

RestroPages' Purchasing and Privacy Policy and Terms of Use

Thanks for using our Online Solution to place your order. The following is designed to ensure your satisfaction and understanding of the purchasing process on sites and applications which use RestroPages products and services, hereinafter referred to as ("Online Solution").

If you have any questions, please contact us by email at info@restropages.com or by phone at 1-514-970-2007. Your purchases on sites using the Online Solution are subject to these Purchase Policies. Please also review our Terms of Use and our Privacy Policy which govern your use of the Online Solution on the website of our partner institutions.

Who do you buy from?

RestroPages acts as an intermediary for restaurant owners, hereinafter referred to as ("Merchant"). When you purchase an item or food from a Merchant, RestroPages manages the online order directly on the Merchant's website. Your order passes through the RestroPages online ordering platform that collects payment on behalf of the Merchant via a secure payment platform. Each Merchant provides returns and refunds in accordance with their own policies, terms and conditions of sale. Those terms are available on each participating Merchant's website

Currency

All prices for items offered by Merchants are displayed in the currency of the Merchant's location, which are clearly displayed on the participating Merchant's website. Merchant's address will both be indicated in writing and on a map on the Merchant's website.

Payment methods

RestroPages accepts Visa, MasterCard, Discover and American Express/JCB credit cards as well as Visa and MasterCard debit cards.

Prices and availability

Merchants that use our Online Solution are responsible for setting prices. We do not set the price of items and food, nor do we determine or assume in any way the delivery method. In addition, we do not guarantee in any way that the items and food you order on the Merchant's website via RestroPages are available when you make the purchase.

Confirmation of orders

If you do not receive a confirmation number (in the form of a confirmation page and/or email and/or text message) after submitting your payment, or if you receive a confirmation message error or if you suffer a break in service after submitting your payment, it is your responsibility to confirm whether your order has been placed or not via the concerned Merchant. We will not be responsible for any loss or any delay in the delivery of your order, if you assume that an order has been placed because you have not received a confirmation.

Application fees and order processing fees

Items and food purchased on the Merchant's website using the RestroPages Online Platform are subject to an Application fee per order and / or a non-refundable RestroPages order processing fee for each order made through our Platform. In all cases, Processing Fees will be paid by the Merchant. In many cases, delivery charges charged by the Merchant or a third party will also be due and added to your bill, plus applicable taxes. Some Merchant may have specific fees or rebates related to online orders. Those fees or rebates will clearly be stated on the bill before confirming any transaction online.

Billing information verification

All orders are subject to credit card approval and verification of the cardholder's name, billing postcode, and card verification number, also known as the Cardholder Verification Value (CVV). We sometimes receive incorrect information about the credit card holder, billing postcode, CVV or VBV / MSC. This will block your transaction and prevent the processing and delivery of your order. The Merchant will not receive an error message or notification to the effect that your order has been refused as RestroPages will not be able to proceed to your order. An error message notifying you that the process has not been completed will be displayed and you will not receive a confirmation email for your order.

Delivery options

Different combinations of delivery methods may be offered by an Merchant, depending on factors including the place from which you place your order or your geolocation to the Merchant. However, it is important to note that RestroPages does not make deliveries and does not assume any delay or delivery conditions. RestroPages displays the options offered by the Merchant according to the information that you make available through your browser and / or your mobile device to enable you to choose among the options offered by the Merchant.

**** IMPORTANT **** To pick up your take-out or delivery order you will need to present your credit card that was used for payment, a signature and a photo ID. These IDs are essential to receive your order. Restaurants reserve the right to not give orders to anyone who does not have these items.

For any additional information regarding our Purchasing Policies, please contact us at the following address:

RestroPages

5255 Decelles Ave. #5.200

Montreal (Quebec) H3T 2B1, Canada

Attention: Customer Service

RestroPages Privacy Policy – Your rights to have your personal information protected

This privacy policy applies to sites and apps that use RestroPages' Online Platform.

This policy describes how we process the personal information that we collect online and offline. This includes information from our websites or our applications. It also includes information collected during POS interactions of restaurants that use RestroPages Online Solution on web, phone, email and / or our point of sale.

Please read this policy carefully. By providing us with information or using our web applications on the website of the partners' restaurants, you accept the terms of this policy.

We collect information from you and about you, such as: contact details, name and address, phone number or email address.

We collect payment and billing information as well as credit card numbers and postcode when you buy a product in a Merchant that uses our Online Solution.

We collect demographic information, Merchants you visit, products you consult and the ones you buy.

We can collect other information such as the browser that you use, the site you came from and the site you visited when you left the page. We can collect your GPS location or the unique identifier of your device. We could also collect the type of mobile device you are using, or the version of your computer's operating system or of a current device being used.

We can collect information directly from you or from a passive collection.

We use these tools:

To recognize new or old customers.

To store your password, if you are registered on our sites.

To improve our website.

To present you with advertising content which could interest you.

To better understand the interests of our customers and visitors.

You can control cookies and tracking tools. Your browser gives you this ability and how to proceed depends on the type of cookies. If you block cookies on your browser, some features of our sites may not work.

We could work with online advertising companies to introduce you to relevant and useful advertisements. These advertisements may be based on information collected by us or third parties.

You can refuse behavioral advertising online. To reject behavioral advertising online, send us an email at info@restropages.com.

We obtain information about you from third parties. This could include your name and your email address. Your activities on our sites and our applications can be displayed on social media platforms.

We use information to respond to your inquiries or questions or to improve our products and services.

We use information for security purposes. We can use the information to protect our company, our customers, our partners or our websites.

We use the information to send you transactional communications.

We use the information as it is otherwise permitted by law. We may disclose information to third parties. We will share information with third parties which provide services in our name.

We will share information with our business partners. Our partners use the information we give them as described in their privacy policies, which you should read to know how they treat your information.

We are likely to share information if we think we need to in order to comply with the law or to protect us.

We are likely to share information with any successor to a party or our entire company.

We may share your information for reasons that are not described in this policy. We will tell you before doing so.

You may refuse to receive our marketing emails. To stop receiving these promotional emails, you can unsubscribe by following the instructions contained in the promotional message we send you. Your device settings should provide guidance on how to disable the Direct Push notice. However, if you unsubscribe from marketing messages, we will always send you the transactional messages.

You can change the information you have sent us. To do so, log in to your account and follow the instructions. This information can remain in our backup files. If we can not make the changes you want, we will explain why in the following 30 days.

These websites and apps are not for children. Our sites and applications are designed for adults. We do not knowingly collect personally identifiable information about children under 13 years old. If you are a parent or legal guardian and think that your child under 13 has provided us with information, you can send us an email. You can also write to us at the address indicated at the end of this policy.

We use standard security measures.

We have security measures in place to protect your information. The standard security measures we use will depend on the type of information collected. However, the Internet is not 100% secure. We can not promise you that your use of our Online Solution will be completely safe. We encourage you to be cautious when using the Internet. This includes not sharing your passwords. If you think that the use of an unauthorized account has been created using your name, contact us at info@restropages.com or legal@restropages.com

We keep your information only as long as necessary. We store information both inside and outside Canada and United States. You understand and agree that we can transfer your information to the United States. This site is subject to US laws, which may not offer a level of protection of your country's.

RestroPages complies with US and EU security framework rule statement by the US Department of Commerce regarding collection, use and retention of personal information from the European Union. RestroPages adheres to the principles set out by Safe Harbor as well as to decisions, transmissions, data security and integrity, access and enforcement of the law. To learn more about the Safe Harbor program, please visit <http://www.export.gov/safeharbor>.

We may establish links to third party sites or services that we do not control.

If you click on one of these links, you will be directed to sites that we do not control. This policy does not apply to the privacy practices of these websites. Please read the privacy policy of other websites carefully. We are not responsible for these third-party sites.

Do not hesitate to contact us for more information.

If you have questions about this policy or if you have other concerns regarding the protection of personal information, you can send us an email at legal@restropages.com. Please do not include in your email your credit card number or other important information. You can also write to us at:

RestroPages, 5255 Decelles Ave. #5.200, Montreal (Quebec) H3T 2B1, Canada

Attention: Legal Services

From time to time, we may change our privacy practices. We inform you of any substantial changes to this policy as it is required by law. We will also post an updated copy on our website.

Check our site regularly for updates.

RestroPages Online Solution Terms of Use for End-Users (Merchant's clients)

This document describes the Terms of Use (hereinafter referred to as the "Terms") that govern your use of the product offered by RestroPages (the "Online Solution"). Our Privacy Policy, Purchasing Policy, and any other policies, rules or guidelines that may be applicable to any of the Online Solution or features of the Online Solution are also available on our website which you can visit here. By visiting or using our Online Solution, you expressly agree to abide by these Terms as updated from time to time.

We may make changes to these Terms at any time. The changes we make are effective immediately when available on our website. By using RestroPages Online Solution, you agree to the changes.

The Online Solution are not intended for children under 16, and no one under the age of 16 can use the Solutions. We strongly encourage all parents and guardians to monitor the use of the Internet by their children. If you use the Online Solution, you claim that you are at least 16 years old.

Registration and/or account creation

You cannot browse the Online Solution and make transactions without creating an account. You will be required to register and/or create an account to use certain features. The username of your account is your email address. It must not include the name of another person with the intent to impersonate that person, or be offensive, vulgar or obscene. Your username and password are personal. You will be responsible for the confidentiality and use of your username and password, and for all activities that are conducted through your online account. You can not transfer or sell access to your account or use someone else's email address. We will not be liable for any damages related to the disclosure of your password or the use by another person of your username or password. You can not use another user account without the user's permission. You must notify us immediately in writing if you discover an unauthorized use of your account or a security breach of any other account. We may ask you to change your username and/or password if we believe your account is no longer secure or if we receive a complaint that your username violates the rights of another person. You will not have any ownership of your account or your username. We reserve the right to refuse registration, cancel an account or deny access to the Online Solution for any reason.

Code of conduct

You agree to abide by all applicable laws, rules and regulations, and that you are not authorized to:

Restrict access or prevent others from using the Online Solution;

Use the Online Solution for illegal purposes;

Impersonate any person or entity, real or fictional;

Present (a) any content or information that is unlawful, fraudulent, defamatory, or otherwise objectionable, or infringe on the intellectual property of Online Solution or a third party; (b) any confidential information about companies without authorization; or (c) any advertising, solicitations, chain letters, pyramid schemes, surveys, contests, investment opportunities or other unsolicited commercial communications;

Submit, or provide links to, publications that contain material that could be considered harmful, obscene, violent, abusive, vulgar, insulting, threatening, harassing, hateful or otherwise objectionable, including images or appearances of individuals under the age of 18, as well as material that encourages or otherwise idealizes drug use (including alcohol and cigarettes), condone violence, or contains contact information or other personal information to identify third parties;

Submit, or provide links to, publications that contain material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, sex, age or disability;

Collect information about RestroPages' product users;

Use a password or a participation code if you do not comply with the terms of the offer.

Content Ownership and Conditional Granting Licensing

Online Solution and all data in any forms that are present or visible or otherwise detectable on RestroPages Online Platform are our property or that of our Merchants and/or licensors. We may change the Content and functionality of the Online Solution at any time. We grant Merchants a limited and conditional, non-exclusive, non-transferable license that can not be licensed for sale. In addition, we grant you the right to use our Online Solution if, as a precondition, you agree not to:

Submit any software or Content that contains viruses or any other elements of a destructive nature;

Manipulate identifiers, by forging headers, to conceal the origin of any publication you submit;

Link to any part of the Online Solution other than the URL assigned to the homepage of the websites of the Merchants using the Online Solution;

Create a mirror image of any part of Online Solution and websites using the Online Solution;

Modify, adapt, license, translate, sell, make reverse engineering, decompile or disassemble all or any part of the Online Solution or make other attempts to derive the source code or ideas from them or algorithms from any part of the Online Solution;

Use a robot, an offline reader, an application or a search engine or other manual or automatic devices, a tool or a process to recover, index, explore data or in any way reproduce or bypass the structure of RestroPages' Online Solution navigation or presentation or its contents, including with regard to any captcha test posted on the Online Solution. Public search engine operators may use robots to copy the contents of the Online Solution for the sole purpose of, and only to the extent necessary to create a publicly available index but may not explore caches or archives of such content. We may terminate this provision at any time;

Use any automated software or computer system to search, purchase or otherwise obtain products or food, promotional codes, vouchers, gift cards or other items available on the Online Solution, including sending information from your computer to another on which such software or system is active;

Adopt any measure that imposes an unreasonable or disproportionate burden on our infrastructure;

Request more than 750 pages of Online Solution or more than 25 orders in any 24-hour period, alone or with a group of individuals;

Reproduce, modify, display, publicly display, distribute or create derivative works of RestroPages;

Use the Online Solution or its content, or use devices, programs or services to circumvent any technical measure that effectively controls the access or rights of the Online Solution and/or the Content in any way, including, but not limited to, manual or automatic devices or processes for any purpose.

This right is expressly granted under the terms of your pre-existing agreement to comply with each provision described in the content Property and the Conditional License Granting section. This right can only exist to the extent that you strictly adhere to each of the provisions described in this section. Any use of the Online Solution or content by you or any person acting on your behalf that does not strictly comply with all the provisions of this section goes beyond the scope of this right granted to you in this document, and constitutes unauthorized use of the Online Solution and its content, and infringes on our copyrights and other rights derived from the Online Solution and its content.

The registered and unregistered trademarks, logos and service marks displayed on the Online Solution are our property or the property of our licensors. You may not use our trademarks, logos, and service marks in any way without our prior written permission. You can inquire about obtaining an authorization by writing to legal@restropages.com:

RestroPages, 5255 Decelles Ave. #5.200, Montreal (Quebec) H3T 2B1, Canada

Make purchases

Please refer to our Purchasing Policy, which will govern your purchasing activities for products, food or other items on the websites using the Online Solution. Policies regarding refunds or exchanges are specific to each Merchant so we recommend that you consult the site of the Merchant on which you are about to place an order and read the terms of use before making a purchase through RestroPages Online Solution. We may impose conditions on the use of any coupon, promotional code or gift card. You will be required to pay any fees incurred by you or by users of your account and the credit card (or other applicable payment mechanism) at the price in effect when such charges are charged, including applicable taxes. You may only use credit or debit cards, gift cards or items that belong to you or belong to persons who expressly authorize you to use such payment methods. You must not attempt to hide your identity by using multiple Internet address protocols or email addresses to perform transactions on the Online Solution. You must not hold us responsible if you have not respected the laws related to your transactions. We can help law enforcement agencies with the information you provide us about your transactions to participate in any investigation or suit that concerns you. If we are unable to verify or authenticate the information you provide during the entire registration, order, purchase, posting, sale, authentication, delivery, payment and the transfer of funds or any other procedures, or if we are no longer able to verify or authorize your banking or credit card information, your orders may be canceled. We reserve the right to refuse to honor all pending purchases and future purchases made with these credit cards or bank accounts and / or through online accounts associated with these credit cards or bank accounts. We may also prohibit you from using the Online Solution on a Merchant's website.

Links

The Online Solution may contain links to other websites that may not belong to or be exploited by us. The fact that we can establish links to these websites does not mean that we approve of or endorse these websites. We are not responsible for the content of these websites we have no control. We strongly encourage you to become familiar with the terms of use and practices of any of these websites. Your use of other sites is at your own risk and is subject to the special terms of these websites.

Parental control

We cannot prohibit minors from viewing content available through our Online Solution, and they must rely on their parents and guardians to decide what content is appropriate to display and purchase. There are parental control protections (such as computer hardware and software or filtering services) that can help you limit access to content that is detrimental to minors. You will find information on Parental Controls at <http://getnetwise.org>. We do not recommend any of the specific products or services listed in our Online Solution.

Access from outside Canada, the United States and Europe

The Online Solution is offered worldwide. We can not guarantee that the content available through our Online Solution is appropriate or available in other locations. We may limit the availability of our product and/or services described in the Online Solution at any time to any person or geographic area.

Rules for lucky draws, contests and games

In addition to these Terms, lotteries, contests, games or other promotions submitted through the sites using the Solutions may have rules that are different from these Terms. By participating in a promotion, you must respect these rules. We invite you to review the rules before participating in a promotion. Promotion rules will govern any potential conflict with these Terms.

Mobile Messaging

We offer navigation and mobile messaging services that can include text message alerts, emails, contests, and product offerings. You can choose to receive mobile alerts when making a purchase, subscribing or participating in a Promotion. If you do so, you will also be subject to the Promotion Terms of Use. You may receive up to ten (10) advertising messages per month related to your preferences and the purchases you made through the Online Solution.

Rates for messages and data may apply, depending on your rate plan provided by your wireless carrier. We are not responsible for any charges related to text messaging or other wireless communications incurred by you or anyone who has access to your wireless device or phone number. You may not receive our alerts if your operator does not allow text alert messages. Your carrier may not allow you to use prepaid phone plans or other calling plans to receive alerts. We can send you an automated message for each message you send us. This service may not be compatible with all wireless operators or devices.

Violation of these conditions

We may investigate any breach of these terms, including the unauthorized use of the Online Solution. We can adopt the legal measures we deem appropriate. You agree that monetary damages may not be sufficient relief and that we may resort to injunctive relief or any other remedy for breach of these conditions. If we determine that you have violated these Terms or the Law, or for any reason, we are entitled to cancel your account and prevent you from accessing RestroPages Online Platform, without notice. If this happens, you can no longer use the Online Platform or any content belonging to it but will still be bound by your obligations under these Terms. You agree that we will not be liable to you or any third party for the termination of your account, and that it is no longer necessary to make the product available to you. We can also cancel any order of items and ordered goods. We reserve the right to refuse to honor pending and future purchases made from any accounts that we believe may be associated with you, or cancel an order associated with any person who, in our opinion, acts on your behalf, or exercise any other remedy that the law allows us.

Disclaimer of Warranties

WE PROVIDE THE PLATFORM AND ITS CONTENT FOR YOU "AS IS" AND "AS AVAILABLE." WE TRY TO KEEP SOLUTIONS IN PLACE, ERROR-FREE AND SAFE, BUT USE IT AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, APPROPRIATENESS FOR A PARTICULAR PURPOSE, OR WARRANTIES WHICH MAY OCCUR IN TRANSACTIONS OR COMMERCIAL USE. WE DO NOT WARRANT THAT THE ONLINE SOLUTION IS ALWAYS SAFE OR ERROR FREE OR THAT IT WILL ALWAYS BE IN FUNCTION WITHOUT INTERRUPTION, DELAYS OR IMPERFECTIONS. WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION OF THIRD PARTIES, AND YOU EXEMPT US FROM ALL CLAIMS AND DAMAGES, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR RELATED IN ANY WAY, TO ANY CLAIMS YOU HAVE AGAINST THESE THIRD PARTIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE ARTICLE 1542 OF THE CALIFORNIA CIVIL CODE.

Limitation of liability

IN NO EVENT SHALL OUR COMPANY OR PARTNER INSTITUTIONS, ADVERTISERS OR SUPPLIERS BE LIABLE TO YOU OR TO ANY THIRD PARTY, AND THEREFORE YOU SHALL GIVE UP AND EXPRESSLY WAIVE ALL YOUR MORAL RIGHTS AND RIGHTS TO ASK FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN RESULT OF ANY TYPE OTHER THAN REASONABLE DISBURSEMENTS, AND ALL RIGHTS TO DAMAGES AND RIGHTS, TO MULTIPLY OR INCREASE DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE SOLUTIONS, THE CONTENT, OR ANY PRODUCT OR SERVICE PURCHASED ON THE SOLUTIONS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND INDEPENDENTLY ASK WHETHER THE CLAIM IS BASED ON CONTRACT, INJURY OR OTHER LEGAL OR EQUITABLE THEORY. WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE HAVE NO RESPONSIBILITY TO (a) BREACH ANY OTHER USER OF THE SOLUTIONS IN ORDER TO COMPLY WITH CODES OF CONDUCT; (b) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND, WHETHER CONTRACTUAL OR DELIBERATE, RESULTING FROM THE USE OF OUR SOLUTIONS; (c) ANY UNAUTHORIZED ACCESS OR USE OF OUR SECURE SERVERS AND / OR ANY PARTY AND ALL PERSONAL INFORMATION AND / OR FINANCIAL INFORMATION THAT IS SAVED; (d) ALL BUGS, VIRUSES, OR OTHER

DESTRUCTIVE ELEMENTS THAT MAY BE TRANSMITTED TO OUR SOLUTIONS OR ITS INTERMEDIARY; (e) ANY ERRORS, VAGUENESS, INACCURACIES OR OMISSIONS IN ANY CONTENT, OR; (f) ALL LOST, STOLEN OR DAMAGED PRODUCTS, OR THE FAILURE OF ANY MEDIA TO DELIVER A PRODUCT. YOUR SOLE AND EXCLUSIVE REMEDY FOR EXPRESSING YOUR DISCONTENT WITH SOLUTIONS IS TO STOP USING THE SOLUTIONS. THE LIMITATIONS OF THIS SECTION APPLY EVEN IF THE ESSENTIAL PURPOSE OF ANY REMEDY FAILED. AN ESSENTIAL ELEMENT OF THE BASIS OF THE MARKET CONCLUDED BETWEEN US IS BASED ON THE DISTRIBUTION OF RISK BETWEEN US. THE TOTAL AMOUNT OF LIABILITY ARISING FROM THESE TERMS OR FROM THE USE OF THE ONLINE SOLUTION CAN NOT EXCEED MORE THAN ONE HUNDRED (100) DOLLARS OR THE AMOUNT YOU PAID US DURING THE LAST TWELVE MONTHS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL LAWYERS' FEES BE CHARGED OR RECOVERABLE.

Compensation

If anyone makes a claim against us related to your use of the Solutions, your User Content or a breach of these Terms, you agree to defend and indemnify our business and our affiliates, partner institutions, advertisers and suppliers, and each of our agents, distributors, directors, employees and managers, against all claims, damages, losses and expenses of any kind (including reasonable legal fees and costs). We reserve the right to take exclusive defense and control of any claim, and you agree to cooperate fully with us to enforce any available defense.

Disputes, including compulsory arbitration and waiver of class action.

Any dispute or claim related in any way to your use of the Solutions, or to products or services sold or distributed by or through us, will be resolved through binding arbitration rather than in court, with the following exceptions:

You can bring claims to the Small Claims Court if your claims apply;

If a claim involves the Condition of license granted to you, as described in the Content Ownership and Conditional Granting Licensing section above, either of us may bring a legal action in a court of competent jurisdiction in the district of Québec, the district in which the parties will elect domicile in accordance with the provisions of article 83 of the Civil Code of Québec. Both parties hereby submit to the jurisdiction of these courts; and

In the event that the arbitration agreement of these Terms is, for any reason, deemed to be unenforceable, any litigation against us (other than actions in the Small Claims Court) shall be commenced in a court of competent jurisdiction in the district of Québec, district in which the parties will elect domicile in accordance with the provisions of article 83 of the Civil Code of Québec. Both parties hereby submit to the jurisdiction of these courts.

The arbitration agreement of these Terms is governed by the laws of the Province of Quebec, District of Quebec, Canada, including its procedural provisions. The Agreement is intended to be interpreted in its entirety and remains in effect after the termination of these Terms. The arbitrator, and not a federal court or agency, or a Province or State, retains the exclusive authority, to the extent permitted by law, to resolve all disputes arising or relating to the interpretation, the enforceability, or formation of this

Agreement including, but not limited to, any allegation that all or any part of this Agreement is invalid or may be void. There is no judge or jury in the arbitration, and the review by a court of an arbitral award is limited. However, the arbitrator may grant the same damages and remedies as a court (including an injunction and declaratory judgment or statutory damages) on an individual basis, and he or she must follow these Terms as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your application to: RestroPages, 5255 Decelles Ave. #5.200, Montreal (Quebec) H3T 2B1, Canada. Att: Legal Services.

Each of us agrees that the arbitrator can not group more than one claim and cannot otherwise preside over any form of class action, and that any dispute settlement proceeding will be conducted solely on an individual basis and not in the form of a class action or action on behalf of an association.

You agree to waive any right to a jury trial or to participate in a class action. If this specific provision proves inapplicable, then the entire arbitration section will be null and void, and neither party will have the right to arbitrate the dispute.

You agree that these Terms govern the evidence that involves trade between different states and provinces and that the action be construed in accordance with the laws of the Province of Quebec, District of Quebec, Canada, to the extent practicable.

Questions

If you have any questions, comments or complaints about these Terms or our Online Solution, please contact us at:

RestroPages

RestroPages, 5255 Decelles Ave. #5.200, Montreal (Quebec) H3T 2B1, Canada

Email: info@restropages.com