

Terms of use

Please read these terms of use carefully. They govern your use of the www.novabus.com website. They exempt Nova Bus and other persons from liability or limit their liability and contain other important provisions that you should read.

These terms of use contain the following provisions:

1. YOUR ACCEPTANCE OF THESE TERMS OF USE

These terms of use constitute an agreement between you and all persons you represent (and for the purposes of this agreement, "person" includes natural persons and any type of incorporated or unincorporated entity) and Nova Bus Inc., Nova Bus (US) Inc., ("Nova Bus") regarding your access to and use of Nova Bus's www.novabus.com website and all content, information, products and services available through the website (collectively, the "Website"). These terms of use also provide benefits to Nova Bus affiliates, service providers, suppliers and other persons.

Each time you use the Website, you signify your acceptance and agreement, and the acceptance and agreement of any person you purport to represent, without limit or qualification, to be bound by these terms of use as they then read, and you represent and warrant that you have the legal authority to agree to and accept these terms of use on behalf of yourself and any person you purport to represent. If you do not agree with each provision of these terms of use, or you are not authorized to agree to and accept these terms of use on behalf of the person you purport to represent, you may not access or use the Website. The Website is for convenience and informational purposes only and is not intended to convey advice, recommendations or an offer to sell any product or service.

These terms of use are in addition to any other agreement you may have with Nova Bus, including a transaction agreement.

2. PERMISSION TO USE THE WEBSITE

You have permission to use the Website if you have reached the age of majority in your place of residence and are legally able to enter into contracts under applicable legislation. You cannot use the Website if you reside in a jurisdiction in which access or use is illegal in whole or in part. It is incumbent upon you and you alone to determine if you can use the Website legally, and you must comply with all applicable laws.

3. CHANGES TO THESE TERMS OF USE

Nova Bus may, in its sole discretion, change these terms of use from time to time, as it relates to future use of the Website, by posting revised terms of use on the Website. By using the Website after these revised terms of use have been posted, you signify your acceptance and agreement to be bound by the revised terms of use. You may not change these terms of use in any manner.

4. OWNERSHIP AND PERMITTED USE OF THE WEBSITE

The Website (including all content, page headers, custom graphics, button icons, scripts and the presentation, arrangement, coordination, enhancement and selection of such and other information in text, graphical, video and audio forms, images, icons, software, designs, applications, data and other elements available on or through the Website) is the property of Nova Bus and others, and is protected by Canadian and international copyright, trademark and other laws. Your use of the Website does not transfer to you any ownership or other rights on the Website or its content. The Website is made available to you for your lawful, personal use only. You may use the Website only in the manner described expressly in these terms of use and subject to all applicable laws. Using the Website for any other purpose or in any other manner is strictly prohibited.

You may print Website pages provided that you do not modify any of the pages and that you do not remove or alter any visible or non-visible identification, marks, notices or disclaimers. The Website and its content may not be copied, imitated, reproduced, republished, uploaded, posted, transmitted, modified, indexed, catalogued, mirrored or distributed in any way, in whole or in part, without the express prior written consent of Nova Bus. It is prohibited to use software used as part of the operation or the equipping of the Website except when you use the Website in accordance with the current terms of use.

5. MISPRINTS, ERRORS, AND AVAILABILITY

Nova Bus endeavours to provide current and accurate information on the Website. However, misprints, errors, inaccuracies, omissions (including incorrect product descriptions) and other errors may sometimes occur. Nova Bus cannot guarantee that products and services advertised on the Website will be available when ordered or thereafter. Nova Bus does not warrant that the content of the Website including, and without limitation to the foregoing, product descriptions or photographs, is accurate or complete.

6. TRADEMARK INFORMATION

Nova Bus and other names and logos appearing on or in connection with the Website (the "Marks") are registered or unregistered trademarks, service marks, trade names and logos owned or licensed by Nova Bus or their respective owners or licensees.

Any use of the Marks, except as expressly provided in this Agreement, is strictly prohibited. Nothing appearing on the Website or elsewhere shall be construed as granting, by implication or otherwise, any license or right to use any of the Marks.

7. NO LINKING, FRAMING, MIRRORING, SCRAPING, DATA-MINING OR POSTINGS

Links to the Website without the express written permission of Nova Bus are strictly prohibited. To request permission to link to the Website, please contact Nova Bus. Nova Bus may, in its discretion, cancel and revoke any permission it may give to link to the Website at any time and without any notice or liability to you or any other person.

The framing, mirroring, scraping or data-mining of the Website or any of its content in any form and by any means is strictly prohibited. You may not use any collaborative browsing or display technologies in connection with your use of the Website or to post comments, communications or any other data of any kind to or on the Website with the intention that such postings may be viewed by other users of the Website.

8. UNSOLICITED SUBMISSIONS

In order to avoid potential misunderstandings or disputes, Nova Bus does not accept or consider unsolicited ideas or suggestions ("Submissions"). If you send Submissions to Nova Bus or the Website, you automatically grant (or warrant that the owner of the Submissions grants) to Nova Bus and its successors, assigns and licensees a perpetual, royalty free, irrevocable, unrestricted, non-exclusive, world-wide, assignable, sub-licensable right and license to use and exploit the Submissions or any ideas, concepts, know-how or techniques associated with the Submissions for any purpose whatsoever, commercial or otherwise, using any form or technology now known or later developed, without providing any attribution or compensation to you or any other person, without any liability whatsoever, and free from any obligation of confidence or other duties on the part of Nova Bus or its successors, assigns and licensees, and you agree, represent and warrant that all moral rights in the Submissions are waived in favour of Nova Bus and its successors, assigns and licensees.

9. DISCLAIMERS, LIABILITY EXCLUSIONS/LIMITATIONS AND INDEMNITY

Disclaimers

Your access to and use of the Website is at your own risk. The Website is provided on an “as is” and “as available” basis, without any representations, warranties or conditions of any kind, whether express or implied, and including without limitation implied representations, warranties or conditions of or relating to accuracy, accessibility, fitness for a particular purpose, merchantability, performance or durability, all of which are disclaimed by Nova Bus to the fullest extent permitted by law.

Liability exclusions

Nova Bus and its providers will never be liable to you or any other person for any loss or damage arising from these terms of use, including but not limited to loss of data, business, markets, savings, income, profits, use, production, reputation or goodwill, anticipated or otherwise, (whether in contract, tort, or any other law or equity), in connection with or related to your or another person’s use of the Website, even if Nova Bus or its suppliers have been advised of the possibility of such loss or damage being incurred.

Acknowledgement and exclusion by statute in certain jurisdictions

The exclusion of certain warranties and the limitation of certain liabilities are prohibited in some jurisdictions. These statutory prohibitions may apply to you.

12. PERSONAL INFORMATION PRIVACY

Nova Bus collects, uses and discloses personal information in accordance with its Privacy Policy, which may be changed from time to time by Nova Bus, in its discretion, without any notice or liability to you or any other person, by making an amended Privacy Policy accessible through the Website. By accepting these terms of use, and each time you use the Website, you consent to the collection, use and disclosure of your personal information by Nova Bus in accordance with the Privacy Policy as it then reads.

13. OTHER SITES/RESOURCES

For your convenience, the Website may include links or references to other Internet sites or resources and businesses operated by other persons (collectively “Other Sites”). Other Sites are independent from Nova Bus, and Nova Bus has no responsibility or liability for or control over Other Sites, their business, goods, services or content. Nova Bus does not sponsor or endorse Other Sites or their business, goods, services or content unless expressly indicated in writing. Your use of Other Sites and your dealings with their owners or operators is at your own risk, and you will not make any claim against Nova Bus arising from, connected with or relating to your use of Other Sites or your dealings with the owners or operators of Other Sites. As between you and Nova Bus, these terms of use, with all necessary modifications, apply to your access and use of any Other Sites and their business, goods, services and content.

14. TERMINATION

Notwithstanding any other provision of these terms of use, Nova Bus may in its discretion change, discontinue, modify, restrict, suspend or terminate the Website or any part of it without any notice or liability to you or any other person. Nova Bus may in its discretion and for its convenience, at any time, immediately terminate, temporarily or permanently, these terms of use or your permission to access and use the Website without any notice or liability to you or any other person.

If these terms of use or your permission to access or use all or any part of the Website is terminated for any reason, then these terms of use and all other than existing agreements between you and Nova Bus will continue to apply and be binding upon you regarding your prior access to and use of the Website, and anything connected with, relating to or arising therefrom.

15. GOVERNING LAW AND DISPUTE RESOLUTION

These terms of use, your access to and use of the Website, and all related matters are governed solely by the laws of Quebec and the applicable federal laws of Canada. Any dispute between you and Nova Bus or any other person arising from, connected with or relating to the Website, these terms of use or any related matters (collectively "Disputes") must be resolved before the courts of Quebec, located in the City of Montreal, and you will be irrevocably and exclusively subject to the jurisdiction of these courts regarding any dispute.

16. OTHER MATTERS

If any portion of these terms of use is deemed illegal, null, or non-binding for any reason, that portion will then be deemed to have been removed from these terms of use and the other portions will remain in effect and fully applicable.

The conditions herein apply to the benefit of Nova Bus and its suppliers and their successors, assigns or related parties, and apply to your benefit and to the benefit of your heirs, executors, administrators, successors, assigns and estate representatives and are binding upon you. You may not transfer these terms of use or the rights and obligations that they bestow upon you without the prior explicit written consent of Nova Bus, which Nova Bus may refuse at its sole discretion. Nova Bus may transfer these terms of use and their rights and obligations that they bestow upon it without your consent. No consent or waiver by a party regarding a breach or failure by another party under these terms of use: (a) is to be interpreted as consent or waiver regarding a breach or ongoing default or any other breach or default of these obligations or of any other obligations of that party; or (b) will not be binding unless provided in writing and signed by all the parties.

The parties agree and explicitly require that these use conditions and all documents related to them be drafted in English. *Les parties s'entendent et sont explicitement en accord que les présentes conditions d'utilisation et tout document associé à ceux-ci soient rédigés en anglais.*

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