

Website Terms and Conditions of Use

This document contains very important information regarding your rights and obligations, as well as conditions, limitations, and exclusions that might apply to you. Please read it carefully.

These website terms and conditions of use for www.wecookmeals.ca, constitute a legal agreement and are entered into by and between you (“**you**” and “**your**”) and 9219-3267 Quebec Inc. (“**WeCook**”, “**we**,” “**us**,” “**our**”). The following terms and conditions, together with any documents and/or additional terms they expressly incorporate by reference (collectively, these “**Website Terms and Conditions**”), govern your access to and use of www.wecookmeals.ca and any related subdomain, replacement site, web applications, mobile applications or applications on other platforms or devices (“**Site**”), including any content, functionality, and services offered on or through the Site (collectively, including the Site, the “**WeCook Website**”).

BY USING THE WECOOK WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE WEBSITE TERMS AND CONDITIONS AND OUR PRIVACY POLICY, FOUND AT <https://www.wecookmeals.ca/en/privacy-policy>, INCORPORATED HEREIN BY REFERENCE. IF YOU CANNOT OR DO NOT AGREE TO THE WEBSITE TERMS AND CONDITIONS OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WECOOK WEBSITE.

By using this WeCook Website, you represent and warrant that you are the legal age of majority under applicable law to form a binding contract with WeCook and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the WeCook Website.

These Website Terms and Conditions and the Privacy Policy govern access to and use of the WeCook Website and any features in relation to thereto, and allow WeCook to provide the products and services available through the WeCook Website. For the applicable terms and conditions governing online purchases made, or services received through the WeCook Website, please see the Terms and Conditions of Sale.

Modifications to the Website Terms and Conditions and to the WeCook Website

We reserve the right in our sole discretion to revise and update these Website Terms and Conditions from time to time. Any and all such modifications are effective immediately upon posting to the WeCook Website and apply to all access to and continued use of the WeCook Website. You agree to periodically review the Website Terms and Conditions in order to be aware of any such modifications and your continued use of the WeCook Website and your Account shall constitute your acceptance of and agreement to those modifications.

The information and material on this WeCook Website, and the WeCook Website itself, may be changed, withdrawn, or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the WeCook Website is restricted to users or unavailable at any time or for any period.

Your Use of the WeCook Website and Account Set-Up and Security

The security of your personal information is very important to us. We use physical, electronic, and administrative measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure.

The safety and security of your information also depends on you. You are responsible for obtaining your own access to the WeCook Website. You are required to ensure that all persons who access the WeCook Website through your internet connection are aware of these Website Terms and Conditions and that they comply with them. The WeCook Website, including content or areas of the WeCook Website, may require user registration, including but not limited to the creation of your Account (as defined below). It is a condition of your use of the WeCook Website that all the information you provide on the WeCook Website is correct, current, and complete.

Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our WeCook Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the WeCook Website.

Your provision of registration information and any submissions you make to the WeCook Website through any functionality such as applications, chat rooms, e-mail, message boards, personal, or interest group web pages, profiles, forums, bulletin boards, and any other such interactive functions (collectively, "**Interactive Functions**") constitutes your consent to all actions we take with respect to such information consistent with our Privacy Policy, found at <https://www.wecookmeals.ca/en/privacy-policy>.

In order to use all or part of the WeCook Website or the products and services provided thereby, you are required to create an account on the WeCook Website (the "**Account**"). You are solely responsible for managing your Account and password and for keeping your password confidential. If you have forgotten your password, click on the "Forgot Password?" link and follow the on-screen instructions. You are also solely responsible for restricting access to your Account.

You agree that you are responsible for all activities that occur on your Account or through the use of your password by yourself or by other persons. This includes payments or purchases made by way of your Account. If you believe that a third party obtained or guessed your password, use the password regeneration feature of the Website as soon as possible to obtain a new password.

Any username, password, or any other piece of information chosen by you, or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You must exercise caution when accessing your Account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree that should you be provided an Account, your Account is personal to you and you agree not to provide any other person with access to this WeCook Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you logout from your Account at the end of each session. You are responsible for any password misuse or any unauthorized access.

We reserve the right at any time and from time to time, to disable or terminate your Account, any username, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Website Terms and Conditions.

You are prohibited from attempting to circumvent and from violating the security of this WeCook Website, including, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restricting, disrupting or disabling service to users, hosts, servers, or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting WeCook Website owner's ability to monitor the WeCook Website; (f) using any robot, spider, or other automatic device, process, or means to access the WeCook Website for any purpose, including monitoring or copying any of the material on the WeCook Website; (g) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the WeCook Website via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing, or crashing; and (i) otherwise attempting to interfere with the proper working of the WeCook Website.

Intellectual Property Rights and Ownership

You understand and agree that the WeCook Website and its entire contents, features, and functionality, including, but not limited to, all information, software, code, data text, displays, graphics, photographs, images, video, audio, music, broadcast, design, presentation, website layout, selection, and arrangement, are owned by WeCook, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

WeCook's name, any and all of its trademarks, the WeCook logo and all related names, logos, product and service names, designs, images, and slogans are trademarks of WeCook or its affiliates or licensors. You must not use such marks without the prior written permission of WeCook. Other names, logos, product and service names, designs, images, and slogans mentioned, or which appear on this WeCook Website are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.

WeCook hereby grants you personal, non-transferable, non-exclusive, revocable and limited right to access and use the WeCook Website for your own personal and non-commercial purposes. Except for the limited licence explicitly granted to you under the present Website Terms and Conditions, you are not granted any rights in WeCook's intellectual property.

You may only use the WeCook Website for your personal and non-commercial use. You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our WeCook Website, in any form or medium whatsoever except:

your computer and browser may temporarily store or cache copies of materials being accessed and viewed;

where social media platforms are linked to certain content on the WeCook Website, you may take such actions as our WeCook Website and such third-party social media platforms permit.

You are not permitted to modify copies of any materials from the WeCook Website nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site. You must not access or use for any commercial purposes any part of the WeCook Website or any services or materials available through the WeCook Website.

If you print off, copy, or download any part of our WeCook Website in breach of these Website Terms and Conditions, your right to use the WeCook Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You have no right, title, or interest in or to the WeCook Website or to any content on the WeCook Website, and all rights not expressly granted are reserved by WeCook. Any use of the WeCook Website not expressly permitted by these Website Terms and Conditions is a breach of these Website Terms and Conditions and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

Electronic Communications

When you visit the WeCook Website, send e-mails to or chat with us, you are communicating with us electronically and you hereby consent to receive communications from us electronically. We may communicate with you by e-mail or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing.

Upon registration of your Account, you can opt to agree to receive text messages from WeCook for your Account notifications and updates. Note where you agree to receive SMS messaging, the message frequency will vary and you can always reply "HELP" for help and "STOP" to cancel SMS. Note that standard message and data rates may apply. Note that carriers are not liable for delayed or undelivered messages. WeCook will never sell your data.

Conditions of Use and User Submissions

As a condition of your access and use, you agree that you may use the WeCook Website only for lawful purposes and in accordance with these Website Terms and Conditions.

The following content standards apply to any and all content, material, and information you submit, post, publish, display, or transmit (collectively, "**submit**") to the WeCook Website, to other users or other persons (collectively, "**User Submissions**") and any and all Interactive Functions. Any and all User Submissions must comply with all applicable federal, provincial, local, and international laws, regulations, and terms of service.

Without limiting the foregoing, you warrant and agree that your use of the WeCook Website and any User Submissions shall not:

In any manner violate any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Website Terms and Conditions and our Privacy Policy found at <https://www.wecookmeals.ca/en/privacy-policy>.

In any manner violate the terms of use of any third-party website that is linked to the WeCook Website, including but not limited to, any third-party social media website.

Include or contain any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such legally prohibited ground or be otherwise objectionable, such determination to be made in WeCook's sole discretion.

Involve stalking, attempting to exploit or harm any individual (including minors) in any way by exposing them to inappropriate content or otherwise or ask for personal information as prohibited under applicable laws, regulations, or code.

Involve, provide, or contribute any false, inaccurate, or misleading information.

Include sending, knowingly receiving, uploading, downloading, using, or reusing any material that does not comply with the terms set forth herein.

Impersonate or attempt to impersonate WeCook, a WeCook employee, another user, or any other person or entity (including, without limitation, by using email addresses, or screen names associated with any of the foregoing).

Transmit, or procure the sending of, any advertisements or promotions without our prior written consent, sales, or encourage any other commercial activities, including, without limitation, any "spam", "junk mail", "chain letter", contests, sweepstakes and other sales promotions, barter, or advertising or any other similar solicitation.

Encourage any other conduct that restricts or inhibits anyone's use or enjoyment of the WeCook Website, or which, as determined by us, may harm WeCook or users of the WeCook Website or expose them to liability.

Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, or alarm any other person.

Promote any illegal activity, or advocate, promote, or assist any unlawful act.

Give the impression that they originate from or are endorsed by us or any other person or entity, if this is not the case.

User Submissions: Grant of License

The WeCook Website may contain Interactive Functions allowing User Submissions on or through the WeCook Website.

None of the User Submissions you submit to the WeCook Website will be subject to any confidentiality by WeCook. By providing any User Submission to the WeCook Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to a world-wide, royalty free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose and according to your Account settings and/or incorporate such material into any form, medium or

technology throughout the world without compensation to you. You further waive any moral rights or other rights of authorship as a condition of submitting any User Submission.

By submitting the User Submissions, you declare and warrant that you own or have the necessary rights to submit the User Submissions and have the right to grant the license hereof to us and our affiliates and service providers, and to the extent applicable each of their and our respective licensees, successors, and assigns to the User Submissions and comply with these Website Terms and Conditions. You represent and warrant that all User Submissions comply with applicable laws and regulations and the User Submissions and Site Content Standards set out in these Website Terms and Conditions.

You understand and agree that you (not WeCook, nor WeCook's parent, subsidiaries, affiliates, nor any of our or their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors) are fully responsible for any User Submissions you submit or contribute, and you are fully responsible and legally liable, including to any third party, for such content and its accuracy. We are not responsible or legally liable to any third party for the content or accuracy of any User Submissions submitted by you or any other user of the WeCook Website.

Site Monitoring and Enforcement, Suspension, and Termination

WeCook has the right, without provision of notice to perform the following (collectively, "**Management Activity**"):

Remove or refuse to post on the WeCook Website any User Submissions for any or no reason in our sole discretion;

At all times, take such actions with respect to any User Submission deemed necessary or appropriate in our sole discretion, including, without limitation, for violating the WeCook Website and User Submissions requirements set out herein or Website Terms and Conditions;

Take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorized use of the WeCook Website. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the WeCook Website; and

Terminate or suspend your access to all or part of the WeCook Website for any or no reason, including, without limitation, any violation of these Website Terms and Conditions.

YOU WAIVE AND HOLD HARMLESS WECOOK, OUR PARENT, SUBSIDIARIES, AFFILIATES, AND EACH OF OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, AND SUCCESSORS FROM ANY AND ALL CLAIMS RESULTING FROM ANY MANAGEMENT ACTIVITY, OR ANY OTHER ACTION TAKEN BY WECOOK AND ANY OF THE FOREGOING PARTIES RELATING TO ANY, INVESTIGATIONS BY EITHER WECOOK OR SUCH ABOVEMENTIONED PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

We have no obligation, nor any responsibility to any party to monitor the WeCook Website or its use, and do not and cannot undertake to review material that you or other users submit to the WeCook Website. We cannot ensure prompt removal of objectionable material after it has been posted and we

have no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party, subject to applicable laws.

No Reliance

The content on our WeCook Website is provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain more specific or professional advice before taking, or refraining from, any action or inaction on the basis of the content on our site.

Although we make reasonable efforts to update the information on the WeCook Website, we make no representations, warranties, or guarantees, whether express or implied, that the content on the WeCook Website is accurate, complete, or up to date. Your use of the WeCook Website is at your own risk and neither WeCook, our parent, subsidiaries, affiliates, nor any of our or their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever for your use of the WeCook Website.

The WeCook Website may include content provided by third parties, including from other users and third-party licensors. All statements and/or opinions expressed in any such third-party content, other than the content provided by WeCook, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of WeCook. Neither WeCook, our parent, subsidiaries, affiliates, nor any of our or their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever to you, or any third party, for the content or accuracy of any third-party materials.

Privacy

By submitting your personal information and using the WeCook Website, you consent to the collection, use, reproduction, hosting, transmission, and disclosure of any such user content submissions in compliance with our Privacy Policy, found at <https://www.wecookmeals.ca/en/privacy-policy>, as we deem necessary for use of the WeCook Website and provision of products and services set out in WeCook's Terms and Conditions of Sale.

By using this WeCook Website you are consenting to the use of cookies which allow a server to recall previous requests or registration and/or IP addresses to analyze website use patterns. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. If you do, however, some areas of the WeCook Website may not function adequately. For more information on these automated information gathering practices, see <https://www.wecookmeals.ca/en/privacy-policy>.

Third-Party Websites

For your convenience, the WeCook Website may provide links or pointers to third-party sites. We make no representations about any other websites that may be accessed from the WeCook Website. If you choose to access any such sites, you do so at your own risk. We have no control over the contents of any such third-party sites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third-party sites.

Such links to third-party sites from the WeCook Website may include links to certain social media features that enable you to link or transmit on your own or using certain third-party websites, certain content from the WeCook Website. You may only use these features when they are provided by us and solely with respect to the content identified.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. The WeCook Website must not be framed on any other site, nor may you create a link to any part of the WeCook Website other than the homepage as described above. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the section herein entitled "Conditions of Use and User Submissions". You agree to cooperate with us in causing any unauthorized framing or linking to immediately stop.

Online Purchases

All orders, purchases or transactions for the sale of products and services offered on the WeCook Website and entered into using the WeCook Website are subject to WeCook's Terms and Conditions of Sale, found at https://cdn.wecookmeals.ca/terms_and_conditions_en.pdf.

To the extent that there are additional terms and conditions that may be applicable to parts or features of the WeCook Website, they are hereby incorporated by reference into these Website Terms and Conditions.

Geographic Restrictions

The owner of the WeCook Website is based in the Province of Quebec in Canada. We provide the WeCook Website for use only by persons located in Canada. The WeCook Website is not intended for use in any jurisdiction where its use is not permitted. If you access the WeCook Website from outside Canada, you do so at your own risk and you are responsible for compliance with local laws of your jurisdiction.

Disclaimer of Warranties

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WECOOK WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WECOOK WEBSITE IS AT YOUR OWN RISK. THE WECOOK WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WECOOK WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NEITHER WECOOK, OUR PARENT, SUBSIDIARIES OR AFFILIATES, NOR ANY OF OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS MAKE ANY WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE WECOOK WEBSITE OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER WECOOK, OUR PARENT, SUBSIDIARIES OR AFFILIATES, NOR ANY OF OUR AND THEIR RESPECTIVE

DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS REPRESENT OR WARRANT THAT THE WECOOK WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WECOOK WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WECOOK WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WECOOK WEBSITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE WECOOK WEBSITE AND YOUR COMPUTER, INTERNET, AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING, OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WECOOK WEBSITE OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WECOOK WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

Limitation on Liability

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL ANY OF WECOOK, OUR PARENT, SUBSIDIARIES OR AFFILIATES, OR ANY OF OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY, OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OR RELIANCE ON, THE WECOOK WEBSITE, ANY LINKED WEBSITES OR SUCH OTHER THIRD-PARTY WEBSITES, NOR ANY WECOOK WEBSITE CONTENT, MATERIALS, POSTING, OR INFORMATION THEREON EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW.

Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless WeCook, its parent, subsidiaries, affiliates, and each of our and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these Website Terms and Conditions or your use of the WeCook Website, including, but not limited to, your User Submissions, third-party sites, any use of the WeCook Website's content, services, and products other than as expressly authorized in these Website Terms and Conditions and the Terms and Conditions of Sale.

Governing Law and Choice of Forum

The WeCook Website and these Website Terms and Conditions will be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule (whether of the laws of the Province of Quebec or any other jurisdiction) and notwithstanding your domicile, residence, or physical location.

Any action or proceeding arising out of or relating to the WeCook Website and under these Website Terms and Conditions will be instituted in the courts of the Province of Quebec and/or the Federal Court of Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

Waiver

No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Website Terms and Conditions operates, or may be construed, as a waiver thereof; and no single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Severability

If any term or provision of these Website Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Website Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

Entire Agreement

Except as otherwise set out herein, the Website Terms and Conditions and our Privacy Policy constitute the sole and entire agreement between you and WeCook regarding the WeCook Website and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

No Third Party Rights

Nothing expressed or referred to in these Website Terms and Conditions will be construed to give any person other than the parties to these Website Terms and Conditions any legal or equitable right, remedy or claim under or with respect to these Website Terms and Conditions or any provision of these Website Terms and Conditions; with the exception of (a) the parents, subsidiaries and affiliates of WeCook, and (b) its and their directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers and successors, all of which shall benefit fully from all disclaimers, limitations and exclusions of liabilities, and other rights and remedies described in these Terms and Conditions of Sale which do or may benefit them.

Reporting and Contact

The WeCook Website is operated by 9219-3267 Quebec Inc. located at 1895 ch. St-Francois, Dorval (Quebec) H9P 1K3.

All notices of copyright infringement claims should be sent to the WeCook at info@wecookmeals.ca.

Should you become aware of misuse of the WeCook Website including libelous or defamatory conduct, you must report it to WeCook at info@wecookmeals.ca.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to info@wecookmeals.ca.

Last updated March 18, 2022

TERMS AND CONDITIONS OF SALE

This document contains very important information regarding your rights and obligations, as well as conditions, limitations, and exclusions that might apply to you. Please read it carefully.

These terms and conditions of sale (the “**Terms and Conditions of Sale**”) constitute a legal agreement between you (the “**User**” or “**you**”) and 9219-3267 Quebec Inc. (“**WeCook**”, “**us**”, “**we**”, or “**our**”) concerning the conditions associated with those ready made meals in accordance with one of the plans selected, grocery items and other food products (the “**Products**”) made available for purchase and delivery from time to time (the “**Delivery Service**”) on a recurring weekly basis (the “**Subscription**”) on the website www.wecookmeals.ca or on any related subdomain, replacement site, web applications, mobile applications or applications on other platforms or devices (collectively, the “**WeCook Website**”). The WeCook Website, together with the services provided at any time and from time to time by or on behalf of WeCook (including the Delivery Service), are collectively referred to hereafter as the “**Service**”. When used herein, the term person(s) refers to individuals and entities.

The Terms and Conditions of Sale are applicable to persons who access or purchase Products and/or the Service. Please read these Terms and Conditions of Sale carefully before accessing or purchasing any Products or Service. By accessing the WeCook Website, creating your Account (as defined below) and/or each time you place an Order (as defined below), you agree to all the terms and conditions set forth in these Terms and Conditions of Sale. If, at any time, you do not or cannot agree to the Terms and Conditions of Sale, you must cease using the Service and cancel your Subscription, and will not be able to create an Account or order any Products or Service. Your use of your Account or access to the Service after any amendments or updates of these Terms and Conditions of Sale shall signify your acceptance of such revised Terms and Conditions of Sale.

You should also carefully review our (i) Website Terms and Conditions <https://www.wecookmeals.ca/en/privacy-policy> and (ii) Privacy Policy at because by using the WeCook Website you accept and agree to be bound by and comply with the Website Terms and Conditions as well as the Privacy Policy. If you do not agree to the WeCook Website Terms and Conditions or the Privacy Policy, you must not access the WeCook Website.

You should print a copy of these Terms and Conditions of Sale for future reference, along with the Website Terms and Conditions and the Privacy Policy.

Compliance with Canadian Anti-Spam Legislation

As part of the services and products you procure from WeCook, you may receive “commercial electronic messages.” The term “commercial electronic messages” (also referred to as CEMs) is defined as any message sent to an electronic address that has as its purpose, or one of its purposes, the encouragement of participation in a commercial activity. For illustrative purposes, CEMs include, without limitation, messages that offer to sell goods or services, contain advertisements related to any of the present or future products and services of WeCook, or promote a person (including a public image of a person) as being a person who does or intends to do anything referred to above. **By creating your Account you agree to receive CEMs from WeCook via e-mail, texting, instant messages, messages to telephone accounts, or messages sent to any similar account (such as certain forms of social media messaging or other digital messaging systems where a message is sent by one person to one or more specific electronic addresses).** The purpose of your consent is to ensure that we can effectively communicate

CEMs to you in relation to our business, the Products offered and the Service. Please note that you may withdraw your consent at any time by contacting WeCook at info@wecookmeals.ca.

Accessing the WeCook Website, Products and Service

By placing an order for Products from the WeCook Website, you affirm that you are of legal age to enter into the Terms and Conditions of Sale and that you accept and acknowledge that you are bound by these Terms and Conditions of Sale. You affirm that if you place an order on behalf of an organization or company, you have the legal authority to bind any such organization or company to these Terms and Conditions of Sale.

You may not open an Account or order Products from the WeCook Website if you: (i) do not agree to these Terms and Conditions of Sale; (ii) are not the age of majority in your province or territory of residence; (iii) are prohibited from accessing or using the WeCook Website or any of its' contents, Products or the Service by applicable law or (iv) if you would require delivery of Products outside of the provinces of Quebec or Ontario.

We do not offer the Products or the Service outside of Ontario and Quebec, and in that case only to certain regions in Ontario and Quebec. In the process of opening your Account and placing your Initial Order, the WeCook Website will prompt you to provide your postal code and will inform you whether or not the Products and Service are offered in your region.

The Products and Service are offered to individual consumers and to business consumers. Note that for business consumers, WeCook may agree in writing to terms in addition to those set forth herein. If you are a business client and want to order Products and Service, please contact us for more details at: info@wecookmeals.ca.

How to access the Products and Service

Creation of your Account and your Initial Order

To purchase Products and access the Service must create an Account (as defined below) on the WeCook Website and thereafter by logging into your Account on the WeCook Website.

If you want to benefit from the delivery of ready-made meals, you need to create a specific account for that purpose ("**Prepared Meal Account**"). If you want to benefit from the sealed food offerings, then you need to create a specific account for that purpose ("**Sealed Food Account**"). Each of the Prepared Meal Account and Sealed Food Account may be referred to collectively in the singular as an "**Account**").

For each Account, when placing your Initial Order (as defined below), you access the WeCook Website and provide your e-mail address as well as the postal code of the location where you want the Products to be delivered to you. If you live in a region of Quebec or Ontario where we provide the Service, then you can select a delivery date from the dates shown on the WeCook Website. We will then ask you to confirm your e-mail address and where you want the Products delivered.

You then select those Products you would like to be delivered in accordance with the different selections provided on the WeCook Website.

You provide payment and delivery information and once you submit this information you will receive an e-mail from us acknowledging that we have received and accepted your first order (your "**Initial Order**"), the details of applicable fees as well as the time and place of delivery of your selected Products. The next orders (the "**Subsequent Orders**" and the Initial Order and Subsequent Orders are referred to collectively

as “**Order**”) and when the Products will be delivered will depend on whether you have a Prepared Meal Account or a Sealed Food Account as detailed below.

All Orders are subject to acceptance by us, and we will confirm such acceptance of your order by e-mail. We may choose not to accept any Orders in our sole discretion.

Note that each time you submit your Order this confirms the entering into of these Terms and Conditions of Sale by you and WeCook and the obligations that flow from there, as set out herein.

Once your Initial Order is accepted by us, you are not able to modify your selections for the Initial Order.

Prepared Meal Account

When you create a Prepared Meal Account, you subscribe to a planned delivery schedule of a certain number of Products delivered on a weekly basis (“**Meal Subscription**”) to which you can add groceries and snacks. If you chose the Meal Subscription, you acknowledge that you are also automatically subscribed for the Products and the Service on a weekly basis—that is, the Meal Subscription consists of the delivery of Products on a weekly and recurring basis.

As such, for the Meal Subscription, Subsequent Orders will occur on a weekly basis such that the Meal Subscription will then be automatically extended for successive renewal periods of one week. Each week you will receive an e-mail reminder to complete your Subsequent Order by selecting, adding or changing Products. If you do not make any changes, you will receive a default selection based on your last Order. The Meal Subscription will continue to automatically renew and your Prepared Meal Account will be charged automatically each week for an indefinite period until you Skip-A-Week or deactivate your Prepared Meal Account, as further detailed below. See further details under “**Price and Payment**” below.

Cut-Off Time

In your Prepared Meal Account, we will specify a cut-off time prior to the next scheduled delivery time (the “**Cut-Off Time**”). The Cut-Off Time for each delivery is set out in your Account on a weekly basis and works as follows:

Take the example where your next Order is scheduled for January 28, and it is set out in your Account that you may make changes up until January 25 at 11:59pm. In that case, the Cut Off Time for your request to Skip-A-Week is January 25th at 11:59p.m. to avoid incurring costs for the scheduled January 28th order.

For the Prepared Meal Account, you are able to modify the Products for the Subsequent Orders for the second week of the Meal Subscription provided you do so before the Cut-Off Time.

Skip-A-Week

In relation to the Meal Subscription, while it is subject to an automatic renewal feature on a weekly basis, you have the option to decide not to select Products and the Service by indicating to us that you want to skip a week (“**Skip-A-Week**”) using the appropriate features in your Prepared Meal Account. In order to Skip-A-Week and avoid unnecessary charges for any Subsequent Order, you need to notify us by updating your Prepared Meal Account prior to the Cut-Off Time. Where you inform us prior to the Cut-Off time, the automatic feature of the Meal Subscription will be suspended for the following week’s Subsequent Order.

If you miss the Cut-Off Time to indicate to us that you want to Skip-A-Week, you will be charged for the Subsequent Order. You may decide to Skip-A-Week for five weeks in a row at one time and thereafter for an indefinite amount of time, bearing in mind that we do have the right to decide to unilaterally deactivate your Prepared Meal Account.

Sealed Food Account

When you create a Sealed Food Account, you are able to select Products for delivery to which you can also add groceries and snacks. For the Sealed Food Account, the Products and Service are not provided in accordance with an automatic renewal feature. Once your Order is placed and paid for there is no method to change it unless you reach out to WeCook at info@wecookmeals.ca and we will, in our discretion, determine whether we will allow you to change your Order.

Price and Payment

General

The price of the Products and our delivery charges, if any, will be as quoted on the WeCook Website and as indicated in your Account for each Order. We are not responsible for pricing, typographical or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

Product prices include applicable taxes if any are applicable. Please consult your Account for more information on which Products are subject to applicable tax.

Product prices and delivery charges, if any, are liable to change at any time, but changes will not affect Orders made after the Cut-Off Time for Prepared Meal Accounts or after the Order has been placed for Sealed Food Accounts.

Please consult your Account and details provided in your checkout page for more information on the pricing and applicable taxes for each Order.

Methods of payment

Payment for all Products and the Service can be paid by credit card using Visa, Mastercard or American Express. Payment may also be made by way of Visa Debit or Mastercard Debit. We reserve the right to change the payment methods we accept at any time.

Payment for Orders made pursuant to the Prepared Meal Account

Regarding your Meal Subscription, you agree that we (or the third party payment processor authorized by us) are authorized to charge your credit card or other method of payment you indicated in your Prepared Meal Account: (i) a weekly fee based on the Products in your previous Order if no selections are made or no new Products are selected for a Subsequent Order in a given week, noting that the applicable pricing may change from a previous Order and depend on whether you have selected the Premium Plan (described below); (ii) the fees applicable for the Products you select for a Subsequent Order, and (iii) any other fee that may be applicable to an Order, based on the pricing set out on the WeCook Website and as specified in your Prepared Meal Account for that Order.

By entering into these Terms and Conditions of Sale, you acknowledge that your Meal Subscription has initial and recurring payment feature and you accept responsibility for all recurring charges unless you decide to Skip-A-Week or to deactivate your Prepared Meal Account. We may submit weekly charges as

described herein without further authorization from you, until you provide advance notice that you wish to terminate this authorization or wish to change your payment method.

You acknowledge and agree that the amount you will be charged per week may change when you modify the selection of Products, benefit from a Voucher (as defined herein), the application of Credits (as defined herein), or if there are other changes to prices, applicable taxes or other fees to be added as indicated at all times in your Prepared Meal Account.

Premium Plan for the Prepared Meal Account

Note that for the Meal Subscription you can agree to pay a surcharge pursuant to which WeCook will offer you meals with side dishes included in the price and other advantages based on your previous selections and preferences (the “**Premium Plan**”) which may also cause the pricing to fluctuate. Please always consult your Account in advance of an Order to review any and all price information.

Payment for Orders made pursuant to the Sealed Food Account

Payment for Sealed Products is made with each Order you make, there is no recurring payment feature.

Representations and warranties around payment

You represent and warrant that (i) the payment information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for your purchase, (iii) charges incurred by you will be honoured by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

If the payment method indicated in your Account fails, we may charge an alternative method of payment if tied to your Account. To terminate your authorization or to change your payment method in your Account, please log on to your account or contact us by e-mail at info@wecookmeals.ca. or using the methods to communicate with us as set out in the WeCook Website.

We accept no liability to complete any transaction which cannot be cleared by our payment processor, including but not limited to insufficient credit limit on your credit card. If such a situation should occur, you will receive an error message and the transaction will be denied and cancelled. In addition, we may suspend your Account and/or contact you for an alternate valid credit card. Any suspension does not relieve you from your obligation to pay any fees owed to us.

Delivery

WeCook generally uses third parties for the Service therefore all Products delivered pursuant to the Service are made pursuant to a shipping contract whereby the title to and the risk of loss of such products passes to you upon delivery of the Products to you.

Type of delivery

Deliveries will be made to the address specified by you in your Account for your Orders. For Subsequent Orders from a Prepared Meal Account, you can change the address for delivery prior to the Cut-Off Time. For Orders from a Sealed Food Account, there is no way to change the scheduled delivery date once you have placed your Order unless you reach out to WeCook at info@wecookmeals.ca and we will, in our discretion, determine whether we will allow (or whether it is possible) for you to change your delivery time.

Timing of delivery

While WeCook will strive to have Products delivered in compliance with the delivery times specified in your Account, where this is not possible, WeCook shall notify you right away along with the new expected delivery time.

Note that all shipping times and dates are estimates and actual delivery times may vary due to weather conditions and other factors, some of which may be outside of our control. In the event that we remain unable to deliver your Products, we will issue a credit for the purchase price of those Products.

Notwithstanding the foregoing, you are responsible for the total value of your Order if we are unable to complete the delivery at your confirmed address at the specified day due to reasons caused by you. You are further responsible for any expense incurred by WeCook related to a second attempt to deliver the Products, unless otherwise agreed by WeCook.

Surrender of custody of Products

We consider the Products delivered when the third-party courier service arrives and surrenders custody of the Products in accordance with the delivery instructions you have specified in your Account. Where delivery is made to an address specified by you, we will presume that any individual present at the location specified in the delivery instructions is authorized to receive the delivery on your behalf. If there is no one present at the address specified in the delivery instructions, we will leave the package unattended at the address you have specified. You are responsible for ensuring the completeness of the delivery instructions provided to us. We shall not be responsible for delivery errors resulting from inaccuracies or incompleteness in the execution of the order by you nor for any damages or delays resulting from such error.

Inspection of Products Received

Once you have received the delivery, you are responsible for inspecting all Products received for any damage or other issues upon their delivery to you. You are responsible for determining the freshness of the Products you receive. If the Products are not fresh upon delivery, please let us know and we will handle the matter as set out under “**Return Policy**” herein.

Product Handling and Food Safety

Following delivery of the Products, the condition and consumption of the Products is at your own risk, and you are solely responsible for the proper and safe washing, handling, preparation, storage, cooking, use and consumption of the Products. WeCook is not responsible or liable for any action(s) or inaction(s) of such third parties and/or its agents and shall not be liable for any delay or loss of any kind, which occurs while a Product is in custody or control of a third party.

Our boxes include insulated liners and iced gel packs that keep your Products cold and fresh for several hours after they are delivered to you. However, we recommend you keep in mind the season and temperatures in your areas at the time of delivery and plan the deliveries and storage accordingly. Upon reception and following inspection of any delivered Products, you should immediately refrigerate all perishable items and are responsible for following refrigeration, food safety, safe food handling instructions and food consumption recommendations for at-risk groups (i.e., pregnant women, young

children, the elderly and individuals with compromised immune systems) from the Ministry of Agriculture, Fisheries and Food of Quebec (MAPAQ) (or in Ontario, Ministry of Agriculture, Food and Rural Affairs, OMAFRA) & Canadian Food Inspection Agency (CFIA) to reduce the risk of foodborne illnesses.

We do sell products containing nuts, soy, and other allergens, and some Products may have been prepared in common areas with these allergens. While we work to keep information as up-to-date as possible for each Product described on the WeCook Website and to consult with partners regularly about their food processing practices, you should be advised that we cannot guarantee a complete absence of such allergens.

Account Deactivation and termination of the Terms and Conditions of Sale

Since we cannot offer Products and the Service without an Account, deactivation of your Account shall constitute the termination of these Terms and Conditions of Sale.

You are free to deactivate your Account as follows:

Prepared Meal Accounts can be deactivated at any time provided you send written notice to our attention at info@wecookmeals.ca prior to the Cut-Off Time to avoid additional costs for existing and future Subsequent Orders—for greater certainty, if you fail to provide written notice to WeCook of your desire to deactivate your Prepared Meal Account ahead of the Cut-Off Time, the deactivation of your Account shall only take effect for the next Order.

Sealed Food Accounts can be deactivated at any time provided you do not have a confirmed Order that has been placed for delivery. If you have an Order placed for delivery, then you will receive your Order as scheduled, however, you can reach out to WeCook at info@wecookmeals.ca before your scheduled delivery date and we will, in our discretion, determine whether we will allow you to deactivate your Sealed Food Account and cancel your confirmed Order.

Following deactivation, you can re-activate your Account but we do reserve the right not to permit re-Subscription at our discretion.

Note in all cases, we reserve the right at our absolute discretion to deactivate your Account without giving any reasons for our decision.

You may deactivate your Account or at any time by contacting us in writing at:

9219-3267 Quebec Inc.

1895 ch. St-Francois

Dorval (Quebec)

H9P 1K3

or by e-mail at: info@wecookmeals.ca or in your Account online at www.wecookmeals.ca/en/profile/unsubscribe

WeCook also reserves the right to suspend or deactivate your Account at any time if you are in breach of the Terms and Conditions of Sale or for any other reason deemed serious at our entire discretion.

Risk and Title

Note that the description or availability of Products are outlined in the respective sections of the WeCook Website and are subject to change without notice. While Products on the WeCook Website are presented with the greatest accuracy technically possible, representation through photos, images, colours, sounds or any other means is for reference only and implies no warranty as to the characteristics of the purchased Product. The characteristics of the chosen Product will be outlined during the ordering process.

The transfer of title and risk occurs when the Products arrive and are delivered at your specified delivery address. The Products will be at your risk from the time of delivery. You are solely responsible for the proper and safe washing, preparation, storage and cooking of any products you receive through the Service as detailed under “**Delivery**” hereunder. Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products.

Return Policy

If you are dissatisfied with any Product you receive or if you have any reason to believe that a Product delivered to you is not suitable for consumption, please contact us immediately at info@wecookmeals.ca or one of the other methods of communication as indicated on the WeCook Website. We will investigate and may, at our discretion, provide a refund or Credit to your Account. In deciding whether to provide a refund or Credit, we may require you to provide certain information including but not limited to photographic evidence of the Product in question. You are responsible for inspecting items upon their delivery for any damage or other issues including but not limited to the freshness of the Products you receive, as set out under “**Delivery**” herein.

Vouchers

We may occasionally offer gift cards, discount promotions and other similar products (the “**Vouchers**”) which require activation online in order to receive the benefits connection with their use or potential use for the purchase of Products by you or a third party.

The following rules apply to the use of Vouchers: Each Voucher is only valid when used in the manner and within the timeframe specified on the WeCook Website or your Account. A Voucher may only be applied, in its entirety, at the actual time of purchase—partial use is not permitted. Unless otherwise stated, these Vouchers may only be used once and only one Voucher can be used per Order.

Vouchers are promotional in nature, are not transferable, may only be redeemed as instructed by us and are not exchangeable for cash or other property.

Any decision made by us regarding a dispute as to any Vouchers granted is final.

If any of the conditions of the Voucher are breached, we can refuse to honour the Voucher.

Reward Program: Referrals Codes and Credits

We provide you with the opportunity to receive advantages if, as a result of your recommendation, any new client creates an Account and makes an Initial Order for Products offered on the WeCook Website.

In order to take advantage of this offer, you may invite others to purchase the Products on the WeCook Website by sending them the codes you have been provided in your Account for this purpose (the “Referral Code”).

Note that the Referral Code can only be redeemed once. If upon purchase of the Products on the WeCook Website any of the persons you sent a code to redeems a Referral Code, you shall receive a credit of promotional value that will be automatically applied to future Orders as indicated from time to time in your Account from time to time (the “Credits”). Credits are promotional in nature, are not transferable, may only be redeemed as instructed by us and are not exchangeable for cash or other property.

Credits only remain available if you maintain an active Account. Deactivating your Account will result in the cancellation of your Credits. You may only redeem Credits after they are applied to your Account. Any decision made by us regarding a dispute as to any Credits granted is final.

Note that we may limit Credits to specific Products among those offered on this Website, as further specified in your Account.

We reserve the right to end the offer at any time at our own discretion. While no general limitation applies to the number of Referral Codes that you can share, the amount of Credits that you can receive may be limited at any time at our discretion.

Complaints

You may bring any disputes or complaints to our attention such that we can endeavour to resolve any issue amicably. You may submit the complaint including a brief description and any details of the related to us at info@wecookmeals.ca. We will process the complaint without unreasonable delay and in any event will reach out within fourteen (14) calendar days of receiving it.

Disclaimer of Warranty and Limitation of Liability

THE WECOOK WEBSITE, ITS CONTENTS, FUNCTIONS AND ALL INFORMATION, PRODUCTS AND SERVICES CONTAINED IN OR OFFERED THROUGH THE WECOOK WEBSITE (INCLUDING THE PRODUCTS AND SERVICE) ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WECOOK EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WECOOK DOES NOT WARRANT THAT THE WECOOK WEBSITE OR ITS CONTENTS WILL BE COMPLETE, ACCURATE, TIMELY, UNINTERRUPTED, SECURE OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. ALL INFORMATION ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

To the extent permitted by applicable law, WeCook warranties, indemnities and remedies (to the extent there are any) set forth in these Terms and Conditions of Sale are exclusive and are in lieu of all other warranties, indemnities and remedies (or similar rights available under applicable law or otherwise), whether express or implied, either in fact or by operation of law, statute, custom, oral or written

statements or otherwise, including, but not limited to implied warranties of merchantability, availability, performance, compatibility, fitness for a particular purpose, satisfactory quality, correspondence with description and noninfringement, all of which are expressly disclaimed.

Also to the extent permitted by applicable law, in no event shall WeCook, its parent, its subsidiaries, its affiliates nor any of its or their directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers and successors have any liability, whether based in contract, delict, tort (including negligence), strict liability or otherwise, for incidental, indirect, consequential, special or punitive damages of any kind, or for loss of revenue or profits, loss of business or goodwill, loss or corruption of, or unauthorized access to, or disclosure of information or data or other financial loss arising out of or in connection with the use, performance, failure, or interruption (as applicable) of the Products or the Service or the Account or any other service offered by WeCook or otherwise hereunder, whether foreseeable or not, and even if WeCook had been advised of the possibility of such damages. Where WeCook is found liable to pay any damages to you, WeCook's total liability to you under the Terms and Conditions of Sale shall be limited to the actual amount paid by you for the Products and the Service for the last Order you placed through your Account. These limitations of liability will not be if the remedy provided fails its essential purpose.

Indemnification

You agree to defend, indemnify and hold WeCook, its directors, officers, employees, agents, service providers, contractors, licensors, suppliers and successors harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Products or Service, your Account, or any information posted or communicated by you to the WeCook Website or any other forum.

Written communication

Applicable laws require that some of the information or communications we send to you should be in writing. When using the WeCook Website, web applications or mobile applications you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website or via our web applications or mobile applications in our sole discretion. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Notices

All notices given by you to us must be given to WeCook at the following address:
9219-3267 Quebec Inc.
1895 ch. St-Francois
Dorval (Quebec)
H9P 1K3
or by e-mail at: info@wecookmeals.ca.

We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or as set out above under “**Written Communication**”. Notices will be deemed received and properly served immediately when posted to the WeCook Website 24 hours after an e-mail is sent, or on the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

Force Majeure

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (“**Force Majeure Event**”).

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of a terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic (such as the 2019 novel coronavirus pandemic [COVID-19] and its variants), tsunami, or other natural disasters; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; and the acts, decrees, legislation, regulations or restrictions of any government.

Our performance under the Terms and Conditions of Sale is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

In the event of a Force Majeure Event, we are not liable for the cost of any compromised or failed deliveries; however, we reserve the right to refund you for all or part of any such compromised or failed deliveries as we see fit.

Amendments

We may amend the Terms and Conditions of Sale, in whole or in part, at any time without prior notice. The most up-to-date Terms and Conditions of Sale will be posted on the WeCook Website and you must review any revised Terms and Conditions of Sale and ensure you accept them just the same prior to placing any Order for any Products or accessing any Service (including, without limitation, opening or accessing your Account). All amendments or modifications to the Terms and Conditions of Sale shall be effective immediately upon publication on the WeCook Website. Your continued use of your Account and/or continued placing of any Order after any such amendment to the Terms and Conditions of Sale shall constitute your consent to those changes.

General Provisions

Governing Law and Choice of Jurisdiction

The Terms and Conditions of Sale are governed by and construed by the laws of the Province of , Canada and the laws of Canada applicable therein. Parties hereby irrevocably submit and attorn to the jurisdiction of the Courts of the district of Montreal, Province of .

Assignment

You shall not assign or otherwise transfer the Terms and Conditions of Sale or any of its rights or obligations hereunder to any third party without our prior written consent which consent is within our sole discretion. No assignment or delegation by you shall relieve or release you from any of its obligations under the Terms and Conditions of Sale. Subject to the foregoing, the Terms and Conditions of Sale shall be binding upon, inure to the benefit of, and be enforceable by you and us and our respective successors and assigns. WeCook shall be allowed to assign the Terms and Conditions of Sale to any third party without requiring your consent.

Waiver

No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms and Conditions of Sale operates, or may be construed, as a waiver thereof; and no single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Entire Agreement

These Terms and Conditions of Sale and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any agreement.

Non-Reliance

We each acknowledge that, in entering into the Terms and Conditions of Sale, neither of us relies on any representation or warranty (whether made innocently or negligently) that is not set herein or the documents referred to in them. Each of us agrees that our only liability in respect of those representations and warranties that are set out herein (whether made innocently or negligently) will be for breach of contract. Nothing in this clause limits or excludes any liability for fraud.

No Partnership

Nothing in the Terms and Conditions of Sale shall constitute a partnership or joint venture between you and WeCook.

Severability

If any term or provision of these Terms and Conditions of Sale is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms and Conditions of Sale or invalidate or render unenforceable such term or provision in any other jurisdiction.

No Third Party Rights

Nothing expressed or referred to in these Terms and Conditions of Sale will be construed to give any person other than the parties to these Terms and Conditions any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement; with the exception of (a) the parents, subsidiaries and affiliates of WeCook, and (b) its and their directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers and successors, all of which shall benefit fully from all disclaimers, limitations and exclusions of liabilities, and other rights and remedies described in these Terms and Conditions of Sale which do or may benefit them.

Reporting and Contact

If you have any concern, question or complaint regarding the Terms and Conditions of Sale, please contact us at:

9219-3267 Quebec Inc.
1895 ch. St-Francois
Dorval (Quebec)
H9P 1K3
or by at: info@wecookmeals.ca

Updated as of March 18th 2022.