

Wirez User Agreement

Welcome to www.gotwirez.com, an information site and online store and (collectively, the "Site"). Any person who wishes to access the Site to buy goods or to use the other services provided on the Site (collectively, the "Services") must accept the terms and conditions of this User Agreement, without change. PLEASE REVIEW THE FOLLOWING TERMS OF SERVICE CAREFULLY BEFORE USING THE SITE. BY REGISTERING FOR AND USING THE SERVICES, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL POLICIES AND GUIDELINES INCORPORATED BY REFERENCE.

Wirez Inc. (herein known as "Wirez") reserves the right to change any of the terms and conditions contained in this Agreement or any policies or guidelines governing the Site or Services, at any time and at its sole discretion. Any changes will be effective upon posting of the revisions on the Site. You are responsible for reviewing the notice and any applicable changes. Changes to referenced policies and guidelines may be posted without notice to you. You can review the most current version of this Agreement at any time, [here](#). YOUR CONTINUED USE OF THIS SITE AND THE SERVICES FOLLOWING WIREZ'S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS. IF YOU DO NOT AGREE TO ANY CHANGES TO THIS AGREEMENT, DO NOT CONTINUE TO USE THE SERVICES OR THIS SITE.

1. Eligibility.

Use of the Site and the Services is limited to parties that lawfully can enter into and form contracts under applicable law. Without limiting the foregoing, minors may not use the Services. Every person who uses the Services hereby represents to Wirez that he or she is not a minor, is at least over the age of eighteen (18) and may otherwise enter into and form binding contracts under applicable law. To register, you must provide your name, address, phone number, e-mail address, and valid credit card information.

2. Fees and Payment Terms.

Any fee schedule and payment terms in effect on the date of the purchase of the item shall govern the transaction. All fees are quoted in Canadian Dollars. Please note that the fees for our services may change from time to time. Please check the fees and terms each time you participate. We may at our sole discretion change some or all of our services at any time. In the event that we introduce a new service, the fees for that service will become effective upon the launch of the service.

3. Applicable Policies and Guidelines.

You agree to abide by the procedures and guidelines for conducting and participating in and other transactions contained in which are incorporated by reference into, and made part of, this Agreement. The policies, procedures and guidelines explain the processes and set out acceptable conduct and prohibited practices. These policies, procedures and guidelines may be changed by the future, and will be effective immediately upon posting, without notice to you. You should regularly refer to these to

understand the current procedures and guidelines for participating and to be sure that the goods offered for sale or want to buy can be purchased on the Site.

Wirez Direct Sales. Clarion Canada Inc. is the seller of the products offered at the www.gotwirez.com website. These products, responsibility for all aspects of the product and the product listing, including product descriptions, identification of quantities, establishment of starting and establishment of reserve requirements (if any) and shipping are the responsibility of Clarion Canada Inc.

5. www.gotwirez.com Payments

www.gotwirez.com currently accepts Visa or Mastercard credit card payments. No phone orders can be accepted. You warrant that any payment method selected by you when placing an order shall enable you to make full and immediate payment for the item(s) chosen. In the event that the chosen payment method does not enable you to make full and immediate payment for any reason, including without limitation insufficient funds or credit decline, Clarion Canada Inc. may in their sole and absolute discretion cancel your order. In such case Clarion Canada Inc. may in its sole and absolute discretion (but shall not be required to) designate the next order (meeting the applicable minimum order or reserve requirements) as the Payment for the order. At www.gotwirez.com's sole discretion, but without any obligation, alternate payment methods may be arranged with the order(s) in the case where a payment method has been declined.

6. Wirez Reservation of Rights

Wirez retains the right, but does not have the obligation, to immediately halt any order, prevent or restrict access to the Site or the Services or take any other action to restrict access to or availability of objectionable material, any inaccurate listing, any inappropriately categorized items, any unlawful items or any items otherwise prohibited by the procedures and guidelines contained in the Help Pages, and to correct any inaccurate listing or any inappropriately categorized items in www.gotwirez.com.

7. Your Transactions and Obligations.

Buyers create different obligations by accessing the Site and using the Services.

Each item available for purchase on www.gotwirez.com indicates whether a price has been established to sell. If you are to purchase a product you are obligated to complete the transaction. Wirez purchases are not retractable.

By entering into this Agreement and (a) purchase, you agree to complete the transaction as described by this Agreement. You acknowledge that by not fulfilling these obligations, your action or inaction may be legally actionable.

Items purchased at www.gotwirez.com will be charged sales tax based on the shipping province. Whether directly or through any payment service or issue, if the item cannot be shipped at the close of the sale, the Buyer will be notified. Any buyer who believes he/she may be entitled to a refund on this basis should contact Clarion Canada Inc. at 905-829-4600, ext 7007.

Illegal Activity. Compliance with Laws; Fraud.

The Site and Services only may be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding use of the Services, including in regard to purchasing items. You may not use an invalid or unauthorized credit card. You may not make purchases under a false name, impersonate any participant. Such fraudulent conduct is a violation of federal, state and provincial laws. Fraudulent conduct will be reported to law enforcement, and www.gotwirez.com will cooperate to ensure that violators are prosecuted to the fullest extent of the law.

Breach.

Without limiting other remedies, www.gotwirez.com may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your ability to purchase and refuse to provide our services to you.

8. Privacy, Monitoring and Disclosure.

Wirez and Clarion Canada Inc. is committed to protecting your privacy. Except as authorized herein and unless otherwise authorized or consented, you agree not to use any information regarding other is accessible from the Site or disclosed to you by www.gotwirez.com except to enter into and complete transactions. You agree not to use any such information for purposes of solicitation, advertising, unsolicited e-mail or spamming, harassment, invasion of privacy, otherwise objectionable conduct or otherwise inconsistent with our privacy policy.

Investigation.

As permitted by applicable law and consistent with our privacy policy, www.gotwirez.com has the right, but not the obligation, to monitor any activity and content associated with this Site. Wirez may investigate any reported violation of its policies or complaints and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of service, denying access and/or removal of any materials on the Site, including purchases. Wirez reserves the right and has absolute discretion, to remove, screen or edit any content that violates these provisions or is otherwise objectionable.

Disclosure of Information.

As permitted by applicable law, Wirez also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties. In order to cooperate with information requests, to protect www.gotwirez.com's systems and customers, to allow users to resolve disputes, or to ensure the integrity and operation of www.gotwirez.com's business and systems or other purposes deemed reasonable by

www.gotwirez.com, www.gotwirez.com and Clarion Canada Inc. may access and disclose any information it considers necessary or appropriate, including, without limitation, user contact details, IP addressing and traffic information, usage history and posted content.

9. Warranties.

The products and services available at www.gotwirez.com are provided with a manufacturer's warranty. As such, all warranty claims should be made directly with the manufacturer of the product.

THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. CUSTOMER'S USE OF AND RELIANCE THEREON ARE AT CUSTOMER'S OWN AND SOLE RISK. WWW.GOTWIREZ.COM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION

THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT;

THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR;

ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND

ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF WWW.GOTWIREZ.COM.

TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WWW.GOTWIREZ.COM DISCLAIMS ANY AND ALL SUCH WARRANTIES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, WHICH YOU OBTAIN FROM WIREZ OR THROUGH THE USE OF SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

10. General Release.

BECAUSE WIREZ AND CLARION CANADA INC. IS INVOLVED IN TRANSACTIONS BETWEEN THE PURCHASER AND WWW.GOTWIREZ.COM, IF A DISPUTE ARISES BETWEEN ONE OR MORE PARTICIPANTS, EACH PARTICIPANT RELEASES WIREZ (AND ITS AGENTS AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

11. Limitation of Liability.

WWW.GOTWIREZ.COM WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SITE, THE SERVICES, THE INABILITY TO USE THE SERVICES OR THOSE RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES WHETHER SUCH

DAMAGES ARISE UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

12. Indemnity.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD WIREZ AND OUR SUBSIDIARIES, PARENTS, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITIES, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES) ARISING FROM OR IN CONNECTION WITH (A) YOUR BREACH OF THIS AGREEMENT, INCLUDING THE DOCUMENTS INCORPORATED BY REFERENCE; (B) YOUR VIOLATION OF ANY STATE, PROVINCIAL, FEDERAL FOREIGN OR INTERNATIONAL LAWS, CODES OR REGULATIONS; AND/OR (C) YOUR VIOLATION OF ANY THIRD PARTY'S RIGHTS, INCLUDING, BUT NOT LIMITED TO, INFRINGEMENT OF ANY COPYRIGHT, VIOLATION OF ANY PROPRIETARY RIGHT AND INVASION OF ANY PRIVACY RIGHTS. THIS OBLIGATION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Licenses

You grant by entering into this Agreement and purchasing an item, you grant Wirez and its affiliates a non-exclusive, world-wide, royalty-free, irrevocable, right to exercise all copyright, trademark rights, and rights of publicity over the material displayed in purchases in any existing or future media, known or unknown, now or at any later date. This grant shall be limited to Wirez's and its affiliates' use of your materials in connection with the Site and the Services, which may include advertising and promotion for the Site and the Services. Represent and warrant that own or otherwise control all of the rights to the materials displayed in purchases, and that the use of such materials by www.gotwirez.com and its affiliates will not infringe upon or violate the rights of any third party.

Wirez Grant. Wirez grants a limited license to each participant to make personal use only of the Site and the Services in accordance with this Agreement. This license expressly excludes, without limitation, any reproduction, duplication, sale, resale or other commercial use of the Site and the Services (other than the buying and selling of items in accordance with this Agreement), making any derivative of the Site or the Services, the collection and use of participant e-mail addresses or other participant information, ratings or listings, or any data extraction or data mining whatsoever.

14. Termination.

Wirez, at its sole discretion, may terminate or modify this Agreement, access to the Site or the Services, or any current sales immediately without notice for any reason.

15. General Provision

Entire Agreement. This Agreement and the general terms, conditions set forth on the Site, including but not limited to those set forth in the Help Pages, Privacy Policy, constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes and cancels all prior and contemporaneous agreements, claims, representations and understandings of the parties in connection with the subject matter hereof.

No Agency; Third-Party Beneficiary.

Wirez is not the agent, fiduciary, trustee or other representative of you. Nothing expressed or mentioned in or implied from this Agreement is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of www.gotwirez.com, you, and relying buyers.

Severability. If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

No Waiver. Wirez's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of www.gotwirez.com's right to subsequently enforce such provision or any other provisions of this Agreement.

*Prices and sale of products offered on this site are limited to Canada only at this time.