

RAD Services

Terms and conditions

These terms and conditions ("Agreement") set forth the general terms and conditions of your use of the radservices.ca website ("Website"), "RAD Services" mobile application ("Mobile Application") and any of their related products and services (collectively, "Services"). This Agreement is legally binding between you ("User", "you" or "your") and RAD Services ("RAD Services", "we", "us" or "our"). By accessing and using the Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Services. You acknowledge that this Agreement is a contract between you and RAD Services, even though it is electronic and is not physically signed by you, and it governs your use of the Services.

Accounts and membership

If you create an account on the Services, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may, but have no obligation to, monitor and review new accounts before you may sign in and start using the Services. Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration.

Billing and payments

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. If, in our judgment, your purchase constitutes a high-risk transaction, we will require you to provide us with a copy of your valid government-issued photo identification, and possibly a copy of a recent bank statement for the credit or debit card used for the purchase. We reserve the right to change products and product pricing at any time. We also reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

Accuracy of information

Occasionally there may be information on the Services that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, availability, promotions and offers. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Services or Services is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the Services including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Services should be taken to indicate that all information on the Services or Services has been modified or updated.

Third party services

If you decide to enable, access or use third party services, be advised that your access and use of such other services are governed solely by the terms and conditions of such other services, and we do not endorse, are not responsible or liable for, and make no representations as to any aspect of such other services, including, without limitation, their content or the manner in which they handle data (including your data) or any interaction between you and the provider of such other services. You irrevocably waive any claim against RAD Services with respect to such other services. RAD Services is not liable for any damage or loss caused or alleged to be caused by or in connection with your enablement, access or use of any such other services, or your reliance on the privacy practices, data security processes or other policies of such other services. You may be required to register for or log into such other services on their respective platforms. By enabling any other services, you are expressly permitting RAD Services to disclose your data as necessary to facilitate the use or enablement of such other service.

Advertisements

During your use of the Services, you may enter into correspondence with or participate in promotions of advertisers or sponsors showing their goods or services through the Services. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third party. We shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party.

Links to other resources

Although the Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. Some of the links on the Services may be "affiliate links". This means if you click on the link and purchase an item, RAD Services will receive an affiliate commission. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link on the Services. Your linking to any other off-site resources is at your own risk.

Contractors and Merchants Are Independent

You understand and agree that RAD Services provides a technology platform connecting you with independent foodservice providers and others that provide the products offered through the Services (“Merchants”), and independent third-party contractors who provide delivery services (“Contractors”). You acknowledge and agree that RAD Services does not itself prepare food or offer delivery services, and has no responsibility or liability for the acts or omissions of any Merchant or any Contractor. RAD Services is not the retailer of any products offered by Merchants, nor is it in the delivery business or a common carrier. RAD Services provides a technology platform facilitating the transmission of orders by Users to Merchants for pickup or delivery by Contractors. RAD Services will not assess or guarantee the suitability, legality, or ability of any Contractor or Merchant. You agree that RAD Services is not responsible for the Merchants’ food preparation or the safety of the food, and does not verify Merchants’ compliance with applicable laws or regulations. DoorDash has no responsibility or liability for acts or omissions by any Merchant or Contractor.

You agree that the goods that you purchase will be prepared by the Merchant you have selected, that title to the goods passes from the Merchant to you at the Merchant’s location, and that the Contractor will be directed by your instructions to transport the products to your designated delivery location. You agree that neither the Contractor nor RAD Services holds title to or acquires any ownership interest in any goods that you order through the Services.

Payment Terms

(a) Prices. You understand that: (a) the prices for menu items displayed through the Services may differ from the prices offered or published by Merchants for the same menu items and/or from prices available at third-party websites and that such prices may not be the lowest prices at which the menu items are sold; (b) RAD Services has no obligation to itemize its costs, profits or margins when publishing such prices; and (c) RAD Services reserves the right to change such prices at any time, at its discretion. You are liable for all transaction taxes, including goods and services/harmonized sales taxes, on the Services provided under this Agreement (other than taxes based on RAD Services’ income). Payment will be processed by RAD Services, using the preferred payment method designated in your account.

(b) No Refunds. Charges paid by you for completed and delivered orders are final and non-refundable. RAD Services has no obligation to provide refunds or credits but may grant them, in each case in RAD Services’ sole discretion.

(c) Promotional Offers and Credits. RAD Services, at its sole discretion, may make promotional offers with different features and different rates to any User. These promotional offers are subject to the terms of this Agreement and may be valid only for certain Users as indicated in the offer. You agree that promotional offers: (i) may only be used by the intended audience, for the intended purpose, and in a lawful manner; (ii) may not be duplicated, sold, or transferred in any manner, or made available to the general public, unless expressly permitted by RAD Services; (iii) are subject to the specific terms that RAD Services establishes for such promotional offer; (iv) cannot be redeemed for cash or cash equivalent. RAD Services reserves the right to withhold or deduct credits or benefits obtained through a promotion in the event that DoorDash determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal,

or in violation of the applicable promotion terms or this Agreement. RAD Services reserves the right to modify or cancel an offer at any time. Expired credits are no longer redeemable and cannot be used towards any order.

(d) Fees for Services. RAD Services may change the fees for our Services as we deem necessary or appropriate for our business, including but not limited to Delivery Fees, Service Fees, and Annual Fees.

Transactions Involving Alcohol

You may have the option to request delivery of alcohol products in some locations and from certain Merchants. If you receive your delivery in Ontario, Canada, you agree that you will only order alcohol products if you are 19 years of age or older. If you receive your delivery in another country, you agree that you will only order alcohol products if you are of legal age to purchase alcohol products in the relevant jurisdiction. You also agree that, upon delivery of alcohol products, you will provide valid government-issued identification proving your age to the Contractor delivering the alcohol products and that the recipient will not be intoxicated when receiving delivery of such products. If you order alcohol products, you understand and acknowledge that neither RAD Services nor the Contractor can accept your order of alcohol products, and the order will only be delivered if the Merchant accepts your order. The Contractor reserves the right to refuse delivery if you are not 19 years or older (or the legal age to purchase alcohol products in the relevant jurisdiction), if you cannot provide a valid government-issued ID, if the name on your ID does not match the name on your order, you are visibly intoxicated or if delivery would otherwise violate applicable laws. If the Contractor is unable to complete the delivery of alcohol products for one or more of these reasons, you are subject to a non-refundable \$25 CA Dollars re-stocking fee.

Internet Delays

The Software and Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Except as set forth in RAD Services privacy policy or as otherwise required by applicable law, RAD Services is not responsible for any delays, delivery failures, or damage, loss, or injury resulting from such problems.

Acceptance of this Agreement

RAD Services provides an online marketplace connection, using web-based technology that connects You and other consumers, restaurants and/or other businesses, and independent delivery Contractors. RAD Services' software permits consumers to place orders for food and/or other goods from various restaurants and businesses. Once such orders are made, RAD Services' software notifies Contractors that a delivery opportunity is available and the software facilitates completion of the delivery to the consumer. The Company is not a restaurant, delivery service, or food preparation business.

If you access the website located at <https://www.radservices.ca/>, install or use RAD Services' mobile application, install or use any other software supplied by RAD Services, or access any information, function, or service available or enabled by RAD Services (each, a "Service" and collectively, the "Services"), or complete the RAD Services account registration process, you, your heirs, assigns, and successors (collectively, "you" or "your") hereby represent and warrant that:

(a) you have read, understand, and agree to be bound by this Agreement;

(b) you are of legal age in the jurisdiction in which you reside to form a binding contract with RAD Services (the "Minimum Age"); and

(c) you have the authority to enter into the Agreement personally and, if applicable, on behalf of any organization on whose behalf you have created an account and to bind such organization to the Agreement.

The terms "User" and "Users" refer to all individuals and other persons who access or use the Services, including, without limitation, any organizations that register accounts or otherwise access or use the Services through their respective representatives. Except as otherwise provided in this Agreement, if you do not agree to be bound by the Agreement, you may not access or use RAD Services' Services.

Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Services or Content:

(a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Services for violating any of the prohibited uses.

Intellectual property rights

"Intellectual Property Rights" means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world. This Agreement does not transfer to you any intellectual property owned by RAD Services or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with RAD Services. All trademarks, service marks, graphics and logos used in connection with the Services, are trademarks or registered trademarks of RAD Services or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Services may be the trademarks of other third parties. Your use of the Services grants you no right or license to reproduce or otherwise use any of RAD Services or third party trademarks.

Disclaimer of warranty

You agree that such Service is provided on an "as is" and "as available" basis and that your use of the Services is solely at your own risk. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-

infringement. We make no warranty that the Services will meet your requirements, or that the Service will be uninterrupted, timely, secure, or error-free; nor do we make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service unless stated otherwise. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

Limitation of liability

To the fullest extent permitted by applicable law, in no event will RAD Services, its affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of RAD Services and its affiliates, officers, employees, agents, suppliers and licensors relating to the services will be limited to an amount greater of one dollar or any amounts actually paid in cash by you to RAD Services for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

Indemnification

You agree to indemnify and hold RAD Services and its affiliates, directors, officers, employees, agents, suppliers and licensors harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Services or any willful misconduct on your part.

Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Dispute resolution

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Ontario, Canada without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of Canada. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in Ontario, Canada, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Assignment

You may not assign, resell, sub-license or otherwise transfer or delegate any of your rights or obligations hereunder, in whole or in part, without our prior written consent, which consent shall be at our own sole discretion and without obligation; any such assignment or transfer shall be null and void. We are free to assign any of its rights or obligations hereunder, in whole or in part, to any third party as part of the sale of all or substantially all of its assets or stock or as part of a merger.

Changes and amendments

We reserve the right to modify this Agreement or its terms relating to the Services at any time, effective upon posting of an updated version of this Agreement on the Services. When we do, we will revise the updated date at the bottom of this page. Continued use of the Services after any such changes shall constitute your consent to such changes.

Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Services.

Contacting us

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you may send an email to info@radservices.ca.

This document was last updated on March 23, 2021