

Terms of Use – Website

This agreement (the “Agreement”) is a contract between you (“you”) and Casket Mart Inc. (“Casket”, “we,” “our” or the “Company”) concerning the use of this website (the “Website”). When you access, browse, or use the Website or any of its features, you accept and agree to, without limitation or qualification, to the terms and conditions set forth below (“Conditions of Use”).

These Conditions of Use govern access to and use of the Website and any features in relation thereto, and allow the Company to provide the services available through the Website. For the applicable terms governing online purchase or services received through the Website, please see Terms of Sale.

IF YOU DO NOT AGREE TO THESE TERMS OF USE AND SERVICE, YOU CANNOT USE THIS WEBSITE

1) Eligibility

By using the Services, you represent and warrant that you are (a) 18 years of age or older, and (b) have full power and authority to enter into the Agreement in doing so will not violate any other agreement to which you are a party.

2) Conditions of Use

You need a supported Web browser to access the Website. You acknowledge and agree that the Company may cease to support a given web browser and that your continuous use of the Website and the services provided thereby will require you to use a supported browser. You acknowledge and agree that the performance of the Website and access to the services provided thereby are dependent on the performance of your computer equipment and/or mobile device and your internet connection.

As a condition to your use of the Website, you agree:

- a) To keep all required information provided accurate, current, and complete;
- b) Not to impersonate or misrepresent your identity or affiliation with any person or entity;
- c) Not to access, tamper with, or use any non-public areas of the Website or any computer systems in connection therewith;
- d) Not to attempt to probe, scan, or test the vulnerability of the Website or any related system or network or breach any security or authentication measures used in connection with the Website and such systems and networks;
- e) Not to attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to operate the Website or provide the services offered on the Website;
- f) Not to harm or threaten to harm the Company or other users in any way or interfere with, or attempt to interfere with, the access of any user, host or

network, including without limitation, by sending a virus, overloading, flooding, spamming, or mail-bombing the Website or any feature, link, email address or prompt in relation to the Website or the provision of the services contemplated by the Website;

- g) Not to provide payment information or payment credentials belonging to a third party;
- h) Not to use the Website in an abusive way contrary to its intended use, to its documentation or to the Company's reasonable instructions;
- i) Not to systematically retrieve data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database, directory or other such purpose, whether by manual methods, through the use of bots, crawlers, or otherwise; and
- j) Not to infringe or otherwise violate third-party intellectual property rights when using or accessing the Website.

The Company shall have the right to investigate and prosecute violations of any of the above, including infringement or violation of intellectual property rights and security breaches, to the fullest extent of the law. The Company may involve and cooperate with the authorities in prosecuting users who violate the Terms of Use. You acknowledge that the company has a right to monitor your access to or use of the Website to ensure compliance with the Conditions of Use, or to comply with applicable law or any order or requirement of a court, governmental body, or administrative agency.

3) License

The Company grants you the right to access and use the Website for your own personal purposes as an individual consumer. This right is non-exclusive and revocable by the Company at any time. This does not grant any rights in the Company's intellectual property.

4) Proprietary Rights

The Website and its contents are protected by the laws of trademark and copyright. Any reproduction without the express consent of the Company is strictly forbidden.

5) Electronic Communications

You agree and confirm that all agreements, notices, disclosures, or other communication provided to you will be provided electronically by email or posted notice on the Website, and that this satisfies any legal requirement that such communication be in writing.

6) Links to Third Party Sites

The Website contains links to other websites that are owned and operated by third parties, including but not limited to third-party product and service suppliers or social media sites. These sites are not under our control and we are not responsible for the

contents of any linked site, links contained on the such linked site, transmissions sent to or received from such linked site, or any changes or updates to such linked site. All links are provided to you only as a convenience, and are not to be construed as an endorsement of any other site, its use, or contents.

7) Disclaimer

We make no representations or warranties of any kind with respect to the Website, its contents, or any of the products or services supplied through the Website. We do not represent or warrant that the Website is accurate, up-to-date, complete, or free from the infringement of the rights of others. We make no representation that the use of the Website will be free of errors, viruses, or defects.

All access to and use of the Website is subject to factors beyond the control of the Company. We do not warrant that the Website or any products or services accessed via the Website will meet the requirements, nor do we make any warranties with respect to the fitness or quality of the products or services.

8) Indemnification

You agree to defend, indemnify, and hold harmless Casket Mart Inc., its officers, directors, affiliates, employees, and agents, from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Website.

9) Right to Change Conditions of Use or Website Content

Except as otherwise specified, the Terms of Use may be subject to change. You will be subject to the Terms of Use in force at the time you use the Website and/or make your purchase from us. Any amended Terms of Use will take effect immediately when they are posted on the Website. All continued use of the Website constitutes your agreement and acceptance to any changes.

10) General Provisions

This Agreement shall be interpreted in accordance with and governed by the laws of the Province of Ontario.

This Agreement shall ensure to the benefit of and be binding upon, in the case of the Company, its successors and assigns, and in the case of the other parties, their respective heirs, executors, administrators, successors, and assigns.

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the provision shall be deemed to be severed from the Agreement and shall not affect the validity of the Agreement as a whole.