

TERMS OF USE

This version in effect since July 8, 2013.

1. Acceptance

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2. Modifications to the Terms of Use

Hapa reserves the right to change these Terms of Use at any time. Hapa will do so by posting revised Terms of Use on this Website. The date of the version of these Terms of Use is stated at the top of the page. Please review the Terms of Use periodically. Your continued use of this Website following the posting of changes to these Terms of Use will mean you accept those changes. We recommend that you print a copy of these Terms of Use for your records.

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4. No Unlawful or Prohibited Use

As a condition of your use of this Website, you agree that you will not use this Website for any purpose that is unlawful or prohibited by these Terms of Use.

5. Submissions

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6. Online Purchases

In consideration of your purchase of any items from our Website, such as Gift Cards, you agree to provide true, accurate, current and complete information about yourself as prompted (such information being the "Registration Data"). Hapa will not be liable for any loss or damage arising from your failure to comply with this paragraph or with the rest of these Terms of Use.

Some or all of the information you provide to facilitate any purchase from our Website will be provided to Equifax, which will verify your credit card and personal information against its database of credit information. Equifax verifies that your name, address, phone number and credit card number conform to the information contained in your credit history and checks your name against a database of names that are known to be associated with past fraudulent transactions. By your acceptance of these Terms of Use, you agree that your personal information may be released to Equifax for these purposes.

Gift Cards purchased through this Website are redeemable only in Canada and may be presented as payment at any participating Hapa Izakaya restaurants in Canada.

Refund Policy

No refunds or returns are offered or allowed, and lost or stolen Gift Cards or Gift Cards used without your authorization cannot be replaced or replenished. Gift Cards cannot be redeemed for cash and no change will be given.

7. Disclaimer

You acknowledge and agree that the performance of this Website and all content or services accessed from or available thereon are provided to you

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8. Security

You may choose to enter credit card transactions through our Website. Hapa uses ASecureCart, a third-party service provider, to process credit card transactions. ASecureCart uses a secure server running secure socket layer (SSL) technology and supporting 128-Bit encryption. Refer to our Privacy Policy for further details on how your personal information is used and protected.

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By visiting this Website, you agree that to the maximum extent permitted by law, in no event shall Hapa or its shareholders, directors, officers, employees or agents be liable for any damages based on claims arising out of or in any way connected with the use of this Website, whether such damages are direct, indirect, punitive, incidental, special or consequential, and even if Hapa has been advised of the possibility of such damages or ought to have known of the possibility of such damages.

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11. Privacy Policy

Hapa collects, uses and discloses your personal information in accordance with its Privacy Policy which forms part of these Terms of Use. Please carefully review the policy.

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If you breach any of these Terms of Use, you may no longer use this Website. Hapa may, in its sole discretion, cancel or terminate your right to use this Website, or any part of this Website, at any time without notice. In the event of termination, you are no longer authorized to access this Website or the part of this Website affected by such cancellation or termination. In such event, the restrictions which these Terms of Use impose on you with respect to this Website shall still apply. Hapa is not liable to any party for such damages arising from such a termination.

14. Entire Agreement

These Terms of Use, including the terms of the Privacy Policy, constitute the entire agreement (this "Agreement") between you and Hapa relating to your access and use of this Website. Hapa's failure to insist upon strict performance of any provision of this Agreement does not mean that Hapa is waiving any of its rights under this Agreement. If a court determines that any of the provisions contained in this Agreement are void, invalid or unenforceable, such determination will not affect the validity and enforceability of the rest of this Agreement.

15. Governing Law and Jurisdiction

This Agreement is governed by and is to be interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.

If you have any questions about these Terms of Use or our Privacy Policy, please contact us by sending an email message to info@hapaizakaya.com.