

GENERAL SALES TERMS AND CONDITIONS OF CREACART

This agreement (hereinafter the “**Agreement**”) sets out the terms and conditions (hereinafter “**General Sales Conditions**”) applicable to the sale of the web and mobile application of storage management for restauration professionals (hereinafter the “**Product**”), property of the enterprise Creacart, having its business place at 1-4241 Saint-Denis Street, in the city of Montreal, in the province of Quebec (H2J 2K9), in Canada (hereinafter “**Enterprise**”).

The Enterprise reserves the rights to complete or modify the hereby General Sales Conditions. Any amendment to the hereby terms and conditions will take effect thirty (30) days after the date of the modification of the Agreement. It is recommended to regularly look at these terms and conditions, referring to the last modification date indicated at this end of the last page.

The terms “you” and “yours” are associated with the person who is purchasing, for his/her own use, the Products (hereinafter the “**Purchaser**”, “**Purchaser**” or “**User**”, “**Users**”) from the website or the mobile application (iOS™ or Android™) made available by the Enterprise (hereinafter the “**Platform**”). The Purchaser is the contracting person with the Enterprise and the direct user of the Product.

By using the hereby Platform for the purchase of Products, the Purchaser accept the General Sales Conditions and to be bound by it. You declare to be of legal age to enter into a binding agreement and to accept to be bound by the hereby Agreement. The hereby Agreement announces important information regarding your rights and obligations and the restrictions and exclusions you might be subject to. For more detailed information concerning your rights and obligations, we are suggesting you take note of the laws and regulation applicable to this area.

1. AUTHORIZATION FOR USE OF ELECTRONIC DOCUMENTS

By the hereby Agreement, you consent to exchange documents and information with the Enterprise by email or the internet. You accept that the hereby Agreement (also with every order confirmation from the Enterprise as indicated by article 4) has the same binding effects as a written agreement between you and the Enterprise. You also accept that any subsequent agreement, information, notice and all other communications that we send you electronically satisfy the legal terms of this kind of communication.

2. OTHER DOCUMENTS, AGREEMENTS AND POLICIES

The use of the Platform and the activity of the Enterprise are regulated by different policies. This includes the terms of use of the Enterprise’s website: “<https://creacart.com/website/en/index.html>”, as well as the Privacy Policy (hereafter, the “**Other Policies**”). You declare to have read and understood the Other Policies and you accept therefore to be bound by the hereby terms and conditions. Notwithstanding the previous dispositions, the hereby Agreement has presence over the terms and conditions in the Other Policies. If the hereby Agreement and the Other Policies are incompatible, the dispositions in the Agreement are binding and have presence over the Other Policies.

3. PRODUCT

The characteristics of the Product offered by the Enterprise are defined on the Platform. The price of the Product as well as all other modalities are also defined in the Terms of Use. The posting of this information on the Platform is authoritative, but the Enterprise reserves the right to modify this information at its convenience, in compliance with applicable legal and regulatory.

4. ORDER

When a Purchaser orders a Product thanks to the Platform, he or she must approve this order. After having selected the Product on the Platform, a confirmation page will present the Product, Purchaser's name, purchasing price as well as the applicable taxes. When the Purchaser approves the order, this transmitted order stands for an acceptance of the offer made by the Enterprise in the purpose of the buying of the described Product.

After the order, precisions about the time of the subscription are sent in a confirmation email sent to the Purchaser by the Enterprise.

When the order is made through an order form (available on the Platform or through a retailer), the sale is made after the confirmation by the Enterprise of the reception of this order former.

The acceptance of your order by the Enterprise is confirmed by an email transmitted by the Enterprise.

An order does not bound the Enterprise before being entirely paid.

After the confirmation of the order, you will get an invoice by an email or directly by downloading it on the Platform.

If an account turns out to be inactive, it will be deactivated and deleted by the Enterprise, in accordance with the Terms of Use of the Platform.

5. TIME AND CONDITIONS OF SUBSCRIPTION

When ordering a Product, the Purchaser may choose between an annual or monthly subscription.

From the ordering date of the Product's annual subscription, the Purchaser benefit from a two (2) months free-trial period. He or she must provide for his or her payment information, so that the payment can be automatically proceeded to at the end of this free-trial period.

Seven (7) days before the expiration date of the annual or monthly period provided by the subscription, an email will be sent to the Purchaser, informing him or her of the automatic renewal of his or her subscription. The Purchaser who does not want to renew his or her subscription must simply deactivate his or her account on the Platform.

All subscriptions are without engagement, the Purchasers can terminate them at any time, through the Platform. In such situation, the termination will only be effective after the end of the subscription period for which the Purchaser has already paid for. No refund will be allowed to the Purchaser, who will however be authorized to continue to use the Platform until the end of this subscription's period.

6. REGISTRATION, USER NAME AND PASSWORDS

Some of the features available on the Platform require registration. If you choose to register to such functionality, you agree to provide truthful and up-to-date information about yourself as required by the registration process and to provide this information. Update promptly if necessary, to ensure that it remains accurate and complete. You acknowledge that you are responsible for (i) maintaining the confidentiality of any passwords you choose or are assigned to you as a result of your registration; (ii) any activity that takes place under your username or password; and (iii) exit from your account at the end of

each session. In addition, you agree to notify the Enterprise of any unauthorized use of your username or password. In the event that you fail to comply with the obligations set out in this article, the Enterprise is not responsible for any damages

7. ACCOUNT SUSPENSION, ACCESS LIMITATION, TERMINATION

In case the Platform's Users violate this Agreement or the Terms of Use or if the Enterprise has reasons to believe that it is necessary in order to protect its safety or integrity of the others Purchasers or third parties, for fraud prevention purposes or investigation, the Enterprise reserves the right to (i) Prevent the publication or delete any message, advertisement, booking request or any content published by the offending user; (ii) Restrict access and use of the Platform to the offending User; and (iii) Temporarily or permanently suspend the offending User's account.

8. PRICES

All prices are, in the absence of other indications of the contrary, in Canadian dollars and include the GST and QTS taxes.

Although the Enterprise endeavours to provide with the exact price description, there is a risk of mistakes. the Enterprise reserves the right to correct the prices and all the erroneous information, to modify the prices of Products or any other modification of the hereby by Agreement, at all moments, by respecting the legal provisions and regulations and the terms and conditions of the hereby Agreement.

Subject to applicable law, if a price is incorrect, the Enterprise reserves its rights to cancel your order and all the fees charged on your card and the Enterprise will communicate with you in order to proceed with a new order with the adjusted price, or reimburse you according to the legal provisions and regulations and the terms and conditions of the hereby Agreement.

9. TERMS OF PAYMENT

The terms of payment are determined by the Enterprise, in its sole discretion. The payment will be transmitted through a:

- Credit card via Stripe™

The payments have to be accepted and approved by the financial institution providing the credit card. You have to be the legally authorized person to use the credit or debit card which will be maintained (use) for tracking purposes.

The Enterprise ensures that it does not collect any banking and payment information from Purchasers. Purchasers are personally and directly bound by the Terms of use of Stripe™ services used for the payment.

In the case of an order through an ordering form, the Purchaser must pay the Enterprise within the thirty (30) days following the date of the emission of the invoice

10. TRANSFER OF PROPERTY AND RISK OF LOSS

When the Purchaser proceeds with the purchase of the Product, he is granted a non-exclusive right of use on this Product that he can only exercise from the Enterprise's Platform. The Purchaser is granted no right of ownership, which is retained by the Enterprise. Thus, the Product cannot be sold, rented or transferred to a third party by the Purchaser.

11. RETURNS, EXCHANGE AND REFUNDS

Given the nature of the Services, the Enterprise does not provide any return or exchange policy.

In case the Product turns out to be defective because of the Enterprise's responsibility, the Enterprise undertakes to refund the Purchaser for the fees paid for the use of the Product, until its defect. The refund must be asked by the Purchaser, by an email within seven (7) civil days from the observation of the defect.

The Enterprise is not responsible (liable) for any damages or additional charges related to incomplete, bad or unsatisfactory service from the providers and the Enterprise will not refund the Purchaser in such cases. Such situations have to be settled according to the general sales terms and conditions of the Supplier.

For any questions regarding this present Agreement, please send an e-mail at the following address:

E-mail : info@creacart.com or julien.filaire@creacart.com

12. GOVERNING LAW AND TERRITORY

The hereby Platform and its server are both situated (located) in the province of Ontario, Canada. The hereby Agreement has to be interpreted according to the laws applicable in Quebec. The hereby Agreement is considered to be a distance sale contract subject to the law applicable in Quebec, without regard to the conflicts of law principles thereof.

The application of the *United Nations Convention on Contracts for International Sale of Goods* is expressly excluded as well as all other international sale agreements and conventions.

13. DISPUTE RESOLUTION

Subject to applicable laws, any dispute between the Enterprise and the Purchasers will be submitted to the competent courts of the Province of Quebec, District of Montreal, despite the Purchaser's place of residence.

14. TOPICS

Some topics are included in the hereby Agreement in order to facilitate the consultation and have no incidence on the interpretation of the Agreement.

15. APPLICATION

The Parties are legally bound by the hereby Agreement and acknowledge their reciprocal rights and obligations.

16. RELEASE

The Purchaser cannot transfer his rights or/and obligations in regard to the hereby Agreement without the written authorization (consent) of the Enterprise.

17. INTERPRETATION

The clauses are interpreted in the light of other clauses in the hereby Agreement by giving the general meaning used in the hereby Agreement.

18. FRENCH AND ENGLISH LANGUAGE

If a problem of definition or interpretation arises between the English and French versions of this General sales terms and conditions, the French version shall prevail.

19. ENTIRE AGREEMENT

The hereby Agreement and the other Policies included by referral or by specific indications, constitute the entire (totality of the) Agreement between the Purchaser and the Enterprise relative to the sale, the use of the Platform and the transactions on the Platform. The hereby documents replace all previous agreements and conventions (electronic, verbal or written) concerning the hereby object and they can only be modified by following the rules of the Agreement.

20. NO WAIVER

The Enterprise's failure or neglect to enforce any rights of the hereby Agreement is not deemed to be waiver of its rights. The failure of the Enterprise at any time to require performance of any provision or to resort to any remedy provided under the hereby Agreement shall in no way affect the right of the Enterprise to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach.

I hereby acknowledge that I have read and understood the terms and conditions as provided the entire Agreement and I am bound by this entire Agreement **WITHOUT ANY RESERVATION**

Last update done on the _____