

Consumer Terms and Conditions

Effective: June 01, 2024

PLEASE READ THESE CONSUMER TERMS AND CONDITIONS CAREFULLY. THESE CONSUMER TERMS AND CONDITIONS (“**AGREEMENT**,” “**TERMS AND CONDITIONS**,” or “**TERMS**”) CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND FREVORA, AS DEFINED BELOW.

SECTION 14 OF THIS AGREEMENT (WHICH DOES NOT APPLY TO CANADA CONSUMERS RESIDING IN THE PROVINCE OF QUÉBEC) CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, SECTION 14 SETS FORTH OUR ARBITRATION AGREEMENT WHICH WILL REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO ARBITRATION, WITH LIMITED EXCEPTIONS. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING ,AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. THE ARBITRATION AGREEMENT COULD AFFECT YOUR RIGHT TO PARTICIPATE IN PENDING OR PROPOSED CLASS ACTION LITIGATION.

IN ADDITION:

- **SECTION 4 OF THIS AGREEMENT REQUIRES YOU TO CONSENT TO OUR PRIVACY POLICY.**
- **SECTION 8 OF THIS AGREEMENT CONTAINS PROVISIONS RELATING TO OUR USE OF CERTAIN USER CONTENT.**
- **SECTION 19 OF THIS AGREEMENT CONTAINS PROVISIONS WHICH LIMIT OUR LIABILITY TO YOU.**

1. Application of this Agreement

This Agreement governs your use of the Technology and Services (each as defined below) and is between you and Frevora. “**Frevora**,” “**we**,” “**us**,” and “**our**” mean Frevora, Inc., a Ontario corporation, and its subsidiaries and affiliated companies, including, without limitation, the entities listed in the remainder of this paragraph. With respect to all Orders (as defined below), these Terms and Conditions constitute a legal agreement between you and Frevora, Inc. and/or its subsidiaries and affiliated companies.

2. Acceptance of this Agreement

Frevora uses its online marketplace platform to connect you and other consumers with local businesses and farmers market (“**Merchants**”). Frevora’s Technology permits consumers to place orders with local Merchants, either for delivery or pickup, and/or request services from Merchants. If a delivery order is made, Frevora uses the Technology to notify merchants that a delivery opportunity is available and to facilitate completion of the delivery to the consumer. If a pickup order is made, Frevora uses the Technology to communicate with the consumer regarding the availability

of the order for pickup. Frevora is not a merchant, retailer, restaurant, grocer, delivery service, or food preparation business (except as otherwise specified in Section 6 below).

If you access any of our websites located at <https://www.frevora.com/>, install or use the Frevora, install or use any other technology supplied by Frevora (collectively, the “**Technology**”), access or use any information, function, feature, or service made available or enabled by Frevora (collectively, the “**Services**,” which includes the Technology), click or tap a button or take similar action to signify your affirmative acceptance of this Agreement, or complete the Frevora account registration process, you, your heirs, assigns, and successors (collectively, “**you**” or “**your**”) hereby represent and warrant that: (a) you have read, understand, and agree to be bound by this Agreement and any future amendments and additions to this Agreement as published from time to time at <https://www.frevora.com/terms/> or through the Technology; (b) you are of legal age in the jurisdiction in which you reside to form a binding contract with Frevora; and (c) you have the authority to enter into the Agreement personally and, if applicable, on behalf of any organization for whom you have created an account or been named as the User during the Frevora account registration process and to bind such organization to the Agreement.

The specific Services available to you may vary based on the delivery or pickup address that you have selected. A certain function, feature, or Service (y) available to one User may not be available to all Users or at all times, and (z) may only be available in the latest version of the Frevora. “**User**” means any individual or other person who accesses or uses the Services, including, without limitation, any organization that registers an account or otherwise accesses or uses the Services through its respective employees, agents, or representatives. Except as otherwise provided in this Agreement, if you do not agree to be bound by the Agreement, you may not access or use the Services.

3. Modifications

Subject to Section 14(k) of this Agreement, Frevora reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Technology or Services at any time, effective upon posting an updated version of this Agreement at <https://www.frevora.com/terms/> or through the Technology. If we make any material changes to this Agreement, we will notify you by email at the email address that you have provided to us or by another means. You should regularly review this Agreement, as your continued use of the Services after any such changes constitutes your agreement to such changes. If you do not agree to this Agreement or any modifications to this Agreement, you should immediately cease using the Technology and Services.

4. Additional Terms and Policies

By using the Services, you agree to be bound by this Agreement and acknowledge and agree to the collection, use, and disclosure of your personal information in accordance with Frevora's [Privacy Policy](#), which is incorporated in this Agreement by reference. You also agree to abide by any additional Frevora terms or policies for Users that are published on our website or mobile application, whether or not such terms or policies are directly referenced or linked elsewhere in this Agreement. Certain features of our Services may be subject to additional terms and conditions, which, to the extent permitted by applicable law, are incorporated herein by reference.

5. Rules and Prohibitions

Without limiting other rules and prohibitions in this Agreement, by using the Services, you agree that:

(a) You will only use the Services for lawful purposes and you will not use or attempt to use the Services for sending or storing any unlawful material or for deceptive or fraudulent purposes.

(b) You will only use the Services in accordance with all applicable laws, including copyrights, trade secrets, other intellectual property rights, or other rights of any third party, including privacy, personality, or publicity rights.

(c) You will only use or access the Services using means explicitly authorized by Frevora. If applicable, it is your responsibility to ensure you download the correct Technology for your device. We are not liable if you do not have a compatible device or if you have downloaded the wrong version of the Technology for your device. We reserve the right to terminate your use of the Technology and/or Services if you are using the Technology or Services with an incompatible or unauthorized device.

(d) You will not use or attempt to use another User's account, impersonate any person or entity, or forge or manipulate headers or identifiers to disguise the origin of any content transmitted through the Services.

(e) You will not use or attempt to use the Services to cause nuisance, annoyance, or inconvenience.

(f) You will not use or attempt to use the Services, or any content accessible through the Services, for any commercial purpose, including but not limited to contacting, advertising to, soliciting, or selling to any Merchant, User, or Contractor, unless Frevora has given you prior permission to do so in writing.

(g) You will not copy or distribute, or attempt to copy or distribute, the Technology or any content displayed through the Services, including any reviews or Merchants' menu content or catalogs, for republication in any format or media.

(h) You will not directly or indirectly create or compile, or attempt to create or compile, any content or collection, compilation, or other directory from any content displayed through the Services except for your personal, noncommercial use.

(i) The information you provide to us when you register an account or otherwise communicate with us is accurate, you will promptly notify us of any changes to such information, and you will provide us with whatever proof of identity we may reasonably request.

(j) You will keep secure and confidential your account password and any other login or identification credentials you use to access the Services.

(k) You will use the Technology and Services only for your own use and will not directly or indirectly resell, license, or transfer the Technology, Services, or content displayed through the Services to a third party.

(l) You will not use or attempt to use the Services in any way that could damage, disable, overburden, or impair any Frevora server or the networks connected to any Frevora server.

(m) You will not attempt to gain unauthorized access to any part of the Technology or the Services and/or to any account, resource, computer system, and/or network connected to any Frevora server.

(n) You will not probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures Frevora may use to prevent or restrict access to the Services or use of the Services or the content therein, and you will not attempt any of the foregoing.

(o) You will not deep-link to our websites or access our websites manually or with any robot, spider, web crawler, extraction software, automated process, and/or device to scrape, copy, index, frame, or monitor any portion of our websites or any content on our websites, and you will not attempt any of the foregoing.

(p) You will not scrape or otherwise conduct any systematic retrieval of data or other content from the Services, and you will not attempt any of the foregoing.

(q) You will not engage in conduct that harms, attempts to harm, or threatens the safety of other Users, Merchants, Contractors, Frevora, Frevora employees, or our community in any way whatsoever, and you will take reasonable steps to prevent the foregoing.

(r) You will not engage in threatening, harassing, racist, or sexist behavior or any other behavior that Frevora deems inappropriate when using the Services.

(s) You will report any errors, bugs, unauthorized access methodologies, or any breach of our intellectual property rights that you uncover in your use of the Services.

(t) You will not abuse or attempt to abuse our promotional or credit code system, including by redeeming multiple coupons at once or by opening multiple accounts to benefit from offers available only to first-time Users.

(u) Your participation in using the Services is for your sole, personal, or internal business use.

(v) You will not falsely or fraudulently claim that your order or items from your order were missing, incorrect, of poor quality, defective, or never delivered and you will return any order mistakenly delivered to you if requested by Frevora, a Merchant, or a Contractor.

(w) You will not, in connection with your use of the Services and/or the Frevora platform: (i) ask a Contractor to purchase or deliver any goods or perform any services not ordered through the Frevora platform; or (ii) give or offer to give any goods to a Contractor related to your Frevora order.

In the event that we believe or determine that you have breached any of the aforementioned or any other provision of these Terms, we reserve the right to suspend and/or permanently deactivate your account at our sole discretion. Where required by law, which may include in the Province of Québec, we will provide you with written notice of the suspension or deactivation of your account, including the reasons which led us to take such action.

6. Merchants Are Independent

(a) You understand and agree that Frevora provides the Services to connect you with independent Merchants that provide the products and services offered through the Services. You acknowledge and agree that Frevora is not a merchant, retailer, restaurant, grocer, pharmacy, chemist, delivery service, or food preparation business, and has no responsibility or liability for the acts or omissions of any Merchant. Merchants are the retailers of the products or services offered through the Services. Frevora is not in the delivery business, does not provide delivery services, and is not a

common carrier. Frevora provides the Services to facilitate the transmission of orders by Users to Merchants, including orders for pickup or delivery by Merchants. Any delivery, pickup, or preparation times displayed through the Services are purely estimates and do not represent a promise, commitment, or guarantee by Frevora. Frevora will not assess or guarantee the suitability, legality, or ability of any Merchant. You agree that Frevora is not responsible for Merchants' food preparation or product offerings, food or product handling, or the safety of the food or other products, or whether the photographs, images, menu or product listings, catalog, item descriptions, or other menu, product, or catalog information (including nutrition, ingredient, and/or allergen information) displayed through the Services accurately reflect the goods and services sold by Merchants and/or delivered by the Contractor and/or Merchant, and does not verify Merchants' compliance with applicable laws or regulations. You also acknowledge and agree that product, or catalog listings, descriptions, or other information (including photographs or images or nutrition, ingredient, and/or allergen information) displayed through the Services may not have been provided directly by the Merchant. Frevora has no responsibility or liability for acts or omissions by any Merchant. You agree that the goods that you purchase will be prepared by the Merchant you have selected, that title to the goods passes from the Merchant to you at the Merchant's location, and that, for delivery orders, the Merchant will be directed by your instructions to transport the products to your designated delivery location. You agree that Frevora does not hold title to or acquires any ownership interest in any goods that you order through the Services. You must not do anything which seeks to create an encumbrance, lien, charge, or other interest in or over the goods that you order until title has passed to you.

7. User Account

You may be required to register for an account to use parts of the Services. You must provide accurate, current, and complete information during the registration process and at all other times when you use the Services, and to update the information to keep it accurate, current, and complete. You are the sole authorized User of any account you create through the Services. You are solely and fully responsible for all activities that occur under your password or account. You agree that you shall monitor your account to prevent use by minors, and you will accept full responsibility for any unauthorized use of your password or your account. You may not authorize others to use your User account, and you may not assign or otherwise transfer your User account to any other person or entity. Should you suspect that any unauthorized party may be using your password or account, you will notify Frevora immediately. Frevora will not be liable, and you may be liable, for losses, damages, liability, expenses, and fees incurred by Frevora or a third party arising from someone else using your account; however, if you are a Canada Consumer who resides in the Province of Québec, the foregoing does not limit Frevora's liability for the consequences of its own acts or the acts of its representatives. If you provide any information that is untrue, inaccurate, not current, or incomplete, or if Frevora has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Frevora has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). We may enable or require you to use a single set of login credentials to use the Frevora services. You agree not to create an account or use the Services if you have been previously removed from the Frevora platform by Frevora or if you have been previously banned from use of the Services.

8. User Content

(a) **User Content.** Frevora may provide you with interactive opportunities through the Services, including, by way of example, the ability to post or otherwise provide to Frevora Ratings and Reviews (each as defined below), Feedback (as defined below), or other text, photos, images, or audio and video content (collectively, "**User Content**"). You represent and warrant that you are the

owner of, or otherwise have the right to provide, all User Content that you submit, post, and/or otherwise transmit through the Services. You further represent and warrant that any User Content submitted, posted, and/or otherwise transmitted through the Services by you or someone on your behalf or through your User account does not (i) violate any third-party right, including any copyright, trademark, patent, trade secret, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) contain material that is false, intentionally misleading, deceptive, defamatory, offensive, abusive, or pornographic, including material that racially or religiously vilifies, incites violence or hatred, or is likely to insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation, or any physical or mental disability; (iii) contain sexually explicit or violent content or photos, images, or videos of weapons, illegal drugs, or hate symbols; (iv) contain any material that is unlawful or relates to unlawful conduct (including phishing and spoofing); (v) create a privacy or security risk to any person, including by soliciting personal information from any person, or contain any confidential, sensitive, private, or personally identifiable information; (vi) solicit money from any person; (vii) contain financial, legal, medical, or other professional advice; (viii) harm, abuse, harass, stalk, threaten, or otherwise offend; (ix) reflect negatively on Frevora, including Frevora's goodwill, name, and reputation; (x) tamper with, hinder the operation of, or make unauthorized modifications to our websites or Technology; (xi) otherwise result in civil or criminal liability for you, Frevora, or any third party; (xii) violate any law or regulation; or (xiii) violate this Agreement or any community or content guidelines that Frevora may publish from time to time. You hereby grant Frevora (including Frevora's service providers) a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sublicensable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works from, distribute, and/or otherwise use the User Content in connection with Frevora's business and in all forms now known or hereafter invented (collectively, "**Uses**"), without notification to and/or approval by you. You further grant Frevora a license to use your username, first name and last initial, profile photo (if available), and/or other User profile information, including, without limitation, your ratings history, to attribute User Content to you in connection with such Uses, without notification to or approval by you. You acknowledge, however, that Frevora has no obligation to attribute any User Content to you in connection with any Use. You agree that this license includes the right for other Users to access and use your User Content in conjunction with participation in the Services and as permitted through the functionality of the Services. In the interest of clarity, the license granted to Frevora herein shall survive termination of the Services or your account. Frevora reserves the right in its sole discretion to remove or disable access to any User Content from the Services, suspend or terminate your account at any time, or pursue any other remedy or relief available under equity or law if you post any User Content that violates this Agreement or any community or content guidelines we may publish or that we consider to be objectionable for any reason. You agree that Frevora may monitor and/or delete your User Content (but does not assume the obligation to do so) or may decide to not publish, display, or otherwise make available your User Content for any reason at Frevora's sole discretion. Frevora may also access, read, preserve, and disclose any information as Frevora reasonably believes is necessary to satisfy any applicable law, regulation, legal process, or governmental request; enforce this Agreement, including investigation of potential violations hereof; detect, prevent, or otherwise address fraud, security, or technical issues; respond to User, or Merchant support requests; or protect the rights, property, or safety of Frevora, our Users, and the public.

(b) **Feedback.** You agree that any submission of any ideas, suggestions, and/or proposals to Frevora through its suggestion, feedback, wiki, forum, or similar pages ("**Feedback**," which is considered User Content) is at your own risk and that Frevora has no obligations (including, without limitation, obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback and you hereby grant to Frevora (including Frevora's service providers) a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sublicensable right and license to use, copy, display, publish, modify,

remove, publicly perform, translate, create derivative works from, distribute, and/or otherwise use such Feedback.

(c) **Ratings and Reviews.** To the extent that you rate or post reviews of Merchants or other businesses, which may include but is not limited to text, photos, images, audio, or videos that you provide (“**Ratings**” and “**Reviews**”), such Ratings and Reviews are considered User Content and are governed by this Agreement. Ratings and Reviews are not endorsed by Frevora and do not represent the views of Frevora or its affiliates. Frevora shall have no liability for Ratings and Reviews or for any claims of economic loss resulting from such Ratings and Reviews. Because we strive to maintain a high level of integrity with respect to Ratings and Reviews posted or otherwise made available through the Services, you acknowledge and agree that: (i) you will base any Rating or Review on first-hand experience with the Merchant or business; (ii) you will not provide a Rating or Review for any Merchant or business for which you have an ownership interest, employment relationship, or other affiliation or for any competitor of such a Merchant or business; (iii) you will not submit a Rating or Review in exchange for payment, free food items, or other benefits from a Merchant or business; (iv) for Canada Orders, any Rating or Review you submit will comply with the Competition Bureau’s Enforcement Guidelines and Advertising Standards Canada’s Interpretation Guideline for Testimonials, Endorsements and Reviews; (v) your Rating or Review will comply with the terms of this Agreement; (vi) we may decide to not publish, display, or otherwise make available your Rating or Review for any reason in our sole discretion; (vii) any Rating or Review you submit will comply with socially acceptable policies; (viii) a Rating, Review, or photo displayed in connection with a business may reflect an in-person experience; and (x) a Rating, Review, or photo may not have originally been submitted on the Frevora platform and/or may not have been submitted by a Frevora customer. If we determine, in our sole discretion, that any Rating or Review could diminish the integrity of the Ratings and Reviews or otherwise violates this Agreement, we may remove such Rating or Review without notice and take any additional action, in Frevora’s sole discretion, as we deem necessary or appropriate.

9. Communications with Frevora

By creating a Frevora account or using the Technology or Services, you agree to: (a) accept and receive communications from or on behalf of Frevora, Contractors, Merchants, partners, and/or third parties providing services to you or Frevora, including via email, text message, direct message, chat, and calls, to the contact information you provide to Frevora when registering an account or using the Technology or Services; and (b) receive communications via push notification or in-app messages in the Frevora application. Further, you understand and agree that you may receive communications (e.g., calls, text messages, etc.) that are generated by an automatic telephone dialing system, and/or which will deliver prerecorded or automated messages, sent by or on behalf of Frevora and Merchants (e.g., Merchants facilitating the delivery of your order), including but not limited to communications concerning orders you place through your account on the Services. For clarification, you acknowledge and agree that you will receive communications from Merchants who are facilitating your receipt of the benefit of the Services (including multimedia messaging service (“**MMS**”) messages to confirm the delivery of your order). Message and data rates may apply and message frequency may vary. The communications in this Section 9 may include, without limitation, commercial or marketing messages, transactional or relationship messages (e.g., messages about the availability of our services (e.g., interruptions in service), security and/or fraud (e.g., password reset messages), safety, responses to communications initiated by you, updates to policies/legal agreements (e.g., privacy policies, terms of service)), newsletters, and messages relating to research, political advocacy, or customer support (those initiated by you and by us). You acknowledge that receiving commercial or marketing messages or calls is not a requirement or condition for you to use the Services. For purposes of clarity, any message (including text message) or call you may receive from us, a Merchant, or a Contractor regarding an order is a transactional message, not a commercial, marketing, or promotional message or call. If there are changes to your

contact information (e.g., email address, phone number), you agree to update your account to help prevent or limit Frevora inadvertently communicating with someone else.

The opt-out options for communications are set out below. If you opt out of receiving communications via one channel, that opt out will only apply to the specific channel for which the opt out is submitted (e.g., if you opt out of receiving email communications, it will not apply to any other channels through which communications can be sent). Please see the following for more information:

- For email communications that permit opting out (e.g., commercial/marketing messages), there is an opt-out mechanism in the messages. For transactional or relationship email messages, the only opt-out option is to delete your account.
- For push notifications, you can toggle or slide off these notifications in the mobile application.
- To opt out of all communications, the only option is to delete your account.

Review the Frevora [Privacy Policy](#) for more information about Frevora's privacy practices, contact information, and opt-out options.

You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Frevora or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See our [Privacy Policy](#) for how we treat your data.

10. Electronic Records

By creating a Frevora account or using the Technology or Services, you consent to the use of electronic records. You also agree that all terms and conditions, agreements, notices, disclosures, and other communications that Frevora provides to you electronically satisfy any legal requirement for such communications to be in writing. You agree to keep your contact information, including email address, current. This paragraph does not affect your statutory rights.

To view and retain a copy of this Agreement, you will need (a) a device (such as a computer or mobile phone) with a web browser and Internet access, and (b) either a printer or storage space on such device.

11. Intellectual Property Ownership

Frevora alone (and its licensors, where applicable) shall own all right, title, and interest, including all related intellectual property rights, in and to the Technology and the Services. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Technology or the Services, or any intellectual property rights owned by Frevora. Frevora names, Frevora logos, and the product names associated with the Technology and Services are trademarks of Frevora or third parties, and no right or license is granted to use them. You agree that you will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Technology or the Services.

12. Payment Terms

(a) **Prices and Charges.** You understand that: (i) the prices for products, food or other items displayed through the Services may differ from the prices offered or published by Merchants for the

same menu or other items and/or from prices available at third-party websites and that such prices may not be the lowest prices at which the menu or other items are sold and may change at any time without notice; (ii) Frevora has no obligation to itemize its costs, profits, or margins when publishing such prices; and (iii) pricing may change at any time, in the discretion of Frevora or the Merchant (depending on which party sets the given price). For certain transactions, the subtotals shown at checkout are estimates that may be higher or lower depending on the final in-store totals. In those situations, Frevora reserves the right to temporarily authorize or place a hold on your payment method for an amount that may be greater than the amount shown at checkout and to charge your payment method the final price after checkout. You are liable for all transaction taxes (other than taxes based on Frevora's income), including sales tax, use tax, goods and services tax, and other transaction taxes if applicable, for services offered by Frevora may charge a service fee based on the order value. If transaction taxes, including sales tax, use tax, goods and services tax, and other transaction taxes, are applicable, Frevora reserves the right to charge you additional amounts on account of such taxes. In the event that the charge to your payment method may incorrectly differ from the total amount, including subtotal, fees, and gratuity, displayed to you at checkout and/or after gratuity is selected, Frevora reserves the right to make an additional charge to your payment method after the initial charge so that the total amount charged is consistent with the total amount displayed to you at checkout and/or after gratuity is selected. All payments will be processed by Frevora and/or its payments processor, using the preferred payment method designated in your account. If your payment details change, you or your card provider may provide us with updated payment details. We may use these new details or details from other payment methods on file in order to help prevent any interruption to your use of the Services. This includes our right to charge any payment method on file if your initial form of preferred payment fails. It is your responsibility to keep your billing information up to date.

(c) Refunds

This Section 12(c)(i) applies to all orders. Charges paid by you for completed and delivered orders, or for orders confirmed by a Merchant, are final and non-refundable. Frevora has no obligation to provide refunds or credits but may grant them gratuitously at Frevora's sole discretion in each case. You may be required to provide identification information and/or a signature upon pick up and/or receipt of certain orders, as communicated at the time you place your order; if you fail to provide the required identification information or signature for such an order, you agree and acknowledge that we will not honor any claim that your order was not delivered and you may be subject to a non-refundable Undeliverable Item Fee.

(d) Promotional Offers and Credits. Frevora, at its sole discretion, may make promotional offers with different features and different pricing to any User. These promotional offers are subject to the terms of this Agreement and may be valid only for certain Users as indicated in the offer. You agree that promotional offers: (i) may only be used by the intended audience, for the intended purpose, and in a lawful manner; (ii) may not be duplicated, sold, or transferred in any manner, or made available to the general public, unless expressly permitted by Frevora; (iii) are subject to the specific terms that Frevora establishes for such promotional offer; (iv) cannot be redeemed for cash or cash equivalent; and (v) are not valid for use after the date indicated in the offer or in Frevora's [Promotional Offers and Credits Terms and Conditions](#), which is, to the extent permitted by applicable law, incorporated in this Agreement by reference. Frevora reserves the right to withhold or deduct credits or benefits obtained through a promotion, or to charge additional amounts that would have applied to the transaction had the promotion not applied, in the event that Frevora determines or believes on reasonable grounds that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or this

Agreement. Where required by law, which may include in the Province of Québec, we will provide you with written notice of any such withholding or deduction, including the reasons which led us to take such action. Frevora reserves the right to modify or cancel an offer at any time.

Frevora's [Promotional Offers and Credits Terms and Conditions](#) apply to all promotional offers. You agree that we may change the [Promotional Offers and Credits Terms and Conditions](#) at any time. Frevora may also offer gratuitous credits, which can be used for the Services; such credits include, without limiting the foregoing, any credits earned through the Frevora consumer referral program (the "**Referral Program**"). The Referral Program is governed by Frevora's [Referral Program Terms and Conditions](#) (the "**Referral Terms**"), which are incorporated herein by reference. You agree that we may change the Referral Terms or terminate the Referral Program at any time. Any credit issued by Frevora under this Section 12(d) is valid for 6 months from the date of issue except to the extent prohibited under applicable law and may not be redeemed for cash or cash equivalent; however, your credits may expire earlier if your account is deactivated or deleted. Upon expiration, credits will be removed from your account. Expired credits are no longer redeemable and cannot be used towards any order. Credits issued to a User's Frevora account may only be used on that respective brand's Services.

(e) **Fees for Services.** Frevora may change the fees that Frevora charges you as we deem necessary or appropriate for our business, including but not limited to Delivery Fees, Service Fees, Small Order Fees, Expanded Range Fees, Regulatory Response Fees, and Surge Fees. Frevora may offer different pricing to customers based on a variety of factors, including but not limited to geographic areas or usage. Frevora may also charge you additional fees as required by law. Further, Frevora may charge Merchants fees on orders that you place through the Services, including commissions and other fees, and may change those Merchant fees as we deem necessary or appropriate for our business or to comply with applicable law. **Frevora may charge you a Service Fee for the convenience of ordering through the Frevora platform. None of the Service Fee, Delivery Fee, Small Order Fee, Surge Fee, or any other fee charged to you by Frevora is for any right to access, install, or use any Technology.**

(h) **Invoice or Other Taxable Supply Information.** A tax invoice (or alternative taxable supply information if and when permitted to be issued under Canada tax law instead of a tax invoice) for Frevora fees will be made available by Frevora to you when Frevora is legally required to do so, or otherwise at Frevora's sole discretion, upon you having submitted a request for a tax invoice (or tax information) at help@frevora.com. You agree that invoices (or alternative taxable supply information) will only be made in electronic form. In accordance with applicable laws, for tax invoices (or alternative taxable supply information) for menu items, you should contact the relevant Merchant(s).

(i) **Checkout Merchants.** Frevora provides certain checkout-related services to third-party merchants outside of the Frevora platform to facilitate the completion of transactions with such merchants ("**Checkout Merchants**"). If you are completing a transaction directly with a Checkout Merchant outside of the Frevora platform and we determine that you are a registered Frevora User, we may share certain information about you, including loyalty or rewards information, engagement status, and/or payment card, payment method, billing, and contact information, with the Checkout Merchant for the purpose of facilitating the transaction. The processing of such information by the Checkout Merchant is subject to the Checkout Merchant's privacy policy, terms of service, and/or other applicable terms. Frevora is not a party to any such transaction and Frevora is not liable or responsible for the Checkout Merchant's processing of your information. Any questions or disputes regarding such transactions or the processing of your information by the Checkout Merchant should be directed to the Checkout Merchant or your payment provider.

14. Arbitration Agreement

THIS SECTION 14 OF THIS AGREEMENT SHALL BE REFERRED TO AS THE “ARBITRATION AGREEMENT.”

Please read this Section 14 carefully. It requires, unless you are a Canada Consumer who resides in the Province of Québec, that any and all claims between you and Frevora be resolved by binding arbitration or in small claims court or tribunal. Arbitration is required if your country of residence enforces arbitration agreements. If you are outside Canada, but attempt to bring a claim in one of those countries, arbitration is required for determination of the threshold issue of whether this Section 14 applies to you, as well as all other threshold determinations, including residency, arbitrability, venue, and applicable law. If your country of residence does not enforce arbitration agreements, the mandatory pre-arbitration dispute resolution and notification and prohibition on class actions or representative proceedings provided below still apply to the extent enforceable by law.

(a) **Scope of Arbitration Agreement.** This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before, on, or after the effective date of this Agreement. You agree that any dispute or claim arising out of or relating in any way to the subject matter of the Agreement, to your access or use of the Services as a User of the Services, to any advertising or marketing communications regarding Frevora or the Services, to any products or services sold or distributed through the Services that you received as a User of our Services, or to any aspect of your relationship or transactions with Frevora as a User of our Services (this includes, without limitation, any contract claim, tort claim, statutory claim, or claim for unfair competition), will be resolved by binding arbitration, rather than in court, except as otherwise required by law—such as individual claims for sexual assault or sexual harassment arising from use of the Services by United States Consumers—or as otherwise provided in this Arbitration Agreement. In addition, to the extent permitted by applicable law, either you or Frevora may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). Either you or Frevora may also, to the extent permitted by applicable law, apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this paragraph may be rendered ineffectual.

CASES HAVE BEEN FILED AGAINST FREVORA—AND OTHERS MAY BE FILED IN THE FUTURE—THAT ATTEMPT TO ASSERT CLASS ACTION CLAIMS, AND BY ACCEPTING THIS ARBITRATION AGREEMENT YOU ELECT NOT TO PARTICIPATE IN SUCH CASES.

IF YOU AGREE TO ARBITRATION WITH FREVORA, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY SUCH CLASS, COLLECTIVE, AND/OR REPRESENTATIVE LAWSUIT. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST FREVORA IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR.

(b) **Informal Resolution.** You and Frevora agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost, and mutually beneficial outcome. You and Frevora therefore agree that, before either you or Frevora demands or attempts to commence arbitration against the other, we will personally meet and confer, via telephone or videoconference, in a good-faith effort to resolve informally any claim covered by this mutual Arbitration Agreement. For sake of clarification only, the informal dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration; multiple

individuals initiating claims cannot participate in the same informal telephonic dispute resolution conference, unless mutually agreed to by the parties. If you are represented by counsel, your counsel may participate in the conference, but you shall also fully participate in the conference. The party initiating the claim must give notice to the other party in writing of their intent to initiate an informal dispute resolution conference, which shall occur within 60 days after the other party receives such notice, unless an extension is mutually agreed upon by the parties. To notify Frevora that you intend to initiate an informal dispute resolution conference, email help@frevora.com, providing your name, telephone number associated with your Frevora account (if any), the email address associated with your Frevora account, and a description of your claim. Frevora may then send you an Informal Dispute Resolution Conference Request form, which you must fill out completely to initiate the informal dispute resolution conference. In the interval between the party receiving such notice and the informal dispute resolution conference, the parties shall be free to attempt to resolve the initiating party's claims. Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

(c) Arbitration Rules and Forum

Canada Consumers Only (Except Those who Reside in the Province of Québec). To the extent permitted by applicable law, this Arbitration Agreement is governed by the domestic arbitration act in the province in which you reside and ADR Institute of Canada, Inc.'s Arbitration Rules (<https://adric.ca/case-administration-services/>) ("**ADRIC Rules**") as applicable, in all respects except as otherwise expressly agreed herein. Before a party may begin an arbitration proceeding, that party must send notice of an intent to initiate arbitration and certify completion of the informal dispute resolution conference pursuant to Section 14(b). If this notice is being sent to Frevora, it must be sent by email to the counsel who represented Frevora in the informal dispute resolution process, or if there was no such counsel, then by mail to General Counsel, Frevora at 25 Cole Street, #1908, Toronto, M5A4M3 Canada; and help@frevora.com. Arbitration demands shall be filed with ADR Institute of Canada, Inc. ("**ADRIC**") and shall be submitted in accordance with the ADRIC Rules and must include: (A) the name, telephone number, mailing address, and email address of the party seeking arbitration; (B) a statement of the legal claims being asserted and the factual bases of those claims; (C) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy (any request for injunctive relief or attorneys' fees shall not count toward the calculation of the amount in controversy unless such injunctive relief seeks the payment of money); and (D) the signature of the party seeking arbitration. Your demand for arbitration must also be delivered to General Counsel, Frevora at 25 Cole Street, #1908, Toronto, M5A4M3 Canada; and help@frevora.com. Notwithstanding anything to the contrary in the ADRIC Rules, the arbitration shall be heard by a single arbitrator (selected in accordance with the ADRIC Rules), who shall be a lawyer or former judge. The seat of the arbitration shall be the capital city of the province of your primary residence as of the effective date of this Agreement. However, at your request, the arbitration hearing may take place at a location that is within 45 kilometres of your primary residence as of the effective date of this Agreement. The parties agree that the arbitration may proceed virtually, and the arbitrator has the discretion to order a virtual arbitration at the request of either party. Unless applicable law provides otherwise, you and Frevora shall pay equal shares of the applicable filing fees and other similar and usual administrative costs, as are common to both court and administrative proceedings. Frevora shall pay any additional costs uniquely associated with arbitration, such as payment of the costs of ADRIC and the Arbitrator, as well as room rental or technical assistance required to support a virtual arbitration. The current fee schedule under the ADRIC Rules is available at the following link: <https://adric.ca/case-administration-services/>. If ADRIC is not available to arbitrate, the parties will mutually select an alternative arbitral forum.

(d) **Arbitrator Powers.** The arbitrator, and not any federal, state, provincial, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable, to the extent permitted by applicable law except with respect to Section 14(f) below (Waiver of Class, Consolidated, and Representative Actions; Waiver of Public Injunctive Relief), the enforceability of which can only be determined by a court. All disputes regarding the payment of arbitrator or arbitration-organization fees, including the timing of such payments and remedies for nonpayment, shall be determined exclusively by an arbitrator, and not by any court or arbitration administrator. The arbitration will decide the rights and liabilities, if any, of you and Frevora. Except as expressly agreed to in Section 14(g) of this Agreement, the arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator may issue orders (including subpoenas to third parties, to the extent permitted by law) allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes. For example, the arbitrator shall preclude oral discovery of either party's current or former high-level officers absent a showing that the officer has unique, personal knowledge of discoverable information and less burdensome discovery methods have been exhausted. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award, on an individual basis, monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including this Arbitration Agreement). The arbitrator will issue a written statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The award shall be binding only among the parties and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. The arbitrator shall follow the applicable law. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The arbitrator's decision is final and binding on you and Frevora.

(e) **Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND FREVORA WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL. You and Frevora are instead electing to have all disputes resolved by arbitration, except as specified in Section 14(a) above. There is no judge or jury in arbitration, and court review of an arbitration award is limited.

(f) **Waiver of Class, Consolidated, and Representative Actions; Waiver of Public Injunctive Relief (United States, Canada, and New Zealand Consumers Only).** YOU AND FREVORA AGREE TO WAIVE ANY RIGHT TO RESOLVE CLAIMS WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS EXCEPT AS SET FORTH IN SECTION 14(g). CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER EXCEPT AS SET FORTH IN SECTION 14(g). In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) a civil court of competent jurisdiction finds all or part of the Waiver of Class, Consolidated, and Representative Actions is unenforceable, the class, collective, or representative action must be litigated in a civil court of competent jurisdiction, but the portion of the Waiver of Class, Consolidated, and Representative Actions that is enforceable shall be enforced in arbitration. The portion of such dispute proceeding in court shall be stayed pending the conclusion of the arbitration. Notwithstanding any other provision in this Agreement, any claim that all or part of the waivers set forth in Section 14(f) is unenforceable, unconscionable, void, or voidable may be

determined only by a court of competent jurisdiction and not by an arbitrator. This provision does not prevent you or Frevora from settling claims on a class, collective, or representative basis.

(g) **Batch Arbitrations.** To the extent permitted by applicable law, to increase efficiency of resolution, in the event 100 or more similar arbitration demands against Frevora, presented by or with the assistance or involvement of the same law firm or organization, are submitted to an arbitration provider selected in accordance with the rules described above within a 30-day period: (A) the parties shall cooperate to group the arbitration demands into randomized batches of no more than 100 demands per batch (plus, to the extent there are fewer than 100 arbitration demands left over after the batching described above, a final batch consisting of the remaining demands); (B) claimants' counsel shall organize and present the batched demands to the arbitration provider in a format as directed by the arbitration provider; (C) the arbitration provider shall provide for resolution of each batch as a single arbitration with one set of filing and administrative fees and one arbitrator assigned per batch; and (D) the arbitration provider shall send one set of disclosures per batch and will set up one Arbitration Management Conference per batch. You agree to cooperate in good faith with Frevora and the arbitration provider to implement such a batch approach to resolution and fees. Disagreements over the applicability of this batch arbitration process will be settled in a single, consolidated arbitration proceeding that includes all affected parties and is resolved by a single arbitrator subject to the requirements of this Section 14(g). Notwithstanding any provision in the Agreement to the contrary, batch arbitrations shall take place in Toronto, Ontario or, if the parties prefer, by video conference. The parties may also agree to conducting arbitration based on written submissions alone.

(h) **Opt Out.** Frevora's updates to these Terms and Conditions do not provide a new opportunity to opt out of the Arbitration Agreement for customers or Users who had previously agreed to a version of Frevora's or Caviar's Terms and Conditions and did not validly opt out of arbitration. Frevora will continue to honor the valid opt outs of customers or Users who validly opted out of the Arbitration Agreement in a prior version of the Terms and Conditions. If you are a customer or User who creates a Frevora or Caviar account for the first time on or after the effective date of these Terms and Conditions, you may opt out of this Arbitration Agreement. If you do so, neither you nor Frevora can force the other to arbitrate as a result of this Agreement. To opt out, you must notify Frevora in writing no later than 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Frevora username (if any), the email address you currently use to access your Frevora account (if you have one), and a CLEAR statement that you want to opt out of this Arbitration Agreement. You must send your opt-out notice to help@frevora.com. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may have entered into with us or may enter into in the future with us.

(i) **No Effect on Independent Contractor Agreement.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS AGREEMENT SHALL SUPERSEDE, AMEND, OR MODIFY THE TERMS OF ANY SEPARATE AGREEMENT(S) BETWEEN YOU AND FREVORA RELATING TO YOUR WORK AS AN EMPLOYEE OR INDEPENDENT CONTRACTOR, INCLUDING WITHOUT LIMITATION, ANY INDEPENDENT CONTRACTOR AGREEMENT GOVERNING YOUR SERVICES AS A CONTRACTOR. FOR THE AVOIDANCE OF DOUBT, IF YOU ARE A CONTRACTOR, OPTING OUT OF THE ARBITRATION AGREEMENT SET FORTH IN SECTION 14 HAS NO EFFECT ON YOUR AGREEMENT TO ARBITRATE DISPUTES COVERED BY YOUR INDEPENDENT CONTRACTOR AGREEMENT WITH FREVORA.

(j) **Survival.** This Arbitration Agreement will survive any termination of your relationship with Frevora.

(k) **Modification.** Notwithstanding any provision in the Agreement to the contrary, we agree that if Frevora makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to Frevora.

(l) **Entire Agreement; Severability.** This Arbitration Agreement is the full and complete agreement relating to the formal resolution of disputes covered by this Arbitration Agreement. In the event any portion of this Arbitration Agreement is deemed unenforceable, the remainder of this Arbitration Agreement will be enforceable.

15. Third-Party Interactions

(a) **Third-Party Websites, Applications, and Advertisements.** The Services may contain links to third-party websites ("**Third-Party Websites**"), applications ("**Third-Party Applications**"), and advertisements ("**Third-Party Advertisements**") (collectively, "**Third-Party Websites and Advertisements**"). When you click or tap on a link to a Third-Party Website, Third-Party Application, or Third-Party Advertisement, Frevora will not warn you that you have left Frevora's website or Services and will not warn you that you are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites and Advertisements are not under the control of Frevora. Frevora is not responsible for any Third-Party Websites and Advertisements. Frevora provides links to these Third-Party Websites and Advertisements only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third-Party Websites and Advertisements or their products or services. You use all links in Third-Party Websites and Advertisements at your own risk. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

(b) **App Stores.** You acknowledge and agree that the availability of the Technology and the Services is dependent on the third party from which you received the application license, such as the Apple or Android app store (each, an "**App Store**"). You acknowledge and agree that this Agreement is between you and Frevora and not with the App Store. Frevora, not the App Store, is solely responsible for the Technology and the Services, including the mobile application(s), the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (for example, product liability, legal compliance, or intellectual property infringement). In order to use the Technology and the Services, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Technology or the Services. You agree to comply with, and your license to use the Technology and the Services is conditioned upon your compliance with, all applicable third-party terms or agreements (for example, the App Store's terms and policies) when using the Technology or the Services. You represent and warrant that you are not located in a country that is subject to a United States Government embargo or similar laws of other countries where applicable, or that has been designated by the United States or Canadian Government as a "terrorist supporting" country, and you represent and warrant that you are not listed on any United States or Canadian Government list of prohibited or restricted parties. You acknowledge and agree that each App Store (and its affiliates) is an intended third-party beneficiary of this Agreement and has the right to enforce the terms and conditions of this Agreement.

16. Indemnification

To the extent permitted by law, you agree to indemnify and hold harmless Frevora and its officers, directors, employees, agents, and affiliates (each, an "**Indemnified Party**") from and against any losses, claims, actions, costs, damages, penalties, fines, and expenses, including without limitation,

legal and/or attorneys' fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to, or resulting from (a) your User Content; (b) your misuse of the Technology or Services; (c) your breach of this Agreement or any representation, warranty, condition, or covenant in this Agreement; or (d) your violation of any applicable laws, rules, or regulations through or related to the use of the Technology or Services. In the event of any claim, allegation, suit, or proceeding alleging any matter potentially covered by the agreements in this Section 17, you agree to pay for the defense of the Indemnified Party, including reasonable costs and legal and/or attorneys' fees incurred by the Indemnified Party. Frevora reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Frevora in asserting any available defenses. This Section 17 does not require you to indemnify any Indemnified Party for any unconscionable commercial practice by such party, or for such party's negligence, fraud, deception, false promise, misrepresentation or concealment, suppression, or omission of any material fact in connection with the Technology or Services. You agree that the provisions of this Section 17 will survive any termination of your account, this Agreement, or your access to the Technology and/or Services.

17. Disclaimer of Warranties

CANADA FEDERAL LAW AND SOME STATES, PROVINCES, AND OTHER JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, SO SOME OF THE EXCLUSIONS IN THIS SECTION 18 MAY NOT APPLY TO YOU. SECTION 18 APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE TECHNOLOGY AND SERVICES IS ENTIRELY AT YOUR OWN RISK. CHANGES ARE PERIODICALLY MADE TO THE TECHNOLOGY AND SERVICES AND MAY BE MADE AT ANY TIME WITHOUT NOTICE TO YOU. FREVORA WILL USE REASONABLE ENDEAVORS TO ENSURE THE TECHNOLOGY AND SERVICES ARE AVAILABLE AS MUCH OF THE TIME AS POSSIBLE, BUT DOES NOT GUARANTEE THEY WILL BE AVAILABLE ALL OF THE TIME. THE TECHNOLOGY AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT GUARANTEES, WARRANTIES, OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, GUARANTEES, WARRANTIES, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR OR GENERAL PURPOSE, AND NON-INFRINGEMENT. FREVORA MAKES NO WARRANTIES, CONDITIONS, OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE CONTENT MADE AVAILABLE THROUGH THE TECHNOLOGY OR SERVICES, OR THE SERVICES, TECHNOLOGY, TEXT, GRAPHICS, OR LINKS.

FREVORA DOES NOT WARRANT THAT THE TECHNOLOGY OR SERVICES WILL OPERATE ERROR-FREE OR THAT THE TECHNOLOGY OR SERVICES ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL MALWARE. IF YOUR USE OF THE TECHNOLOGY OR SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, FREVORA SHALL NOT BE RESPONSIBLE FOR THOSE ECONOMIC COSTS.

18. Internet Delays

The Technology and Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Except as otherwise required by applicable law and subject to the Non-Excludable Provisions, Frevora is not responsible for any delays, delivery failures, damage, loss, injury, or other economic damage resulting from such problems.

19. Breach and Limitation of Liability

This Section 20 applies to the fullest extent permitted by applicable law, and some provisions in this Section 20 may not apply in certain jurisdictions.

This Section 20(a) applies to all Canada Consumers. You understand and agree that a key element of the Services and this Agreement is your and our mutual desire to keep the Services simple and efficient and to provide the Technology and Services at low cost. You understand and agree to the limitations on remedies and liabilities set forth in this Section 20(a) to keep the Technology and Services simple and efficient, and costs low, for all Users.

(i) **Cap on Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FREVORA'S AGGREGATE LIABILITY SHALL NOT EXCEED THE GREATER OF AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU TO FREVORA IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS CAP ON LIABILITY SHALL APPLY FULLY TO RESIDENTS OF THE STATE OF NEW JERSEY IN THE UNITED STATES.

(ii) **Disclaimer of Certain Damages.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FREVORA SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, AND LOSS OF DATA, REVENUE, USE, AND ECONOMIC ADVANTAGE). **THE FOREGOING DISCLAIMER OF PUNITIVE AND EXEMPLARY DAMAGES, AND THE ENTIRE DISCLAIMER OF DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE, OR FOR ANY INJURY CAUSED BY FREVORA'S FRAUD OR FRAUDULENT MISREPRESENTATION, SHALL NOT APPLY TO USERS WHO RESIDE IN THE THE PROVINCE OF QUÉBEC IN CANADA.**

20. Exclusive Venue

Canada Consumers. If you are a Canada Consumer, except where prohibited by applicable law (which includes the Province of Québec), to the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Frevora agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the Superior Court of Justice or Federal Court of Canada residing in Toronto, Ontario.

21. Termination

If you violate this Agreement, Frevora may respond based on a number of factors including, but not limited to, the egregiousness of your actions and whether a pattern of harmful behavior exists.

In addition, at its sole discretion, Frevora may modify or discontinue the Technology or Services, or may modify, suspend, or terminate your access to the Technology or the Services, for any reason, with or without notice to you and without liability to you or any third party. Where required by law, which may include in the Province of Québec, we will provide you with written notice of the suspension or termination of your access to the Technology or the Services, including of the reasons which led us to take such action. In addition to suspending or terminating your access to the Technology or the Services, Frevora reserves the right to take appropriate legal action, including without limitation, pursuing civil, criminal, or injunctive redress. Even after your right to use the

Technology or the Services is terminated, this Agreement will remain enforceable against you. All provisions which by their nature should survive to give effect to those provisions shall survive the termination of this Agreement.

22. Procedure for Making Claims of Copyright Infringement

It is Frevora's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to Frevora by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the specific location on the Services of the material that you claim is infringing, including enough information to allow Frevora to locate the material; (d) your address, telephone number, and email address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. This notice of a copyright infringement claim should be sent to Frevora's Copyright Agent at the address set forth below, based on the country in which the copyright owner primarily resides or was formed:

- **Canada:** General Counsel, Frevora, Inc., 25 Cole Street, Toronto, M5A4M3 Canada

23. General

(a) **No Joint Venture or Partnership.** No joint venture, partnership, employment, or agency relationship exists between you, Frevora, or any third-party provider as a result of this Agreement or use of the Technology or Services.

(b) **Choice of Law.** Without giving effect to any principles that provide for the application of the law of any other jurisdiction, this Agreement is governed by the laws of: (i) for United States Orders, the State of Delaware consistent with the Federal Arbitration Act; (ii) for Canada Orders, and except where prohibited by applicable law (which includes the Province of Québec), the Province of Ontario and the laws of Canada applicable therein; (iii) for Australia Orders, the State of Victoria, Australia; and (iv) for New Zealand Orders, New Zealand.

(c) **Severability.** Except as otherwise provided in this Agreement, if any provision of this Agreement is found to be invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

(d) **Consumer Complaints.** If you have a complaint about the Services, please email us at help@frevora.com.

(e) **Accessing and Downloading the Application from the Apple App Store.** The following applies to any Technology accessed through or downloaded from the Apple App Store (an "**App Store Sourced Application**"):

(i) You acknowledge and agree that (A) the Agreement is concluded between you and Frevora only, and not Apple; and (B) Frevora, not Apple, is solely responsible for the App Store Sourced

Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

(ii) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

(iii) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App Store Sourced Application to you and to the fullest extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Frevora and Apple, any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty or condition will be the sole responsibility of Frevora.

(iv) You and Frevora acknowledge that, as between Frevora and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (A) product liability claims; (B) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (C) claims arising under consumer protection or similar legislation.

(v) You and Frevora acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Frevora and Apple, Frevora, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

(vi) You and Frevora acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

(vii) Without limiting any other terms of this Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

(f) **Notice.** Where Frevora requires that you provide an email address, you are responsible for providing Frevora with your most current email address. In the event that the last email address you provided to Frevora is not valid, or for any reason is not capable of delivering to you any notices required or permitted by this Agreement, Frevora's dispatch of the email containing such notice will nonetheless constitute effective notice. You agree that all agreements, notices, disclosures, payment or renewal notifications, and other communications that Frevora provides to you electronically (such as through email or posting through the Services, including in your Frevora account) satisfy any legal requirement that such communications be in writing or be delivered in a particular manner. You agree that you have the ability to store such electronic communications such that they remain accessible to you in an unchanged form. You may give notice to Frevora by emailing us at help@frevora.com and initiating a chat with us. Such notice shall be deemed given on the next business day after such notice is actually received by Frevora.

(g) **Transfer and Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Frevora without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. This Agreement binds and inures to the benefit of each party and the party's successors and permitted assigns.

(h) **Currency.** Unless otherwise indicated, all prices and other amounts displayed through the Services are in the currency of the jurisdiction where delivery or pickup occurs.

(i) **Use Only Where Legally Allowed.** You shall not access or use any portion of the Services if you are not legally allowed to do so where you are located.

(j) **Subcontracting.** Frevora may subcontract any of its obligations under this Agreement without your prior written consent.

(k) **Variation of Websites or Technology.** We may from time to time vary, modify, or discontinue, temporarily or permanently, any or all of our websites or the Technology.

(l) **Language Versions.** You acknowledge and agree that (i) the official language of these Terms is English and French for Canada Consumers who reside in the Province of Québec and English for all other consumers, (ii) any discrepancy or conflict between the official language version and any other language version will be resolved with reference to and by interpreting the official language version, and (iii) any other language version that we may make available is being provided only as a courtesy.

(m) **Entire Agreement.** This Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. However, nothing in this Agreement shall supersede, amend, or modify the terms of any separate agreement(s) between you and Frevora relating to your work as an employee or independent contractor, including, without limitation, any Independent Contractor Agreement governing your efforts as a Contractor.

24. Contact Information

Please email us at help@frevora.com if you have any questions regarding our user terms and conditions.