Terms of Use and Copyright Policy

The following terms and conditions govern all use of the RosseauMarket.com and RosseauFarmersMarket.com websites and all content, services and products available through the website (referred to as the Site).

The RosseauMarket websites are owned and operated by The Rosseau Market in Rosseau, Ontario, Canada. The Site is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, our Privacy Policy) and procedures that may be published from time to time on this Site (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using the Site. By accessing or using any part of the web site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Site or use any services. If these terms and conditions are considered an offer by Rosseau Market, acceptance is expressly limited to these terms.

What information do we collect?

We may collect personally identifiable information from you in a variety of ways, including through online forms for ordering products and services, and other instances where you are invited to volunteer such information, including, but not limited to, when you register on our site, place an order or subscribe to our newsletter. When ordering or registering on our site, as appropriate, you may be asked to enter your: name, e-mail address, mailing address, phone number or credit card information.

What do we use your information for?

Any of the information we collect from you may be used to personalize your experience, improve our website, improve customer service, process transactions, send periodic emails. The email address you provide for order processing, will only be used to send you information and updates pertaining to your order. If you decide to opt-in to our mailing list, you will receive emails that may include company news, updates, related product or service information, etc. If at any time you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.

Responsibility of website visitors

By operating the Site, Rosseau Market does not represent or imply that it endorses any or all of the contributed content, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, trojan horses, and other harmful or destructive content. The Site may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. Rosseau Market disclaims any responsibility for any harm resulting from the use by visitors of the Site.

Do we disclose any information to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information, except to provide products or services you've requested. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Copyright infringement and DMCA policy

As Rosseau Market asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by the Site violates your copyright, you are encouraged to notify Rosseau Market in accordance with common DMCA policies. Rosseau Market will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of Rosseau Market or others, Rosseau Market may, in its discretion, terminate or deny access to and use of the Site. In the case of such termination, Rosseau Market will have no obligation to provide a refund of any amounts previously paid to Rosseau Market. You further agree not to change or delete any proprietary notices from materials downloaded from the site. You must also retain our copyright notice in the privacy policy you create, unless you have purchased a premium membership in which case you may remove our copyright notice from your privacy statement.

Do we use cookies?

Yes, we use cookies (which are small pieces of information that your browser stores on your computer's hard drive) to help us remember and process the items in your shopping cart, understand and save your preferences for future visits and compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. We may contract with third-party service providers to assist us in better understanding our site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business.

Third party links

Our site may contain links to third party sites. These third party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

Intellectual property

This Agreement does not transfer from Rosseau Market to you any Rosseau Market or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Rosseau Market. Rosseau Market logo, and all other trademarks, service marks, graphics and logos used in connection with Rosseau Market, or the Site are trademarks or registered trademarks of Rosseau Market or Rosseau Market's licensors. Other trademarks, service marks, graphics and logos used in connection with the Site may be the trademarks of other third parties. Your use of the Site grants you no right or license to reproduce or otherwise use any Rosseau Market or third-party trademarks.

Changes

Rosseau Market reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Site following the posting of any changes to this Agreement constitutes acceptance of those changes. Rosseau Market may also, in the future, offer new services and/or features through the Site (including, the release of new tools and resources). Such

new features and/or services shall be subject to the terms and conditions of this Agreement.

Termination

Rosseau Market may terminate your access to all or any part of the Site at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement you may simply discontinue using the Site. Notwithstanding the foregoing, if you have a client account, such account can only be terminated by Rosseau Market if you materially breach this Agreement and fail to cure such breach within 14 (fourteen) days from Rosseau Market's notice to you thereof; provided that, Rosseau Market can terminate the Site immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Disclaimer of warranties

The Site is provided "as is". Rosseau Market and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Rosseau Market nor its suppliers and licensors, makes any warranty that the Site will be error free or that access thereto will be continuous or uninterrupted. You understand that it is your responsibility to ensure that the privacy policy you create is complete, accurate, and meets your companies specific privacy needs. We are not liable or responsible for any privacy policies created using our services, and we give no representations or warranties, express or implied, that the privacy policies created using our service are complete, accurate or free from errors or omissions.

Limitation of liability

In no event will Rosseau Market, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Rosseau Market under this agreement. Rosseau Market shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law. Rosseau Market shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the services and products offered on this site, or the performance of the services and products.

General representation and warranty

You represent and warrant that (i) your use of the Site will be in strict accordance with the Rosseau Market Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Site will not infringe or misappropriate the intellectual property rights of any third party.

Indemnification

You agree to indemnify and hold harmless Rosseau Market, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Site, including but not limited to your violation of this Agreement.

Miscellaneous

This Agreement constitutes the entire agreement betweenRosseau Market and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Rosseau Market, or by the posting by Rosseau Market of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Site will be governed by the laws of the province of Ontario, Canada, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Toronto, Ontario. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Rosseau Market may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

Changes to our Terms of Use and Copyright Policy

From time to time we may make adjustments to this policy. Changes will be made at our sole discretion. Site's users are encouraged to check this policy for such changes. Your continued use of this site following changes to this policy constitutes your acceptance of the changes.

Contacting Us

Any questions about this policy should be addressed to us via our contact page.

These terms of service have been last modified on November 20, 2014