



GrackleDocs Inc.
92 Caplan Avenue, Suite 508
Barrie, Ontario
L4N 9J2
Canada

GrackleDocs General Business Terms and Conditions

The general terms and conditions for cooperation and trade with GrackleDocs Inc. and use of its products and services are described below.

1. General

- 1.1. These General Business Terms and Conditions (the “Terms and Conditions”) are a legal agreement between GrackleDocs Inc. (the “Company”) which governs the relationship of the Company with you (the “Customer”) in respect of use of any Company products and services that either (i) the Customer has agreed to receive in an order form, statement of work, end user license agreement or other agreement with the Company (each a “Basic Agreement”), or (ii) as otherwise provided by the Company to the Customer (collectively the “Services”), and these Terms and Conditions may be incorporated by reference into other agreements between the parties hereto. In the event of a discrepancy or inconsistency between the Terms and Conditions and any other agreement between the parties, these Terms and Conditions shall prevail, unless otherwise expressly stated. 1.2 Changes and additions. Amendments to and additions to the Basic Agreement are only valid if the parties have agreed to them in writing.
- 1.2. E-mail is considered a written medium, which applies everywhere in these Terms and Conditions where writing is mentioned.

2. Services

- 2.1. Obligations of the Company. The Company will provide the Services in accordance with any order form, statement of work or other

agreement between the parties for the Services, or the functions of any website accessed by the Customer whereby the Services are provided, as applicable.

- 2.2. Customer's obligations. The Customer must provide all necessary and relevant material for the Company's performance of the Services and provide the Company with all the information necessary for the Services. The Company shall bear no liability or responsibility relating an inability to provide Services due to a lack of material required to be provided by the Customer.
- 2.3. Standards. It is the Company's responsibility that the Services meet the standards for document accessibility in force as set out in applicable laws and the [Company's accessibility statement](#) unless the parties have agreed otherwise in writing.

3. Price and Payment

- 3.1. Price. The Company will submit a written offer to the Customer for all orders for Services, excepting Services publicly available via access to the Company's website. All prices are exclusive of applicable taxes.
- 3.2. Urgent supplement. For Services tasks that must be carried out with less than 24 hours' notice, or tasks where the Customer wants the Company to reprioritize other Customer tasks, an urgency fee of +100% is added. Rush surcharges will appear in any price estimate/offer and any Basic





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Agreement.

- 3.3. Payment. The Customer must pay all invoices for services no later than 30 days from receipt of the invoice unless the parties have agreed otherwise in writing.

4. Late Payment

- 4.1. Interest. Any payment that is outstanding after the applicable payment date will be subject to late interest at the rate of 2% per month on the amount remaining due and payable.
- 4.2. Repeal. If the Customer fails to pay an overdue invoice for services no later than 14 days after receiving a written demand for payment from the Company, the Company has, in addition to its right to charge interest according to section 4.1 the right to: (i) cancel the sale of the Services to which the delay relates, (ii) cancel the sale of Services that have not yet been delivered to the Customer, or demand advance payment for Services, and (iii) exercise other any rights and remedies available to it under applicable laws.

5. Offers, orders and order confirmations

- 5.1. Offer. The Company's offer to provide Services is valid for 10 days from the date the offer is dated, unless otherwise stated in the offer. Acceptance of offers received by the Company after the expiry of the acceptance period is not binding on the Company, unless the Company informs the Customer otherwise.
- 5.2. Orders, the Customer must send orders for Services to the Company in writing.

- 5.3. Order confirmations. The Company aims to send confirmation or rejection of an order for Services on receipt of the order. The Company aims to provide confirmations and refusals of Services to the Customer in writing no later than 2 business days. All orders must be in writing to bind the Company.

- 5.4. Change of orders. The Customer cannot change a placed order for Services without the Company's written acceptance.

- 5.5. Inconsistent terms. If the Company's confirmation of an order for Services does not agree with the Customer's order or the relevant Basic Agreement, and the Customer does not wish to accept the inconsistent terms, the Customer must notify the Company in writing no later than 3 business days after receiving the order confirmation. Otherwise, the Customer is bound by the order confirmation.

6. Delivery

- 6.1. Delivery time. The Company will deliver Services no later than the time stated in the Company's order confirmation. The Company has the right to complete delivery before the agreed delivery time unless the parties have agreed otherwise.

- 6.2. Examination. The Customer must inspect all Services upon delivery. The Customer will be deemed to have accepted the Services as delivered unless it notifies the Company in writing within 2 business days of delivery. If the Company is not notified of any an error or defect that the Customer has discovered or should have discovered in writing within 2





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business days of delivery of the Services it cannot be relied upon as a reason for the Services not being accepted by the Customer later.

7. Delayed Delivery

- 7.1. Announcement. If the Company expects a delay in the delivery of Services, the Company will inform the Customer of this and at the same time provide the reason for the delay and the new expected delivery time. Repeal. If the Company fails to deliver Services no later than 2 days after the agreed delivery time for reasons for which the Customer is not responsible, the Customer may cancel the order or orders affected by the delay without notice by written notification to the Company. The Customer has no other rights in the event of late delivery.

8. Responsibility

- 8.1. Liability and limitation of liability. Each party is responsible for its own actions and omissions according to applicable law with the limitations that follow from the Basic Agreement. Additionally:

- 8.1.1. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES, CONDITIONS OR REPRESENTATIONS OF ANY KIND. THE COMPANY HEREBY WAIVES ANY ND ALL WARRANTIES WHETHER EXPRESS OR IMPLIED TO CUSTOMER OR ANY THIRD PARTY, CONCERNING THE SERVICES PROVIDED HEREUNDER AND UNDER ANY BASIC AGREEMENT, INCLUDING BUT NOT

LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

- 8.1.2. IN NO EVENT WILL COMPANY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO COMPANY PURSUANT TO THE BASIC AGREEMENT.

- 8.1.3. The Company cannot be held responsible for the content of the delivered Services. Once the Customer has approved the content for publication or other inclusion in the Services, the Company is not responsible for errors, defects and any unforeseen consequences of the use of the content or the Services. Responsibility for the further use of the content and Services incorporating such content rests solely with the Customer.

- 8.1.4. If a situation giving rise to liability can be attributed to defective Services from a third party, the Customer cannot obtain compensation from the Company.

- 8.1.5. The Company cannot be held responsible for storing source files, links and other products after the Services have been delivered, unless otherwise specifically





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agreed.

- 8.2. Force majeure. Regardless of any contrary terms in the Basic Agreement, the Company is not liable to the Customer for non-fulfillment of obligations attributable to force majeure. The freedom from liability remains as long as the force majeure persists. Circumstances that are beyond the Company's control and which the Company should not reasonably have foreseen when concluding the Basic Agreement are considered force majeure. Examples of force majeure include but are not limited to unusual natural conditions, war, terror, fire, flood, vandalism, strike, lockout, power failure, illness, epidemic, pandemic, acts of God, failing services, failing infrastructure, and failure of deliveries from third parties (including telecommunications and network suppliers).

9. Intellectual property rights

- 9.1. Ownership. The Company retains all rights, title and interest in and to the intellectual property rights in all Services and deliverables arising in connection with the Company's performance of Services, including patents, designs, trademarks, industrial designs, trade secrets and copyrights, and all other intellectual property rights, whether registered or unregistered in all jurisdictions in any part of the world.
- 9.2. License. The Company grants the Customer a non-exclusive, limited, revocable, royalty-free license during the term of the Basic Agreement to exploit all intellectual property rights that arise in connection with the

Company's performance of Services for the purpose of compliance with these Terms and Conditions and the relevant Basic Agreement.

- 9.3. Violation. The Company is not responsible for the infringement of third-party intellectual property rights by the Services provided, unless the infringement is intentional on the part of the Company and directly caused by the Company. Should the Company be faced with a claim that the provided Services infringe the intellectual property rights of third parties, the Customer hereby indemnifies and holds harmless the Company, unless such claimed intellectual property infringement is intentionally and directly caused by the Company.

10. Confidentiality

- 10.1. Confidential Information. In these Terms and Conditions, "Confidential Information" means all information and material disclosed or made available to by one party (the "Disclosing Party" to the other party (the "Receiving Party") that is marked as confidential, provided under circumstances reasonably indicating it is confidential, or is otherwise identified as confidential at the time of disclosure. Confidential Information does not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential



Information of the Disclosing Party, as demonstrated by written or other documentary records; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

- 10.2. **Obligations.** The Receiving Party agrees (a) not to use, or permit the use of, the Disclosing Party's Confidential Information other than as strictly necessary to exercise its rights and perform its obligations under the Basic Agreement; (b) to maintain the Disclosing Party's Confidential Information in strict confidence and safeguard it to the same degree of care as it does its own Confidential Information, but in any event, no less than a reasonable degree of care; and (c) not disclose the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except to employees, contractors or other representatives (collectively "Representatives") who have a "need to know" for the purposes of performing the Receiving Party's obligations or exercising its rights under the Basic Agreement or these Terms and Conditions, as long as such Representatives have been apprised of this restriction, are bound by written non-disclosure agreements at least as restrictive as those set out in this Section. The Receiving Party is responsible for ensuring its Representatives are in compliance with this Section and shall be liable for any breach of this Section by its Representatives.
- 10.3. **Return of Confidential Information.** Upon expiration or termination of the Basic Agreement, each party shall: (i) return to the other party all

documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information; and (iii) certify in writing to the other party that it has complied with the requirements of this Section.

- 10.4. **Duration.** The rights and obligations of the parties under this Section 10 will survive expiration or termination of these Terms and Conditions and of the Basic Agreement, regardless of the reason for the termination.

11. Protection of personal data

- 11.1. The Company shall handle personal information in material compliance with applicable regulations and shall utilize personal information in accordance with the Company's privacy policy available at <https://www.grackledocs.com/data-privacy-policy/policy>, which is subject to amendment by the Company from time to time.

12. Applicable law, mediation clause and venue

- 12.1. **Current law.** The cooperation of the parties and these Terms and Conditions are in all respects subject to the laws of the Province of Ontario, Canada and the federal laws applicable therein, without giving effect to any choice or conflict of law provision or rule.
- 12.2. **Mediation Clause.** The parties undertake to resolve disputes by negotiating a solution with the help of an impartial mediator appointed via the Arbitration and Mediation Institute of Canada.
- 12.3. **Venue.** If an amicable solution cannot be found within a reasonable time; but in any case





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no longer a maximum of 6 weeks,
any action or claim arising out of
or related to these Terms and
Conditions shall be brought in the

courts of Toronto, Ontario and
each party irrevocably submits to
the non-exclusive jurisdiction of
such courts in any such action.

