

Updated as of February 21, 2024

Welcome to Quoted Technology. We're thrilled you're here. Please read through our Terms of Use as these govern our Service commitments, products, and applications. If you have any questions, comments or concerns, please contact us at:

support@quoted.tech
4075 Gordon Baker Rd., Toronto ON, M1W 2P4

This website is operated by Quoted Technology Corp. ("the Site, we, us, our, Quoted Tech, Quoted"). Quoted Technology offers this website, including all information, tools, and services available from this site to you ("the User, User"), conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing or selling something from us, you engage in our "Service" or "Services" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content. Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to Quoted Technology's Services shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes.

Section 1A: Transactions

i. **Accuracy/Misprints/Errors**

Quoted Tech uses best efforts to provide current and accurate information on the Website and in communications relating to your applications and orders for Products and Services, but misprints, errors, inaccuracies, omissions (including incorrect specifications for Products and Services) and other errors may sometimes occur. We reserve the right to correct any misprint, error, inaccuracy or omission at any time without prior notice or liability to you or any other person, and to change at any time Products and Services advertised on the Website, the prices, fees, charges and specifications of those Products and Services, any promotional offers and any other Website content, all without any notice or liability to you or any other person. If you submit an order for a Product or Service for which incorrect information was displayed on the Website, Quoted Technology will provide you with a reasonable opportunity to cancel your order.

ii. **Delivery**

Delivery times for computers as stated or advertised on the Website, marketing materials, or any other media produced by Quoted Technology are subject to change or may not be available due to various factors (e.g. weather, location, type of payment, etc.). We reserve the right to deliver you your computer at a time other than as advertised or stated on our Website or the time you selected when you make your order.

iii. **Availability:**

Products and Services advertised on the Website may not be available when ordered or at any later time. If you order a Product or Service that is not available, Quoted Technology will notify you by email or text message. We reserve the right in its discretion to refuse or cancel any order you submit and to limit quantities available for sale or sold.

iv. **Orders:**

The advertisements on the Website are invitations to make offers to purchase and are not offers to sell. Your properly completed and delivered application or order constitutes your offer to purchase the Products and Services referenced in the application or order. Your application or order will be deemed accepted by us when Quoted Technology confirms that your application or order has been accepted.

v. **Deposits:**

The Customer is entitled to purchase their PC through the Quoted Technology Website via non-refundable Deposit. The Customer must provide a Deposit through major credit card through our designated third-party payment processor (Shopify). Upon shipment of the Computer to the Customer, the Customer is required to pay the remaining balance of the PC immediately, including all applicable fees and taxes. Quoted Technology only accepts payment of the remaining balance through:

- a. Major bank e-Transfer
- b. Bank Draft
- c. Cash (only Canadian Dollars)

The Customer will forfeit their deposit if they cancel their purchase prior to shipment of their PC.

Section 1B: Warranty and Returns

i. **Quoted Tech Limited Warranty:**

The "3 Year" standard warranty covers 1,095 days parts and labour. All warranty periods specified start from the original date of invoice. During this period, Quoted Technology will repair or replace defective parts with new or reconditioned parts at Quoted Technology Corp's option, without charge to you. All parts replaced by Quoted Technology or its authorized service centers become the property of Quoted Technology. You are responsible for the payment, at current rates, for any service or repair outside the scope of this limited warranty.

Parts and Labour:

The Quoted Technology limited warranty applies to regular wear and tear of parts and labour that were part of the original computer sold by Quoted Technology Corp. Any replacement or aftermarket parts/accessories are not included as part of the limited warranty. Cosmetic imperfections, including scratches, dust, and stains, are not covered under the Quoted Technology limited warranty. Any known flaws or imperfections at the time of sale as stated in the Product's "Known Flaws and Defects" section, are also expressly excluded from coverage under this warranty.

Quoted Technology makes no other warranty, either express or implied, including but not limited to an implied warranties of merchantability, fitness for a particular purpose, or conformity to any representation or description, with respect to this computer other than as set forth below. Quoted Technology Corp. makes no warranty or representation, either express or implied, with respect to any other manufacturer's product or documentation, its quality, performance, merchantability, fitness for a particular purpose, or conformity to any representation or description.

Except as provided below, Quoted Technology is not liable for any loss, cost, expense, inconvenience or damage that may result from use or inability to use the computer. Under no circumstances shall Quoted Technology be liable for any loss, cost, expense, inconvenience or damage exceeding the purchase price of the computer.

The warranty and remedies set forth below are exclusive and in lieu of all others, oral or written, expressed or implied. No reseller, agent or employee is authorized to make any modification, extension or addition to this warranty.

Warranty Conditions

The above Limited Warranty is subject to the following conditions:

- a. This warranty extends only to products distributed by Quoted Technology Corp is effective only if the products are purchased and operated in Canada.
- b. This warranty covers only normal use of the computer. Quoted Tech shall not be liable under this warranty if any damage or defect results from
 - (i) misuse, abuse, neglect, improper shipping or installation;
 - (ii) disasters such as fire, flood, lightning or improper electric current;
 - (iii) service or alteration by anyone other than an authorized Quoted Technology representative.
 - (iv) damage due to inappropriate maintenance (e.g. improper cleaning techniques)
- c. You must retain your bill of sale or other proof of purchase to receive warranty service.
- d. The computer's serial number must be untampered with and clearly identifiable.
- e. The computer must not be unnecessarily stressed by the Customer. This includes modifications to the clock speeds and fan speeds of components (also known as "over-clocking") outside of manufacturer specified limits.
- f. No warranty extension will be granted for any replacement part(s) furnished to the purchaser in fulfillment of this warranty.
- g. Quoted Tech and its Authorized Service Centers accept no responsibility for any software programs, data or information stored on any media or any parts of any products returned for repair to Quoted Tech, its dealer, distributors, resellers, or Authorized Service Centers.
- h. All pre-installed software programs are licensed to customers under non-Quoted Tech software vendor's term and conditions provided with the packages.
- i. This warranty does not cover any third-party software or virus-related problems.
- j. Customer is responsible for ensuring that all original packaging, including box, exterior foam, and interior packing foam, are kept in original condition and are shipped back to Quoted Tech.
- k. Notwithstanding the foregoing, in the event that your computer is returned to Quoted Technology for repair – should no defect in materials or workmanship is found, you will be responsible for return shipping and current labor charges.

ii. Quoted Tech Service Warranty:

The "5 Year" Service warranty covers any repairs, excluding cleaning and preventative maintenance, of parts or labour after the original 3 Year Quoted Tech warranty expires. All parts required repair, refurbishment, or replacement will be at the cost of the Customer. Quoted Technology will provide installation and repair of such parts without extra charge to the Customer within 5 Year service warranty period.

iii. Return Policy

- a. PCs from Quoted Technology Corporation can be returned within 14 days from the date of delivery. The PC must be in the same condition as it was when it was shipped. Customer may cancel their order at any time before their PC is shipped. To be eligible for refund, the Customer must return the PC to Quoted Technology Corporation with all original manuals, packaging, including interior and exterior packing foam, and boxes, along with all cables and peripherals. The Customer will be responsible for shipping the PC back to Quoted Technology Corporation. Quoted Technology Corporation reserves the right to charge a 15% restocking fee for all

returned PCs. The Customer is responsible for ensuring that the PC is properly packed. Quoted Technology Corporation will not assume any shipping damage for returned PCs.

Refund Policy

- a. If a customer decides to cancel their order within 3 days of purchase then a full refund will be granted within 2 to 7 business days less a restocking fee of 3%. Customer may return Products to Quoted Technology Corporation up to 14 days maximum. The customer will need to ship the PC back to Quoted Technology Corporation. Quoted Technology Corporation will not be responsible for any shipping costs or insurance for the PC to be returned nor is liable for any damages to the product during transit. The PC must be in good standing with no evidence of tampering and alterations in settings. If a PC arrives damaged or there is an issue with the PC then Customer must notify Quoted Technology Corporation in writing and provide photos of any damage to the outer packaging and the Products, shortage, or other discrepancy (“Visual Defect”) or error in parts within three business days after receipt of the shipment; otherwise, Customer is deemed to have accepted the Products.

Shipping

Quoted Technology will cover the shipping costs of any order within Canada back and forth and replace the part(s) within the first 30 days of receiving your computer system if any parts are deemed defective. Orders shipped internationally, the buyer takes full responsibility for shipping charges. We will only be responsible for covering shipping costs either fully or partially for replacement computer or part(s). After 30 days you will be held liable for shipping costs back, Quoted Technology will honor warranty service, and cost to ship the computer back to the customer. After 1 year you will be held liable for round trip shipping and Quoted Technology will honor warranty service. Warranty is void if the computer is defective due to physical damage, overclocking, or from part modifications from the original order on critical components such as motherboard, processor, CPU cooler, case, or power supply. Quoted Technology may also use similar products or similar to new products for all repairs to computer systems order if the product first indicated is out of stock. To be eligible for warranty, the customer is responsible for ensuring that all original packaging, including box, exterior foam, and interior packing foam, are kept in original condition and are shipped back to Quoted Tech.

Section 2: General Conditions

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information and Payment Information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information and Payment Information is processed through Third-Party gateways and Quoted Technology does not assume responsible for ensuring encryption or loss of data.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of our Services, Products, logos, trademarks, slogans, images and brand imagery without express written permission by us. We do not guarantee, represent or warrant that your use of our Services will be uninterrupted, timely, secure or error-free.

User Submissions and Rights

Anything you post, upload, share, store, or otherwise provide through the Services is your “User Submission”. Some User Submissions may be viewable by other users. You are solely responsible for all User Submissions you contribute to the Services. You represent that all User Submissions submitted by you are accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations.

You agree that you will not post, upload, share, store, or otherwise provide through the Services any User Submissions that: (i) infringe any third party’s copyrights or other rights (e.g., trademark, privacy rights, etc.); (ii) contain sexually explicit content or pornography; (iii) contain hateful, defamatory, or discriminatory content or incite hatred against any individual or group; (iv) exploit minors; (v) depict unlawful acts or extreme violence; (vi) depict animal cruelty or extreme violence towards animals; (vii) promote fraudulent schemes, multi-level marketing (MLM) schemes, get rich quick schemes, online gaming and gambling, cash gifting, work from home businesses, or any other dubious money-making ventures; or (viii) violate any law.

Licenses

In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions (see below for more information). Please note that all of the following licenses are subject to our Privacy Policy to the extent they relate to User Submissions that are also your personally-identifiable information.

By submitting User Submissions through the Services, you hereby do and shall grant Quoted Technology a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Submissions in connection with this site, the Services and our (and our successors’ and assigns’) businesses, including without limitation for promoting and redistributing part or all of this site or the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds), and including after your termination of your account or the Services. You also hereby do and shall grant each user of this site and/or the Services a non-exclusive, perpetual license to access your User Submissions through this site and/or the Services, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Submissions, including after your termination of your account or the Services. For clarity, the foregoing license grants to us and our users do not affect your other ownership or license rights in your User Submissions, including the right to grant additional licenses to your User Submissions, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

Finally, you understand and agree that Quoted Technology, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

Copyright Infringement of User Provide Content

In accordance with the Copyright Modernization Act of Canada, we’ve adopted the following policy toward copyright infringement. We reserve the right to (1) block access to or remove material that we believe in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members, or users and (2) remove and discontinue service to repeat offenders.

In accordance with the Copyright Modernization Act of Canada, we have adopted the following policy toward copyright infringement. We reserve the right to (1) block access to or remove material that we believe in good faith to be

copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members, or users and (2) remove and discontinue service to repeat offenders.

- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
- Identification of works or materials being infringed;
- Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Company is capable of finding and verifying its existence;
- Contact information about the notifier including address, telephone number and, if available, email address;
- A statement that the notifier has a good faith belief that the material identified in (1)(c) is not authorized by the copyright owner, its agent, or the law; and
- A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.
- (2) Once Proper Bona Fide Infringement Notification is Received by the Designated Agent. Upon receipt of a proper notice of copyright infringement, we reserve the right to:
 - remove or disable access to the infringing material;
 - notify the content provider who is accused of infringement that we have removed or disabled access to the applicable material; and
 - terminate such content provider's access to the Services if he or she is a repeat offender.
- Procedure to Supply a Counter-Notice to the Designated Agent. If the content provider believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider may send us a counter-notice containing the following information to the Designated Agent:
 - A physical or electronic signature of the content provider;
 - Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
 - A statement that the content provider has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and
 - Content provider's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Court for the judicial district in which the content provider's address is located, or, if the content provider's address is located outside the Canada, for any judicial district in which Company is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, Quoted Technology may, in its discretion, send a copy of the counter-notice to the original complaining party informing that person that Company may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider accused of committing infringement, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Company's discretion.

Please contact Quoted Technology Designated Agent at the following address:

Quoted Technology Corp.
Attn: Copyright Modernization Act of Canada Designated Agent
Email: support@quoted.tech

Section 3: Modifications to the Service and Fees

Fees ("Prices") for our Products and Services are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

It is free to register for the Services but certain aspects of the Services may require that you pay us fees. If you decide to use these paid aspects of the Services, you agree to the Fees Terms set forth below, as we may amend them from time to time without notice.

We reserve the right to charge for certain or all Services in the future. We will notify you before any Services you are then using begin carrying a fee, and if you wish to continue using such Services, you must pay all applicable fees for such Services.

You must pay all fees and applicable taxes associated with our Services by the payment due date (including, without limitation, any fees incurred in connection with the use of our third-party payment processor, Shopify).

Section 4: Accuracy of Billing and Account Information

We reserve the right to refuse any order you place on Quoted Technology's Platform. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. You agree to provide current, complete and accurate purchase and account information for all purchases made while using our Services. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Section 5: Personal Information

Your submission of personal information through our Services is governed by our [Privacy Policy](#)

Section 6: Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in our Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

Section 7: Warranties of Performance, Accuracy and Service

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall Quoted Technology, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Section 8: Indemnification

You agree to indemnify, defend and hold harmless Quoted Technology and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Section 9: Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

Section 10: Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

Section 11: Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service or Terms of Use). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

Section 12: Governing Law

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Stouffville, ON, Canada.

Section 13: Changes to Terms of Service

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

Section 14: Contact Information

Questions about the Terms of Service should be sent to us at support@quoted.tech