

Divergent Initiatives Privacy Policy

Divergent initiatives endeavours to protect your privacy to the highest level. The below information outlines the nature and use of your personal information. These policies are subject to change so its encouraged that they are reveiwed on a regular basis.

1. Personal Information

You are free to explore the website without any personal information, however, should you desire to make a transaction or communicate with Divergent Initiatives you will be required enter your personal information. This information can range from simply an email address to full contact information and credit card info related to the transaction. During the transaction you will be notified of your option to opt out of any further marketing by tick box.

2. Use of User Information

Divergent Initiatives' primary usage for your information is focused on accurately performing a transaction and ensuring its correct delivery. The secondary usage could potentially allow us to communicate with you in the future, either launching new products, inviting your participation in surveys or invite your expert opinion or editorial. The usage ends here, your information is not for sale or to be shared with any other organization.

3. Disclosure of User Information

Your information is solely used for the purposes of providing you with product however in order to provide you with this product your information must be shared with our shipping companies for delivery and potentially to customs should the product you are ordering be directly shipped.

4. Accuracy of Data

As well as the protection of your data we are also committed to maintaining the accuracy of this data. Should you find any errors in transposition of data, spelling etc. please feel free to contact us with the corrections. As there are interaction points that involve transfer of information, collection of information over the phone and so on, there are places were errors can be made. As a means to reduce any of these errors, please review confirmation emails to ensure accuracy. This information is very important to ensure the safe and accurate delivery of our product to you.

5. Usernames and Passwords

Access to certain content on our web site may be allowed under a written agreement between you and Divergent Initiatives and will require a username and/or password. In some cases failure to provide personal information may prevent you from accessing certain Divergent Initiatives related web site(s) containing certain confidential information, products, services, or promotional offers. By accessing and using our protected and secured web site(s), you agree to maintain the confidentiality of the username and password you selected to access such site(s) and consent to our Terms of Use.

6. Cookies

Divergent Initiatives uses "cookies". A cookie is a small data file that a web site can transfer to a visitor's hard drive to keep records of the visits to such site. A cookie contains information such as your username and password that helps us recognize the pages you have visited and improve future visits, but the only personal information a cookie can contain is the information that you provide yourself. Information stored in cookies may be encrypted but credit card information is not stored in this method. If you prefer not to accept a cookie, you can set your web browser to warn you before accepting cookies or you can refuse all cookies by turning them off in your web browser. However, access to some of our secured web site(s) may require the use of cookies which you must enable only cookies that get sent back to the originating server. We can't guarantee proper operation of all browsers in this mode but encourage you to try if cookies are of concern to you.

7. External Links

Divergent Initiatives' web site may provide links to other third party web sites. Even if the third party is affiliated with Divergent Initiatives through a business partnership or otherwise, Divergent Initiatives is not responsible for the privacy policies or practices or the content of such external links. These links are provided to you for convenience purposes only and you access them at your own risk.

8. Terms of Use

Please see our Terms of Use, which describes the restrictions, disclaimers, indemnification and limitation of liability governing the use of the entire Divergent Initiatives web site.

Divergent Initiatives' Terms of Use

This site is provided as a convenience service to our customers. Please review the following basic rules that govern your use of our Site (the "Agreement"). Although you may "bookmark" or "copy and paste a link" a particular portion of this Site and thereby bypass this Agreement, your use of this Site (www.divergentinitiatives.com and affiliated sub-sites) still binds you to the terms outlined below.

Limited License

Subject to these Terms of Use, we grant you a non-exclusive, non-transferable, limited right to access, use and display this Site and individual pages from this Site (www.divergentinitiatives.com and affiliated sub-sites) for your own personal, noncommercial use, provided that you agree to and accept without modification the notices, terms and conditions set forth in this Terms of Use Agreement. This agreement supersedes any informal agreements in question, and further, authorization is not a transfer of title in any of the products, software, information or materials located on our Site (collectively, "Materials") and copies of the Materials is subject to the following restrictions:

- 1 you must retain and honour all copyright and other proprietary notices contained in the Materials acquired or downloaded.
- 2 you may not modify the Materials in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any public or commercial purpose.
- 3 transfer of the Materials to any other person is prohibited unless they agree to accept the obligations arising under these Terms of Use. Except as expressly provided herein, we do not grant any express or implied right to you under any patents, trademarks, copyrights or trade secret information. In addition, as a condition of your use of this Site, you represent and warrant to us that you will not use this Site for any purpose that is unlawful, immoral or prohibited by applicable law or by this Agreement. Other than this Agreement and agreements between you and Divergent Initiatives relating to the sale of products or services to you through this Site, Divergent Initiatives will not enter into any agreement with you or obligation to you through this Site and no attempt to create such an agreement or obligation will be effective.
- 4 your use of this Site is unauthorized in any jurisdiction where all or any portion of this Site may violate any legal requirements and you agree not to access this Site in any such jurisdiction. You are responsible for compliance with applicable laws. Any use in contravention of this provision or any provision of this Agreement is at your own risk and Divergent Initiatives assumes no liability or responsibility.

Periodic Changes

We may choose terminate, change, suspend or discontinue all or any aspect of this Site including the availability of any features of the Site, at any time. We also may impose limits on certain features, products and services or restrict your access to all or any part of the Site without notice or liability. We may terminate the authorization, rights and license given above and, upon such termination you shall be obligated to immediately destroy all Materials. We reserve the right to change Product pricing, terms, specifications and warranties without notice. We also reserve the right, and do, update and modify these Terms of Use from time to time without prior notice, and potentially, modify your access. Following any such changes means that you unconditionally agree to follow and be bound by these Terms of Use as changed. For this reason, we encourage you to review these Terms of Use whenever you use this Site.

Site Materials, Trademarks and Copyrights

All of the content you see on this Site, including, for example, all of the page headers, images, illustrations, graphics, audio clips, video clips, and text, are subject to intellectual property rights or licenses held by Divergent Initiatives, one of its affiliates or by third parties who have licensed their materials to Divergent Initiatives. The Divergent Initiatives name and logos and all related product and service names, design marks and slogans are the trademarks or service marks of Divergent Initiatives or one of its affiliates. All other marks are the property of their respective companies. Any use of Divergent Initiatives trademarks require proper acknowledgment and permissions.

All graphic, content and Materials on this Site, and all software used on this Site, is the property of Divergent Initiatives or its content or software suppliers, as applicable, and protected by Canadian, U.S. and international copyright laws. You may use the Materials on this Site as a shopping resource only. Any other use, including the reproduction, modification, distribution, transmission, republication, display or performance, of the Materials on this Site is strictly prohibited. You agree to comply with all copyright laws worldwide in your use of this Site and to prevent any unauthorized copying of the Materials. The entire content of the Site is copyrighted as a collective work under international copyright laws.

Orders

Divergent Initiatives will make every effort to fulfil all orders but can make no guarantee on the availability of any given product on this Site. We reserve the right to discontinue the sale of any product or service. Further we retain the right to remove any Materials listed on this Site and to change pricing, terms, specifications and warranties at any time without notice. Product prices offered on this Site may vary from other advertised prices due to varying conditions in different geographic markets or distribution channels. The prices displayed on this Site are quoted in Canadian dollars, and such prices do not include shipping and handling

or sales taxes, these are either added to your final invoice or cart prior to check out. You are responsible for the payment of any shipping and handling charges unless implicitly stated otherwise and provincial and local sales or use taxes that may apply to your order. Also, please note that some of the Products displayed on this Site or in our catalogs, including any sale or discounted items, may or may not be available in stock and vice versa.

Please see below for national and provincial break down on taxes.

| Province | HST | GST | PST | Total Tax |
|---|-----|-----|------------------------------|----------------|
| British Columbia | | 5% | 7% | 12% |
| Alberta | | 5% | | 5% |
| Saskatchewan | | 5% | 5% | 10% |
| Manitoba | | 5% | 8% | 13% |
| Ontario | 13% | | | 13% |
| Québec | | 5% | 9.975% [b 2] | 14.975% |
| New Brunswick | 13% | | | 13% |
| Nova Scotia | 15% | | | 15% |
| Prince Edward Island | 14% | | | 14% |
| Newfoundland and Labrador | 13% | | | 13% |

<http://www.cra-arc.gc.ca/tx/bsnss/tpcs/gst-tps/rtts-eng.html>

Site Appearance vs Physical Product

We have done our best to display as accurately as possible the colors of the products shown on our Site. However, because the colors you see will depend, in large part, on your monitor and computer, we cannot guarantee that your monitor's display of any color will be accurate. Further, there are certain product lines where art was not available when product was entered so a similar picture may have been used to illustrate or provide a basic idea of the described product. Further efforts over time will ensure the accuracy of product depiction, however, we are not responsible for variation of product appearance on website vs delivered product.

Correction of Errors

We do not guarantee that any Materials or other content is accurate or complete, including price information and product specifications. If we discover price errors, they will be corrected on our systems, and the corrected price will apply to your order. We reserve the right to revoke any stated offer, to update content and Materials on our Site and to correct any errors, inaccuracies or omissions at any time without notice. We also reserve the right to refuse or cancel any order containing any error or inaccuracy, including after the order has been submitted, whether or not the order has been confirmed and your credit card charged. If your order is canceled after your

payment has been processed, we will issue a full refund to the original pay type.

Third-Party Sites

As a convenience to you, we may provide on our Site links to websites by represented manufacturers or other affiliates operated by other organizations. If you link to and/or use these other websites, you will leave this Site and please understand that we have no control or responsibility over the content on those other website. You incur your own risk by visiting these sites and it is encouraged that you have proper anti-virus, anti spam or anti-phishing software to mitigate against this. We make no warranty or representation regarding any linked website or the information appearing thereon or any of the products or services described thereon. Links do not imply that we or this Site sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked site is authorized to use any trademark, trade name, logo or copyright symbol of or any of its affiliates or subsidiaries.

External Links to Our Site

Divergent Initiatives welcomes promotion of our Site, however, all links to our Site must be approved in writing by us. Acceptable usage, once establish in writing, includes links in which the appearance, position, and other aspects of the link do not create the false appearance that an entity or its activities or products are associated with or sponsored by Divergent Initiatives. And, further, be such as to damage or dilute the goodwill associated with the name and trademarks of Divergent Initiatives or its affiliates. We reserve the right to revoke this consent to link at any time in our sole and absolute discretion.

Information Provided By You

Any personally identifiable information you may provide to us via this Site is protected by the Privacy Policy associated with this Site. We do not encourage you to send any confidential or proprietary information to us via the Site. You agree that any information or materials that you or individuals acting on your behalf provide to us including, without limitation, any comments, feedback, ideas, data, suggestions or the like regarding this Site, or submitted or offered in connection with your use of this site in connection with our products, services or other Materials (collectively, "Feedback"), are not considered confidential or proprietary. Should you wish to communicate in confidence please request someone via the Site or call into our business line. You further understand and agree that we shall have no obligation of any kind with respect to such Feedback and that you are and shall remain solely responsible for the content of any such Feedback. By providing any such information or materials, including Feedback, to us, you grant to us an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce, display, disclose, publicly perform, transmit and distribute such information and materials, and you further agree that we are free to use any ideas, concepts, know-how and/or Feedback that you or individuals acting on your behalf provide to us including, but not limited to, developing, manufacturing and marketing products and services incorporating such ideas, concepts, know-how and/or Feedback. Thus, we will own exclusively all such rights, titles and interests and shall not be limited in any way in our use, commercial or otherwise, of any Feedback. It is implied

that Divergent Initiatives owns this information/Feedback and is not obligated to provide any compensation for its supplier. You further recognize that we do not want you to, and you warrant that you shall not, provide any information or materials to us that is defamatory, threatening, obscene, harassing, or otherwise unlawful, or that incorporates the proprietary material of another. To re-iterate, if a formal agreement or presentation of an idea is your goal, do not supply it to the general site rather, ensure you have engaged a responsible party before proceeding.

NO WARRANTIES; EXCLUSION OF LIABILITY

THIS SITE IS PROVIDED BY **Divergent Initiatives** ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED AS TO THE OPERATION OF THE SITE, THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED ON THIS SITE, OR THE SUITABILITY OF THE MATERIALS ON THIS SITE FOR ANY PURPOSE. THE MATERIALS MAY CONTAIN INACCURACIES AND TYPOGRAPHICAL ERRORS. WE DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE MATERIALS OR THE RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THIS SITE. YOU ACKNOWLEDGE THAT ANY RELIANCE ON ANY SUCH OPINION, ADVICE, STATEMENT, MEMORANDUM, OR INFORMATION SHALL BE AT YOUR SOLE RISK. WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE SITE AND WE MAY MAKE ANY OTHER CHANGES TO THE SITE, THE MATERIALS AND THE PRODUCTS, PROGRAMS, SERVICES OR PRICES (IF ANY) DESCRIBED IN THE SITE AT ANY TIME WITHOUT NOTICE. THIS SITE, THE INFORMATION AND MATERIALS ON THE SITE, AND THE SOFTWARE MADE AVAILABLE ON THE SITE, ARE PROVIDED "AS IS" AND WE SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL WE OR OUR AFFILIATES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS SITE, THE CONTENT OR THE MATERIALS IN THIS SITE, THE DELAY OR INABILITY TO USE THIS SITE OR OTHERWISE ARISING IN CONNECTION WITH THIS SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. THIS DISCLAIMER DOES NOT APPLY TO ANY PRODUCT WARRANTY OFFERED BY THE MANUFACTURER OF THE ITEM. IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE SITE DURING THE SIX MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

Site Security

You are prohibited from violating or attempting to violate the security of the Site, including,

without limitation, accessing data not intended for you or logging onto a server or an account which you are not authorized to access; attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mailbombing" or "crashing;" sending unsolicited email, including promotions and/or advertising of products or services; or forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and cooperate with law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from us on this Site and other than generally available third party web browsers (e.g., Netscape Navigator, Microsoft Explorer).

Password Security

If you register for an account on our Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

International Users

This Site is controlled, operated and administered by Divergent Initiatives from its offices within Canada. We make no representation that Materials at this Site are appropriate or available for use at other locations outside of Canada and access to them from territories where their contents are illegal is prohibited. You may not use the Site or export the Materials and/or products in violation of Canada export laws and regulations. If you access this Site from a location outside of the Canada, you are responsible for compliance with all local laws. Information, Products and Materials published on the World Wide Web may contain references or cross references to our products, programs and services that are not announced or available in your country. Such references do not imply that we intend to announce such products, programs or services in your country. Further to this, agreements with vendors have been struck with the intention to supply the Canadian market. Though this arrangement is subject to change in future, for the current moment Divergent Initiatives delivers to Canada only. If special delivery arrangements must be made on a case by case basis, you are encouraged to approach us directly.

Contacting Us

If you have any questions about this Agreement, please contact us at:

Email: johnm@divergentinitiatives.com

Toll Free: 1 877 453 0595

Fax: 647 689 2378

Please note however that we do not guarantee that we will receive all of your communications or other information in a timely manner and we will not be legally obligated to read, act on or respond to any such communication or other information.

Indemnification

You agree to defend, indemnify, and hold Divergent Initiatives and its parent and affiliates, and its and their respective directors, employees, agents, successors, and assigns harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of this Site.

Termination of Use

We may terminate your access or suspend your access to all or part of the Site without notice for any conduct that we, in our sole discretion, believe is a violation of these Terms of Use, is in violation of any applicable law, or is harmful to the interests of another user, customer, recipient, licensor, content or service provider, us or our parent or affiliates.

Governing Law/Venue

This Site resides on a server(s) in the Province of Ontario and Quebec. This Agreement shall be governed in all respects by the laws of the Province of Ontario, excluding its rules governing conflict of laws. You agree that any claim or dispute you may have against Divergent Initiatives or its parent or affiliates must be resolved by a court located in Toronto, Ontario. You agree to submit to the personal jurisdiction of the courts located within Province of Ontario for the purpose of litigating all claims or disputes. Any cause of action you may have with respect to your use of the Site must be commenced within one (1) year after the claim or cause of action arises.

Waiver

Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

Severability

If all or any part of this Agreement is invalid or unenforceable under applicable law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall govern such use.

Entire Agreement

This Agreement represents the complete agreement between the parties and supersedes all prior agreements and representations between them. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the other terms of this Agreement shall remain in full force and effect.

Independent Contractors

You agree that no joint venture, partnership, employment or agency relationship exists between you and us as a result of this Agreement or your use of this Site.

Modification

No modification of this Agreement shall be effective unless it is authored and/or signed by Divergent Initiatives or its affiliates. A printed version of this Agreement and/or any notice given by us in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement or your use of this Site to the same extent and subject to the same conditions as other business documents and records originally generated and maintained by us in printed form.

Privacy

We realize that customers are concerned about how the information they provide online will be used. We are committed to protecting your privacy and will use the information we collect about you to process your order and provide a more personalized shopping experience. Please read our Privacy Policy for more details.

Divergent Initiatives Terms and Conditions of Sale

Product Specifications

Product specifications are subject to change without prior notice.

Standing orders/ Regular shipments

Customers who request in writing that stock be sequestered for their use, are responsible for the purchase of all their sequestered stock within a defined period of time.

Product Availability

Divergent Initiatives may become unable to continue to supply product due to manufacturer or changes in agreements. In all such cases, Divergent Initiatives will endeavor to inform the customer of the situation but will take no responsibility or liability on any customer costs associated with this occurrence.

Payment Terms

Payment terms are 30 days from date of invoice or Visa or Mastercard credit card order transaction date. Payment in full will be required within this 30 day period. Interest will commence on the 31st day at a 15% interest rate compounded monthly.

Original Manufacturer Warranties

Stated product warranty to commence from the date of invoicing unless some other formal agreement has been made and documented. Warranties are held with the manufacturer and as such Divergent Initiatives will help facilitate the process but ultimately the responsibility to ensure operational product within the duration of the warranty period falls on the specific manufacturer and not Divergent Initiatives.

Limitation of Liability

Divergent Initiatives hereby disclaims all other warranties or guarantees whether statutory, written, oral, expressed or implied including without limitation, any warranty for a particular purpose beyond the published Divergent Initiatives and product manufacturer claims. Divergent Initiatives warrants to the original purchaser of the goods that:

The liability of Divergent Initiatives under this limited warranty does not extend to any products which are modified, misused or damaged by the end-user or any other persons. Product which becomes defective or non-conforming through the actions or inaction of the Customer or any outside persons are not the responsibility of Divergent Initiatives.

If any product warranted proves to be defective or non-conforming to Divergent Initiatives and product manufacturer published claims, Divergent Initiatives sole liability and the Customer's sole remedy is for Divergent Initiatives to repair or at Divergent Initiatives option replace non-conforming product with a non-defective, conforming product at no cost to the Customer.

In no event shall Divergent Initiatives have any obligation or liability for any exemplary, punitive, incidental, indirect, special or consequential damages in regards to non-conforming product.

The total liability of Divergent Initiatives including its authorized subcontractors and agents if any, for damages relating to any product sold under this agreement shall be limited to the maximum of price paid for such product by the original purchaser of the goods.

Extended liability

Divergent Initiatives is not liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, telephone or data service.

Controlling Terms and Conditions. Upon acceptance of a Customer order(s) by Divergent Initiatives Customer Service, the Terms and Conditions contained herein shall apply. It is expressly understood and agreed that that any terms and conditions in any Customer order issued to Divergent Initiatives shall be without force and effect unless authorized in writing by Divergent Initiatives.