

## Terms of service (February 2018)

### ***PLEASE READ THESE TERMS AND CONDITIONS PRIOR TO THE USE OF THIS WEBSITE.***

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As the terms of this Agreement may be modified at The Seller’s sole discretion, without any obligation to notify you, we advise that from time to time you check this webpage to review the changes. Your continued use of this webpage shall constitute your consent to any changes.

The Seller : T Importation Inc – 4597 Boul Metropolitain Est H1R 1Z4 Montreal – REG-1172819394

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10. Return Policy: If any of our products do not meet your expectations, we want to know. As such, please email [info@kusmi.ca](mailto:info@kusmi.ca), and please include your order number and a description of the reason for the return. We will gladly exchange or refund your purchase within thirty (30) days of receipt of the returned merchandise. Please note that refunds will only be issued to the same credit card that was used for the original purchase.
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13. Indemnification: You agree to indemnify, defend and hold harmless (including reasonable legal fees) The Seller, its officers, directors, employees or agents from any action arising from your misuse of this website or the breach of any of the provisions of this Agreement.
14. Miscellaneous: This webpage, any use of this webpage and any dispute relating thereto to or to the products purchased therein shall be governed and construed by the laws applicable to the Province of Quebec, without regard to conflict of law rules. Both The Seller and you agree to the exclusive jurisdiction of the Province of Quebec.

This Agreement and the Privacy Policy shall constitute the entire agreement between the parties and there are no other written or verbal agreements or representations relating to the subject matters described herein.

Should any provision of this Terms of Use be deemed invalid or unenforceable, those provisions shall be severed from the Agreement, but shall not affect the validity of the other provisions.
15. The webpage is host in Europe (Irlande), in AWS datacenters (Amazon Web Services).

## Privacy

The Seller believes in providing you with a webpage that respects your privacy. To access certain portions of this webpage, you will first be asked to provide us with personal information, which we will do our utmost to protect. This privacy policy will help you understand how The Seller collects, uses and discloses your information.

By accessing this webpage, you are consenting to the collection and the use of your information by The Seller, but only to the extent described in this Privacy Policy.

As the terms of this Privacy Policy may be modified at The Seller's sole discretion, without any obligation to notify you, we advise that from time to time you check this webpage to review the changes. Your continued use of this webpage shall constitute your consent to any changes.

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  - Statistical information of a non-personal nature: When you access our webpage, The Seller will automatically collect certain non-identifying information, which will be collected without your knowledge or consent (hereinafter referred to as "Non-Personal Information"). Such collection is performed by most webpages, and will not allow you to be personally identified. For example, The Seller utilizes "cookies", which do not contain any personal information that allows you to be identified, but which contains certain statistical information. You can instruct your computer to inform you whenever a cookie is being sent, or you can disallow cookies through you web browser. If you do choose to disallow cookies, some features of this webpage may not function, or your ability to choose some of the options may be limited.
  - Information of a personal nature: To use some of the functions on our webpage, you will be asked to provide Personal Information from which you can be identified (hereinafter referred to as "Personal Information"). We will obtain your consent prior to collecting Personal Information. The purposes for the collection of Personal Information are the following:
    - To process, deliver, bill for, and collect payment for purchase products;
    - To facilitate your purchase with our affiliated service providers;
    - To anticipate and resolve problems with your service; and
    - To update you on changes to our services or products, including new promotions.

The Seller expressly acknowledges that we will not use any Personal Information for any other purposes without your consent or as required by law. The Personal Information we collect will

vary depending on how you are using the webpage, but may include your name, address, email address, credit card information, credit information, and telephone number.

2. **Withdrawal of Consent:** We will not collect any Personal Information from you without your knowledge and consent. You may withdraw your consent at any time by sending a written request to [info@kusmi.ca](mailto:info@kusmi.ca). Upon receiving notice that you have revoked your consent, we will stop using your Personal Information within a reasonable time, which will vary depending on what information we have collected and for what purpose, and we will send you a confirmation email stating same.
3. **Sharing Information:** The Seller will only use your information in connection with the purposes described herein. Further, The Seller will not sell, trade, or disclose to third parties any of the information collected on this webpage, except as follows:
  - **Affiliated Service Providers:** The Seller may share your information with our affiliated service providers, with whom we are affiliated so as to better serve you. For example, we may share your credit card information with the credit card service provider to process your purchase. When The Seller uses affiliated service providers, it requires them to have the same level of privacy protection as we have, and therefore we expect that your information will be handled with the same level of care that we employ.
  - **Where required by law:** The Seller may share the collected information where required by law, specifically in response to a demand from government authorities where such demand meets the legal requirements.
  - **Statistical Analysis:** We may share aggregated statistical information with third parties for advertising or marketing purposes. No Personal Information will be shared in this manner.
  - **Protection of Your Information:** We take very seriously our responsibility to protect the information that you are entrusting us with. As such, we limit access and use state of the art technologies to safeguard Personal Information from unauthorized intrusions. It should be noted that while we will do our utmost to protect your information, no security procedure is currently 100% effective. Should any breach of your personal information occur, we will inform you as soon as possible.
  - **Right to Examine Information:** You have the right to examine any of your Personal Information that we collect. Should you wish to examine the information, please send us a written request to: [info@kusmi.ca](mailto:info@kusmi.ca). We reserve the right to charge you a reasonable administrative fee to access your information.
  - **The Sites are not targeted towards, nor intended for use by, anyone under the age of 13.** If you are between the ages of 13 and the age of majority in your province/territory of residence, you may only use the Sites under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use.
  - **Should you no longer wish to receive our emails, please update your preferences at [MY ACCOUNT](#)**
  - **Miscellaneous:** This Privacy Policy shall be governed and construed by the laws applicable to the Province of Quebec, without regard to conflict of law rules. Both The Seller and you agree to the exclusive jurisdiction of the Province of Quebec.

**This Privacy Policy and the Terms and Conditions Agreement shall constitute the entire agreement between the parties and there are no other written or verbal agreements or representations relating to the subject matters described herein.**