



Participation Agreement

Welcome to francoboutique.ca (“the site”) and our online selling services (“services”). By registering to be a business member (“member”) of francoboutique.ca you agree to the terms and conditions of this **Participation Agreement** and all the associated policies of this site. These policies can be accessed at www.francoboutique.ca.

Francoboutique.ca reserves the right to change any of the terms and conditions in this **Participation Agreement** or any other policies related to this site at any time, without warning, at our sole discretion. Although the administrators of francoboutique.ca (“administrators”) will endeavor to contact members regarding any changes to these policies no guarantees are made that this contact will take place. Therefore, any changes will be effective when posted on the site. Members’ continued use of this site after changes have been posted will constitute acceptance of the changes or modifications. If members do not agree with the changes or modifications made to this Participation Agreement or any referenced policies they agree not to continue using this site.

Francoboutique.ca, at our sole discretion, may pause or terminate this **Participation Agreement**, access to the site or the services provided at any time without notice for any reason. Members may, at any time, terminate membership by giving written notice to francoboutique.ca. Members must complete any unfinished business before membership will be terminated.

Member Eligibility

The use of francoboutique.ca’s site and services are limited to Canadian parties who can legally enter into and form contracts. For example, minors (those under 18 years of age) cannot use the services. To register business owners must provide their real name, address, phone number, e-mail address and business registration number (if applicable). Members may not impersonate any other person or use a name they are not legally eligible to use. By registering on this site members authorize francoboutique.ca to verify the information submitted. Membership hinges on the acceptance of members’ application by the administrators of francoboutique.ca.

Members who already have an e-commerce site are still eligible to participate in francoboutique.ca. These businesses still require a membership of \$50.

Member Participation

Francoboutique.ca is neither an information distribution service nor an advertising service. All members must have one or more products or services to sell over the Internet. In order to sell products/services on the site members must create an account with francoboutique.ca. This account grants members permission to post and modify products/services, manage orders and confirm shipping. Once membership has been approved members will receive written training documentation related to the operation of member services. Members are solely responsible for the security and confidentiality of their account and password and therefore responsible for any transactions and modifications made through their account.



Complementary training on how to use the services provided by francoboutique.ca will be provided to members based on the availability of administrators and funding.

Members of francoboutique.ca agree to receive correspondence (both print and electronic) from francoboutique.ca regarding their account and services provided. Any electronic correspondence provided by francoboutique.ca satisfies requirements that this information be in writing.

The Services Provided

Francoboutique.ca will provide members with the e-commerce services outlined in this document and related policies found attached to this agreement. Francoboutique.ca will continually update the site and services as new technologies become available. Service is generally available seven (7) days per week, twenty-four (24) hours a day except for routine maintenance of the site which may result in a discontinuation of service for brief periods of time. Francoboutique.ca will not be responsible for any losses incurred during or related to the disruption of service.

Listing of Products and Services

It is members' responsibility to post and ensure the accuracy of the products/services they would like to sell on francoboutique.ca. By listing a product/service members indicate to prospective customers that they have the right and ability to sell this product/service. Members' postings should be complete, accurate, current, clear and not deceptive. Francoboutique.ca reserves the right to limit the quantity or value of products/services sold over a given period of time at our sole discretion.

All products/services must be posted in French. Products/services may also be posted in English and/or Spanish at the discretion of members. Members are responsible for any translation required. Members should have the skills to respond to customer inquiries in all the languages their products/services are posted in.

The main page of francoboutique.ca has a featured product/service section. This area is updated randomly from the list of products/services held in the francoboutique.ca database. Special requests to be featured in this section cannot be granted.

Appropriate Product Postings

Members may not sell the following items on this site under any circumstances.

- Any item that is harmful to minors, obscene, or otherwise objectionable or illegal.
- Restricted weapons and related accessories, including but not limited to the following:
 - Firearms and firearm accessories, including ammunition;
 - Switchblade knives;
 - Any concealable weapon;
 - Any explosive device;
 - Martial arts weapons; and
 - Fireworks, explosives, or any hazardous material or restricted chemical.
- Any item that infringes the rights of a third party, including but not limited to items that violate copyrights, trademarks, publicity, or privacy rights of third parties. Examples include, but are not limited to:



- Unauthorized copies of software, music, video games, movies, photos, or other media;
- Bootleg recordings of concerts, movies, or other performances;
- Sale of back-up copies of software;
- Any item that is counterfeit or stolen, including items that are “Replicas,” or “fake” versions of a brand product;
- Counterfeit, or for the purpose of producing counterfeit, currency, stamps, government identification;
- Inauthentic sports collectibles, celebrity autographs, or otherwise inauthentic versions of memorabilia or other items with inauthentic signatures;
- Any item for gaining unauthorized entry to a place or vehicle including lock-picking devices, vehicle master keys, and other devices;
- Any item that promotes, glorifies, or is directly associated with groups or individuals known principally for hateful or violent positions or acts;
- Any animal items that are subject to regulations or laws for the protection of live animals, including endangered species and domesticated animals, as well as any products made from or including any parts of an animal protected by law or regulation;
- Any item used for hacking, intercepting, jamming, or otherwise obtaining unauthorized access to wire, electronic, or other types of communications;
- Bodies, body parts, bodily fluids.
- Any other item that violates any applicable law or regulation or which francoboutique.ca or QCC Communications determines, in our sole discretion, is inappropriate for sale through these services.

Listing Fees and Terms of Payment

All prices on this site are in Canadian dollars and include applicable taxes. The registration fees are \$50. Administration fees of 10% of the cost of each item sold will be charged. Remember to include any additional packaging charges, taxes and shipping charges in the prices posted for products/services. It is members' responsibility to ensure they are charging appropriate taxes for their business and submit the required forms and taxes to the appropriate tax authorities.

When a purchase is made charges will immediately be applied to the customer's credit card. Payments will be directly transferred into members' bank account or by cheque once a month. Payments will only be issued for articles and services marked in the website as delivered so be sure to update shipping status regularly. Francoboutique.ca may earn interest or other compensation from the balances in our bank accounts that result from the timing difference between receiving payment from customers and issuing payment to members. The administrators may, at our sole discretion, waive, reduce or reverse fees for a specific transaction.

Shipping Considerations

Orders made through francoboutique.ca may only be shipped within Canada. Members will receive an e-mail notification of each order placed for their products/services. Upon receiving an order members must ship the order within seven (7) days or communicate directly with the customer and francoboutique.ca regarding the reason for the delay. Order summaries are available on the site for members to view and update.



Returns and Refunds

Special note should be made of the return and refund policy found attached to this document. If a customer has a complaint regarding a product they purchased from a member it is the members' responsibility to ensure that the appropriate measures are taken to assure customer satisfaction including the exchange or return of the product. Francoboutique.ca reserves the right to seek reimbursement from members if we, at our sole discretion, decide to reimburse a customer under the terms outline in our policies. Francoboutique.ca may obtain such reimbursement by deducting it from future payments owed to members.

Customer Confidentiality

Members of francoboutique.ca must abide by the customer service policies outlined in the Privacy Policy. In addition, members agree to keep customer information they receive from francoboutique.ca confidential and secure. Members may contact customers to discuss an order they have placed or to respond to customer inquiries but they do not have permission to advertise, solicit, spam or otherwise harass these customers.

Indemnity/Limitation of Liability

This site and services are provided on an "as is" basis. Francoboutique.ca makes no guarantees that the site or the services will meet members' requirements, will always be available, accessible, uninterrupted, timely, secure or operate without error.

Members will defend, indemnify and hold harmless francoboutique.ca, its affiliates, their respective employees, directors, agents and representatives from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses (including reasonable attorney's fees) arising out of any claims, actions, audits investigations, inquiries or proceedings that arise out of or are related to members' use of this site.

Francoboutique.ca will not be liable for damages of any kind, including but without limitation, direct, indirect, incidental, punitive and consequential damages arising out of the use of or connection with this **Participation Agreement**, the site, the services and the inability to use the services or those resulting from any goods or services purchased or obtained or messages received or transactions entered into through the services.

The site and services are governed by the laws of the province of Saskatchewan and the Government of Canada.

Members or potential members may contact francoboutique.ca at info@francoboutique.ca or 1 800 670-0879 regarding any questions about this **Participation Agreement**.



By signing below I certify that I accept the conditions outlined above to become a member of francoboutique.ca.

Business: _____

Title: _____

First name: _____

Last name: _____

Address: _____

City: _____

Province: _____

Postal code: _____

Phone number (with area code): _____

Fax number (with area code): _____

E-mail address: _____

Website address: _____

Other information: _____

Signature : _____

Date : _____

Please include a cheque in the amount of \$50 payable to the Conseil de la Coopération de de la Saskatchewan

Please attach a VOID cheque to this form if you would like direct debit to your bank account; otherwise you will receive payment by cheque. Payments will be made monthly. After we have received this signed form we will send you your user name, password and more information on the operation of the site.

If you have any questions please don't hesitate to contact use by phone at 1 800 670-0879 (toll free) or by e-mail at info@francoboutique.ca

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www.francoboutique.ca

