

## SARCAN RECYCLING DROP & GO TERMS OF USE

*Last revised July 18, 2019*

SARCAN Recycling ("SARCAN", "Us" or "We" or "Our") provides recycling collection services through all depots in Saskatchewan where participating individuals may drop off recyclable materials. We will count, process, and recycle these deposit-paid beverage containers and issue a refund of the deposit paid on the container at the time of purchase ("Deposit Refund"). These services are collectively called the "Drop & Go Services". Your access to the Drop & Go Services is subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"). The Drop & Go Services are only available to individuals who have created an account using the Drop & Go sign up form ("Drop & Go Account"). **BY APPLYING FOR A DROP & GO ACCOUNT YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS OF USE.**

We reserve the right, in our sole discretion, to either modify or discontinue the Drop & Go Services at any time, with or without notice to you. This includes, without limitation, changing locations of the depots and changing the types of materials that may be submitted for recycling. We will not be liable to you or any third party should we exercise such right. Any new features that augment or enhance the then-current Drop & Go Services shall also be subject to these Terms of Use.

### **YOUR RESPONSIBILITIES**

You agree that each submission of recyclable materials that you make using your Drop & Go Account ("Submission") will meet the following standards (the "Submission Rules"):

- Containers must not contain garbage.
- The caps must be removed from all beverage containers. You will not receive a refund for containers that have the caps on.
- Submissions must not contain anything other than the recyclable materials accepted at the specific drop off site.
- Submissions must not include any broken containers or other dangerous or hazardous materials.
- All beverage containers must have been purchased in the Province of Saskatchewan.
- You must properly affix the bar code label provided to your Submission.

You also agree that you will be responsible for any costs associated with your failure to abide by the Submission Rules, including any damages caused to SARCAN's property or any injuries caused to SARCAN personnel.

Once you leave a Submission at any Drop & Go kiosk, it immediately becomes the property of SARCAN. We are not required to return to you anything you submit, even if we determine you are not entitled to a Deposit Refund (for any reason, including your failure to comply with the Submission Rules) or if you accidentally submit material you did not intend to submit.

## **YOUR DROP & GO ACCOUNT**

You shall provide us with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of these Terms of Use, which may result in immediate termination of your Drop & Go Account. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your security question and answer.

## **DEPOSIT REFUND AND PAYMENT**

**Deposit Refund.** Deposit Refunds for your Submissions will be provided to you via the Method of Payment (MOP) you choose when signing up for your Drop & Go Account. Your MOP may require use of a third party payment processor. Notification of payment for electronic payment methods will be provided to you via the email address you provide.

**Calculation.** Your Deposit Refund will be calculated in accordance with our refund schedule which is published on our website at [https://www.sarc.ca/pages/beverage\\_containers.html](https://www.sarc.ca/pages/beverage_containers.html) and which we may change from time to time.

**Calculation is Final.** Payment will be issued based on our physical count of all beverage containers in your Submission for which you are entitled to a Deposit Refund. You understand that our count of the containers in your Submission is final and conclusive.

**Reduction in Refund.** You understand and acknowledge that we have the right to cancel or reduce your Deposit Refund should you fail to comply with the Terms of Use.

**Lost Tags.** You acknowledge that the bar code label attached to your Submission may become separated from your Submission, and, if this does occur due to improper use, we will not be responsible for providing you with a Deposit Refund.

**Payment Processor.** We may use reputable third party service providers to provide your Deposit Refund. You specifically acknowledge and consent to the collection and use of your information (including, if applicable, personal information) by such third party payment processors as necessary to process your payments.

**Deduction of Payment Processor Fee.** You are responsible for the fees charged by any payment processor, which will be deducted from your Deposit Refund. These fees may be amended. Notice of changes to fees will be posted on our website. You are responsible for periodically reviewing the amendments on our website - [https://www.sarc.ca/pages/fees\\_terms\\_and\\_conditions.html](https://www.sarc.ca/pages/fees_terms_and_conditions.html)

**Timing of Deposit Refund.** We will process your payment and notify you within 7 business days of submission.

## PRIVACY

We are committed to protecting the privacy of all personal information we collect. This commitment includes ensuring that personal information is kept confidential and secure, and that it is managed and handled in accordance with applicable privacy legislation.

**Personal Information.** The personal information that we collect may include your name, address, telephone number, email address or other information to contact or identify you; information about the services provided to you; information about your transactions with us; information from communications with you, including your feedback and requests for customer care; and any other information which we may be required to collect pursuant to applicable laws.

**Collection, Use and Disclosure of Personal Information.** We may collect, use, disclose and retain personal information for the following purposes: to open and maintain your Drop & Go Account; to offer, provide and administer the Drop & Go Services; to process payments of your Deposit Refunds; to monitor your use of the Drop & Go Services; to verify your identity, and to implement, carry out and maintain security measures aimed at protecting our users from identity theft, fraud and unauthorized access to Drop & Go Accounts; to comply with legal or regulatory requirements; to communicate with users regarding the Drop & Go Services; and to respond to inquiries from you.

Except as required for any of the foregoing purposes, including processing payment of your Deposit Refunds, or as required or permitted by applicable law, we will not disclose your personal information to third parties without your prior consent.

**Security of Personal Information.** We have taken reasonable steps to protect against the unauthorized access, collection, use, disclosure, copying, modification, disposal, or destruction of personal information. We will monitor security issues and update or improve security if and when it is reasonable and practical to do so.

However, it is important to note that the Internet is not a secure method of communication and we cannot guarantee the privacy or security of personal information submitted by users over the Internet. No security or encryption provided by us can protect against every circumstance.

You are responsible for the general security associated with your personal computer or other device you may use to access your Drop & Go Account.

**Inquiries.** If you have a question or concern about SARCAN's privacy practices, please contact SARCAN Recycling – 1-800-667-3016 or [dropandgo@sarcsarcan.ca](mailto:dropandgo@sarcsarcan.ca)

### Limitation of Liability, Indemnity and Waiver

**Liability exclusion.** To the maximum extent permitted by applicable law, SARCAN shall not be liable to you or any third party for any direct, indirect, special, incidental, punitive, or consequential damages whatsoever incurred through the use of the Drop & Go Services. SARCAN is not responsible for any use of the Drop & Go services by you or any third party.

**Indemnity.** You hereby agree to defend, indemnify, and hold harmless SARCAN, its agents, assigns, employees, contractors, consultants, and service providers and their respective successors and assigns, from and against any and all claims, demands, actions, proceedings, liabilities, judgments, penalties whether civil or criminal, taxes, and all costs, liabilities and expenses (including, without limitation, reasonable legal fees) arising out of or relating to your use of the Drop & Go services, or that may be incurred by SARCAN arising out of, or relating to, your violation of these Terms of Use, the misuse or illegal use of the Drop & Go services, or any violation by you of applicable law or rights of any third parties, your failure to comply with applicable laws, regulations, and the Submission Rules, any errors in any data (including payment information) supplied to us, or your gross negligence or willful misconduct.

**General Warranty Disclaimer.** Other than as expressly set forth in these Terms of Use, SARCAN makes no representations, warranties, or covenants to any person or entity with respect to the Drop & Go services.

## GENERAL TERMS

**Suspension Of Drop & Go Services / Termination of Agreement.** You agree that we may terminate (either all or part of) these Terms of Use or suspend or terminate your Drop & Go Account and your access to any of the Drop & Go Services immediately for any reason whatsoever at any time without prior notice.

**Changes to Terms of Use.** These Terms of Use may be amended by SARCAN at any time by notice to you via email or by posting notice on our website. You are responsible for periodically reviewing the amendments on our website - [https://www.sarc.ca/pages/fees\\_terms\\_and\\_conditions.html](https://www.sarc.ca/pages/fees_terms_and_conditions.html). You are deemed to be aware of such amendments and consent to such amendments by continued use of the Drop & Go Services.

**Severability.** If any part of these Terms of Use turns out to be invalid for any reason, the rest of these Terms of Use will still remain in full force and effect. In this case, these Terms of Use will be read as if the invalid part were not included in it.

**No Waiver.** We may require strict adherence to the Terms of Use despite any prior indulgence that we have granted or acquiesced to. If we waive any breach or default of these Terms of Use by you it will not be deemed a waiver of any other preceding or subsequent breach or default.

**Governing Law.** These Terms of Use will be governed by the laws of Saskatchewan and the laws of Canada applicable in Saskatchewan, excluding any principles of the conflicts of laws that would apply a different body of law. You agree that the courts of Saskatchewan will have exclusive jurisdiction with respect to any matters arising from or related to these Terms of Use, including any disputes relating to your use of the Drop & Go Services.