

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of www.heritageweavers.ca and www.heritageweaversandspinnners.org (the "Site"). This Site is owned and operated by Heritage Weavers and Spinners Guild of Calgary (HWSG). This Site is a community engagement website with some e-commerce.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

Intellectual Property

All content published and made available on our Site is the property of HWSG and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes and not to:

- Harass or mistreat other users of our Site,
- Violate the rights of other users of our Site,
- Violate the intellectual property rights of the Site owners or any third party to the Site,
- Hack into the account of another user of the Site,
- Act in any way that could be considered fraudulent, or
- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

User Contributions

HWSG members may post the following information on our Site:

- Items for sale,
- Photos,

- Videos, and
- Public comments.

By posting publicly on our Site, you agree not to act illegally or violate these Terms and Conditions.

Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account, and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

Sale of Services

These Terms and Conditions govern the sale of services available on our Site. The following services are available on our Site:

- Purchasing of guild memberships, and
- Purchasing for participation in classes and workshops held by the Guild.

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all services we provide. You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

User Goods and Services

Our Site allows users to sell goods and services. We do not assume any responsibility for the goods and services users sell on our Site. We cannot guarantee the quality or accuracy of any goods and services sold by users on our Site. However, if we are made aware that a user is violating these Terms and Conditions, we reserve the right to suspend or prohibit the user from selling goods and services on our Site.

We accept the following payment methods on our Site:

- Credit Card
- Debit, and

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Consumer Protection Law

Where the *Consumer Protection Act* or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Links to Other Websites

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practises of any third party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

Limitation of Liability

Heritage Weavers and Spinners Guild of Calgary and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Heritage Weavers and Spinners Guild of Calgary and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the Province of Alberta.

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and Heritage Weavers and Spinners Guild of Calgary are unable to resolve any dispute through informal discussion, then you and Heritage Weavers and Spinners Guild of Calgary agree to submit the issue before a mediator. The decision of the mediator will not be binding. Any mediator must be a neutral party acceptable to both you and HWSG. The costs of any mediation will be paid by the unsuccessful party.

Notwithstanding any other provision in these Terms and Conditions, you and HWSG agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

info@heritageweavers.ca

210-3112 11th St. NE
Calgary, AB,
T2E 7J1

You can also contact us through the feedback form available on our Site.

Effective Date: 1st day of August, 2024