

END USER SERVICE AGREEMENT FOR THE USEWALTER PLATFORM

This end user services agreement ("**Agreement**") governs Your relationship with <https://partner.usewalter.com> website and the Walter mobile application (hereinafter referred to as the "**Service**") operated by Walter Innovations Inc. (hereinafter referred to "**Walter**", "**Us**", "**We**", or "**Our**"). Walter is also the service provider to Your property manager and the various merchants (hereinafter the "**Merchants**") from which you may purchase goods and/or services using the Service. This Agreement applies to the Service that You are authorized to use while this Agreement is in force. You acknowledge that Your purchases using the Service may be subject to additional terms and conditions imposed by Merchants and made available to You prior to Your Purchase.

Your access to and use of the Service is based on your acceptance of and compliance with this Agreement. This Agreement applies to all visitors, users and others who access or use the Service. If You do not agree to these terms and conditions, in whole or in part, please do not use the Service.

PLEASE NOTE THAT, EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW IN YOUR JURISDICTION, (I) YOUR MERCHANT AND WALTER DO NOT PROVIDE WARRANTIES FOR THE SERVICE AND (II) THIS AGREEMENT CONTAINS LANGUAGE THAT LIMITS YOUR MERCHANTS' AND WALTER'S LIABILITY. CONSEQUENTLY, PLEASE READ SECTIONS 6, AND 11 OF THIS AGREEMENT CAREFULLY.

1. CREATION OF WALTER SERVICE ACCOUNT

You can register and create Your personal account ("**Account**") by using Your email and creating Your own password.

2. CONTENTS OF WALTER ACCOUNT:

Data stored within Your Account contains the following information: Your first name, last name, phone number, email address, gender (optional), birth date, country and postal code. All information pertaining to Your order and purchase history is maintained by Walter for a period of seven (7) years; including without limitation, Your name, the date and time each of Your orders was placed, details of Your orders, frequency of Your orders, purchase amounts, Your address for delivery of orders, and Your mobile phone number.

3. YOU ARE RESPONSIBLE FOR YOUR WALTER ACCOUNT

You are solely responsible for all activities that take place with Your email and password ("**Credentials**") and You are responsible to ensure that You and only You use Your Credentials to access Your Account. You are responsible for maintaining the confidentiality of Your Credentials and are similarly responsible for all uses of Your Account with such Credentials whether or not such uses are authorized by You. You must immediately notify Walter by email at support@usewalter.com, if the security of Your Account has been compromised in any way. The Merchants or Walter are not required to confirm the identity or the access right of any individual who uses Your Credentials to access Your Account. Non-personal and commercial accounts are prohibited under the Service.

4. PURCHASES

If You wish to purchase any product or service made available through the Service ("**Purchase**"), You may be asked to supply certain information relevant to your Purchase including, without limitation, Your credit card number, expiration date and CVC number of Your credit card, Your billing address, Your age, and Your shipping information. You represent and warrant that: (i) You have the legal right and capacity to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information You supply to Us is true, correct and complete.

By submitting such information, You grant Us the right to provide the information to third parties, on a need to know basis, for purposes of facilitating the completion of Purchases.

We reserve the right to refuse or cancel Your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in Your order or for any other reason.

We reserve the right to refuse or cancel Your order if fraud or any unauthorized or illegal transaction is suspected by Us. You acknowledge and agree that We will not be held responsible or liable for any failure for the Purchase to complete, or any resulting loss or damages to You.

5. USE OF THE SERVICE

You must use the Service from Canada. You may start using the Service as soon as you have finished the sign-up process and agreed to the terms of this Agreement. While using the Service, You will comply with the terms set forth herein, which includes that You will (i) comply with applicable laws and regulations; (ii) maintain the confidentiality of Your Account (including Credentials) and all of uses of Your Account; (iii) promptly notify Us if You observe or learn of a privacy/security breach related to the Service; (iv) be responsible to communicate with the Merchant if you notice that the data within your Account is not accurate and/or exhaustive; and (v) indemnify the Merchant and Walter for any failure to comply with the above.

In using the Service You agree not to:

- a. use or permit any other party to: use the Service to perform any activity that violates any applicable laws and/or, if applicable, use the Service to transmit or send any inappropriate, improper, excessive, threatening or obscene material or to otherwise harass, offend, threaten, embarrass, distress or invade the privacy of any individual or entity;
- b. engage in any activity that could compromise the security of or disrupt or interfere with the Service or any network or computers on the Internet or disrupt or interfere with the services of any third party;
- c. invade anyone's privacy by any means including but not limited to, by (i) misrepresenting the source of anything you may post, including impersonation of another individual or entity; (ii) attempting to harvest, collect, store, or publish private or personally identifiable information, such as passwords, account information, credit card numbers, addresses, or other contact information without their foreknowledge and willing consent;
- d. knowingly provide false or misleading information;
- e. circumvent, decrypt or bypass any technology that is used to protect the Service;
- f. perform any activity that would harm or disrupt another user's device or would allow others to illegally access software or bypass security on Web

sites, or servers, including but not limited to spamming; resell, rent or redistribute the Service; and

g. disassemble, decompile, or reverse engineer any software included and/or use in the Service, except and only to the extent that the law expressly permits this activity.

In using the Service, You further acknowledge and agree that:

a. all Purchases of goods made and confirmed through the Service are final. You agree to be responsible for any mistake made at the time of the order and for any order made via Your account or device whether or not authorized by You.

b. any issue or complaint regarding the ordered items should be addressed with the applicable Merchant.

c. if You Purchase goods that are restricted by age through the Service, You acknowledge and agree or confirm that You are of legal age to order said goods in the jurisdiction where the goods are being Purchased and consumed. You are hereby advised that You may be requested to show a recognized government issued ID at the time of the delivery or pick-up of any goods. Should You not have the requested ID, You will still be responsible for the payment of the Purchase via the Service that cannot be returned.

d. the estimated times for deliveries and / or pick-ups are provided by the applicable Merchant and are only estimates.

e. a Merchant may accept or reject a Purchase (at any time because they are too busy, due to weather conditions or for any other reason). GOLO will notify You (generally by email) as soon as reasonably practicable if a Merchant rejects Your order. However, We do not guarantee that any Merchant will accept Your Purchase.

f. for any Purchase, a signature may be required from the person receiving the Purchase. By affixing the required signature, You acknowledge that: (i) You are the owner or authorized user of the Account; (ii) You have Purchased the goods or services delivered, or (iii) if You are not the owner of the Account, You have the consent of the owner of the account to sign for the delivery.

g. In the case of any Successive Service (as defined below), Walter will pre-arrange pick-up and delivery. If You are not available or do not respect the timeframes for the pick-up or delivery, additional delivery fees will be applied to Your Purchase for each failed attempt by Walter. A "Successive Service" is a service offered by a Merchant through the Service whereby You may request a pickup or a drop-off of a product. By way of example only, a Merchant who provides dry-cleaning may offer a Successive Service.

h. Subject to Your legal capacity, respecting the bylaws of Your co-ownership agreement, and to the extent You are the owner of Your premises, You may wish to use the Service to designate a proxy or a power of attorney with respect to any meetings you may not attend, To do so, You must express in writing Your intention to be represented at any meeting. This instrument should minimally include the following information (the "Proxy"):

- The name of the syndicate of co-ownership;
- The name of the owner (i.e. You);
- The lot number(s) of the private portion(s);
- The date and time of the meeting; and
- The name of the mandatory.

Any actions taken by Your Proxy, are hereby deemed to be an action taken by Yourself and You agree to be fully responsible for and indemnify the Merchants and / or Walter as the case may be, for any and all damages or losses incurred by the Proxy.

6. WARRANTY AND DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY THE LAW THAT APPLIES IN YOUR JURISDICTION, YOU ACKNOWLEDGE AND AGREE THAT WE AND THE MERCHANTS PROVIDE THE SERVICE ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND YOUR USE OF SAME IS STRICTLY AT YOUR OWN RISK, WITH NO ADDITIONAL REPRESENTATIONS, CONDITIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, MERCHANTABILITY QUALITY, DURABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT AND NON-INFRINGEMENT. WE DO NOT GUARANTEE A TIMELY, ERROR-FREE OR UNINTERRUPTED SERVICE OR THE ACCURACY AND COMPLETENESS OF YOUR ACCOUNT OR TIMELINESS OF INFORMATION AVAILABLE FROM THE SERVICE. THE SERVICE MAY FAIL OR BE INTERRUPTED FOR REASONS INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL CONDITIONS, TECHNICAL LIMITATIONS, DEFECTS OR FAILURES, LIMITATIONS OF THE SYSTEMS OF TELECOMMUNICATIONS COMPANIES, EMERGENCY OR PUBLIC SAFETY REQUIREMENTS, OR CAUSES BEYOND OUR OR YOUR MERCHANTS' REASONABLE CONTROL.

7. LINKS TO OTHER WEB SITES

The Service may contain links to third-party web sites or services that are not owned or controlled by Us. Walter has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You acknowledge and agree that Walter shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

Prior to making any Purchase, we strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

8. PRIVACY AND SECURITY

We are committed to protecting the security of your personal information. Walter and the Merchants apply industry standard safeguards to protect the confidentiality of your personal information. The systems used to provide the Services use a variety of security technologies and procedures to help protect Your personal information from unauthorized access, use, and disclosure. For example, the personal information within Your Account is stored on computer servers, with limited access, and which are located in controlled facilities. Data encryption is used during transmission of personal information. The Service is designed to allow you to change your password at any time, as you deem necessary (we recommend a change of password every 90 days). Unfortunately, no collection or transmission of information over the Internet or other publicly accessible communications networks can be guaranteed to be 100% secure, and therefore, We cannot ensure or warrant the security of any such information.

9. HOW WE AND YOUR MERCHANTS USE YOUR PERSONAL INFORMATION

The terms applicable to the collection, use and/or disclosure of Your personal information by Walter or any Merchant are set out in the privacy policy available at <https://www.usewalter.com/privacy>, which is subject to change from time to time in accordance with its terms. You hereby consent to the collection of Your personal information requested through the Service by Us and the Merchants. The Merchants and Walter commit to disclose Your personal information only to our respective parents, affiliates, subsidiaries, employees, subcontractors and suppliers to the extent necessary to provide the Service (which may include support, maintenance and incident resolution services) and as described in Our privacy policy. Usage of Your personal information for the provision of the Service includes that the Merchant or Walter may use your personal information:

- to provide you with information about the Service, including updates and notifications; and
- to send you e-mail communication, if any.

The Merchant or Walter may hire other companies to provide the Service or portion of it on its behalf. The Merchant or Walter shall provide to those companies only the personal information they need in connection with the Service. In such circumstances, We and the Merchants will require the companies to maintain the confidentiality of Your personal information and will prohibit them from using such information for any other purpose.

In addition, any Merchant or Walter may use and/or disclose Your personal information if such Merchant or Walter believes such action is necessary to comply with applicable legislation or a legal process served on such Merchant or Walter (including for the purpose of investigating fraud or other offences). Personal information collected by Us may be sent electronically to servers and/or datacenters anywhere in the world and may be used, stored and processed anywhere in the world. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with the (relevant) privacy policy.

A Merchant may have additional terms and conditions relating to the collection, use and disclosure of Your personal information. Any such additional terms and conditions will be made available for Your review prior to You making a Purchase from such Merchant.

Aggregated Personal Information. You accept and consent (i) that Walter or the Merchants may use Your personal information to which they have access as part of the delivery of the Service and for statistical purposes; and (ii) that Walter may use and share non-identifying information derived from Your personal information to third parties for the delivery by Walter or a third party of business intelligence services (including analytical consultation services).

10. DURATION / TERMINATION / MODIFICATIONS

- Subject to the provisions hereof, once the Account is created by you, you will be able to access it until you decide to terminate Your Account.
- We may cease providing you the Service: (i) if you do not comply with this Agreement; (ii) if termination or suspension is necessary to prevent threats to the privacy, security and integrity of Your data or the data of other users or to the performance or availability of the Service; (iii) to comply with any applicable law or court order; and/or (iv) if We discontinue the provision of the Service.
- You may terminate this Agreement and terminate Your Account at any time by removing the Service application from your mobile device. Upon termination of Your Account, We will maintain a copy of Your Account for a period of seven (7) years from your last transaction or from the creation of your Account, as the case may be, subject to Our standard back-up procedures.
- We reserve the right, at our sole discretion, to modify any terms or replace this Agreement at any time. If a revision to this Agreement is material, We will make reasonable efforts to provide You with at least 30 days' notice. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after those revisions become effective, shall constitute Your acceptance to be bound by the revised terms. If you do not agree to the any revised terms, in whole or in part, please stop using the Service.

11. LIABILITY LIMITATION

THE FOLLOWING LIMITATIONS/EXCLUSIONS DO NOT APPLY IN THE PROVINCE OF QUÉBEC FOR MATERIAL INJURY CAUSED THROUGH AN INTENTIONAL OR GROSS FAULT OF WALTER OR A MERCHANT AND/OR BODILY INJURY CAUSED TO YOU BY WALTER OR A MERCHANT.

A. EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW IN YOUR JURISDICTION, YOU HEREBY AGREE THAT NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, YOU CAN ONLY RECOVER FROM WALTER OR YOUR MERCHANT THE DAMAGES THAT ARE DIRECTLY ARISING FROM A FAILURE BY WALTER OR YOUR MERCHANT TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND IN ANY EVENT THE TOTAL CUMULATIVE AMOUNT WHICH YOU CAN RECOVER SHALL NOT EXCEED THE PURCHASE PRICE OF YOUR LAST ORDER. IN ADDITION, NONE OF WALTER, YOUR MERCHANT, ITS OPERATOR OR ANY OF THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR REPRESENTATIVES SHALL BE LIABLE TO YOU (OR ANY THIRD PARTY) FOR ANY CLAIM, LOSS, COST, EXPENSE OR DAMAGE WHATSOEVER INCLUDING (A) PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES; (B) LOSS OF PROFITS OR REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER ECONOMIC LOSS OF ANY NATURE; (C) LOSS OF USE, LOSS OF DATA, LACK OF AVAILABILITY OF YOUR DATA OR THIRD PARTY MATERIALS; (D) INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF; (E) ANY DAMAGES WHATSOEVER RELATING TO THE USAGE OF THIRD PARTY PRODUCTS OR SERVICES (INCLUDING APPLICATIONS AND/OR DEVICES) ACCESSED THROUGH THE SERVICE OR NOT; OR (F) ANY DAMAGES WHATSOEVER RELATING TO BUSINESS INTERRUPTION, DELAYS, VIRUSES OR OTHER DISABLING FEATURES THAT AFFECT YOUR ACCESS, USE AND/OR RELIABILITY OF THE SERVICES, INCOMPATIBILITY BETWEEN THE SERVICE AND OTHER SERVICES, SOFTWARE AND HARDWARE.

B. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSIONS OF CERTAIN TYPES OF DAMAGES AND/OR OF IMPLIED CONDITIONS OR WARRANTIES. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SET FORTH IN THIS AGREEMENT SHALL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAWS OF A COMPETENT JURISDICTION REQUIRE LIABILITIES BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS SECTION CONSTITUTE AN ESSENTIAL ELEMENT OF THIS AGREEMENT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS, THE FEES THAT YOUR MERCHANT WOULD BE REQUIRED TO PAY WOULD BE SUBSTANTIALLY HIGHER AND WOULD IMPACT YOUR MERCHANTS' ABILITY TO OFFER AND YOUR ABILITY TO RECEIVE AND USE THE SERVICE IN YOUR JURISDICTION.

12. GENERAL

- ACKNOWLEDGEMENT BY THE PARTIES.** The parties acknowledge and agree that Walter shall retain all rights, title and interest in and to the Service (in object and source code forms) copies thereof and related materials.
- This Agreement constitutes the entire agreement between the parties related to the subject matter hereof, and supersedes all previous agreements or representations, oral or written with respect thereto. The waiver or failure of the Merchant to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder. If a court determines that any provision of this Agreement is wholly or partially invalid or unenforceable, such invalid or unenforceable provision will be regarded as excluded from this Agreement to the extent of such invalidity or unenforceability and the other provisions

of this Agreement will remain in force and not be affected thereby. The Merchant and or Walter shall have the right to retain subcontractors to perform the Service.

13. FORCE MAJEURE

No party shall be responsible for failure or delay in performance hereunder, by reason of fire, interruptions, failures or defects in internet, telephone or other interconnection service, interruptions, failures or defects in electronics or mechanical equipment, flood, riot, strikes, labour disputes or freight embargoes, acts of god or of the public enemy, war or civil disturbances, any future laws, rules, regulations or acts of any government (including any orders, rules or regulations issued by any official or agency or such government) or any event beyond the reasonable control of a party affecting a party that would delay or prohibit performance hereunder (a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the party whose performance is so affected shall promptly give notice to the other party of the occurrence or circumstance upon which it intends to rely to excuse its performance.

14. ASSIGNMENT

You may not transfer or assign your rights or obligations under this Agreement nor can you transfer or assign your rights to use any part of the Service. This Agreement is solely for the benefit of the Merchant, Walter and You and is not for the benefit of any other third parties.

15. NOTICES.

Any notice, request, demand, or other communication required or permitted hereunder may be delivered in electronic form. We or a Merchant may notify you:

- by email at the e-mail address You specified when You signed up for the Service; or
- by notice directly in Your Account.

Any such notice, request, demand, or other communication shall be deemed to have been delivered when received by the party to whom it was addressed.

16. GOVERNING LAW AND JURISDICTION

This Agreement and performance hereunder shall be governed by the laws of the province in which you reside. The province of Quebec shall have non-exclusive jurisdiction to hear matters arising under this Agreement.

17. LANGUAGE

C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais. It is the express wish of the parties that this Agreement as well as all documents related thereto be drafted in English.

18. REFORMATION; SEVERABILITY

If any provision of this Agreement, including without limitation any provisions under Section 6 (WARRANTY AND DISCLAIMER) or Section 11 (LIABILITY LIMITATION) herein, is determined by a court of competent jurisdiction to be unenforceable or invalid under the law, in whole or in part, such provision shall be reformed to effectuate the intent of the parties to the maximum extent permitted by law.