

9-EIGHTEEN PLATFORM TERMS OF SERVICE

Last Updated: April 6, 2019

PLEASE READ THIS TERMS OF SERVICE AGREEMENT (THE “**AGREEMENT**”) CAREFULLY AS IT CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN YOU AND 9-EIGHTEEN SOLUTIONS INC. (“**9-EIGHTEEN**”) AND THEIR AFFILIATES, OFFICERS, DIRECTORS AND EMPLOYEES IN RESPECT OF ACCESS AND USE OF 9-EIGHTEEN’S WEBSITE LOCATED AT WWW.9-EIGHTEEN.COM, AND ANY SUBDOMAINS USED IN CONNECTION WITH OR RELATED TO THE SAME AND ANY FUTURE VERSIONS (THE “**WEBSITE**”) AS WELL AS 9-EIGHTEEN MOBILE APPLICATIONS (THE “**9-EIGHTEEN PLATFORM APP**”)(TOGETHER THE 9-EIGHTEEN PLATFORM APP AND THE WEBSITE CONSTITUTE THE “**9-EIGHTEEN PLATFORM**”).

BY ACCESSING, BROWSING AND USING THE 9-EIGHTEEN PLATFORM, YOU INDICATE THAT YOU HAVE READ AND ACCEPTED THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE, THEN YOU MAY NOT ACCESS OR USE THE 9-EIGHTEEN PLATFORM OR THE SERVICES PROVIDED BY 9-EIGHTEEN (THE “**9-EIGHTEEN SERVICES**”) OR ANY OF THEIR CONTENT OR SERVICES.

THIS AGREEMENT GOVERNS YOUR USE OF THE 9-EIGHTEEN PLATFORM. IT EXEMPTS 9-EIGHTEEN AND OTHER PERSONS FROM LIABILITY AND LIMITS THEIR LIABILITY, AND CONTAINS OTHER IMPORTANT PROVISIONS THAT YOU SHOULD READ.

1. USERS AND APPLICABLE LEGAL TERMS

- a. “**9-Eighteen Group**” means 9-Eighteen and its affiliates, officers, directors and employees;
- b. “**Customers**” means consumers and end users of the 9-Eighteen Platform;
- c. “**Drivers**” mean the drivers and servers who deliver the Goods to the Customers;
- d. “**Goods**” means food, drinks and other products and services offered by the Vendors;
- e. “**Vendors**” means the golf courses and restaurants offering Goods through the 9-Eighteen Platform;
- f. “**Orders**” means for Customers, placing an order on the Website or 9-Eighteen Platform App and paying for Goods (including the delivery of Goods);
- g. “**Users**” means collectively, the Customers, Vendors and Drivers;
- h. “**Privacy Policy**” means the 9-Eighteen practices on the collection, use and disclosure of the User’s personal information submitted via the website or the 9-Eighteen Platform App, the terms of which are incorporated into this Terms of Service;

2. YOUR ACCEPTANCE OF THIS AGREEMENT AND CHANGES TO THIS AGREEMENT

This is an Agreement between you and all persons you represent (and for purposes of this Agreement, “person” includes natural persons and any type of incorporated or unincorporated entity) and 9-Eighteen regarding your access to and use of the 9-Eighteen Platform. This Agreement also provides benefits to 9-Eighteen’s affiliates, service providers, suppliers and other persons.

Each time you use the 9-Eighteen Platform you signify your acceptance and agreement, and the acceptance and agreement of any person you purport to represent, to be bound by this Agreement as it then reads, and you represent and warrant that you have the legal authority to agree to and accept this Agreement on behalf of yourself and any person you purport to represent. If you do not agree with each provision of this Agreement, or you are not authorized to agree to and accept this Agreement on behalf of the person you purport to represent, you may not access or use the 9-Eighteen Platform. The 9-Eighteen Platform is for convenience and informational purposes only and is not intended to convey advice or recommendations, or an offer to sell any product or service.

9-Eighteen may in its discretion change, supplement or amend this Agreement from time to time as it relates to future use of the 9-Eighteen Platform, without any prior notice or liability to you or any other person, by posting the revised Agreement on the 9-Eighteen Platform. By using the 9-Eighteen Platform after this Agreement has been revised, you signify your acceptance and agreement, and the acceptance and agreement of all persons you purport to represent, to be bound by the revised Agreement, and you represent and warrant that you have the legal authority to agree to and accept the revised Agreement on behalf of yourself and all persons you purport to represent. You may not change, supplement, or amend this Agreement in any manner.

3. 9-EIGHTEEN ACCOUNTS

All information you provide through the Website or the 9-Eighteen Platform App, including registration information (name and email address), payment information (credit card numbers and expiration dates) (a “**9-Eighteen Account**”) and transaction-related information, must be true, accurate, current and complete. 9-Eighteen will rely on the information you provide. You will be solely responsible and liable for any loss, damage and additional costs that you, 9-Eighteen or any other person may incur as a result of your submission of any false, incorrect or incomplete information or your failure to update your information.

Any 9-Eighteen Account must be kept secure and you agree that you will not share or disclose your 9-Eighteen Account credentials or password with anyone. No members of the 9-Eighteen Group will be liable for any loss or damage arising from your failure to safeguarding your 9-Eighteen Account, use a strong password and limit its use to your 9-Eighteen Account. You may browse some of the 9-Eighteen Platform without creating a 9-Eighteen Account.

We may suspend or terminate your ability to access the 9-Eighteen Platform, or cease providing you with all or part of the 9-Eighteen Services at any time for any or no reason, including, if we believe: (i) you may have violated this Agreement, (ii) you may create risk or possible legal exposure for us; (iii) prolonged inactivity; or (iv) our provision of the 9-Eighteen 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 9-Eighteen 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 9-Eighteen in its sole discretion and that no members of the 9-Eighteen Group 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 9-Eighteen Platform. Any suspension or termination of this Agreement by 9-Eighteen will be in addition to any and all other rights and remedies that 9-Eighteen may have.

You may request the deletion of your account by requesting (by email or through any then-available interfaces) that your 9-Eighteen Account be deleted, ceasing use of the 9-Eighteen Platform, the 9-Eighteen Services and uninstalling and removing all local software components thereof, if any. If you request deletion of your 9-Eighteen Account, we may disable your 9-Eighteen Account but keep the disabled 9-Eighteen Account for fraud prevention or other lawful purposes. If we have received all outstanding payment from you, you may request termination of this Agreement at any time by requesting by email (or any then-available interface on the 9-Eighteen Platform) that your 9-Eighteen Account be deleted. We may terminate this Agreement 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 9-Eighteen Platform.

4. PERMISSION TO USE THE 9-EIGHTEEN PLATFORM

You may use the 9-Eighteen Platform only if you have reached the age of majority where you live and you can form legally binding contracts under applicable law. You may not use the 9-Eighteen Platform if you live in a jurisdiction where access to or use of the 9-Eighteen Platform or any part of it may be illegal or prohibited. It is solely your responsibility to determine whether your use of the 9-Eighteen Platform is lawful, and you must comply with all applicable laws. 9-Eighteen reserves the right to request proof of identification and age (for example, proof of your ability to purchase liquor).

The 9-Eighteen Platform (including all content, page headers, custom graphics, button icons, and scripts and the presentation, arrangement, coordination, enhancement and selection of such and other information in text, graphical, video and audio forms, images, icons, software, designs, applications, data, and other elements available on or through the 9-Eighteen) is the property of 9-Eighteen and others, and is protected by copyright, trademark and other laws. Your use of the 9-Eighteen Platform does not transfer to you any ownership or other rights in the 9-Eighteen Platform or its content.

The 9-Eighteen Platform is made available to you for your lawful, personal use only. You may use the 9-Eighteen Platform only in the manner described expressly in this Agreement and subject to all applicable laws. Using the 9-Eighteen Platform for any other purpose or in any other manner is strictly prohibited.

The Website and its content may not be copied, imitated, reproduced, republished, uploaded, posted, transmitted, modified, indexed, catalogued, mirrored or distributed in any way, in whole or in part, without the express prior written consent of 9-Eighteen.

9-Eighteen retains the right, at its sole discretion, to deny access to anyone to the 9-Eighteen Platform or the 9-Eighteen Services, at any time and for any reason (or no reason at all), including, but not limited to, for violation of this Agreement. You will cease and desist from any such access or use of the 9-Eighteen Platform or 9-Eighteen Services immediately upon request by 9-Eighteen.

5. NO UNLAWFUL OR PROHIBITED USE

You may not, without 9-Eighteen's prior written permission, use the 9-Eighteen Platform, the 9-Eighteen Services or any content found on the 9-Eighteen Platform for purposes other than provided for by this Agreement.

Links to the Website without the express permission of 9-Eighteen are strictly prohibited. To request permission to link to the Website, please contact 9-Eighteen at the contact information listed below.

The framing, mirroring, scraping or data-mining of the 9-Eighteen Platform or any of its content in any form and by any means is strictly prohibited. You may not use any collaborative browsing or display technologies in connection with your use of the 9-Eighteen Platform or to post comments, communications, or any other data of any kind to or on the 9-Eighteen Platform with the intention that such postings may be viewed by any other persons.

6. INTELLECTUAL PROPERTY TERMS

The features, information and materials provided and depicted through the 9-Eighteen Platform are protected by copyright, trademark, patent and other intellectual property laws. All text, graphic content, video, data and other content (the "**Content**") are provided to the User by 9-Eighteen or its partners or licensors solely to support the User's permitted use of the 9-Eighteen Platform. Except as expressly set forth in this Agreement, no license is granted to a User for any other purpose and any other use of the 9-Eighteen Platform or the Content by the User will constitute a material breach of this Agreement. 9-Eighteen retains all rights in the 9-Eighteen Platform and any associated copyrights, trademarks, patents and other intellectual property rights.

All information, data, text, software, music, sound, photographs, graphics, video, messages or other materials, whether publicly posted or privately transmitted to the 9-Eighteen Platform by Users ("**User Content**"), is the sole responsibility of such Users. This means that the User, and not members of 9-Eighteen, are entirely responsible for all such material uploaded, posted, emailed, transmitted or otherwise made available on the 9-Eighteen Platform. 9-Eighteen may monitor User Content from time to time but 9-Eighteen does not guarantee the accuracy, integrity or quality of such content. Under no circumstances will any members of 9-Eighteen 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 9-Eighteen Platform. To the extent your User Content contains any personally identifiable information, that data is handled in accordance with the 9-Eighteen Privacy Policy and all other User Content will be considered non-confidential.

By submitting, posting or displaying User Content on or through the 9-Eighteen Platform or otherwise to 9-Eighteen, you grant 9-Eighteen Group, a worldwide, non-exclusive, royalty-free, perpetual, transferable, and fully sublicensable right to use, 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 9-Eighteen the right (although 9-Eighteen does not have the obligation) to pursue at law any person or entity that violates your or 9-Eighteen'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, 9-Eighteen has no obligation to post or display any User Content on the 9-Eighteen Platform.

You may only use 9-Eighteen Content and other Users Content (eg. menus provided by Vendors) for the applicable Permitted Use. If you print extracts from the 9-Eighteen 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.

If you access any Personal Information through or in connection with the 9-Eighteen Platform you agree that you will treat such Personal Information in accordance with 9-Eighteen'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.

7. Third Party Websites, Applications and Services

The 9-Eighteen Platform may provide links to third party websites and such links are provided solely for your convenience. Links to third party websites on the 9-Eighteen Platform are provided solely for your convenience. If you use these links, you leave the 9-Eighteen Platform. We have not reviewed and do not control any of these third-party websites (and are not responsible for these websites or their content or availability). 9-Eighteen does not endorse or make any representation about these websites, their content, or the results from using such websites or content. If you decide to access any of the third-party websites linked to the 9-Eighteen Platform, you do so entirely at your own risk.

9-Eighteen reserves the right to prohibit or remove (or require you to remove) any link to the 9-Eighteen Platform, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time.

8. DISCLAIMERS

THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING QUEBEC, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LEGAL WARRANTIES, CONDITIONS OR REPRESENTATIONS. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE EXCLUSIONS OR LIMITATIONS IN THESE TERMS OF SERVICE (INCLUDING THE FOLLOWING DISCLAIMERS AND LIMITATIONS OF LIABILITY) MAY NOT APPLY AND YOU MAY HAVE ADDITIONAL RIGHTS.

While we try to ensure that information on the 9-Eighteen Platform is correct, we do not promise it is accurate or complete. We may make changes to the material on the 9-Eighteen Platform including to Goods and prices described on it, at any time without notice. The material on the 9-Eighteen Platform may be out of date, and we make no commitment to update that material.

We try to accurately copy the item names, descriptions, prices, special offer information, heat and allergenic warnings and other information ("**Menu Information**") from the menus that are provided to us by Vendors. However, it is the Vendors that are responsible for providing this Menu Information and ensuring that it is factually accurate and up-to-date, and we do not undertake any such responsibility. **IF YOU ARE IN DOUBT ABOUT ALLERGY WARNINGS, CONTENTS OF GOODS OR ANY OTHER MENU INFORMATION, YOU SHOULD CONFIRM WITH THE VENDOR DIRECTLY BEFORE ORDERING.**

The legal contract for the supply and purchase of Goods is between the Customer and the Vendor that you place your Order with. We have no control over the actions or omissions of any Vendor or Driver. Without limiting the generality of the foregoing, you acknowledge and accept the following by using the 9-Eighteen Platform:

- a. We do not give any undertaking that the Goods ordered from any Vendor through the 9-Eighteen Platform will be of satisfactory quality or suitable for your purpose and we disclaim any such warranties.
- b. Estimated times for deliveries and pick-ups are provided by the Vendors and are only estimates. Neither we nor the Vendors or Drivers guarantee that Orders will be delivered or will be available for pick-up within the estimated times.
- c. We encourage all Vendors accept all Orders and to communicate any rejection promptly, and we will notify you (generally by email or instant message) as soon as reasonably practicable if a Vendor rejects your Order. However, we do not guarantee that Vendors will accept all Orders, and Vendors have the discretion to reject Orders at any time because they are too busy, due to weather conditions or for any other reason.

The foregoing disclaimers do not affect Customer's statutory rights against any Vendor or Driver.

The downloading and viewing of the 9-Eighteen Platform or the Content is done at your own risk. 9-Eighteen cannot and does not guarantee or warrant that the 9-Eighteen Platform or the Content are compatible with your smart device or computer system or that the 9-Eighteen Platform or the Content, or any links from the 9-Eighteen 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 smart device or computer system, and you are responsible for the entire cost of any service, repairs or connections of and to your smart device or computer system that may be necessary as a result of your use of the 9-Eighteen Platform.

9. NO IMPLIED WARRANTIES; LIMITATIONS OF LIABILITY.

- a. **NO IMPLIED WARRANTIES.** THE 9-EIGHTEEN SERVICES, THE 9-EIGHTEEN PLATFORM AND THE CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, 9-EIGHTEEN DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THE 9-EIGHTEEN SERVICES, 9-EIGHTEEN 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 9-EIGHTEEN SERVICES, THE 9-EIGHTEEN PLATFORM OR THE CONTENT ARE OR WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.
- b. **EXCLUSION OF INDIRECT DAMAGES.** IN NO EVENT WILL 9-EIGHTEEN OR ANY MEMBER OF THE 9-EIGHTEEN 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 9-EIGHTEEN IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO THE USE OF, OR THE INABILITY TO MAKE USE OF, THE 9-EIGHTEEN SERVICES, THE 9-EIGHTEEN PLATFORM OR THE CONTENT.

- c. **NO RESPONSIBILITY FOR VENDORS AND DRIVERS.** VENDORS AND DRIVERS OFFERING GOODS OR SERVICES THROUGH THE 9-EIGHTEEN PLATFORM ARE INDEPENDENT PERSONS OR ORGANIZATIONS AND NOT REPRESENTATIVES, AGENTS OR EMPLOYEES OF 9-EIGHTEEN. 9-EIGHTEEN IS THEREFORE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, CONTRACTUAL BREACHES OR NEGLIGENCE OF ANY VENDORS OR DRIVERS 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 DRIVERS.
- d. **LIMITATION OF LIABILITY.** TO THE EXTENT THAT THE FOREGOING LIMITATIONS DO NOT APPLY, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF THE 9-EIGHTEEN GROUP IN CONNECTION WITH OR UNDER THESE TERMS OF SERVICE, INCLUDING IN CONNECTION WITH YOUR USE OF, OR INABILITY TO MAKE USE OF, THE 9-EIGHTEEN SERVICES, THE 9-EIGHTEEN 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 9-EIGHTEEN PLATFORM APP, 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 REFLECT A FAIR ALLOCATION OF RISK BUT FOR WHICH 9-EIGHTEEN WOULD NOT MAKE THE 9-EIGHTEEN PLATFORM APP AND/OR 9-EIGHTEEN 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.

10. INDEMNIFICATION

You agree to defend, indemnify and hold harmless 9-Eighteen 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 this Agreement 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

9-Eighteen 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 9-Eighteen.

11. ORDERING TERMS

Through the 9-Eighteen Platform you may place orders for Goods from Vendors, you may receive delivery of the Goods and 9-Eighteen may provide customer care support between you, Drivers and Vendors. 9-Eighteen does not prepare or fulfil any orders for Goods or provide delivery services directly and no members of the 9-Eighteen Group will be liable for any transactions between Customers, Drivers or Vendors. 9-Eighteen may provide products or services to Drivers or Vendors through a separate agreement executed with such parties. Menus and other Vendor-related information on the 9-Eighteen Platform is content provided by the Vendor and not 9-Eighteen.

Once you have created your 9-Eighteen Customer Account you may select Goods from a Vendor's menu, choose your desired quantities, and then add them to your cart. Your cart may be edited at any time prior to placing an Order. Once you have made your selection, you may proceed to place your Order. 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). You are responsible to ensure that all of your Order details, including billing, delivery location and other information is current, complete and accurate. If you wish to amend or cancel your Order or to be entitled to a refund, you must coordinate this through the Vendor. 9-Eighteen bears no responsibility or makes no guarantees as to whether the Vendor will be able to amend or cancel an Order. You agree that 9-Eighteen will have no liability to you for Orders that are not confirmed, are cancelled or that the Vendor has been unable to unwilling to fulfill.

The legal contract for the purchase of Goods will in all cases be between the Customer 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 sale of Goods between you and the Vendor by means of you placing Orders via the 9-Eighteen Platform. We may act as agent for the Customer and the Vendor for the legal contract for the purchase and sale of the Goods. YOU ACKNOWLEDGE AND AGREE THAT NO MEMBER OF THE 9-EIGHTEEN GROUP HAS ANY CONTROL OVER THE QUALITY OF THE GOODS OR SERVICES OFFERED BY VENDORS AND COURIERS AND THAT NO MEMBERS OF THE 9-EIGHTEEN GROUP WILL HAVE LIABILITY TO YOU FOR ANY PROBLEMS CAUSED BY THE VENDOR CONCERNING YOUR ORDERS, INCLUDING, WITHOUT LIMITATION, MISSED OR LATE DELIVERIES, MISSED GOODS ITEMS, AND ANY PROBLEMS WITH RESPECT TO THE QUALITY OF THE GOODS DELIVERED INCLUDING IF GOODS CAUSE ILLNESS, ALLERGIC REACTIONS OR HAVE INCORRECT NUTRITIONAL VALUES.

For Orders that the Vendor arranges or for which third party Drivers provide delivery services, we are not liable for any service or product provided by such drivers.

9-Eighteen may provide, in its discretion, the refund or compensation by payment to your payment card or debit card.

12. ALCOHOL

If you order alcohol, you agree that you are of legal age to purchase and consume alcohol in the area in which the alcohol is delivered. You also agree that you are not ordering alcohol for persons below the legal age in the relevant jurisdiction. You acknowledge and agree that Vendors or Drivers may require valid government-issued photo identification(s) matching the name on the order and proving your age to the Vendor or Driver, 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, 9-Eighteen or Driver. In addition, alcohol orders may be subject to time and location restrictions. In the event the Vendor or Driver is unable to complete the delivery for one or more of the reasons stated above, you agree that you will be responsible for any restocking fee that may apply.

13. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement, your access to and use of the Website and the 9-Eighteen Platform App, and all related matters are governed solely by the laws of British Columbia, Canada and applicable federal laws of Canada (and in the case of use of the Website in Quebec by residents of Quebec, by the laws of Quebec and the applicable federal laws of Canada). Any dispute between you and 9-Eighteen or any other person arising from, connected with or relating to the Website, the 9-Eighteen Platform App, this Agreement, or any related matters (collectively “**Disputes**”) will be resolved before the Courts of British Columbia, (and in the case of use of the Website and the 9-Eighteen Platform App in Quebec by residents of Quebec, before the Courts of Quebec, sitting in the City of Montreal), and you hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those courts in respect of all Disputes.

14. MISCELLANEOUS

If any provision of this Agreement is held to be invalid or unenforceable for any reason, then the provision will be deemed to be severed from this Agreement and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

This Agreement enures to the benefit of and is binding upon each of 9-Eighteen and its successors, assigns and related persons, and you and your heirs, executors, administrators, successors, permitted assigns and personal representatives. You may not assign this Agreement or the rights and obligations under this Agreement. 9-Eighteen may assign this Agreement and its rights and obligations under this Agreement without your consent. This Agreement contains provisions for the benefit of 9-Eighteen’s directors, officers, employees, agents, information providers, service providers, suppliers, sub-contractors, licensors and licensees, and other related, associated, affiliated or connected persons, each of whom has the right to assert and enforce such provisions directly or on its own behalf.

No consent or waiver by any party to or of any breach or default by any other party in its performance of its obligations under this Agreement will be: (a) deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party; or (b) effective unless in writing and signed by all parties.

The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language. *Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s’y rapportent soient rédigés en anglais.*

Any rights not expressly granted by this Agreement are reserved to 9-Eighteen.

You may contact 9-Eighteen at:

210 – 347 Leon Avenue

Kelowna, BC V1Y 8C7

admin@9-eighteen.com