

# Terms of Service

## TERMS OF USE

### 1. Modifications to Terms of Use

We may change these Terms of Use or any other policies or guidelines governing our Site and App at any time in our sole discretion. Any changes will be effective upon the posting of the revisions on our Site. Your use of our Site and App will be subject to the most current version of the Terms of Use posted on our Site at the time of such use. Your continued use of our Site and App after such changes are implemented constitutes your acknowledgment and acceptance of the changes. PLEASE CONSULT THESE TERMS OF USE REGULARLY. IF YOU DO NOT AGREE TO ANY CHANGES TO THESE TERMS OF USE, PLEASE IMMEDIATELY DISCONTINUE YOUR USE OF OUR SITE OR APP.

### 2. Privacy Policy

Please click [here](#) to read and review our Privacy Policy, which describes our privacy policies and practices in detail, as we may amend such policy from time to time. We advise you to check our Privacy Policy on a frequent basis for changes. You hereby consent to our use of your personal information in accordance with the terms and for the limited purposes described in our Privacy Policy. By agreeing to these Terms of Use, you acknowledge and agree that certain information about you is subject to our Privacy Policy.

### 3. Your Registration Obligations

1. We may at times require that you register and/or set up an account to use certain portions of our Site or App. In order to do so, you may be provided, or required to choose, a password, username, and/or other registration information, including, but not limited to, personal information (collectively, "Registration Information"). You represent that all Registration Information provided by you is accurate and up-to-date. If any of your Registration Information changes, you must update it by using the appropriate update mechanism on our Site. If we believe that the Registration Information that you provided is not correct, current,

or complete, we reserve the right to refuse you access to our Site or App or to purchase our Products.

2. You are solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize others to use your Registration Information. You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorization, or who has access to any computer on which your account resides or is accessible.
3. If you have reason to believe that your account is no longer secure (for example, following a loss, theft or unauthorized disclosure or use of your Registration Information), you must promptly change the affected Registration Information by using the appropriate update mechanism on the Site, if available, or by notifying us at [info@octobersveryown.net](mailto:info@octobersveryown.net) or as described in our Privacy Policy. We will not be responsible for the unauthorized use of your profile by any other person and disclaim any and all liability that may be associated with such use.

#### **4. License Grant and Restrictions on Use**

1. So long as you comply with these Terms, OVO hereby grants to you a limited, non-exclusive, non-transferable, revocable, non-sublicensable right to download and use the App on a compatible mobile device solely for your personal, non-commercial purposes. You may not use our Site or App for any other purpose without our express prior written consent.
2. The App is licensed, not sold, to you. Except as expressly provided for in these Terms of Use, OVO reserves all rights, title and interest in and to the Site and App, including all intellectual property and other proprietary rights.
3. You may not and may not authorize any other party to: (i) cobrand our App; (ii) frame our Site; or (iii) hyperlink to our Site, without the express prior written permission of an authorized representative of OVO. For purposes of these Terms of Use, “cobranding” means to display any name, logo, trade-mark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute our App or which may confuse a user as the nature of the relationship between us and any party. You agree to cease and desist causing any unauthorized co-branding and framing or hyperlinking upon notice from us and at all times you will cooperate with us following our discovery of any such illegal activity.

#### **5. Additional Terms for Mobile Users**

1. Your use of our App must be in accordance with all third party usage rules and policies that may exist from time to time (“Usage Policies”) applicable to you or your use of our App that may relate to any service provider, mobile device platform or the method you downloaded our App. You are solely responsible for determining the Usage Policies that apply to your use of the App.
2. Your use of the App requires usage of data services. You acknowledge and agree that you are solely responsible for any and all data fees that your wireless service carrier may charge and any other applicable fees in connection with your use of the App.
3. You must not use this App on any device that you know or have reason to believe has had its standard protections and limitations removed, including, but not limited to a device that has been “rooted” or “jailbroken”.
4. The following additional terms and conditions apply with respect to any App that OVO provides to you designed for use on an Apple iOS-powered mobile device (an “iOS App”):
  1. You acknowledge that these terms are between you and OVO only, and not with Apple, Inc. (“Apple”).
  2. Your use of OVO's iOS App must comply with Apple's then-current App Store Terms of Service.
  3. OVO, and not Apple, is solely responsible for our iOS App and content available thereon.
  4. Your use of the iOS App is limited to Apple branded products that you own or control and as permitted by the Usage Policies set forth in the App Store Terms of Service.
  5. You acknowledge that Apple has no obligation to provide maintenance and support services whatsoever with respect to our iOS App.
  6. To the maximum extent permitted by applicable law, Apple will have no warranty obligations, whether express or implied by law whatsoever with respect to our iOS App. To the extent not effectively disclaimed, any warranties remain with OVO. In the event of any failure of the iOS App to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price for iOS App to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iOS App and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be OVO’s sole responsibility.
  7. You agree that OVO, and not Apple, is responsible for addressing any claims by you or any third party relating to our iOS App or your possession and/or use of our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these terms and any law applicable to us as provider of the iOS App.

8. You agree that OVO, and not Apple, shall be responsible, in the event of any third party claim that the iOS App or your possession and use of our iOS App infringes that third party's intellectual property rights, and OVO, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such third party intellectual property infringement claim.
9. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
10. You agree to comply with all applicable third party terms of agreement when using our iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App).
11. If you have any questions, complaints or claims regarding the iOS App, please contact OVO at [info@octobersveryown.net](mailto:info@octobersveryown.net).
12. The parties agree that Apple and Apple's subsidiaries are third party beneficiaries to these terms as they relate to your license of OVO's iOS App. Upon your acceptance of these terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these terms against you as they relate to your license of the iOS App as a third party beneficiary thereof.

## **6. Products**

From time to time you may purchase products from OVO through our Site and App ("Products"). All orders and purchases of Products made through our Site and App are subject to the following conditions:

1. You are agreeing to and entering into a complete and binding contract with OVO. You are responsible for providing complete and accurate contact information to us and for notifying us of any changes to such information to [info@octobersveryown.net](mailto:info@octobersveryown.net).
2. All prices listed on this Site are in Canadian dollars and, unless otherwise stated, do not include applicable taxes. All charges will be processed in Canadian dollars, unless stated otherwise.
3. While OVO takes great care to ensure its advertising is accurate, errors and/or inaccuracies may occur. OVO may correct errors or inaccuracies and change or update information on the

Site and App at any time without notice, including in respect of prices and availability of Products.

4. You may only purchase or order Products for non-commercial and lawful purposes and any other use is not permitted, unless you have received prior written consent from OVO.
5. The online order form that is used by OVO at the time of purchase (the "Order") will specify the Products that you are purchasing from OVO.
6. You must have reached the age of majority (the age at which you are considered by law to be an adult) in your own jurisdiction to purchase Products from the Site and App.
7. If you are purchasing Products with a credit card, you must be an authorized representative of the company. If the Products are for a child under 18 years of age, you represent and warrant that you are the parent or legal guardian of the child for whom the Products are purchased.
8. You agree to pay for all charges noted in your Order as payable by you. You are responsible for fees associated shipping and handling your Order and any applicable duties and taxes imposed on any transactions conducted on or in connection with this Site or App. Sales tax will be charged to those orders shipped within Canada. WE ARE NOT RESPONSIBLE FOR ANY CUSTOMS AND/OR DUTIES & TAXES APPLIED TO YOUR ORDER.
9. OVO reserves the right to limit the quantities of items that you can purchase, to reject, correct, cancel or refuse orders, and to determine accounts in its discretion including, without limitation, if OVO believes that your conduct contravenes applicable law or is harmful to the interests of OVO or its representatives, agents, contractors, suppliers or licensees.
10. OVO will use commercially reasonable efforts to deliver items as quickly as possible and within any time periods indicated; however, OVO will not be responsible for any delays in delivery which are beyond its control.
11. If any Product listed or shown for purchase through the Site is back ordered or no longer available in OVO's inventory, the Site will display a warning message to alert consumers as soon as feasible.
12. We offer an online payment service that is controlled and operated by a third party site (i.e., Shopify Inc.). We do not have any control or association with this third party site. If you have any questions or concerns about this third party's payment service including technical issues, you may contact Shopify at 1-888-746-7439 or [www.shopify.com](http://www.shopify.com).
13. We do not accept returns or exchanges unless the Product you purchase is defective upon arrival. If you believe the Product you receive is defective, you must contact us within thirty (30) days from the purchase date via email at [info@octobersveryown.net](mailto:info@octobersveryown.net) to request a return. All return requests must include your Order number and a description of the Product(s) that you would like to return and a description of the defect. OVO will then contact you to discuss

your request. If OVO determines that the Product is defective, we will either exchange your product or refund the purchase price, using the original payment method.

## **7. Shipping**

1. You are responsible for all fees associated with shipping and handling for your Order. In addition, your Order may be subject to the customs fees and import duties of the country to which you have your Order shipped. You are responsible for such fees and import duties.
2. Customers may experience longer than normal delivery times due to COVID-19. You will receive a notification once your order has been shipped. Thank you for your patience.
3. Please note that we do not ship any Orders to P.O. Boxes.

## **8. Proprietary Content**

The entire contents of our App and Site, including without limitation, all names, designs, graphics, images, illustrations, photographs, artwork, video, audio, software, code, data, text, displays, the App and Site's "look and feel", logos, slogans, trade-marks, trade names, service marks, domain names, and the design, selection, arrangement and presentation of the Site as a collective work and/or compilation is protected under Canadian copyright, trade-mark, competition and other laws of Canada and other nations, and is owned by us or has been licensed to us. Except as expressly provided in these Terms of Use, nothing contained in this Site or App should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trade-mark, service mark, or any other intellectual property.

## **9. Third Party Content**

1. Our Site and App may also contain information or materials ("Third Party Content") that is owned or provided by persons other than OVO ("Third Party Providers"). We make no representations and warranties with respect to any such Third Party Content and do not undertake to conduct any independent investigation of Third Party Content. Inclusion of Third Party Content from Third Party Providers on our Site or App does not mean, unless expressly stated otherwise, that we endorse or agree with such Third Party Content.

2. You understand that you have no proprietary rights in the Third Party Content and that the Third Party Providers retain all proprietary right, title or interest, including copyright, in their respective Third Party Content.
3. You must use your best efforts to stop any such copying or distribution immediately after you become aware of such use. You may not copy, sell, license, transfer, publish, reproduce, modify, display, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, bundle, sublicense, export, merge, loan, rent, lease, assign, share, outsource, host, distribute in any way, prepare derivative works based on, re-post, make available to any person or otherwise use, either directly or indirectly, any of the Third Party Content, in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise, for any public or commercial purpose, without the prior written consent of the Third Party Providers. You must use your best efforts to stop any such copying or distribution immediately after you become aware of such use.

## **10. Hyperlinks**

Our Site and App contain hyperlinks to other sites that are not maintained by, or related to, OVO. Hyperlinks to such sites are provided solely as a convenience to you and do not imply any endorsement by OVO of, any affiliation with or endorsement by the owner of the linked site. We have no control over such third party sites. We are not responsible for the availability of such external sites and no endorsement of any third party products or services is expressed or implied by any information, material or content referred to or included on or linked from or to our Site or App. Use of such third party sites, including any information, material and services in these sites, is solely at your own risk. You also understand and agree that our Privacy Policy [\[insert link\]](#) is applicable only while you are using our Site and App. Once you are linked to another site, you should read the privacy statement of that site before disclosing any personal information.

## **11. Use of our Site and App**

1. We expect that you will access and use our Site and App in a professional and responsible manner in accordance with applicable laws. By using our Site or App or purchasing our Products, you have the opportunity to engage in dialogue with representatives of OVO if you send us emails or contact us through our Site and App. We welcome your questions, suggestions, ideas and other information (collectively “Suggestions”) that you communicate

to us so long as none of those Suggestions or any such interaction is obscene, illegal, threatening, defamatory, libellous, harmful, abusive, harassing, tortuous, homophobic, sexist, vulgar, obscene, hateful or racially, ethically or otherwise objectionable, invasive of privacy, infringing of third party intellectual property or privacy rights, or is otherwise injurious to third parties.

2. You are not obligated to provide us with Suggestions regarding our Site App or Products. However, if you do provide us with Suggestions, then we retain all rights to any Suggestions that you may provide to us and you agree to grant us a non-exclusive, worldwide, royalty-free, irrevocable license to use your Suggestions in any commercial manner.
3. You further agree that you must use our Site and App for lawful purposes only and represent and warrant that you will not use our Site and App to:
  1. e-mail, provide us with or otherwise transmit any Suggestions that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
  2. e-mail, provide us with or otherwise transmit any Suggestions that infringes, misappropriates, or otherwise violates any third party's copyright, patent, trade-mark, or other proprietary right of publicity or privacy, or encourages or enables any other party to do so;
  3. remove any proprietary notices or labels, or any promotional or advertising material, from our Site and App;
  4. e-mail, transmit or send via the Internet any unsolicited or unauthorized advertising, branding, promotional materials, commercial solicitation, political campaigning, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
  5. impersonate any person or entity or misrepresent your affiliation with any other person, company or entity, including without limitation, using a false email address or misleading us as to your identity when you are on our Site or otherwise communicating with us;
  6. upload, e-mail, send via the Internet or otherwise transmit, any software viruses or any other computer code, files or programs designed to interrupt, destroy, alter, or limit the functionality of any computer software or hardware or telecommunications equipment or that imposes an unreasonable or disproportionately large load on the Site's infrastructure or limits the functionality of any OVO or third party computer hardware, software, networks, or hardware or telecommunications equipment;
  7. interfere or attempt to interfere with or disrupt our Site or App including but not limited to our servers or networks connected to our Site, including attempting to interfere with the access of any other user, host or network, including without limitation, overloading, initiating, propagating, participating, directing or attempting any "denial of service" attacks,



- “spamming”, “crashing”, “flooding” or “mail-bombing” our Site or disobeying any requirements, procedures, policies or regulations of networks connected to our Site or App;
8. direct bots, spiders, crawlers, avatars, intelligent agents or any other automated process at our computer systems or otherwise, create unreasonable load upon any of our computer hardware, network, storage, input/output or electronic control devices;
  9. intentionally or unintentionally violate any applicable local, provincial, national or international law, rule or regulation applicable in connection with our Site and App; or
  10. modify, adapt, assign, copy, sublicense, translate, rent, sell, reverse engineer, decompile or disassemble our App (except as may be expressly permitted in these Terms of Use), including but not limited to any portion of our Site.

## **12. Disclaimer of Warranties/Limitation of Liability**

1. You understand that we will use commercially reasonable efforts to provide our Site and App but we cannot and do not guarantee or promise any specific and intended results from the use of our Site and App. OVO therefore makes no representations, warranties, conditions or guarantees that any pictures or descriptions of Products on the Site or App are accurate, complete, reliable or error-free or that the quality and content of our Site, App and Products will meet your expectations or requirements.
2. We do not represent or warrant that files or information available for access or downloading from the Internet, hyperlinked sites, our Site or App or any files and emails made available by us will be free of viruses, worms, malware, Trojan horses or other code that may manifest contaminating or destructive properties. YOUR USE OF THE INTERNET IS AT YOUR OWN RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEMS OR LOSS OF DATA THAT RESULTS FROM ANY ACCESS TO OUR SITE AND APP.
3. YOUR USE OF OUR SITE AND APP IS AT YOUR OWN RISK. OUR SITE AND APP ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT OR NON-INFRINGEMENT OR THOSE ARISING OUT A COURSE OF DEALING OR USAGE OF TRADE FOR OUR SITE AND APP. WE MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS REGARDING THE AVAILABILITY APPROPRIATENESS, COMPLETENESS, ACCURACY, OR CURRENCY OF OUR SITE, APP OR DESCRIPTION OF

OUR PRODUCTS. FOR GREATER CLARITY, WE DO NOT REPRESENT OR WARRANT THAT: (I) OUR SITE OR APP DO NOT AND WILL NOT INFRINGE, OR BE SUBJECT TO ANY INTELLECTUAL PROPERTY CLAIMS, OR A CLAIM OF INFRINGING THE TRADEMARK OR OTHER RIGHTS OF ANOTHER PARTY; (II) OUR SITE OR APP WILL BE UNINTERRUPTED, FUNCTIONAL, SECURE, RELIABLE, ACCURATE, COMPLETE, CURRENT, USEFUL, SUITABLE, SECURE OR ERROR-FREE; (III) OUR SITE OR APP WILL BE SUITABLE, ACCURATE, CORRECT, RELIABLE, COMPLETE, TIMELY, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS AND EXPECTATIONS IN ANY WAY; (IV) ANY DEFECTS IN OUR SITE AND APP WILL BE CORRECTED; AND (V) WE HAVE VERIFIED OR ENDORSED ANY THIRD PARTY CONTENT. OUR SITE, APP AND DESCRIPTION OF OUR PRODUCTS MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND WE MAY MAKE CHANGES OR IMPROVEMENTS TO THE SITE AND APP AT ANY TIME.

4. IN NO EVENT SHALL OVO, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, THIRD PARTY PROVIDERS, AGENTS OR ADVISORS (“ASSOCIATED PERSONS”) BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF INCOME, LOSS OF PROFITS, LOSS OF ANTICIPATED SALES, LOSS OF OPPORTUNITIES, BUSINESS INTERRUPTION, FAILURE TO REALIZE UNEXPECTED SAVINGS, DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES OR OTHER ECONOMIC OR PERSONAL LOSS ARISING FROM OR IN CONNECTION WITH: (I) YOUR USE OF OR RELIANCE ON ANY USER CONTENT OR THE INFORMATION PROVIDED BY US ON OUR SITE OR APP; (II) YOUR USE OF OR INABILITY TO USE OUR SITE OR APP; (III) YOUR VIOLATIONS OF TRADEMARK INFRINGEMENT OR OTHER INTELLECTUAL PROPERTY RIGHTS; (IV) ANY FAILURE OF PERFORMANCE OF OUR SITE AND APP (INCLUDING, BUT NOT LIMITED TO THE INABILITY TO USE ANY COMPONENT OF THE SITE OR APP TO PURCHASE OUR PRODUCTS), WHETHER RELATED TO ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES OR LINE FAILURE; (V) THE UNAUTHORIZED USE OF YOUR ACCOUNT AND PASSWORD BY ANY PERSON; (VI) ANY THIRD PARTY CONTENT OR HYPERLINKED SITES; (VII) YOUR USER CONTENT OR OTHER INFORMATION THAT YOU TRANSMITTED OR SHARED WITH OTHER USERS OR THE PUBLIC THROUGH OR IN CONNECTION WITH OUR SERVICE; OR (VIII) ANY OTHER MATTERS RELATING TO OUR SITE AND APP, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, FUNDAMENTAL BREACH, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, WHETHER OR NOT WE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT YOU MIGHT INCUR SUCH DAMAGES.

5. WE DISCLAIM ANY AND ALL SUCH ABOVE REPRESENTATIONS, WARRANTIES AND CONDITIONS TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

### **13. Indemnity**

You shall at all times defend, indemnify and hold harmless OVO, its employees, contractors, agents, officers, directors, successors and assigns (the “Indemnified Parties”) from and against any claims, losses, judgements, actions, proceedings, damages, costs and expenses (including without limitation, reasonable legal and other fees and disbursements) incurred by any of the foregoing parties due to or resulting from your use or misuse of our Site, App or Products, or from your violation of these Terms of Use. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of our Site, App and Products, including but not limited to trademark infringement or other intellectual property claims from third parties.

### **14. System Security**

You are prohibited from using any services or facilities provided in connection with our Site or App to compromise security or tamper with our system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. We reserve the right to investigate suspected violations of these Terms of Use and to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone believed to be violating these Terms of Use.

### **15. Governing Law; Jurisdiction**

These Terms of Use and any action related thereto or related to our Site, App, your Order and the Products shall be governed, controlled, interpreted and defined by and under the laws of the

Province of Ontario and the federal laws of Canada applicable therein without giving effect to any principles of conflicts of laws. The United Nations Convention on the International Sale of Goods is explicitly excluded from this agreement. You agree that any action at law or in equity arising out of or relating to these Terms of Use or your use of our Site, App, your Order or the Products will be filed only in a court located in Toronto, Ontario, Canada, and you hereby irrevocably and unconditionally consent and submit to the non-exclusive jurisdiction of such courts for the purpose of any such action. Your use of our Site and App is void where prohibited by laws in jurisdictions to which you are otherwise subject, and you agree not to visit or use our Site or App or purchase our Products in any such circumstances.

## **16. Termination**

We reserve the right to suspend or terminate your use of our Site or App and remove and discard any information related to you and your use of our Site and App at any time, for any reason, with or without cause, if we believe that you are violating these Terms of Use in any way. If you wish to terminate your account, you may choose to cease use of the Site and App or to send us notification by email at [info@octobersveryown.net](mailto:info@octobersveryown.net). If you are dissatisfied with our Site or App, including these Terms of Use, your sole remedy is to discontinue using our Site and App by ceasing to use the Site and the App.

## **17. Entire Agreement**

These Terms of Use together with the Privacy Policy and any of our other legal notices, policies and guidelines linked to these Terms of Use constitute the entire agreement between you and OVO relating to your use of our Site, App and your Order and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter and the Terms of Use may not be amended or modified except in writing or by making such amendments or modifications available on our Site.

## **18. No Agency; Third Party Beneficiary**

We are not your agent, fiduciary, trustee, or other representative. Nothing expressed or mentioned in or implied from these Terms of Use is intended or will 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 these Terms of Use. These Terms of Use and all of the representations, warranties, covenants, conditions, and provisions hereof are intended to be and are for the sole and exclusive benefit of you and OVO.

### **19. Assignment**

You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder without our prior written consent.

### **20. Severability**

If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

### **21. No Waiver**

We will not be considered to have waived any of our rights or remedies described in these Terms of Use unless the waiver is in writing and signed by us. No delay or omission by us in exercising its rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. Our failure to enforce the strict performance of any provision of these Terms of Use will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of these Terms of Use.

### **22. Headings**

The headings used in these Terms of Use are included for convenience only and have no legal or contractual effect and shall not affect the construction or interpretation of these Terms of Use.

### **23. Language**

You agree that English will be the language of our Site and of all transactions occurring in connection with our Site, App, your Order and the Products, and you agree to waive any right to use and rely upon any other language or translations. You acknowledge that it is your express wish that these Terms of Use have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que tous les documents légaux qui s'y rattachent soient rédigés en anglais.