIALS SUBMITTED, POSTED, TRANSMITTED OR MADE AVAILABLE BY YOU THROUGH THE SAMPLING PROGRAM, THE WEBSITE OR ANY SITE AND ANY VIOLATION BY YOU OF THESE TERMS. Salt reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event you will fully cooperate with Salt in connection therewith.

TERMINATION

We may, under certain circumstances and without prior notice, immediately terminate your ability to access and use the Website and the Sampling Program. Cause for such termination shall include, but not be limited to, (a) breaches or violations of these Terms or the Privacy Policy (b) requests by law enforcement or other government agencies, (c) a request by you, (d) discontinuance or material modification to the Website or the Sampling Program (or any part thereof), and/or (e) unexpected technical, security or legal issues or problems. Termination of your access to the Website or the Sampling Program may also include removal of some or all of the materials uploaded by you to the Website. You acknowledge and agree that all terminations may be made by us in our sole discretion and that we shall not be liable to you or any third-party for any termination of your access to the Website or the Sampling Program or for the removal of any of the materials uploaded by you to the Website. Any termination of these Terms by us shall be in addition to any and all other rights and remedies that we may have.

AVAILABILITY & UPDATES

The Website may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or for other reasons. We may periodically add or update the information and materials on the Website without notice.

Third Party Links

The Website may contain, and the Sampling Program or third parties may provide, advertisements and promotions offered by Salt and other third parties and links to other web sites or resources. You acknowledge and agree that Salt is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any content, information, statements, advertising, goods or services, or other materials on or available from such websites or resources. Your correspondence or business dealings with, or participation in promotions of, third parties found in or through the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You further acknowledge and agree that Salt shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or

reliance upon, any such content, information, statements, advertising, goods or services or other materials available on or through any such website or resource.

SECURITY

Information sent or received over the Internet is generally unsecure and we cannot and do not make any representation or warranty concerning security of any communication to or from Salt or any representation or warranty regarding the interception by third parties of personal or other information. All personal data that you provide to us in connection with the Website is collected, stored, used and disclosed in accordance with our Privacy Policy. In addition, in common with most online services, we may use “cookies” and Google Analytics to help us understand how people are using Website or the Sampling Program, so that we can continue to improve the service we offer.

BUSINESS PARTNERS

Salt does not have any control over our Partners, and is not and cannot be responsible for their products, services, content, operation or use, with regard to any Salt content or any other content. Salt does not give any representation, warranty or endorsement, express or implied, with respect to the legality, accuracy, quality or authenticity of content, information, products, or services provided by Partners.

Partners may have their own terms of use and/or privacy policies, and may have different practices and requirements to those operated by Salt. You are solely responsible for reviewing any terms of use, Privacy Policy or other terms, if any.

Products obtained through the Sampling Program may be subject to limited quantities. Salt and/or our Partners have the sole discretion to select users to receive any product through the Website and/or Sampling Program. By registering as a user to the Website and/or Sampling Program, You acknowledge and understand that you may not receive any product and your participation is subject to these Terms.

Salt disclaims any and all responsibility or liability for any harm resulting from your use of Partner products and services, and you hereby irrevocably waive any claim against Salt with respect to the content or operation of any Partner product or service.

You acknowledge that is entirely the responsibility of, and at the discretion of Partners, and not Salt, to: (i) provide and transfer samples, gift cards, and online coupon codes; and (ii) determine and honour the value and validity of any samples, gift cards, and online coupon codes.

You acknowledge that you shall not attempt to reproduce, sell, or otherwise transfer Partner samples, gift cards, or online coupon codes in any manner not authorized by both Partners and Salt in writing.

PRIVACY POLICY

We will only use and disclose Your Information in accordance with these Terms of Use and our most current Privacy Policy which is available on the Website. You represent that You have read the terms of such Privacy Policy, and agree that such terms are reasonable.

BUSINESS OR ASSET TRANSFER OR SALE

Salt may be sold, might sell or buy businesses or assets of businesses, or Salt might merge with another business. Normally, in the instance such transactions, user information is one of the transferred business

assets. In the event that Salt, a line of business of Salt, or substantially all the assets of Salt are transferred as part of such a transaction, your information may well be one of the transferred assets. Salt will make reasonable effort to provide notice on Salt and to notify you via email to the most recent email address that you have provided to Salt of any such change in ownership or control of your Personal Information.

APPLICABLE LAW

The laws applicable to the interpretation of these Terms shall be the laws of the Province of Ontario, Canada and applicable federal law, without regard to any conflict of law provisions. You and Salt irrevocably agree that venue and jurisdiction for any disputes arising hereunder lies exclusively in Ontario, Canada, and You hereby submit to personal jurisdiction in Toronto, Ontario, Canada and waive any objection to venue, jurisdiction and *forum non conveniens*.

GENERAL

These Terms, in conjunction with our Privacy Policy, constitute the entire agreement between the parties relating to the Website and the Sampling Program. If any part of these Terms is held to be unlawful, void, or unenforceable, that part shall be deemed severed and this shall not affect the validity and enforceability of the remaining provisions. Our failure to exercise or enforce any right or provision under these Terms shall not constitute a waiver of such right or provision. Any waiver of any right or provision by us must be in writing and shall only apply to the specific instance identified in such writing. You may not assign the Terms or any rights or licenses granted hereunder, whether voluntarily, by operation of law, or otherwise, without our prior written consent, however, this agreement and the rights granted and obligations undertaken hereunder may be transferred, assigned, or delegated in any manner by Salt.

CONTACT

If you have any questions about these Terms or if you wish to make a comment or complaint regarding the Website or the Sampling Program, please contact us at: **hello@hellopak.ca**