



## **Terms and Conditions**

### **TERMS AND CONDITIONS FOR THE SUPPLY OF STORAGE SERVICES**

#### **1. INTRODUCTION**

**1.1** We operate the website [www.alluster.com](http://www.alluster.com) (“our site”). We are Alluster Systems Inc., a company incorporated pursuant to the provincial laws of British Columbia, Canada and with our registered office at 170-422 Richards Street, Vancouver, British Columbia V6B 2Z4 (“we”, “our”, “us” or “Alluster”).

**1.2** If you are a consumer then references in these terms and conditions (the “Terms”) to “you” are to the individual using our site and the Services for private and non-commercial purposes. If you are a business, references in these Terms to “you” are to the business that you have the authority to bind in accordance with section 2.

**1.3** These Terms (together with our Privacy Policy and Terms of Website Use) tell you information about us and the legal terms and conditions on which we provide the storage services detailed on our site (“Services”) to you. The Terms, Privacy Policy and Terms of Website Use are together the “Agreement”.

**1.4** Please read these Terms carefully and make sure that you understand them, before ordering any Services. Please note that by ordering any of our Services in accordance with section 3, you agree to be bound by these Terms and the other documents expressly referred to in them.

**1.5** You should print a copy of these Terms or save them to your computer for future reference.

**1.6** We amend these Terms from time to time as set out in section 12. Every time you wish to order services, please check these Terms to ensure you understand the terms which will apply at that time. We have the right to update these terms any time. These Terms were most recently updated on August 2015.

**1.7** In these Terms:

**1.7.1** “Customer Account” means a customer account which has been opened by you through our site in respect of the Services and is identified by way of an allocated account number generated by us;

**1.7.2** “Items” means Storage Bin Items and/or “Oversize/Bulky” Items and/or Items in spaces (as applicable);

**1.7.3** “Oversize or Bulky Items” means items that you store with Alluster but are not able to fit in a Storage Bin, further details of which can be found in the Bulky Items section of our site;

**1.7.4** “Return Request” means a request by you for us to return the Items to you from our storage facility in accordance with section 3.1.9;

**1.7.5** "Storage Bin Items" means the items that you store in Storage Bins;

**1.7.6** "Storage Bin(s)" means Alluster storage bins;

**1.7.7** "Tax" means general sales tax, provincial sales tax or harmonized sales tax, as applicable;

**1.7.8** a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

**1.7.9** a reference to a party includes its successors or permitted assigns;

**1.7.10** a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

**1.7.11** any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

**1.7.12** a reference to in writing or written includes e-mails.

## **2. IF YOU ARE A BUSINESS CUSTOMER**

This section 2 only applies if you are a business.

**2.1** If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use the Services under an Order.

**2.1** If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use the Services under an Order.

**2.2** The Agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.

**2.3** You acknowledge that in entering into the Agreement you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. You and we agree that neither party shall have any claim for innocent or negligent misrepresentation based on any statement in the Agreement.

**2.4** Nothing in this section shall exclude liability for either party's fraudulent misrepresentation.

## **3. THE ORDER PROCESS**

**3.1** The Services shall be performed in accordance with the process set out in this section 3.1:

**3.1.1** You shall open a Customer Account;

**3.1.2** You shall select a password as part of the registration process to open your Customer Account. You must use all reasonable steps to keep your password confidential, and must inform us if you suspect or discover that your password has become known to someone else;

**3.1.3** You shall use your Customer Account to place an Order for the Services in accordance with the process outlined on our site (an “ Enquiry”);

**3.1.4** We will confirm our acceptance of your Enquiry by sending you an email confirming the information you included in your Enquiry (at which point your Enquiry will become an “Order”). This Agreement together with the Order will become legally binding on you and us when we send you the email confirmation and each Order shall incorporate the Terms and shall be a new and separate contract between you and us. However, to the extent that your Enquiry includes Bulky Items, this Agreement and such Enquiry will only become an Order and legally binding in relation to such Bulky Items once the delivery driver has agreed to accept your Bulky Items and such Bulky Items have been loaded onto the delivery vehicle;

**3.1.5** Subject to section 4, we shall deliver the Storage Bins set out in the Order free of charge at the time and to the address specified in the Order;

**3.1.6** You shall pack the Storage Bins with the Storage Bin Items and seal the Storage Bins, each in accordance with sections 4.8.4, 4.8.5 and 4.8.6 below;

**3.1.7** We shall collect the Storage Bins containing the Storage Bin Items free of charge, as well as any Bulky Items (subject to our approval, and for which an additional charge may be applicable, please see sections 5.8, 8.5 and Annex A for details), at the time and from the address specified in the Order, and we shall store them for you. If you order 4 boxes or fewer, you are eligible to select an immediate collection. If you have selected an immediate collection, our driver will wait for up to 22 minutes while you pack your Storage Bins; if you do not pack your Storage Bins within 22 minutes, you may incur further charges pursuant to Annex A Please note that only the first collection in respect of an Order is free of charge. If, except through our own fault, we have to return to your specified address to complete the collection, further charges may apply pursuant to Annex A;

**3.1.8** If no one is available at your address when we come to collect the Storage Bin Items and/or any Bulky Items, we will leave you a note telling you of this. Please contact us (<https://www.alluster.com/contact>) to rearrange collection. We reserve the right to refuse to re-collect more than once if an initial recollection fails through no fault of our own;

**3.1.9** We will store your Items until such time as you submit a Return Request through your Customer Account via our site.

**3.1.10** Subject to sections 3.1.9 and 4, following receipt of a Return Request, we shall return the Items at the time and to the address specified in such Return Request; and

**3.1.11** if:

a. You have elected an immediate collection of the empty Storage Bins, within 22 minutes of the Storage Bins containing Items being returned to you, you will remove all Items and return the empty Storage Bins to the delivery driver. If you require more time:

b. You have elected a collection for a later date of the empty Storage Bins, you must remove all Items from the Storage Bins and arrange for the Storage Bins to be collected on the date specified in your Return Request, which shall be no later than two weeks from the date of your Return Request. A fee will be applied referenced in Annex A.

#### 4. COLLECTION, DELIVERY AND RETURN OF STORAGE BINS AND ANY ITEMS

**4.1** We will not deliver or return Storage Bins and/or Items to an address which is not within one of the delivery areas specified on our site as updated from time to time, unless we agree to do so in writing.

**4.2** If you are a consumer, we will only deliver or collect Storage Bins and/or Items from or to your private residential address. If you are a business, we will only deliver or collect Storage Bins and/or Items from or to your office/business address. Deliveries or returns to any other address are subject to our express written approval.

**4.3** If your delivery address has an elevator, we will deliver or collect Storage Bins and/or Items from or to any level serviced by such elevator, provided that the Storage Bins and/or Items are capable of being transported in such elevator. If your delivery address does not have an elevator, or that elevator does not service the level from or to which the Storage Bins and/or Items are to be delivered or collected, we will deliver or collect Storage Bins and/or Items from or to any level up to and including the second floor above ground level and down to and including the fourth level below ground level of your delivery address. We may deliver to levels either higher than the second level above ground level or lower than the second level below ground level at our discretion and with our written approval, in which case the additional charges at Annex A may apply.

**4.4** Times given for delivery, collection or return are estimates only and we shall not be liable for any delay in delivery, collection or return.

**4.5** Any return request obtained by us in respect of return of the Items shall be conclusive as to time and place of return of the Items. **4.8** You shall be responsible for:

**4.5.1** ensuring that we and/or our contractors have such access (including free parking facilities) as may be reasonably required to carry out the Services;

**4.5.2** ensuring that either you or your authorized representative (as specified in the Order) are present during the delivery, collection and return of the Storage Bins and/or Items;

**4.5.3** providing us with your up-to-date contact details in your Customer Account;

**4.5.4** ensuring that the Storage Bin Items are securely and safely packed into the Storage Bins, and the Bulky Items are securely and safely protected, so as not to cause any damage or injury to:

- a. the Items;
- b. the Storage Bins;
- c. our property, employees, agents or contractors; and/or

d. any other items, property or person;

**4.5.5** ensuring that all Storage Bin lids can be shut flat once packed. The delivery or collection driver may refuse to accept a Storage Bin that does not shut flat and/or require you to purchase further Storage Bins; and

**4.5.6** ensuring that all Storage Bins are correctly sealed with the tamper-proof seals provided to you upon delivery, in accordance with the instructions provided with such tamper-proof seals, and you may incur further charges pursuant to Annex A for failing to comply with your responsibilities under this section 4.8.

**4.6** Other than Bulky Items, all items that you wish us to store must be packed by you into a Storage Bin, and we shall not accept any type of container other than a Storage Bin for such items. If an exception is made it must be approved for storage by Alluster and pricing for such is at Alluster's discretion.

**4.7** Packed Storage Bins and Bulky Items must not exceed a maximum weight limit of 40 lbs. We shall refuse to accept any Storage Bins or Bulky Items that exceed such weight limit.

**4.8** If your Order contains Bulky Items, you are responsible for packing your items appropriately and we are not responsible for any damage due to inappropriate packing.

**4.9** Where you do not comply with the requirements of section 3.1.11 above (timeframe for removal of your Items from a Storage Bin), you will incur an additional charge for any Storage Bins that you have retained, as detailed in Annex A. If such Storage Bins are not returned to us within six days of the date specified in your Return Request, they will then become your property, and no further attempts will be made to collect them.

## **5. THE ITEMS**

**5.1** You shall ensure that, throughout the term of this Agreement, the Items are and shall remain your property, or that you have the permission and authority of the person who owns the Items to use the Services in relation to the Items.

**5.2** You shall ensure that all taxes and duties have been paid on the Items and you shall reimburse us against all duties and taxes that we may be required to pay in respect of the Items.

**5.3** You shall be responsible for any breach of Canadian and/or U.S. Customs' regulations relating to the Items and you shall be responsible to us for any losses we suffer relating to any actions, proceedings, costs, claims and demands arising out of any breach, non-observance or non-performance of this section.

**5.4** We reserve the right to refuse to collect, store or deliver any Items in our sole and absolute

discretion if we believe that: a. the Items (or the packing thereof) do not conform with the requirements of this Agreement; or

b. the safety or security of any person or property would be put at risk by doing so.

**5.5** The Items must not include any of the following:

**5.5.1** any item with a value of over C\$200 (unless you are willing to accept all liability for such item to the extent that its value exceeds C\$200);

**5.5.2** antiques;

**5.5.3** electronics and televisions (unless you assume all risk of any damages);

**5.5.4** fine art or fine wine;

**5.5.5** items containing or made of glass;

**5.5.6** food or perishable items;

**5.5.7** any living creature;

**5.5.8** weapons, arms or ammunition;

**5.5.9** any item which emits fumes, smell or odour;

**5.5.10** bullion (gold-silver), jewellery, currency, ivory, precious metals or stones;

**5.5.11** illegal substances or items illegally obtained (including any drugs);

**5.5.12** combustible or flammable materials, liquids or compressed gases, diesel, petrol, oil, gas, artificial Fertilizer or cleaning solvents;

**5.5.13** chemicals, radioactive materials or biological agents, toxic waste, asbestos or other materials of a dangerous nature;

**5.5.14** any other toxic, flammable or hazardous items;

**5.5.15** dangerous goods as defined in the Transportation of Dangerous Goods Act (Canada); or

**5.5.16** any other items, the possession, transport or storage of which contravene in any way the laws of Canada or any other applicable regulations.

**5.6** We or any of our contractors may open any Storages Bins and their contents at any time if:

**5.6.1** we reasonably believe that they contain any of the items listed at section 5.5;

**5.6.2** we are required to do so by any law, court order or competent authority, including the police or fire services;

**5.6.3** it is necessary to do so to prevent damage or injury to persons or property; and/or

**5.6.4** we reasonably believe that inappropriate packing materials have been used to package the Items.

**5.7** Where Items are in breach of section 5.5:

**5.7.1** we shall be entitled to open, return, pass to any law enforcement authority or government agency (including the police and fire service), or by court order, destroy or otherwise dispose of the Items as we (in our absolute discretion) see fit and we shall have no liability to you in respect of such Items; and

**5.7.2** you shall be responsible for all resulting costs, expenses and losses incurred by us and shall pay such amounts to us on demand.

**5.8** Our acceptance of Bulky Items is at our absolute discretion at the time of collection, is subject to the storage rules for Bulky Items as set out on our site and may be subject to additional charges as set out in Annex A. If we elect not to accept a Bulky Item, your Order will still be valid to the extent that it contains other Bulky Items that are accepted by the delivery driver and/or packed Storage Bins that are compliant with this Agreement.

## **6. RESTRICTIONS ON YOUR USE OF THE SERVICES**

**6.1** You must not:

**6.1.1** use the Services or our site except as expressly permitted by this Agreement;

**6.1.2** use or interact with the Services in any unlawful or fraudulent way or for any unlawful or fraudulent purpose;

**6.1.3** disrupt, damage or interfere with the Services or our site in any way; or

**6.1.4** offer in any manner, sub-license or re-sell the Services, use of or access to the Services, to a third party, for any reason whatsoever without our prior written consent.

## **7. RISK AND INSURANCE**

**7.1** Subject to section 4.9 above (additional charges for holding on to Storage Bins over allotted time frame), the Storage Bins are our property, and

**7.1** Subject to section 4.9 above (additional charges for holding on to Storage Bins over allotted time frame), the Storage Bins are our property, and shall be used by you only for the purpose of using the Services in accordance with this Agreement and any Order. Nothing in this Agreement, nor any representation made by any of our representatives, will have the effect of transferring ownership of any Storage Bin to you or any other third party.

**7.2** Risk in the Items shall remain with you at all times.

**7.3** We will insure each Storage Bin containing Storage Bin Items or item of Bulky Items up to a maximum of C\$100, such amount to cover:

**7.3.1** collection of the Items from the address specified in the Order and transportation of the Items to our storage facility;

**7.3.2** storage of the Items at our storage facility; and

**7.3.3** returning the Items to the address specified in your Return Request.

**7.4** We do not offer additional insurance to that provided in section 7.3 above, and it is your sole responsibility to insure your Items over and above the cover provided pursuant to section 7.3.

## **8. PAYMENT AND CHARGES**

**8.1** The charges for the Services are set out in the order pursuant to section 3.1.4. If, on arrival of the delivery driver pursuant to your Order, you elect to use more or less boxes than the number specified in your Order, the charges will be amended accordingly and a receipt confirming the same will be sent to you within a reasonable period following such delivery.

**8.2** Your use of the Services is on a rolling monthly basis, with charges for the Services payable by credit card in advance as follows: 8.2.1 charges for the first month's storage will be payable at the earlier of:

a. the date on which your Storage Bins and Bulky Items, having been collected pursuant to an Order, are received by our driver; or

b. if such Storage Bins and Bulky Items are not received by our driver within two weeks of an Order, the date two weeks after the date on which such Storage Bins were delivered to you, such date being the "Initial Payment Date".

**8.2.2** charges for subsequent months' storage will be payable monthly in advance following the Initial Payment Date; and

**8.2.3** charges for storage for the month in which we return the Items to you will be payable in full when you submit a Return Request.

**8.3** All charges are inclusive of Tax. If the rate of Tax changes, we may adjust the Tax you pay on the charges, such adjustment becoming effective as from the effective date of the change in the rate of Tax.

**8.4** We may review and amend our monthly charges from time to time, with such amended charges:

**8.4.1** taking effect immediately in respect of new Orders; and

**8.4.2** being notified to you by email to the email address specified in your Customer Account at least 14 days prior to your following monthly bill in respect of existing Orders, and taking effect from that monthly bill. If you do not agree to any amended charges you may terminate this Agreement within such 14 day period.



**8.5** In addition to the monthly charges specified in section 8.1, we may charge reasonable additional charges if any of the events set out in Annex A to this Agreement take place. The applicable additional charges in respect of these events are also detailed in Annex A to this Agreement.

**8.6** You shall pay all amounts due under the Order in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counter-claim against us in order to justify withholding payment of any such amount in whole or in part. We may, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

## **9. FAILURE TO PAY THE CHARGES**

**9.1** Each Province in Canada, except for Quebec, regulates the storage of Items. Below is a list of the various legislation in Canada that governs warehousing, including storage, liens, and receipts:

- a. Warehouse Receipt Act (British Columbia); b. Warehouse Lien Act (British Columbia);
- c. WarehouseReceiptsAct(Alberta);
- d. Warehousemen's Lien Act (Alberta);
- e. Warehousemen's Lien Act (Saskatchewan); f. The Warehousemen's Liens Act (Manitoba);
- g. The Warehouse Receipts Act (Manitoba);
- h. RepairandStorageLiensAct(Ontario);
- h. RepairandStorageLiensAct(Ontario); i. Warehouse Receipts Act (Ontario);
- j. Warehouse Keepers Lien Act (Yukon);
- k. Warehouse Receipts Act (Yukon);
- l. Warehouse Keepers Lien Act (Northwest Territories);
- m. WarehouseKeepersLiensAct(Nunavut);
- n. WarehouseReceiptsAct(Newfoundland);
- o. Warehouse's Lien Act (Newfoundland);
- p. Warehousemen's Lien Act (Prince Edward Island); q. Storer's Lien Act (New Brunswick);
- r. Warehouse Receipts Act (New Brunswick);
- s. Storage Warehouse Keepers Act (Nova Scotia);
- t. Warehouse Receipts Act (Nova Scotia); and u. Warehousemen'sLienAct(NovaScotia).

**9.2** In the event that you do not promptly pay all sums (including interest) owing from you to us when payable ("Debt"), the above-mentioned legislation generally provides us with the right to exercise a lien over the Items for the Debt until payment of the Debt in full has been received by us (the "Lien"). The Lien will begin as soon as payment is overdue.

**9.2** After we exercise the Lien:

**9.2.1** you shall pay us fees and charges at the same rates as under these Terms and, if the Agreement has been terminated, the relevant rate at which such fees and charges will be payable by you shall be the rate which was payable immediately prior to termination; and

**9.2.2** in default of the prompt payment of the Debt, you authorize us:

**9.2.2.1** to access the Storage Bins and inspect the Items; and

**9.2.2.2** to hold onto and/or ultimately dispose of some or all of the Items in accordance with section 9.3;

**9.3** In the event that the Debt is not paid in 45 day after its due date, we shall be afforded with the general right, in accordance with the applicable legislation, to do the following:

**9.3.1** sell the Items and transfer all ownership to the Items to the purchaser of the Items in accordance with applicable legislation;

**9.3.1.1** before we sell the Items, we shall give you notice in writing (provided in accordance with section 19) of, among other things, the amount of the Debt at the date of the notice;

**9.3.1.2** we may use the proceeds of sale to pay the costs incurred by us in selling the Items, paying the Debt, paying other lien claimants, paying each claimant with a perfected security interest in the Items, and to hold any balance for you (with no interest accruing to you on the balance), such balance (if any) to be returned you following the sale of the Items;

**9.3.1.3** if the proceeds of sale are insufficient to discharge all or any part of the costs of sale incurred by us and the Debt, you must pay any balance outstanding to us within seven (7) days of a written demand from us, which shall set out the balance remaining due to us after the net proceeds of sale have been credited to you. Interest will continue to accrue on the Debt until payment has been made;

**9.3.1.4** we may sell the Items by any method(s) reasonably available to achieve a selling price reasonably obtainable in the open market, taking into account the costs of sale; or

**9.3.2** retain the items in lieu of a sale in full and final satisfaction of the Debt;

**9.4** If the Items cannot reasonably and economically be sold as set forth in section 9.3 above (for any reason whatsoever) or they remain unsold despite our efforts for a period exceeding that required under applicable legislation, you authorize us to treat them as abandoned by you and to either retain the Items in full and final satisfaction of the Debt or gift them to a charity of our choice;

**9.5** You will pay our reasonable costs incurred in administering the Debt collection and sale process described in section 9.3. These costs will include (without limitation) auction costs, removal costs, cleaning costs and charges for our own time.

**9.6** Without limiting any of our other rights or remedies, if you fail to pay any of the charges due to us by you under this Agreement within 15 days of their due date for payment, such outstanding amounts shall incur interest at a rate equal to the Prime Rate of our bankers plus 3%, calculated from the date that payment became due up to and including the date that payment is made of both the outstanding amounts and any interest accrued thereon.

## **10. LIMITATION OF LIABILITY**

**10.1** You acknowledge that we are not aware of the value of the Items, and we recommend that you arrange insurance to cover the Items.

**10.2** You must inspect the Items following the return of the Items from our storage facility and, if you believe that the Items are lost or damaged in any way, you must promptly inform us about such loss or damage as soon as reasonably possible, and we reserve the right to inspect and take pictures of any alleged damage to any Items before you make an insurance claim in relation to such Items.

**10.3** We shall not be liable to you for any loss, mis-delivery of and/or damage to any Items as a result of:

- a. any seizure or forfeiture under legal process;
- b. any act, omission, misstatement or misrepresentation by you or your servants or agents;
- c. any inherent vulnerability to wastage in bulk or weight, defect or inherent defect, natural deterioration or fragility of the Items (even if marked "Fragile");
- d. insufficient or improper packing;
- e. insufficient labelling or addressing; or
- f. you not taking or accepting delivery within a reasonable time after the Order has been tendered.

**10.4** If you are a consumer:

**10.4.1** we only supply the Services to you for your domestic and private use and you agree not to use the Services for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity;

**10.4.2** if we fail to comply with the Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Agreement or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Agreement; and

**10.4.3** subject to section 10.7, our total liability in respect of the Items, the Services or any breach of this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, including loss or damage during collection, storage or return, shall not in any event exceed the lower of:

- a. the cost price of the lost or damaged Items; b. the current replacement cost of the Items; or c. C\$100.

**10.5 If you are a business:**

**10.5.1** subject to section 10.7, we will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for (i) any loss of profits, sales, business, or revenue; (ii) loss or corruption of data, information or software; (iii) loss of business opportunity; (iv) loss of anticipated savings; (v) loss of goodwill; or (vi) any indirect or consequential loss;

**10.5.2** subject to sections 10.5.1 and 10.7 our total liability to you in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the lower of: (i) C\$100; or (ii) 100% of the charges payable under the Order; and

**10.5.3** you shall indemnify us and keep us indemnified for any and all losses resulting from all claims, demands, liabilities, damages, costs and expenses incurred by us or by any of our contractors, carriers, agents, employees or affiliates which arise out of your use of the Services or your breach of this Agreement.

**10.6** In the event of a claim, we shall be entitled to require proof of the cost price and the current replacement cost of the Items. **10.7** Nothing in these Terms excludes or limits our liability for:

**10.7.1** death or personal injury caused by our negligence;

**10.7.2** fraud or fraudulent misrepresentation; or

**10.7.3** any other liability that cannot be excluded by law.

**10.8** Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement. In particular, we will not be responsible for ensuring that the Services are suitable for your purposes.

**10.9** This section 10 shall survive termination of the Agreement.

## **11. HOW WE USE YOUR PERSONAL INFORMATION**

**11.1** We only use your personal information in accordance with our Privacy Policy. Please take the time to read this, as it includes important terms which apply to you.

**11.2** We may use location-based services in order to perform the Services as efficiently as possible. Information that we collect from you through the use of these services shall be collected and stored in accordance with the terms of our Privacy Policy. By accepting these Terms you consent to our use of location-based services.

## **12. OUR RIGHT TO VARY THESE TERMS**

**12.1** We may revise these Terms from time to time.

**12.2** Every time you place an Enquiry, the Terms in force at that time will apply to any corresponding Order.

## **13. RIGHT TO CANCEL AND COMPLAINTS**

**13.1** You have the legal right to cancel this Agreement, and request a refund if you have already made a payment to us, within 14 working days of the date of the Order.

**13.2** If you wish to cancel in accordance with section 13.1 you must clearly inform us of your intention to cancel using the contact details at section 3.6.

**13.3** However, you will not receive a refund in respect of any proportion of the Services that have been performed prior to you informing us of your intention to cancel. In addition, you will not be refunded any delivery charges over and above our standard delivery.

**13.4** If you are entitled to a refund, we shall pay the refund to you within 14 days after the day on which we are informed about your decision to cancel your Order. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

**13.5** Whilst we believe that you will be very happy with the Services, if you are not satisfied with the Services please contact us immediately in order that we may address your concerns. In particular, please contact us within five days of any point of dissatisfaction.

**13.6** Our contact details are:

Email: [support@alluster.com](mailto:support@alluster.com)

Telephone: 1 800 330 1779

Office location: 170-422 Richards Street, Vancouver, British Columbia V6B 2Z4

## **14. OBLIGATIONS**

**14.1** You shall:

**14.1.1** ensure that the information you include in your Enquiry is complete and accurate; and

**14.1.2** ensure that you only purchase Services if you are at least 18 years old.

**14.2** We shall provide the Services with reasonable care and skill.

## **15. TERMINATION**

**15.1** You may terminate this Agreement at any time by requesting the return of your Items and paying any outstanding charges due to us. **15.2** We may terminate this Agreement with immediate effect by notice in writing to you if:

**15.2.1** you fail to pay any amount due under this Agreement, including any interest accrued, by the date due; or

**15.2.2** you are in breach of any term of this Agreement.

**15.3** We may terminate this Agreement for any reason by giving you not less than 30 days' written notice.

## **16. CONSEQUENCES OF TERMINATION**

**16.1** Upon termination of this Agreement for any reason:

**16.1.1** you must contact us (<https://www.alluster.com/contact>) promptly to arrange for return of the Items. If within 30 days following termination of this Agreement for any reason you fail to arrange for return of the Items, then we may dispose of the Items in accordance with the provisions of section 9.3;

**16.1.2** you shall immediately pay to us all of our outstanding unpaid invoices and interest;

**16.1.3** the accrued rights, remedies, obligations and liabilities of each party as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry; and claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry; and 16.1.4 sections which expressly or by implication have effect after termination shall continue in full force and effect.

## **17. CONFIDENTIALITY**

**17.1** Each party shall keep in strict confidence all information which is of a confidential nature and which has been disclosed by one party to the other party. This section 17 shall survive termination of this Agreement.

## **18. EVENT OF FORCE MAJEURE**

**18.1** We will not be liable or responsible for any failure to perform, or delay in performance of, the Services that is caused by an Event of Force Majeure. An Event of Force Majeure is defined below.

**18.2** An “Event of Force Majeure” means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, snow, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks, impossibility of the use of motor transport or other means of public or private transport, road traffic accidents, road closures or mechanical failure.

**18.3** If an Event of Force Majeure takes place that affects the performance of the Services:

**18.3.1** we will contact you as soon as reasonably possible to notify you;

**18.3.2** we shall not be liable to you as a result of any delay or failure to perform the Services as a result of an Event of Force Majeure; and 18.3.3 we shall use reasonable endeavours to minimize any disruption to the Services.

## **19. NOTICES**

## **19.1 Notices to you**

**19.1.1** Any notice given by us to you under this Agreement must be in writing and may be served by email, by personal delivery to the person notified or its address, or by prepaid post.

**19.1.2** Your address for service of notices shall be your e-mail and/or postal address specified in your Customer Account or any other address in Canada which you have previously notified to us in writing.

## **19.2 Notices to us**

**19.2.1** Any notice given by you to us must be in writing and maybe served by personal delivery, by prepaid post or by e-mail at support@alluster.com.

**19.2.2** Our address for service of notices shall be our address set out in these Terms.

**19.3** A notice will be served at the time of personal delivery or 48 hours after it has been placed in the post, or at the time the e-mail was sent by the sender, provided that the sender of the email does not receive an e-mail message stating that the email message has not been received by the intended recipient.

**19.4** You will inform us in writing of any changes to your billing details, contact details, alternative contact details, authorized persons, insurance details or access details stated in your Customer Account.

## **20. ASSIGNMENT AND SUB-CONTRACTING**

**20.1** We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of our obligations under this Agreement to any third party or agent.

**20.2** You shall not, without our prior written consent, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement.

## **21. OTHER IMPORTANT TERMS**

**21.1** All intellectual property rights in or arising out of or in connection with the Services shall, as between you and us, be owned by us.

**21.2** "Alluster" is a trade mark of Alluster Inc.

**21.3** These Terms are only available in the English language.

**21.4** If any of these Terms conflict with any terms of an Order, the Order will take priority.

**21.5** This Agreement is between you and us. No other person shall have any rights to enforce any of its terms.

**21.6** Each of the sections of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining sections will remain in full force and effect.

**21.7** If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

**21.8** If you are a consumer, you have legal rights in relation to Services not carried out with reasonable care and skill.

**21.9** If you are a consumer, please note that the Agreement is governed by Canadian law. This means an Agreement for the purchase of Services and any dispute or claim arising out of or in connection with it will be governed by Canadian law. You and we both agree that the courts of Canada will have nonexclusive jurisdiction in connection with any such dispute or claim.

**21.10** If you are a business, the Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the applicable Province in Canada and the federal laws of Canada. You and we both irrevocably agree that the courts of the Province in which you reside shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

#### **ANNEX A - ADDITIONAL CHARGES**

In addition to the monthly charges specified in section 8.1 above, we may charge the following reasonable additional charges, if any event listed in this Annex A occurs.

The events listed in this Annex A are non-exhaustive, and other additional charges may be payable where notified to you in an Order. See our site for further information.

#### **Event**

Additional Charge (CAD \$)

See the FAQ section of our site at <https://alluster.com/faq> for further details

Delivery change, cancellation under 2 hours or drivers wait longer than 22 minutes - \$28

Extra time to pack and driver need to come back - \$28

Extra time to un pack and driver need to come back - \$28

Out of area delivery (area not covered in our site agreed to by us) - \$28

Overweight items - At drivers discretion

Lost or Damaged boxes -\$28/box

Missed Appointment - \$28

Failed payment After 3rd attempt (Third attempt is 7 days after first attempt. One late charge per month late) (\$50)