

Terms and Conditions

My Piece Media Inc. (collectively referred to as “MyPiece”) provides app features and other services to you when you use the MyPiece mobile application or access our web portal through www.mypiece.co (collectively referred to as “The Site”). The Terms of Use (“Terms”) for MyPiece is that we provide information on live promotions around you and a way for you to communicate your orders (“Orders”) for products (“Products”) from third party restaurants (“Restaurants”), which may be requested through the use of an application supplied by My Piece and downloaded and installed by you on your single mobile device (smartphone) (“the Application”). All services provided by MyPiece to you by means of your use of the Application are hereafter referred to as the “Services”. Usage of all MyPiece services is governed by the MyPiece Privacy Policy. **By using MyPiece, you agree to the following Terms and Conditions (“Terms and Conditions”). Please review them carefully.**

General Agreement

MyPiece is dedicated to providing our users with quality and reliable content throughout The Site. However, we do not and cannot guarantee the accuracy, timeliness, and completeness of any information communicated in any form throughout The Site. All material, including text, images, videos, graphics, and other content depict only the information provided by the Restaurants, not by MyPiece, and may be modified at any time without prior notice as per the request of the Restaurants. MyPiece Services may not be used in any way that infringe these terms of use.

Limitations of Use:

- You may not alter or attempt to alter any systems, servers or The Site content in any way (this does not apply to Restaurants owners and managers who have permission to modify their Restaurants content)
- You may not post, upload, transmit, publish, forward, or otherwise distribute any content that encourage or constitute a criminal offense, lead to civil liability or other legal repercussions
- You may not use, remove, or reproduce copyrighted content obtained from The Site in any form without the explicit permission of the copyright holder
- You may not use The Site in any manner that is likely to breach the law or cause harm to other users

Changes

MyPiece reserves the right to make changes to our content, policies, and terms of use at any time as deemed necessary.

Copyright and Trademarks

All content published through MyPiece is the sole property of MyPiece or its content providers, and may be protected by copyright, trademark, or other intellectual property laws. Under no circumstances may any content, including logos, images, graphics, text, and trademarks from MyPiece be used for commercial purposes without written consent from the licensee or copyright holder. Proper administration of copyright restrictions will be enforceable by law.

Account and User Privacy

User Accounts.

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account (“*Account*”). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration may require you to submit to MyPiece certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or MyPiece termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by MyPiece in writing, you may only possess one Account.

User Requirements and Conduct.

The Services is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive Services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes. You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to

provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

User Provided Content.

MyPiece may, in MyPiece's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to MyPiece through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("*User Content*"). Any User Content provided by you remains your property. However, by providing User Content to MyPiece, you grant MyPiece a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and MyPiece's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant MyPiece the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor MyPiece's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by MyPiece in its sole discretion, whether or not such material may be protected by law. MyPiece may, but shall not be obligated to, review, monitor, or remove User Content, at MyPiece's sole discretion and at any time and for any reason, without notice to you.

Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and the Application and any updates thereto. MyPiece does not guarantee that the Services, or any portion

thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

You must inform us immediately if you observe any unauthorized use of your Account. MyPiece reserves the right to refuse service, deactivate an Account, and edit or remove content at any time at our discretion, without prior notice.

Promotion

MyPiece may, in MyPiece's sole discretion, run promotions that may be subject to any additional terms that MyPiece establishes on a per promotion basis ("Promo"). You agree that the Promo:

1. Must be used for the intended audience and purpose, and in a lawful manner;
2. May not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by MyPiece;
3. May be disabled by MyPiece at any time for any reason without liability to MyPiece;
4. May only be used pursuant to the specific terms that MyPiece establishes for such the Promo;
5. Are not redeemable for cash; and
6. May expire prior to your use.
7. Can only be redeemed once
8. When Promo is not available on MyPiece as a result of expiration or is taken off MyPiece, you will have 48 hours to redeem it.
9. When redeeming your Orders, the Products will only be dispursed once a staff member from the Restaurants clicks "Are you staff?". Once the check mark is clicked on "Are you staff?", you can no longer redeem your Orders. Each of your Orders may only be redeemed once.
10. MyPiece itself does not provide the Products, and MyPiece is not a restaurant. It is up to the Restaurants to accept Orders for Products, which may be requested through the use of the Application or the Services. MyPiece only acts as intermediary between you and the Restaurants. The provision of the Products and fulfillment of any Orders by the Restaurants to you is subject to the agreement which must be executed between you and the Restaurants. MyPiece shall never be a party to such agreements between you and the Restaurants.

Payment

The use of the Application and the Services is available to you free of charge. MyPiece reserves the right to introduce a fee for the use of the Application and/or the Services. If MyPiece decides to introduce such a fee, MyPiece shall inform you accordingly and allow you to either continue or terminate all Services with MyPiece.

MyPiece shall charge you for the Orders placed by you on behalf of the Restaurants. You agree that you will pay for all Products you purchase from the Restaurants, and that MyPiece may charge your credit card account as provided by you when registering for the Services for the Products (including any taxes and late fees, as applicable) that may be incurred by or in connection with your Account. You are responsible for the timely payment of all fees and for providing MyPiece with a valid credit card account for payment at all times. Any payment made is non-refundable.

MyPiece uses a third-party payment processor (the "Payment Processor") to link the payment card you provide to the Application and Services. The processing of payments or credits, as applicable, in connection with your use of the Application and Services will be subject to the terms, conditions and privacy policies of your credit card issuer in addition to these Terms. MyPiece is not responsible for any errors by the Payment Processor.

Indemnity

MyPiece is also not accountable for the quality of the dining experience, food services, or any other form of interactions between the customer and dining establishment. In these cases, legal onus in regards to customer satisfaction and the fulfilment of the deals lies with the Restaurants.

Under no circumstances will MyPiece and its affiliates be held liable of any issuing damages whatsoever including but not limited to nominal, punitive, incidental, exemplary, compensatory, special, or indirect damages arising from use or in connection to The Site and its Services, whether the prosecuting party has been previously informed of the possibility of such damages or not. By agreeing to these Terms and Conditions, you agree that MyPiece takes no responsibility and assumes no liability for any potentially false, invalid, or insecure information hosted within our domain.

Therefore, you agree to indemnify and hold MyPiece and its officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) MyPiece's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party that process payment (the Payment Processor).

Language

The Parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement.

Miscellaneous

These Terms and Conditions and any other documents referenced therein constitute your entire user agreement with MyPiece. If any part of the Terms and Conditions is deemed invalid, illegal, or otherwise unenforceable, they will be deemed severable or will be reformed to comply with the guidelines set forth by the governing court of jurisdiction. Such procession shall not affect the effectiveness or validity of other provisions. This agreement shall be governed and construed in accordance the laws of Quebec and federal laws in Canada. If any legal discrepancies or disputes arise, please contact us.

By email:

support@mypiece.co