

Terms of Service

Welcome to FreshSpoke! FreshSpoke is a software platform, owned and operated by FreshSpoke Inc. We provide online ordering of food and other products for retail ('Household Account Holder') and wholesale sales ('Business Account Holder'), and make available a series of interactive tools across mobile platforms, including a website, mobile application, twitter account, facebook page and other social media networks. For the purpose of this document, the name "FreshSpoke" refers to the Terms of Use for all platforms. Therefore, by using any of one of our platforms, you are subject to the following conditions:

- Should you object to any term or condition of this agreement or any subsequent modifications thereto or become dissatisfied with FreshSpoke in any way, your only recourse is to immediately discontinue use of the website, mobile application and social media channel.
- FreshSpoke will not be held liable for any loss or damage for non-compliance by you with the Terms of Use as may be amended, restated, replaced or superseded from time to time.
- Please report any violation of the Terms of Use to our customer support team from our [Contact Us](#) page.
- You understand and agree that unless expressly stated, FreshSpoke in no way controls, verifies or endorses any of the information contained on the platform including member profiles, product listings, links, messages and posts, events, advertisements, ratings and reviews.

Privacy

To understand our privacy and security practices, please review our [Privacy Policy](#) as it also governs your visit on our website and associated applications.

Electronic Communications

FreshSpoke communicates with you electronically only when solicited to do so through your own consent or through your friends' social sharing on FreshSpoke and other websites such as Facebook, Twitter, Google and Pinterest. We will communicate with you by e-mail or by posting messages to these sites. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing and understand that at any time you can opt out of receiving such communications from FreshSpoke.

Copyright

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Cookies and How We Use Them

Cookies are unique identifiers that we transfer to your device to enable our systems to recognise your device and to provide features such as remembering your preferences, storage of items in your shopping basket between visits as well as trying to ensure that the offers you see online are more relevant to you.

We also use cookies for additional purposes, including:

- Identifying you when you sign-in to our site. This allows us to provide you with product recommendations, display personalised content, recognise your local Farmdrop, among other customised features and services we provide.
- Delivering content relevant to your interests on the FreshSpoke website.
- Improve security.
- Keeping track of your specified preferences. You may generally exercise your preferences through your Account.
- Keeping track of items stored in your shopping basket.
- Allows us to measure and analyze the performance of our services.

Cookies allow you to take advantage of some of FreshSpoke.com's essential features. For instance, if you block or otherwise reject our cookies, you will not be able to add items to your shopping basket, proceed to checkout, or use any of the Company's services that require you to log into to your FreshSpoke Account.

You can manage browser cookies through your browser settings. Use the 'Help' feature on most browsers if you wish to prevent your browser from accepting new cookies, notify you when you receive a new cookie, block cookies, and notify you when cookies will expire. If you block all cookies on your browser, neither we nor third parties will transfer cookies to your browser. Just know that you will have to manually adjust some preferences every time you visit FreshSpoke.com and some features and services will not work for you.

Your Conduct on FreshSpoke

If you use this site, you are responsible for maintaining the confidentiality of your account, password and also for restricting access to your computer. At the same time, agreeing to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use our website only with involvement of a parent or guardian.

FreshSpoke and its associates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

FreshSpoke expects its members to conduct themselves in a manner appropriate to a public website, without exception. It is the responsibility of every member to adhere to the code of conduct outlined below:

- Visitors may post reviews, comments, and other content. They may also submit suggestions, ideas, comments, questions, or other information, providing the content is

not illegal, obscene, threatening, defamatory, invasive of privacy, infringing on intellectual property rights, or otherwise injurious to third parties, or objectionable.

- Content contributed by members must not consist of or contain, software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam."

- You grant FreshSpoke sole discretion to remove or delete any postings, information, materials or other content that violates our Terms of Use.

- You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content.

- You must not engage in reverse engineering, decompile or disassemble any of the software used in the development and delivery of content, through FreshSpoke.

- You must not interfere with or disrupt FreshSpoke or any of our servers or networks connected to our platforms.

- You must never obtain, store, remove or modify the personal information about other users.

- You must not use automated programs such as spiders, robots, crawlers, data mining tools, operate scripts that scrape data from FreshSpoke, or the like, to 'meta-search' or download data from FreshSpoke for any purpose including competitive or commercial purposes. FreshSpoke will block all programs that do not comply with these restrictions.

- You may never harvest site content from FreshSpoke and display/reformat this content in a way for commercial use or in a way that competes with FreshSpoke.

FreshSpoke reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content. If you do post content or submit material, unless we indicate otherwise, you grant FreshSpoke and its associates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant FreshSpoke and its associates and sublicensees the right to use the name that you submit in connection with such content, if they choose.

You represent and warrant that you own or otherwise control all of the rights to the content that you post: that the content is accurate, that use of the content you supply does not violate this policy and will not cause injury to any person or entity. That you will indemnify FreshSpoke or its associates for all claims resulting from content you supply. FreshSpoke has the right but not the obligation to monitor and edit or remove any activity or content. FreshSpoke takes no responsibility and assumes no liability for any content posted by you or any third party. FreshSpoke reserves the right to investigate and prosecute violations of any of the above to the fullest extent of the law.

Indemnity

You agree to defend and indemnify FreshSpoke and its affiliates and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including but not limited to reasonable legal and accounting fees, brought by third parties as a result any violation of our Terms of Use. This includes any content you post to FreshSpoke, your use of FreshSpoke's tools, products and information; or any violation of a third party's rights.

- your breach of this Agreement or the documents referenced herein;
- your violation of any law or the rights of a third party; or
- your use of this Website.

Disclaimer of Warranties and Limitation of Liability

This site is provided by FreshSpoke on an "as is" and "as available" basis. FreshSpoke makes no representations or warranties of any kind, express or implied, as to the operation of this site or the information, content, materials, or products included on this site. You expressly agree that your use of this site is at your sole risk. to the full extent permissible by applicable law, FreshSpoke disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. FreshSpoke does not warrant that this site, its servers, or e-mail sent from FreshSpoke are free of viruses or other harmful components. FreshSpoke will not be liable for any damages of any kind arising from the use of this site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

Applicable Law

By visiting FreshSpoke, you agree that the laws of the province of Ontario, Canada, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and FreshSpoke or its associates. Disputes This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein except that, to the extent you have in any manner violated or threatened to violate FreshSpoke's intellectual property rights, FreshSpoke may seek injunctive or other appropriate relief in any province, state or federal court in the province of Ontario, Canada and you consent to exclusive jurisdiction and venue in such courts. The parties have required that this Agreement and all documents relating hereto be drawn up in English.

FreshSpoke Policies, Modifications and Severability

Please review our Privacy Policy (posted on this site) as well as the policies of all our platform providers (i.e. Facebook, iPhone). These policies also govern your visit to FreshSpoke. We reserve the right to make changes to our site, policies, and these Terms of Use at any time. If any of these terms shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

Creating a FreshSpoke Account

To order using FreshSpoke's web or mobile app, you must register a Buyer Account ("Account") FreshSpoke offers two account types: 1) Home Account Holder; and Business Account Holder.

1. **Home Account Holder** must provide your name, current address, phone number and a valid email address. To enable electronic payments, you must also provide your credit card information. Home Account Holders are authorized upon verification of the email address.

2. **Business Account Holder** must provide a Registered Business Name, current business address, contact name, phone number valid email address and a link to an active online channel to verify the business is in operation. Business Account Holders are authorized to view pricing and shop at wholesale pricing upon verification that the business is authentic and operating. Wholesale pricing is only available to authorized Business Account Holders. FreshSpoke reserves all rights to reject or cancel an existing Account, without notice. FreshSpoke will use the email address you provide as the primary method for communication. It is your responsibility to ensure that the email address associated with your Account is fully functional. FreshSpoke is not responsible for interruptions in receipt of email communication from FreshSpoke to the provided email address. You may not use FreshSpoke for any illegal or unauthorized purpose. You must not violate any laws in your jurisdiction in your usage of the FreshSpoke service. You are solely responsible for maintaining the security of your Account and password. You must notify us of any security breach as soon as possible. FreshSpoke is not liable for any loss or damages if you fail to comply with this security obligation.

A breach or violation of any term in the Terms of Service, will result in the immediate termination of services.

Purchasing Products on FreshSpoke

When you purchase products wholesale through any of FreshSpoke's sale channels, you are entering a legal contract between you and FreshSpoke.

Each order you place shall be deemed to be an offer by you to purchase products from the respective supplier(s), subject to the Terms of Use and the applicable product details. An email confirmation will signify acceptance of your order and a legally binding contract will be formed between you and FreshSpoke.

FreshSpoke and our Suppliers will do all we can to ensure that your order is fulfilled as requested. However, some products are subject to availability, weather conditions and seasonal changes so there may be occasions where products are unavailable or may be substituted. If ordered items are not delivered, you will not be charged for it. We will, however, bear no liability if products are unavailable.

Buyers may place orders directly on FreshSpoke using the ordering system built into FreshSpoke's web and mobile app. All orders, content or contracts are communicated in the English language. You have ongoing ability to review your 'shopping basket' and remove, add and change quantities.

Business Account Holders only: orders may also be placed on your behalf by a FreshSpoke sales associate or FreshSpoke supplier. A copy of your order will be sent to you by email. It is your responsibility to review the order and notify the supplier or associate of any changes within 48 hours of delivery (cut off time/date). In all circumstances, FreshSpoke's Terms of Service applies to all orders regardless of the order method chosen.

All orders must be made within the delivery cut off dates and times specified on FreshSpoke according to our posted zone (Business Account Holders) and ward (Home Account Holders) delivery schedule.

Your submission of an order amounts to an offer to enter a contract to buy the products from FreshSpoke and its Suppliers. Subject to the paragraph above, you cannot then withdraw or cancel your order except as stated above.

For more information on ordering please chat with us online or contact orderdesk@freshspoke.com.

Product Pricing

Product pricing is subject to change without notice.

Certain products may be subject to provincial and/or federal tax. FreshSpoke collects and submits applicable taxes collected in relation to orders placed by Home Account Holders. This is stated in the product description. FreshSpoke collects the tax on behalf of suppliers and it is their responsibility to submit these taxes as per federal law.

Suppliers set and manage wholesale pricing for Business Account Holders. FreshSpoke sets and manages pricing for Home Account Holders.

Price Adjustments

Products that are priced by weight may require a price adjustment based on final weight before a buyer's account is charged for that product. In this case, FreshSpoke applies an additional fee equal to the average fluctuation rate at the time of order, then updates the final price based on actual weight, before the order is processed. This ensures Account Holders are paying the precise amount by weight for the product received. This is common in meat and cheese products.

Payments

FreshSpoke accepts Visa, Mastercard and FreshSpoke Gift Cards and Vouchers & Vouchers as payment for all orders placed on FreshSpoke's web and mobile apps. We use Stripe, third party payment handlers to store financial information and process all payments made via FreshSpoke's web and mobile apps. Stripe and Stripe Connect is a secure way to accept credit card payments. Stripe meets and exceeds the most stringent industry standards for security. Stripe is also audited by a PCI-certified auditor, and is certified to PCI Service Provider Level 1, which is the highest level of certification available. *Business Account Holders Only:* Credit terms are available to Business Account Holders and subject to approval based on credit worthiness. Business Account Holders must have at least one order completed before being eligible to apply for credit terms. FreshSpoke reserves the right to set, reject and cancel credit privileges without notice.

Account Credits

An Account Holder may apply any/all accumulated credit to reduce the total charge after any applicable tax has been applied. Credits can be applied to regular priced products and may not be used in conjunction with other offers.

Delivery & Pick-up

Delivery and pick-up services are available in designated areas only. Account Holders should check delivery and curbside pick-up availability using your postal code on the FreshSpoke website or mobile app.

If delivery is available to your postcode, we will make delivery to the address provided by you at checkout.

There may be costs involved in home and business delivery. If your delivery is subject to a delivery charge, it will be shown to you as a separate charge on the delivery confirmation page before you confirm your order. Any delivery charge added to your order is determined by the value of your order, your delivery address and, in some cases, the weight and volume of your order.

We always aim to deliver your order within the specified delivery window, but we cannot accept liability if the delivery falls outside of this window or is not delivered. You are responsible for making suitable arrangements to receive your delivery and giving us appropriate instructions. Drivers are unable to wait. In the event that your delivery is stolen from your doorstep or damaged while there, we do not accept liability, and will offer compensation at our discretion. We reserve the right to refuse to accept orders from any customer; considerations of delivery problems may give rise to such a refusal. If we are unable to deliver to you, or have to deliver late, for reasons beyond our control, for example, adverse weather conditions, strike actions, vehicle breakdown, traffic congestion or supplier failure, we cannot accept liability for any inconvenience or loss that this causes. Account Holders may reserve a spot at a designated pick up location. There is no charge for pick-up service and no minimum order.

Account Holders should plan to attend their pick-up appointment on time. If you arrive early, please wait in a non-designated parking space until your pick-up window opens. The Account Holder must follow the instructions on the invoice and signage in order to retrieve your order.

Empty totes should be removed from your vehicle prior to loading.

For the safety of all our Account Holders and personnel during Covid 19, after your vehicle is prepared for loading, you must return to your vehicle to wait for your order to be placed in your trunk or directly adjacent to your vehicle. FreshSpoke staff may refuse curbside delivery if they deem the situation to be an unsafe situation for any reason.

Business Accounts Holder Only: FreshSpoke allocates a suitable amount of time to each delivery. In the event that a wait time occurs that exceeds 20 minutes, a wait time charge will be applied to the Business Account Holder's account.

In the event that no one is present to receive the product in person and no cancellation was received prior to the cut-off time, the buyer will be charged at the discretion of FreshSpoke for the order, plus a return to the warehouse and restocking fee.

Products must be inspected as soon as they are delivered. Account holders must notify us promptly if you find any defects, using the dispute form link provided in the order.

Pictures of the product must accompany the description. We will replace or credit you for defective products. While our liability is limited as described above, we will do everything we can to rectify the dispute, provided that the defect is identified immediately and supported by image evidence.

Pick & Pack

FreshSpoke uses numbered, returnable totes for residential delivery. It's our way of maintaining food quality and safety while reducing landfill waste. The totes and other returning packing material including insulated bags and ice packs are loaned to buyers and remain the property of FreshSpoke.

FreshSpoke applies a deposit fee for each tote used. The number of totes used is estimated at the time of purchase and may be adjusted based on dimensional volume, temperature and fragility of the products in your order. The total tote deposit displays on your order receipt on a separate line.

Empty totes and packing materials should be returned to a FreshSpoke location during regular business hours in the designated location, or left in the case of delivery, in a visible place on delivery days. Our driver or associate will collect and record the return which will show as a credit on your account. Totes are thoroughly washed and sterilized between each use.

Order Cancellations & Returns

We understand that stuff happens and you may find yourself needing to change plans. That's why FreshSpoke gives all Account Holders the ability to cancel an order without penalty provided it is done processed to the predetermined cut-off date/time by: 1)

logging into your account and selecting the cancel button associated with your order; or 2) referencing the cancelled order by number in an email to orderdesk@freshspoke.com from the email address associated with your account.

Perishable items and expired/near expired products may not be returned for any reason. For Business Account Holders it is recommended that near expired products be discounted.

Non-perishable items may be returned up to 14 days from the date of purchase at the Account Holder's expense. Please return the product(s) in original packaging along with a copy of your original receipt and include your name, business name (if applicable), address, signature and the date you are returning the order to FreshSpoke, 112 Commerce Park Drive, Unit A, Barrie Ontario Canada, L4N 8W8.

We will process your refund within 14 days of receipt of the returned products to the credit card used to make the purchase. You must take reasonable care of the goods while in your possession and they must be returned in a saleable condition before we can issue your refund.

Gift Cards & Conditions

The Gift Card Terms and Conditions apply to gift cards for use on the FreshSpoke website and mobile apps.

These Gift Card Terms and Conditions should be read in conjunction with any conditions of use as set out in FreshSpoke's marketing communications or material.

Unless otherwise specified in the Named Gift Card Terms:

1. gift cards cannot be used on existing and/or previously placed orders.
2. the gift card number must be presented at the time of purchase.
3. only one gift card can be redeemed per order.
4. gift cards can only be used for purchasing products from FreshSpoke.
5. gift cards cannot be returned, refunded or redeemed for cash.
6. gift cards are subject to availability.

FreshSpoke Inc. cannot accept responsibility for lost, stolen or damaged cards or any unauthorized use. Acceptance of a FreshSpoke gift card constitutes acceptance of these terms and conditions.

FreshSpoke reserves the right, in its sole discretion, to modify, suspend or remove gift cards should viruses, bugs, tampering, fraud or other causes beyond the reasonable control of FreshSpoke corrupt or hinder the administration, security or proper use of the gift card. Gift cards may be withdrawn or amended by FreshSpoke without notice once any capacity has been reached.

FreshSpoke reserves the right in its sole discretion to cancel any gift card which a) has resulted from any printing, production and/or distribution errors (including but not limited to any errors in any Individual Card Terms whether manifest or not); or b) where there have been errors in any aspect of the preparation of or distribution of materials for the gift cards whether by FreshSpoke or its affiliates.

If you place an order using a gift card and then return or cancel that order, the gift card value will be reinstated for the cardholder, unless inappropriate use has been deemed by FreshSpoke.

Promotional Codes & Conditions

The promotional code terms and conditions apply to promotional codes for use on the FreshSpoke website and mobile apps.

These Promotional Code Terms and Conditions should be read in conjunction with any conditions of use of the relevant promotion as set out in FreshSpoke's marketing communications or material. In the event of a conflict between the Promotional Code Terms and Conditions and the Named Promotion Terms, the Named Promotion Terms will prevail. Minimum spend, new customer status, and other restrictions may apply as conditions of use of the promotional code. See the applicable Named Promotion Terms for the specific restrictions that apply to a promotional code.

Any promotional code is only valid during the time range specified in the Named Promotion Terms. Where a date is not given, there is no guarantee on the date of expiration for the promotional code and FreshSpoke reserves the right to expire such promotional codes at its sole discretion.

1. Unless otherwise specified in the Named Promotion Terms:
2. promotional codes cannot be used on existing and/or previously placed orders;
3. only one promotional code can be redeemed per order; and
4. promotional codes cannot be used in conjunction with any other offer or promotion, including but not limited to Account Holder Credits and Vouchers and Vouchers.
5. Promotional codes cannot be used alongside Account Holder Credits unless otherwise specified in the terms of that promotion.
6. Promotional codes cannot be used to purchase FreshSpoke Gift Cards and Vouchers.
- 7.
8. Promotional codes have no cash alternative and they are not transferable or assignable.
9. Promotional codes are subject to availability.
10. Promotional codes may be withdrawn or amended by FreshSpoke without notice once any cap (as set out in the Named Promotion Terms) has been reached.

FreshSpoke reserves the right, in its sole discretion, to modify, suspend or remove promotional codes should viruses, bugs, tampering, fraud or other causes beyond the reasonable control of FreshSpoke corrupt or hinder the administration, security or proper use of the promotional code. Promotional codes may be withdrawn or amended by FreshSpoke without notice once any cap (as set out in the Named Promotion Terms) has been reached. FreshSpoke reserves the right in its sole discretion to cancel any promotional code: a) which has resulted from any printing, production and/or distribution errors (including but not limited to any errors in any Individual Promotional Terms whether manifest or not); or b) where there have been errors in any aspect of the

preparation of or distribution of materials for the promotional codes whether by FreshSpoke or its affiliates. If you place an order using a promotional code and then return or cancel that order, the promotional code cannot be refunded or re-used. If a user is creating multiple FreshSpoke accounts then FreshSpoke reserves the right to remove any promotions for which that user no longer qualifies. FreshSpoke reserves the right to disqualify an order if the terms are not met and the promotion code is deemed invalid.

Questions?

Questions regarding our Terms of Use, Privacy Policy, or other policy related material can be directed to the FreshSpoke Crew by clicking on the contact button on the top menu or using the "Get In Touch" form available on the right side of the screen.