

Ownership

The paderno.com web site, its design, all text, graphics, content, video, audio and the selection and arrangement thereof are the property of Padinox Inc., and/or its various subsidiaries, affiliates, Padinox Inc. Associate Dealers, third party providers and distributors ("Third Parties"), and are protected under the copyright laws of Canada and other countries. None of the content found on paderno.com may be reproduced, republished, distributed, displayed, sold, transferred, or modified without the express written permission of Padinox Inc. and/or the applicable Third Parties.

Padinox Inc., paderno.com, and all other Padinox Inc. related trademarks and design marks displayed on paderno.com (collectively, the "Trademarks") are registered and common law trademarks of Padinox Inc.. Other trademarks and design marks appearing on this web site are trademarks of their respective owners. The trademarks of MasterCard International Incorporated are used under license. Nothing contained on paderno.com should be construed as granting, by implication or otherwise, any license or right to use any trademarks, including the Trademarks, except with the express written permission of Padinox Inc. or such other party that may own the applicable trademarks.

Use of Site

Neither the paderno.com web site nor its content may be, in whole or in part, copied, reproduced, republished, uploaded, posted, transmitted or distributed without the written permission of Padinox Inc., except that you may download, display and print the content presented on paderno.com for your personal, non-commercial use only. Unauthorized use of paderno.com and/or the content contained on paderno.com may violate applicable copyright, trademark or other intellectual property laws or other laws. You must retain all copyright and trademark notices, including any other proprietary notices, contained within the content on this web site. The use of such content on any other web site or in any environment of networked computers is prohibited.

You are prohibited from contributing, posting or transmitting to this web site any infringing, unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane content or any content that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law.

The paderno.com website is not intended for use by children under the age of 13. Use of the paderno.com website is void where prohibited by applicable law.

In its sole discretion, in addition to any other rights or remedies available to Padinox Inc. and without any liability whatsoever, Padinox Inc. at any time and without notice may terminate or restrict your access to any component of paderno.com.

User Name and Password

Your paderno.com website account may be accessed only by use of your login name and password. You are solely responsible and liable for any use and misuse of your login name and password and for all activities that occur under your login name and password. For security reasons, you must keep your login name and password confidential and not disclose them to any person or permit any other person to use them, except an authorized Padinox Inc. representative. Padinox Inc. recommends that you choose a password that is unique to you and not easily guessed by others. You should change your password on a regular basis, and you must log out at the end of each session.

All login names and passwords remain the property of Padinox Inc., and may be cancelled or suspended at any time by Padinox Inc. without any notice or liability to you or any other person. Padinox Inc. is not under any obligation to verify the actual identity or authority of the user of any login name or password.

You must immediately notify Padinox Inc. of any unauthorized use of your login name or password, or if you know or suspect that your login name or password has been lost or stolen, has become known to any other person, or has been otherwise compromised.

Privacy

You have read the [Canadian Tire Privacy Charter](#), the terms of which appear on paderno.com and are incorporated into these Terms and Conditions, and agree that the terms of such policy are reasonable. You consent to the collection, use and disclosure of your personal information by Canadian Tire and/or Third Parties in accordance with the terms of and for the purposes set forth in the Canadian Tire Privacy Policy.

Ratings and Reviews

Padinox Inc. enables visitors to paderno.com to provide Padinox Inc. with feedback by email or otherwise ("Customer Content"). If you provide Customer Content you grant Padinox Inc. a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, delete, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Customer Content throughout the world in any media, now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without providing compensation to you or any other person, without any liability whatsoever, and free from any

obligation of confidence and you waive any and all moral rights in the Customer Content. You also grant Padinox Inc. the right to use the name you submit with the Customer Content, if any, in connection with Padinox Inc.'s rights hereunder.

Your email or any other personal information you provide in connection with your feedback may be used to contact you regarding the information you have provided as well as for administration and/or other purposes as outlined in the Terms and Conditions.

Pricing Policy

Padinox Inc. has attempted to match online prices to those in store; however online prices, product and service selection and availability, and sale effective dates may differ from those in store and may vary by geographic region. Due to differences in sale effective dates across the country, items may be available online at the sale price before they are available in store. Dealers are under no obligation to make promotional products available, or to match online prices until the sale begins in their region. Market conditions and competitive pressures may cause prices and availability to change without further notice. Padinox Inc. Associate Dealers may sell for less. Additionally, although great care is taken in the production of the paderno.com web site, typographical, illustrative or pricing errors may occur. We reserve the right to correct errors at any time.

All prices quoted are payable in Canadian Dollars and, unless otherwise stated, do not include GST, PST, QST or HST.

For Gift Card purchases, prices quoted are payable in Canadian Dollars and, unless otherwise stated, do not include shipping charges.

All advertisements on the paderno.com website are merely invitations for you to purchase goods or services from a Padinox Inc. Associate Store, and are not offers to sell by Padinox Inc..

Padinox Inc. reserves the right to limit quantities; reject, correct, cancel or refuse orders, and to terminate accounts, in its discretion, including, without limitation, if Padinox Inc. believes that customer conduct violates applicable law or is harmful to the interests of Padinox Inc. or any Third Parties.

All sizes quoted are approximate. Some items shown may require assembly.

Liability Disclaimer

Except as explicitly provided in these Terms and Conditions as amended from time to time, Padinox Inc. and the Third Parties make no representations or warranties of any kind, express or implied, regarding paderno.com and/or any content provided on paderno.com, all of which are provided on an "as is" and "as available" basis. Padinox Inc. and the Third Parties do not warrant the accuracy, completeness, currency, reliability or suitability of the operation of paderno.com, or any of the content or data found on paderno.com, and expressly disclaim all warranties and conditions in respect of paderno.com, its content or data, including implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade.

Padinox Inc. and the Third Parties are not responsible for late, lost, incomplete, illegible, misdirected or stolen messages or mail, unavailable network connections, failed, incomplete, garbled or delayed computer transmissions, on-line failures, hardware, software or other technical malfunctions or disturbances or any other communications failures or circumstances affecting, disrupting or corrupting communications.

Padinox Inc. and the Third Parties assume no responsibility, and shall not be liable for, any damages to, or any viruses affecting your computer equipment or other property on account of your access to, use of, or browsing on paderno.com or your downloading of any materials, data, text, images, video or audio from paderno.com.

In no event shall Padinox Inc. or any of the Third Parties be liable for any injury, loss, claim, damage, or any special, exemplary, punitive, direct, indirect, incidental or consequential damages of any kind (including, but not limited to lost profits or lost savings), whether based in contract, tort, strict liability, or otherwise, which arises out of or is in any way connected with any use of paderno.com or content found herein, the operation of the web site, or any failure or delay in the operation of the website (including, but not limited to the inability to use any component of paderno.com for purchases) even if advised of the possibility of damages.

Maximum Liability

If, notwithstanding the foregoing, Padinox Inc. or any of the Third Parties should be found liable for any loss or damage which arises out of or is in any way connected with any of the functions or uses of paderno.com or its content, the liability of Padinox Inc. and the Third Parties shall in no event exceed in the aggregate \$250 CAD.

Indemnification

You shall indemnify and save harmless Padinox Inc. and the Third Parties and their respective officers, directors, employees, consultants, representatives and agents from and against any claim, cause of action or

demand, including without limitation reasonable legal, accounting and other professional fees, brought as a result of your use of paderno.com.

Links

The paderno.com web site contains links to web sites owned or operated by other entities which are not associated or affiliated with Padinox Inc. or the Third Parties. These links are provided solely as a convenience to you and the inclusion of any link does not imply endorsement, investigation or verification by Padinox Inc. or the Third Parties of the linked web site or information contained therein or of their security or privacy practices. Padinox Inc. and the Third Parties shall not be responsible for the content of any other linked web sites and makes no representation or warranty regarding any other web sites or the contents on such web sites. If you decide to access other web sites, you do so at your own risk. Framing of the paderno.com web site or any of its content in any form and by any method is strictly prohibited.

Relationships

The relationship between Padinox Inc. and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other as a result of these Terms and Conditions or your use of paderno.com.

Governing Laws

This Agreement and its performance shall be governed by the laws of the Province of Ontario, Canada. You consent and submit to the exclusive jurisdiction of the courts located in the City of Toronto, in the Province of Ontario, Canada, in all disputes arising out of or relating to the use of paderno.com and these Terms and Conditions.

Additional Terms

Additional terms and conditions apply to purchases of products and services. Additional terms and conditions may also apply to specific web site functions available on paderno.com.

Severability

These Terms and Conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by

applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

Headings

The headings used in these Terms and Conditions are included for convenience only and will not limit or otherwise affect these Terms and Conditions.

Entire Agreement

These Terms and Conditions, together with those incorporated or referred to herein, constitute the entire agreement between us relating to the subject matter hereof, and supersede any prior understandings or agreements (whether electronic, oral or written) regarding the subject matter, and may not be amended or modified except by Padinox Inc. as set forth above.

English Language

The parties have requested that these Terms and Conditions and all documents contemplated hereby be drawn up in English. Les parties aux présentes ont exigé que cette entente et tous autres documents envisagés par les présentes soient rédigés en anglais.