



DCART SERVICES CORPORATION

TERMS OF SERVICE

LAST UPDATED: JUNE 9, 2021

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS DISCLAIMERS, INDEMNITIES AND LIMITATIONS OF LIABILITIES.

This website or mobile application (collectively, the “**Platform**”) is owned and operated by Dcart Services Corporation (“**Dcart**”, “**we**” and “**us**”), a company incorporated under the laws of the Province of Alberta. Access and use of this Platform and its related services (the “**Services**”) are provided by Dcart to you on condition that you accept these Terms of Service. These Terms of Service apply to all users of this Platform, including restaurants and other suppliers, vendors or businesses (collectively, “**Suppliers**”), customers and consumers (collectively “**Customers**”) who are placing orders for food, beverages and other goods (collectively, “**Goods**”) and drivers, couriers and delivery contractors (collectively “**Drivers**”) who are delivering such Goods. By accessing or using this Platform or the Services, you agree to these Terms of Service.

These Terms of Service govern the relationship between you and Dcart with respect to your use of this Platform and its related Services. You agree that the agreement formed by these Terms of Service are like any written agreement signed by you, and you agree to be bound by, and fully comply with, their terms. You represent and warrant that you have all necessary right, power and authority to enter into these Terms of Service and to perform and otherwise discharge all of your obligations hereunder.

You understand that aspects of this Platform and the Services may not be available in all jurisdictions and that you are responsible for ensuring that it is lawful for you to use this Platform and receive the Services in your jurisdiction.

We reserve the right at any time to change: (i) the terms and conditions of these Terms of Service; (ii) this Platform or the Services, including terminating, eliminating, supplementing, modifying, adding or discontinuing any content or feature or data or service on or available through this Platform or the Services or the hours that they are available; (iii) any fees or charges, if any, related to the use of this Platform or the Services; and (iv) the equipment, hardware or software required to use and access this Platform or the Services.

Any changes we make to these Terms of Service will be effective immediately upon posting on this Platform. Be sure to return to this Platform periodically to ensure you are familiar with the most current version of these Terms of Service.



1. USE OF THIS PLATFORM

If you are residing in a jurisdiction which restricts the use of internet-based applications according to age, or which restricts the ability to enter into agreements such as set out in these Terms of Service based on age and you are under such age limit, you may not enter into these Terms of Service or use this Platform or the Services. Furthermore, if you are residing in a jurisdiction where it is forbidden by law to participate in the activities offered by this Platform or the Services, you may not enter into these Terms of Service or use this Platform or the Services.

By accessing this Platform, by ordering or providing any Services through this Platform or by creating an Account or completing a registration as a user of this Platform and its Services, you, for yourself and on behalf of your heirs, successors and assigns hereby represent and warrant to Dcart that: (i) you have read, understand and agree to the terms and conditions set forth in these Terms of Service, as the same may be amended, modified or replaced from time to time; (ii) you have verified in your own jurisdiction that your use of this Platform and the Services is not prohibited by applicable law; (iii) you are at least the age of majority in your jurisdiction of residence and are legally capable of entering into a contract with Dcart or, if accepting these Terms of Service for or on behalf of a corporation or other organization, you have full and lawful authority to enter into agreements or contracts for or on behalf of such corporation or other organization.

You may only access and use this Platform for legitimate purposes and not for any illegal or unauthorized purpose, including without limitation, in violation of any applicable laws including, without limitation, criminal law, intellectual property law, copyright law, privacy law or any other applicable law or regulation. Your Account may be deleted and these Terms of Service may be suspended or terminated without warning, if we believe that you are under age, your use of this Platform or the Services is not allowed or we believe that you have otherwise violated these Terms of Service.

2. INDEPENDENCE OF SUPPLIERS AND DRIVERS

You hereby acknowledge and agree that this Platform provides a platform to connect you with Suppliers and Drivers and that all such Suppliers and Drivers are independent third-party contractors over which Dcart does not exercise any direction or control. You hereby authorize and appoint Dcart as your agent to complete the transaction for the purchase of Goods from the Supplier by way of your placement of an order through this Platform. This Platform is solely a means to connect you with these independent Suppliers and Drivers, and Dcart does is not in the business of preparing or delivering Goods. You acknowledge that transfer of title to all Goods from the Supplier to you occurs at the point and time of pickup of such goods by a Driver and that Dcart will not, and shall not be deemed to, obtain possession or title to any such Goods at any time.

Dcart hereby disclaims any and all responsibility or liability for the acts, errors or omissions of any Supplier or Driver including, without limitation, in relation to the quality, quantity, safety, accuracy of any order or other aspects of any Goods procured by you from any Supplier through this Platform. Except as otherwise



provided in these Terms of Service, Dcart does not warrant or guarantee the timeliness of delivery of any Goods procured by you through this Platform and, subject to the limitations of liability set forth herein, Dcart shall not be responsible or liable to for any failure on the part of any Supplier to prepare, or any Driver to deliver, any such items ordered by you through this Platform.

All information in respect of the Goods is provided to us by the Suppliers and we do not independently verify any information that is provided to us for posting on this Platform. The Suppliers are responsible for identifying any all allergic or other negative reactions arising from the Goods. Should you have any question or concerns with respect to allergies or possible allergic reactions to any Goods, you should contact the Supplier directly prior to ordering.

3. PRIVACY

Dcart is committed to respecting the privacy of the personal information of the individuals with whom we interact. We have developed a Privacy Policy to describe our privacy policies and practices and how we collect, use and disclose the personal information of those individuals who visit this Platform or use the Services. Please see our Privacy Policy at <https://www.dcart.ca/privacy> for further details.

You acknowledge and agree that access to and use of this Platform and the Services is provided via the internet and that your information, including personal information, may be transferred across national borders and stored or processed in any country in the world.

4. SERVICES

In order to access and use certain of the Services available on this Platform, you must sign up for, open and maintain an account (“**Account**”) with us. Prior to completing the signup process for your Account, you will be required to confirm your acceptance of all of the terms and conditions of these Terms of Service. If you do not agree to these Terms of Service, you will not be permitted to sign up for an Account and you shall not have the right to use such Services.

You agree at all times to: (i) provide accurate, current and complete information about yourself as prompted by our registration form or otherwise; and (ii) maintain and update your information (including your e-mail address and other contact details, personal address and any delivery addresses) to keep it accurate, current and complete.

You must not choose a username that infringes the rights of any third party or which is offensive, racist, obscene, hurtful, unlawful or otherwise inappropriate. You agree not to transfer your right to use or access this Platform or the Services via your username or password to any third person.

You agree not to disclose your username and password to any third party and you shall be solely responsible for all actions that occur under your password or account at any time.



You may not use the account, username, or password of anyone else at any time. You agree to notify us immediately of any unauthorized use, theft or misappropriation of your account, username, or password. We shall not be liable for any loss that you incur as a result of someone else using your username or password, with your knowledge.

WE HEREBY RESERVE THE RIGHT TO SUSPEND YOUR ACCOUNT AT ANY TIME AND FOR ANY OR NO REASON INCLUDING, WITHOUT LIMITATION, IF WE BELIEVE THAT YOU ARE IN BREACH OF ANY OF THESE TERMS OF SERVICE. WE HEREBY DISCLAIM ANY AND ALL LIABILITY FOR ANY UNAUTHORIZED USE OF YOUR ACCOUNT FOR WHICH WE ARE NOT RESPONSIBLE.

5. PLACING, MODIFYING AND CANCELLING ORDERS

You acknowledge that all orders placed by you for Goods are being placed through this Platform directly with the Suppliers. It is your responsibility for confirming any order prior to completing the order on this Platform and prior to proceeding to make payment for any order.

If you would like to cancel any order, or would like to change any order, that you have confirmed on the Platform, you may do so at any time before you receive a "Supplier is processing Your Order and Order is getting ready" notification from Dcart. Please be advised that in order to change any order you must first cancel your existing order and then submit a new one through the Platform. All cancellations must be completed through the Platform in order to be validly cancelled. If you contact any Supplier directly in order cancel any order, Dcart will not recognize any such cancellation and you will be charged for the full value of the order submitted through the Platform. Dcart reserves the right to charge a cancellation fee in connection with any order that is validly cancelled through the Platform.

If you experience technical difficulties when using the Platform, please go into your Settings for options on how Dcart can help you.

6. PRICING AND PAYMENT TERMS

You hereby acknowledge and agree that all menu items, and the prices which are posted on this Platform for Goods are provided by the Suppliers and that Dcart has no responsibility for independently verifying any prices which are posted or otherwise provided by any Suppliers on this Platform. You also acknowledge and agree that the prices which are posted on this Platform may differ from the prices which are otherwise charged by the Suppliers for the same or similar items and that the prices posted on this Platform may not be the lowest prices for such items and may not take into account any sales prices or other promotions offered by the Suppliers.

You are responsible for all sales taxes, transfer taxes, value added taxes or other forms of taxation that may be charged by the Suppliers in connection with the sale of Goods procured through this Platform.

Dcart reserves the right, in its sole discretion, to levy service charges to users of this Platform for such



service and delivery charges as we may deem necessary, including, without limitation, in respect of small orders, fees to compensate for temporary increases in demand and/or fees to compensate for long distance deliveries.

7. PURCHASE AND DELIVERY OF ALCOHOL

Subject to all applicable laws, you may be permitted to order alcohol products through this Platform for delivery to you. You hereby agree that you will only order alcohol products through this Platform if you are of the applicable age for purchasing alcohol products in your jurisdiction of residence, or the jurisdiction in which you are ordering alcohol for delivery to you, as applicable. If purchasing alcohol products in Alberta, you represent and warrant that you are not less than 18 years of age. If you are not of the required minimum age in the jurisdiction in which you are ordering alcohol products for delivery, you hereby agree and acknowledge that you will not purchase any alcohol products through this Platform. You hereby agree that the delivery location requested must be a place where liquor possession and consumption is legal. Upon delivery of any alcohol products, you hereby agree to provide to the Driver who is making the delivery, valid government-issued identification proving your age and you shall not be intoxicated. Failure to provide valid government-issued identification to the Driver or being intoxicated at the time of delivery will result in the cancellation of your order and a restocking fee of not less than \$25, which will be immediately charged to your Account. Failure to pay the restocking fee may result in a suspension of your Account, and such suspension may be permanent.

8. NO REFUNDS

EXCEPT AS REQUIRED BY APPLICABLE LAW, WE DO NOT OFFER REFUNDS ON ANY ORDERS THAT HAVE BEEN DELIVERED. DCART MAINTAINS THE SOLE DISCRETION AS TO WHETHER IT WILL PROVIDE REFUNDS OR CREDIT FOR ANY ORDERS WHICH HAVE BEEN DELIVERED.

9. CARTMILES

We may, from time to time, offer credits or other promotional incentives through our Cartmiles program. Crediting Cartmiles to your account, including the calculation for assessing and granting Cartmiles, shall be in the sole discretion of Dcart. All Cartmiles granted to you shall expire at the end of each calendar year if not used. No credit or other reimbursement for Cartmiles will be provided to you upon expiry or termination of any Cartmiles. Dcart is not responsible for, and shall have no obligation to reimburse you for the loss of, any Cartmiles, regardless of the circumstances in which such Cartmiles were lost. Dcart reserves the right to change, amend or replace the Cartmiles program, or any other loyalty program introduced from time to time, at any time and shall have no obligation to provide you with any credit or reimbursement for any Cartmiles, or other loyalty points or credits, which are lost or eliminated in connection with any such change, amendment or replacement.

10. CODE OF CONDUCT



You agree that you will not attempt to, nor permit any third party to, enter restricted areas of Dcart's computer systems or perform functions that you are not authorized to perform pursuant to these Terms of Service. In addition, and without limiting the foregoing, you agree not to:

- (i) use tools which hack or alter this Platform or the Services, or that allow you to connect to this Platform's or the Services' private binary interface or utilize any interfaces other than those provided by us to you;
- (ii) attempt to obtain a password or other private account information from any other user of this Platform or the Services;
- (iii) create multiple Accounts for the purpose of sale or transfer to others, transfer your Account to others, park your Account or those of others, or use another person's Account with Dcart;
- (iv) mirror or frame any part of this Platform without Dcart's express prior written consent; or
- (v) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way reproduce or circumvent the navigational structure or presentation of this Platform, without Dcart's express prior written consent.

We reserve the right, in our sole discretion, to take any actions we deem necessary and appropriate to preserve the integrity of this Platform and the Services.

11. USER CONTENT

This Platform may enable you to post ratings, reviews, pictures, comments, suggestions, feedback or other content (collectively, "**User Content**"). Should you post any User Content on this Platform, you represent and warrant that you have all necessary rights, consents and permissions to do so; and you also agree not to:

- (i) post anything that (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity;
- (ii) post anything that is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, harassment, theft, or conspiracy to commit any criminal activity;
- (iii) post anything that infringes or violates any right of a third party including: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) rights of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) personality or publicity; or (c) any confidentiality obligation. For the avoidance of doubt, you may not post anything that discloses the personal health information of any third party without having first: (i) obtained that individual's express, written consent to do so; (ii) provided such written consent to Dcart; and (iii) received Dcart's permission to post such User Content);



- (iv) post anything that (a) does not generally pertain to the designated topic or theme of this Platform or the Services; (b) violates any specific restrictions applicable to this Platform or the Services, including age restrictions and procedures; or (c) is antisocial, disruptive, or destructive, including anything that can be construed as “spamming”, “flooding”, or “trolling”, as those terms are commonly understood and used on the internet;
- (v) post anything that: (a) expresses or implies that any statements you make or actions you take are endorsed by us; (b) impersonates another person (including celebrities); (c) indicates that you are an Dcart employee, representative of Dcart; or (d) attempts to mislead users by indicating that you represent Dcart or any of Dcart’s partners or affiliates; or
- (vi) post anything that contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Services or any connected network, or otherwise interferes with any person or entity's use or enjoyment of this Platform or the Services.

We strive to provide an enjoyable online experience for our users, so we may monitor any activity on our this Platform or the Services, including in the public discussion areas, bulletin boards, forums, blogs, and elsewhere, to foster compliance with these Terms of Service. If you have reason to believe that another person is using this Platform or our Services in a way that is harmful to you (e.g., to impersonate or imitate you, or to stalk, bully, threaten, intimidate or otherwise harass you), we urge you to contact your local authorities, or appropriate municipal, provincial, state or federal agencies.

PLEASE NOTE THAT WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT: (I) THIS PLATFORM, THE SERVICES, OR ANY PORTION THEREOF, WILL BE MONITORED (E.G. FOR ACCURACY OR UNACCEPTABLE USE); (II) APPARENT STATEMENTS OF FACT WILL BE AUTHENTICATED; OR (III) WE WILL TAKE ANY SPECIFIC ACTION (OR ANY ACTION AT ALL) IN THE EVENT OF A CHALLENGE OR DISPUTE REGARDING COMPLIANCE OR NON-COMPLIANCE WITH THESE TERMS OF SERVICE. We generally do not pre-screen any communications, content or other materials before it is posted, uploaded, transmitted, sent or otherwise made available on this Platform or through the Services by users, so you may be exposed to certain communications, content or other materials that is opinionated, offensive, inappropriate, and/or violates these Terms of Service.

We have the right, but not the obligation, to delete any communications, content or other materials on this Platform at any time without notice or liability to you.

12. SOCIAL MEDIA GUIDELINES

Dcart's social media guidelines (<https://www.dcart.ca/codeofconduct>) (the "**Social Media Guidelines**") apply to all users of our Platform. The Social Media Guidelines are incorporated by reference into these Terms of Service.



13. LICENSE TO THE USER CONTENT

With respect to any User Content that you post on this Platform, you agree that: (i) Dcart and its affiliates have no obligation to you or anyone else concerning such User Content; (ii) such User Content is not confidential; (iii) Dcart and its affiliates may use, disclose, distribute or copy such User Content (including any ideas, concepts or know-how contained in such User Content) for any purpose and without restriction or obligation to you or to anyone else during the term of the Terms of Service and afterwards; and (iv) such User Content is truthful and do not violate the legal rights of others. You hereby grant Dcart a non-exclusive, worldwide, perpetual, irrevocable, transferable, fully paid, royalty-free, sublicensable right and license to use, make, modify, display, publish, reproduce, modify and in all other ways use the User Content in connection with Dcart's business and operations.

14. OUR MATERIALS

Dcart may make certain information, content, software or other materials available to you from this Platform from time to time (collectively, the “**Dcart Materials**”). If you download, access or use any Dcart Materials, you agree that such materials: (i) may only be used for your personal and non-commercial use; (ii) may not be modified, used to create a derivative work, incorporated into any other work or otherwise exploited without Dcart’s prior written permission; and (iii) shall only be used in compliance with any additional license terms accompanying such materials. Dcart does not transfer the title or the intellectual property rights to the Dcart Materials to you, and retains full and complete title to the Dcart Materials as well as all intellectual property rights therein. You agree not to sell, share, redistribute, or reproduce the Dcart Materials. You further agree not to decompile, reverse-engineer, or disassemble any Dcart Materials. Dcart or its licensors own all related trademarks and logos, and you agree not to copy or use them in any manner.

This Platform (including its organization and presentation and Dcart Materials) is the property of Dcart and its licensors and may be protected by intellectual property laws including laws relating to copyrights, trademarks, trade-names, internet domain names and other similar rights.

15. AVAILABILITY

WHILE WE ENDEAVOUR TO KEEP DOWNTIME TO A MINIMUM, WE CANNOT PROMISE THAT THIS PLATFORM OR THE SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE. WE RESERVE THE RIGHT TO INTERRUPT/SUSPEND THIS PLATFORM OR THE SERVICES, OR ANY PART THEREOF, WITH OR WITHOUT PRIOR NOTICE FOR ANY REASON.

16. ACCESS TO THE INTERNET

You are solely responsible for obtaining and maintaining all internet, computer hardware and other equipment needed to access and use this Platform and the Services, and you shall be solely responsible for all charges and fees related thereto.



17. UPDATES TO WEBSITE AND APP

Dcart updates the information on this Platform and the Services periodically. However, Dcart cannot guarantee or accept any responsibility or liability for the accuracy, currency or completeness of the information on this Platform and the Services. Dcart may revise, supplement or delete information, services and/or the resources contained in this Platform and the Services and reserves the right to make such changes without prior notification to past, current or prospective visitors.

18. LINKED WEBSITES

This Platform or the Services may provide links to third party websites for your convenience only. The inclusion of these links does not imply that Dcart monitors or endorses these websites. Dcart does not accept any responsibility for such websites. DCART SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS, CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE USE OF OR THE RELIANCE UPON ANY INFORMATION, CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH THE PLATFORM OR ANY THIRD PARTY WEBSITES OR LINKED RESOURCES.

19. COMMUNICATIONS NOT CONFIDENTIAL

Users are advised that the use and access of this Platform is at your own risk. We do not guarantee the confidentiality of any communications made by you through the Platform and you acknowledge that we cannot guarantee the confidentiality or security of any information or data transmitted over public networks, the Internet, Wi-Fi networks or any other means of transmission in connection with the access and use of this Platform.

20. INTERNET SOFTWARE OR COMPUTER VIRUSES

Due to technical difficulties with the Internet, Internet software or transmission problems could produce inaccurate or incomplete copies of information contained on this Platform or the Services. Due to the ability to share certain content and materials, computer viruses or other destructive programs may also be inadvertently downloaded from this Platform or the Services. Dcart recommends that you install appropriate anti-virus or other protective software.

DCART SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SOFTWARE, COMPUTER VIRUSES OR OTHER DESTRUCTIVE, HARMFUL OR DISRUPTIVE FILES OR PROGRAMS THAT MAY INFECT OR OTHERWISE IMPACT YOUR USE OF YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING ON THIS PLATFORM OR THE SERVICES OR YOUR DOWNLOADING OF ANY USER MATERIALS OR OTHER CONTENT FROM THIS PLATFORM.

21. PLATFORM, SERVICES AND MATERIALS PROVIDED “AS IS”



EXCEPT AS OTHERWISE PROVIDED EXPLICITLY HEREIN, THIS PLATFORM (INCLUDING THE DCART MATERIALS AND USER CONTENT) AND THE SERVICES ARE PROVIDED “AS IS”, “WHERE IS”, AND “WITH ALL FAULTS”, WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. DCART MAKES NO REPRESENTATIONS AND WARRANTIES AS TO THE COMPLETENESS, ACCURACY OR RELIABILITY OF ANY INFORMATION OR CONTENT MADE AVAILABLE TO YOU BY OR THROUGH THIS PLATFORM. DCART DOES NOT REPRESENT OR WARRANT THAT THIS PLATFORM, THE SERVICES OR THE MATERIALS WILL MEET YOUR REQUIREMENTS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THIS PLATFORM OR SERVICES ARE FREE OF COMPUTER VIRUSES, OTHER HARMFUL MALWARE, HACKING OR THEFT OF PERSONAL INFORMATION (INCLUDING, WITHOUT LIMITATION, CREDIT CARD INFORMATION OR BANKING INFORMATION). IF YOUR USE OF THIS PLATFORM RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT, SOFTWARE OR DATA, DCART SHALL NOT BE LIABLE FOR ANY SUCH COSTS.

PLEASE NOTE THAT SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN REPRESENTATIONS OR WARRANTIES. AS SUCH, THE FOREGOING DISCLAIMER WILL APPLY TO YOU TO THE EXTENT PERMITTED BY APPLICABLE LAW.

22. LIMITATION OF LIABILITY

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THIS PLATFORM, THE SERVICES AND THE DCART MATERIALS.

IN NO EVENT SHALL DCART OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, OR AGENTS (THE “**DCART PARTIES**”) BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHATSOEVER (OR FOR ANY DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER SIMILAR LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THESE TERMS OF SERVICE, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THIS PLATFORM (INCLUDING THE DCART MATERIALS AND THE USER CONTENT), THE SERVICES OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), CIVIL LIABILITY, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN EVERY EVENT, DCART’S TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS OF SERVICE OR THE USE OR EXPLOITATION OF ANY OR ALL PARTS OF THIS PLATFORM (INCLUDING THE DCART MATERIALS AND THE USER CONTENT), OR THE



SERVICES IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO TWENTY-FIVE CANADIAN DOLLARS (CAD\$25.00) OR, IN THE CASE OF A LOSS WHICH IS ATTRIBUTABLE TO A SPECIFIC TRANSACTION: (I) IN THE CASE OF A CUSTOMER, THE FEES THAT THE CUSTOMER ACTUALLY PAID IN CONNECTION WITH THE PURCHASE OF GOODS WHICH ALLEGEDLY GAVE RISE TO YOUR LOSSES; (II) IN THE CASE OF A SUPPLIER, THE AMOUNT OF THE FEES ASSOCIATED WITH THE TRANSACTION THAT ALLEGEDLY GAVE RISE TO YOUR LOSSES; AND (III) IN THE CASE OF A DRIVER, THE AMOUNT OF THE COMMISSION PAYABLE TO YOU IN ASSOCIATION WITH THE TRANSACTION THAT ALLEGEDLY GAVE RISE TO YOUR LOSSES.

THE CONSIDERATION BEING PAID TO DCART UNDER THESE TERMS OF SERVICE DOES NOT INCLUDE ANY CONSIDERATION FOR DCART TO ASSUME ANY RISKS BEYOND THOSE EXPRESSLY ASSUMED HEREIN AND IF ANY SUCH RISKS WERE TO BE ASSUMED BY DCART, DCART WOULD NOT HAVE ENTERED INTO THESE TERMS OF SERVICE WITHOUT CHARGING SUBSTANTIALLY HIGHER FEES.

PLEASE NOTE THAT SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF CERTAIN LIABILITIES. AS SUCH, THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO YOU TO THE EXTENT PERMITTED BY APPLICABLE LAW.

23. CLASS ACTION WAIVER

TO THE GREATEST EXTENT PERMITTED BY LAW, ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION. YOUR ACCESS AND CONTINUED USE OF THE SERVICE SIGNIFIES YOUR EXPLICIT CONSENT TO THIS WAIVER.

24. INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE DCART PARTIES FROM AND AGAINST ANY CLAIM, LOSS, OBLIGATION, DEMAND, DAMAGE, COST, LIABILITY, EXPENSE, AND ATTORNEY'S FEES ARISING TO DCART AS A RESULT OF ANY CLAIM, DEMAND OR PROCEEDINGS BROUGHT OR THREATENED AGAINST DCART IN CONNECTION WITH (1) YOUR USE OF, ACCESS TO, OR MISUSE OF THIS PLATFORM OR SERVICES; OR (2) YOUR BREACH OF ANY OF THESE TERMS OF SERVICE.

PLEASE NOTE THAT SOME JURISDICTIONS LIMIT THE EXTENT TO WHICH A PARTY MAY INDEMNIFY ANOTHER. AS SUCH, THE FOREGOING INDEMNITY WILL APPLY TO YOU TO THE EXTENT PERMITTED BY APPLICABLE LAW

25. SUSPENSIONS



As above, we reserve the right to suspend your Account and/or your access to this Platform and/or the Services immediately, with or without notice to you, and without liability to you, if Dcart, in its sole discretion, believes that:

- (i) you have violated or otherwise breached these Terms of Service;
- (ii) any information provided by you is untrue, inaccurate, not current or incomplete;
- (iii) you, or any other parties, are obtaining unauthorized access to our Platform, or any other systems or information of Dcart.

These suspensions will be for such periods of time as Dcart may reasonably determine is necessary to permit the thorough investigation of such suspended activity and, for greater certainty, such suspension may be permanent.

26. TERM & TERMINATION

Dcart may, from time to time, but is in no way obligated to, permit you to access and use this Platform and the Services in accordance with these Terms of Service and in the manner more particularly set out herein. You acknowledge and agree that access to this Platform and the Services may not be available from time to time, may be amended, revised, replaced, suspended or terminated in whole or in part at any time and without notice, and that Dcart shall not, in any event, be responsible or liable to you in any way should you be unable to access this Platform and the Service at any time or from time to time.

Upon termination of these Terms of Service, you shall immediately cease and desist from all use of this Platform and the Services.

27. NOTICE

If you need to contact us regarding this Platform, the Services or these Terms of Service, please reach out to us at info@dcart.ca.

28. MISCELLANEOUS

This Platform and the Services are solely directed to individuals residing in Canada. We make no representation that materials on this Platform or the Services are appropriate or available for use in other locations. Those who choose to access this Platform from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

These Terms of Service are governed by and construed in accordance with the laws in the Province of Alberta, Canada, without regard to its principles of conflicts of law. You agree to personal jurisdiction by the courts located in the Province of Alberta, located in Calgary, Alberta, Canada, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.



Except as expressly provided for herein, no joint venture, partnership, employment or agency relationship is created by or between Dcart and any Supplier, Customer or Driver as a result of these Terms of Service or any use of, or access to, the Platform.

If any provision of these Terms of Service is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions.

Sections 2, 6, 8, 10, 11, 13, 14 and 19 through 28 will survive any termination or expiry of these Terms of Service.

If you are a Customer, subject to any additional terms and conditions presented to you at the time of purchase of any Services, these Terms of Service set out the entire agreement between you and Dcart relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral agreements between you and Dcart.

If you are a Supplier or a Driver, these Terms of Service are in addition to, and not in derogation of, any additional contracts or agreements which may be entered into by and between Dcart and any Supplier or Driver and, in the event of a conflict between these Terms of Service and any such other contract or agreement, these Terms of Service shall govern to the extent of such conflict.

These Terms of Service are not assignable, transferable or sub-licensable by you except with Dcart's prior written consent. Dcart may assign these Terms of Service without notice to you. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Terms of Service is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

Dcart reserves the right to update, amend, modify or replace these Terms of Service at any time and without notice to you.