

Terms and Conditions

Effective Date: October 1st, 2022

All disputes between you and 12 Minutes Technologies Inc. d/b/a 12Min.ca arising out of or relating to these Terms or your use of the platform (the "Disputes") will be resolved by binding arbitration. For such Disputes, you waive your right to bring a class or representative action, or go to court under these Terms. Your rights will be determined by a neutral arbitration and not a judge or jury, and your claims must be brought individually and not as a class or representative action. Please review Section ("Dispute Resolution and Arbitration") for the details regarding your agreement to individually arbitrate any Disputes with 12Min.ca.

The Terms of Use stated herein (collectively, the "Agreement") constitute a legal agreement between you and 12 Minutes Technologies Inc. (the "Company").

In order to use the Service and the associated Software you must agree to the terms and conditions that are set out below. By using or receiving any services supplied to you by the Company (collectively, the "Service"), and downloading, installing or using any associated software supplied by the Company which purpose is to enable you to use the Service (collectively, the "Software"), you hereby expressly acknowledge and agree to be bound by the terms and conditions of this Agreement, and any future amendments and additions to this Agreement as published from time to time at <https://www.12min.ca> or through the Service. The Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service or Software at any time, effective upon posting of an updated version of this Agreement on the Service or Software. You are responsible for regularly reviewing this Agreement. Continued use of the Service or Software after any such changes shall constitute your consent to all such changes.

THE COMPANY DOES NOT PROVIDE LOGISTICS OR COURIER SERVICES, AND THE COMPANY IS NOT A LOGISTICS CARRIER. IT IS UP TO THE THIRD PARTY COURIER, MERCHANT OR LOGISTICS PROVIDER, COURIER OR VEHICLE OPERATOR (COLLECTIVELY, "PARTNETS") TO OFFER COURIER SERVICES WHICH MAY BE SCHEDULED THROUGH USE OF THE SOFTWARE OR SERVICE. THE COMPANY OFFERS INFORMATION AND A METHOD TO OBTAIN SUCH THIRD PARTY COURIER SERVICES, BUT DOES NOT AND DOES NOT INTEND TO PROVIDE COURIER SERVICES OR ACT IN ANY WAY AS A COURIER, AND HAS NO RESPONSIBILITY OR LIABILITY FOR ANY COURIER.

BY ACCESSING OR USING THE PLATFORM, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, YOU MAY NOT USE THE PLATFORM.

- **Acceptance of Terms.**

1.1. 12 Minutes Technologies Inc. ("Company", "we" or "us") provides its Service (Online Marketplace) (as defined below) to you, subject to this Terms of Use ("TERMS"). By accepting this TERMS or by accessing or using the Services or our website located at <https://www.12min.ca> (the "Site"), you acknowledge that you have read, understood, and agree to be bound by this TERMS. If you are entering into this TERMS on behalf of a company, business or other legal entity, you represent that you have the authority to bind such entity and its affiliates to this TERMS, in which case the terms "you" or "your" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with this TERMS, you must not accept this TERMS and may not use the Service.

1.2. We reserve the right, at our sole discretion, to change or modify portions of this TERMS at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We will also notify you, either through the Services user interface, in an email notification or through other reasonable means. Any such changes will become effective immediately after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new TERMS.

1.3. You may be required to register with the Company in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. You acknowledge and agree that your use of certain features of the Services requires current and accurate information about you, including your address and mobile phone number.

The Company is not responsible for any delays or inability to use the Services that result from you providing false, inaccurate, incomplete or out-of-date information. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 18 years of age, you are not authorized to use the Service, with or without registering. In addition, if you are under 18 years old, you may use the Service, with or without registering, only with the approval of your parent or guardian.

1.4. You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Company of any unauthorized use of your password or account or

any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. The Company will not be liable for any loss or damage arising from your failure to comply with this Section.

1.5. In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Privacy Policy located at <http://12min.ca/privacy> which describes in detail how you may use the Company Services. All such terms are hereby incorporated by reference into this TERMS.

1.6. You may have the option of creating a unique username ("Username") which permits other users to send deliveries to you without needing to import or otherwise input your shipping information. By creating a Username, you agree and acknowledge that other users of the Service will have access to your full name and your city and state of residence. It is your responsibility to determine whether you should create a Username, and you agree that Company shall have no obligation or liability with respect to third party access to or use of your personal information as described above.

- **Description of Service.**

The "Service" includes access to (a) the Site, (b) all software (including the Software, as defined below), data, reports, text, images, sounds, video, and content made available through any of the foregoing (collectively referred to as the "Content"). Any new features added to or augmenting the Service are also subject to this TERMS.

- **Mobile Services.**

The Service includes certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Company and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. You agree that as part of the registration process, Company may request that you verify your mobile device via SMS. In the event you change or deactivate your mobile telephone number, you agree to promptly update your account information to ensure that your messages are not sent to the person that acquires your old number.

- **General Conditions/ Access and Use of the Service.**

4.1. Subject to the terms and conditions of this TERMS, you may access and use the Service only for lawful purposes. All rights, title and interest in and to the Service and its components will remain with and belong exclusively to the Company. You shall not (a) sublicense, resell, rent, lease, transfer, assign, time share or otherwise make the Service available to any third party, except as set forth in Section 12; (b) use the Service in any unlawful manner (including without limitation in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the Service or its components or otherwise violates our AUP (as defined below), or (c) modify, adapt or hack the Service to, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks. You shall comply with any codes of conduct, policies or other notices the Company provides you or publishes in connection with the Service, and you shall promptly notify the Company if you learn of a security breach related to the Service. Additionally, 12Min.ca partners with third party carriers to provide the Service. We shall not have any liability or responsibility for the actions of any third party carrier that may provide shipping services for us in connection with the Service.

4.2. In addition to (and without limiting the generality of) the other terms and conditions of this TERMS, you hereby agree to comply with the Company's acceptable use policy ("AUP"), as described in this section. You will not use the Service to (or assist another person to):

1. a) upload or transmit any content or materials that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; (vi) in the sole judgment of the Company, is objectionable, knowingly false, or which restricts or inhibits any other person from using or enjoying the Service, or which may expose the Company or its users to any harm or liability of any type;
2. b) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or
3. c) violate any applicable local, state, national or international law, or any regulations having the force of law;
4. d) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; or
5. e) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

4.3. Any software that may be made available by the Company in connection with the Service, including without limitation the bookmarklets or plug-ins, ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the terms and conditions of this TERMS, the Company hereby grants you a non-transferable, non-sublicensable and non-exclusive right and license to use the object code of any Software solely in connection with the Service, provided that you shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code or sell, assign, sublicense or otherwise transfer any right in any Software. You agree not to access the Service by any means other than through the interface that is provided by the Company for use in accessing the Service. Any rights not expressly granted herein are reserved and no license or right to use any trademark of the Company or any third party is granted to you in connection with the Service.

4.4. You are solely responsible for all data, information, feedback, suggestions, text, content and other materials that you upload, post, deliver, provide or otherwise transmit or store (hereafter "post(ing)") in connection with or relating to the Service ("Your Content"). You are responsible for maintaining the confidentiality of your login, password and account and for all activities that occur under your login or account. The Company

reserves the right to access your account in order to respond to your requests for technical support. By posting Your Content on or through the Service, you hereby do and shall grant the Company a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to use, modify, reproduce, distribute, display, publish and perform Your Content in connection with the Service and to improve the Companies' products and services, subject to the terms and conditions of this TERMS and our Privacy Policy. The Company has the right, but not the obligation, to monitor the Service, Content, or Your Content and to disclose your Content if required to do so by law or in the good faith belief that such action is necessary to (i) comply with a legal obligation, (ii) protect and defend the rights or property of the Company, (iii) act in urgent circumstances to protect the personal safety of users of the Services or the public, or (iv) protect against legal liability. You further agree that the Company may remove or disable any Content at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content), or for no reason at all.

4.5. You understand that the operation of the Service, including Your Content, may be unencrypted and involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices and (c) transmission to the Company's third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Service. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection and backup of Your Content. The Company will have no liability to you for any unauthorized access or use of any of Your Content, or any corruption, deletion, destruction or loss of any of Your Content.

4.6. You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, browsers, modems, hardware, servers, software, operating system, networking, web servers and internet service (collectively, "Equipment"). You shall be responsible for ensuring that such Equipment is compatible with the Services (and, to the extent applicable, the Software) and complies with all configurations and specifications set forth in the Company's published policies then in effect. You shall also be responsible for maintaining the security of the Equipment, your Account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of your Account or the Equipment with or without your knowledge or consent.

4.7. The failure of the Company to exercise or enforce any right or provision of this TERMS shall not be a waiver of that right. You acknowledge that this TERMS is a contract between you and the Company, even though it is electronic and is not physically signed by you and the Company, and it governs your use of the Service and takes the place of any prior agreements between you and the Company.

4.8. Subject to the terms hereof, the Company may (but has no obligation to) provide technical support services, through email in accordance with our standard practice.

- **Prohibited Delivery and Limitations on Delivery.**

5.1. You may not tender for deliveries any of the following prohibited items ("Prohibited Items"):

- Cash and currency.
- Live animals, except as provided in the Live Animals and Ornamental Marine Life (Including Live Fish) section. (Edible seafood, such as live lobsters, crabs or other types of fish and shellfish for human consumption, is acceptable, provided the shipper is in compliance with all local, state and federal laws.)
- Animal carcasses. (Animal heads and other parts for taxidermy may be accepted but must be properly packaged. This restriction does not apply to properly packaged meat or poultry products intended for human consumption.)
- Human corpses, human body parts, human embryos, or cremated or disinterred human remains.
- Delivery that require us to obtain a local, state or federal license for their transportation. Some examples are Prescription Drugs and Rx.
- Delivery that may cause damage or delay to equipment, personnel or other Delivery.
- Lottery tickets and gambling devices where prohibited by law.
- Hazardous waste. This includes, but is not limited to, used hypodermic needles or syringes transported for sterilization, recycling, disposal or for any other purpose, or other medical waste.
- Packages that are wet, leaking or emit an odor of any kind.
- Live insects.
- Items or commodities that are prohibited to either be possessed or shipped by applicable local, state or federal law.
- Waste or garbage for disposal.
- Firearms.
- Alcohol or alcoholic beverages.
- Any other items prohibited by law as detailed by our partners.

5.2. You hereby represent and warrant that (i) none of your delivery contain any illegal, hazardous or Prohibited Items and (ii) you will comply with all applicable shipping laws and federal Hazardous Materials Regulations. You agree to reimburse the Company for any expenses or costs, including consequential damages, we or anyone else may incur as a result of a breach of the foregoing representation and warranty.

5.3. We reserve the right, but have no obligation, to open and inspect your delivery at any time and may permit and/or contact government authorities to carry out such inspections and seize delivery as they may consider appropriate. We may also photograph items in your delivery for our internal use in order to provide the Services. We reserve the right to reject, suspend, or cancel the delivery or carriage of any Prohibited Items, or any delivery that contains materials that may damage other Delivery or that may constitute a risk to our equipment or employees or to those of our service providers. We may or may not notify you of any of the foregoing and we are not responsible for and hereby disclaim any liability relating to any non-delivery of any items that are prohibited by this TERMS or by law and any such items may be turned over to authorities, discarded, or returned to the sender (in each case in the Company's sole discretion). You may request that the Company and its agents or third party business partners not open, remove packaging, or otherwise inspect your Pre-Packaged delivery (defined herein). By doing so, you waive any right to reimbursement for loss or damage to your delivery, as further specified in this TERMS. However, you acknowledge and agree that the Company (and its agents or third party business partners) may take such actions with respect to your delivery, even if you request otherwise, if the Company determines in its sole discretion that such action is necessary to assess compliance with this TERMS or is otherwise required by applicable law or regulation. You acknowledge and agree that you, and not the Company, are solely responsible for your compliance with this TERMS, including without limitation the AUP. The Company is not liable for damage to your delivery (including a Pre-Packaged Delivery) or any harm to a person which results from your non-compliance with this TERMS.

6. **Payment.**

6.1. To the extent the Service or any portion thereof is made available for any fee, you will be required to provide the Company information regarding your credit card or other payment instrument. You represent and warrant to the Company that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. When you arrange for delivery, all charges for the delivery and any additional fees payable to the Company ("Charges") will be charged to the credit card or other payment instrument associated with your account. You hereby authorize the Company to bill your payment instrument for Charges in accordance with this TERMS. Except as otherwise agreed by the parties, all Charges shall be those in effect at the time that an item is tendered for delivery and described in the Service, including through email or SMS messages sent by the Company, on the Site or in any Mobile Services). The applicable Charges will be based upon the characteristics of the delivery actually tendered to us. If you dispute any Charges you must let the Company know within sixty (60) days after the date that the Company bills your payment instrument. We reserve the right to change the amount of the Charges from time to time. If the Company does change any of the Charges, the Company will post the new rates to the Service, effective as of the posting date. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. You shall be responsible for all taxes associated with Services.

7. **Apple-Enabled Software Applications.**

The Company offers Software applications that are intended to be operated in connection with products made commercially available by Apple Inc. ("Apple"), among other platforms. With respect to Software that is made available for your use in connection with an Apple-branded product (such as Software, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in this TERMS, the following terms and conditions apply:

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- The Company and you acknowledge that this TERMS is concluded between the Company and you only, and not with Apple, and that as between the Company and Apple, the Company, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be the Company's sole responsibility, to the extent it cannot be disclaimed under applicable law.
- The Company and you acknowledge that the Company, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between the Company and Apple, the Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to the Company.
- The Company and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this TERMS with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of this TERMS, Apple will have the right (and will be deemed to have accepted the right) to enforce this TERMS against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

• **Third Party Services.**

You may enable or log in to the Service via various online third party services, such as social media and social networking services like Facebook or Twitter ("Social Networking Services") or third party online merchants with whom we partner (collectively, the "Third Party Service(s)"). By logging in or directly integrating these Third Party Service(s) into the Service, we make your online experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for or log into Third Party Services on the websites of their respective providers. As part of such integration, the Third Party Services will provide us with access to certain information that you or third parties have provided to such Third Party Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating these Third Party Services and the Company's use, storage and disclosure of information related to you and your use of such services within the Company (including your friend lists and the like), please see our Privacy Policy at www.12min.ca. However, please remember that the manner in which Third Party Services use, store and disclose your information is governed solely by the policies of such third parties, and the Company shall have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within the Service.

In addition, the Company is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with Third Party Services, including user names or shipping addresses. As such, the Company is not liable for any damage, loss, or delay caused or alleged to be caused by or in connection with use of or reliance on any such Third Party Services or information received from such Third Party Services. The Company enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

- **Representations and Warranties.**

You represent and warrant to the Company that (i) you have full power and authority to enter into this TERMS; (ii) you own all Your Content or have obtained all permissions, releases, rights or licenses required to engage in your posting and other activities (and allow the Company to perform its obligations) in connection with the Services without obtaining any further releases or consents; (iii) your Delivery do not contain any Prohibited Items or otherwise violate the AUP; (iv) Your Content and other activities in connection with the Service, and the Company's exercise of all rights and license granted by you herein, do not and will not violate, infringe, or misappropriate any third party's copyright, trademark, right of privacy or publicity, or other personal or proprietary right, nor does Your Content contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing; and v) you are eighteen (18) years of age or older.

- **Termination.**

You have the right to terminate your account at any time by sending a cancellation request to support@12min.ca. Subject to earlier termination as provided below, the Company may terminate your Account and this TERMS at any time by providing thirty (30) days prior notice to the administrative email address associated with your Account. In addition to any other remedies we may have, the Company may also terminate this TERMS upon thirty (30) days' notice (or ten (10) days in the case of non-payment), if you breach any of the terms or conditions of this TERMS. Also, the Company may terminate this TERMS immediately without notice if you violate any provision of the AUP, as determined in the Company's sole reasonable discretion. The Company reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof). Except as provided above, upon any termination of your account, the Company may store all of Your Content on the Service (if any), or it may be permanently deleted by the Company, in its sole discretion. If the Company terminates your account without cause and you have signed up for a fee-bearing service, the Company will refund the pro-rated, unearned portion of any amount that you have prepaid to the Company for such Service. However, all accrued rights to payment and the terms of Sections 4-20 shall survive termination of this TERMS.

- **DISCLAIMER OF WARRANTIES.**

The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by the Company or by third-party providers, or because of other causes beyond our reasonable control, but the Company shall use reasonable efforts to provide advance notice on the Site or by email of any scheduled service disruption. HOWEVER, THE SERVICE, INCLUDING THE SITE, SOFTWARE AND CONTENT, AND ANY SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND THE COMPANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT THE COMPANY DOES NOT WARRANT THAT THE SERVICE OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR SOFTWARE, AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM THE COMPANY OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TERMS.

- **LIMITATION OF LIABILITY.**

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IN NO EVENT SHALL THE COMPANY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). THE COMPANY AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BY NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE OR APPLICATION, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE OR APPLICATION, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY SERVICE PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED BY THE SERVICE OR APPLICATION, EVEN IF THE COMPANY AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE COMPANY MAY INTRODUCE YOU TO THIRD PARTY TRANSPORTATION PROVIDERS FOR THE PURPOSES OF PROVIDING TRANSPORTATION. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD PARTY TRANSPORTATION PROVIDERS AND YOU EXPRESSLY WAIVE AND RELEASE THE COMPANY FROM ANY AND ALL ANY LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE THIRD PARTY TRANSPORTATION PROVIDER. YOU ACKNOWLEDGE THAT THIRD PARTY TRANSPORTATION PROVIDERS PROVIDING TRANSPORTATION SERVICES MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. THE COMPANY WILL NOT BE A PARTY TO DISPUTES, NEGOTIATIONS OF DISPUTES BETWEEN YOU AND ANY THIRD PARTY PROVIDERS. WE CANNOT AND WILL NOT PLAY ANY ROLE IN MANAGING PAYMENTS BETWEEN YOU AND THE THIRD PARTY PROVIDERS. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING SERVICES OFFERED VIA THE APPLICATION OR SERVICE (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH YOU. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY SUCH THIRD PARTIES AND YOU EXPRESSLY WAIVE AND RELEASE THE COMPANY FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE APPLICATION OR SERVICE, OR IN ANY WAY RELATED TO THE THIRD PARTIES INTRODUCED TO YOU BY THE APPLICATION OR SERVICE. THE QUALITY OF THE TRANSPORTATION SERVICES SCHEDULED THROUGH THE USE OF THE SERVICE OR APPLICATION IS ENTIRELY THE RESPONSIBILITY OF THE THIRD PARTY PROVIDER WHO ULTIMATELY PROVIDES SUCH TRANSPORTATION SERVICES TO YOU. YOU UNDERSTAND, THEREFORE, THAT BY USING THE APPLICATION AND THE SERVICE, YOU MAY BE EXPOSED TO TRANSPORTATION THAT IS POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL TO MINORS, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE APPLICATION AND THE SERVICE AT YOUR OWN RISK.

Cap on Liability.

UNDER NO CIRCUMSTANCES WILL COMPANY PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT RECEIVED BY COMPANY AS A RESULT OF YOUR USE OF COMPANY PROPERTIES DURING THE SIX MONTH PERIOD PRECEDING THE DATE ON WHICH YOUR CLAIM AGAINST COMPANY PARTIES AROSE. IF YOU HAVE NOT PAID COMPANY ANY AMOUNTS DURING SUCH PERIOD, COMPANY'S SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO FIFTY CANADIAN DOLLARS (\$50). THE COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND THE COMPANY'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY TRANSPORTATION PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH SOME REQUEST BRANDS MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIFTY U.S. OR CANADIAN DOLLARS (\$50).

THE COMPANY MAY INTRODUCE YOU TO THIRD PARTY COURIERS FOR THE PURPOSES OF PROVIDING COURIER SERVICES. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD PARTY COURIERS AND YOU EXPRESSLY WAIVE AND RELEASE THE COMPANY FROM ANY AND ALL ANY LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE THIRD PARTY COURIERS. THE COMPANY WILL NOT BE A PARTY TO DISPUTES, NEGOTIATIONS OF DISPUTES BETWEEN YOU AND SUCH THIRD PARTY PROVIDERS. WE CANNOT AND WILL NOT PLAY ANY ROLE IN MANAGING PAYMENTS BETWEEN YOU AND THE THIRD PARTY PROVIDERS. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING SERVICES OFFERED VIA THE SOFTWARE OR SERVICE (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH YOU. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY SUCH THIRD PARTIES AND YOU EXPRESSLY WAIVE AND RELEASE THE COMPANY FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE SOFTWARE OR SERVICE, OR IN ANY WAY RELATED TO THE THIRD PARTIES INTRODUCED TO YOU BY THE SOFTWARE OR SERVICE. YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS. THE QUALITY OF THE COURIER SERVICES SCHEDULED THROUGH THE USE OF THE SERVICE OR SOFTWARE IS ENTIRELY THE RESPONSIBILITY OF THE THIRD PARTY PROVIDER WHO ULTIMATELY PROVIDES SUCH COURIER SERVICES TO YOU. YOU UNDERSTAND, THEREFORE, THAT BY USING THE SOFTWARE AND THE SERVICE, YOUR DELIVERY MAY BE EXPOSED TO SITUATIONS THAT ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL TO MINORS, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE SOFTWARE AND THE SERVICE AT YOUR OWN RISK.

- **Indemnification.**

You shall defend, indemnify, and hold harmless the Company from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of this TERMS (including but not limited to your representations and warranties in Section 5.2), any of Your Content, or your other access, contribution to, use or misuse of the Service. The Company shall provide notice to you of any such claim, suit or demand. The Company reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting the Company's defense of such matter.

- **Responsibility for Loss or Damage.**

The Company's liability for loss or damage to each delivery is limited to a value of the delivery object, where damage is at the sole discretion of delivery driver. If a delivery is lost or damaged while in the Company's Possession, you may file a claim with the Company for reimbursement. You may only file one claim per delivery. A claim filed directly with the carrier nullifies any such claim with the Company for same delivery. For purposes hereof, an item shall be deemed to be in the "Company's Possession" from the point the Company collects the item from you until the item reaches the end destination via one of our mailing partners. Any insurance must be purchased separately from an insurance provider.

For lost Delivery which you report, the Company will conduct an initial investigation to locate lost packages, including by contacting any third party carrier, the sender, or the recipient as necessary.

The Company shall take all reasonable efforts to resolve a claim as soon as is practical, provided that the Company shall have at least 10 business days from initial receipt of a claim to respond. Your acceptance of reimbursement for a claim ("Resolution") will extinguish any other rights you may have for loss or damage the delivery which is subject to that claim, and if such delivery is recovered following Resolution, you acknowledge and agree that the Company has no obligation to return such delivery to you or to pay you any additional amounts with respect to such delivery, and the Company shall have the express right to reclaim or pick up such delivery from wherever the delivery is located.

- **Arbitration.**

At the Company's or your election, all disputes, claims, or controversies arising out of or relating to the TERMS or the Service that are not resolved by mutual agreement may be resolved by binding arbitration. Unless otherwise agreed by the parties, arbitration will be held in the district of Montreal, Canada before a single arbitrator mutually agreed upon by the parties, arbitration must commence within forty-five (45) days of the date on which a written demand for arbitration is filed by either party. The arbitrator's decision and award will be made and delivered within sixty (60) days of

the conclusion of the arbitration and within six (6) months of the selection of the arbitrator. The arbitrator will not have the power to award damages in excess of the limitation on actual compensatory, direct damages set forth in the TERMS and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under the TERMS, and each party hereby irrevocably waives any claim to such damages. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Company agree otherwise in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may, in his or her discretion, assess costs and expenses (including the reasonable legal fees and expenses of the prevailing party) against any party to a proceeding. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. The provisions of this arbitration section will be enforceable in any court of competent jurisdiction.

Notwithstanding the provisions of the introductory section above, if the Company changes this 'Arbitration' section after the date you first accepted these TERMS (or accepted any subsequent changes to these TERMS), you may reject any such change by sending us written notice within 30 days of the date such change became effective, as indicated in the "Date of Last Revision" date above or in the date of the Company's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any dispute between you and the Company in accordance with the provisions of this section as of the date you first accepted this TERMS (or accepted any subsequent changes to this TERMS).

- **Questions, Complaints, Claims.**

If you have any questions, complaints or claims with respect to Company Properties, please contact us at: 12 MINUTES TECHNOLOGIES INC. dba 12Min.ca, 350 Louvain Ouest, suite 416D, Montreal, QC H2N 2E8, Attn: Customer Service, calling (888) 601-1615, or emailing at support@12min.ca. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation

- **Relationship between Merchant, Driver and the Company**

If you are merchant or a driver, you are an independent contractor and you are not an employee, owner, joint venture, partner or agent of the Company and that there is no employment agreement between you and the Company. In addition, if you are a driver or courier, you further understand and agree that you have no authority to bind the Company and you will not make any representations to any party that you have any authority to bind the Company, as an employee, partner or otherwise.

- **Limitations Period.**

YOU AND THE COMPANY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TERMS, COMPANY PROPERTIES, CONTENT, OR ANY MISSIONS OR PROFESSIONAL SERVICES, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

- **Governing Law.**

This TERMS shall be governed by the laws of the Province of Quebec (District of Montreal) without regard to the principles of conflicts of law. Unless otherwise elected by the Company in a particular instance, you hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and provincial courts located within the District of Montréal for the purpose of resolving any dispute relating to your access to or use of the Service. Please contact us at support@12min.ca to report any violations of these TERMS or to pose any questions regarding this TERMS.