

## **Terms & Conditions**

### **The Kids' Table (TKT Catering Inc., Canada)**

This page (together with the documents referred to herein) tells you the terms and conditions upon which we, The Kids Table, (TKT Catering Inc.), a Canadian company, will supply to you the products (Products) listed on our website [www.thekidstable.ca](http://www.thekidstable.ca) (our Site) or on our web applications, mobile applications or via applications on other platforms or devices. These terms and conditions are applicable to persons who access our Site or purchase our Products on the internet or via any web application, mobile application or other platform or device. Please read these terms and conditions carefully before ordering any Products from us.

You should also carefully review our Privacy Policy below before placing an order for products or services through this Site. You should print a copy of these terms and conditions for future reference. Please tick the checkbox in the shopping cart to accept these terms and conditions. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products or Services from us.

#### **1. INFORMATION ABOUT US**

1.1 In these terms and conditions, the words “we”, “us”, “our” and similar expressions refer to TKT Catering Inc., a Canadian company, 755 The Queensway East, Unit 11, Mississauga ON L4Y4C5

#### **2. SERVICE AVAILABILITY**

2.1 Our Site, web applications and mobile applications are intended for use only by people residing in selected parts of Ontario. We do not accept orders from individuals outside the Serviced Territory (as identified on the Site).

#### **3. YOUR STATUS**

By placing an order through our Site, web applications or mobile applications, as applicable, you warrant that:

3.1 You are legally capable of entering into binding contracts;

3.2 You are at least 18 years old;

3.3 You are resident in or require delivery within the Serviced Territory; and

3.4 By accessing our Site, web applications or mobile applications, as applicable, you agree that the law of the Serviced Territory shall apply to your purchase and to the Products.

#### **4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

4.1 After placing an order through our standard order form on our Site, web applications or mobile applications, as applicable, you will receive an e-mail from us acknowledging that we have received your order (Acknowledgement). MOE I ASSUME THIS IS PART OF THE PROCESS. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy

Products subject to these terms and conditions. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that your order has been accepted (Confirmation). We may choose not to accept any orders in our sole discretion. The contract between us (Contract) will only be formed when we send you the Confirmation. Note that the Acknowledgement and the Confirmation may be contained in the same email.

4.2 The Contract will relate only to those Products whose dispatch we have confirmed in the Confirmation. We will not be obliged to supply any other Products that may have been part of your order until the dispatch of such Products has been confirmed in a separate Confirmation.

## **5. VOUCHERS AND GIFT CARDS**

5.1 We may offer gift cards, discount promotions and other types of vouchers (each, a Voucher) which require to be activated by online application in order for the holder of the Voucher (Holder) to receive delivery of Products through a Service. If paid for, the Voucher is deemed to have been sold at the time of payment for it. All of these terms and conditions shall become applicable to the contract between us and the Holder upon the earlier of (a) payment for the Voucher, if applicable; and (b) when the Holder redeems the Voucher by applying for a Service to commence. A Voucher may be subject to additional terms and conditions that appear on or are referred to on the Voucher and all such terms and conditions shall form part of the Contract to which the Voucher applies.

5.2 A Voucher may only be used once by its Holder and may not be copied, reproduced, distributed or published either directly or indirectly in any form or stored in a data retrieval system without our prior written approval.

5.3 We reserve the right to withdraw or deactivate any Voucher (other than a paid-up gift card) for any reason at any time.

5.4 Vouchers may only be redeemed through our Site, web applications or mobile applications and not through any other website or method of communication. To use your Voucher you will be required to enter its unique code at the online checkout and use of such code will be deemed to confirm your agreement to these terms and conditions and any special conditions attached to the Voucher.

5.5 Any discounts attached to Vouchers apply to the price of the Products ordered only and not to delivery charges, if any, which will be chargeable at normal rates, unless stated otherwise. Discounts do not apply to any separate add-on charges or premium charges made through your account.

## **6. CONSUMER RIGHTS**

6.1 If you are contracting as a consumer you may deactivate your Contract at any time before Wednesday at 11:59PM ET to be applicable to the next Sunday delivery and thereafter. Refunds shall be paid or payable in accordance with our refunds policy (set out in clause 10 below).

6.2 To deactivate a Contract in accordance with our cancellation terms, email [info@thekidstable.ca](mailto:info@thekidstable.ca) stating that you wish to terminate your Contract, the effective date of termination and your full name and registered email address

## **7. RISK AND TITLE**

7.1 The Products are sold “FOB Destination, Freight Prepaid and Added”, at your specified delivery address.

7.2 Transfer of title and risk occurs when the Products arrive and are delivered at your specified delivery address.

7.3 The Products will be at your risk from the time of delivery at your specified delivery address.

7.4 To maintain the integrity of Products after delivery, we strongly recommend that you immediately refrigerate or freeze perishable items.

## **8. PRICE AND PAYMENT**

8.1 The price of the Products and our delivery charges, if any, will be as quoted on our Site, web applications or mobile applications from time to time, except in cases of obvious error. We are not responsible for pricing, typographical or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

8.2 Product prices and delivery charges are exclusive of applicable sales taxes and Harmonized Sales Tax.

9.3 Product prices and delivery charges, if any, are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Confirmation.

8.4 Payment for all Products and Services must be by credit card or PayPal. We accept payment with American Express, Visa, Mastercard, and via PayPal. We reserve the right to change the payment methods we accept at any time. We will not charge your credit card or PayPal account for a weekly delivery until after the deactivation deadline for such weekly delivery.

8.5 You covenant, represent and warrant that (i) the payment information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card or PayPal account for your purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

## **9 OUR DELIVERY BAG POLICY**

We use returnable/reusable cooler delivery bags. We thoroughly clean and sanitize all cooler bags and ice packs before putting back into rotation. If bags become damaged or are unreturned, they are replaced with new ones. In order to support this environmental initiative, we charge a Delivery Bag Replacement/Cleaning Fee of \$1.00 per order.

## **10. OUR REFUNDS POLICY**

10.1 If you refuse a Product from us:

10.1.1 Because you have deactivated the Contract between us within the applicable notice period (see clause 6.1 above), we will process the refund due to you as soon as practicable and, in any case, within 30 days of the day you gave notice of deactivation. In this case, we will refund the price of the Product in full, and any applicable delivery charges.

10.1.2 For any other reason (for instance, because you have notified us in accordance with clause 21 that you do not agree to a change in these terms and conditions or in any of our policies, or because you consider that the Product is defective), we will notify you of your refund, if any, via phone or e-mail within a reasonable period of time. We will usually process the refund due to you as soon as practicable and, in any case, within 30 days of the day we confirmed to you via phone or e-mail that you were entitled to a refund. If all or part of a Product (Defective Item) is defective, we will credit you an amount equivalent to the value of the Defective Item towards a future purchase, including any applicable delivery charges and any reasonable costs you incur in refusing the Defective Item.

10.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

## **11. LIMITED WARRANTY AND DISCLAIMER**

We warrant to you that any Product purchased from us through our Site, web applications or mobile applications will, on delivery, conform with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied.

Our responsibility for defective Products is limited to replacement, refund for credit or refund, at our option. Our responsibility for defective Services is limited to re-performance, refund for credit or refund, at our option.

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY, AND WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. OUR LIABILITY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT OR SERVICE THAT YOU HAVE PURCHASED FROM US, NOR WILL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

## **12. OUR LIABILITY**

12.1 If we fail to comply with these terms and conditions we shall only be liable to you for, at most, the purchase price of Products that are the subject of our breach.

12.2 Nothing in this agreement excludes or limits our liability for any matter for which it would be illegal for us to exclude or attempt to exclude our liability.

12.3 You agree to defend, indemnify and hold harmless us, our affiliates and licensors and their respective affiliates, and each of our and their directors, officers, agents, contractors, partners, representatives and employees, from and against any loss, liability, threatened or actual claim, demand, damages, costs and expenses, including reasonable legal fees, arising out of or in

connection with your breach of these terms and conditions or your violation of any law or the rights of any third party with respect to the Site, our web and mobile applications, the Products or the Services. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and you shall cooperate as fully as reasonably required by us.

### **13. WRITTEN COMMUNICATIONS**

By submitting your email to us you are indicating an interest in The Kids Table and you thereby consent to receive email marketing communications from us and our marketing partners. Applicable laws require that some of the information or communications we send to you should be in writing. When using our Site, web applications or mobile applications you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website or via our web applications or mobile applications in our sole discretion. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This provision does not affect your statutory rights.

### **14. NOTICES**

All notices given by you to us must be given to TKT Catering Inc. at [info@thekidstable.ca](mailto:info@thekidstable.ca). We may give notice to you at either the e-mail or by mail to the delivery address you provide to us when placing an order, or in any of the ways specified in clause 13 above. Notice will be deemed received and properly served immediately when posted on our Site, 24 hours after an e-mail is sent, or on the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

### **15. TRANSFER OF RIGHTS AND OBLIGATIONS**

15.1 The contract between you and us is binding on you and us and on our respective successors and assignees. 15.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent. 15.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

15.4 These terms and conditions do not and are not intended to confer any rights or remedies upon any person other than you.

### **16. INTELLECTUAL PROPERTY RIGHTS**

16.1 We are the owner or the licensee of all intellectual property rights in our trademarks, our Site, web applications and mobile applications whether registered or unregistered, and in the material published on it. These works are protected by copyright laws and all such rights are reserved.

16.2 You may print off one copy, and may download extracts, of any pages from our Site, web

applications and mobile applications for your personal reference. You must not use any part of our copyright materials for commercial purposes without first obtaining a license to do so from us and our licensors.

16.3 If you post comments on or reviews of the Products or Services to any website, blog or social media network (Commentary) you must ensure that such Commentary represents your fairly-held opinions. By subscribing to the Services you irrevocably authorize us to quote from or repost your Commentary on our Site, web applications and mobile applications and in any advertising or social media outlets that we may create or contribute to.

## **17. EVENTS OUTSIDE OUR CONTROL**

17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

17.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

17.2.1 any Strike, lock-out or other industrial action;

17.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

17.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster;

17.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

17.2.5 impossibility of the use of public or private telecommunications networks; and

17.2.6 the acts, decrees, legislation, regulations or restrictions of any government.

17.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

17.4 Availability and Delivery. Your order will be fulfilled by the delivery date set out in the Confirmation or, if no delivery date is specified, then within 30 days of the date of the Confirmation, absent the occurrence of a Force Majeure Event. In the event of a Force Majeure Event, we are not liable for the cost of any compromised or failed deliveries; however, we reserve the right to refund you for all or part of any such compromised or failed deliveries as we see fit.

## **18. WAIVER**

18.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

18.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

18.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 13 above.

## **19. SEVERABILITY**

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **20. ENTIRE AGREEMENT**

20.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter hereof and of any Contract.

20.2 We each acknowledge that, in entering into a Contract, neither of us relies on any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

20.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

20.4 Nothing in this section 20 limits or excludes any liability for fraud.

## **21. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

21.1 We have the right to revise and amend these terms and conditions from time to time for any reason including to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities. 21.2 You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Confirmation (in which case we have

the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

## **22. LAW AND JURISDICTION**

Contracts for the purchase of Products from us and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by Ontario law and the federal laws of Canada applicable therein. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of Ontario. You expressly agree: (i) to submit to the exclusive personal jurisdiction of the courts of Ontario; and (ii) that the Products and the Services shall be deemed passive and shall not give rise to personal jurisdiction over TKT Catering Inc., either specific or general, in jurisdictions other than Ontario.

## **THE KIDS' TABLE PRIVACY POLICY**

**We respect your privacy. Our website does not require registration. We will never share your email or personal information with anyone except as necessary to fulfil your orders, deliver Products in accordance with your instructions or as otherwise provided herein.**

We do not store credit card information on our website. We store only a unique customer identification code. We use Stripe, a payment services infrastructure provider that has in place stringent security measures. Stripe has been certified to PCI Service Provider Level 1. It maintains high standards of administrative, technical and physical procedures to protect credit card data and personal information from both unauthorized access and accidental loss or modification.

If you are not a customer, you can choose to stop hearing from us at any time by unsubscribing. And no matter who you are or what your previous relationship with us has been, you may have us delete your personal information from our online system any time by contacting us at [info@thekidstable.ca](mailto:info@thekidstable.ca)

### **Information Collected**

We collect information that tells us something about who you are, such as your name, phone number, email address, mailing address and service request details, in order to better service you. If you visit our site to read or download information, we collect and store only the following non-personally identifying information about you: the name of the domain from which you access the Internet (for example madeupcompany.com if you are connecting from Made Up Company's domain); the date and time you access our site; which pages you visit; and the Internet address of the web site from which you may have linked directly to our site. If you choose to contact us to inquire further about our services, we will ask you to provide us with personally identifiable information. We want to be very clear: we only obtain this kind of personally-identifying information when you choose to provide it.

### **What company is collecting your information?**

We are TKT Catering Inc., a catering and meal preparation service.

What choices are available to you regarding collection, use and distribution of your information?

Now, or at any time in the future, you can correct or update information about you, through our online ordering system. You can also tell us not to send you any messages or solicitations at all if you are not a customer.

What kind of security procedures are in place to protect against the loss, misuse or alteration of your information?

We store your personally identifiable information on secure servers. We also use other “anti-hacking” and other security measures. We use Stripe, a payment services infrastructure provider that has been certified to PCI Service Provider Level 1. Stripe maintains high standards of commercially reasonable administrative, technical and physical procedures to protect all the Card Data and personal information from unauthorized access and accidental loss or modification.

How You Can Access, Update or Delete Your Information

To update your personal information, please use our online ordering system. To delete your personal information and/or opt out of further communication, please contact us at [info@thekidstable.ca](mailto:info@thekidstable.ca)

### **How “Cookies” Are Used**

Our website uses “cookie” data to provide better services. They remind us who you are and how you like to use our web site, based on what you’ve done and told us before. The cookie is placed in your computer and is read when you come back to our web site. They let us track your and others’ usage so we know which parts of our sites are most popular. You can reject cookies or delete them. Google Analytics is used to analyze traffic to this web site. For more details about Google’s privacy practices, please see Google’s privacy center. If you would like your browser to reject cookies, you can instruct your browser to do so, although some site features may become unavailable to you.

**Contact Us:** [info@thekidstable.ca](mailto:info@thekidstable.ca)