

SETTER SERVICES TERMS OF USE

1. Introduction

Setter Inc. is a company incorporated under the laws of Canada, with its head office located at 204-360 Dufferin St., Canada (“**Setter**”, “**we**”, “**us**”, “**our**”). Setter offers home maintenance, repair, upgrade and installation services (the “**Setter Services**”) that are facilitated through: (i) Setter website www.setter.com (the “**Setter Website**”); (ii) Setter’s mobile application; and (iii) other platforms as Setter may make available from time to time ((i) to (iii), collectively, the “**Setter Platform**”). The Setter Services and Setter Platform are, collectively, the “**Setter Solution**”.

2. Acceptance of Terms of Use

- (a) These terms of use (the “**Terms of Use**”) form an agreement between the person visiting, browsing, accessing, downloading, or otherwise using or receiving (the term “use” and “using” will refer to any of the foregoing as the context requires) the Setter Services or Setter Platform (such person, “**you**”, “**your**” or “**Customer**”) and Setter (these Terms of Use, along with any Order or other final confirmation we send to you forms a binding contract between you and us (the “**Agreement**”).
- (b) **BY VISITING, BROWSING, ACCESSING, DOWNLOADING AND USING THE SETTER SOLUTION, YOU ACCEPT AND AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS OF USE. IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE, PLEASE DO NOT USE THE SETTER SOLUTION. IF YOU ARE USING THE SETTER SOLUTION ON BEHALF OF ANOTHER PERSON OR A CORPORATE ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH PERSON OR ENTITY TO THESE TERMS OF USE.**
- (c) The Setter Solution is provided solely to (collectively, (i) through (iii) are the “**Permitted Use**”): (i) enable you to view, access and browse the Setter Services; (ii) enable you to engage with our representatives to place orders and pay for Setter Services (each a “**Quote**”); and (iii) enable you to post comments and reviews on the Setter Services.
- (d) You have a right to cancel your Quote in accordance with your rights under consumer protection law, including the *Ontario Consumer Protection Act*, RSO 1990, c C.31, in accordance with Section 5.

3. User Account

To use the Setter Platform and receive Setter Services, you are required to successfully create a customer account and enter a verification code (the “**Customer Account**”). Setter reserves the right to deny your request for Customer Account and to disable any Customer Account issued to you at any time in Setter’s sole discretion. If Setter disables access to a Customer Account issued to you, you will be prevented from accessing the Setter Platform and receiving any Setter Services.

4. Creating an Account and Ordering Setter Services

- (a) Once you have created your Customer Account you may select individual Setter Services from the list of the Setter Services available on the Setter Platform and submit a request for Setter Services to us.
- (b) You may also contact us to enter into a subscription services arrangement for the provision of for regular recurring Setter Services (the “**Subscription services**”) for a duration and pay frequency to be agreed.
- (c) You will be asked to provide a clear and accurate description of the Setter Services you are seeking. You are solely responsible for confirming the accuracy of all information you provide to us, including the work to be performed and your preferred dates, times, and location at which the work is to be performed (such location, your “**Premises**”).
- (d) Setter will provide a confirmation by either email, telephone, SMS or the Setter Platform to confirm the details of your Quote, including the date and time of performance of the Setter Services. If we have further questions or clarifications a Setter representative will contact you before a final confirmation is sent.

5. **Your Right to Cancel the Setter Services**

- (a) If you wish to change or cancel your Quote, please contact your Setter representative or Setter’s customer care team using the contact details set out below.
- (b) If you wish to amend or cancel your Quote with a total or partial refund of your Quote’s price, you must contact your Setter support representative via email or via the Setter support phone line. Setter will use reasonable efforts to make the changes you request, but, subject to any enhanced commitment that we may advertise on the Setter Platform, from time-to-time, does not guarantee that amendments will be made or full refunds will be provided, if you cancel the order for the Setter Service within 10 days of your approval of the Order. Setter’s ability to make changes to any Quote depends on the context of the specific Quote and whether preparations have already been made to fulfill the Quote for which you are requesting amendments. Setter reserves the right to charge you or deduct from any refund we provide to you a reasonable fee (covering Setter’s mobilization, administration fee and any charges for materials Setter has pre-ordered to fulfil your Quote, if any), if you cancel a Quote within 10 days of the date that Setter was scheduled to provide the Services. The mobilization charge will apply if you cancel the Setter Services with less than 48-hours’ notice prior to the date and time that a trades person has been booked to perform the Setter Services. All Quotes will expire after 30 days if not approved by you.
- (c) Setter’s email confirmation of payment for the Quote does not indicate that the Quote has been accepted. It is possible, but unlikely that Setter will be unable to complete your Quote. In such a case, Setter will use reasonable efforts communicate that circumstance to you as soon as possible. If Setter has charged you for a Quote that it is unable to complete, Setter will provide you with a refund of the price of your Quote or any deposit you have paid, less any mobilization charge, within 14 days after communicating to you the cancellation of your Quote.

- (d) You agree that Setter will have no liability to you for Quotes that have been rejected by you.
- (e) You may cancel the Subscription Services at any time, but you will not receive any refund of any pre-paid Subscription Services Fees.

6. Your Right to Amend Your Quote

- (a) Your Quote may be edited at any time prior to a Quote being created. Once you have made your selection, you will be requested to submit a confirmation of the selected Setter Services. At this time, you will have the opportunity to review your Quote. After your review and confirmation that the Quote is correct, you may click “Book Now” or “Approve Quote” to checkout, and a Quote will be created, and a copy sent to your email address on file with us.
- (b) By clicking the “Book Now” or “Approve Quote” button, you:
 - (i) will be considered to have agreed to the terms of this Agreement, including the Quote;
 - (ii) authorize us to charge your credit card on file with us in the amount shown on the Quote or we will ask you to pay a deposit and you will be required to pay the balance upon completion of the Setter Service;
 - (iii) grant us, our employees, contractors, and subcontractors the right to access the Premises to perform the applicable Setter Services described in your Quote;
 - (iv) acknowledge that your payment will be refunded if Setter rejects the Quote;
 - (v) acknowledge that dependent on various conditions, many of the Setter Services may require additional Quotes to achieve the desired outcome of the Setter Service requested; and
 - (vi) acknowledge and agree that Setter’s overhead and profit is to be included in the cost of each item selected, or as an individual item.
- (c) Any Quote and Agreement agreed by Setter will be deemed made in Toronto, Ontario.

7. Warranty and Customer Care

- (a) We warrant that the Setter Services and any materials provided as part of such Setter Services will be performed, subject to any enhanced commitment that we may advertise on the Setter Platform, from time-to-time, to a reasonably acceptable standard of quality in accordance with local practices for the type of Setter Service being performed or material being provided.

- (b) If you have any problems, questions or suggestions with respect to the Setter Services or the Setter Platform, please contact Setter's customer care team via email or phone at: info@setter.com or 647-503-5390.

8. **Subscription Fees and Payment; Fees for Quotes; Payment Processor**

- (a) Fees. You will pay to Setter the following (the "Fees"):
- (i) the applicable monthly or quarterly, subscription fees, in advance, if any, agreed with you, if you have agreed to our subscription services (the "**Subscription Fees**") during the Term in accordance with the payment terms set out herein; and
 - (ii) the applicable fee for any Setter Services that you have ordered;
 - (iii) any additional required costs incurred by Setter to facilitate the Setter Service that you have ordered; and
 - (iv) the applicable fee for any visit made by a Setter staff member to the Premises.
- (b) Invoicing. From time-to-time, Setter will prepare and send to the Customer, at the then-current contact information on file with Setter, an invoice for any Fees that have become due and payable. If Setter sends the Customer an invoice the payment will be captured the moment the Customer enters the Customer's credit card information to pay the invoice. If Setter accepts a credit card payment for quotes the payment will be captured 48 hours after the Setter Service has been scheduled. If Setter accepts a credit card payment for subscriptions the payment will be captured immediately at one of the following intervals: monthly, bi-monthly, quarterly, bi-annually, or annually. Unless otherwise expressly stipulated in an invoice, Customer will pay (or, if Customer is paying through a credit card, Customer authorizes Setter to charge to Customer's credit card) all invoiced amounts within 30 calendar days of the invoice date. For greater certainty, if Customer has subscribed to an ongoing subscription, then such subscription will automatically renew at its expiry for the same period, at the then-current subscription rate described on the Setter Website, and Setter will invoice or charge Customer in advance for such period.
- (c) Disputed Invoices or Charges. If Customer believes Setter has charged or invoiced Customer incorrectly, Customer must contact Setter no later than 30 days after having been charged by Setter or receiving such invoice in which the error or problem appeared in order to receive an adjustment or credit. In the event of a dispute, Customer will pay any disputed amounts in accordance with the payment terms herein, and the Parties will discuss the disputed amounts in good faith in order to resolve the dispute.
- (d) Late Payment. Customer may not withhold or "setoff" any amounts due under this Agreement. Setter reserves the right to suspend Customer's access to the Setter Services until all due amounts are paid in full. Any late payment will be increased

by the costs of collection (if any) and will incur interest at the rate of one and a half percent (1.5%) compounded monthly (19.56% annually), or the maximum legal rate (if less) per month or fraction thereof, plus all expenses of collection, until fully paid.

- (e) Certain Taxes. The Fees do not include applicable sales, use, gross receipts, value-added, GST or HST, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transactions contemplated in connection with this Agreement, and Customer will pay, indemnify and hold harmless Setter from same, other than taxes based on the net income or profits of Setter.
- (f) Payment Processing Services. In addition to other payment methods, payment processing services for the Setter Services are provided by payment services providers as Setter may choose from time to time (collectively referred to herein as the “**Payment Processing Services Provider**”). You hereby authorize Setter to share with the Payment Processing Services Provider that financial information, banking details and transaction information related to your use of the payment processing services and the Setter Services. You also agree that Setter is not responsible for the use or misuse of such financial information, banking details and transaction information by the Payment Processing Services Provider or any third party.

9. **Changes to these Terms of Use, the Setter Website and the Setter Services**

- (a) Except where prohibited by applicable law, Setter reserves the right to change these Terms of Use at any time without notice. Your continued access to or use of the Setter Solution after any changes to these Terms of Use indicates your acceptance of such changes. It is your responsibility to review these Terms of Use regularly.
- (b) Setter reserves the right to change the Setter Services and any information, material or content (including, but not limited to, price, features, availability of the Setter Services) contained on the Setter Platform (the “**Content**”) at any time, and from time to time, without notice.

10. **Use of the Setter Solution**

- (a) As a condition of your use of the Setter Solution, you represent and warrant that:
 - (i) you have reached the age of majority in your jurisdiction of residence;
 - (ii) you possess the legal authority to create a binding legal obligation;
 - (iii) you will use the Setter Solution in accordance with these Terms of Use and for the Permitted Use only; and
 - (iv) all information supplied by you on the Setter Platform is true, accurate, current and complete.
- (b) Setter retains the right, at its sole discretion, to deny access to anyone to the Setter Solution, at any time and for any reason (or no reason at all), including, but not limited to, for violation of these Terms of Use or use other than the Permitted Use. You will cease and desist from any such access or use of the Setter Solution immediately upon request by Setter.

11. Access and License Grants

- (a) Access to Setter Platform. Subject to your compliance with these Terms of Use, Setter grants you a personal, revocable, non-exclusive and non-transferable right to use the Setter Platform in accordance with these Terms of Use and for the Permitted Use only.
- (b) License to Data You Upload. Subject to these Terms of Use, you grant to Setter a perpetual, transferrable, irrevocable, royalty-free, fully paid-up, worldwide and fully sub-licensable license to access, collect, store and use any data, information, records, files, material or other content that you load, transmit to or enter into the Setter Platform, and (in each case) including all results from processing such data, including compilations, and derivative works thereof.

12. Term and Termination

These Terms of Use will commence on the day you first use the Setter Solution and will continue into force until terminated by either party in accordance with the terms and conditions herein (the “**Term**”). These Terms of Use may be terminated as follows: (a) Setter may terminate these Terms of Use at any time and with immediate effect by giving notice to you, at Setter’s discretion, by email (at your current email address on file with Setter) or through the Setter Services; (b) you may terminate these Terms of Use at any time and with immediate effect by requesting (by email or through any then-available interfaces on the Setter Services) that your Customer Account be deleted and ceasing use of the Setter Solution and uninstalling and removing all local components thereof, if any.

13. Feedback and Reviews

- (a) By approving quoted content to Setter, and providing any reviews, questions, comments, suggestions, ideas or similar information (collectively, “**Submissions**”), you grant Setter and its affiliates, a worldwide, nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sub licensable right to (i) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised; and (ii) use the name that you use in connection with such Submission. You acknowledge that Setter may choose to provide attribution of your Submissions (for example, listing your name and city on a review that you use) at Setter’s discretion, and that such submissions may be shared publicly. You acknowledge and agree that Submissions are non-confidential and non-proprietary.
- (b) Setter takes no responsibility and assumes no liability for any Submissions posted or approved by you. Setter has no obligation to implement or post your Submissions and reserves the right, in its absolute discretion, to determine which Submissions are published on the Setter Platform. If you do not agree to any of the foregoing, please do not provide us with any Submissions. You acknowledge that Setter may exercise its rights (including, use, publish, delete) to use any Submissions without any notice to you.

14. Ownership

- (a) All Content, including (without limitation) all designs, infrastructure graphics, pictures, illustrations, software, artwork, video, music, sound, names, words, titles, phrases, logos and marks displayed on or used in connection with the Setter Solution, are owned or licensed by Setter and are protected by copyright, trademark and other intellectual property laws.
- (b) Setter expressly reserves all rights in the Setter Solution and all materials provided by Setter in connection with the Agreement that are not specifically granted to you. You acknowledge that all right, title and interest in the Setter Solution, all materials provided by Setter in connection with the Setter Solution (including the Content), and any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Setter (or third party suppliers, if applicable), and that the Setter Solution and all materials provided by Setter hereunder are licensed and not “sold” to you.
- (c) All contents of the Setter Website are: © 2019 Setter Inc.

15. Privacy Policy

Please click [here](#) to review Setter’s current Privacy Policy, which contains important information about Setter’s practices in collecting, storing, using and disclosing Personal Information, and which is hereby incorporated into and forms a part of the Agreement: **“Personal Information”** means any information about an identifiable individual or information that is subject to applicable privacy or data protection laws.

16. No Unlawful or Prohibited Use

You will not, without Setter’s prior written permission, use the Setter Platform or the Content for purposes other than the Permitted Use. Without limiting the generality of the foregoing, you will not (and will not attempt to), and will not permit anyone else to (or attempt to): (a) “frame”, “mirror” or otherwise incorporate the Setter Platform or the Content or any part thereof on any website; (b) access, monitor or copy any part of the Setter Platform or the Content using any robot, spider, scraper or other automated means; (c) violate the restrictions in any robot exclusion headers on the Content or the Setter Platform or bypass or circumvent other measures employed to prevent or limit access to the Setter Platform or the Content; (d) take any action that imposes, or may impose, in Setter’s discretion, an unreasonable or disproportionately large load on the Setter Platform; (e) remove any watermarks, labels or other legal or proprietary notices included in the Setter Platform or the Content; (f) modify the Setter Platform or the Content, including any modification for the purpose of disguising or changing any indications of the ownership or source of the Setter Platform or the Content; (g) attempt to, assist, authorize or encourage others to circumvent, disable or defeat any of the security features or components, such as digital rights management software or encryption, that protect the Setter Platform or the Content; (h) copy, reproduce, modify, distribute, transfer, sell, publish, broadcast, perform, transmit, publish, license or circulate in any form any part of the Setter Platform or the Content; (i) create derivative works based on the Setter Platform or the Content, in whole or in part, or decompile, disassemble, reverse engineer or other exploit any part of the Setter Platform or the Content; (j) use or access the Setter Platform or the Content in a manner that violates the rights (including, but not limited to

intellectual property rights) of any third party; or (k) upload to or transmit through the Setter Platform any information, images, text, data, media or other content that is offensive, hateful, obscene, defamatory or violates any laws, in each case as determined by Setter in its sole discretion.

17. Third Party Websites

The Setter Website may provide links to third party websites. Setter does not endorse the information contained on those web sites or guarantee their quality, accuracy, reliability, completeness, currency, timeliness, non-infringement, merchantability or fitness for any purpose. The content in any linked web site is not under Setter's control, and if you choose to access any such website, you do so entirely at your own risk.

18. Viruses

The downloading and viewing of Content is done at your own risk. Setter cannot and does not guarantee or warrant that the Setter Platform or the Content are compatible with your computer system or that the Setter Platform or the Content, or any links from the Setter Platform or the Content, will be free of viruses, worms, malware, trojan horses or disabling devices or other code that manifests contaminating or destructive properties. You are responsible for implementing safeguards to protect the security and integrity of your computer system, and you are responsible for the entire cost of any service, repairs or connections of and to your computer system that may be necessary as a result of your use of the Setter Platform.

19. Communications Not Confidential

Setter does not guarantee the confidentiality of any communications made by you through the Setter Platform. Although Setter generally adheres to the accepted industry practices in securing the transmission of data to, from and through the Setter Platform, you understand, agree and acknowledge that Setter cannot and does not guarantee the security of data transmitted over the Internet or public networks in connection with your use of the Setter Platform.

20. Customer Warranties

- (a) Access to Premises. You covenant, represent and warrant that you have the right to grant us, our employees, contractors, and our subcontractors, access to the Premises to perform the applicable Setter Services and will be present at the Premises or will have a representative who is 19 years old or older at the Premises at all times while the Setter Services is being performed.
- (b) Personal Information. You covenant, represent and warrant that any data, information, or materials that you upload or transmit to the Setter Platform or otherwise provide to Setter will only contain Personal Information in respect of which you have provided all notices and disclosures and obtained all applicable third party consents, permissions and otherwise have all authority, in each case as required by applicable laws, to enable us to make available the Setter Platform and to provide the Setter Services.

21. Disclaimer

- (a) GENERAL DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT, THE SETTER SOLUTION (OR ANY PART THEREOF), AND ANY OTHER PRODUCTS AND SETTER SERVICES PROVIDED BY SETTER TO YOU ARE PROVIDED “AS IS” AND “AS AVAILABLE”.
- (b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT, SETTER HEREBY DISCLAIMS ALL EXPRESS, IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, COMPATIBILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.
- (c) SETTER DOES NOT WARRANT THAT THE SETTER PLATFORM (OR ANY PART THEREOF) WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE, OR THAT ALL ERRORS CAN OR WILL BE CORRECTED. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SETTER EXPRESSLY DISCLAIMS ANY REPRESENTATION, CONDITION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO CUSTOMER IN CONNECTION WITH CUSTOMER’S USE OF THE SETTER PLATFORM (OR ANY PART THEREOF) IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CUSTOMER FOR ANY PURPOSE WHATSOEVER.
- (d) SETTER SERVICES DISCLAIMER. EXCEPT AS SPECIFICALLY COMMUNICATED TO YOU IN WRITING ON THE SETTER PLATFORM OR SET OUT IN THIS AGREEMENT:
 - (i) SETTER MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE PROVISION OF THE SETTER SERVICES (INCLUDING ANY WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR QUALITY OF THE SETTER SERVICES) OR THE ACCEPTANCE OR REJECTION OF ANY QUOTES;
 - (ii) SETTER MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE WORKMANSHIP, TIMELINESS, INTEGRITY, ABILITY OR SKILL OF THE INDIVIDUALS THAT PERFORM THE SETTER SERVICES;
 - (iii) WITHOUT LIMITING THE FOREGOING, SETTER SUBCONTRACTS THE PERFORMANCE OF THE SERVICES, AND SETTER DOES NOT REPRESENT OR WARRANT THAT THE INDIVIDUALS PERFORMING THE SETTER SERVICES HOLD ANY

QUALIFICATION, CERTIFICATION, LICENCE, SCHOOLING, TRAINING, OR INSURANCE REQUIRED AT THE TIME THAT SUCH INDIVIDUALS PROVIDE THE SETTER SERVICES.

- (e) SAFETY DISCLAIMER. WHILE SETTER PERFORMS DUE DILIGENCE ON THE INDIVIDUALS THAT PERFORM THE SETTER SERVICES ON YOUR PREMISES, YOU SHOULD NEVERTHELESS EXERCISE DUE DILIGENCE, CAUTION AND COMMON SENSE TO PROTECT YOUR PERSONAL SAFETY AND PROPERTY.

22. Limitation of Liability

The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

- (a) TYPE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL SETTER BE LIABLE TO CUSTOMER OR ANY USER FOR ANY: (I) SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (II) LOST SAVINGS, PROFIT, DATA, USE, OR GOODWILL; (III) BUSINESS INTERRUPTION; OR (IV) ANY COSTS FOR THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, FUNDAMENTAL BREACH, BREACH OF A FUNDAMENTAL TERM) OR OTHERWISE AND EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITIES OF SUCH DAMAGES.
- (b) AMOUNT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF SETTER IN CONNECTION WITH OR UNDER THE AGREEMENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY YOU AND RECEIVED BY SETTER IN THE PRIOR 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THE AGREEMENT WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SETTER'S THIRD-PARTY SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THE AGREEMENT.

23. Indemnification

You will defend, indemnify and hold harmless Setter and all of its officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including, but not limited to, reasonable legal and accounting fees, brought in connection with or as a result of:

- (a) your breach of any of your warranties, representations or obligations under the Agreement, any Quote, or any documents referenced herein;

- (b) misrepresentation, criminal behaviour or gross negligence on your part;
- (c) your violation of any law or the rights of a third party (including, without limitation, intellectual property rights); and
- (d) your use of the Setter Platform and the Setter Services contrary to these Terms of Use, any documents referenced herein, or any policies or guidelines available on the Setter Platform.

24. Geographic Application of the Setter Services

Not all of the Setter Services are available in all jurisdictions. Furthermore, nothing on the Setter Services constitutes an offer or solicitation to buy or sell any product or service to anyone in any jurisdiction in which such an offer or solicitation is prohibited by law.

25. Force Majeure

Setter will not be liable to you for any failure of or delay in the performance of its obligations under the Agreement for the period that such failure or delay is due to causes beyond Setter's reasonable control, including, but not limited to, acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

26. Governing Law and Jurisdiction

- (a) The Agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. These laws apply to your access to or use of the Setter Platform, the Setter Services and the Content, notwithstanding your domicile, residency or physical location. The Setter Platform, the Setter Services and the Content are intended for use only in jurisdictions where they may lawfully be offered for use.
- (b) Except as restricted by applicable law, you hereby consent to the exclusive jurisdiction and venue of courts in Toronto, Ontario, Canada in all disputes arising out of or relating to the use of the Setter Platform, the Setter Services or the Content.

27. Entire Agreement, Waiver and Severability

- (a) The Agreement constitutes the entire agreement between Setter and you pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Setter with respect to the Setter Solution. A printed version of these Terms of Use and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- (b) Setter may, in its sole discretion, provide any notices to you in connection with the Agreement through the Setter Platform or by email at the then-current email address for you on file with Setter. You may provide notices to Setter by writing to the following address: 360 Dufferin St, Toronto, or by email at:

accounting@setter.com. Setter may change its notice contact information from time to time by posting updated contact details on the Setter Website.

- (c) Setter's failure to insist upon or enforce strict performance of any provision of the Agreement will not be construed as a waiver of any provisions or right.
- (d) If any of the provisions contained in the Agreement are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination will not affect the remaining provisions contained herein.
- (e) It is the express wish of the parties that the Agreement and all related documents be drawn up in English. *C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.*