

Carrybou Inc. Terms of Service

August 8, 2023

Please read this Terms of Service Agreement carefully as it constitutes a legally binding agreement between you and Carrybou Inc. in respect of access and use of Carrybou's website located at carrybou.ca, market.carrybou.ca, and any subdomains used in connection with or related to the same and any future versions (the "Website") which constitute "Carrybou" and the "Carrybou Platform."

These terms of service apply to all users of the Carrybou Platform, including users who are vendors of goods/services or providers of courier services to vendors on the Carrybou Platform, and users who simply view the content on or available through the website. You must have reached the age of majority in your jurisdiction in order to place orders through the Carrybou Platform as a vendor or offer services as a courier through the Carrybou Platform (as such terms are defined in section 2 a. below. If you are using the Carrybou Platform on behalf of another person or a corporate entity, you represent and warrant that you have the authority to bind such person or entity to these terms of service. The term "User", "You" or "Your" refers to the individual or legal entity, as applicable, accessing or otherwise using the Carrybou Platform or Carrybou services.

You acknowledge and agree that the Carrybou Platform and Carrybou services are made available to facilitate the delivery of products by couriers provided by vendors. You understand that Carrybou's technology and services facilitate these transactions in certain jurisdictions only and that Carrybou is not a vendor or courier nor is Carrybou responsible for fulfilling orders placed by vendors with couriers.

By accessing, browsing and using the Carrybou Platform, you indicate that you have read and accept these terms of service. If you do not accept these terms of service, then you may not access or use the Carrybou Platform or Carrybou services or any of their content or services.

These terms of service are subject to change by Carrybou in its sole discretion at any time to the fullest extent permitted by applicable law. When changes are made, Carrybou will make a new copy of the terms of service available on the Carrybou Platform. We will also update the "Last updated" date at the top of the terms of service. If we make any material changes, and you have registered with us to create an account we may also send an e-mail to you at the last e-mail address you provided to us pursuant to the terms of service. Any changes to the terms of service will be effective immediately after posting notice of such changes on the Carrybou Platform. Carrybou may require you to provide consent to the updated terms of service in a specified manner before further use of the Carrybou Platform and/or the Carrybou services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Carrybou Platform and/or Carrybou services. Otherwise, your

continued use of the Carrybou Platform and/or Carrybou Services constitutes your acceptance of such change(s). Please regularly check the Carrybou Platform to view the most current terms.

The Carrybou Platform may use services and content from Google Maps or Google Earth. You acknowledge and agree that you are bound by the [Google Maps/Google Earth Additional Terms of Service](#) (including the [Google Privacy Policy](#)).

A. General Terms

I. Carrybou Accounts

- a. **Accurate Information.** You represent and warrant that all information supplied by you on the Carrybou Platform (including information provided by you to create an account for use of the Carrybou Platform (a "Carrybou Account")) or in connection with your use of the Carrybou Services is true, accurate, current and complete.
- b. **Security of Carrybou Accounts.** Any Carrybou Account must be kept secure and you agree that you will not share or disclose your Carrybou Account credentials with anyone. No members of Carrybou will be liable for any loss or damage arising from your failure to safeguarding your Carrybou Account, use a strong password or limit its use to your Carrybou Account. You may browse some of the Carrybou Platform without creating a Carrybou Account.
- c. **Discretionary Access to Carrybou Accounts.** Carrybou reserves the right to deny your request for a Carrybou Account (including usernames) and to disable or terminate access to any Carrybou Account (including usernames) issued to you at any time in Carrybou's sole discretion. If Carrybou disables access to a Carrybou Account issued to you, you will be prevented from accessing the Carrybou Platform or the Carrybou Services, your Carrybou Account details, Orders or other information that is associated with your Carrybou Account.
- d. **Suspension, Term, Termination and Deletion of Carrybou Accounts.** We may suspend or terminate your ability to access the Carrybou Platform, or cease providing you with all or part of the Carrybou Services at any time for any or no reason, including, if we believe: (i) you may have violated these Terms of Service, (ii) you may create risk or possible legal exposure for us; (iii) prolonged inactivity; or (iv) our provision of the Carrybou Services to you is no longer commercially viable. Suspension or termination may also include removal of some or all of the materials uploaded by you. We may make reasonable efforts to notify you by the email address associated with your account, through the Carrybou Platform or the next time you attempt to access your account, depending on the circumstances. You acknowledge and agree that all suspensions or terminations may be made by Carrybou in its sole discretion and that no members of Carrybou will be liable to you or any third-party for any suspension or termination of your access or for the removal of any of the materials uploaded by you to the Carrybou Platform. Any suspension or termination of this Agreement by Carrybou will be in addition to any and all other rights and remedies that Carrybou may have.

- e. **Account Deletion and Termination.** You may request the deletion of your account by requesting (by email or through any then-available interfaces) that your Carrybou Account be deleted, ceasing use of the Carrybou Platform, the Carrybou Services and uninstalling and removing all local software components thereof, if any. If you request deletion of your Carrybou Customer Account, we may disable your Carrybou Customer Account but keep the disabled Carrybou Customer Account for fraud prevention or other lawful purposes. If we have received all outstanding payment from you, you may request termination these Terms of Service at any time by requesting by email (or any then-available interface on the Carrybou Platform) that your Carrybou Account be deleted. We may terminate these Terms of Service at any time by giving notice to you, at our discretion, by email at your current email address on file with us or through the Carrybou Platform.

2. Licensed Access to The Carrybou Platform and Permitted Use

- a. Subject to your compliance with these Terms of Service, Carrybou hereby grants you a personal, revocable, non-exclusive and non-transferable license to use the Carrybou Platform in accordance with these Terms of Service in the following manner depending on the type of User that you are:
 - 1) for Vendors, you may create an account and use the Carrybou Platform to manage the offer and fulfilment of Orders. You may also use feedback features of the Carrybou Platform to rate, post comments, rating and reviews on Couriers (as applicable); and
 - 2) for Couriers, you may create an account and use the Carrybou Platform to manage and fulfill requests for deliveries of Orders. You may also use feedback features of the Carrybou Platform to rate, post comments, rating and reviews on Vendors (as applicable),
- 1)-2) constitute the "Permitted Use" as applicable for a specific type of User.

- b. **Reservation of Rights.** Carrybou retains the right, at its sole discretion, to deny access to anyone to the Carrybou Platform or the Carrybou Services, at any time and for any reason (or no reason at all), including, but not limited to, for violation of these Terms of Service or use other than the Permitted Use. You will cease and desist from any such access or use of the Carrybou Platform or Services immediately upon request by Carrybou.
- c. **Geographic Application of the Carrybou Platform.** The Carrybou Platform and/or specific services may not be available at all or any times and in all or any jurisdictions. Furthermore, nothing on the Carrybou Platform constitutes an offer or solicitation to

buy or sell any product or service to anyone in any jurisdiction in which such an offer or solicitation may be prohibited by law.

- d. Changes to the Carrybou Platform. Carrybou reserves the right to change or allow a third party to change any information, material or content (including, but not limited to: price, features, availability of goods, Vendors, Couriers, posting and rating/reviews of Vendors and/or Couriers) contained on or provided through the Carrybou Platform (the "Content") at any time, and from time to time, without notice. For greater certainty, the Content include the User Content (as defined in section 4. a. 2) below).

3. No Unlawful or Prohibited Use

You may not, without Carrybou's prior written permission, use the Carrybou Platform, the Carrybou Services or any Content (including other User's User Content) for purposes other than the applicable Permitted Use. Without limiting the generality of the foregoing, you will not, and will not permit anyone else to, or attempt to use the Carrybou Platform and/or the Content to:

- a. "frame", "mirror" or otherwise incorporate the Carrybou Platform, the Carrybou Services or the Content or any part thereof on any commercial or non-commercial website;
- b. access, monitor or copy any part of the Carrybou Platform, the Carrybou Services or the Content using any robot, spider, scraper or other automated means or any manual process for any purpose without Carrybou's express written permission;
- c. violate any laws;
- d. violate the restrictions in any robot exclusion headers on the Content or the Carrybou Platform or bypass or circumvent other measures employed to prevent or limit access to the Carrybou Services or the Carrybou Platform;
- e. remove (or permit anyone else to remove) any watermarks, labels or other legal or proprietary notices included in the Carrybou Platform or the Content;
- f. modify or attempt to modify (or permit anyone else to modify or attempt to modify) the Carrybou Platform, or any Vendor menu, including any modification for the purpose of disguising or changing any indications of the ownership or source of the Carrybou Platform;
- g. forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted to or through the Carrybou Platform or impersonate another person or organization or misrepresent their affiliation with a person or entity;
- h. attempt to, assist, authorise or encourage others to circumvent, disable or defeat any of the security features or components, such as digital rights management software or encryption, that protect the Carrybou Platform or the Carrybou Services;

- i. copy, reproduce, modify, translate, distribute, transfer, sell, publish, broadcast, perform, transmit, license or circulate in any form any part of the Carrybou Platform or the Content;
- j. license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Carrybou Platform;
- k. create derivative works based on the Carrybou Platform, the Carrybou Services or the Content, in whole or in part, or decompile, disassemble, reverse engineer or other exploit any part of the Carrybou Platform, the Carrybou Services or the Content;
- l. use of access the Carrybou Platform in a manner that violates the rights (including, but not limited to contractual, intellectual property or proprietary rights) of any third party; or
- m. upload to or transmit through the Carrybou Platform any information, images, text, data, media or other content that is offensive, harmful, tortuous, hateful, obscene, defamatory or violates any laws or is otherwise objectionable, in each case as determined by Carrybou in its sole discretion.

4. Intellectual Property Terms

a. Content and Intellectual Property

- 1) Carrybou Content and Intellectual Property Rights. The Carrybou Platform and all content contained therein (excluding User Content as defined in Section 4 a. 2) below), is owned or licensed by Carrybou and protected by copyright, trademark and other intellectual property laws ("Carrybou Content"). Carrybou expressly reserves all rights in the Carrybou Platform and all materials provided by Carrybou in connection with these Terms of Service that are not specifically granted to you. You acknowledge that all right, title and interest in the Carrybou Platform, all materials provided by Carrybou in connection with these Terms of Service (including the Carrybou Content), and any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Carrybou (or third party suppliers or licensors, if applicable), and that the Carrybou Platform and all materials provided by Carrybou hereunder are licensed and not "sold" to you.
- 2) User Content. All information, data, text, software, music, sound, photographs, graphics, video, messages or other materials, whether publicly posted or privately transmitted to the Carrybou Platform by Users ("User Content"), is the sole responsibility of such Users. This means that the User, and not members of Carrybou, are entirely responsible for all such material uploaded, posted, emailed, transmitted or otherwise made available on the Carrybou Platform. Carrybou may monitor User Content from time to time but Carrybou does not guarantee the accuracy, integrity or quality of such content. Under no

circumstances will any members of the Carrybou Group be liable in any way for any User Content including for any loss or damage of any kind incurred as a result of the viewing or use of any materials posted, emailed, transmitted or otherwise made available via the Carrybou Platform. To the extent your User Content contains any personally identifiable information, that data is handled in accordance with the Carrybou Privacy Policy and all other User Content will be considered non-confidential.

- 3) User-Related Content. Carrybou may collect data, information, records, files, material or other content from your local computer (including mobile) system or from third-parties with your permission, and (in each case) including all results from processing such data, including compilations, and derivative works thereof ("User-Related Content"). You grant to Carrybou Group a perpetual, transferrable, irrevocable, royalty-free, worldwide and sublicensable license to access, collect, store and use any such User-Related Content. To the extent your User-Related Content contains any personally identifiable information, that data is handled in accordance with the Carrybou Privacy Policy. User-Related Content is not considered confidential or proprietary.
- b. User Content License to Carrybou. By submitting, posting or displaying User Content on or through the Carrybou Platform or otherwise to Carrybou, you grant Carrybou, a worldwide, non-exclusive, royalty-free, perpetual, transferable, and fully sublicensable right to use, refrain from using, remove, reproduce, modify, edit, copy, adapt, publish, translate, create derivative works from, distribute, transmit, perform display and otherwise use User Content, in whole or in part. You further grant Carrybou the right (although Carrybou does not have the obligation) to pursue at law any person or entity that violates your or Carrybou's rights in the User Content by a breach of these Terms of Service. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any User Content that you submit. For the avoidance of doubt, Carrybou has no obligation to post or display any User Content on the Carrybou Platform.
 - c. Use of Carrybou Content and User Content by other Users. You may only use Carrybou Content and other Users Content for the applicable Permitted Use. If you print extracts from the Carrybou Platform for your own personal, non-commercial use, you must not modify the digital or papers of such materials or use any graphics, pictures, photographs or videos separately from any accompanying text.
 - d. Terms on Submissions/Feedback and Other User Content
 - 1) Creating Submissions and Other User Content. Through the capabilities of the Carrybou Platform you may be able to provide ratings/reviews, suggestions or other feedback ("Submissions"). Submissions are a subset of User Content. In creating and posting any Submissions (or other User Content) you represent and warrant that you will not post or transmit to or from the Carrybou Platform any material or content which does or may:

1. Breach any applicable local, national or international law;
2. Be unlawful or fraudulent;
3. Amount to unauthorised advertising;
4. Contain any defamatory, obscene or offensive material;
5. Promote violence or discrimination;
6. Infringe the intellectual property rights of another person;
7. Breach any legal duty owed to a third party (such as a duty of confidence);
8. Promote illegal activity or invade another's privacy;
9. Give the impression that they originate from us; or
10. Be used to impersonate another person or to misrepresent your affiliation with another person.

You will be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of Submissions or other User Content to the Carrybou Platform.

- 2) Status of Submissions on the Carrybou Platform. We reserve the right to remove or edit at any time any Submissions or other User Content posted, uploaded or transmitted to the Carrybou Platform that we determine breaches the restrictions in Section 4 d. 1) above or is otherwise objectionable or may expose us or any third parties to any harm or liability of any type, or for any reason. Any Submissions on the Carrybou Platform is for information purposes only and does not constitute advice from us or the opinions of anyone within the Carrybou Group. User Content may reflect the opinions of Vendors and Couriers who have made transactions through the Carrybou Platform and any statements, advice or opinions provided by such persons are theirs only. Accordingly, to the fullest extent permitted by law, no members of the Carrybou Group assume any responsibility or liability to any person for any User Content, including without limitation any mistakes, defamation, obscenity, omissions or falsehoods that you may encounter in any such materials.
- 3) Public Display of Submissions. You acknowledge that Carrybou may choose to provide attribution of your Submissions (for example, listing a date, User's name and city on a User's rating/review that you submit) at Carrybou's discretion, and that such User Content may be visible to other Users and visitors to the Carrybou Platform. By providing a rating/review you acknowledge and consent to us using your given name in association with the rating/review. All ratings/reviews that we receive may be moderated before we publish them. We may do this to make sure that ratings/reviews fit our content guidelines.

- e. Note on Privacy. If you access any Personal Information through or in connection with the Carrybou Platform you agree that you will treat such Personal Information in accordance with Carrybou's current Privacy Policy and you will not collect or harvest any Personal Information, including Personal Information of other users, except as permitted by these Terms of Service.

5. Availability and Updates

- a. Carrybou may alter, suspend, or discontinue the Carrybou Platform or Service at any time and for any reason or no reason, without notice. The Carrybou Platform or Service may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons. Carrybou may periodically add or update the information and materials on this the Carrybou Platform without notice.
- b. While we try to ensure the Carrybou Platform is normally available twenty-four (24) hours a day, we do not undertake any obligation to do so, and no members of the Carrybou Group will be liable to you if the Carrybou Platform is unavailable at any time or for any period.
- c. Carrybou may upgrade or alter the Carrybou Platform at any time. Carrybou may remotely access the Carrybou Platform (including for greater certainty any Carrybou Platform App) at any time for any lawful reason, in particular to update the software or to perform software maintenance.

6. DISCLAIMERS

- a. Content: While we try to ensure that information on the Carrybou Platform is correct, we do not promise it is accurate or complete. We may make changes to the material on the Carrybou Platform including to Goods and prices described on it, at any time without notice. The material on the Carrybou Platform may be out of date, and we make no commitment to update that material.
- b. Vendor actions and omissions: The legal contract for the supply and purchase of Goods is between the Courier and the Vendor. We have no control over the actions or omissions of any Vendor or Courier. Without limiting the generality of the foregoing, you acknowledge and accept the following by using the Carrybou Platform:
 - i. We do not give any undertaking that the services delivered from any Courier through the Carrybou Platform will be of satisfactory quality or suitable for your purpose and we disclaim any such warranties.
 - ii. Estimated times for deliveries and pick-ups are provided by the Couriers and are only estimates. Neither we nor the Couriers guarantee that Orders will be delivered or will be available for pick-up within the estimated times.

- iii. We encourage all Couriers accept all Orders and to communicate any rejection promptly, and we will notify you (generally by email) as soon as reasonably practicable if a Courier rejects your Order. However, we do not guarantee that Couriers will accept all Orders, and Couriers have the discretion to reject Orders at any time because they are too busy, due to weather conditions or for any other reason.

c. Service Disclaimers

- i. Viruses. The downloading and viewing of the Carrybou Platform or the Content is done at your own risk. Carrybou cannot and does not guarantee or warrant that the Carrybou Platform or the Content are compatible with your computer system or that the Carrybou Platform or the Content, or any links from the Carrybou Platform or the Content, will be free of viruses, worms, malware, trojan horses or disabling devices or other code that manifests contaminating or destructive properties. You are responsible for implementing safeguards to protect the security and integrity of your computer system, and you are responsible for the entire cost of any service, repairs or connections of and to your computer system that may be necessary as a result of your use of the Carrybou Platform.
- ii. Communications Not Confidential. Carrybou does not guarantee the confidentiality of any communications made by you through the Carrybou Platform. Although Carrybou generally adheres to the accepted industry practices in securing the transmission of data to, from and through the Carrybou Platform, you understand, agree and acknowledge that Carrybou cannot and does not guarantee the security of data transmitted over the Internet or public networks in connection with your use of the Carrybou Platform.

7. No implied warranties; limitations of liability.

- a. No implied warranties. The Carrybou services, the Carrybou Platform and the content are provided "As is" without warranty or condition of any kind. To the fullest extent permitted by law, Carrybou disclaims all warranties, representations and conditions of any kind with respect to the Carrybou services, Carrybou Platform and the content whether express, implied, statutory or collateral, including, without limitation, the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement or that the Carrybou services, the Carrybou Platform or the content are or will be error-free or will operate without interruption.

- b. Exclusion of indirect damages. In no event will Carrybou or any member of the Carrybou group be liable, whether based on warranty, contract, tort, negligence, strict liability or any other legal theory, for any damages of any kind (including, without limitation, indirect, incidental, consequential, special, exemplary or punitive damages, lost profits, loss of revenue, loss of use, loss of data, personal injury, fines, fees, penalties or other liabilities), whether or not Carrybou is advised of the possibility of such damages, resulting from or related to the use of, or the inability to make use of, the Carrybou services, the Carrybou platform or the content.
- c. No responsibility for vendors and couriers. Vendors and couriers offering goods or services through the Carrybou platform are independent persons or organizations and not representatives, agents or employees of Carrybou. Carrybou is therefore not liable for the acts, errors, omissions, representations, warranties, contractual breaches or negligence of any vendors or couriers or for any personal injury, death, property damage, or other damages or expenses resulting therefrom and takes no responsibility whatsoever for the products or services offered by vendors or couriers.
- d. Limitation of liability. To the extent that the foregoing limitations do not apply, in no event will the total aggregate liability of the Carrybou group in connection with or under these terms of service, including in connection with your use of, or inability to make use of, the Carrybou services, the Carrybou platform or the content exceed: (i) the fees paid by you in the preceding 4 months; or (ii) cdn \$100.00 (one hundred Canadian dollars), whichever is lower. For greater certainty, the existence of one or more claims under these terms of service will not increase the maximum liability amount.
- e. Additional costs: you assume full and sole responsibility for any additional or associated costs that you may incur in connection with or as a result of your use of the Carrybou platform, including without limitation costs relating to the servicing, repair or adaptation of any equipment, software or data that you may own, lease, license or otherwise use.

The limitations above reflects a fair allocation of risk but for which Carrybou would not make the Carrybou platform and/or Carrybou services available to users. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose.

8. Indemnification

You agree to defend, indemnify and hold harmless Carrybou Group, its licensors and their directors, officers, agents, contractors, partners, representatives and employees from and

against any threatened or actual claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal fees, incurred in connection with or as a result of:

- a. your breach of these Terms of Service or any documents referenced herein;
- b. your violation of any law or the rights of a third party (including, without limitation, intellectual property rights);
- c. your breach of or failure to perform in respect of any Orders made by you or by any third party acting on your behalf or with your permission; or

Carrybou reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you hereunder, and you shall cooperate as fully as reasonably required by Carrybou.

9. Governing Law and Dispute Resolution

- a. **Governing Law.** These Terms of Service will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. These laws apply to your access to or use of the, the Carrybou Platform, the Carrybou Services or the Content, notwithstanding your domicile, residency or physical location. The Carrybou Platform, the Carrybou Services and the Content are intended for use only in jurisdictions where they may lawfully be offered for use.
- b. **Dispute Resolution Process.**
 - i. Except to the extent restricted by applicable law, if there is any dispute or controversy between (1) you and (2) Carrybou or any members of the Carrybou Group, including any dispute or controversy arising out of or relating to these Terms of Service, the Carrybou Platform or Carrybou Services, any interactions or transactions between (1) you and (2) Carrybou or any members of the Carrybou Group, or in respect of any legal relationship associated with or derived from these Terms of Service, including the validity, existence, breach, termination, construction or application, or the rights, duties or obligations of you or us, (each, a "Dispute"), the disputing person will serve notice on the other person and each you and us must use good faith efforts to resolve the Dispute informally.
 - ii. Except to the extent restricted by applicable law, if the Dispute is not resolved after twenty (20) business days of a person serving notice on the other party that there is a Dispute, you and us agree that the Dispute will be finally resolved by confidential arbitration before a single arbitrator in accordance with the Arbitration Rules of the ADR Institute of Canada, Inc. The seat of the arbitration will be Ontario or wherever convenient or necessary acting reasonably. There will be no appeals of any kind. The language of the arbitration will be English unless otherwise required by applicable law or agreed to by you and us.

Carrybou will equally share the reasonable arbitration costs with the disputing person.

- iii. Except to the extent restricted by applicable law, you and us agree that you and us will resolve any Dispute on an individual basis. Any claim you may have must be brought individually, in your individual capacity and not as a representative plaintiff or class member, and you will not join such claim with claims of any other person or entity, or bring, join or participate in a class action lawsuit, collective or representative proceeding of any kind (existing or future) against any members of the Carrybou Group.
- iv. Nothing in this Section will prohibit us from seeking interim measures from a court, including preliminary or injunctive relief of breach of you of any intellectual property rights.

10. Miscellaneous

- a. Interpretation. Unless the context clearly requires otherwise, (a) references to the plural include the singular, the singular the plural, the part the whole, (b) references to any gender include all genders, (c) “including” has the inclusive meaning frequently identified with the phrase “but not limited to” and (d) references to “hereunder” or “herein” relate to this Agreement. The section headings in this Agreement are for reference and convenience only and shall not be considered in the interpretation of these Terms of Service.
- b. Entire Agreement. If you are a Customer (Courier or Vendor), these Terms of Service, the Privacy Policy and any documents incorporated by reference herein constitute the entire agreement between Carrybou and you pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Carrybou with respect to the Carrybou Platform. A printed version of these Terms of Service and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- c. Notices. Carrybou may, in its sole discretion, provide any notices to you in connection with these Terms of Service through the Carrybou Platform or by email at the then-current email address for you on file with Carrybou. Carrybou may be contacted at:

By email: hi@carrybou.ca

Or

By phone: 647-563-3685

Carrybou may change its notice contact information from time to time by posting updated contact details on the Carrybou Platform.

- d. No Waiver. Carrybou's failure to insist upon or enforce strict performance of any provision of these Terms of Service will not be construed as a waiver of any provisions or right.
- e. Force Majeure. Carrybou will not be liable to you for any failure of or delay in the performance of its obligations under these Terms of Service for the period that such failure or delay is due to causes beyond Carrybou's reasonable control, including but not limited to acts of God, power outages, internet disconnectivity, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.
- f. Severability. If any of the provisions contained in these Terms of Service are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- g. Order of Precedence. If any of the provisions contained in these Terms of Service conflict with the terms of another agreement between you and us, then these Terms of Service will prevail; provided that, if you are also a Courier or Vendor registered on the Carrybou Platform, the terms applicable to the Courier or Vendor agreement will govern your relationship with Carrybou in connection with your use of the Carrybou Platform as a Courier offering its services and a Vendor using Carrybou for deliveries.
- h. Language. These Terms of Services are made available in English.
 - i. Assignment. You may not transfer any of your rights or obligations under these Terms of Service without our prior written consent. We may transfer any of our rights or obligations under these Terms of Service without your prior written consent to any of our affiliates or any business that we enter into a joint venture with, purchase or are sold to.

11. Ordering terms

a. Access, Carrybou Services and Products

Through the Carrybou Platform you may place orders for delivery services from Couriers, you may receive delivery of the Goods and Carrybou may provide customer care support between Couriers and Vendors (these services and associated services such as order

management, payment processing for Orders and provision of access to the Carrybou Platform provided by Carrybou from time to time are the "Carrybou Services"). For avoidance of doubt, Carrybou does not prepare or fulfil any orders for Goods or provide delivery services directly and no members of the Carrybou Group will be liable for any transactions between Couriers or Vendors. Carrybou may provide products or services to Couriers or Vendors through a separate agreement executed with such parties.

b. Carrybou Customer Account

To use the Carrybou Platform and most features of the Carrybou Services, you are required to successfully create a user account (the "Carrybou Customer Account") using the available interfaces at the Carrybou Platform.

c. Placing Orders

- i. Once you have created your Carrybou Vendor Account you may select services from a Courier. Once you have made your selection, you may proceed to place your Order. At this time you will have the opportunity to review and confirm that the services required are correct, you may proceed to place your Order, provide your payment card information or select the cash payment option, if available, and an Order will be created and sent to the Courier. You are responsible to ensure that all of your Order details, including billing, delivery address and other information is current, complete and accurate. Your payment card will be charged when you place your Order if the Order is a Card Order (as defined in section 11 f. iii below). Once you have placed your Order, you will not be entitled to change or cancel your Order and you will not be entitled to a refund (except where required by law). Notwithstanding that you are not entitled as of right to change or cancel your Order or be entitled to a refund (except where prohibited by law), if you wish to amend or cancel your Order for a total or partial refund of your Order's price, you must get in touch with Carrybou via email or phone at the contact information provided on the Carrybou Platform.
- ii. We encourage Couriers to confirm all Orders and to communicate any inability or unwillingness to confirm promptly, and we will notify you as soon as reasonably practicable if the Courier does not confirm your Order. Courier's may have the discretion to not confirm Orders. For Card Orders (as defined in section 11 f. iii below), Carrybou will provide you with a refund of the price of your Order after communicating to you the non- confirmation or cancellation of your Order by the Courier.
- iii. Because of standard banking procedures, once you have placed a Card Order and your payment has been authorised, your bank or card issuer will "ring-fence" the full amount of your Order. If your Order is not confirmed by the Courier or cancelled for any other reason, your bank or card issuer will not transfer the

funds for the Order to us, and will instead release the relevant amount back into your available balance. However, this may take a period of typically up to 5 working days (and in some cases up to 30 days, depending on your bank or card issuer). You acknowledge and agree that no members of the Carrybou Group nor the relevant Courier will be responsible or liable to you in relation to this delay by your bank or card issuer in the release of funds back into your account.

- iv. You agree that Carrybou or the Courier will have no liability to you for Orders that are not confirmed, are cancelled or that the Courier has been unable or unwilling to fulfill.

d. Customer Care, Goods Contract, Third Party Couriers and Refunds

- i. Carrybou may offer customer care in respect of issues relating to the Vendors and the Couriers. If you have any problems, questions or suggestions with respect to the Carrybou Platform or your Order, please contact Carrybou's customer care team via email or phone at the contact information provided on the Carrybou Platform.
- ii. The legal contract for the delivery of goods will in all cases be between the Courier and the Vendor. You irrevocably appoint and authorize us to act as your sole and exclusive agent for the purpose of concluding contracts for the delivery of goods between you (Vendor) and the Courier by means of you placing orders via the Carrybou Platform. We may act as agent for the Courier and the Vendor for the legal contract for the delivery of the goods. You acknowledge and agree that no member of the Carrybou Group has any control over the quality of the services offered by couriers and that no members of the Carrybou Group will have liability to you for any problems caused by the Courier concerning your orders, including, without limitation, missed or late deliveries, missed goods items, and any problems with respect to the quality of the service delivered by Couriers.
- iii. Carrybou may provide, in its discretion, the refund or compensation by payment to your payment credit or debit card or providing the Vendor with Carrybou Credits (as defined in Sections B, C and D below).

e. Payment Processing Services

Payment processing services for the Carrybou Platform are provided by payment services providers as Carrybou may choose from time to time (collectively referred to as the "Payment Processing Services Provider"). You hereby authorize Carrybou to share with the Payment Processing Services Provider that financial information, banking details and transaction information related to your use of the payment processing services and the Carrybou Platform. You also agree that the Carrybou Group is not responsible for the use or

misuse of such financial information, banking details and transaction information by the Payment Processing Services Provider or any third party.

f. Price and Payment

- i. Service prices listed on the Carrybou Platform from Couriers in Canada are in Canadian dollars. Service prices may not include applicable tax.
- ii. Payment for Orders must be made with an accepted credit or debit card through the Carrybou Platform ("Card Orders") or in certain circumstances may be made by cash directly to the Courier ("Cash Orders"). If you choose a Cash Order, you must pay the Courier, as applicable and are liable for failure to do so.
- iii. For Card Orders, you will be charged at the time of placing your Order. The Carrybou Platform uses the third party payment processors to effect charges onto your debit or credit card. You consent to the collection and use of your information (including, if applicable, personal information) by such payment processing service as necessary to process your payments. We reserve the right to change, or to stop accepting, any permitted payment method at any time in our sole discretion. You agree we may charge your payment card for any order placed and for any additional amounts (including any taxes) as may be applicable in connection with your purchase. You are responsible to ensure that all of your billing information is current, complete, and accurate. We will provide you with an online or emailed billing summary statement which you may review, save, or print at your discretion. This is the only billing statement that will be provided by us.
- iv. Carrybou is under no obligation to fulfill your Order at the incorrect price.
- v. Delivery charges and any other fees are subject to change at any time at Carrybou's or the Courier's discretion.

g. Alcohol

If you order alcohol, you warrant that you are of legal age to purchase and consume alcohol in the area in which the alcohol is delivered and are not ordering alcohol for any person below the legal age in the applicable jurisdiction. You acknowledge and agree that Vendors or Couriers may require valid government-issued photo identification(s) matching the name on the order and proving your age to the Vendor or Courier, and that the recipient is not intoxicated when receiving delivery. If you are unable to meet these conditions to the satisfaction of the Vendor or the courier then alcohol products may be withheld, and any refund for such withholding is at the discretion of the Vendor, Carrybou or Courier. If the you order alcohol and the alcohol is to be delivered, the delivery address must be a residential or private addresses. For greater certainty, alcohol orders may be subject to time and location restrictions.

Promotional vouchers, refer-a-friend program, gift cards and Carrybou credits and contests

B. Promotional Vouchers

The following terms and conditions will apply to all vouchers issued for free from time to time for promotional, advertising, or marketing purposes for use on Orders on the Carrybou Platform ("Promotional Vouchers"):

- a. Promotional Vouchers may only be redeemed towards Orders or Subscriptions on the Carrybou Platform and may not applied to taxes or other items/fees/charges as determined from time to time by us. Promotional Vouchers may have a specific dollar amount, may provide a percentage-based discount, or may have other effects (such as making a charitable donation). The particular terms of a Promotional Voucher (for example, the amount of any dollar or percentage discount, number of times the Promotional Voucher can be used, expiry date, area Promotional Voucher can be use, whether applicable for Pickup Orders or Delivery Orders) any other rules that may apply are described in the information accompanying or in conjunction with the Promotional Voucher (for example, the social media post or advertisement where the Promotional Voucher was posted).
- b. Promotional Vouchers must be used in conjunction with a Carrybou Customer Account. Promotional Vouchers must be applied to an online Order or Subscription by no later than the deadline specified on the Promotional Voucher and will expire if not applied by this time. If the Promotional Voucher provides for a discount on an Order or Subscription, an amount determined by the rules of the Promotional Voucher will be credited to the Order or Subscription to which the Promotional Voucher is applied.
- c. The right to use a Promotional Voucher is personal to the original recipient and may not be transferred. No Promotional Voucher may be copied, reproduced, distributed, or published directly or indirectly in any form or by any means for use by an entity other than the original recipient, or stored in a data retrieval system, without our prior written permission. For greater certainty, Promotional Vouchers distributed or circulated without our written approval, for example on an Internet message board or on a "bargains" website, are not valid for use and may be refused or canceled.
- d. Promotional Vouchers may not be used in conjunction with other vouchers or any other discounts or promotions provided or advertised from time to time unless otherwise stated.
- e. Promotional Vouchers may not be exchanged, redeemed, or refunded for cash, and may not be transferred or assigned.
- f. No members of the Carrybou Group will be liable to you, for any loss or claim arising out of the refusal, rejection, cancellation or withdrawal of any Promotional Voucher or any failure or inability of a Vendor to use a Promotional Voucher for any reason.

- g. For greater certainty, we reserve the right, at any time and in our sole discretion, to add to or amend terms and conditions (including these Terms of Service) in relation to the use of Promotional Vouchers or to vary or terminate the operation of a Promotional Voucher at any time without notice.

C. Refer-A-Friend Program

- a. If you are a Carrybou Customer Account holder, you may be entitled to voluntarily participate in the Carrybou refer a friend program (the "Referral Program"). A unique alphanumeric code is assigned to your Carrybou Customer Account, referred to as your personalized referral code ("Referral Code"). To participate in the Referral Program, you will need to refer friends who have never placed an order with us ("Friends") and invite your Friends to use the Carrybou Platform with your Referral Code.
- b. You will earn Carrybou credit ("Referral Carrybou Credit") in the amount we determined from time to time once your Friend ("Referred User") has completed an eligible order on the Carrybou Platform ("Eligible Order"). Criteria for Eligible Orders is determined in our sole discretion from time to time. Referral Credit will be applied automatically against your item subtotal on your next Card Order, up to and including the item subtotal before taxes, tip, and delivery fee. If any credit happens to remain after being applied to the order, that credit will remain on your account. Referral Credits are subject to expiration and must be used within the timeframe, if stated or otherwise determined by us from time to time. The amount of Referral Credits earned and redeemed are subject to change at any time at Carrybou's sole discretion.
- c. The Referral Code may only be used for your use. Public distribution is not allowed. Promoting or advertising your Referral Code via search engine marketing or any other paid advertising media (e.g., Bing/Yahoo/Adwords) is not allowed. You are not allowed to misrepresent your relationship with any members of the Carrybou Group or with the Carrybou Services to any third parties, and you will not make any warranty or representation on behalf of any members of the Carrybou Group. You are not allowed to refer yourself or members of your business for the purposes of earning Referral Credit.
- d. Carrybou reserves the right, at its sole discretion, to deactivate your account(s) and revoke the Referral Credits of any account holder who it finds or believes to be earning or using Referral Credits against these Terms of Service, or who is manipulating or abusing the Carrybou Services or the Carrybou Platform.
- e. For greater certainty, we reserve the right, at any time and in our sole discretion, to add to or amend these Terms of Service in relation to the use of Referral Program or to vary or terminate the operation of a Referral Carrybou Credit issued pursuant to the Referral Program at any time without notice.

D. Contests/Competitions

- a. From time to time, Carrybou may run contests or competitions ("Contests"). Those Contests will be subject to these Terms of Service, as well as rules specific to each Contest ("Contest Rules").
- b. In general, Contests for Canadian users will be open to individual residents of Canada over the age of majority in the province or territory in which they reside, with the exception of:
 - i. employees, representatives and agents (and persons with whom they are domiciled, whether related or not) of Carrybou Group, its advertising and promotion agencies; and
 - ii. residents of Quebec, unless specified in the Contest Rules.

The Contest Rules may specify other eligibility rules.

- c. For greater certainty, subject to applicable law, we reserve the right, at any time and in our sole discretion, to withdraw any Contest, to add to or amend terms and conditions (including these Terms of Service) in relation to any Contest or to vary or terminate the operation of a Contest at any time without notice.