

TERMS OF USE

Urban Jars Inc.

All use of this website is subject to the following Terms and Conditions. If you do not agree with these Terms and Conditions, please do not access or use this website. These terms may be changed by Urban Jars Inc. at any time without notice. Your use of the website constitutes your agreement to be bound by these terms.

By indicating your acceptance below, you acknowledge that you have read, accepted, and agreed to these Terms. If you do not agree to these Terms, you will not be able to use this website. If you do not agree with one or more of these Terms, do not access or use this website or the products and services. If you are using this website on behalf of a company or other legal entity, you remain individually bound by these Terms.

In addition, when using this website or the products and services you will be subject to any posted guidelines or rules applicable to such products and services which may be posted by Company from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms. Company reserves the right to change these Terms at any time without prior notice and your continued access or use of this website or the products and services after such changes indicates your acceptance of the Terms as modified. It is your responsibility to review these Terms regularly. These Terms were last updated on Feb.27,2022.

Company can suspend or revoke your Account at any time: i) if you fail to abide by these Terms and Conditions; ii) for security reasons; and/or iii) for any administrative purposes.

1. The Service – Urban Jars Licensees provides a weekly delivery of portioned, nutritious and delicious meal options delivered in an environmentally friendly mason jars.
2. Registration – In order to register for an account and start using Urban Jars, you must be at least eighteen (18) years old. When you register you will be required to provide your name, address, phone number and email address. Any personal information that you submit during the registration process will be treated in accordance with the terms of our Privacy Policy, which you should read carefully. When you register you will be required to select a password. You are responsible for all activity occurring on your account, and accordingly, you should make sure to choose a strong password, which you should keep secure and not share with any other person.
3. User Conduct – In using the Services, you agree that you will provide true, correct and accurate information when registering and keep such information up to date and comply with these terms and all applicable law, rules and regulations at all times during use of the Services and any other dealings with Urban Jars.

4. Restrictions on Use of the Services – Urban Jars reserves the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Use, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of our users and the public.

In using the Website and Services you shall not copy any content or violate any laws.

Urban Jars Inc. reserves the right, in its sole discretion to suspend, limit or terminate your access to the Website and Services with or without notice at any time for any violation of the User Conduct terms or this section. Your Account, Credentials, Registration Data and any other information that you provide to us through this Software, as well as certain other information about you, is subject to Company's Privacy Policy. Your privacy is important to us. For more information, please see our Privacy Policy for details. You have read Company's Privacy Policy. You agree that the terms of the Privacy Policy are reasonable. You consent to the collection, use and disclosure of your personal information by Company or its agents or representatives in accordance with the terms of and for the purposes set forth in the Privacy Policy.

5. End User License - The Website and Services and the information and materials contained therein, are the property of Urban Jars Inc. and its licensors, and are protected from unauthorized copying and dissemination by copyright law, trademark law, and other intellectual property laws. Subject to the terms of this Agreement, Urban Jars Inc. grants you a non-transferable, non-exclusive, license to use the Website for your use. Nothing in the Terms gives you a right to use Urban Jars names, trademarks, 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 release, update, or other addition to functionality of the Website shall be subject to the terms of these Terms.

6. Limitation of Liability clause

In no event will Company or its suppliers or licensors, or their respective directors, officers, agents, contractors, or employees be liable to you for any direct, indirect, special, incidental, consequential, exemplary or punitive damages, losses or causes of action, or lost revenue, lost profits, lost business or sales, or any other type of damage, whether based in contract or tort (except in cases of gross negligence or willful misconduct), strict liability or otherwise, arising from your use of, or the inability to use (without limitation, for reasons relating to factors beyond the control of Company, unavailability due to Company's system maintenance, the use of the Software or Services in a jurisdiction where such use is prohibited by the laws of that jurisdiction), or the performance or delivery of, or reliance upon the Software and/or Services or the content or material or functionality of the same, even if we are advised of the possibility of such damages. You assume all responsibility and risk with respect to your use of the Software and/or Services, the use of which is

“as is” or “as available” without warranties, representations or conditions of any kind, either express or implied.

Company makes reasonable efforts to ensure that this Software is virus- and malware-free, but does not guarantee that this is the case. You are responsible for the entire cost of any service, repairs or corrections necessary as a result of use of this Software and/or Services.

INDEMNIFICATION

You agree to defend and indemnify Company, and hold us and our affiliates harmless, and our and their respective directors, officers, agents, contractors, and employees against any losses, liabilities, claims, expenses (including legal fees) in any way arising from, related to or in connection with your use of the Software and/or the Services, your violation of the Terms, the License Agreement, if applicable, including but not limited to, any third party claim.

7. Term – This agreement commences on the date it is entered into by you and shall continue until terminated by one of the parties in accordance with these Terms of Use.
8. Termination – Urban Jars Inc., may under certain circumstances and without prior notice, immediately terminate your ability to access the Website or portions thereof. You acknowledge and agree that all terminations may be made by Urban Jars Inc. in its sole discretion and that Urban Jars Inc. shall not be liable to you or any third party for any termination of your access to this Website.
9. Contact – If you have any questions about these Terms please contact us at: urbanjarsinc@gmail.com

GENERAL TERMS:

X GOVERNING LAW

Your use of this Software and/or Services and its contents will be governed by the laws of the Province of Ontario and any applicable federal laws of Canada, and the courts of the Province of Ontario, subject to any limitations in the License Agreement, if applicable, will have jurisdiction over any legal disputes relating to this Software and/or its Services.

XI WAIVER

Our failure to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us is effective unless it is communicated to you in writing.

XII SEVERABILITY

If any of the provisions of the Terms are determined by any competent authority to be invalid, unlawful or unenforceable, such provision will to that extent be severed from the remaining Terms, which will continue to be valid and enforceable to the fullest extent permitted by law.