

Booking Terms & Conditions

(Last updated on April 18, 2021)

1. Definitions

Capitalised terms used in this document have the meanings assigned to them, and each of the following terms has the meaning assigned to it.

“Booking Confirmation” means a written confirmation that we provide to you regarding a Qrew Up Booking, either in email or through the Qrew Up Website.

“Cancellation Policy” means a policy that is included in the Terms of Sale of a Qrew Up Booking whereby a Partner may charge you (through the Qrew Up Payment Services) a certain fee for a cancelled Qrew Up Booking, which may be up to 100% of the value of the Qrew Up Booking.

“Customer”, “End User”, and “You” means you, the user of the Qrew Up Services or the purchaser of any Partner Services.

“Qrew Up”, “we” or “us” has the meaning set out below:

- If you are in Canada, Qrew Up means Zealth Ventures Inc. DBA Qrew Up, a company registered in British Columbia under company number BC1278997, with registered office address in 8925 Watson Drive, Delta, BC, V4C 4T8, Canada.

“Qrew Up Booking” means a booking that you made with a particular Partner online or over the phone for the provision of Partner Services made via the Qrew Up Website.

“Qrew Up Booking Services” means all booking services, including creating bookings, adjustment, rescheduling, and cancelling bookings, provided through the Qrew Up Website

“Qrew Up Contract” has the meaning provided in Section 3 of these Booking Terms and Conditions.

“Qrew Up Customer Account” means an account created on the Qrew Up Website belonging to you, containing information such as your name, email, booking history, and contact information.

“Qrew Up Payment Services” means the online payment facility that may be available for select Partners on the Qrew Up Website.

“Qrew Up Services” means the Qrew Up Booking Services and the Qrew Up Payment Services

“Qrew Up Website” means the website qrewup.com, accessible through any web browser.

“No Show Policy” means a policy that is included in the Terms of Sale of a Qrew Up Booking whereby a Partner may charge you (through the Qrew Up Payment Services) a certain fee for a failing to show up to a Partner’s place of business at the time indicated on the Qrew Up Booking, which may be up to 100% of the value of the Qrew Up Booking.

“Partner” means a selected third-party provider of goods and services, who offers their goods and services for sale on the Qrew Up Website.

“Partner Contract” has the meaning provided in Section 3 of these Booking Terms and Conditions.

“Partner Services” means any products, goods and/or services of a Partner offered for purchase or booking on the Qrew Up Website.

“Pay Cash In Store Booking” means a booking made on the Qrew Up Website where the booking is not paid for online using the Qrew Up Payment Services.

“Payment Processor” means third-party payment processors supporting Qrew Up with the provision of the Qrew Up Payment Services.

“Terms of Sale” mean the date, time, price, Partner Services, discount, location, cancellation policy, and any other details and conditions shown on the Qrew Up Website at the time that a Qrew Up Booking is made.

2. Description of the Qrew Up Services

Qrew Up (“we”, “us”, or “our” for short) provides the Qrew Up Website to make it easy for you to book services (court rentals, lessons, camps, etc) online with a variety of participating Partners. The Qrew Up Website includes a consolidated list of Partner Services, which you may review and book online using the Qrew Up Booking Services.

For certain qualifying Partners, we also provide Qrew Up Payment Services. The Qrew Up Payment Services allow you to pay in-app for Partner Services, and include all credit or debit card processing services, including refunding, reversing, and adjusting transactions.

You understand and agree that the Partner Services listed on the Qrew Up Website are provided by our Partners, and not by us. These Partners, and not Qrew Up, are responsible for customer service related to these Partner Services, which includes responsibility for the nature, quality, and content of the Partner Services, as well as any disputes regarding scheduling, reservation, cancellation, refund policies, adjustments, functionality, and issues concerning experience with a Partner’s personnel or policies.

When you make a Qrew Up Booking, you will need to arrive at the place of business of the Partner in order to receive the Partner Services. The place of business will be indicated in the Terms of Sale of the Qrew Up Booking.

3. Relationship Between You, Us, and our Partners

The Qrew Up Website is operated by Qrew Up. The Website allows you to book and pay for a broad range of services (Partner Services) in the recreational sports industry, such as court rentals, lessons, and sports camps from a variety of providers (our Partners). Those Partner Services are provided by our various Partners and not by us. The provision of the Partner Services booked via the Qrew Up Website is the responsibility of the Partner which provides them.

In the event you pay for Partner Services using the Qrew Up Payment Services, your payment will be received by us acting as commercial agent on behalf of the Partner. If we receive payment as a commercial agent on behalf of the relevant Partner, our receipt of the correct payment will discharge your debt to that Partner.

The legal implications of this is that when you purchase Partner Services, with the exception of Pay Cash In Store Bookings where no binding contract is formed, it will create two binding legal contracts:

- a contract between you and Qrew Up (under which Qrew Up has certain responsibilities to you in relation to the purchase or booking) (the “Qrew Up Contract”). That contract is made based on these Booking Terms and Conditions; and
- a contract between you and the relevant Partner in respect of the provision or supply of the Partner Services which you book through the Qrew Up Website (the “Partner Contract”). That contract is subject to certain Terms of Sale, which will be disclosed to you prior to confirming your Qrew Up Booking.

All Partner Services available for purchase on the Qrew Up Website are offered by Qrew Up on behalf of its Partners. That is, Qrew Up takes and concludes your bookings as a commercial agent for its Partners. Therefore, we are not responsible or liable to you for the actual Partner Services that are booked through the Qrew Up Booking Services.

We may amend these Booking Terms and Conditions from time to time as set out in Section 13 of these Booking Terms and Conditions. Every time you wish to make a Qrew Up Booking, please check these Booking Terms and Conditions to ensure you understand the terms which will apply at that time.

4. How Contracts are Formed Between You and Us

When you make a Qrew Up Booking, you will be able to select which Partner Services you would like to receive. The Qrew Up Booking Services provide you with an opportunity to check and amend any errors before confirming your Qrew Up Booking, and will disclose any other relevant terms (e.g. cancellation policy) to you prior to your confirmation. Please take the time to read and check all details of your booking and applicable terms of sale before confirming your Qrew Up Booking

We are appointed as the commercial agent of the Partner to conclude Qrew Up Bookings on its behalf, and the Partner Contract will be formed when we send you a Booking Confirmation. Your Booking Confirmation is your receipt from Qrew Up, and will be sent to the email that you supply on your Qrew Up Customer Account upon confirming a Qrew Up Booking. If you require a tax receipt, you need to contact the Partner directly.

If you wish to reschedule your booking details (time/date) in whole or in part after you have received a Booking Confirmation, you may do so through either the Qrew Up Website, or by contacting the relevant Partner directly. However, you may only reschedule your booking provided that your booking is not due to take place within a time frame (e.g. 24 or 48 hours) determined by the Partner. The interval between when you may reschedule your booking and your scheduled booking start time will be determined independently by each Partner, and disclosed to you at the time of making your Qrew Up Booking. You should review and understand the cancellation policy before confirming your booking on the Qrew Up Website. Please note that your ability to reschedule your booking will be subject to the Partner's availability during the time you wish to reschedule.

5. Partner Services

Our Partners are under a legal duty to provide Partner Services that are in conformity with the relevant Partner Contract.

All Partner Services shown on the Qrew Up Website are subject to availability. The images and/or descriptions of the Partner Services on the Qrew Up Website are for illustrative purposes only, and actual Partner Services may vary from those images and/or descriptions. We require our Partners to ensure that all information provided by them for display on their page of the Qrew Up Website is accurate, complete and not misleading in any way. Nonetheless, we cannot verify the information which Partners provide to us. It will be each Partner's responsibility to ensure that all of its Partner Services listed on the Qrew Up Website are available and accurately described.

If you are a Customer, you have legal rights in relation to services that are not performed with reasonable care and skill or are otherwise not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Booking Terms and Conditions will affect these legal rights.

It is your (or the person receiving the Partner Services of your Qrew Up Booking) sole responsibility to communicate in advance any medical or health-related conditions and/or special needs to the Partner that might affect or be affected by any Partner Services (for example without limitation, allergy information and health issues). Notwithstanding Section 8, if you (or the relevant recipient of the Partner Services) fail to disclose any such information to the applicable Partner, neither Qrew Up nor the relevant Partner shall be liable to you (or the recipient of the Partner Services) for any injury, loss or damages resulting from the Partner Services that could reasonably have been avoided if you (or the recipient of the Partner Services) had disclosed that information prior to receiving the Partner Services.

6. Cancellation and No Show Policies

In addition to your other legal rights, you may in certain circumstances have the right to cancel a Partner Contract and/or Qrew Up Contract (as applicable) with the terms set out in this Section 6.

If you wish to cancel your Qrew Up Booking, you may do so through either the Qrew Up Website or by contacting your Partner directly. You may only cancel a Qrew Up Booking through the Qrew Up Website provided that your booking is not due to take place within a time frame (e.g. 24 or 48 hours) determined by the Partner. The interval between when you may cancel your booking and your scheduled booking start time will be determined independently by each Partner, and disclosed to you at the time of making your Qrew Up Booking as part of the Terms of Sale.

Certain Partners may choose to implement a Cancellation Policy, the terms of which will be disclosed to and confirmed by you at the time of making your Qrew Up Booking. If a Partner has such a Cancellation Policy, then Qrew Up may automatically charge your card an amount determined by the Partner, which may be up to the full amount (100%) of the value of the Qrew Up Booking. If you cancel a booking beyond the time indicated in the Partner's Cancellation Policy, you will not be entitled to any refund unless mutually agreed between you and the Partner directly.

Certain Partners may also choose to implement a No Show Policy. If you fail to turn up to a Partner's place of business at the time indicated on your Qrew Up Booking, a Partner may choose to exercise their No Show Policy, wherein Qrew Up may automatically charge your card an amount of up to the full amount (100%) of the value of the Qrew Up Booking.

PLEASE NOTE THAT NO REFUND WILL BE GIVEN WHERE A CANCELLATION IS ATTEMPTED WITHIN THE TIME PERIOD SPECIFIED IN THE CANCELLATION POLICY OF THE RELEVANT PARTNER.

7. Customer's Representations and Warranties

By providing debit or credit card information through the Qrew Up Website to use the Qrew Up Payment Services, you represent, warrant, and covenant that:

- you are at least 18 years of age;
- you are legally authorized to provide such information to us;
- you are legally authorized to perform payments from the debit or credit card account(s); and
- such action does not violate the terms and conditions applicable to your use of such debit or credit card, or any other applicable law

Additionally, when you authorize a payment using the Qrew Up Payment Services, you further represent, warrant, and covenant that:

- the Partner Services associated with your purchase have been duly received; and
- there are sufficient funds or credit available to complete a payment using the debit or credit card account.

Breach of any of the representations, warranties, and covenants in this Section 7 are grounds for denial of the Qrew Up Payment Services or any of the other Qrew Up Services. For the avoidance of doubt, this does not exhaust the claims Qrew Up may have for breach of the representations, warranties, and covenants described in this Section 7.

To confirm that the payment card information you have provided is accurate, we may place a temporary \$1.00 authorization hold on your debit or credit card at the time you provide your payment card information to the Qrew Up Website. After we verify that your payment card information is accurate, the \$1.00 hold will be removed and/or refunded.

8. Resolving Issues

We care about your experience and want to ensure we maintain the highest standards possible. If you have any feedback or would like to make a complaint about one of our Partners or their Partner Services, please either:

- speak to the Partner yourself to try and resolve the issue;
- leave an honest review and/or rating for the Partner on the Qrew Up Website to reflect your experience; or

- Email us at support@qrewup.com

If you reach out to us at support@qrewup.com, we may contact the Partner to attempt to resolve the issue. If we are unable to resolve the issue following contact with the Partner, and if we consider it to be fair in all the circumstances, then we may, at our sole discretion and always as a last resort, elect to give you a refund for the disputed / complained about amount. These refunds will be processed through the Qrew Up Payment Services.

IMPORTANT NOTE: PLEASE DO BEAR IN MIND THAT WHILE WE TAKE ALL COMPLAINTS ABOUT OUR PARTNERS VERY SERIOUSLY AND WILL ALWAYS DO WHAT WE CAN TO HELP TO RESOLVE THEM, WE ARE NOT RESPONSIBLE TO YOU FOR THE PARTNER SERVICE(S) WHICH THE PARTNERS PROVIDE AND ARE UNDER NO OBLIGATION TO PROVIDE YOU WITH A REFUND OR ANY OTHER RECOMPENSE IN THE EVENT YOU ARE DISSATISFIED WITH PARTNER SERVICES WHICH YOU HAVE RECEIVED FROM OUR PARTNERS.

9. Restrictions on Access

Qrew Up reserves the right to partially or fully restrict your access to the Qrew Up Services where any of the following occur:

- You maintain a history of many cancelled bookings, no shows, refunds, chargebacks, or other transactions that are negative to the experience of our Partners;
- You fail any credit or fraud prevention check provided by the Qrew Up Payment Services;
- We reasonably suspect fraud or money laundering by you or someone using your Qrew Up Customer Account;
- We reasonably suspect the security of your Qrew Up Customer Account has been compromised;
- You behave inappropriately, abusively, or offensively towards staff of Qrew Up or employees of a Partner, whether on the phone, through email, through communications within the Qrew Up Website, or in person at the place of business of a Partner;
- You breach other terms set forth in these Booking Terms and Conditions, including the Customer Representations and Warranties; or
- We believe, in our reasonable and sole discretion, that your actions are negatively affecting the quality of Qrew Up Services.

Additionally, you understand that because Partner Services are sold by our Partners, and not by us, our Partners maintain the right to impose additional restrictions on who may buy and book the Partner Services that they offer. In particular, a Partner may choose to restrict your access to their Partner Profile; prevent you from making a Qrew Up Booking with Partner Services that they offer; and otherwise restrict your ability to interact with that Partner on the Qrew Up Website. These restrictions are determined solely by the Partners, and we are unable to provide you with access to these Partner Services.

10.Price and Payment

Prices and any applicable delivery and/or processing charges will be as quoted on the Qrew Up Website. The final price you pay connected with a Qrew Up Booking may be adjusted to reflect any additional goods or services you purchase from the Partner at the time of receiving Partner Services, if that purchase is handled through the Qrew Up Payment Services. Additionally, the Qrew Up Partner may, at their sole discretion, issue a discount that would be reflected on the final tax invoice.

The Partner has full responsibility for accounting for indirect taxes on the total value of the Qrew Up Booking, plus any adjustments for additional goods or services sold or discounts applied, where applicable. Qrew Up does not charge you taxes on Qrew Up Bookings, as the Partner Services are provided by the Partner, not by Qrew Up. As a result, Qrew Up cannot provide you with a tax invoice in respect of your Qrew Up Bookings, and tax invoices will need to be provided by the Partner.

Payment for all Partner Services must be made at the time of receiving treatment in the currency stated on the Booking Confirmation. You may pay for Partner Services you receive using the Qrew Up Payment Services, or directly with the Partner with cash or credit card. If you do choose to pay using the Qrew Up Payment Services, you may be subject to the terms and conditions, privacy policy, and other terms of use of our Payment Processors.

Any currency conversion costs or other charges incurred by you in making a payment will be borne by you in addition to the price due to us.

Payments made through the Qrew Up Payment Services are processed by third party payment services providers (Payment Processors). Qrew Up takes reasonable care to ensure that the Qrew Up Payment Services are available and functioning at all times, but cannot guarantee continuous, uninterrupted or secure access to the Qrew Up Payment Services, nor can we guarantee that the facility is virus or error free. Because the Qrew Up Payment Services rely on third parties, there are many factors beyond our control (such as delays in the banking system or in card networks), we cannot predict or guarantee the amount of time needed to complete the processing of your payment. Additionally, access to the Qrew Up Payment Services may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to provide reasonable notice of any scheduled interruptions to the

Qrew Up Payment Services and will do what we can to restore the facility as soon as reasonably possible.

If you do elect to use the Qrew Up Payment Services, Qrew Up will collect the payment in its capacity as the commercial agent of the relevant Partner. Once Qrew Up has successfully received your payment for the Partner Services, this will discharge your debt to the Partner on whose behalf Qrew Up has collected the payment, and the Partner will have no further claim to remuneration from you in connection with that Qrew Up Booking.

For certain Qrew Up Bookings, there may be an option for you to make a Pay Cash In Store Booking. This means that you may make a Qrew Up Booking without using the Qrew Up Payment Services, and then pay the Partner directly for the value of the underlying Partner Services with cash, credit card, or another payment instrument acceptable to the Partner. This option will only appear if the Partner enables this option, and may not appear for some Partners. Please note that when you make a Pay Cash In Store Booking on the Qrew Up Website, no binding legal contract in respect of the Qrew Up Booking is made.

11.Liability

Where we have been negligent and/or breached a contractual obligation to you, we will be liable for any loss or damage you suffer as a result, provided that loss and/or damage is foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our negligence or breach of contract, or would have been considered by you and us to be a likely consequence of it at the time we entered into the Qrew Up Contract.

We do not accept any liability for the following types of loss, whether caused by breach of contract, tort (including negligence) or otherwise, even if the loss is foreseeable: loss of income or revenue; loss of business; loss of profits; loss of anticipated savings; or waste of management or office time.

We do not exclude or limit our liability for death or personal injury arising from our negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot be excluded or limited under English law.

12.Indemnity

You agree to defend, indemnify and hold harmless Qrew Up and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their staff members, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising out of or related to:

- your use of and access to the Qrew Up Services, including any data or content transmitted or received by you;

- your violation of any term of these Booking Terms and Conditions, including without limitation your breach of any of the representations and warranties above, or other representation or warranty;
- your violation of any applicable law, rule or regulation;
- personal information or any other information or content that is submitted via your Qrew Up Customer Account, including without limitation misleading, false or inaccurate information;
- negligent or willful misconduct; or
- any other party's access and use of the Qrew Up Services with your unique username, password or other appropriate security code.

13. Amendments to the Booking Terms and Conditions

We may revise these Booking Terms and Conditions from time to time in the following circumstances:

- if we change the process for accepting payment from you;
- if there are changes in relevant laws and regulatory requirements; and/or
- if there are any other changes to our business that reasonably mean we need to amend these Booking Terms and Conditions.

Every time you use the Qrew Up Booking Services, the Booking Terms and Conditions in force at that time (and available for view on Qrew Up Website and accepted by you at the point of booking confirmation) will apply to the Qrew Up Contract between you and us and the Partner Contract between you and the Partner. You can find the date on which these Booking Terms and Conditions were last updated at the top of this page.

14. General

(a) **Notices.** All communications and notices from you must be sent to Qrew Up by email at support@qrewup.com or by post to attention: qrewup.com, Zealth Ventures Inc., 8925 Watson Drive, Delta, BC, V4C 4T8, Canada. Qrew Up may communicate and give notice to you via post, email or by posting notices on the Website.

(b) **Severability.** If any of these Booking Terms and Conditions are determined by a competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

(c) **Governing Law.** These Booking Terms and Conditions will be governed by and construed in accordance with the laws of Canada. You and we each agree that the Canadian courts will have non-exclusive jurisdiction over any claim or dispute arising from, or related to, the ordering and/or supply of Partner Services via the Qrew Up Website.

(d) **Interpretation.** Where applicable, words in these Booking Terms and Conditions that are defined in the singular shall retain the same definition in the plural, and vice versa. Words in the masculine include the feminine, and vice versa. No regard for gender is intended by the language in these Booking Terms and Conditions.