

## Pacific Ropes Terms of Service

Thank you for visiting the Pacific Ropes Contracting Ltd. website. Please read this Terms of Service agreement carefully before accessing or using our Website or Online store. Since this is an important agreement that affects your legal rights, we have tried to make it as clear as possible. For your convenience, we have presented these terms in a short non-binding summary followed by the full legal terms.

### Summary

Section	What can you find there?
<a href="#">A. Definitions</a>	Some basic terms, defined in a way that will help you understand this agreement. Refer back up to this section for clarification.
<a href="#">B. Account Terms</a>	These are the basic requirements of having an Account on our Online Store.
<a href="#">C. Acceptable Use</a>	These are the basic rules you must follow when using our Website and Online Store.
<a href="#">D. Copyright</a>	This section talks about how Pacific Ropes will respond if you believe someone is infringing your copyrights on our Website or Online Store.
<a href="#">E. Intellectual Property Notice</a>	This describes Pacific Ropes' rights in the Service, including our Website and Online Store.
<a href="#">F. Additional Terms</a>	Additional terms may apply to your use or purchase of specific products or services.
<a href="#">G. Payment</a>	You are responsible for payment. We are responsible for billing you accurately.
<a href="#">H. Cancellation and Termination</a>	You may cancel this agreement and close your Account at any time.
<a href="#">I. Disclaimer of Warranties</a>	We provide our Service, including the Website and Online Store as is, and we make no promises or guarantees about this Service. With the exception of manufacturer's warranties, to which Pacific Ropes is not a party, we disclaim any and all warranties with respect to products sold on our Online Store. <b>Please read this section carefully; you should understand what to expect.</b>
<a href="#">J. Limitation of Liability</a>	We will not be liable for damages or losses arising from your use or inability to use the Service, including the Website, the Online Store, or any products or services sold through the Website and Online Store.

**Please read this section carefully; it limits our obligations to you.**

**K. Release and Indemnification**

You are fully responsible for your use of the Service.

**L. Changes to these Terms of Service**

We may modify this agreement, but we will give you 30 days' notice of material changes that affect your rights.

**M. Miscellaneous**

Please see this section for legal details including our choice of law.

**A. Definitions**

**Short version:** *We use these defined terms throughout the agreement. They have specific legal meanings. You should know what we mean when we use each of the terms. There's not going to be a test on it, but it's still important to review this information.*

1. An "**Account**" represents your legal relationship with Pacific Ropes. A "User Account" represents an individual User's authorization to log in to and use the Online Store.
2. The "**Agreement**" refers, collectively, to all the terms, conditions, notices contained or referenced in this document (the "Terms of Service" or the "Terms") and all other operating rules, policies (including the Pacific Ropes Privacy policy that we may publish from time to time on the Website).
3. "**Content**" refers to content featured or displayed through the Website, including without limitation code, text, data, articles, images, photographs, graphics, software, applications, packages, designs, features, and other materials that are available on the Website or otherwise available through the Service.
4. "**Online Store**" means the Pacific Ropes online store located at [shop.pacificropes.com](http://shop.pacificropes.com).
5. "**Pacific Ropes**," "**We**," and "**Us**" refer to Pacific Ropes Contracting Ltd., a British Columbia corporation, as well as its affiliates, directors, subsidiaries, contractors, licensors, officers, agents, and employees.
6. The "**Service**" refers to the content, applications, software, and services provided by Pacific Ropes through the Website and Online Store, but expressly excludes offline services such as rope access and rope access training, which are governed by separate agreements (except for Content relating to rope access and rope access training found on the Website).
7. The "**User**," "**You**," and "**Your**" refer to the individual person, company, or organization that has visited or is using the Website or Service; that accesses or uses any part of an Account; or that directs the use of the Account in the performance of its functions. A User must be at least 19 years of age or the age of majority in their home jurisdiction.
8. The "**Website**" refers to Pacific Ropes' website located at [pacificropes.com](http://pacificropes.com) and [info.pacificropes.com](http://info.pacificropes.com), and all content, services, and products provided by Pacific

Ropes at or through the Website (but excluding offline services). It also refers to the Online Store found at [shop.pacificropes.com](http://shop.pacificropes.com), and other websites owned, operated and published by Pacific Ropes unless these sites are subject to different terms of service.

## B. Account Terms

**Short version:** *User Accounts may be created to facilitate online shopping through the Online Store. These accounts must be used for lawful purposes, must contain accurate information, and may be accessed, removed or deleted by Pacific Ropes. You alone are responsible for your Account and anything that happens while you are signed in to or using your Account. You are responsible for keeping your Account secure.*

### 1. Account Controls

Subject to these Terms, You must retain administrative control over your User Account and the information contained within it.

### 2. Right to Access

Pacific Ropes personnel may access the content of your Account in the following situations:  
- With your consent and knowledge, for support reasons. - When access is required to process orders, administer business operations, and for security reasons.

### 3. Required Information

You must provide a valid email address in order to complete the account signup process. When using your account to place an order through the Online Store, you must provide sufficient accurate information to allow Pacific Ropes to process your order and to allow the applicable payment processor to process your payment in accordance with the applicable processing terms. You are solely responsible for ensuring that the contents of your order(s) and your User Account information is accurate and up-to-date.

### 4. Account Requirements

We have a few simple rules for User Accounts on the Online Store. - You must be a human to create an Account. Accounts registered by "bots" or other automated methods are not permitted. - You must be age 19 or the age of majority in the jurisdiction you are located. - Your login may only be used by one person — i.e., a single login may not be shared by multiple people. - You may not order from the Online Store in violation of export controls or sanctions laws of Canada or any other applicable jurisdiction.

### 5. User Account Security

You are responsible for keeping your Account secure while you use our Service. - You are responsible for all information added or updated under your account, and any transactions that originate through your Account. - You are responsible for maintaining the security of your Account and password. Pacific Ropes cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. - You will promptly notify

Pacific Ropes if you become aware of any unauthorized use of, or access to, our Service through your Account, including any unauthorized use of your password or Account.

## 6. Shopify Terms

Our Online Store is hosted by Shopify Inc. and payments through the Online Store are processed through third party payment processing services. Your use of the Online Store is subject to the Shopify Inc. [Terms of Use](#), including the [Shopify Terms of Service](#), [Shopify Payments Terms of Service](#), [Shopify Acceptable Use Policy](#), [Shopify Privacy Policy](#) and [Shopify Cookie Policy](#) to the extent that these terms and policies apply to Users of the Online Store and Service. Our Terms of Service may also be modified by the specific Terms of Service, Privacy Policy and Refund Policy made available through the Online Store.

## C. Acceptable Use

**Short version:** *Pacific Ropes provides online information and reference materials as a courtesy and asks that you use them in a respectful manner in accordance with the laws applicable to Pacific Ropes, and to you.*

You are prohibited from using the Website and Service in any manner that violates any applicable laws, including copyright laws, trademark laws, export control or sanctions laws applicable to Pacific Ropes' operations, or other laws in your jurisdiction. You are responsible for making sure that your use of the Service is in compliance with laws and any applicable regulations.

You are also prohibited from relying on Content published by Pacific Ropes without first obtaining qualified legal or other related professional advice with respect to the Content and your intended use of the Content. Pacific Ropes makes no representations with respect to the accuracy, currency, or applicability of any legislative, regulatory, trade standards, bylaws or training materials published on the Website. Pacific Ropes disclaims any and all warranties with respect to the accuracy all content published on the Website.

## D. Copyright Infringement Policy

If you believe that content on our Website violates your copyright, please contact us right away. Note, however, that there may be legal consequences for sending a false or frivolous takedown notice. Before sending a takedown request, you must consider legal uses such as fair use and licensed uses.

## E. Intellectual Property Notice

**Short version:** *In general, we own the Website and Service and all of our content. You must obtain our written consent before using any of our content.*

### 1. Pacific Ropes' Rights to Content

Pacific Ropes and our licensors, vendors, agents, and content providers retain ownership of all intellectual property rights of any kind related to the Website and Service. We reserve all rights that are not expressly granted to you under this Agreement or by law. The look

and feel of the Website and Service is copyright © Pacific Ropes Contracting Ltd. All rights reserved. You may not duplicate, copy, or reuse any portion of the Service without Pacific Ropes' express written consent.

## 2. Pacific Ropes Trademarks and Logos

Pacific Ropes retains all rights in its trademarks, logos, look and feel of these and other Content, including proprietary marketing materials, educational materials and other intellectual property. The content on the Website and Online Store cannot be copied or used without Pacific Ropes' express written consent.

## 3. Third Party Intellectual Property

The Website may contain content owned or originally published by third parties. Where this occurs, Pacific Ropes publishes this content with permission or through the fair dealing copyright exemption. Users are prohibited from copying this content without the consent of the content owner or in breach of applicable copyright legislation.

## F. Additional Terms

**Short version:** *You need to follow certain specific terms and conditions for Pacific Ropes's various services and products, and you agree to the Supplemental Terms and Conditions when you agree to this Agreement.*

Some Service features may be subject to additional terms specific to that feature or product. For example, when purchasing products from the Online Store, your purchase will be subject to additional terms found or incorporated by reference into the Online Store.

## G. Payment

**Short version:** *You are responsible for any fees associated with your use of the Service and Online Store. We are responsible for communicating those fees to you clearly and accurately.*

You are responsible for all fees, including taxes, associated with your use of the Service or purchase through the Online Store. By using the Service or Online Store, you agree to pay Pacific Ropes any charge incurred in connection with your purchase of any products through the Online Store (or as otherwise advertised on the Website). If you have questions or wish to dispute a charge, contact [Pacific Ropes](#).

## H. Cancellation and Termination

**Short version:** *If you close your Account or stop using the Service, some terms will continue to apply.*

All provisions of this Agreement which, by their nature, should survive termination will survive termination — including, without limitation: ownership provisions, warranty disclaimers, indemnities, and limitations of liability.

## I. Disclaimer of Warranties

**Short version:** *We provide our products and Service as is, and we make no promises or guarantees about this Service. Please read this section carefully; you should understand what to expect.*

Pacific Ropes provides the Website, the Service and products sold through the Online Store “as is” and “as available,” without warranty of any kind. We expressly disclaim all warranties, whether express, implied or statutory, regarding the Website and the Service including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement.

Pacific Ropes does not warrant that the Service or products sold through the Online Store will meet your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable or correct; that any defects or errors will be corrected; that the Service will be available at any particular time or location; or that the Service is free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from your downloading and/or use of products purchased from the Online Store and any files, information, content or other material obtained from the Service.

This disclaimer is not intended to waive or cancel any third-party manufacturer warranties that may apply to specific products sold through the Online Store.

## J. Limitation of Liability

**Short version:** *We will not be liable for damages or losses arising from your use or inability to use the Service, products purchased from the Online Store, or otherwise arising under this agreement. Please read this section carefully; it limits our obligations to you.*

You understand and agree that we will not be liable to you or any third party for any injury, damage, loss (including loss of profits), use, goodwill, data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from

- your reliance on, or use of, the Content published on the Website and Online Store;
- your use of any products purchase from the Online Store;
- your use or inability to use the Service;
- any modification, price change, suspension or discontinuance of the Service;
- the Service generally or the software or systems that make the Service available;
- unauthorized access to or alterations of your transmissions or data;
- statements or conduct of any third party on the Service;
- any other user interactions that you input or receive through your use of the Service;  
or

- any other matter relating to the Service.

Our liability is limited whether or not we have been informed of the possibility of such damages, and even if a remedy set forth in this Agreement is found to have failed of its essential purpose. We will have no liability for any failure or delay due to matters beyond our reasonable control.

## K. Release and Indemnification

**Short version:** *You are responsible for your use of the Service. If you harm someone else or get into a dispute with someone else, we will not be involved.*

If you have a dispute with one or more Users, you agree to release Pacific Ropes from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

You agree to indemnify us, defend us, and hold us harmless from and against any and all claims, liabilities, and expenses, including attorneys' fees, arising out of your use of the products sold through the Online Store, the Website and the Service, including but not limited to your violation of this Agreement, provided that Pacific Ropes (1) promptly gives you written notice of the claim, demand, suit or proceeding; (2) gives you sole control of the defense and settlement of the claim, demand, suit or proceeding (provided that you may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases Pacific Ropes of all liability); and (3) provides to you all reasonable assistance, at your expense.

## L. Changes to These Terms

**Short version:** *We want our users to be informed of important changes to our terms, but some changes aren't that important — we don't want to bother you every time we fix a typo. So while we may modify this agreement at any time, we will notify users of any changes that affect your rights and give you time to adjust to them.*

We reserve the right, at our sole discretion, to amend these Terms of Service at any time and will update these Terms of Service in the event of any such amendments. We will notify our Users of material changes to this Agreement at least 30 days prior to the change taking effect by posting a notice on our Website. For non-material modifications, your continued use of the Website constitutes agreement to our revisions of these Terms of Service.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part of it) and the Online Store with or without notice.

## M. Miscellaneous

### 1. Governing Law

Except to the extent applicable law provides otherwise, this Agreement between you and Pacific Ropes and any access to or use of the Website or the Service are governed by the

federal laws of Canada and the provincial laws of British Columbia, without regard to conflict of law provisions. You and Pacific Ropes agree to submit to the exclusive jurisdiction and venue of the courts located in the City and Province of Vancouver, British Columbia.

## **2. Non-Assignability**

Pacific Ropes may assign or delegate these Terms of Service, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service without our prior written consent, and any unauthorized assignment and delegation by you is void.

## **3. Section Headings and Summaries**

Throughout this Agreement, each section includes titles and brief summaries of the following terms and conditions. These section titles and brief summaries are not legally binding.

## **4. Severability, No Waiver, and Survival**

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed to reflect the parties' original intent. The remaining portions will remain in full force and effect. Any failure on the part of Pacific Ropes to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

## **5. Amendments; Complete Agreement**

This Agreement may only be modified by a written amendment signed by an authorized representative of Pacific Ropes, or by the posting by Pacific Ropes of a revised version in accordance with the terms set out above.

## **6. Questions**

Questions about the Terms of Service? [Contact us](#).