

# **TERMS AND CONDITIONS OF WAIT.KUUSOFT.COM**

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## **PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE.**

The following Terms and Conditions govern and apply to your use of or reliance upon this website maintained by Kuusoft Corp. (the "Website").

Your access or use of the Website indicates that you have read, understand and agree to be bound by these Terms and Conditions and any other applicable laws, statutes and/or regulations. We may change these Terms and Conditions at any time without notice, effective upon its posting to the Website. Your continued use of the Website will be considered your acceptance to the revised Terms and Conditions.

### **1. INTELLECTUAL PROPERTY**

All intellectual property on the Website (except for User Generated Content, as defined below) is owned by us or our licensors, which includes materials protected by copyright, trademark, or patent laws. All trademarks, service marks and trade names are owned, registered and/or licensed by us. All content on the Website (except for User Generated Content, as defined below), including but not limited to text, software, code, designs, graphics, photos, sounds, music, videos, applications, interactive features and all other content is a collective work under Canadian and other copyright laws and is the proprietary property of the Company; All rights reserved.

### **2. USE OF COMPANY MATERIALS**

We may provide you with certain information as a result of your use of the Website including, but not limited to, documentation, data, or information developed by us, and other materials which may assist in the use of the Website or Services ("Company Materials"). The Company Materials may not be used for any other purpose than the use of this Website and the services offered on the Website. Nothing in these Terms of Use may be interpreted as granting any license of intellectual property rights to you.

### **3. USER GENERATED CONTENT**

"User Generated Content" is communications, materials, information, data, opinions, photos, profiles, messages, notes, website links, text information, music, videos,

designs, graphics, sounds, and any other content that you and/or other Website users post or otherwise make available on or through the Website, except to the extent the content is owned by us.

#### **4. ACCOUNT AND ACCOUNT USE**

If your use of the Website requires an account identifying you as a user of the Website (an "Account"):

a) you are solely responsible for your Account and the maintenance, confidentiality and security of your Account and all passwords related to your Account, and any and all activities that occur under your Account, including all activities of any persons who gain access to your Account with or without your permission;

b) you agree to immediately notify us of any unauthorized use of your Account, any service provided through your Account or any password related to your Account, or any other breach of security with respect to your Account or any service provided through it, and you agree to provide assistance to us, as requested, to stop or remedy any breach of security related to your Account, and

c) you agree to provide true, current, accurate and complete customer information as requested by us from time to time and you agree to promptly notify us of any changes to this information as required to keep such information held by us current, complete and accurate.

#### **5. PAYMENT**

When you make a purchase on the Website, you agree to provide a valid instrument to make a payment. Pay attention to the details of the transaction, as your total price may include taxes, fees, and shipping costs, all of which you are responsible for.

When you provide a payment instrument to us, you confirm that you are permitted to use that payment instrument. When you make a payment, you authorize us (and our designated payment processor) to charge the full amount to the payment instrument you designate for the transaction. You also authorize us to collect and store that funding instrument, along with other related transaction information.

If you pay by credit or debit card, we may obtain a pre-approval from the issuer of the card for an amount as high as the full price. If you cancel a transaction before completion, this pre-approval may result in those funds not otherwise being immediately available to you.

We may cancel any transaction if we believe the transaction violates these Terms, or if we believe doing so may prevent financial loss.

In order to prevent financial loss to you or to us, we may contact your funding instrument issuer, law enforcement, or affected third parties (including other users) and share details of any payments you are associated with, if we believe doing so may prevent financial loss or a violation of law.

## **6. SALE OF GOODS AND SERVICES**

We may sell goods or services or allow third parties to sell goods or services on the Website. We undertake to be as accurate as possible with all information regarding the goods and services, including product descriptions and images. However, we do not guarantee the accuracy or reliability of any product information and you acknowledge and agree that you purchase such products at your own risk.

## **7. ACCEPTABLE USE**

You agree not to use the Website for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Website in any way that could damage the Website, the services or the general business of Kuusoft Corp.

You further agree not to use and/or access the Website:

- a) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- b) To violate any intellectual property rights of us or any third party;
- c) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- d) To perpetrate any fraud;
- e) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- f) To publish or distribute any obscene or defamatory material;
- g) To publish or distribute any material that incites violence, hate or discrimination towards any group;
- h) To unlawfully gather information about others.

## **8. PROTECTION OF PRIVACY**

Through your use of the Website, you may provide us with certain information. By using the Website, you authorize us to use your information in Canada and any other country where We may operate.

When you register for an account, you provide us with a valid email address and may provide us with additional information, such as your name and/or billing information. Depending on how you use our Website, we may also receive information from external applications you use to access our Website, or we may receive information through various web technologies, such as cookies, log files, clear gifs, web beacons or others.

We use the information gathered from you to ensure your continued good experience on our website, including through email communication. We may also track certain of the passive information received to improve our marketing and analytics, and for this, we may work with third-party providers.

Kuusoft will not share your Customer Data or any Third Party's Customer Data with any third parties unless Kuusoft (i) has Your consent for any Customer Data or any Third Party's consent for the Third Party's Customer Data; or (ii) concludes that it is required by law or has a good faith belief that access, preservation or disclosure of Customer Data is reasonable necessary to protect the rights, property or safety of Kuusoft, its users or the public.

If you would like to disable our access to any passive information we receive from the use of various technologies, you may choose to disable cookies in your web browser. Please be aware that we will still receive information about you that you have provided, such as your email address.

If you choose to terminate your account, we will store information about you for the following period of time: until user request to remove through official communication methods. After that time, all information about you will be deleted.

## **9. REVERSE ENGINEERING & SECURITY**

You may not undertake any of the following actions:

- a) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Website;
- b) Violate the security of the Website through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

## **10. DATA LOSS**

We are not responsible for the security of your Account or Content. Your use of the Website is at your own risk.

## **11. INDEMNIFICATION**

You defend and indemnify Kuusoft Corp. and any of its affiliates and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Website, your breach of these Terms and Conditions, or your conduct or actions. We will select our own legal counsel and may participate in our own defence, if we wish to so.

## **12. SPAM POLICY**

You are strictly prohibited from using the Website or any of our services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

## **13. THIRD-PARTY LINKS & CONTENT**

We may occasionally post links to third party websites or other services. We are not responsible or liable for any loss or damage caused as a result of your use of any third party services linked to from our Website.

## **14. VARIATION**

To the extent any part or sub-part of these Terms and Conditions is held ineffective or invalid by any court of law, the prior, effective version of these Terms and Conditions be considered enforceable and valid to the fullest extent.

## **15. SERVICE INTERRUPTIONS**

We may need to interrupt your access to the Website to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the Website may be affected by unanticipated or unscheduled downtime, for any reason, but that we will have no liability for any damage or loss caused as a result of such downtime.

## **16. TERMINATION OF ACCOUNT**

We may, in our sole discretion, suspend, restrict or terminate your Account and your use of the Website, effective at any time, without notice to you, for any reason, including because the operation or efficiency of the Website or our or any third party's equipment or network is impaired by your use of the Website, any amount is past due from you to us, we have received a third party complaint which relates to your use or misuse of the Website, or you have been or are in breach of any term or condition of these Terms and Conditions. We will have no responsibility to notify any third party, including any third party providers of services, merchandise or information, of any suspension, restriction or termination of your access to the Website.

## **17. NO WARRANTIES**

Your use of the Website is at your sole and exclusive risk and any services provided by us are on an "as is" basis. We disclaim any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. We make no warranties that the Website will meet your needs or that the Website will be uninterrupted, error-free, or secure. We also make no warranties as to the reliability or accuracy of any information on the Website or obtained through the Services. Any damage that may occur to you, through your computer system, or as a result of loss of your data from your use of the Website is your sole responsibility and we are not liable for any such damage or loss.

## **18. PRIVACY**

### **a) Collected personal data, processed personal data and data collection**

In accordance with the dispositions of article 5 of Regulation (EU) 2016/679, the collection and processing of your personal data are consistent with the following principles:

- Lawfulness, fairness and transparency: personal data may only be collected and processed with your consent. Every time personal data is collected you will be informed that personal data is collected and why it is collected;
- Limited purposes: personal data is collected and processed of data for achieving the objectives stated in these Terms and Conditions;
- Minimization of personal data collection and processing: only personal data necessary for achieving the objectives of the website is collected;
- Storage of personal data limited in time personal data are stored for a limited period, of which you are informed;
- Integrity and confidentiality of collected and processed personal data: the controller undertakes to guarantee the integrity and confidentiality of collected personal data.

In order to be lawful in accordance with article 6 of the European Regulation 2016/679, collection and processing of personal data will respect at least of one the following:

- You have given your consent to the processing of your personal data;
- Processing is necessary for compliance with a legal obligation;
- Processing is necessary in order to protect the vital interests of the data subject or of another natural person;
- Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority;
- Processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party.

Our Website collects the following personal data:

- Email Address
- Personal Information
- Business Information (for some users)
- Mobile Phone Number
- Interaction Event Log
- Additional Analytics

This personal data is collected when you perform one the following actions:

Registration to the website

In addition, when you purchase a product on the Website, you will be informed that the seller will retain a proof of the transaction including the order form and the invoice.

The collector will keep in its computer systems of the Website in reasonable security conditions all of the personal data collected for a period of: until user request to be removed via official communication methods, unless you ask for the deletion of your personal data before the expiry of this period.

If personal data is stored, you will be informed of the period during which you personal data will be kept, and if that period may not specified, we will inform you of the criteria used to determine it.

Collection and data processing achieve the following purpose:

Provide services the user wants to consume

## **b) Data Hosting**

The Website is hosted by: Kuusoft Corp., headquartered at the following address:

#235-5589 Byrne Road

The host may be contacted at the following phone number: 1-866-546-8838

Personal data collected and processed by the Website are transferred to the following country(ies): Canada, United States. This transfer of personal data outside of the European Union is justified by the following reasons:

Currently the EU region cannot provide the necessary infrastructure that the application demands

## **c) Controller**

The controller is: Kuusoft Corp.

#### **d) Personal data of minors**

In accordance with the dispositions of article 8 of the European Regulation 2016/679, no minor under the age of 15 may consent to processing of their personal data.

If you are a minor under the age of 15, the consent of a legal guardian is required for your personal data to be collected and processed.

#### **e) Rights and procedures for the implementation of your rights**

In accordance with the regulation regarding the processing of personal data, you have the rights listed below.

In order for the controller to grant your request, you have to provide your full name, your email address and, if relevant, your personal account number.

The controller shall answer you within thirty (30) days.

##### **I. Rights of access, right of rectification and right to erasure**

You may look up, update or modify you personal data, as well as request its deletion by following the procedure below:

Contact Kuusoft Corp. via official communication methods.

If you have a personal account, you may request the deletion of your personal account by following the procedure below:

Contact Kuusoft Corp. via official communication methods.

##### **II. Right to data portability**

You may request the portability of your personal data held by the Website and have those data transmitted to another website by following the procedure below:

Contact Kuusoft Corp. via official communication methods.

##### **III. Right to restriction of processing and right to object**

You may request to restrict processing of your personal data and you may object to processing of your personal data and the Website may not deny such request without compelling legitimate grounds.

#### **f) Obligations of the controller**



The controller undertakes to protect collected personal data, to not transfer your personal data to third parties without informing you first and to respect the purposes for which personal data were collected.

The Website uses an SSL certificate to guarantee that information transfers transiting through the Website are secured.

In addition, the collector undertakes to notify you before the rectification or erasure of any of your personal data, unless this requires disproportionate efforts.

In the event that the integrity and confidentiality of your personal data is compromised, the controller undertakes to inform you by any means.

## **19. COOKIES**

### **a) Consent to our use of cookies**

The Website may use cookies, which allow us to process statistics and information on traffic, to make your experience of the Website smoother and more interactive. Use of cookies involving personal data storage or analysis, you will be asked for your consent.

Your consent is valid for a maximum period of thirteen (13) months. After expiry of this period, the Website will ask you again for your consent to save cookies on your computer

### **b) Right to object to use of cookies by the Website**

You may object to the use of cookies by altering the settings of your web browser. However, any loss in functionality may not be held against us.

### **c) Description of cookies used by the Website**

The following cookies are used when you browse our website:

Due to privacy concerns, this cannot be disclosed. Contact Kuusoft Corp. via official communication methods should you wish to understand the usage of cookies in your browser. Subject to Kuusoft's sole discretion to disclose upon request.

By using our Website, the following cookies from third parties may be saved on your computer:

Contact Kuusoft Corp. via official communication methods to learn more about the third parties that may save cookies on the users' computers.

These websites have privacy policies and terms and conditions that may differ from these Terms and Conditions. For more information, visit the terms and conditions and these websites.

## **20. LIMITATION ON LIABILITY**

We are not liable for any damages that may occur to you as a result of your use of the Website, to the fullest extent permitted by law. The maximum liability of Kuusoft Corp. arising from your use of the Website is limited to the greater of one hundred (\$100) Canadian Dollars or the amount you paid to Kuusoft Corp. in the last six (6) months. This applies to any and all claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.