

UEAT Solutions

Terms of Use for Patrons of UEAT Subscribers

January 2025

Thanks for using our solutions to place your order. Our goal is to make your purchasing experience easy and efficient so your access to online and kiosk restaurant ordering is as quick and secure as possible. This information is designed to ensure your understanding of the purchasing process on sites and applications which use UEAT's products and services, hereinafter referred to as ("Solutions"). If you have any questions, please contact us by email at info@ueat.io or by phone at 1-866-214-0061. Your purchases on sites using the Solutions are subject to these Terms of Use and our [Privacy Policy](#) which govern your use of the Solutions on the website of our partner institutions.

Who are you buying from? UEAT acts as an intermediary for restaurants (sellers) who use our online ordering Solutions, hereinafter referred to as a ("Subscriber"). When you purchase an item or food from a Subscriber located in the United States, Canada or Europe, UEAT manages the online order directly on the Subscriber's website. Your order passes through the UEAT online ordering Solution that collects payment on behalf of the Subscriber via a secure payment platform. Each Subscriber has its own merchant account and provides returns and refunds in accordance with their own policies, terms and conditions of sale. The same applies if you order from a kiosk situated in a Subscriber's premises.

Consent When you place an order, you will need to provide certain personal information that is required to complete the order. This information is related to the payment, delivery and follow-ups to the completion of your order. After your order is placed, a Subscriber may contact you via telephone, email or SMS regarding your order. A Subscriber may communicate with you for marketing or customer satisfaction purposes. The Subscriber is responsible for ensuring communications comply with legislative and regulatory requirements in their jurisdictions, such as Canada's [anti-spam legislation](#) or Quebec's [privacy laws](#), meaning Subscriber's provide you the ability to unsubscribe or refuse future communications not related to your order.

Currency All prices for items offered by Subscribers located in the United States are displayed in US dollars. All prices for items offered by Subscribers located in Canada are displayed in Canadian dollars. All prices of items offered by Subscribers located in the European Union are displayed in Euro with the exception of items offered by Subscribers located in the United Kingdom which are displayed in pound sterling.

Payment methods Several payment methods are available to meet your needs. If the Subscriber from which you order is located in Canada, the United States or Europe, UEAT's Solutions function with Visa and MasterCard.

Prices and availability Subscribers that use our Solutions to sell items and food are responsible for setting their prices, we do not set the price of items and food, nor do we determine or assume in any way the delivery method such as take out, home delivery, table, in-room dining, or self-orders on a kiosk. We do not manage the inventory of Subscribers. Thus, we do not guarantee in any way that the items and food you order on the Subscriber's website via the UEAT online ordering tool are available when you make the purchase.

Confirmation of orders If you do not receive a confirmation number (in the form of a confirmation page, email or text message) after submitting the payment information, or if you receive a confirmation message error or encounter connection issue after having submitted the payment information, it is your responsibility to confirm whether your order has been placed with the Subscriber's customer service department. Only you may be aware of issues that may have occurred during the purchase process. We will not be responsible for any loss (monetary or otherwise) or any delay in the delivery of your order.

Application fees and order processing fees Items and food purchased on the Subscriber's website using the Solutions developed by UEAT may be subject to an application fee per order and/or a non-refundable UEAT order processing fee for each order made through our Solutions. If this is the case, any application or processing fees will be clearly indicated on your transaction record/bill. In many cases, delivery charges charged by the Subscriber or a third-party will also be due. If you do not want to pay the Application fee per order and the non-refundable order processing fee for an order, you can make your order by calling the restaurant directly.

Billing information verification All orders are subject to credit card approval and verification of the cardholder's name, billing postal code, and card verification number, also known as the Cardholder Verification Value (CVV). Some of our Subscribers also use the VBV (Verified by Visa) and/or MSC (MasterCard Secure Code) system to prevent and limit fraud. Sometimes incorrect information about the credit card holder is received such as, billing postcode, CVV or VBV/MSC. This will prevent the processing of your order. The restaurant will not receive an error message or notification that your order has been refused. An error message notifying you that the process has not been completed will be displayed and you will not receive a confirmation email for your order.

Delivery options Different delivery methods may be offered by a Subscriber, depending on factors including the place from which you place your order or your geolocation to the restaurant. It is important to note that UEAT does not make deliveries and does not assume any delay or delivery conditions. UEAT displays the options offered by the Subscriber

according to the information that you make available through your browser and/or your mobile device to enable you to choose from the options offered by the restaurant.

Here are some of the options generally offered by our Subscribers that use UEAT's online ordering Solutions: Take-Out Order, Home Delivery, Table Order, Kiosk or Room Order. Home Delivery may be completed through a Subscriber's in-house fleet or through third party delivery providers.

**** IMPORTANT **** To pick up your take-out or delivery order you will need to present your credit card that was used for payment and a photo ID. These IDs are essential to receive your order. Restaurants reserve the right to not give orders to anyone who does not have these items.

Privacy Policy At UEAT we are committed to the protection of the privacy of our customers and their patrons - you.

This Privacy Notice covers our use of your personal information, which is collected through or in connection with our Solutions, our website, mobile application, POS in restaurants or kiosks in restaurants that use our Solutions. For the purposes of this Privacy Notice, "this Website" means all the web pages related to the ueat.io site, excluding any links to third-party sites.

By personal information, we mean any information about an identifiable individual, which includes information that can be used on its own or with other information to identify, contact, or locate a single person. Personal information does not include business contact information, including your name, title, or business contact information.

If you have any questions about how we process your personal information as a customer or consumer, or have questions about your data rights, please consult our [privacy policy](#) or email us at dpo@ueat.io.

What personal information do we collect?

Contact and payment information (direct collection, core service)

- Private consumer: first name, last name, address, email, phone number, credit card information and gender
- Corporate consumer: company name, phone number, address, credit card information

Interaction with our staff and postings (direct collection, voluntary)

- Correspondence and communications with us, information you might provide through email
- Posts on our social media channels comments you leave on our websites or a Subscriber's website

Loyalty Program (if you create an account profile with a Subscriber, you are enrolled in their Loyalty program, direct and indirect collection.)

- Email and password
- Gift or loyalty card used
- First and last name
- Phone number
- Birth date and gender
- Address and delivery address if not the same
- Preferred language for correspondence
- Amount spent and items bought

Demographic information (indirect collection, optional)

- Products visited
- Products ordered

Technical information (indirect collection, optional)

Website:

- Subscriber websites visited that use one of our solutions, the website you came from and the website you go to from there
- The browser you use

Mobile application:

- GPS location of your mobile or the unique identifier of your device
- Type of mobile device you are using
- The operating system version of your mobile device
- Frequency with which you use the application
- Transactions that you make with the application

How and when do we process your personal information?

We collect and process your personal information when:

- When you visit our website
- When you visit an Establishment's website
- When you visit our social media sites
- When you browse Establishment's products
- When you order from an Establishment
- When you contact us through email
- When you attend events hosted by us or industry events that we attended

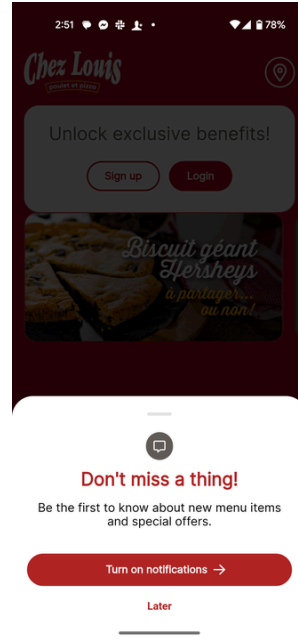
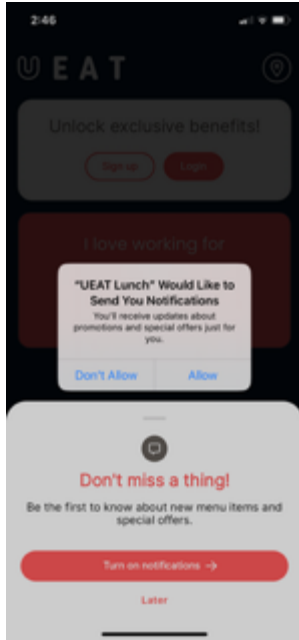
What is the legal basis for the personal information collection?

We use your personal contact information to enable you to order a Subscriber's products, confirm the successful order and have the products delivered if delivery applies. We assume that you understand that we need your contact and payment information to provide this service. We therefore will not ask for explicit consent at the time when you place an order and/or when you open an account. You will however be required to explicitly accept these Terms everytime you place an order:

- Yes, I have read and agree with the [terms](#) and [the privacy policy](#) and consent to my personal information being shared with service providers to complete my order.

Pay >

The Mobile Application are also subject to the terms of use of the Apple Store (IOS) and Google Play (Andriod). The Patron can configure their consent to push notifications and geolocation settings in the Apple Store or Google Play when downloading the Mobile App or anytime thereafter in their mobile device's Settings.



In certain circumstances, we will have to disclose your personal information in response to an inquiry from a regulatory authority, the police or other government bodies.

We do not have a legal basis other than consent to collect demographic and technical information for marketing purposes. We will therefore ask for your expressed consent before we collect information of this sort.

- We can use such information to provide you with offers of our products or offers or products from third parties that we think you would find interesting.
- You can subscribe to our newsletter when you buy products through our partners.
- We can send you local promotions through Direct Push depending on your geographical location.

Who do we share personal information with?

We may share your personal information with:

- Third parties that help us deliver orders or establishments that prepare your order
- Third parties that provide an Establishment or operate an establishment for which we offer the online order
- Third Parties that process your payment
- Our staff

- With our parent company, Moneris Payment Solutions Inc.
- Loyalty program providers
- Integrated POS system that might show your name on the receipt
- Research centers like CRIM, Centre de Recherche informatique de Montréal, for data analysis and our R&D (anonymized data only).

Transborder Data Flows (data collected in Canada transferred to locations outside of Canada) and Restricted Transfers (personal information transfers outside of the EEA)

- Your personal information is held in Google Cloud Platform (GCP) in Canada. GCP has sufficient safeguards in place to protect your personal information.
- We will not ask for your express consent and we cannot offer you alternatives as the IT infrastructure in the Google Cloud Platform is integral to the delivery of our services.

Données personnelles : Toutes informations personnelles au sens ou tel qu'interprété aux fins de la *Loi sur la protection des renseignements personnels et les documents électronique* (LPRPDE) (L.C. 2000, ch. 5) et la *Loi sur la protection des renseignements personnels dans le secteur privé* (R.L.R.Q., ch. P-39-1), y compris, mais sans s'y limiter, toutes informations qui identifient ou qui peuvent identifier le Client ou tout Utilisateur. ("*Personal data*")

Artificial Intelligence - Our Solutions make use of artificial intelligence (RAI & AIM) and incorporate the anonymized data of Subscribers and Patrons to generate content, make decisions, recommendations and predictions to improve the Patron's experience and improve the operations of our Subscribers. We try to focus on mitigating the risks of harm and bias in the creation and use of artificial intelligence in our Solutions. We are aware of the need to take steps to avoid bias in our Solutions so that artificial intelligence does not cause an unintended harm or create an adverse impact on people. We have established measures with respect to the manner in which data is anonymized as well as the use and management of anonymized data. UEAT is a signatory to the [Montreal Declaration on the Responsible Development of Artificial Intelligence](#).

Your rights

Right to access: you can access your account any time through the website or the mobile application.

Right to rectify: you can make changes to your account information at any time.

Right to be forgotten: You can delete your account, which will automatically delete personal information associated with the account. If you want to delete your loyalty number with a Subscriber, this should be communicated directly to them. If you want to submit a request to delete your personal information, please consult our privacy policy. We will instruct all third parties that we have shared your data with to delete your data. [Please refer to the section below Deleting Your Account.](#)

Right to restrict processing: you can change your preferences at any time through your account settings.

Right to data portability: should we receive a subject access request from you we will make the data that we have about you available to you.

Right to object: you have full control over your account. Deleting your account will delete associated data and consequently, we will stop processing your personal information with us and all third parties we have shared your data with.

If you contact us to request access to your information, we will reply within 30 days.

You can control cookies and tracking tools.

Your browser gives you the ability to control cookies. How to proceed depends on the type of cookies. Some browsers can be configured to reject browser cookies. If you block cookies on your browser, some features of our sites may not work.

Some advertisements may be presented based on tracking.

We could work with online advertising companies to introduce you to relevant and useful advertisements. This may include advertisements presented on our own websites or our applications. This may also include our advertisements presented on the websites of other companies. These advertisements may be based on information collected by us or third parties (for example, when you register on a site). These advertisements may also be based on your activities on our websites or on third-party sites. This second type of advertising is called "online behavioural advertising."

You can refuse behavioural advertising online.

To reject behavioural advertising online, [click here](#).

We obtain information about you from third parties.

For example, if you use an integrated Google and social media feature (Facebook, Twitter, LinkedIn, etc.) on our websites or mobile apps. The third-party Google and social media sites will give us some information about you. This could include your name and your email address. Your activities on our sites and our applications can be displayed on social media platforms.

We use information to respond to your inquiries or questions.

For example, we could use your information to confirm your order to an Establishment or to register for a contest.

We use the information to improve our products and services.

We can use your information to personalize your experience with us. This could include displaying content and / or offering you promotions based on your preferences.

We use information to examine application trends and interests of the client.

We use information for security purposes.

We can use the information to protect our company, our customers, our partners or our websites.

We use information for marketing purposes.

For example, we could send information about promotions or special offers from Subscribers that use our Solutions. We could also share about new features or new products. It may be our own offers or our products, or offers or products from third parties that we think you could find interesting. Or, for example, if you buy products through the website of our partner Establishment, we will subscribe you to our newsletter depending on your preferences. We can use Direct Push and your geographical information on our mobile apps to send you alerts about local promotions. To learn more about your choices regarding these communications, please read the section about the choices below.

We use the information to send you transactional communications.

For example, we may send you emails to your email account or via different social media platforms. We could also contact you about this policy or our web solution.

You may refuse to receive our marketing emails.

To stop receiving these promotional emails, you can unsubscribe by following the instructions contained in the promotional message we send you. Your device settings should provide guidance on how to disable the Direct Push notice. A delay of ten days may be required to process your request. If you unsubscribe from marketing messages, you will still be able to use online ordering.

You can control the tools on your mobile devices.

For example, you can turn off the GPS locator or Direct Push on your phone. Each Direct Push provides a link to unsubscribe.

If you have created an account with one of our Subscribers, you can access your account and modify your profile if you would like to delete your account, please see below.

Registration and /or account creation You can browse the Solutions and make transactions without creating an account. You will be required to register or create an account to use certain features, such as the ability to reorder a product or food from a previous order. The username of your account is assigned to you when you create your profile with a Subscriber. It must not include the name of another person with the intent to impersonate that person, or be offensive, vulgar or obscene. Your username and password are personal. You are responsible for the confidentiality and use of your username and password, and for all activities (including purchases) that are conducted through your online or offline account. You cannot transfer or sell access to your account or use someone else's email address. We will not be liable for any damages related to the disclosure of your password or the use by another person of your username or password. You cannot use another user account without the user's permission. You must notify us immediately in writing at dpo@ueat.io if you discover an unauthorized use of your account or a security breach of any other account. We may ask you to change your username and / or password if we believe your account is no longer secure or if we receive a complaint that your username violates the rights of another person. You will not have any ownership of your account or your username. We reserve the right to refuse registration, cancel an account or deny access to the Solutions for any reason.

Deleting your Account

- Your Restaurant Profile - Desktop and mobile app: go to your account profile and proceed to "Delete My Account." You will need to do this for your individual profile with each restaurant.

[Modifier mon profil](#)

[Supprimer mon profil](#)

[Modifier mon mot de passe >](#)

- Right to be Forgotten: Please consult our Privacy Policy in this regard.

Code of Conduct UEAT takes a zero tolerance approach to any issues with respect to violence, aggression or inappropriate behaviour and consequently, we reserve the right to disconnect, suspend or remove a Patron or Subscriber from our Solutions. You agree to abide by all applicable laws, rules and regulations, and agree that you are not authorized to:

Restrict access or prevent others from using the Solutions;

- Use the Solutions for illegal purposes;
- Express or suggest that any of your statements are approved by us without our prior written consent;
- Impersonate any person or entity, real or fictional, including any employee or representative of our company;
- Present (a) any content or information that is unlawful, fraudulent, defamatory, or otherwise objectionable, or infringe on the intellectual property of Solutions or a third party; (b) any confidential information about companies without authorization; or (c) any advertising, solicitations, chain letters, pyramid schemes, surveys, contests, investment opportunities or other unsolicited commercial communications;
- Submit, or provide links to, publications that contain material that could be considered harmful, obscene, pornographic, sexually explicit, indecent, violent, abusive, vulgar, insulting, threatening, harassing, hateful or otherwise objectionable, including images or appearances of individuals under the age of 18, as well as material that encourages or otherwise idealizes drug use (including alcohol and cigarettes), considers violence as something acceptable, prestigious or desirable, or contains contact information or other personal information to identify third parties;
- Submit, or provide links to, publications that contain material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, sex, age or disability;
- Spread spam or participate in hacking activities;
- Collect information about the users of the Solutions;
- Use a password or a participation code in a presale or other offer on the Solutions if you have not received the password or code or if you do not comply with the terms of the offer.

Content Ownership and Conditional Granting Licensing Solutions and all data, text, drawings and models, pages, screenshots, images, illustrations, photographs, audio and video clips, and HTML code, source or software code that is present or visible or otherwise detectable on the Solutions (collectively, the "Content") is our property or that of our Subscribers and / or licensors. We have a copyright on the Solutions and its Content. We may change the Content and functionality of the Solutions at any time.

We grant Subscriber's a limited and conditional, non-exclusive, non-transferable license that cannot be licensed for sale for the use of Solutions and their Content.

Our Solutions and apps are not for children.

Our sites and applications are designed for adults. We do not knowingly collect personally identifiable information about children under 13 years old. If you are a parent or legal guardian and think that your child under 13 has provided us with information, you can send us an email. You can also write to us at the address indicated at the end of this policy.

We use standard security measures.

We have security measures in place to protect your information. The standard security measures we use will depend on the type of information collected. However, the Internet is not 100% secure. We can't promise you that your use of our Solutions will be completely safe. We encourage you to be cautious when using the Internet. This includes not sharing your passwords. If you think that the use of an unauthorized account has been created using your name, contact us at the address below.

We may establish links to third-party sites or services that we do not control.

If you click on one of these links, you will be directed to sites that we do not control. This policy does not apply to the privacy practices of these websites. Please read the privacy policy of other websites carefully. We are not responsible for these third-party sites.

Make purchases Please refer to our Purchasing Policy as stated above, which will govern your purchasing activities for products, food or other items on the websites using the Solutions. Policies regarding refunds or exchanges are specific to each Subscriber, so we recommend that you consult the site of the Subscriber on which you are about to place an order and read the terms of use before making a purchase through Solutions. We may impose conditions on the use of any coupon, promotional code or gift card. You will be required to pay any fees incurred by you or by users of your account and the credit card (or other applicable payment mechanism) at the price in effect when such charges are charged, including applicable taxes. You may only use credit or debit cards, gift cards or items that belong to you or belong to persons who expressly authorize you to use such payment methods. You must not attempt to hide your identity by using multiple Internet address protocols or email addresses to perform transactions on the Solutions. You must not hold us responsible if you have not respected the laws related to your transactions. We can help law enforcement agencies with the information you provide us about your transactions to participate in any investigation or suit that concerns you. If we are unable to verify or authenticate the information you provide during the entire registration, order, purchase, posting, sale, authentication, delivery, payment and the transfer of funds or any other procedures, or if we are no longer able to verify or authorize your banking or credit card information, your orders may be cancelled. We reserve the right to refuse to honour all pending purchases and future purchases made with these credit cards or bank accounts and / or through online accounts associated with these credit

cards or bank accounts. We may also prohibit you from using the Solutions on a Subscriber's website.

Forums and User Content We may utilize user reviews, forums, blogs, social media feeds and other forums found on websites that use the Solutions (collectively called "Forums"), and you may be able to submit suggestions, reviews, concepts, audio and video recordings, photographs, drawings, or other materials on the Forums or other areas of the Solutions (hereinafter referred to as "User Content").

By submitting User Content, you certify that you are at least 18 years old, or you are at least 13 years old, and you have obtained the express consent of your parent or legal guardian before submitting the User Content.

You retain all rights in your User Content. If you present User Content on the Solutions, you grant us a worldwide royalty-free, non-exclusive, transferable right, and a license to use, reproduce, modify, create derivative works, distribute, publicly perform and display, archive and market your User Content, in our sole discretion, in all formats and media channels known now or to be discovered thereafter without offering any compensation or acknowledgment to anyone. This license does not affect the ownership of your User Content, including the right to grant further licenses of your User Content, unless it conflicts with these Terms. We are not required to post, display or otherwise use the User Content, or to specify the source of your User Content. You will not make or allow any claim against us, stating that our use of your User Content violates any of your rights.

Statements, opinions and comments posted by Forum participants may be inaccurate, offensive, obscene, threatening or unwelcome. We do not approve and we are not responsible for these publications. We are not liable for any loss or damage caused by publication or reliance upon information obtained through publications.

You are responsible for your User Content. By submitting User Content, you confirm that (i) you own, or have the necessary permission to display the User Content and License under this section, and (ii) you have the written permission of each person identifiable in the User Content to use the person's name and likeness in the manner provided by the Solutions and these Terms or, if the person is a minor, the written authorization of the parent or legal guardian of the minor person.

We have the right (but not the obligation) to monitor Solutions, Forums and User Content, and to disclose any User Content and the circumstances surrounding its presentation, in order to operate the Solutions properly or to protect our assets, our Partner institutions and our users, or to comply with their legal obligations or governmental requests. If we are informed that your User Content does not comply with these conditions, we may investigate the allegation and decide to delete your User Content and cancel your account if necessary.

Claims for Copyright Infringement on Solutions If you believe in good faith that some of the content of the Solutions violates your copyright, you may send us a notice requesting that the content be removed. The notice must include: (a) your actual or electronic signature, or that of your agent; b) the identification of the copyrighted work on our Solutions whose rights have been infringed (or a representative list if several copyright works are included in a notice); (c) the identification of content whose rights have been infringed or which would be subject to counterfeiting, including information reasonably sufficient to allow us to locate the content on the Solutions; (d) your name, address, telephone number and email address (if available); (e) a statement in which you have a good faith belief that use of the content as described in the complaint is not authorized by you or your agent or the law; and (f) a statement that the information in the Notice is accurate and, under penalty of perjury, that you or your agent are authorized to act on behalf of the copyright owner. If you believe in good faith that a notice of copyright infringement has been improperly filed against you, you may send us a counter-notice. Notices should be sent to the Copyright Officer, UEAT, 1130 Boulevard Charest Ouest, Suite 105, Quebec, Quebec G1N 2E2, Canada.

Links The Solutions contain links to other websites that may not belong to or be exploited by us. The fact that we can establish links to these websites does not mean that we approve of or endorse these websites. We have no control over these websites. We are not responsible for the content of these websites, or the privacy practices of these websites. We strongly encourage you to become familiar with the terms of use and practices of any website to which links have been established. Your use of other sites is at your own risk and is subject to the special terms of these websites. You must take the necessary precautions to ensure that, regardless of the links you select or the software you download (either from the Solutions or other websites), that they are free of viruses, worms, Trojan, defects, time-sensitive viral devices and other destructive elements.

Parental control We cannot prohibit minors from viewing content available through our Solutions, and they must rely on their parents and guardians to decide what content is appropriate to display and purchase. There are parental control protections (such as computer hardware and software or filtering services) that can help you limit access to content that is detrimental to minors. You will find information on Parental Controls at <http://getnetwise.org>.

Access from outside Canada, the United States and Europe The Solutions are intended for Patrons in Canada, the United States and Europe. We cannot guarantee that the content available on or offered through the Solutions is appropriate or available in other locations. We may limit the availability of Solutions or any product or service described in the Solutions at any time to any person or geographic area. If you choose to access Solutions outside Canada, the United States or Europe, you do so at your own risk.

Rules for draws, contests and games In addition to these Terms, lotteries, contests, games or other promotions (collectively referred to as "Promotions") submitted through the Subscribers using the Solutions may have rules that are different from these Terms. By participating in a promotion, you must respect these rules. We invite you to review the rules before participating in a promotion. Promotion rules will govern any potential conflict with these Terms.

Mobile Messaging We offer navigation and mobile messaging services that can include text message alerts, emails, contests, and product offerings. You can choose to receive mobile alerts when making a purchase, subscribing or participating in a Promotion. If you do so, you will also be subject to the Promotion Terms of Use offered by the Subscriber.

Rates for messages and data may apply, depending on your rate plan provided by your wireless carrier. We are not responsible for any charges related to text messaging or other wireless communications incurred by you or anyone who has access to your wireless device or phone number. You may not receive our alerts if your operator does not allow text alert messages. Your carrier may not allow you to use prepaid phone plans or other calling plans to receive alerts. We can send you an automated message for each message you send us. This service may not be compatible with all wireless operators or devices.

Violation of these conditions We may investigate any breach of these terms, including the unauthorized use of the Solutions. We can adopt the legal measures we deem appropriate. You agree that monetary damages may not be sufficient relief and that we may resort to injunctive relief or any other remedy for breach of these conditions. If we determine that you have violated these Terms or the Law, or for any other reason or for no reason, we are entitled to cancel your account, delete all of your User Content and prevent you from accessing these Solutions at any time, without notice. If this happens, you can no longer use the Solutions or any content belonging to it. You will still be bound by your obligations under these Terms. You agree that we will not be liable to you or any third party for the termination of your access to the Solutions or your account or any related information, and that it is no longer necessary to make the Solutions available to you or your account or any related information. We can also cancel any order of items and ordered goods. We reserve the right to refuse to honour pending and future purchases made from any accounts that we believe may be associated with you, or cancel an order associated with any person who, in our opinion, acts on your behalf, or exercise any other remedy that the law allows us.

Disclaimer of Warranties WE PROVIDE THE SOLUTIONS AND ITS CONTENT FOR YOU "AS IS" AND "AS AVAILABLE." WE TRY TO KEEP SOLUTIONS IN PLACE, ERROR-FREE AND SAFE, BUT USE IT AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, APPROPRIATENESS FOR A PARTICULAR PURPOSE, OR WARRANTIES WHICH MAY OCCUR IN TRANSACTIONS OR COMMERCIAL USE. WE DO NOT WARRANT THAT SOLUTIONS ARE ALWAYS SAFE OR ERROR FREE OR THAT THE SOLUTIONS WILL ALWAYS BE IN FUNCTION WITHOUT

INTERRUPTION, DELAYS OR IMPERFECTIONS. WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION OF THIRD PARTIES, AND YOU EXEMPT US FROM ALL CLAIMS AND DAMAGES, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR RELATED IN ANY WAY, TO ANY CLAIMS YOU HAVE AGAINST THESE THIRD PARTIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IF YOU ARE A PERSON RESIDING IN CALIFORNIA, YOU WAIVE ARTICLE 1542 OF THE CALIFORNIA CIVIL CODE WHICH STIPULATES: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favour at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Limitation of Liability IN NO EVENT SHALL UEAT OR PARTNER INSTITUTIONS, ADVERTISERS OR SUPPLIERS BE LIABLE TO YOU OR TO ANY THIRD PARTY, AND YOU EXPRESSLY WAIVE ALL YOUR MORAL RIGHTS AND RIGHTS TO ASK FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN RESULT OF ANY TYPE OTHER THAN REASONABLE DISBURSEMENTS, AND ALL RIGHTS TO DAMAGES AND RIGHTS, TO MULTIPLY OR INCREASE DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE SOLUTIONS, THE CONTENT, OR ANY PRODUCT OR SERVICE PURCHASED ON THE SOLUTIONS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND INDEPENDENTLY ASK WHETHER THE CLAIM IS BASED ON CONTRACT, INJURY OR OTHER LEGAL OR EQUITABLE THEORY. WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE HAVE NO RESPONSIBILITY TO (a) BREACH ANY OTHER USER OF THE SOLUTIONS IN ORDER TO COMPLY WITH CODES OF CONDUCT; (b) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND, WHETHER CONTRACTUAL OR DELIBERATE, RESULTING FROM THE USE OF OUR SOLUTIONS; (c) ANY UNAUTHORIZED ACCESS OR USE OF OUR SECURE SERVERS AND / OR ANY PARTY AND ALL PERSONAL INFORMATION AND / OR FINANCIAL INFORMATION THAT IS SAVED; (d) ALL BUGS, VIRUSES, WORMS, TROJAN HORSES, DEFECTS, DELAYED VIRAL DEVICES OR OTHER DESTRUCTIVE ELEMENTS THAT MAY BE TRANSMITTED TO OUR SOLUTIONS OR ITS INTERMEDIARY; (e) ANY ERRORS, VAGUENESS, INACCURACIES OR OMISSIONS IN ANY CONTENT, OR; (f) ALL LOST, STOLEN OR DAMAGED PRODUCTS, OR THE FAILURE OF ANY MEDIA TO DELIVER A PRODUCT. YOUR SOLE AND EXCLUSIVE REMEDY FOR EXPRESSING YOUR DISCONTENT WITH SOLUTIONS IS TO STOP USING THE SOLUTIONS. THE LIMITATIONS OF THIS SECTION APPLY EVEN IF THE ESSENTIAL PURPOSE OF ANY REMEDY FAILED. AN ESSENTIAL ELEMENT OF THE BASIS OF THE MARKET CONCLUDED BETWEEN US IS BASED ON THE DISTRIBUTION OF RISK BETWEEN US. THE TOTAL AMOUNT OF LIABILITY ARISING FROM THESE TERMS OR FROM THE USE OF THE SOLUTIONS CANNOT EXCEED MORE THAN ONE HUNDRED (\$100.00) DOLLARS OR THE AMOUNT YOU PAID US DURING THE LAST TWELVE MONTHS, WHICHEVER IS LOWER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL LAWYERS' FEES BE CHARGED OR RECOVERABLE.

Indemnification If anyone makes a claim against us related to your use of the Solutions, your User Content or a breach of these Terms, you agree to defend and indemnify UEAT and our affiliates, partner institutions, advertisers and suppliers, and each of our agents, distributors, directors, employees and managers, against all claims, damages, losses and expenses of

any kind (including reasonable legal fees and costs). We reserve the right to take exclusive defence and control of any claim, and you agree to cooperate fully with us to enforce any available defence.

Disputes, including compulsory arbitration and waiver of class action. Any dispute or claim related in any way to your use of the Solutions, or to products or services sold or distributed by or through us, will be resolved through binding arbitration rather than in court, with the following exceptions:

- You can bring a claim to the Small Claims Court if your claim apply;
- If a claim involves the Condition of license granted to you, as described in the Content Ownership and Conditional Granting Licensing section above, either of us may bring a legal action in a court of competent jurisdiction in the district of Québec, the district in which the parties will elect domicile in accordance with the provisions of article 83 of the Civil Code of Québec. Both parties hereby submit to the jurisdiction of these courts; and
- in the event that the arbitration agreement of these Terms is, for any reason, deemed to be unenforceable, any litigation against us (other than actions in the Small Claims Court) shall be commenced in a court of competent jurisdiction in the district of Québec, district in which the parties will elect domicile in accordance with the provisions of article 83 of the Civil Code of Québec. Both parties hereby submit to the jurisdiction of these courts.

The arbitration agreement of these Terms is governed by the laws of the Province of Quebec, District of Quebec, Canada, including its procedural provisions. The Agreement is intended to be interpreted in its entirety and remains in effect after the termination of these Terms. The arbitrator, and not a federal court or agency, or a Province or State, retains the exclusive authority, to the extent permitted by law, to resolve all disputes arising or relating to the interpretation, the enforceability, or formation of this Agreement including, but not limited to, any allegation that all or any part of this Agreement is invalid or may be void. There is no judge or jury in the arbitration, and the review by a court of an arbitral award is limited. However, the arbitrator may grant the same damages and remedies as a court (including an injunction and declaratory judgment or statutory damages) on an individual basis, and he or she must follow these Terms as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your position to: Moneris Solutions Corporation - Attn: UEAT Platform., 1130 Boulevard Charest Ouest, Suite 105, Quebec, Quebec G1N 2E2, Canada.

Each of us agrees that the arbitrator cannot group more than one claim, and cannot otherwise preside over any form of class action, and that any dispute settlement proceeding

will be conducted solely on an individual basis and not in the form of a class action or action on behalf of an association.

You agree to waive any right to a jury trial or to participate in a class action. If this specific provision proves inapplicable, then the entire arbitration section will be null and void, and neither party will have the right to arbitrate the dispute.

You agree that these Terms govern the evidence that involves trade between different states and provinces and that the action be construed in accordance with the laws of the Province of Quebec, District of Quebec, Canada, to the extent practicable.

Policy Updates We may update these Terms of Use from time to time. The current version of our Privacy Policy is available on our website. www.ueat.io and it may be accessed through [UEAT Privacy Policy](#)

Questions If you have any questions, comments or complaints about these Terms or our Solutions, please contact us at:

Moneris Solutions Corporation Attn: UEAT Platform
1130 Boulevard Charest Ouest, Suite 105,
Quebec, QC G1N 2E2, Canada
Email: info.ueat.io

January **2025**