

## TERMS OF USE

### 1. OWNERSHIP

1.1 This website and the related application(s) are the exclusive property of RUNNR DELIVERY INC., a corporation existing under the laws of the Province of Saskatchewan, Canada (“**RUNNR**”).

### 2. TERMS TO GOVERN

2.1 These Terms of Use (the “**Terms**”) govern the access by persons with this website and the related application(s) (collectively, the “**Platform**”).

2.2 The access and use of the Platform by any person (individually as a “**User**”, or in plural as “**Users**”) for the purpose of viewing, using, and accessing the Platform for the purpose of reserving a delivery as contemplated by the Terms and the Platform.

2.3 User’s access of the Platform constitutes User’s agreement to be bound by these Terms and establishes a contractual relationship between User and RUNNR. If User does not agree to these Terms User may not access or use the Platform.

### 3. USE OF PLATFORM

3.1 The Platform enables Users to schedule transportation services, which shall consist of the delivery (each, a “**Delivery**” or plural as “**Deliveries**”) of one or more items with independent third party transportation providers (collectively, “**Couriers**”, or individually a “**Courier**”).

3.2 The legal contract for the Deliveries scheduled through the Platform shall be between the Customer and the Courier.

3.3 The Platform is used solely to schedule and track Deliveries, pay for Deliveries, provide limited communications regarding Deliveries between User, Couriers, and/or RUNNR, to track User’s previous history of Deliveries, manage User’s account in relation to Deliveries, and to access information regarding RUNNR and the service of Deliveries.

3.4 To schedule a Delivery, User will be required to provide certain information regarding the good(s) to be delivered (collectively, the “**Delivery Packages**” or each a “**Delivery Package**”) and the location and timing of the Delivery (including, but not limited to, the size and weight of each Delivery Package. The Platform will match User with a Courier and upon the acceptance of the Delivery by the applicable Courier a legal contract will exist between User and the Courier for such Delivery.

- 3.5 User is responsible to ensure that the information provided by User relating to the Delivery is accurate and up to date and that User is authorized to enter into an agreement with the Courier in relation to the Delivery.
- 3.6 User is responsible for the proper packaging of the Delivery Packages, having regard to the nature of each Delivery Packages and its contents, and each Delivery Package will be in a properly packaged condition and ready for delivery at such time as the Courier arrives to collect the Delivery Package. If a Delivery Package, in the reasonable opinion of the Courier, is not properly packaged for a Delivery then the Courier may at its option cancel the Delivery, after which User shall not be entitled to a refund of the fees paid for such Delivery.
- 3.7 The Courier will be responsible for the collection and delivery the Delivery Packages. User will be responsible to ensure an individual is present for the collection of the Delivery Package by the Courier and to receive the Delivery Package at the designated location.
- 3.8 If the authorized recipient of the Delivery Package is not present to receive the Delivery Package, User will either authorize the Courier to leave the Delivery Package at the designated location, or to return to the designated location at another scheduled time to attempt such Delivery (for which additional fees and costs may be due). User shall be responsible for any loss or damage suffered as a result of the Delivery Package being left at the designated location.
- 3.9 User is responsible to ensure that the Delivery Package's contents is not in contravention of RUNNR's policies (which lists the goods which may not be delivered) and not in contravention of any applicable laws, regulations, bylaws, or rules for the jurisdiction(s) where the Delivery Package is collected and delivered.

#### **4. PAYMENT**

- 4.1 User agrees that his/her/its credit card details will be transferred to RUNNR'S secure payment processing system to be held on behalf of the Courier.
- 4.2 User grants RUNNR express authorization, to deduct a delivery fee and any costs incurred by RUNNR or the Carrier, including debt collection costs, commissions, legal fees and any out of pocket expenses.
- 4.4 Upon completion of the scheduling of a Delivery, RUNNR, on behalf of the Courier, will deduct the applicable delivery fee from the credit card provided by User. Any additional fees or costs associated with a Delivery shall be charged to User's credit card at the time the fees or costs are incurred.
- 4.5 Fees and charges relating to insufficient funds at time of debit will be passed on to User.

4.6 RUNNR reserves the right to retain any credit card details that User enter onto the Platform for the purposes of these Terms, including but not limited to processing any future payment of fees; processing any costs incurred by RUNNR or the Courier in recovering any unpaid delivery fees or monies owed in relation to a Delivery; processing any additional fees or costs incurred by a Courier due to incorrect information entered on the Platform by User.

## **5. MAINTENANCE OF USER ACCOUNTS**

5.1 In order to use most aspects of the Platform, Users must register for and maintain an active personal user account (“**Account**”). Users must be the age of legal majority in their provincial jurisdiction in order to obtain an Account. Account registration requires User to submit to RUNNR certain personal information. User agrees to maintain accurate, complete, and up-to-date information in their Account. Any User’s failure to maintain accurate, complete, and up-to-date information in their Account may result in such User’s inability to access and use the Platform. Each User is responsible for all activity that occurs under such User’s Account.

5.2 If User is using the Platform at any time for or on behalf of another person, User represents and warrants that User has the express authority (provided by express, informed consent) to bind such other person to the Terms.

5.3 User represents and warrants that User either is the sole and exclusive owner of all User Content or User has all rights, licenses, consents and releases necessary to grant RUNNR the license to the User Content as set forth above; and neither the User Content nor User’s submission, uploading, publishing or otherwise making available of such User Content nor RUNNR’s use of the User Content as permitted herein will infringe, misappropriate or violate a third party’s intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

5.4 User agrees to not use the Platform for any purposes other than those expressly permitted and contemplated in the Terms.

## **6. TERMINATION**

6.1 RUNNR may immediately suspend or terminate the arrangement between any User and RUNNR as well as User’s use or access of the Platform, or generally cease offering or deny access to the Platform or any portion thereof, at any time for any reason, including but not limited solely to if RUNNR believes or has in its sole discretion reason to believe that the User has violated or may violate these Terms; the User may create risk or legal exposure for RUNNR; the User has not used the Platform for a prolonged period of time. Suspension or termination may also include removal of some, or all of the materials, uploaded by User.

6.2 User acknowledges and agrees that all suspensions or terminations may be made by RUNNR in its sole discretion and that no directors, officers, employees or agents of RUNNR will be

liable to User or any third-party for any suspension or termination of access to the Platform or for the removal of any of the materials uploaded by any person to the Platform.

6.3 Any suspension or termination by RUNNR of the Terms and/or the arrangement between RUNNR and any User will be in addition to any and all other rights and remedies that RUNNR may have.

## **7. DISCLAIMERS**

7.1 User acknowledges that RUNNR does not provide transportation services or function as a transportation carrier and that all such transportation in relation to the Platform are provided by independent third party contractors who are not employed by RUNNR or any of its affiliates or related parties.

7.2 The Platform and all rights therein are and shall remain RUNNR's property or the property of RUNNR's licensors. Neither these Terms nor User's use of the Platform convey or grant to User any rights in or related to the Platform except for the limited license granted above; or to use or reference in any manner RUNNR's company names, logos, product and service names, trademarks or services marks or those of RUNNR's licensors.

7.3 Customers acknowledge and agree that RUNNR (nor any of its directors, officers, employees) has any control over the goods to be delivered in a Delivery and that RUNNR (nor any of its directors, officers, employees) shall not bear any responsibility or liability of any kind for any losses or special damages caused by a Delivery, including missed or late deliveries, any missing goods, or any problems or issues relating to a Delivery or any negative reactions or results that may relate to any Delivery.

7.4 The downloading and use of the Platform is done at User's own risk. RUNNR does not guarantee or warrant that the Platform is compatible with any computer or smart phone. RUNNR does not guarantee or warrant that the Platform, or any links from the Platform, will be free of viruses, worms, malware, trojan horses or disabling devices or other code that manifests contaminating or destructive properties. RUNNR is not responsible for any computer or related costs incurred by user in order to the platform or related linked or user's use of the Platform.

## **8. LIMITATION OF LIABILITY**

8.1 USER'S SOLE AND EXCLUSIVE REMEDY IN RELATION TO A DELIVERY OR THE PLATFORM OR ANY MATTER IN RELATION TO THE TERMS SHALL BE FOR USER TO TERMINATE THE ARRANGEMNET AND CEASE USE OF THE PLATFORM AND SEEK THE RETURN OF ALL MONIES PAID BY USER FOR THE PLATFORM.

8.2 IN NO EVENT SHALL RUNNR BE LIABLE TO THE USER OR ANY OTHER PERSON IN RELATION TO THE PLATFORM OR ANY MATTER IN RELATION TO THE TERMS, WHETHER DUE TO BREACH OF CONTRACT, TORT, NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHERWISE, FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, THIRD PARTY CLAIMS, LOST DATA, LOSS OF REVENUES, LOSS OF PROFITS OR LOSS OF ANTICIPATED BUSINESS, SUFFERED OR INCURRED BY THE COURIER, USER, OR ANY OTHER PERSON, EVEN IF THEY WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS OR LOSSES, AND WHETHER OR NOT SUCH DAMAGES WERE REASONABLY FORESEEABLE, PROVIDED HOWEVER THAT THIS LIMITATION DOES NOT APPLY TO CLAIMS RELATING TO RUNNR'S FRAUD, RECKLESS OR INTENTIONAL MISCONDUCT, OR GROSS NEGLIGENCE.

8.3 USER AGREES TO INDEMNIFY AND HOLD RUNNR AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ASSIGNS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR IN CONNECTION WITH USER'S USE OF THE PLATFORM; USER'S BREACH OR VIOLATION OF ANY OF THESE TERMS; RUNNR'S USE OF USER'S USER CONTENT; OR USER'S VIOLATION OF THE RIGHTS OF ANY THIRD PARTY, INCLUDING COURIERS.

## **9. DISPUTES**

9.1 If there is any dispute in relation to the Platform or the Terms, including the Term's validity, existence, breach, termination, construction or application, or the rights, duties or obligations of RUNNR or any User, RUNNR and User (each a "**party**" or collectively the "**parties**") agree to use good faith efforts to resolve such dispute informally. If a dispute is not resolved after thirty (30) days of a party serving notice on the other party that there is a dispute, the parties agree that such dispute will be finally resolved by arbitration before a single arbitrator selected by RUNNR and in otherwise accordance with the provisions of *The Arbitration Act, 1992* (Saskatchewan). If User is a resident of a province other than Saskatchewan, the seat of the arbitration will be Saskatchewan, or such other location as agreed to by the parties acting reasonably. There will be no appeals from any question of fact or law, or any other issue.

9.2 Nothing in this Agreement will prohibit RUNNR from seeking interim measures from a court, including preliminary or injunctive relief or in order to address any breach by User any provisions in the Terms that relate to personal information or intellectual property.

## **10. INTELLECTUAL PROPERTY**

10.1 The Platform and all content contained therein (including all intellectual property rights, in whatever form and whether registered or not, including copyright, trademarks, patents, industrial designs, and including any update, adaptation, translation, customization or

derivative work thereof, but excluding User Content described below) (collectively, “**RUNNR Intellectual Property**”) is the sole and exclusive property of RUNNR (or its licensors, as applicable), and no right, title or interest in any of the RUNNR Intellectual Property is transferred or sold to User in any way pursuant to the Terms or User’s use of the Platform. RUNNR reserves all rights in the Platform and all RUNNR Intellectual Property provided, shared or disclosed by RUNNR in relation to the Terms.

- 10.2 All information, images or other materials transmitted or disclosed by Users to the Platform (“**User Content**”) is the sole responsibility of such Users. User grants to RUNNR a worldwide, non- exclusive, royalty-free, perpetual, transferable, and fully sublicensable right to use, refrain from using, remove, reproduce, modify, edit, copy, adapt, publish, translate, create derivative works from, distribute, transmit, perform display and otherwise use User Content, in whole or in part.
- 10.3 RUNNR may collect data, information, records, files, material or other content from User’s computers or mobile devices system or from third parties with User’s permission (“**User-Related Content**”). User grants to RUNNR a perpetual, transferrable, irrevocable, royalty-free, worldwide and sublicensable license to access, collect, store and use any such User-Related Content.

## **11. CHANGES TO TERMS OF USE**

- 11.1 RUNNR may amend, update, or change the Terms from time to time. Amendments will be effective upon RUNNR’s posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service.

## **12. GENERAL PROVISIONS**

- 12.1 The Terms supersedes all other prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof, and where there is any conflict between the Terms and any agreement(s) between User and RUNNR the provisions of the Terms shall apply (unless stated otherwise in such other agreement(s)).
- 12.2 User may not assign or transfer any right in relation to these Terms in whole or in part without RUNNR’s prior written approval. User give User’s approval to RUNNR for it to assign or transfer these Terms in whole or in part.
- 12.3 No joint venture, partnership, employment or agency relationship exists between User, RUNNR or any Courier as a result of the contract between either User and RUNNR or User and Any Courier.

- 12.4 The Terms shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein; and User irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Saskatchewan in relation to the Terms and any matter relating to RUNNR.
- 12.5 All provisions of the Terms which expressly or by their nature survive the termination of the arrangement between RUNNR and User contemplated herein and shall continue in full force and effect after any termination of the arrangement between RUNNR and User contemplated herein.
- 12.6 Failure by either party hereto to exercise any of their rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. No party hereto shall be deemed to have waived the exercise of any right, power or remedy unless such waiver is made in writing.
- 12.7 In the event that any provision of the Terms, as amended from time to time, is deemed invalid, void or unenforceable, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions of the Terms shall remain in full force and effect.
- 12.8 Information provided to the Platform and/or RUNNR shall be stored and used pursuant to RUNNR's privacy policy.
- 12.9 RUNNR may give notice by means of a general notice on the Platform, electronic mail to User's email address in User's Account, or by written communication sent to the address as set forth in User's Account. User may give notice to RUNNR by written communication to RUNNR at: **info@runnrdelivery.com**.
- 12.10 The Terms and the rights obtained pursuant to the Terms or the Platform shall not be assigned, encumbered by security interest or otherwise transferred by User without RUNNR prior written consent, which may be withheld for any reason.
- 12.11 The Terms and the rights granted hereunder may be assigned, encumbered by security interest or otherwise transferred by RUNNR at any time without User's consent.

*Last Updated: the 1<sup>st</sup> day of October, 2019.*