



GENERAL TERMS AND CONDITIONS

Last updated: 12/01/2022

These Terms and Conditions (“Terms”) govern the access or use by you (“you”), either as an individual or enterprise delivery agent for 6518729 Canada Inc. doing business as @Door (TM) (“@Door”) or as a receiver of @Door products or services, from anywhere of any platform, applications, websites, content, products, and services (collectively, the “Systems”) made available to you by or through @Door.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SYSTEMS.

1. GENERAL

You will accept these Terms, as may be amended from time to time, by clicking a box where prompted, or by using any System and subsequently, by continuing to access and use the Systems. These Terms complete any prior agreements entered into, either in writing or by clicking a box when prompted, between you and @Door (an “Agreement”). Notwithstanding the term of any Agreement, @Door may terminate these Terms or any Systems at any time, or generally cease offering its products or services or the Systems or any portion thereof, at any time for any reason.

Supplements

The Terms may be supplemented from time to time by such supplemental terms for a general or particular @Door product or services. If applicable, such supplemental terms will be posted and made available in the same fashion as these Terms. Any supplemental terms and @Door policies are in addition to and made part of the Terms for the purposes of the applicable product or service.

Amendments

@Door may amend the Terms and any supplemental terms or policies from time to time. @Door will use commercially reasonable efforts to provide you with notice in the event of a material change to any Terms, policies or supplemental terms that materially and detrimentally affects your rights and obligations under these Terms, by sending an email, providing notice through the Systems or updating the date at the top of these Terms. Unless otherwise indicated, the applicable amendment will be effective immediately upon posting of such updated Terms or supplemental terms or policies at this location or the amended supplemental terms or policies on the applicable location. Your continued access or use of the Systems after any posting of any updates or as applicable after @Door provides such notice, constitutes your acceptance of the changes and consent to be bound by the Terms, policies and supplemental terms, as amended.

Privacy and Code of Conduct

Our Privacy Policy applicable and made part of these Terms is located at www.atdoor.ca (the “Privacy Policy”), while our Code of conduct applicable to the same extent is located at www.atdoor.ca (the “Code of Conduct”).

2. ACCESS TO SYSTEMS

As a delivery agent

As part of you acting as a delivery agent for @Door under an Agreement, @Door will provide you access to the Systems under the specific provisions of the Terms. The Systems constitute the provision of a technology platform that enables you, as a provider of services and user of @Door's applications or websites (each, an "Application" and "Systems" shall be deemed to include all Applications) to namely: (a) arrange and schedule the provision of certain delivery services with @Door's partner carriers ("Partner Carriers"); (b) capture delivery attempt and/or delivery information using the Systems by scanning and/or manual input as required when attempting and/or delivering items received from Partner Carriers; (c) arranging for the pick-up and/or return of undeliverable items through Partner Carriers; and (d) receive payments from @Door for the services properly performed in accordance with these Terms and an Agreement. The Systems are made available to you without any guaranty of payments at any time.

Licence

Subject to your compliance with these Terms and any Agreement, @Door grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable licence solely during the term of an Agreement to: (i) access, use and operate the Applications on your personal device; and (ii) access and use the Company Content for your own individual use, the whole solely in connection with and as needed for your provision of delivery services to @Door under an Agreement. Any rights not expressly granted herein are reserved by @Door or its licensors. For clarity, no rights to display or use @Door's names, trademarks and logos are granted herein except upon receiving @Door's express prior written consent. "Company Content" shall mean all data, information, or materials made available or transmitted to you through the Systems (be it @Door or its affiliates' data, information, or materials or those of its customers or suppliers) as well as any process data arising from your use of the Systems and feedback or commentary ideas provided by you through the Systems.

Notwithstanding the foregoing, "Company Content" shall not include your own personal information incorporated by you in the Systems ("Personal Content") which you retain ownership of. You grant @Door and its affiliates a worldwide, perpetual, irrevocable, transferable, licence for no fee, with the right to sublicense, to use, copy, and otherwise exploit such Personal Content in all formats only as required to provide you the Systems and perform its otherwise legitimate business activities and while complying with the Privacy Policy. You represent and warrant that: (i) you either are the sole and exclusive owner of all Personal Content or you have all rights necessary to grant @Door and its affiliates the licence to the Personal Content as set forth above; and (ii) neither the Personal Content nor your submission or uploading of such Personal Content nor @Door's or its affiliate's use 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.

As a receiver of products or services

As part of you being a receiver of @Door products or services, @Door will from time to time provide you access to certain Systems under the specific provisions of the Terms. The Systems constitute the provision of a technology platform that enables you, as a receiver of products or services and user of @Door's applications or websites (each, an "Application" and "Systems" shall be deemed to include all

Applications) to namely: enter information using the Systems to provide times when available to receive a product or service.

Licence

Subject to your compliance with these Terms, @Door grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable licence to access, use and operate the Applications on your personal device, the whole solely in connection with and as needed for you to receive products or services from @Door and for such limited period only. Any rights not expressly granted herein are reserved by @Door or its licensors. For clarity, no rights to display or use @Door's names, trademarks and logos are granted herein.

You grant @Door and its affiliates a worldwide, perpetual, irrevocable, transferable, licence for no fee, with the right to sublicense, to use, copy, and otherwise exploit your own personal information incorporated by you in the Systems ("Personal Content") in all formats only as required to provide you the Systems and perform its otherwise legitimate business activities and while complying with the Privacy Policy. You represent and warrant that: (i) you either are the sole and exclusive owner of all Personal Content or you have all rights necessary to grant @Door and its affiliates the licence to the Personal Content as set forth above; and (ii) neither the Personal Content nor your submission or uploading of such Personal Content nor @Door's or its affiliate's use 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.

Ownership

The Systems, Company Content and all rights therein, including all right, title and interest in all patent, copyright, trade secret, know-how, design rights, trademark, and other intellectual property rights, in and to the Company Content, and any changes, corrections, bug fixes, enhancements, feedback, updates, improvements, derivative works and other modifications thereto, whether made by or on behalf of @Door, you, or any third party, shall remain @Door's (or its licensors') property and as applicable shall vest in and be assigned immediately to @Door upon creation. Neither these Terms nor your use of the Systems convey or grant to you any rights: (i) in or related to the Systems or the Company Content except for the limited licences granted above; or (ii) to use or reference in any manner @Door's names, logos, product and service names, trademarks or services marks other than with @Door's express prior written consent. You shall not issue or release any announcement, statement, press release or other publicity materials or statements relating to these Terms.

Restrictions

You may not: (a) remove any copyright, trade mark or other proprietary notices from any portion of the Systems; (b) copy, reproduce, modify, disassemble, decompile, reverse engineer, prepare derivative works based upon, distribute, license, lease, sell, resell, sublicense, transfer, publicly display, transmit, stream, broadcast or otherwise exploit the Systems or Company Content except as expressly permitted by @Door under these Terms or an express Agreement; (c) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Systems or Company Content or unduly burdening or hindering the operation and/or functionality of any aspect of the Systems; (d) use the Company Content or Systems other than as expressly permitted, including in a

manner that impacts or could reasonably impact the stability of @Door's servers or the behavior of other agents using the Systems, that disparages or may be harmful to @Door, its affiliates, its products or services, its providers, its suppliers, its customers, its end users, its customer's customers or receivers, that violates any applicable law or regulation or to your knowledge any right of any person or that infringes, misappropriates, or otherwise violates any @Door or third party intellectual property or other rights, (e) attempt to gain unauthorized access to or impair any aspect of the Systems or Company Content, (f) cache, record, or otherwise store any portion of the Company Content, and attempt or provide a means to execute any "bulk download" operation; (g) use or to the extent authorized display the Company Content in a manner that could imply an endorsement, relationship, or affiliation with or sponsorship between you or a third party and @Door, other than as expressly permitted under an Agreement, (h) use the Systems or Company Content in a manner that could reasonably be interpreted to suggest that you are the author or entity that is responsible, in whole or in part, for the creation or development of any Company Content; (i) use the Systems or Company Content in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, unsolicited mass distribution of email (spam), multi-level marketing proposals, hate materials, hacking/surveillance/interception/descrambling equipment; (j) use the Systems or Company Content in connection with the development of any products, services or materials that would be competitive with @Door's products or services; and (k) except as expressly permitted herein, use, modify, register, adopt or grant to any third party any right or license to use @Door' intellectual property, or any variations thereof or any marks or domain names which are similar or confusingly similar, without @Door's prior written consent.

App Store

You acknowledge and agree that the availability of the Applications may be dependent on the third party from which you received the Application's license, e.g., the Apple app stores or Android app stores ("App Store"). You acknowledge and agree that these Terms are between you and @Door and not with the App Stores and that @Door is not responsible for the provision of the Application within an App Store and that such is subject to the applicable App Store or third-party terms and condition. These Terms incorporate by reference any terms set forth in the applicable third party's terms of service. In the event of a conflict, the terms of these Terms will control.

Confidentiality and Personal Data

During your provision of delivery services or access to the Systems, you may (where specifically permitted) have access to proprietary or non-public information, including in respect of @Door, its related entities or third parties including its customers and suppliers ("Confidential Information"). You agree that you will not at any time, without the prior written consent of @Door: (a) reveal, disclose or make known any Confidential Information to any other person or entity; and (b) use the Confidential Information for any purpose other than as specifically required for the sole purpose of using the Systems and/or providing services in connection with an Agreement.

You may also, while providing delivery services or through access or use of the Systems, be provided with and have access to personally identifiable information pertaining to customers, delivery companies, suppliers and other merchants and agents, and their employees and representatives, including but not limited to names, addresses, email addresses, telephone numbers, order information and other

information regarding individuals ("Personal Information"). You will not, under any circumstance, access or use such Personal Information for any purpose other than the sole purpose of using the Systems and/or rendering services in connection with an Agreement. You will at all times maintain the strict confidentiality of Personal Information and will not reveal, disclose or make known any Personal Information to any person except as provided herein. If acting as a delivery agent and as applicable, you will securely destroy any and all Confidential Information and Personal Information immediately after completing any delivery service to which the Confidential Information or Personal Information pertains to. Confidential Information and Personal Information shall remain @Door's property or the property of its licensors.

Suspension and Audit

If @Door has reasons, acting reasonably, to believe that you are in breach of these Terms, or if your use or access to the Systems puts @Door's servers, systems or users at risk or risks the integrity, confidentiality or security of the Systems, @Door reserves the right to immediately suspend your access to the Systems at any time pending verifications. @Door may also, upon prior notice to you, audit your usage of the Systems and Company Content to verify your compliance with these Terms. If @Door determines because of an audit or otherwise acting reasonably that your use of the Systems or Company Content is not in compliance with these Terms or that you have otherwise breached these Terms, Company reserves the right to terminate an Agreement, the licences granted hereunder and your access to the Systems immediately.

3. USE OF THE SYSTEMS

User Accounts for Delivery Agents

In order to provide delivery services, you must register for and maintain an active personal @Door agent account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account, unless a specific Systems permits otherwise. Account registration requires you to submit to @Door certain personal information which will be governed by the Privacy Policy. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Systems or obtain payment for rendered delivery services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by @Door in writing, you may only possess one Account. You may not authorize third parties to use your Account or assign or otherwise transfer your Account to any other person or entity.

Requirements and Conduct

General

You agree to comply with all applicable laws when accessing or using the Systems, and you may only access or use the Systems for lawful purposes and in accordance with these Terms. You will not, in your use of the Systems or while providing delivery services, cause nuisance, annoyance, or inconvenience, whether to @Door, its Partner Carriers, other agents, other receiver of products or services or any other person.

Network Access and Device

You are responsible for obtaining the data network access necessary to use the Systems. Your mobile network's data and messaging rates and fees may apply if you access or use the Applications from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Systems and Applications and any updates thereto. @Door does not guarantee that the Systems and Applications, or any portion thereof, will function on any particular hardware or devices. In addition, the Systems and Applications may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

4. DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY

DISCLAIMER

THE SYSTEMS AND AVAILABILITY OF DELIVERY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". @DOOR AND ITS AFFILIATES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS (INCLUDING ANY SUPPLEMENTAL TERMS, WHERE APPLICABLE), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SYSTEMS, OR ANY SERVICES OR PRODUCTS MADE AVAILABLE TO YOU THROUGH THE USE OF THE SYSTEMS, OR THAT THE SYSTEMS WILL BE UNINTERRUPTED OR ERROR-FREE. @DOOR AND ITS AFFILIATES DO NOT GUARANTEE THAT DELIVERY SERVICES WILL BE AVAILABLE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SYSTEMS, AND ANY DELIVERY SERVICES REQUESTED BY AND PROVIDED BY YOU THROUGH THE USE OF THE SYSTEMS, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. @DOOR DOES NOT CONTROL, MANAGE OR DIRECT ANY THIRD-PARTY RECEIVERS OF SERVICES. @DOOR OR ITS AFFILIATE DOES NOT CONTROL, ENDORSE OR TAKE RESPONSIBILITY FOR ANY COMPANY CONTENT OR PERSONAL INFORMATION AVAILABLE ON OR LINKED TO BY THE SYSTEMS. @DOOR CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SYSTEMS, APPLICATIONS OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

LIABILITY

Limitation of Liability

@DOOR AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SYSTEMS OR PROVISION OF DELIVERY SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE TERMS OF ANY AGREEMENT. @DOOR OR ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF YOUR USE OF OR RELIANCE ON THE SYSTEMS OR YOUR INABILITY TO ACCESS OR USE THE SYSTEMS. @DOOR SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND ITS REASONABLE CONTROL. NOTWITHSTANDING THE TERMS OF ANY AGREEMENT, IN NO EVENT SHALL @DOOR'S (OR ITS AFFILIATES IN CASE LIABILITY AROSE) TOTAL LIABILITY TO YOU IN CONNECTION

WITH THE SYSTEMS, AN AGREEMENT OR YOUR PROVISION OF ANY DELIVERY SERVICES TO @DOOR, FOR ALL TYPES OF DAMAGES, LOSSES AND CAUSES OF ACTION (EXCLUDING COMPENSATION THEREOF), EXCEED ONE THOUSAND CANADIAN DOLLARS (CAD\$1000).

INDEMNITY

You agree to indemnify and hold @Door and its affiliates and their officers, directors, employees and agents and Partner Carriers harmless from any and all claims, demands, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or in connection with (i) your breach or violation of any of these Terms, and (ii) @Door's rightful use of your Personal Content.

5. GOVERNING LAW

These Terms shall be exclusively governed by and construed in accordance with the laws of the province of Ontario, and the federal laws of Canada applicable therein, without regard to conflict of law principles.

6. DISPUTE RESOLUTION

If there is any dispute or controversy between you and @Door or any related entity, including any dispute or controversy arising out of or relating to these Term or an Agreement (each, a "Dispute"), any party will serve any notice on the other party and each party must use good faith efforts to resolve the Dispute informally.

If the Dispute is not resolved after twenty (20) business days of a party serving notice on the other party that there is a Dispute, the parties agree that the Dispute will be finally resolved by confidential arbitration before a single arbitrator in accordance with the Arbitration Rules of the ADR Institute of Canada, Inc. The parties agree that the arbitration will be conducted by the parties on an ad hoc basis and will not be administered by the ADR Institute of Canada, Inc.

If You are a resident in the Province of Quebec, the seat of the arbitration will be Quebec or such other location as agreed to by the parties acting reasonably. The language of the arbitration will be either French or English, at your election.

If You are a resident of a province other than Quebec, the seat of the arbitration will be Ontario or such other location as agreed to by the parties acting reasonably. The language of the arbitration will be English.

The parties will resolve any Dispute on an individual basis. Any claim you may have must be brought individually, in your individual capacity and not as a representative plaintiff or class member, and you will not join such claim with claims of any other person or entity, or bring, join or participate in a class action lawsuit, collective or representative proceeding of any kind (existing or future) against @Door or any related entity.

Nothing in these Terms will prohibit @Door from seeking interim measures from a court, including preliminary or injunctive relief, or in order to address any breach by you.

7. OTHER PROVISIONS

Notice

@Door may give notice by means of a general notice on the Systems, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to @Door by written communication to info@atdoor.ca.

General

In addition to an Agreement and supplemental terms referred to herein as well as the Code of Conduct and Privacy Policy, the Terms referred to herein represent the full and final understandings between the parties, and supersedes any and all previous understandings, commitments, and agreements, oral or written, pertaining to the Systems and delivery services.

These Terms and the rights granted hereunder shall not be assigned, encumbered by security interest or otherwise transferred by you without @Door's express prior written consent.

If, in any jurisdiction, any covenant, provision or restriction contained in these Terms is found to be restricted, prohibited, void or unenforceable (in whole or in part) by a court or decision maker (i.e. arbitrator) of competent jurisdiction, it will be severable and will not affect or impair the validity of any other covenants, provisions or restrictions contained herein, nor will it affect the validity or enforceability of such covenants, provisions or restrictions in any other jurisdiction or in regard to other circumstances. Any covenants, provisions or restrictions found to be restricted, prohibited, void or unenforceable are declared to be separate and distinct, and the remaining covenants, provisions and restrictions will remain in full force and effect. The explicit waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND AND AGREE TO BE BOUND BY AND COMPLY WITH ALL OF ITS PROVISIONS. YOU ACKNOWLEDGE THAT YOU HAVE HAD REASONABLE OPPORTUNITY TO REVIEW THIS AGREEMENT CONTAINING THE TERMS OF OUR UNDERSTANDING.