

Terms of Service

Introduction

Welcome

Welcome to Sabl Inc. These Terms of Service ("Terms") govern your access to and use of our website, web application, and services (collectively referred to as the "Service") provided by Sabl Inc. ("Sabl", "we", "us", "our").

Acceptance of Terms

By accessing or using our Service, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, you must not access or use our Service.

Privacy Policy

Your privacy is important to us. Our Privacy Policy explains how we collect, use, and protect your information when you use our Service. By using our Service, you consent to the collection and use of your information as described in our Privacy Policy. Please review our Privacy Policy here: <https://sabl.store/legal/sabl-privacy-policy.pdf>

Account Terms

Eligibility

To use our Service, you must be at least sixteen (16) years old. By accessing or using our Service, you represent and warrant that you are at least sixteen years old and have the legal capacity to enter into these Terms. If you are not at least sixteen years old, you are not permitted to use our Service.

Account Creation

When you create an account with us, you must provide accurate, complete, and current information at all times. Failure to do so constitutes a breach of these Terms, which may result in the immediate termination of your account.

Account Responsibilities

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer and account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Account Security

You agree not to use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity without appropriate authorization, or a name that is otherwise offensive, vulgar, or obscene. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders at our sole discretion.

User Conduct

Prohibited Activities

You agree to use the Service only for lawful purposes and in accordance with these Terms. You agree not to use the Service:

1. In any way that violates any applicable federal, provincial, local, or international law or regulation.
2. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
3. To transmit, or procure the sending of, any unsolicited advertising or promotional material, including any "junk mail", "chain letter", "spam", or any other similar solicitation not authorized by us or not related to your own Sabl storefront.
4. To impersonate or attempt to impersonate Sabl, a Sabl employee, another user, or any other person or entity.
5. In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
6. To post or transmit any content that is sexually explicit, pornographic, obscene, or otherwise inappropriate.
7. To post or transmit any content that promotes violence, discrimination, hatred, or illegal activities.
8. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm or offend Sabl or users of the Service or expose them to liability.
9. To introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
10. To attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer, or database connected to the Service.
11. To attack the Service via a denial-of-service attack or a distributed denial-of-service attack.
12. To collect or track the personal information of others without proper consent.
13. To engage in any fraudulent or deceptive practices, including identity theft and phishing.
14. To use the Service for any commercial purpose that is not expressly permitted by these Terms or otherwise approved by us in writing.

Compliance with Laws

You agree to comply with all applicable laws, regulations, and ordinances related to your use of the Service.

Fees and Payments

Purchases

When you purchase any product or service through our Service ("Purchase"), you may need to provide certain information relevant to your Purchase, including but not limited to your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

By providing this information, you represent and warrant that:

1. You have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and
2. The information you supply to us is true, correct, and complete.

We utilize third-party payment processors to handle all transactions. By submitting your information, you authorize us to provide this information to the third parties as necessary to facilitate the Purchase.

Payments are facilitated directly between the buyer and the seller through these third-party payment processors. Sabl Inc. does not handle or process payments directly. The third-party payment processors have their own terms of service and privacy policies, which you are encouraged to review.

Subscriptions

Some parts of our Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring basis ("Billing Cycle"), which can be monthly or annually depending on your selected plan.

Your Subscription will automatically renew at the end of each Billing Cycle unless you cancel it through your online account management page or by contacting Sabl Inc. customer support at help@sabl.store. If you cancel your Subscription, your access to subscription features will continue until the end of the current Billing Cycle.

You must provide accurate and complete billing information, including a valid payment method. By submitting your payment information, you authorize Sabl Inc. to charge the Subscription fees to the provided payment method. If automatic billing fails, we will issue an electronic invoice, and you must complete payment manually by the specified due date.

Refund Policy

Sabl Inc. may, at its sole discretion, offer a money-back guarantee for a specified period. Users can request a refund within this period from the date of the initial purchase, if such a guarantee is offered at the time of their purchase. After this period, or if no such guarantee is offered, all Subscription fees are non-refundable except as required by law.

Users can issue refunds to their customers directly through the Sabl dashboard. Any disputes regarding transactions should be resolved directly between the buyer and the seller.

Free Trials

Sabl Inc. may offer Subscriptions with a free trial period for a limited time ("Free Trial"). You may be required to enter your billing information to sign up for the Free Trial. If you do enter billing information, you will not be charged until the Free Trial period ends. On the last day of the Free Trial, unless you cancel your Subscription, you will be automatically charged the applicable Subscription fees.

At any time and without notice, Sabl Inc. reserves the right to (i) modify the terms of the Free Trial offer or (ii) cancel such Free Trial offer.

Fee Changes

Sabl Inc. reserves the right to modify Subscription fees at any time. Any fee change will become effective at the end of the current Billing Cycle. We will provide reasonable prior notice of any fee changes to give you an opportunity to cancel your Subscription before such changes take effect.

Your continued use of the Service after the fee change becomes effective constitutes your agreement to pay the modified Subscription fee amount.

Content Policy

User-Generated Content

Our Service enables you to upload, link, store, share, and otherwise make available certain information, text, graphics, videos, or other materials ("Content"). You are solely responsible for the Content you upload or share through the Service, including its legality, reliability, and appropriateness.

Content Ownership

You retain all your rights to any Content you create and post through the Service. By posting Content through the Service, you grant Sabl Inc. a worldwide, non-exclusive, royalty-free license to use, modify, perform, display, reproduce, and distribute such Content through the Service. This license allows us to share your Content with other users who may also use your Content in accordance with these Terms.

Intellectual Property Rights

We respect the intellectual property rights of others and require that users of our Service do the same. If you believe that any Content on our Service infringes upon your copyright, trademark, or other intellectual property rights, please notify us promptly.

Notification of Intellectual Property Infringement

If you are an intellectual property owner or an authorized representative and believe that your work has been copied in a way that constitutes intellectual property infringement, please provide us with the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the intellectual property.
2. A description of the intellectual property that you claim has been infringed.
3. A description of where the material that you claim is infringing is located on the Service, with enough detail that we can find it.
4. Your address, telephone number, and email address.
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the intellectual property owner, its agent, or the law.
6. A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the intellectual property owner or authorized to act on the owner's behalf.

Address for Intellectual Property Notices

Notices of claimed infringement should be sent to: Email: help@sabl.store

Please note that any misrepresentations in your notice regarding Content or activity on the Service that is allegedly infringing may result in liability for damages, including costs and attorneys' fees.

Service Use

Access to the Service

Sabl Inc. grants you a limited, non-exclusive, non-transferable, and revocable license to access and use the Service in accordance with these Terms. This license is conditioned upon your compliance with these Terms.

Service Modifications

Sabl Inc. reserves the right to modify, suspend, or discontinue, temporarily or permanently, the Service or any part of it with or without notice. You agree that Sabl Inc. will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

Termination of Use

Sabl Inc. may terminate or suspend your access to the Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms. Upon termination, your right to use the Service will cease immediately. If you wish to terminate your account, you may simply discontinue using the Service.

Disclaimers and Limitation of Liability

Disclaimer of Warranties

The Service is provided on an "AS IS" and "AS AVAILABLE" basis. Sabl Inc. makes no representations or warranties of any kind, express or implied, regarding the operation of the Service, the information, content, materials, or products included on the Service. You expressly agree that your use of the Service is at your sole risk.

To the fullest extent permissible by applicable law, Sabl Inc. disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Sabl Inc. does not warrant that the Service, its servers, or email sent from Sabl Inc. are free of viruses or other harmful components. Sabl Inc. will not be liable for any damages of any kind arising from the use of the Service, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Sabl Inc., its affiliates, agents, directors, employees, suppliers, or licensors be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:

1. Your use of or inability to use the Service;
2. Any unauthorized access to or use of our servers and/or any personal information stored therein;
3. Any interruption or cessation of transmission to or from the Service;
4. Any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service by any third party;
5. Any errors or omissions in any content or for any loss or damage incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
6. The defamatory, offensive, or illegal conduct of any third party.

In no event shall Sabl Inc., its affiliates, agents, directors, employees, suppliers, or licensors be liable for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding the amount you paid to Sabl Inc. hereunder.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Sabl Inc. has been advised of the possibility of such damage.

Indemnification

You agree to defend, indemnify, and hold harmless Sabl Inc., its affiliates, officers, directors, employees, agents, suppliers, and licensors from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with:

1. Your access to or use of the Service.
2. Your violation of these Terms.
3. Your violation of any third-party right, including without limitation any intellectual property, privacy, or proprietary right.
4. Your violation of any applicable law, rule, or regulation.
5. Any claim or damages that arise as a result of any of your User-Generated Content or any that is submitted via your account, including but not limited to misleading, false, or inaccurate information.

This indemnification obligation will survive the termination of these Terms and your use of the Service.

Dispute Resolution

Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to its conflict of law provisions.

Informal Resolution

For any dispute or claim that you have against Sabl Inc., you agree to first contact us at help@sabl.store and attempt to resolve the dispute informally. We will attempt to resolve the dispute informally by contacting you via email.

Arbitration

If we cannot resolve the dispute informally, you and Sabl Inc. agree to resolve any claim, dispute, or controversy through binding arbitration. The arbitration will be conducted by a recognized arbitration organization in Ontario, Canada.

Each party will be responsible for their own costs associated with the arbitration unless the arbitration rules and applicable law provide otherwise.

Exceptions to Arbitration

Notwithstanding the above, either party may bring an individual action in small claims court for disputes within the scope of small claims jurisdiction, or seek injunctive relief in a court of law to address intellectual property infringement claims.

Waiver of Jury Trial

Both you and Sabl Inc. waive any constitutional and statutory rights to go to court and have a trial in front of a judge or a jury. Instead, you and Sabl Inc. elect to have claims and disputes resolved by arbitration.

Opt-Out

You may opt-out of this arbitration agreement by providing written notice of your intention to opt-out to Sabl Inc. at 291 Main St #2, Suite #320, Wasaga Beach, ON L9Z 0E8, within 30 days of first accepting these Terms.

Third-Party Services

Links to Third-Party Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by Sabl Inc. Sabl Inc. has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that Sabl Inc. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

Third-Party Integrations

The Service may allow you to integrate with third-party services, such as payment processors or social media platforms. Your use of these third-party services is subject to the terms and conditions and privacy policies of the respective third parties. Sabl Inc. is not responsible for the practices or policies of such third parties.

Modification of Terms

Right to Modify

Sabl Inc. reserves the right to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

Notification of Changes

We will notify you of any changes by posting the new Terms on this page. You are advised to review these Terms periodically for any changes. Changes to these Terms are effective when they are posted on this page.

Your continued use of the Service after the posting of any changes to these Terms means that you accept and agree to the changes. If you do not agree to the new terms, you must stop using the Service.

Miscellaneous

Entire Agreement

These Terms constitute the entire agreement between you and Sabl Inc. regarding your use of the Service and supersede any prior agreements or understandings, whether written or oral, relating to the Service.

Waiver and Severability

No waiver by Sabl Inc. of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Any failure of Sabl Inc. to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.

Contact Information

If you have any questions about these Terms, please contact us at:

Sabl Inc.
2-291 Main St
Suite #132
Wasaga Beach, Ontario, Canada, L9Z 0E8
Email: help@sabl.store