

By accessing our website and having access to our Platform (as defined below), you agree to abide by the terms of our Service Agreement:

SERVICE AGREEMENT

This Agreement (“**Agreement**”) is effective December 27, 2023 by and between:

FOOD FOR THOUGHT STUDENT LUNCHES, a company with its registered address at 60 Wheeling Drive, Scarborough, Ontario M1C 3X3 (hereafter defined as “**FFTSL**”).

AND

CLIENT, an institution setting the schedule of Orders and choosing the Vendor and their menu through the Platform (hereinafter defined as the “**Client**”)

(hereinafter each shall be referred to as a “**Party**” and together as “**Parties**”).

1. SERVICE

1.1 The service (“**Services**”) to be provided by FFTSL to the Client are as follows:

- a) Providing a platform to set up a schedule, choose menus that contain meals (“**Meals**”) from Vendors and can view the final orders.
- b) The Service shall exclude delivery of the Meals as the delivery of the Meals shall be done exclusively by the respective vendor (“**Vendor**”) of the Meals.

2. TERM AND TERMINATION

2.1 The term of this Agreement shall be for a period of one (1) year. The term shall be renewable on an automatic basis, for an additional period of one (1) year, subject to either Party not wanting to renew the Agreement.

2.2 Either Party may decide to terminate this Agreement, upon providing the other Party with 30 days of notice in writing.

3. INTELLECTUAL PROPERTY

3.1 FFTSL shall be the owner or licensee of all intellectual property rights in the Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, “**the Content**”) as well as the trademarks, service marks and logos contained therein (the “**Marks**”).

3.2 The Content and Marks are provided in or through the Services on an “as-is” basis.

3.3 No part of the Services, Content or Marks may be copied, modified, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated,

transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose without the express permission of the FFTSL.

- 3.4 Any requests to use the Services, Content or Marks should be made to info@fftsl.ca. FFTSL reserves all rights not granted to the Client in and to the Services, Content and Marks and shall have absolute discretion in whether such permission is granted to post, reproduce, or publicly display any part of the Services or Content.
- 3.5 Any breach of this Section 3 (Intellectual Property) will constitute a violation of this Agreement and your right to use the Services shall terminate immediately.

4. LICENSE GRANT

- 4.1 FFTSL grants to the Client a non-transferable, revocable license (“**License**”) to access the Services and to download or print a copy of the Content.
- 4.2 The Client grants to FFTSL a license in their contributions through chat, blogs, messages boards, online forums, and other functionality during which they may create, submit, post, display or transmit content and materials through the Services. This may be limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, or other material (“**Contribution**”). The license granted by the Client includes use of the name, company name, franchise name or any images as applicable.

5. CLIENT REPRESENTATION

5.1 By using the Services, you represent and warrant that:

- a) All registration information you submit are true, accurate, current, and complete;
- b) You maintain the accuracy of such information and promptly update such registration information as necessary;
- c) You have the legal capacity and you agree to comply with this Agreement;
- d) You are not a minor within the definition of a ‘minor’ in Ontario;
- e) You will not access the Services through automated or non-human means, whether through a bot, script or otherwise;
- f) You will not use the Services for any illegal or unauthorized purpose; and
- g) Your use of the Services will not violate any applicable law or regulation within Ontario or Canada.

5.2 If any information is found to be untrue, inaccurate, not current, or incomplete, FFTSL has the right to suspend or terminate Client’s access to the Services for any current or future use of the Services.

5.3 Client agrees to not post any Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading.

5.4 Client agrees to not hold FFTSL liable for any issues regarding delivery of the Meals, and to take up any issues of late delivery directly with the Vendor of the Meals. Client can contact FFTSL with a description of their issue in writing to info@fftsl.ca, however FFTSL shall not be responsible for a resolution or be liable for the issue.

5.5 Client agrees not to hold FFTSL liable or responsible for any faulty food or ingredients or possible allergies. The Vendor shall be exclusively responsible for the quality of the Meals as well as the quality of ingredients within it.

6. PRIVACY POLICY AND CONFIDENTIALITY

6.1 The Client agrees to review and abide by the Privacy Policy of FFTSL which is available at <http://www.fftsl.ca/privacy-policy>.

6.2 FFTSL reserves the right, in its discretion, to make changes to this Privacy Policy at any time.

6.3 Each Party agrees that it will not disclose the other Party's Confidential Information to any third parties or use such Confidential Information in any other way than is necessary to perform this Agreement. Each Recipient shall ensure that the Confidential Information shall only be made available to those of its representatives that have a need to know such Confidential Information and who, prior to any disclosure of such Confidential Information, are bound by written obligations of confidentiality with respect to such Confidential Information that are no less stringent than those set forth in this Agreement.

6.4 Recipient will cause its representatives to comply with the terms of this Agreement and will be solely responsible for any breach of this Agreement by a representative. Each Recipient will not, and will authorize others to, remove or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the Discloser's Confidential Information.

6.5 The prohibition on use and disclosure of Confidential Information will not apply to the extent (i) the Discloser has authorized such use or disclosure, (ii) a Recipient is required to disclose certain Confidential Information of the Discloser as a matter of law or by order of a court, provided that the Recipient gives the Discloser prior written notice of such obligation to disclose (to the extent legally permissible) and reasonably assist in obtaining a protective order prior to making such disclosure.

6.6 Upon expiration or termination of this Agreement and as requested by Discloser, each Recipient will deliver to the Discloser (or destroy at the Discloser's request) all materials or documents containing the Confidential Information, together with all copies thereof in whatever form. All confidential information is provided on an "as-is" basis.

7. LIMITATIONS OF LIABILITY

7.1 In no event shall FFTSL, or its directors, employees, or agents be liable to the Client or any third party for any direct, indirect, consequential, exemplary, incidental, special, or

punitive damages, including lost profit, lost revenue, loss of data, or other damages, arising from such use of the Services even if FFTSL has been advised of the possibility of such damages.

7.2 Notwithstanding anything to the contrary contained in this Agreement or any other Agreement or document, the liability of FFTSL shall be limited to the amount paid by the Client to FFTSL.

8. INDEMNIFICATION

8.1 Client agrees to defend, indemnify, and hold harmless FFTSL, including any subsidiaries, affiliates and all its respective officers, agents, partners, employees from and against any loss, damage, liability, claim, or demand including reasonable attorney's fees and expenses, made by any third party due to or arising out of:

- (a) Client's contributions;
- (b) Use of the Services;
- (c) Breach of this Agreement;
- (d) Any breach of Client's representations and warranties set forth in this Agreement; and
- (e) Violation of the rights of a third party, including but not limited to intellectual property rights.
- (f) Violation of any applicable retail food or other health and safety code, rule or regulation by the Vendor.

8.2 Notwithstanding the foregoing, FFTSL reserves the right to assume the exclusive defense and control of any matter for which Client is to indemnify FFTSL.

8.3 Client agrees to cooperate, at its expense, with the defense of such Claims.

8.4 FFTSL shall use reasonable efforts to notify of Client of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

9. GOVERNING LAW

9.1 This Agreement shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada as may be applicable without regard to conflict of law provisions.

10. DISPUTE RESOLUTION

10.1 In the event of any dispute ("**Dispute**"), the Parties shall first endeavor an amicable settlement by good faith consultation and negotiation.

10.2 If the Parties fail to reach a settlement within two (2) months of receipt of a dispute notice, the dispute shall be settled through the means of arbitration.

11. REVIEWS

11.1 When posting a review, the Client must comply with the following criteria:

- a) Client has firsthand experience with the person or entity being reviewed;
- b) Client's review should not contain offensive profanity, abusive, racist, offensive or hateful language;
- c) Client's reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;
- d) Client's review should not contain references to illegal activity;
- e) Client should not be affiliated with competitors if posting negative reviews;
- f) Client should not make any conclusions as to legality of conduct;
- g) Client should not make any conclusions as to the legality of conduct;
- h) Client may not post any false or misleading statements; and
- i) Client may not organize a campaign encouraging others to post reviews, whether positive or negative.

11.2 FFTSL shall accept, decline, or remove reviews in its sole discretion. FFTSL shall have no obligation to screen reviews or to delete them, even if such reviews are considered objectionable or inaccurate.

11.3 By posting a review, Client grants to FFTSL a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to review.

12. MISCELLANEOUS

12.1 Waiver – The failure of either Party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either Party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option.

12.2 Modification – Any modifications or amendments to this Agreement shall be effective only if in writing and signed by both Parties.

12.3 Severability – If any provision of the Agreement is held to be illegal, invalid, or unenforceable, in whole or in part, such provision or part thereof shall to the extent be deemed not to form part of the Agreement but the legality, validity, and enforceability of the remainder of the Agreement shall not be affected.

12.4 Force Majeure Event – Any delay in or failure by either Party in the performance of this Agreement shall be excused if and to the extent such delay or failure is caused by fire, flood, earthquake, pandemic or epidemic or such an event that is out of the control of either Party. The affected Party will promptly notify the other Party upon becoming

aware that any Force Majeure Event has occurred or is likely to occur and shall use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.