

## TERMS OF SERVICE

PLEASE READ THIS TERMS OF SERVICE AGREEMENT CAREFULLY AS IT CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN YOU AND THE APPLICABLE CUBBI ENTITY (AS FURTHER DEFINED IN SECTION 1 OF PART I) IN RESPECT OF ACCESS AND USE OF CUBBI'S WEBSITE LOCATED AT <https://www.cub.bi> & <https://www.cubbicatering.com>, AND ANY SUBDOMAINS USED IN CONNECTION WITH OR RELATED TO THE SAME AND ANY FUTURE VERSIONS (THE "WEBSITE") AS WELL AS CUBBI MOBILE APPLICATIONS (THE "CUBBI PLATFORM APP")(TOGETHER THE CUBBI PLATFORM APP AND THE WEBSITE CONSTITUTE THE "CUBBI PLATFORM") THESE TERMS OF SERVICE APPLY TO ALL USERS OF THE CUBBI PLATFORM, INCLUDING USERS WHO ARE VENDORS OF GOODS OR PROVIDERS OF COURIER SERVICES TO OTHER USERS OF THE CUBBI PLATFORM, USERS WHO PURCHASE GOODS OR SERVICES THROUGH THE CUBBI PLATFORM, USERS WHO DOWNLOAD THE CUBBI PLATFORM APP AND USERS WHO SIMPLY VIEW THE CONTENT ON OR AVAILABLE THROUGH THE WEBSITE. YOU MUST HAVE REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION IN ORDER TO PLACE ORDERS THROUGH THE CUBBI PLATFORM AS A CUSTOMER OR TO OPERATE AS A VENDOR OR COURIER (AS SUCH TERMS ARE DEFINED IN SECTION 2 OF PART I). IF YOU ARE USING THE CUBBI PLATFORM ON BEHALF OF ANOTHER PERSON OR A CORPORATE ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH PERSON OR ENTITY TO THESE TERMS OF SERVICE. THE TERM "USER", "YOU" OR "YOUR" REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, ACCESSING OR OTHERWISE USING CUBBI PLATFORM OR THE CUBBI SERVICES. YOU ACKNOWLEDGE AND AGREE THAT THE CUBBI PLATFORM AND THE CUBBI SERVICES ARE MADE AVAILABLE TO FACILITATE THE ORDERING OF FOOD, BEVERAGES OR OTHER PRODUCTS PROVIDED BY VENDORS THAT MAY BE DELIVERED BY COURIERS. YOU UNDERSTAND THAT CUBBI'S TECHNOLOGY AND SERVICES FACILITATE THESE TRANSACTIONS IN CERTAIN JURISDICTIONS ONLY AND THAT CUBBI IS NOT A VENDOR NOR IS CUBBI RESPONSIBLE FOR FULFILLING ORDERS PLACED BY CUSTOMERS WITH VENDORS.

BY ACCESSING, BROWSING AND USING THE CUBBI PLATFORM, YOU INDICATE THAT YOU HAVE READ AND ACCEPT THESE TERMS OF SERVICE. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE, THEN YOU MAY NOT ACCESS OR USE THE CUBBI PLATFORM OR CUBBI SERVICES OR ANY OF THEIR CONTENT OR SERVICES.

IMPORTANT NOTICE: PLEASE BE AWARE THAT SECTIONS 9 AND 10 OF PART I CONTAIN IMPORTANT DISCLAIMERS AND LIMITATIONS OF LIABILITY. IN ADDITION, SECTION 12 OF PART I CONTAINS PROVISIONS GOVERNING HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, IT CONTAINS AN ALTERNATIVE DISPUTE RESOLUTION PROCESS AND 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 YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

THESE TERMS OF SERVICE ARE SUBJECT TO CHANGE BY CUBBI IN ITS SOLE DISCRETION AT ANY TIME TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. When changes are made, Cubbi will make a new copy of the Terms of Service available on the Cubbi Platform. We will also update the "Last Updated" date at the top of the Terms of Service. If we make any material changes, and you have registered with us to create an account we may also send an e-mail to you at the last e-mail address you provided to us pursuant to the Terms of Service. Any changes to the Terms of Service will be effective immediately after posting notice of such changes on the Cubbi Platform. Cubbi may require you to provide consent to the updated Terms of Service in a specified manner before further use of the Cubbi Platform and/or the Cubbi Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Cubbi Platform and/or the Cubbi Services. Otherwise, your continued use of the Cubbi Platform and/or Cubbi Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE CUBBI PLATFORM TO VIEW THE MOST CURRENT TERMS.

### GENERAL TERMS

## Users and Applicable Legal Terms

1. **Definition of Users.** The Cubbi Platform facilitates the ordering by consumers/end users of the Cubbi Platform ("Customers") of food, drinks and other products (collectively "Goods") offered by restaurants and store owners through the platform ("Vendors") and the delivery of such Goods through couriers who are users of the Cubbi Platform (the "Couriers"). Collectively, Customers, Vendors and Couriers constitute "Users" of the Cubbi Platform and these Terms of Service apply to all Users.
2. **Cubbi Privacy Policy.** Please note that important information about Cubbi's practices on the collection, use and disclosure of Users' personal information submitted via the Website or the Cubbi Platform App is governed by our Privacy Policy, the terms of which are incorporated into this Terms of Service.
3. **Additional Terms for Vendors and Couriers.** In addition to these Terms of Service and the Privacy Policy, Vendors and Couriers are subject to additional terms agreed in separate agreements with Cubbi in respect of the goods/services offered by such Users. In the event of any conflict between these Terms of Services and the separate agreement you have with Cubbi, the terms of the separate Cubbi agreement will govern.

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4. Additional Terms for Customers. Specific terms on ordering are set out in Part II of these Terms of Service. Vendors may have additional privacy policies or statements which govern their practices in collecting, storing, using and disclosing your Personal Information when you order from them. Please read those additional privacy policies or statements carefully. You hereby represent and warrant to Cubbi that you have familiarized yourself and agree with those privacy policies or statements imposed by any Vendor with whom you elect to deal through the Cubbi Platform.
5. Additional Terms and Conditions for Cubbi Platform App Users. To the extent the other terms and conditions of these Terms of Service are less restrictive than, or otherwise conflict with, the terms and conditions of this Section, the more restrictive or conflicting terms and conditions in this Section apply, but solely with respect to the use of Google Maps services and content, or to the Cubbi Platform App if downloaded from the Apple App Store or the Google Play Store.

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

The following additional terms and conditions apply to you if you are using a Cubbi Platform App. You acknowledge and agree that:

These Terms of Service are entered into between you and Cubbi. Neither Apple, Inc. ("Apple") nor Google, Inc. ("Google") (collectively, the "download service providers") are parties to this Terms of Service agreement nor will they have obligations with respect to the Cubbi Platform App. The applicable Cubbi party not Apple or Google, is solely responsible for the Cubbi Platform App, including any maintenance and support, and the content thereof as set forth hereunder. However, the download service providers, along with their respective subsidiaries, are third-party beneficiaries of these Terms of Service. Upon your acceptance of these Terms of Service, the download service provider used to obtain the Cubbi Platform App will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as a third-party beneficiary. If Cubbi fails to conform to any applicable warranty, you may notify the download service provider used to obtain the Cubbi Platform App and they will refund the purchase price (if any) of the Cubbi Platform App in accordance with their policies, and, to the maximum extent permitted by applicable law, the download service provider used to obtain the Cubbi Platform App will have no other warranty obligation whatsoever with respect to the application and, as between the download service provider used to obtain the Cubbi Platform App and Cubbi, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty is Cubbi's responsibility. You and us both acknowledge that Cubbi, not the download service provider used to obtain the Cubbi Platform App, is responsible for addressing any end-user or third-party claims related to the Cubbi Platform App, including, but not limited to: (a) product liability claims, (b) any claim that the Cubbi Platform App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar law. Further, you and us both acknowledge that, in the event of any third-party claim that the Cubbi Platform App or your possession or use of the Cubbi Platform App infringes on that third party's intellectual property rights, as between Cubbi and the download service provider used to obtain the Cubbi Platform App, the Cubbi Platform App will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

## Cubbi Accounts

1. Accurate Information. You represent and warrant that all information supplied by you on the Cubbi Platform (including information provided by you to create an account for use of the Cubbi Platform (a "Cubbi Account")) or in connection with your use of the Cubbi Services is true, accurate, current and complete.
2. Security of Cubbi Accounts. Any Cubbi Account must be kept secure and you agree that you will not share or disclose your Cubbi Account credentials with anyone. No members of Cubbi will be liable for any loss or damage arising from your failure to safeguarding your Cubbi Account, use a strong password or limit its use to your Cubbi Account. You may browse some of the Cubbi Platform without creating a Cubbi Account.
3. Discretionary Access to Cubbi Accounts. Cubbi reserves the right to deny your request for a Cubbi Account (including usernames) and to disable or terminate access to any Cubbi Account (including usernames) issued to you at any time in Cubbi's sole discretion. If Cubbi disables access to a Cubbi Account issued to you, you will be prevented from accessing the Cubbi Platform or the Cubbi Services, your Cubbi Account details, Orders or other information that is associated with your Cubbi Account.
4. Suspension, Term, Termination and Deletion of Cubbi Accounts. We may suspend or terminate your ability to access the Cubbi Platform, or cease providing you with all or part of the Cubbi Services at any time for any or no reason, including, if we believe: (i) you may have violated these Terms of Service, (ii) you may create risk or possible legal exposure for us; (iii) prolonged inactivity; or (iv) our provision of the Cubbi 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 Cubbi 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 Cubbi in its sole discretion and that no members of Cubbi 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

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materials uploaded by you to the Cubbi Platform. Any suspension or termination of this Agreement by Cubbi will be in addition to any and all other rights and remedies that Cubbi may have.

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

## Licence Access to Cubbi Platform and Permitted Use

1. Subject to your compliance with these Terms of Service, Cubbi hereby grants you a personal, revocable, non-exclusive and non-transferable license to use the Cubbi Platform in accordance with these Terms of Service in the following manner depending on the type of User that you are:
  - i. for Customers, you may use the Cubbi Platform to view menus provided by Vendors, create an account, place orders and pay for Goods (including the delivery of Goods) (each an "Order"). You may also use feedback features of the Cubbi Platform to rate, post comments, rating and reviews on Goods, Vendors and Couriers (as applicable);
  - ii. for Vendors, you may create an account and use the Cubbi Platform to manage the offer and fulfilment of Orders; and
  - iii. for Couriers, you may create an account and use the Cubbi Platform to manage and fulfill requests for deliveries of Orders,

(i)-(iii) constitute the "Permitted Use" as applicable for a specific type of User.

2. Reservation of Rights. Cubbi retains the right, at its sole discretion, to deny access to anyone to the Cubbi Platform or the Cubbi Services, at any time and for any reason (or no reason at all), including, but not limited to, for violation of these Terms of Service or use other than the Permitted Use. You will cease and desist from any such access or use of the Cubbi Platform or Cubbi Services immediately upon request by Cubbi.
3. Geographic Application of the Cubbi Platform. The Cubbi Platform and/or specific services may not be available at all or any times and in all or any jurisdictions. Furthermore, nothing on the Cubbi Platform constitutes an offer or solicitation to buy or sell any product or service to anyone in any jurisdiction in which such an offer or solicitation may be prohibited by law.
4. Changes to the Cubbi Platform. Cubbi reserves the right to change or allow a third party to change any information, material or content (including, but not limited to, price, features, availability of Goods, menus, Vendors, posting and rating/reviews of Vendors) contained on or provided through the Cubbi Platform (the "Content") at any time, and from time to time, without notice. For greater certainty, the Content include the User Content (as defined below).

## No Unlawful or Prohibited Use

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

1. "frame", "mirror" or otherwise incorporate the Cubbi Platform, the Cubbi Services or the Content or any part thereof on any commercial or non-commercial website;
2. access, monitor or copy any part of the Cubbi Platform, the Cubbi Services or the Content using any robot, spider, scraper or other automated means or any manual process for any purpose without Cubbi's express written permission;
3. violate any laws;

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4. violate the restrictions in any robot exclusion headers on the Content or the Cubbi Platform or bypass or circumvent other measures employed to prevent or limit access to the Cubbi Services or the Cubbi Platform;
5. remove (or permit anyone else to remove) any watermarks, labels or other legal or proprietary notices included in the Cubbi Platform or the Content;
6. modify or attempt to modify (or permit anyone else to modify or attempt to modify) the Cubbi Platform, or any Vendor menu, including any modification for the purpose of disguising or changing any indications of the ownership or source of the Cubbi Platform;
7. forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted to or through the Cubbi Platform or impersonate another person or organization or misrepresent their affiliation with a person or entity;
8. attempt to, assist, authorize or encourage others to circumvent, disable or defeat any of the security features or components, such as digital rights management software or encryption, that protect the Cubbi Platform or the Cubbi Services;
9. copy, reproduce, modify, translate, distribute, transfer, sell, publish, broadcast, perform, transmit, license or circulate in any form any part of the Cubbi Platform or the Content;
10. license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Cubbi Platform;
11. create derivative works based on the Cubbi Platform, the Cubbi Services or the Content, in whole or in part, or decompile, disassemble, reverse engineer or other exploit any part of the Cubbi Platform, the Cubbi Services or the Content;
12. use of access the Cubbi Platform in a manner that violates the rights (including, but not limited to contractual, intellectual property or proprietary rights) of any third party; or
13. upload to or transmit through the Cubbi Platform any information, images, text, data, media or other content that is offensive, harmful, tortuous, hateful, obscene, defamatory or violates any laws or is otherwise objectionable, in each case as determined by Cubbi in its sole discretion.

## Intellectual Property Terms

### 1. Content and Intellectual Property

- i. **Cubbi Content and Intellectual Property Rights.** The Cubbi Platform and all content contained therein (excluding User Content as defined in Section 6(b) below), is owned or licensed by Cubbi and protected by copyright, trade-mark and other intellectual property laws ("Cubbi Content"). Cubbi expressly reserves all rights in the Cubbi Platform and all materials provided by Cubbi in connection with these Terms of Service that are not specifically granted to you. You acknowledge that all right, title and interest in the Cubbi Platform, all materials provided by Cubbi in connection with these Terms of Service (including the Cubbi Content), and any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Cubbi (or third party suppliers or licensors, if applicable), and that the Cubbi Platform and all materials provided by Cubbi hereunder are licensed and not "sold" to you.
- ii. **User Content.** All information, data, text, software, music, sound, photographs, graphics, video, messages or other materials, whether publicly posted or privately transmitted to the Cubbi Platform by Users ("User Content"), is the sole responsibility of such Users. This means that the User, and not members of the Cubbi , are entirely responsible for all such material uploaded, posted, emailed, transmitted or otherwise made available on the Cubbi Platform. Cubbi may monitor User Content from time to time but Cubbi does not guarantee the accuracy, integrity or quality of such content. Under no circumstances will any members of Cubbi 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 Cubbi Platform. To the extent your User Content contains any personally identifiable information, that data is handled in accordance with the Cubbi Privacy Policy and all other User Content will be considered non-confidential.
- iii. **User-Related Content.** Cubbi may collect data, information, records, files, material or other content from your local computer (including mobile) system or from third-parties with your permission, and (in

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each case) including all results from processing such data, including compilations, and derivative works thereof ("User-Related Content"). You grant to Cubbi a perpetual, transferrable, irrevocable, royalty-free, worldwide and sublicensable license to access, collect, store and use any such User-Related Content. To the extent your User-Related Content contains any personally identifiable information, that data is handled in accordance with the Cubbi Privacy Policy. User-Related Content is not considered confidential or proprietary.

2. **User Content License to Cubbi.** By submitting, posting or displaying User Content on or through the Cubbi Platform or otherwise to Cubbi, you grant Cubbi, a worldwide, non-exclusive, royalty-free, perpetual, transferable, and fully sublicensable right to use, refrain from using, remove, reproduce, modify, edit, copy, adapt, publish, translate, create derivative works from, distribute, transmit, perform display and otherwise use User Content, in whole or in part. You further grant Cubbi the right (although Cubbi does not have the obligation) to pursue at law any person or entity that violates your or Cubbi'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, Cubbi has no obligation to post or display any User Content on the Cubbi Platform.
3. **Use of Cubbi Content and User Content by other Users.** You may only use Cubbi Content and other Users Content (eg. menus provided by Vendors) for the applicable Permitted Use. If you print extracts from the Cubbi 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.
4. **Terms on Submissions/Feedback and Other User Content**
  - i. **Creating Submissions and Other User Content.** Through the capabilities of the Cubbi Platform you may be able to provide ratings/reviews, suggestions or other feedback ("Submissions"). Submissions are a subset of User Content. In creating and posting any Submissions (or other User Content) you represent and warrant that you will not post or transmit to or from the Cubbi Platform any material or content which does or may:
    1. Breach any applicable local, national or international law;
    2. Be unlawful or fraudulent;
    3. Amount to unauthorised advertising;
    4. Contain any defamatory, obscene or offensive material;
    5. Promote violence or discrimination;
    6. Infringe the intellectual property rights of another person;
    7. Breach any legal duty owed to a third party (such as a duty of confidence);
    8. Promote illegal activity or invade another's privacy;
    9. Give the impression that they originate from us; or
    10. Be used to impersonate another person or to misrepresent your affiliation with another person.

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

- ii. **Status of Submissions on the Cubbi Platform.** We reserve the right to remove or edit at any time any Submissions or other User Content posted, uploaded or transmitted to the Cubbi Platform that we determine breaches the restrictions in Section 6(d)(i) above or is otherwise objectionable or may expose us or any third parties to any harm or liability of any type, or for any reason. Any Submissions on the Cubbi Platform is for information purposes only and does not constitute advice from us or the opinions of anyone within Cubbi. User Content may reflect the opinions of Customers who have

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ordered through the Cubbi Platform and any statements, advice or opinions provided by such persons are theirs only. Accordingly, to the fullest extent permitted by law, no members of Cubbi assume any responsibility or liability to any person for any User Content, including without limitation any mistakes, defamation, obscenity, omissions or falsehoods that you may encounter in any such materials.

iii. **Public Display of Submissions.** You acknowledge that Cubbi may choose to provide attribution of your Submissions (for example, listing a date, User's name and city on a User's rating/review that you submit) at Cubbi's discretion, and that such User Content may be visible to other Users and visitors to the Cubbi Platform. By providing a rating/review you acknowledge and consent to us using your given name in association with the rating/review. All ratings/reviews that we receive may be moderated before we publish them. We may do this to make sure that ratings/reviews fit our content guidelines.

5. **Note on Privacy.** If you access any Person Information through or in connection with the Cubbi Platform you agree that you will treat such Personal Information in accordance with Cubbi'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.

### 2. Advertising and Third Party Websites

i. If you elect to have any business dealings with anyone whose products or services may be advertised on the Cubbi Platform, you acknowledge and agree that such dealings are solely between you and such advertiser and you further acknowledge and agree that no member of Cubbi will have any responsibility or liability for any losses or damages that you may incur as a result of any such dealings.

ii. The Cubbi Platform may provide links to third party websites and such links are provided solely for your convenience. Third party websites: Links to third party websites on the Cubbi Platform are provided solely for your convenience. If you use these links, you leave the Cubbi 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). We do 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 Cubbi Platform, you do so entirely at your own risk.

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

## Availability and Updates

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

## 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.

1. **Content:** While we try to ensure that information on the Cubbi Platform is correct, we do not promise it is accurate or complete. We may make changes to the material on the Cubbi Platform including to Goods and prices described on it, at

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any time without notice. The material on the Cubbi Platform may be out of date, and we make no commitment to update that material.

2. Allergy, dietary and other menu information: 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 a dish or any other Menu Information, you should confirm with the Vendor directly before ordering.
3. Vendor actions and omissions: 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. Without limiting the generality of the foregoing, you acknowledge and accept the following by using the Cubbi Platform:
  - i. We do not give any undertaking that the Goods ordered from any Vendor through the Cubbi Platform will be of satisfactory quality or suitable for your purpose and we disclaim any such warranties.
  - ii. We encourage all Vendors accept all Orders and to communicate any rejection promptly, and we will notify you (generally by email) 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.

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

## NO IMPLIED WARRANTIES; LIMITATIONS OF LIABILITY.

1. NO IMPLIED WARRANTIES. THE CUBBI SERVICES, THE CUBBI PLATFORM AND THE CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, CUBBI DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THE CUBBI SERVICES, CUBBI 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 CUBBI SERVICES, THE CUBBI PLATFORM OR THE CONTENT ARE OR WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.
2. EXCLUSION OF INDIRECT DAMAGES. IN NO EVENT WILL CUBBI OR ANY MEMBER OF CUBBI 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 CUBBI IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO THE USE OF, OR THE INABILITY TO MAKE USE OF, THE CUBBI SERVICES, THE CUBBI PLATFORM OR THE CONTENT.
3. NO RESPONSIBILITY FOR VENDORS. VENDORS OFFERING GOODS OR SERVICES THROUGH THE CUBBI PLATFORM ARE INDEPENDENT PERSONS OR ORGANIZATIONS AND NOT REPRESENTATIVES, AGENTS OR EMPLOYEES OF CUBBI. CUBBI IS THEREFORE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, CONTRACTUAL BREACHES OR NEGLIGENCE OF ANY VENDORS OR FOR

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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.

4. ASSUMPTION OF RISKS. USE OF THE CUBBI PLATFORM AND/OR CUBBI SERVICES CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED REGARDLESS OF THE CARE TAKEN TO AVOID INJURIES. YOU AGREE AND ACKNOWLEDGE THAT THE SPECIFIC RISKS VARY AND CAN INCLUDE BUT ARE NOT LIMITED TO PROPER SEPARATION AND NOT CROSS CONTAMINATING FOODS; CHILLING OR REFRIGERATING FOOD APPROPRIATELY; CLEANING FOODSTUFFS, INSTRUMENTS AND HANDS USED IN AND FOR FOOD STORAGE; FIRE OR GAS HAZARDS.
5. WAIVER. IN CONSIDERATION OF BEING PERMITTED TO USE THE CUBBI PLATFORM AND/OR CUBBI SERVICES WHERE PREPARED FOOD, COOKED, PERISHABLE OR OTHERWISE ARE TRANSPORTED AND CONSUMED, YOU, FOR YOURSELF, YOUR HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, AGENTS, EMPLOYEES AND AFFILIATES, DO HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE CUBBI OR ANY MEMBER OF CUBBI, THEIR AFFILIATES, DIRECT OR INDIRECT, OFFICERS, EMPLOYEES, AND AGENTS FROM LIABILITY FROM ANY AND ALL CLAIMS RESULTING IN PERSONAL INJURY, ACCIDENTS OR ILLNESSES (INCLUDING DEATH), AND PROPERTY LOSS ARISING FROM, BUT NOT LIMITED TO, USAGE OF THE CUBBI PLATFORM AND/OR CUBBI SERVICES.
6. LIMITATION OF LIABILITY. TO THE EXTENT THAT THE FOREGOING LIMITATIONS DO NOT APPLY, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF CUBBI IN CONNECTION WITH OR UNDER THESE TERMS OF SERVICE, INCLUDING IN CONNECTION WITH YOUR USE OF, OR INABILITY TO MAKE USE OF, THE CUBBI SERVICES, THE CUBBI 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.
7. 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 Cubbi Platform, including without limitation costs relating to the servicing, repair or adaptation of any equipment, software or data that you may own, lease, license or otherwise use.

THE LIMITATIONS ABOVE REFLECTS A FAIR ALLOCATION OF RISK BUT FOR WHICH CUBBI WOULD NOT MAKE THE CUBBI PLATFORM AND/OR CUBBI 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.

## Indemnification

You agree to defend, indemnify and hold harmless Cubbi, 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:

1. your breach of these Terms of Service or any documents referenced herein;
2. your violation of any law or the rights of a third party (including, without limitation, intellectual property rights);
3. 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

Cubbi 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 Cubbi.

## Governing Law and Dispute Resolution

1. Governing Law. These Terms of Service will be governed by the laws of the Province of Saskatchewan, unless you access the Cubbi Platform or receive the Cubbi Services in Quebec, in which case the laws of the Province of Quebec apply to the extent of such access or use of the Cubbi Services, and the federal laws of Canada applicable therein. These laws apply to your access to or use of the, the Cubbi Platform, the Cubbi Services or the Content, notwithstanding your domicile, residency or physical location. The Cubbi Platform, the Cubbi Services and the Content are intended for use only in jurisdictions where they may lawfully be offered for use.
2. Dispute Resolution Process.



## TERMS OF SERVICE

- i. Except to the extent restricted by applicable law, if there is any dispute or controversy between (1) you and (2) Cubbi or any members of Cubbi, including any dispute or controversy arising out of or relating to these Terms of Service, the Cubbi Platform or Cubbi Services, any interactions or transactions between (1) you and (2) Cubbi or any members of Cubbi, or in respect of any legal relationship associated with or derived from these Terms of Service, including the validity, existence, breach, termination, construction or application, or the rights, duties or obligations of you or us, (each, a "Dispute"), the disputing person will serve notice on the other person and each you and us must use good faith efforts to resolve the Dispute informally.
- ii. Except to the extent restricted by applicable law, if the Dispute is not resolved after twenty (20) business days of a person serving notice on the other party that there is a Dispute, you and us agree that the Dispute will be finally resolved by confidential arbitration before a single arbitrator in accordance with the Arbitration Rules of the ADR Institute of Canada, Inc. The seat of the arbitration will be Saskatchewan or wherever convenient or necessary acting reasonably. There will be no appeals of any kind. The language of the arbitration will be English unless otherwise required by applicable law or agreed to by you and us. Cubbi will pay the reasonable arbitration costs.
- iii. Except to the extent restricted by applicable law, you and us agree that you and us will resolve any Dispute on an individual basis. Any claim you may have must be brought individually, in your individual capacity and not as a representative plaintiff or class member, and you will not join such claim with claims of any other person or entity, or bring, join or participate in a class action lawsuit, collective or representative proceeding of any kind (existing or future) against any members of the Cubbi.
- iv. Nothing in this Section will prohibit us from seeking interim measures from a court, including preliminary or injunctive relief of breach of you of any intellectual property rights.

## Miscellaneous

1. Interpretation. Unless the context clearly requires otherwise, (a) references to the plural include the singular, the singular the plural, the part the whole, (b) references to any gender include all genders, (c) "including" has the inclusive meaning frequently identified with the phrase "but not limited to" and (d) references to "hereunder" or "herein" relate to this Agreement. The section headings in this Agreement are for reference and convenience only and shall not be considered in the interpretation of these Terms of Service.
2. Entire Agreement. If you are a Customer, these Terms of Service, the Privacy Policy and any documents incorporated by reference herein constitute the entire agreement between Cubbi and you pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Cubbi with respect to the Cubbi Platform. A printed version of these Terms of Service and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
3. Notices. Cubbi may, in its sole discretion, provide any notices to you in connection with these Terms of Service through the Cubbi Platform or by email at the then-current email address for you on file with Cubbi. Cubbi may be contacted in writing at:  
  
Cubbi Technologies Inc.  
#24 1738 Quebec Avenue,  
Saskatoon SK, S7K 1V9  
or  
[maria@cub.bi](mailto:maria@cub.bi)  
Cubbi may change its notice contact information from time to time by posting updated contact details on the Cubbi Platform.
4. No Waiver. Cubbi's failure to insist upon or enforce strict performance of any provision of these Terms of Service will not be construed as a waiver of any provisions or right.
5. Force Majeure. Cubbi will not be liable to you for any failure of or delay in the performance of its obligations under these Terms of Service for the period that such failure or delay is due to causes beyond Cubbi's reasonable control, including but not limited to acts of God, power outages, internet disconnectivity, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.
6. Severability. If any of the provisions contained in these Terms of Service are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, the provision shall be modified by the court and interpreted so as best

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to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

7. **Order of Precedence.** If any of the provisions contained in these Terms of Service conflict with the terms of another agreement between you and us, then these Terms of Service will prevail; provided that, if you are also a Vendor registered on the Cubbi Platform, the terms applicable to the Vendor agreement will govern your relationship with Cubbi in connection with your use of the Cubbi Platform as a Vendor offering its services.
8. **Language.** These Terms of Services are made available in English and in French for French speaking Users. In the event of a conflict between this English language version of the Terms of the Cubbi Services and the French language version of the Terms of Service, this English language version shall prevail except for users in Quebec for whom the French language version will prevail. En cas d'incompatibilité entre la présente version anglaise des conditions du site et sa version française, cette version anglaise prévaudra.
9. **Assignment.** You may not transfer any of your rights or obligations under these Terms of Service without our prior written consent. We may transfer any of our rights or obligations under these Terms of Service without your prior written consent to any of our affiliates or any business that we enter into a joint venture with, purchase or are sold to.

## ORDERING TERMS

### 1. Access, Cubbi Services and Products

Through the Cubbi Platform you may place orders for Goods from Vendors, you may receive delivery of the Goods and Cubbi may provide customer care support between you, Couriers and Vendors (these services and associated services such as order management, payment processing for Orders and provision of access to the Cubbi Platform provided by Cubbi from time to time are the "Cubbi Services"). For avoidance of doubt, Cubbi does not prepare or fulfil any orders for Goods and no members of Cubbi will be liable for any transactions between Customers or Vendors. Cubbi may provide products or services to Couriers or Vendors through a separate agreement executed with such parties. Menus and other Vendor-related information on the Cubbi Platform is content provided by the Vendor and not Cubbi.

### 2. Cubbi Customer Account

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

### 3. Placing Orders

- i. Once you have created your Cubbi 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. At this time you will have the opportunity to review your cart items. After you review and confirm that the items in your cart are correct, you may proceed to place your Order, provide your payment card information or select the cash payment option, if available, and an Order will be created and sent to the Vendor. You are responsible to ensure that all of your Order details, including billing, delivery address and other information is current, complete and accurate. Your payment card will be charged when you place your Order if the Order is a Card Order (as defined in section 6(b)). Once you have placed your Order, you will not be entitled to change or cancel your Order and you will not be entitled to a refund (except where required by law). Notwithstanding that you are not entitled as of right to change or cancel your Order or be entitled to a refund (except where prohibited by law), if you wish to amend or cancel your Order for a total or partial refund of your Order's price, you must get in touch with Cubbi via chat, email or the Cubbi support phone line at the contact information provided on the Cubbi Platform.
- ii. We encourage Vendors to confirm all Orders and to communicate any inability or unwillingness to confirm promptly, and we will notify you as soon as reasonably practicable if the Vendor does not confirm your Order. Vendor's may have the discretion to not confirm Orders. For Card Orders (as defined in section 6(b) below), Cubbi will provide you with a refund of the price of your Order after communicating to you the non- confirmation or cancellation of your Order by the Vendor.
- iii. Because of standard banking procedures, once you have placed a Card Order and your payment has been authorised, your bank or card issuer will "ring-fence" the full amount of your Order. If your Order is not confirmed by the Vendor or cancelled for any other reason, your bank or card issuer will not transfer the funds for the Order to us, and will instead release the relevant amount back into your available balance. However, this may take a period of typically up to 5 working days (and in some cases up to 30 days, depending on your bank

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or card issuer). You acknowledge and agree that no members of Cubbi nor the relevant Vendor will be responsible or liable to you in relation to this delay by your bank or card issuer in the release of funds back into your account.

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

### 4. Customer Care, Goods Contract, Couriers and Refunds

- i. Cubbi may offer customer care in respect of issues relating to the Vendors and the Couriers. If you have any problems, questions or suggestions with respect to the Cubbi Platform or your Order, please contact Cubbi's customer care team (and not the Vendor or Courier) via chat (preferable), email or phone at the contact information provided on the Cubbi Platform.
- ii. 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 Cubbi Platform. We may act as an 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 CUBBI PLATFORM HAS ANY CONTROL OVER THE QUALITY OF THE GOODS OR SERVICES OFFERED BY VENDORS AND THAT NO MEMBERS OF THE CUBBI PLATFORM 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.
- iii. For Delivery Orders that the Vendor arranges or for which third party couriers provide delivery services, we are not liable for any service or product provided by such couriers.
- iv. Cubbi may provide, in its discretion, the refund or compensation by payment to your payment credit or debit card or providing the Customer with Cubbi Credits (as defined below).

### 1. Payment Processing Services

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

### 2. Price and Payment

1. Goods prices listed on the Cubbi Platform from Vendor in Canada are in Canadian dollars. Good prices may not include applicable tax and delivery charges. Taxes and delivery charges may be added at checkout and will be payable by you along with the Order price.
2. Payment for Orders must be made with an accepted credit or debit card through the Cubbi Platform ("Card Orders") or in certain circumstances may be made by cash directly to the Vendor or courier ("Cash Orders"). If you choose a Cash Order, you must pay the Vendor or courier, as applicable and are liable for failure to do so.
3. For Card Orders, you will be charged at the time of your order delivery. The Cubbi Platform uses the third party payment processors to effect charges onto your debit or credit card. You consent to the collection and use of your information (including, if applicable, personal information) by such payment processing service as necessary to process your payments. We reserve the right to change, or to stop accepting, any permitted payment method at any time in our sole discretion. You agree we may charge your payment card for any order placed and for any additional amounts (including any taxes) as may be applicable in connection with your purchase. You are responsible to ensure that all of your billing information is current, complete, and accurate. We will provide you with an online or emailed billing summary statement which you may review, save, or print at your discretion. This is the only billing statement that will be provided by us.

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4. Cubbi or the Vendor is under no obligation to fulfill your Order at the incorrect price. Prices at the Vendor's Goods in the Vendor's physical location and at the Cubbi Platform may be different. Any such differences will not entitle you to a refund or a reduction in price of your Order.
5. Goods' prices, delivery charges and any other fees are subject to change at any time at Cubbi's or the Vendor's discretion.

## PROMOTIONAL VOUCHERS

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

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