

# Terms and conditions, policies, and your privacy

Thank you for your interest in our products and services. This document explains our general terms and conditions, policies, warranty, and your privacy (including how we manage your data).

By utilizing our website functionality or by purchasing a product or service from us, you agree to the following.

These terms and conditions can change without prior notice. Please visit our website frequently to view the most current version of our terms and conditions.

## 1. Definitions

“Sivi” (written in any form, including the website format “sivi.ca”), “us”, “we”, “our”, “ours”, “the seller”, all denote our company: Solutions Informatiques Vimark Inc. which is based in the province of Quebec, Canada.

“You”, “your”, “yours”, “the client”, all denote you: the purchaser or potential purchaser of products or services from Solutions Informatiques Vimark Inc. These terms also denote all website utilizers.

A “build” is a computer built or being built by Sivi. “build(s)” and “builds” are the plural forms.

## 2. Your privacy and confidential information

Good news! Since we value your privacy and data, we will never share your data with any third party except for the execution of your order (including shipping services, accounting services, order processing, and such necessary parties in the exclusive goal of providing a product or service to you). Your data, personal identification information, or website use will not be sold to any third party. Your data, personal identification information, or website use could be divulged to authorities only if required by law.

We can use your information to contact you for order processing, or to inquire about potential orders.

We will not mail you (physically or electronically) any newsletter and we will never subscribe you to any notification without your explicit consent.

### **3. Applicable law and territory**

This agreement is governed by the laws of the province of Quebec.

Furthermore, SIVI products and services are intended for clients based in the province of Quebec at this time. We do not sell our products or services to any other province, territory or country. Should the client ship or install the products outside of the province of Quebec, the warranty is immediately void. Our products will not be insured nor will we accept any liability for products outside of the province of Quebec.

### **4. Currency**

We only accept payment in Canadian dollars (\$CAD/\$CDN). Payments in other currencies (including cryptocurrencies) to be discussed on a case-per-case basis.

### **5. Payment terms and methods**

We require pre-payment of our products or services according to the following breakdown:

- Products and services 0\$ to 5 000\$ before taxes, 100% payment prior to us ordering components for your build(s)
- Products and services 5 001\$ to 10 000\$ before taxes, 70% payment prior to us ordering for your build(s). The remaining balance is due on delivery, immediately.
- Products and services 10 001\$ and more before taxes, 50% payment prior to us ordering your build(s). 20% upon proof of receipt of your components for your build(s). The remaining balance is due on delivery, immediately.

We currently accept the following payment methods:

- Bank transfer
- Cheque (bounced cheques incur a 50\$ CAD fee, per failed payment)
- Bank draft
- Paypal™
- Interac® E-transfer
- Cash, in person

## 6. Ownership and order cancellation

Sivi remains the owner of all components and builds, whether complete or incomplete, until full payment is received. Transfer of ownership occurs upon full payment (taxes included).

An order may be canceled at any time by the client. The client is charged according to the following guidelines/milestones:

- Prior to any part order, a 200\$ fee will be charged for each canceled client order
- Prior to a part being shipped from suppliers to Sivi, and if Sivi can cancel the part order with no charges (within reasonable effort, as determined by Sivi), a 50\$ fee will be charged for each canceled component.
  - If the supplier charges Sivi a fee, Sivi will ask the client for approval before incurring the fee as the client will be charged this fee + 50\$ per canceled part.
- If a part is in transit to Sivi or received by Sivi, the sale price of the part is charged (as determined by Sivi). The client can choose if they want the part or not. If the client wants the part, shipping fees will apply to the client's location.
  - The client may also ask Sivi to attempt returning any unopened parts to the suppliers. This incurs a 50\$ charge per returned part. If and only if the supplier accepts the return, will the amount of the sale be credited back to the client. Any surcharges by the supplier are passed on to the client - but the client will be informed first and asked for approval.
- If the build process has begun, the full price of the unit is charged to the client. We therefore recommend just going ahead with the order. Should the client not wish to take possession of the build, Sivi remains the owner, but the client must still pay the full price.

## 7. Resale

Resale is prohibited unless expressly approved by Sivi.

## 8. Warranty, repairs, replacement, returns and refunds

A one-year parts and labor warranty is included with all our builds. The warranty is **EXCLUSIVELY** for the hardware and will **NEVER** cover the used software - even if the software was pre-installed by Sivi.

This warranty begins on the ready-to-ship date as determined by Sivi. We will deploy all efforts to ensure the ready-to-ship date and the delivery date are extremely close (or ideally, the same). Should the client or Sivi delay the delivery date, this will be handled on a case-by-case basis.

Upon detection of a suspected flaw, or following an outright failure, the client must inform Sivi immediately in writing at [info@sivi.ca](mailto:info@sivi.ca), within a maximum of 5 business days - as long as this is before the end of the warranty period. When it is near the end of the warranty period, please react quicker. Contact after the warranty period's end may not be treated as a warranty claim.

Sivi will react rapidly to a warranty claim (usually within 48 hours) and attempt to reach the requester, usually by phone and email. Several attempts will be made to reach the client. If there is no response after three attempts, the claim will be deemed to be null.

Sivi has the full right to decide whether to repair the build, replace a component (or several components), accept a return or issue a refund at its sole discretion. Should a refund be awarded, the build can be requested by Sivi.

Sivi may also evaluate the client's use of the build to determine warranty eligibility. **Misuse, abuse, neglect (including but not limited to gross neglect), overclocking and cryptocurrency mining will all void the warranty.** Please also note, **suspected** misuse, abuse, neglect (including but not limited to gross neglect), overclocking and cryptocurrency mining will all void the warranty as well.

Should our evaluation demonstrate the client is at fault, adequate service charges will be charged to the client.

Repairs and normal maintenance after the warranty period incur service charges.

## 9. Liability

Sivi holds a limited liability insurance to cover for damages caused by defective parts or workmanship. The liability is exclusively that of physical damage or physical loss as per Quebec law. Sivi is not responsible for any lost time, loss of profit or loss of data. The damages that are covered are limited to the value of the build(s) and what is mandatory by law (in Quebec).