

1. Definitions

Terms in the preamble and elsewhere in this document have their assigned meanings, and each of the following terms has the meaning assigned to it.

“Affiliate” means in relation to Qrew Up any entity that from time to time directly or indirectly controls, is controlled by, or is under common control with Qrew Up.

“Agreement” or **“Partner Terms of Business”** means this agreement, which sets out the terms and conditions upon which Qrew Up shall provide the Qrew Up Services to the Partner and which comes into effect on the Effective Date.

“Bank Charges” has the meaning in Section 17 of this Agreement.

“Booking Terms and Conditions” means Qrew Up’s Booking Terms and Conditions for Customers using the Qrew Up Services.

“Business Day” means a day other than a Saturday, Sunday or public holiday in England, Poland, Ireland, Canada, United States or United Arab Emirates when banks are open for business.

“Cancellation Penalty Period” has the meaning given in Section 10 of this Agreement.

“Cancellation Policy” means a policy that is included in the Terms of Sale of a Qrew Up Booking whereby you may charge a Customer (through the Qrew Up Payment Services) a certain fee for a cancelled Qrew Up Booking, which may be up to 50% of the value of the Qrew Up Booking.

“Closing Balance” has the meaning in Section 17 of this Agreement.

“Commission” means the commission (plus any applicable indirect taxes, such as sales tax, VAT, GST, HST, etc.) payable by the Partner to Qrew Up as set out in this Agreement or any other agreement between the Partner and Qrew Up, and calculated based on the total amount payable by a Qrew Up Customer for a Qrew Up Booking.

“Confidential Information” has the meaning in Section 19 of this Agreement.

“Current Balance” has the meaning in Section 17 of this Agreement.

“Customer” means any person who purchases or receives the Partner Services via the Qrew Up Website or the Qrew Up Widget.

“Customer Database” means the Partner’s database of Customers on the Qrew Up Business Software.

“Data Protection Legislation” means European Directives 95/46 and 2002/58/EC and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them (including the General Data Protection Regulation, or “GDPR”) and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction.

“Effective Date” means the earliest of (a) the Partner beginning to receive the Qrew Up Services, (b) the date on which the Partner ticks the box to confirm its acceptance of this Agreement on the Qrew Up Business Software and, (c) the date of any other agreement signed by the Partner concerning Qrew Up Services.

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

- If you are a Partner 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 made on the Qrew Up Website or the Qrew Up Widget by a Customer to receive Partner Services, where at the time of making the booking the Customer chooses a time and/or date at which to receive those Partner Services. A Qrew Up Booking includes both Qrew Up Bookings with Online Payments and Pay Cash In-Store Bookings.

“Qrew Up Booking with Online Payments” means a Qrew Up Booking where the Qrew Up Payment Services are used by the Customer at the time of booking, and excludes Pay Cash In-Store Bookings.

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

“Free Cancellation Time” has the meaning provided in Section 10 of this Agreement.

“Qrew Up Business Software” means the application available on <https://www.qrewup.com/>

“Qrew Up Customer” means a Customer who books Partner Services through the Qrew Up Website (<https://www.qrewup.com/>)

“Qrew Up Customer Account” means an account on the Qrew Up Website created by and belonging to a Qrew Up Customer.

“Qrew Up Payment Services” means the online and in-app payment facility of the Qrew Up Website and the Qrew Up Widget. The Qrew Up Payment Services assist Partners with collecting payments from Customers and benefiting from protection against late cancellations and no-shows.

“Qrew Up Services” means the benefits and services a Partner may receive from Qrew Up (including access to the Qrew Up Business Software), as set out in this Agreement and any other commercial agreement and/or in written exchange between Qrew Up and the Partner, in return for paying the Service Fees to Qrew Up.

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

“Qrew Up Widget” or **“Widget”** means the web interface owned and provided by Qrew Up, which a Partner may embed on their own website and/or social media channels, and through which Customers may book online with the Partner directly.

“Intellectual Property Rights” means all intellectual property rights on a world-wide basis whether currently in existence or otherwise and whether vested or contingent including (without limitation) copyright (including foreign language translation rights), design rights, database rights, rights in any domain names, registered designs, patents, trademarks, trade names, signs and other designations provided the foregoing are of a proprietary nature and all similar rights whether registered or otherwise (including, without limitation, all extensions, reversions, revivals and renewals thereof). The above shall include, in relation to registrable rights, any applications made or rights to make applications in respect of any such rights.

“Invoice Statement” has the meaning in Section 17 of this Agreement.

“Material Breach” means a breach (including an anticipatory breach) which is not minimal or trivial in its consequences to Qrew Up. In deciding whether any breach is material, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

“No-Show Policy” means a policy that is included in the Terms of Sale of a Qrew Up Booking whereby you may charge a Customer (through the Qrew Up Payment Services) a certain fee for a Qrew Up Booking in which the Customer fails to show up to your 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.

“Opening Balance” has the meaning in Section 17 of this Agreement.

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

“Partner Account” means an account on the Qrew Up Business Software belonging to a particular Partner that the Partner’s owners, staff, and other individuals can access.

“Partner Credit Card” means a credit card provided by the Partner and supplied to Qrew Up through the Qrew Up Business Software, which Qrew Up is authorized to charge Service Fees

pursuant to the terms of this Agreement and / or other commercial agreements between the Partner and Qrew Up.

“Partner Customer” means a Customer who books Partner Services directly with you through any means other than through the Qrew Up Website or the Qrew Up Widget, and whose details are stored on your Partner Account.

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

“Pay Cash In-Store Booking” means a booking made on the Qrew Up Website or the Qrew Up Widget 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.

“Pricing Change Notice” has the meaning provided in Section 4 of this Agreement.

“Prohibited Business” means a business identified in Section 14 of this Agreement

“Security Incident” has the meaning provided in Section 12 of this Agreement.

“Service Fees” means the Commission and any other fees (plus any applicable indirect taxes, such as sales tax, VAT, GST, HST, etc.) payable by the Partner in order to receive the Qrew Up 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 Booking Services

Qrew Up provides the Qrew Up Services to make it easy for Customers to book courts online with you and a variety of other participating Partners. The Qrew Up Website includes a consolidated list of Partner Services, and Customers may discover, review, and book these Partner Services using the Qrew Up Booking Services.

As a Partner, you may elect to offer certain Partner Services for sale on the Qrew Up Website. You are allowed to choose which Partner Services you would like to sell on the Qrew Up Website, and remove certain Partner Services from the Qrew Up Website that are currently listed. You can make these changes through your Partner Account, and the changes will automatically be updated on the Qrew Up Website and the Qrew Up Widget.

When a Customer makes a Qrew Up Booking, the Terms of Sale of the Qrew Up Booking will be sent to the Customer and the Partner by Qrew Up electronically. The Customer will view and agree to the Terms of Sale prior to confirming a Qrew Up Booking.

3. Description of the Qrew Up Payment Services

Qrew Up offers Partners the Qrew Up Payment Services to make it easy for Partners to collect, process, and refund payments from Customers (e.g. via Qrew Up Bookings with Online Payments).

If you are a Partner in Canada, the Qrew Up Payment Services are provided through Adyen N.V., a company registered in Amsterdam under number 34259528 and having its seat at Simon Carmiggeltstraat 6-50, 1011 DJ in Amsterdam, the Netherlands. By using the Qrew Up Payment Services in any of these aforementioned geographies, you agree to be bound by the Terms and Conditions of Adyen N.V. as may change from time to time. Additionally, Partners who elect to use the Qrew Up Payment Services must a) agree to the Terms and Conditions of Adyen N.V.; and b) not participate in activities listed in the “Restricted and Prohibited Products and Services” list accessible on adyen.com (as may be updated from time-to-time) or be a Prohibited Business as defined in this Agreement.

4. Qrew Up Services and Charges

In consideration of payment by the Partner of the Service Fees, and the Partner performing all of its other obligations herein and subject to this Agreement, Qrew Up shall provide the applicable Qrew Up Services to the Partner, which shall (unless otherwise agreed) include a personal, nonexclusive, non-transferable and fully revocable license to use Qrew Up Business Software.

In respect of all Qrew Up Bookings with Online Payments, Qrew Up shall act and is hereby appointed as agent at law for the Partner to conclude those Qrew Up Bookings with a Customer and (where applicable, e.g. for Qrew Up Bookings with Online Payments) collect and process payments on behalf of the Partner. Nothing herein shall prevent or limit the Partner from remaining fully responsible and liable for their provision and supply of Partner Services to Customers. Qrew Up is solely a technology provider with respect to Pay Cash In-Store Bookings, and has no direct relationship with the Customer in respect to Pay Cash-In Store Bookings.

The Partner must not apply a surcharge to Customers who make bookings through the Qrew Up Website, if that surcharge would not be applied to other Partner Customers in the ordinary course of business. For the avoidance of doubt, the Partner is permitted to offer lower prices or discounts to Partner Customers in accordance with its own promotional campaigns or loyalty schemes, but may not offer high prices to Customers than they could receive through offline channels. In other words, a Partner may not “pass on” Service Fees onto Customers who make Qrew Up Bookings. A breach of this clause shall be a Material Breach of this Agreement.

Additionally, the Partner shall not solicit Customers to make bookings otherwise than through the Qrew Up Website and Qrew Up Widget. In other words, if a Customer expresses an intent or preference to make a Qrew Up Booking, the Partner may not encourage the Customer to book through other means. In particular, where a Customer makes a Qrew Up Booking and the Partner encourages that Customer to cancel their Qrew Up Booking and make a separate booking directly with the Partner, the Partner shall be in Material Breach of this Agreement.

If Qrew Up has reasonable grounds to suspect that the Partner has made or makes any direct or indirect attempt to avoid paying any Service Fees, for example and without limitation, by fraudulently cancelling a Qrew Up Booking and rebooking it in the Qrew Up Business Software, this shall be a Material Breach of this Agreement, and shall give Qrew Up the right, without limiting other remedies available to it, to withhold and retain any payments due to the Partner under this Agreement.

Where a Partner has elected to receive Qrew Up Services which attract Service Fees, if the Partner wishes to cease receiving one or more of those Qrew Up Services, the Partner must give Qrew Up at least 30 days' notice in writing of its intention to terminate usage of the Qrew Up Services. The Partner will remain liable to pay any applicable Service Fees for the duration of the notice period.

Qrew Up may, in its sole discretion, change the amount of any Service Fees and/or the rate of Commission at any time with 30 days' notice to the Partner ("Pricing Change Notice"). The Partner's continued use of the Qrew Up Services after receipt of such Pricing Change Notice will be deemed to be acceptance of the new Service Fee. If a Partner does not agree to a change in the Service Fees, their sole recourse will be to cease using the Qrew Up Services.

5. Partner Acknowledgements and Consents

The Partner understands and accepts that:

- Qrew Up uses third-party vendors and hosting partners to provide the software, networking, storage, and related technology required to run The Qrew Up Business Software, the Qrew Up Website (including the Partner Profile), and the Qrew Up Widget;
- Qrew Up shall have administrator access to all parts of the Qrew Up Business Software;
- Qrew Up will track, using third party tools such as Google Analytics, the Partner's use of, and the Partner's employees' use of, the Qrew Up Business Software. The tracking will cover each single interaction the user has and the technical details of the browser and device being used and will include but not be limited to (a) booking creation, (b) editing employees, and (c) viewing the calendar. This tracking will assist Qrew Up in understanding how the Qrew Up Business Software is used by Partners and will allow

Qrew Up to develop and improve the Qrew Up Business Software. The Partner is responsible for alerting its employees that such tracking will take place.

- The Qrew Up Widget and Partner Profile are “Powered by Qrew Up”, contain Qrew Up branding including logos, trademarks and images, and will give Customers the opportunity to opt-in to receiving email marketing from the Partner and Qrew Up.
- Qrew Up will provide the Partner with a user account and password which allows the Partner to access the Qrew Up Business Software. The Partner shall safeguard and keep the user account details and password confidential and safely stored and shall not disclose them to any person other than those who need to have access to the Qrew Up Business Software and who are aware of the Partner’s obligations to keep those details secure. The Partner shall immediately notify Qrew Up of any suspected security breach or improper use, including any use which would breach this Agreement, Qrew Up’s reasonable instructions given from time to time and/or applicable law.
- The Partner must ensure that it has obtained the consent of each of its employees and contractors to be advertised on the Qrew Up Website and the Qrew Up Widget to Customers. These details include, but are not limited to, details such as name, photograph, expertise, contact details, availability and services offered.

6. License to Use the Qrew Up Services

Subject to payment of applicable Service Fees, the Partner may use the Qrew Up Business Software, the Qrew Up Website (including the receipt of Qrew Up Bookings), and the Partner Profile for the purpose of processing Qrew Up Bookings of Partner Services for and on behalf of itself only.

The Partner’s use of the Qrew Up Services is at the Partner’s sole risk. The Qrew Up Services are provided on an “as is” and “as available” basis. Technical support is provided by email primarily, and is a benefit for the Partner, but is not a right of the Partner.

As part of the license terms for the Partner to use the Qrew Up Services (including, without limitation, the Qrew Up Business Software, the Qrew Up Website, the Qrew Up Widget, and the Partner Profile), the Partner agrees not to do any of the following:

- reproduce, duplicate, copy, sell, resell or exploit the whole or any part of the Qrew Up Business Software, the Qrew Up Website, the Qrew Up Widget, or the Partner Profile;
- allow any third party (including group companies of the Partner) to use or access the Qrew Up Business Software without express prior written permission from Qrew Up (which may be denied or granted on such terms as Qrew Up in its sole discretion may determine);

- disclose, share or resell any login details or passwords for the Qrew Up Business Software or for the Qrew Up Website.

The Partner expressly understands and agrees that as regards its use of the Qrew Up Business Software, the Qrew Up Website, the Qrew Up Widget, and/or the Partner Profile, and without prejudice to Section 21, Qrew Up shall not be liable for any loss of income or profits, loss of contracts, loss of goodwill, loss of data, or other intangible losses or for any indirect or consequential loss or damage (even if Qrew Up has been advised by the Partner of the possibility of such loss or damage) resulting from:

- the Partner's use of, or inability to use, the Qrew Up Business Software, the Qrew Up Website, the Qrew Up Widget, and/or the Partner Site;
- unauthorised access to or alteration of the Partner's transmissions or data;
- statements or conduct of any third party on the Qrew Up Business Software, the Qrew Up Website, the Qrew Up Widget, and/or the Partner Site; or
- any other matter relating to the Qrew Up Business Software, the Qrew Up Website, the Qrew Up Widget, and/or the Partner Site.

7. General Partner Obligations

In consideration of receiving the Qrew Up Services, the Partner agrees to pay all applicable Service Fees to Qrew Up and to accept all Qrew Up Bookings and process and supply the Partner Services to the highest industry standards and in line with any specific terms and conditions set out in this Agreement generally, and particularly in this Section 7. A breach of this Section 7 will be a Material Breach of this Agreement.

Additionally, Partners under this Agreement have other specific obligations concerning Qrew Up Bookings, including:

(a) **Accuracy of Partner Information.** Partners are responsible for ensuring that the content listed on the Qrew Up Website and the Qrew Up Widget are accurate at all times, and are reflective of Partner Services, pricing, staff availability, Cancellation Policies and No Show Policies, and other content that the Partner actually offers. It is the Partner's obligation to transfer this information to Qrew Up by keeping this information on their Partner Account on the Qrew Up Business Software (including calendar availability) up-to-date at all times. Qrew Up has the right to suspend or terminate any Partner Account if the Partner fails to provide the required information to Qrew Up.

(b) **Order Fulfilment.** The Partner shall fulfil their obligation to provide Partner Services Offerings for all Qrew Up Bookings. In particular, the Partner must honour the Terms of Sale of

Qrew Up Bookings for their Partner Services, which includes the Cancellation Policy and No-Show Policy that were in place at the time that the Qrew Up Booking was made.

(c) **Payment Terms.** Customers using the Qrew Up Booking Services may settle the Terms of Sale of the Qrew Up Booking through their choice of payment method, including via the Qrew Up Payment Services. A Partner must accept payments from the Qrew Up Payment Services as equal to a direct payment by Customers, and seek no further claim from the Customer in connection with that Qrew Up Booking. For Pay Cash In-Store Bookings, Partners may accept any payment method they would otherwise accept in their normal course of business.

(d) **Service Fulfilment.** The Partner must accept all Qrew Up Bookings, and may only decline to accept Qrew Up Bookings in exceptional circumstances. In return, Customers are entitled to receive Partner Services equal to those included in their Qrew Up Booking at the price indicated on the Qrew Up Booking. Partners may not impose any extra or additional fees or charges that contradict or otherwise alter the Terms of Sale of any Qrew Up Booking, unless expressly agreed by the Customer. If a Customer receives Partner Services that are less than the value of the amount paid for the Qrew Up Booking, they may be entitled to a refund by the Partner equal to the difference between the value of the service received and the value of the Qrew Up Booking.

If a Partner fails to honor any of its obligations listed above, the Partner shall be considered to be in Material Breach of this Agreement and may forfeit any payments due to it in connection with that Qrew Up Booking, other penalties as defined within this Agreement notwithstanding.

8. Qrew Up's Responsibility

(a) **Promotion and Publication of Partner Services.** Qrew Up shall promote the Qrew Up Website in accordance with this Agreement and subject to the restrictions set forth herein. In order to maximize the exposure of your business online and the number of bookings scheduled through the Qrew Up Website, Qrew Up may, at its sole discretion, enter into agreements with third-party websites and businesses, optimize any current or future listings for your business to take advantage of search engine optimization, search engine marketing, lead generation or social networking opportunities, and perform any other actions Qrew Up deems appropriate to increase traffic and use of the Qrew Up Website. Qrew Up may promote certain Partner Services through a variety of online and offline channels, including: advertising, promotion mediums, social media accounts, search engines, Google, Google AdWords, keyword advertising, Facebook Ads, Twitter, email distribution lists, the qrewup.com homepage, email newsletters, third-party marketplaces, business partner websites or mobile applications, or through Qrew Up's affiliates and their networks. Such promotional efforts may include information pertaining to the Partner's business, including its business name, scheduling information, menu, service descriptions, pricing, staff names, staff titles, location, photos, and other data relating to the Partner's business. In addition, from time-to-time, Qrew Up may provide Consumers with additional information on Partners subject to the limitations of this Agreement.

(b) **Third-party and Affiliate Websites and Applications.** Qrew Up may publish or promote any information acquired under this Agreement, including calendar availability, business information, service descriptions and prices, on any third-party websites or mobile applications, particularly through the Qrew Up Widget or through other Application Program Interfaces (APIs). Qrew Up may supply affiliates and other third-parties with the Qrew Up Widget or other APIs to promote particular Partner Services. Qrew Up is not obligated to promote all Partner Services using these third-party and affiliate websites.

(c) **Curation.** In order to maintain a high-quality booking platform for the beauty and wellness industry, we may remove your particular Partner Profile from the Qrew Up Website if we believe, in our sole discretion and without needing to provide an explanation, that your particular business is not suited for the Qrew Up Website. Where we exercise our right to remove Partner Profiles under this clause, your access to and benefits from the Qrew Up Widget will not be affected.

(d) **Liability.** To the maximum extent permitted by applicable law, Qrew Up is not liable to or responsible for the quality, safety, or fulfillment of the products or services offered on the Qrew Up Website. You are responsible for the Partner Services which you provide to Customers. The extent of Qrew Up's liability is further detailed in Section 21 of this Agreement.

9. No Implicit Warranties

Except for any express warranties stated herein, nothing in this Agreement shall be construed or interpreted to be an implicit warranty by or of Qrew Up. In particular, Qrew Up explicitly does not warrant that:

- that the Qrew Up Business Software, the Qrew Up Website, the Qrew Up Widget, or the Partner Profile will meet the Partner's specific requirements;
- that the quality of any products, services, information, or other material purchased or obtained by the Partner through the Qrew Up Website, the Qrew Up Widget, or the Partner Profile will meet the Partner's requirements or expectations; or
- that the Qrew Up Business Software, the Qrew Up Website, the Qrew Up Widget, or the Partner Profile will be uninterrupted, timely, secure, or error-free;
- that any information or results that may be obtained from the use of the Qrew Up Business Software, the Qrew Up Website, the Qrew Up Widget, or the Partner Profile will be accurate or reliable;
- that any errors in the Qrew Up Website, the Qrew Up Widget, or the Partner Profile will be corrected.

By entering the Agreement, the Partner understands that the Qrew Up Services (including the Qrew Up Business Software) are provided on an “as is” basis without implicit warranties of any kind.

10. Partner Obligations Regarding Cancelled Appointments

In respect of Qrew Up Bookings, the Partner is obliged to comply with the cancellation and rescheduling policy set out in Section 6 of the Booking Terms and Conditions. In summary and in regards to Qrew Up Bookings:

- A Partner may specify a time (e.g. 24 or 48 hours) before when an appointment is scheduled to start (the “Cancellation Penalty Period”), after which rescheduling an appointment through the Qrew Up Website or the Qrew Up Widget will not be possible, and a cancellation by a Customer will incur a cancellation penalty. Partners may set their own Cancellation Penalty Period for Qrew Up Bookings through the Qrew Up Business Software.
- If a Customer cancels an appointment through the Qrew Up Website before the Cancellation Penalty Period, the Customer will not be liable to pay any fees to the Partner, and neither the Customer nor the Partner shall have any further obligation towards each other in regards to that Qrew Up Booking.
- If a Customer cancels an appointment through the Qrew Up Website during the Cancellation Penalty Period, the Customer will be obligated to pay the fee set forth in the Cancellation Policy that was in effect at the time of their Qrew Up Booking. In this case, Qrew Up will collect cancellation fees from the Customer through the Qrew Up Payment Services for later remittance to the Partner.
- The Partner agrees to collect cancellation fees for Qrew Up Bookings only through the Qrew Up Payment Services. If the Partner collects cancellation fees through the Qrew Up Payment Services, the Customer will be exempt from all further penalty or liability to the Partner, and the Partner may not impose additional fees or penalties to the Customer in connection with that Qrew Up Booking.
- Partners may, at their sole discretion, choose not to enforce their Cancellation Policy on a case by-case basis, even if the Cancellation Policy was included in the Terms of Sale of the Qrew Up Booking. If a Partner cancels an appointment of a Qrew Up Booking through the Qrew Up Business Software (as opposed to a Customer cancelling an appointment of a Qrew Up Booking through the Qrew Up Website), the Partner will have the option to waive the cancellation fees. Cancelling a Qrew Up Booking without imposing the Cancellation Policy would then conclude the contract between the Partner and Customer in connection with that Qrew Up Booking.

- Partners are able to modify their Cancellation Policies (including the Cancellation Penalty Period and amount they wish to charge for cancellations) through the Qrew Up Business Software, and the updated cancellation terms will be included in the Terms of Sale for all subsequent Qrew Up Bookings with that Partner. Changes to a Partner's Cancellation Policy will not affect previous bookings, and a Partner may not enforce Cancellation Policies retroactively if they differ from the Terms of Sale to which the Customer consented at the time of making a Qrew Up Booking.
- A Customer may choose to reschedule an appointment made through a Qrew Up Booking through the Qrew Up Website. If the Customer reschedules their appointment in accordance with the Partner's Cancellation Policy (i.e. the reschedule occurs before the Cancellation Penalty Period), then the Partner will accept the updated time as an amendment to the Terms of Sale of the Qrew Up Booking.
- The Partner may not impose cancellation fees for Pay Cash In-Store Bookings.

In respect of Pay Cash In-Store Bookings:

- Qrew Up is solely a technology provider and does not act as a commercial booking agent. No contract is created between the Customer and the Partner until the appointment takes place for Pay Cash In-Store Bookings.
- The Partner may handle cancellations or rescheduling directly with the Customer. Qrew Up has no further involvement in the Pay Cash In-Store Booking process and solely provides the technology to allow Pay Cash In-Store Bookings to be made.

11. Customer Service and Complaints

The Partner shall use best endeavours to provide top quality Partner Services to all Customers and shall promptly deal with any sales enquiries, matters or issues relating to Qrew Up Bookings or potential Qrew Up Bookings, including dealing with Customer complaints.

The Partner shall be directly responsible to the Customer for any failure to fulfil the Customer's expectations or for any other legal liability which arises in respect of the Partner Services, excepting for cases where such liability arises as a result of Qrew Up's negligence.

Qrew Up shall refer any Customer complaints it receives to the Partner, and the Partner shall acknowledge all complaints, and shall respond to the relevant Customer within 48 hours of the Partner's receipt of a complaint, whether the complaint has come directly from the Customer or via Qrew Up.

The Partner shall make all efforts to reach a resolution to any complaints within 14 days, and must notify Qrew Up of any correspondence between the Partner and the Customer relating to

the complaint and generally keep Qrew Up apprised of its progress and the status of the complaint.

The Partner hereby acknowledges and accepts that the Qrew Up Website and the Qrew Up Widget includes a reviewing platform, upon which Customers may post publicly viewable reviews about their experiences with Qrew Up and with the Partner (particularly in relation to the Partner Services). The Partner further acknowledges that a selection of reviews from preceding months will also be made available on the Partner Site (if applicable). The Partner should note that this platform may not be opted out from, and may from time to time contain negative reviews and/or feedback from Customers, which is outside Qrew Up's control. There is an option for the Partner to reply to reviews about them. However, any content the Partner posts in response to user reviews must be polite and professional and non-threatening or confrontational, and it may be subject to review by Qrew Up (and may be removed or amended in Qrew Up's sole discretion if Qrew Up deems it reasonably necessary to do so). For the avoidance of doubt, the Partner shall have no right to any remedy (including without limitation, any right to terminate this Agreement) as a result of any reviews or other public communications of Customers naming or referring to the Partner. However, if the Partner, acting reasonably, feels that any public communications of Customers is defamatory of the Partner or any person or in some other way is a violation of any person's legal rights, the Partner may flag and report such communications to Qrew Up. In such case, Qrew Up shall review the same and in its sole discretion take any action it deems necessary or desirable (including, for example, removing or amending such defamatory content from the Qrew Up Website).

12. Customer Data

For the purposes of this clause, "data controller", "data processor", "data subject", "personal data", "process", "processing" and "appropriate technical and organisational measures" shall be interpreted in accordance with applicable Data Protection Legislation.

Qrew Up and the Partner each acknowledge that, for the purposes of the Data Protection Legislation:

- in respect of Partner Customers' personal data, the Partner is the data controller and Qrew Up is the data processor; and
- in respect of Qrew Up Customers' personal data, the Partner and Qrew Up each act as independent data controllers

Where Qrew Up and the Partner are independent controllers, each acknowledge and agree that:

- the Partner must promptly (and in any event within 24 hours of the Partner or its employees becoming aware of the matter) notify Qrew Up of any accidental or intentional damage, alteration, destruction, unauthorised disclosure, loss, misuse or theft of or to the personal data of any Customer which the Partner has access to ("Security

Incident”). Partner shall provide full cooperation and prompt assistance to Qrew Up in respect of its efforts to (i) investigate, remediate, and mitigate the effects of the Security Incident, and (ii) comply with notification obligations to individuals, clients or regulatory authorities;

- Partner must not do, or omit to do, and must ensure that its personnel and other representatives do not do or omit to do, anything that would cause (or may be reasonably expected to cause) Qrew Up or its Affiliates to be in breach of any provision of any Data Protection Legislation and take all reasonable steps to ensure the reliability of its employees and agents who may have access to the personal data and ensure that such staff and agents are informed of the confidential nature of the personal data and have undertaken training in the laws relating to handling personal data;
- Partner agrees to implement and maintain appropriate technical and organisational measures in respect of its processing of the personal data sufficient to comply with the Data Protection Legislation and to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damages, theft, alteration or disclosure;
- Partner agrees to only process personal data of Customers for the purpose of providing the Partner Services to such Customers and, in the case of Customers who have expressly agreed by way of opt-in consent to receiving email marketing from the Partner, for the purposes of email marketing and in all cases only whilst receiving the Partner Services; and

The Partner acknowledges that ownership of all Intellectual Property Rights in Customer’s personal data in the Qrew Up Business Software shall vest in Qrew Up or its Affiliates, and Partner irrevocably and unconditionally assigns with full title guarantee all such rights to Qrew Up. Qrew Up grants the Partner a non-exclusive license to use such personal data to operate its business subject to Partner’s ongoing compliance with the provisions of this Agreement.

Where the Partner elects to use the Qrew Up Business Software’s marketing automation features, the Partner may send marketing or promotional communications to Customers whose details are stored in the Qrew Up Business Software and who have given their consent via an ‘opt-in’ box on signing up to receive the Qrew Up Services or when booking Partner Services via the Widget, to receive marketing or promotional communications from any Partner from whom they book Partner Services and/or specifically from the Partner with which they are booking.

The Partner undertakes and warrants that it will only process the personal data of Partner Customers in compliance with Data Protection Legislation and in particular that it, its employees, its partners and its suppliers will only send marketing or promotional communications to Partner Customers who have given their consent to receive the same. The Partner’s use of the personal data of Partner Customers is undertaken at the Partner’s sole risk

with Partner being responsible and liable for ensuring it, its employees', its partners' and its suppliers' use fully complies with all applicable Data Protection Legislation.

In the event that a Customer notifies the Partner or one of its employees that it does not wish to receive further marketing materials from Qrew Up and/or its Affiliates, the Partner shall promptly (and in any event no later than 48 (forty-eight) hours from being so informed) notify Qrew Up with full details of the same in writing so that Qrew Up can honour such request.

In the event that a data subject makes a request to either party to exercise one or more of the rights afforded to data subjects under Data Protection Legislation then to the extent that either party reasonably requires input or assistance from the other party in order to give effect to any of the rights afforded, that other party shall provide all such input or assistance within a reasonable timeframe with each party meeting their own costs in doing so;

In the event that either party receives a request from a data protection authority for information relating to this Agreement or the relationship between the parties, that party shall promptly notify the other unless prohibited by law.

Any breach of this Section 12 by the Partner will be a Material Breach of this Agreement.

The Partner will indemnify and hold Qrew Up and its Affiliates harmless against all losses, claims, costs, damages or proceedings suffered or incurred by Qrew Up and/or its Affiliates arising out of or in connection with the Partner's breach of this Section 12

This Clause in its entirety shall survive the termination or expiry of this Agreement.

13.Partner Warranties

As a condition for entering into this Agreement with Qrew Up, you represent and warrant that:

- you are at least eighteen (18) years of age;
- you are either (a) a sole proprietor managing a registered business in your local jurisdiction, or (b) an authorized signatory of your duly incorporated business
- you are eligible to register and use the Qrew Up Services, and have the right, power, and ability to enter into and perform under this Agreement;
- the name identified by you when you registered is your name or business name under which you sell goods and services;
- any sales transactions submitted by you will accurately describe the products and/or services sold and delivered to a purchaser;

- you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations;
- you will not use the Qrew Up Payment Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of any aspect of the Qrew Up Website; and

Any breach of these representations and warranties shall constitute a Material Breach of this Agreement.

15. License of Partner's content to Qrew Up

The Partner hereby grants Qrew Up a non-exclusive, royalty free, irrevocable and worldwide right and license (or sublicense as applicable) to use, reproduce, distribute, sublicense, communicate and make available content that Partner's publish on the Qrew Up Business Software and on their Partner Profiles on the Qrew Up Website and the Qrew Up Widget, and for any other purposes which are necessary for Qrew Up or required by Qrew Up to exercise its rights and perform its obligations under this Agreement

Qrew Up may sublicense, make available, disclose and/or offer the Partner content to Affiliates and third parties. In no event shall Qrew Up be liable to the Partner for any acts or omissions on the part of any third-party platforms. The sole remedy available to the Partner in respect of such third-party platforms is to (a) request Qrew Up (which has the right and not the obligation) to disable and disconnect with such third-party platforms in respect of the Partner; or (b) terminate this Agreement, in accordance with Section 19.

The Partner hereby grants Qrew Up the right to:

- remove, edit, cut-down or otherwise amend content supplied by the Partner that is published on the Partner Profile or elsewhere on the Qrew Up Website or Qrew Up Widget, including without limitation where such content does not, in Qrew Up's reasonable opinion, comply with the warranties identified in this Section 15, or is otherwise in breach of the terms of this Agreement; and
- make use of search engine optimisation services, pay-per-click advertising, and other mechanisms that embody, incorporate or quote (in whole or part) the trading name of the Partner or any brands used in connection with the Partner Services.

The Partner warrants, represents and undertakes that:

- all content that the Partner supplies to Qrew Up in connection with this Agreement and/or publishes (or provides to Qrew Up for publication) on its Partner Profile or elsewhere on the Qrew Up Website will be accurate in all material respects and shall not infringe any other person's rights (including Intellectual Property Rights) or be

defamatory, unlawful, offensive, threatening, or pornographic or otherwise falling below general standards of taste and decency; and

- it shall comply with all applicable laws and advertising regulations in the marketing, sale and provision of the Partner Services and shall obtain all licences, consents, authorities, qualifications and insurance it is either necessary or reasonably prudent for the Partner to obtain in respect of all its business activities and personnel (but especially in connection with the provision of Partner Services).

Any breach of the warranties in this Section 15 will be a Material Breach of this Agreement.

16. Indemnity

The Partner hereby agrees to indemnify, keep indemnified and hold harmless Qrew Up and its officers, directors and employees, from and against any and all claims, demands, obligations, actual or alleged causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs), expenses associated therewith (including the payment of reasonable legal charges and disbursements) and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis)) and all other reasonable professional costs and expenses arising out of or in connection with any breach by the Partner of any term of this Agreement or arising out of any action brought by any third party relating to the Partner Services provided (or not provided), or actions (or failures to act), of the Partner or any person (other than Qrew Up) acting on its behalf, including, without limitation any action brought in connection with any Data Protection Legislation, Intellectual Property Rights, or a Customer visit to the Partner's place of business.

The Partner acknowledges that Qrew Up enters into this Agreement for its own benefit but also as an agent for the benefit and on behalf of each of its officers, directors and employees (each an "Indemnified Third Party" and, collectively, the "Indemnified Third Parties") and that the rights in respect of indemnification set out this Section 16 shall be rights and benefits of each such Indemnified Third Party (as if, in each case, a party to this Agreement in its own right). Such rights shall be enforceable under this Agreement by Qrew Up as agent for each such Indemnified Third Party. Notwithstanding the foregoing, the Partner and Qrew Up may agree in writing to amend any provision of this Agreement without the consent of any of the Indemnified Third Parties, even if that amendment affects or will affect the rights conferred on any Indemnified Third Party hereunder.

This Section 16 shall survive the termination or expiry of this Agreement.

17. Payment Term

- **Invoicing:** Qrew Up will issue an invoice statement to the Partner once a month (the “**Invoice Statement**”) which will include, among other things, the following contents:

i) the balance carried over from the previous Invoice Statement (the “**Opening Balance**”), if any;

ii) what Qrew Up owes the Partner in respect of Qrew Up Bookings with Online Payments in the period since the last Invoice Statement;

iii) what the Partner owes Qrew Up in respect of accrued Service Fees since the last Invoice Statement; and

iv) the resulting account balance (the “**Closing Balance**”) payable either by Qrew Up to the Partner or the Partner to Qrew Up.

The Invoice Statement will also itemise all categories of Qrew Up Bookings and Service Fees, including:

i) Qrew Up Bookings with Online Payments;

ii) Collections and Service Fees from cancellations and no-shows; and

- **Partner Payouts:** Qrew Up will payout Partners weekly in arrears, considering the balance on the Partner Account accrued during the previous day or week (the “**Current Balance**”). If, for the period of service under consideration, the Current Balance is positive, Qrew Up will transfer the amount of the Current Balance to the Partner on the date specified on the Qrew Up Business Software. Such transfers from Qrew Up to the Partner will be made to the Partner’s bank account (the details of which shall be supplied by the Partner on the Qrew Up Business Software); no further action in respect of the Current Balance will be required by the Partner.

If the Current Balance is negative, the Partner is in debt to Qrew Up, and no payout will be remitted to the Partner. If the Current Balance remains negative as of the end of the month, the Partner’s Credit Card will be charged by the Current Balance as at the end of the month.

If the Current Balance is zero, then for the period under consideration, neither Qrew Up or the Partner have any obligation towards each other, and there is nothing further for Qrew Up or the Partner to do in respect of that period.

- **Partner Payment Terms:** The Partner and Qrew Up mutually accept that all monies collected through the Qrew Up Payment Services are owed to the Partner, and that as a commercial agent, Qrew Up is unable to draw from these monies for any purpose not explicitly mentioned in this Agreement. The Partner also understands and accepts that

its usage of the Qrew Up Payment Services is available in consideration for the payment of Service Fees, and that the Current Balance may be either decreased (in terms of debits for Service Fees) or increased (in terms of credits granted by Qrew Up) based on specific, strict criteria related to the commercial terms outlined in this Agreement.

Applicable debits (Service Fees) include:

- **Marketplace Fee:** Service Fees owed to Qrew Up for provision of the Qrew Up Booking Services or the Qrew Up Payment Services;
- **Payment Fee:** Service Fees owed to Qrew Up for the Partner's use of the Qrew Up Payment Services;
- **Chargeback:** Service Fees imposed by Qrew Up as a result of loss Chargebacks related to the Partner's use of the Qrew Up Payment Services;
- **Chargeback Fee:** Service Fees imposed by Qrew Up as a result of additional penalties from Chargebacks beyond the amount of loss;
- **Violation:** Service Fees owed to Qrew Up for the Partner's breach of terms outlined in this Agreement or in other commercial agreements executed between Qrew Up and the Partner;
- **Foreign Exchange Fee:** Service Fees owed to Qrew Up by the Partner in exchange for foreign exchange fees incurred by the Partner via the Qrew Up Payment Services

Applicable credits include:

- **Payment Failure:** Credits owed by Qrew Up to a Partner to correct for failed payments;
- **Bonus:** Credits owed by Qrew Up to a Partner for bonuses granted by Qrew Up;
- **Refund:** Credits owed by Qrew Up to a Partner as a refund for Service Fees;
- **Credit:** Credits owed by Qrew Up to a Partner as a credit or grant towards future Service Fees;
- **Compensation:** Credits owed by Qrew Up to a Partner for other types of compensation

The above lists of applicable debits and credits are comprehensive; neither Qrew Up nor its Payment Processors are authorised to debit or credit funds owed to Partners except as explicitly set forth in the use cases above. Invoices generated by Qrew Up and provided to Partners will

itemise each adjustment to the Current Balance with the applicable reason for adjustment (in cases where multiple reasons may apply, only one justification will be provided).

The Partner and Qrew Up mutually accept that all monies collected Qrew Up receives pre-payments from Customers as the Partner's commercial agent and the Customer's debt to the Partner in respect of that shall be discharged when the payment is received by Qrew Up. Further, unless otherwise agreed in writing between Qrew Up and the Partner, any onward payment of amounts collected by Qrew Up and due to the Partner will be strictly subject to the Partner having provided the Partner Services pursuant to a Qrew Up Booking in accordance with this Agreement. Subject to the preceding condition being satisfied by the Partner, onward payment of any balance will be payable by Qrew Up or the Partner, as applicable, as described earlier in this Section 17.

- **Remedies:** The Partner shall make all payments due to Qrew Up through the Partner Credit Card, without any deduction whether by way of set-off, withholding, counterclaim, discount or otherwise. If any sum due from the Partner to Qrew Up under these terms is not paid on or before the due date for payment, all sums owing by the Partner to Qrew Up shall become due and payable immediately and without prejudice to any other right or remedy available to Qrew Up, Qrew Up shall be entitled to:
 - suspend or terminate its provision of the Qrew Up Services and this Agreement, including disabling the Partner Profile or access to the Qrew Up Website or Qrew Up Widget, until arrangements as to payment or credit have been established which are satisfactory to Qrew Up;
 - charge the Partner the cost of obtaining judgment or payment, to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure; and
 - where the Partner has multiple venues with Qrew Up, offset the sums due from Partner to Qrew Up against payments due by Qrew Up to the Partner in relation to those other venues.

- **Payment Methods:** The Partner shall make all payments due to Qrew Up through the Partner Credit Card, without any deduction whether by way of set-off, withholding, counterclaim, discount or otherwise. If any sum due from the Partner to Qrew Up under these terms is not paid on or before The Partner shall be responsible for any refunds, chargebacks, banking charges or other administrative expenses ("Bank Charges") incurred by Qrew Up as a result of Partner's failure to notify Qrew Up in advance of changes in payment details and/or arrangements, including but not limited to:
 - bank account details;
 - cancellation of a direct debit mandate;
 - insufficient funds;
 - card expiry

Qrew Up reserves the right to deduct any sums payable to Qrew Up by the Partner and any such Bank Charges, from any balance collected by Qrew Up on behalf of the Partner, prior to onward payment of the Current Balance to the Partner.

All payments due from Qrew Up to the Partner shall be made via bank transfer using the bank details provided by the Partner to Qrew Up in the Qrew Up Business Software (and as set out in the Invoice Statement). It is the Partner's responsibility to ensure that these details are correct. Qrew Up will only make payments due to the Partner directly to the Partner, and cannot make payments to any third party. The Partner shall fully indemnify Qrew Up and hold Qrew Up harmless against any losses, damages or claims arising out of the Partner's failure to notify Qrew Up of a change of bank account details, including but not limited to any Bank Charges incurred by Qrew Up as a result.

In the event of a dispute between Qrew Up and the Partner, any undisputed amount of Service Fees will be paid in accordance with this Section 17 to Qrew Up. The Partner must notify Qrew Up of its disagreement within 14 days of receipt of the Invoice Statement setting out in detail the reason. If the Partner fails to do so, the Invoice Statement shall be deemed accepted by the Partner.

The Partner is responsible for withholding and reporting taxes applicable to the Service Fees in accordance with all applicable laws and the requests of the relevant tax authorities, including for any interest and penalties imposed for late payment or failure to withhold. If required, the Partner shall be solely responsible for agreeing with the relevant tax authorities on the tax treatment of the Service Fees. The Partner shall on the request of Qrew Up provide copies of tax payment certificates and/or tax exemption certificates. The Partner represents and warrants that it is duly registered with all relevant tax authorities, where applicable.

- **Further Acknowledgements:** The Partner understands and acknowledges that Qrew Up is a commercial booking agent and does not provide the Partner Services to the Customer. The contract for the Partner Services is between the Partner and the Qrew Up Customer and as a result, it is the Partner's responsibility, if the Partner is registered for indirect taxes, to charge indirect tax on the total value of the Qrew Up Booking and to provide a tax receipt to the Customer, if requested. Qrew Up only charges indirect tax to the Partner on the Service Fees, in consideration for the provision of the Qrew Up Services.

In the event of fraudulent or alleged fraudulent activities by the Partner or if Qrew Up is required by law, court order, governmental instruction, arbitrational decision or by its cancellation policy to make a refund, of all or part of a Qrew Up Booking, Qrew Up reserves the right to claim repayment from the Partner of any amount required to be repaid by Qrew Up to the Customer and for any Bank Charges relating thereto.

18. Term of Agreement

This Agreement commences on the Effective Date and will continue in effect unless terminated in writing on not less than 30 days' written notice by either party.

Either party shall be entitled to terminate this Agreement with immediate effect by written notice to the other if:

- the other party commits a Material Breach of any of the provisions of this Agreement (as defined throughout this Agreement), and either that breach is not capable of being remedied or, in the case of a breach capable of remedy, that party fails to remedy the same within 7 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
- the other party is in persistent non-material breach (whether remediable or not) of any of the provisions of this Agreement;
- an encumbrancer takes possession or a receiver is appointed over any of the property or assets of that other party;
- that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
- that other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting there from effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement);
- anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party; or
- the other party ceases, or threatens to cease, to carry on business

Termination of this Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

19. Confidentiality

Each party acknowledges that, whether by virtue of and in the course of this Agreement or otherwise, it may receive or otherwise become aware of information relating to the other party, their marketing plans, their clients, customers, businesses, business plans, finances, technology or affairs, which is proprietary and confidential to the other party ("Confidential Information").

Each party undertakes to maintain and procure the maintenance of the confidentiality of Confidential Information at all times and to keep and procure the keeping of all Confidential Information secure and protected against theft, damage, loss or unauthorised access, and not at any time, whether during the term of this Agreement or at any time thereafter, without the prior written consent of the owner of the Confidential Information, directly or indirectly, use, disclose, exploit, copy or modify any Confidential Information, or authorise or permit any third party to do the same, other than for the sole purpose of the performance of its rights and obligations hereunder.

The terms of and obligations imposed by this Section 19 shall not apply to any Confidential Information which:

- at the time of receipt by the recipient is in the public domain;
- subsequently comes into the public domain through no fault of the recipient, its officers, employees or agents;
- is lawfully received by the recipient from a third party on an unrestricted basis; or
- is already known to the recipient before receipt hereunder.

The recipient may disclose Confidential Information in confidence to a professional adviser of the recipient or if it is required to do so by law, regulation or order of a competent authority. This Clause shall survive the termination or expiry of this Agreement.

20. Liability

(a) **Limitations of Liability.** Without prejudice to the next paragraph, Qrew Up's maximum aggregate liability under or in connection with this Agreement, or any related contract, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the Service Fees due and payable to Qrew Up hereunder on the date of the event giving rise to the relevant claim. Further, Qrew Up shall not be liable for any loss of income or profits, loss of contracts, goodwill, or other intangible losses or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise (even if Qrew Up has been advised by the Partner of the possibility of such loss or damage).

(b) **Liability Under Applicable Law.** Nothing in this Agreement shall exclude or in any way limit Qrew Up's liability for fraud or for death or personal injury caused by its negligence or for its willful default or any other liability to the extent the same may not be excluded or limited as a matter of law.

This Section 20 in its entirety shall survive the termination or expiry of this Agreement

21. Miscellaneous

(a) **Interpretation.** The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

(b) **Consent to Communication.** Qrew Up may contact the Partner via e-mail, telephone, SMS or WhatsApp using the contact information provided on the Qrew Up Business Software and may be in connection with Qrew Up Bookings or other questions regarding Qrew Up Services and / or the Partner Services.

(c) **Intellectual Property Ownership.** All rights to the Website, App, Partner Sites and the content on it (save for Partner Content) (and all other Intellectual Property Rights belonging to or licensed to Qrew Up) remain vested in Qrew Up at all times. Nothing in this Agreement shall give the Partner any rights in respect of any such Intellectual Property Rights or of the goodwill associated therewith. In order to streamline the Website and the content on it (including the Partner Content), Qrew Up may, at its absolute discretion and from time to time, amend the format, content and style of venue page descriptions, photos and menus.

(d) **Change of Control.** In the event of a change of control or senior management of the Partner, the Partner must bring the existence and terms of this Agreement to the new owner or manager's attention and inform Qrew Up of the relevant new personnel's contact details.

(e) **Notices.** Any notice, invoice or other communication which either party is required to serve on the other party shall be sufficiently served if sent to the other party at the address specified in this Agreement (or such other address as is notified to the other party in writing or by email). Notices sent by registered post or recorded delivery shall be deemed to be served three Business Days following the day of posting. In all other cases, notices are deemed to be served on the day when they are actually received.

(f) **Amendments.** We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities, so please review our terms regularly.

(g) **Nature of Relationship.** The relationship of the parties is that of independent contractors dealing at arm's length. Except as otherwise stated in this Agreement, nothing in this Agreement shall constitute the parties as partners, joint ventures or co-owners.

(h) **Successors and Assignees.** Neither party may assign, transfer, charge, sub-contract or otherwise deal with any part or all of this Agreement without the prior written consent of the other party (not to be unreasonably withheld, conditioned or delayed).

(i) **Rights of Third-Parties.** A person who is not a party to this Agreement has no right to enforce any term of this Agreement.

(j) **Non-Waiver of Rights.** The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.

(k) **Severability.** If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.

(l) **Entire Agreement.** This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.

(m) **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of Canada. The parties submit to the exclusive jurisdiction of the Canadian courts to settle any dispute arising out of this Agreement.