

TERMS OF USE

1. Contractual Relationship. Steer Valet Inc., ("Steer Valet", "Company", "We", "Us", "Our") has the capability and capacity to provide certain holistic vehicle pick-up, drop-off, maintenance, repair, cosmetic enhancement, customization or related services (the "Services") through the use and access of Our website www.steervalet.com ("Website"), which shall be governed by these terms and conditions ("Terms"). The Website and its applications are together referred to as the "Platform"; and the customer, ("Customer", "User", "You", "Your"), and (together Steer Valet with the Customer, the "Parties", and each individually a "Party"). By access and use of Steer Valet's Platform, the User desires to retain Steer Valet to provide the said Services under the Terms thus forming a contractual relationship ("Contractual Relationship") between the Parties. If the User does not agree to all of the Terms, the User is not permitted to use or access the Platform and is required to immediately discontinue all use or access of the Platform.

2. Definitions. "Content" encompasses various types of information or data, including without limitation, reviews, images, photos, audio, video, location data, nearby places, and more. "Your Content" or "User Content" refers to the content You upload, share, or transmit through the Services, such as likes, ratings, reviews, images, photos, messages, profile information, and any other materials publicly displayed in Your account profile. "Steer Valet Content" pertains to the content created and provided by the Company in connection with the Services, such as visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate ratings, reports, and other usage-related data associated with Your account activities, excluding Your Content.

"Service(s)" encompass the offerings provided through the Platform, detailed further in Section 3 of the Terms. These offerings may undergo changes over time, at the sole discretion of the Company.

"User" or "You" denotes any individual who obtains the Company's Services by accessing the Platform, booking a request and making payment in full for said Services.

3. Services. The Services provided by the Company constitute a technological platform designed to facilitate Users in vehicle transportation, scheduling repair or maintenance services for their vehicles through independent third-party providers. Upon submission of a request, a list of potential third-party service providers, along with their relevant experience information, will be provided. The User may also select their own service provider and as such, the Company will be solely responsible for the transportation of the User's vehicle, (see Section 13 for more detail). It is acknowledged that the Company does not directly offer repair and maintenance services; rather, such services are rendered by independent third-party contractors not affiliated with the Company. Furthermore, it is understood that while efforts will be made to connect Users with third-party service providers, the Company cannot guarantee availability. Estimates for the cost and duration of services/repairs are provided based on User requests and are approximate in nature. Cost estimation is aimed at predicting the quantity, cost, and pricing of resources required for completion of the Customer's request and may vary from the original invoice/amount due.

4. Eligibility to Use Our Services. To ensure a smooth and legally compliant experience for all Users, we require the following:

- a. Age Requirement: You must be at least 18 years old to access and use Our Services.
- b. Terms of Use: You must be able to understand and agree to the Terms, conditions, and obligations outlined in this agreement.
- c. Compliance: Your use of Our Services must comply with all applicable laws and regulations in Your jurisdiction.
- d. Authorized Use: You agree to use Our Services only for their intended purpose and in a manner that does not violate the legal rights of Ourselves or any third party.
- e. Organizational Use: If You are using Our Services on behalf of an organization, You confirm that You have the proper authorization to do so.

5. Account Creation and Use.

- a. Account Creation: To access certain features of Our Platform, creating an account is necessary. During this process, You will provide personal information. Please refer to Our Privacy Policy, available on Our app/website, for details regarding how We handle this information.
- b. Account Security: You are responsible for maintaining the confidentiality of Your password and account details. This includes any changes or updates made through Your account and all activity associated with it.
- c. Free Services: Upon signup, We offer complimentary access to certain Services. These include searching for automotive repair or servicing providers, viewing provider profiles with details like pricing and ratings, and leaving feedback on providers You have used through the Platform.
- d. Service Modifications: We reserve the right to add, modify, or remove Services from the Platform at any time. Additionally, some Services may become chargeable at Our discretion.
- e. Booking and Reviews: Bookings should only be made for genuine Service needs. Reviews and feedback should only be left for third-party service providers You have used through the Platform.

6. Support. The Company offers support through email, phone, and an online FAQ repository. For assistance, You can access these resources or reach out to us by emailing info@steervalet.com or calling Our helpline at +1(437) 826 1780 during business hours. We are committed to responding promptly to inquiries on business days and will strive to resolve them within 7 days. By adhering to Our standard policies and procedures, Users acknowledge that complaints will be handled and resolved appropriately. Disagreement with the resolution does not imply that the Company has not addressed Your concern. Steer Valet emphasizes that any suggestions We provide regarding the use of Our Services should not be viewed as a warranty.

7. Prohibited usage of the Platform. Users are prohibited from engaging in any unlawful activities on the Platform, including but not limited to:

- a. Attempting to compromise the integrity or security of the Platform.
- b. Transmitting disruptive or competitive information that hinders the provision of Our Services.
- c. Knowingly submitting incomplete, false, or inaccurate information.
- d. Initiating unsolicited communications with other Users.
- e. Using any software or mechanism to navigate or search the Platform without authorization.
- f. Circumventing or disabling any digital rights management, usage rules, or security features.
- g. Unauthorized access and downloading of any data from the Platform.

The Company reserves the right to disable any information found to violate these terms upon becoming aware of such violations. Additionally, the Company may retain such information and associated records for a minimum of ninety (90) days for potential investigation by governmental authorities. Non-compliance with applicable laws, rules, or regulations, or with the Terms (including the Privacy Policy), may result in immediate termination of a User's access to the Platform and Services, as well as the removal of non-compliant information. User-generated information may be disclosed or transferred to affiliates or governmental authorities as permitted or required by law, and Users consent to such transfers. In compliance with applicable laws, sensitive personal data or information may be transferred to other entities within Canada or abroad, provided that the same level of data protection standards adhered to by the Company is maintained, and such transfer is necessary for contractual obligations or with the User's consent.

8. Payment.

8.1 The Customer shall pay the Company in accordance with the rates or quotes provided for Services to be rendered.

8.2 Currency: All quoted amounts, estimates, and costs referenced in the Terms are in Canadian Dollars (CAD).

8.3 Payment Methods: Payment can be made by one of the following methods:

- a. Online
- b. Phone
- c. E-Transfer

8.4 All payments must be made to and received by the Company to confirm the Service. Failure to make payment will result in the cancellation of the Service.

8.5 Upon receipt of payment, You will receive a confirmation booking email or text confirming receipt of payment and booking confirmation.

8.6 Prices are subject to change at the discretion of the Company. The Company will make reasonable efforts to inform customers of any price changes in advance.

8.7 Payment Terms. All payments must be made in accordance with the Terms.

8.8 Late Payment Fees. Any overdue payments will be subject to a late fee. The late fee will be the greater of:

- a. 20% per year on the outstanding balance, calculated monthly; or
- b. The highest legal rate allowed in accordance with the law.

This late fee will be calculated daily and compounded monthly on the outstanding balance.

8.9 Quote Retrieval. If Customer has requested to obtain a quote that does not require the Company to take the vehicle to a third-party vendor, no Service fee shall apply. If the Customer is requested to obtain a quote that must be done in person at the third-party service provider's location, the Customer shall pay the Company for the transportation charges as per the Terms.

9. User data. You affirm and guarantee that all information You provide while using the Platform is and will remain truthful, accurate, and comprehensive. You also commit to regularly maintaining and updating this information. Should any information You provide be found to be false, inaccurate,

outdated, or incomplete, Steer Valet reserves the right to terminate Your access to and use of the Platform.

You consent to the Company's collection and utilization of Your information, technical data, and related details in accordance with its Privacy Policy, particularly for document validation purposes. Additionally, the Company may employ Your usage information and data for analytical purposes, trend analysis, and statistical enhancement of the Platform's effectiveness and efficiency. This data may also be shared with affiliated companies and third-party service providers to facilitate Your access to these Services. Your consent is provided for such utilization and sharing of Your information.

Subject to applicable laws, the Company may be required by law enforcement agencies or governmental bodies to disclose User data in connection with criminal proceedings. You acknowledge and agree that in such circumstances, the Company has the right to share such data with the relevant agencies or bodies.

10. Wear and Tear. Customers acknowledge that vehicles may undergo typical wear and tear during transportation and servicing. Customer understands that neither the Company nor its contractors shall be held responsible for normal wear and tear such as stone chips, minor cosmetic imperfections, etc.

11. Pre-Service Inspection. Customers are advised to perform a pre-service inspection of their vehicles and document any existing damage. The Company may offer a checklist for customers to use in recording their vehicle's condition before handing it over to independent drivers. Any pre-existing damage must be reported to the Company prior to the start of Services.

12. Lost Items. Customers are responsible for removing all personal items from their vehicles before handing them over to contractors for any Services. The Company and its third-party service providers are not liable for lost or damaged personal items left in the vehicle. If a customer reports a lost item, the Company will make reasonable efforts to assist in locating it. However, the Company cannot guarantee the recovery of lost items and shall not be held accountable for any resulting losses.

13. Customer's own third-party service provider. In the event the Customer chooses to use their own third-party service provider for automotive repair services and engages the Company solely for third-party transportation services, the Customer may do so at their sole liability.

14. Exemptions to liability of the Company. The User acknowledges and confirms that the Company is not responsible for any delays, unavailability of Services, or failure to fulfill obligations under the Terms due to various factors, including but not limited to: the User's lack of cooperation, unavailability, or non-responsiveness; provision of inaccurate or incomplete information; failure to provide or facilitate timely submission of User materials; or events beyond the reasonable control of the Company. Additionally, the User agrees that the Company's liability is limited to providing assistance and cooperation in cases of theft or accidents involving vehicles while within the premises of service partners. The Company commits to offering timely assistance with insurance claims, police reporting, and any necessary formal procedures. However, the Company is not liable to compensate the User for losses unless they are directly caused by the Company's actions or gross negligence (and not by the service partner).

15. Cancellation and Refunds. If the Customer needs to cancel or reschedule a Service, they must do so before forty-eight (48) hours of the Service appointment. Cancellations made within forty-eight (48) hours of the appointment will incur a fifty percent (50%) fee of Steer Valet's Service charge. All Services provided by Steer Valet are non-refundable. Once a Service has been provided, no refunds will be issued.

16. Termination. The Company reserves the right to terminate Your access to the Platform or any Service at any time for reasons including but not limited to any breaches of the Terms and Conditions. The Company may also refuse access to the Platform. Except for the rights and licenses explicitly granted in these Terms, all other rights are reserved, and no other rights or licenses, implied or otherwise, are granted.

Upon temporary suspension, indefinite suspension, or termination, You may not continue to use the Platform under the same account, a different account, or by re-registering under a new account. If Your account is terminated for any reason, You will no longer have access to data, messages, and other material kept on the Platform.

You may terminate the agreement at any time, for any reason, provided that You do not have a pending scheduled Service with the Company. In the event that You have scheduled to receive Service from the Company, You must adhere to the Company's cancellation policy and shall be held liable in accordance with the Terms. Failure to comply with the Company's Terms may not only result in immediate termination of the agreement but may also incur additional costs.

17. Communication Authorization

You consent to Us reaching out to You via telephone, email, SMS, or any other communication method necessary to gather feedback regarding the Platform or Our Services, as well as feedback about other Users listed on the Platform. Additionally, You agree to cooperate fully in response to such communication from the Company, which may involve resolving complaints, providing information, or addressing queries from other Users regarding Your Content.

18. Business Hours. The Company operates during the following business hours: Monday to Friday, 8:00am to 5:00pm EST, and Saturday, 10:00am to 5:00pm EST.

19. Warranty.

19.1 Manufacturer Warranties and Customer Responsibilities. New part installations may be covered by a warranty offered by the vehicle manufacturer. The specific terms, duration, and coverage of these warranties will vary depending on the vehicle, make, and model. The Customer is solely responsible for understanding, obtaining (if offered), and pursuing any warranty claims directly with the manufacturer for any recalls, defects or issues arising from the vehicle itself. This may involve contacting the manufacturer directly or following specific registration procedures outlined by the manufacturer.

19.2 Repair Warranties and Replacement Parts. Should the Company be engaged to provide repair Services and utilize parts covered by a manufacturer's warranty, said parts shall be subject to the

same warranty terms as new installations outlined in the Terms. The Company bears no responsibility for defects in the replacement parts themselves.

19.3 Company Disclaimer and Limited Liability. The Company does not guarantee or endorse the manufacturer's warranty in any way. The Company has no affiliation or association with the manufacturer and is not responsible for the fulfillment of the manufacturer's warranty obligations. The Company shall not be liable, under any legal theory, for any product defects or malfunctions arising from the new part installation.

20. Customer Obligations. Customer shall agree to the following:

- a. **Punctuality:** The Customer agrees to ensure punctuality for their scheduled appointments. In the event of tardiness, the Company reserves the right to impose a penalty charge.
- b. **Payment:** Ensure prompt payment to Steer Valet in accordance with the Terms of Use and any Schedules attached;
- c. **Documentation:** The Customer agrees to provide all relevant documentations, such as the vehicle VIN, registration documentation and valid government issued ID prior to the Services;
- d. **Manufacturer Warranty:** If applicable, the Customer is responsible for obtaining the manufacturer's warranty for the parts or equipment being installed or Serviced. Failure to obtain and maintain the manufacturer's warranty is not the responsibility of Steer Valet;
- e. **Clear Access:** Ensure that all driveways, walkways, parking garages, and areas where vehicle pick-up and drop-off will be performed are accessible and free of obstructions. This may include furniture or personal belongings that could impede the Service;
- f. **Cooperation:** Cooperate with Steer Valet by providing reasonable access to the premises and vehicle as needed to complete the Services. This includes being available to answer questions or provide additional information if necessary;
- g. **Customer Conduct:** The Customer agrees to treat the Steer Valet's employees and representatives with courtesy and respect. The Customer shall not engage in any abusive, threatening, or harassing behavior towards the Company's personnel;
- h. **No Tolerance for Abuse:** Steer Valet has zero tolerance for abuse of its employees and representatives. Any abusive behavior, including but not limited to verbal threats, insults, or physical aggression, will result in the immediate termination of Service and potential legal action;
- i. **Prompt Response:** Respond promptly to any reasonable requests from Steer Valet for instructions, information, or approvals needed to perform the Services efficiently;
- j. **Authorization:** Ensure that any individual agreeing to the Terms on behalf of the Customer has the proper authority to do so and that their actions fall within the scope of their authority;
- k. **Vehicle Preparation:** At the Customer's discretion, Steer Valet may request the Customer to prepare the vehicle by:
 - i. Removing flammable materials, chemicals, or other hazardous items from the vehicle.
 - ii. Removing personal items and other belongings that could be in the way.

21. Conditions of Service.

21.1 Unsafe or Unsanitary Conditions: Steer Valet reserves the right to postpone Services due to unsafe or unsanitary conditions at the Customer's premises or inside the vehicle. This includes, but is not limited to:

- a. Electrical hazards
- b. Structural concerns
- c. Biohazards
- d. Excessive clutter or debris
- e. Vehicle damage
- f. Mechanical issues rendering vehicle unsafe to operate

In such cases, Steer Valet will document the conditions and communicate them to the Customer. Service will be rescheduled once the Customer has addressed the safety or sanitation concerns.

21.2 The Customer is responsible for ensuring that the vehicle is in a drivable condition, which includes, but is not limited to, having fully functional brakes, an operational engine, and tires that are safe for use. If the vehicle is not in a drivable condition, the Company reserves the right to charge a flat fee for the Service call and, at its discretion, may reschedule the Service to a different date.

21.3 Partial Service Completion. In situations where unforeseen circumstances prevent complete Service on the scheduled date, Steer Valet will perform the Services to the best of their ability and invoice the Customer for the completed work. If the Customer can address the conditions preventing full Service completion and ensure a safe and sanitary vehicle, Steer Valet will reschedule the Service resumption at their earliest convenience.

21.4 A late fee will be incurred for any delay in handing over or receiving the User's vehicles to and from drivers for transportation Services after the initial five (5) minute grace period. An additional charge of fifteen dollars (\$15) will be applied for every ten (10) minutes beyond this grace period. Service will be canceled if the wait time exceeds thirty (30) minutes.

The Services provided by the Company constitute a technological platform designed to facilitate Users in vehicle transportation, scheduling repair or maintenance services for their vehicles through independent third-party providers. Upon submission of a request, a list of potential third-party service providers, along with their relevant experience information, will be provided. The User may also select their own service provider and as such, the Company will be solely responsible for the transportation of the User's vehicle, (see Section 13 for more detail). It is acknowledged that the Company does not directly offer repair and maintenance services; rather, such services are rendered by independent third-party contractors not affiliated with the Company. Furthermore, it is understood that while efforts will be made to connect Users with third-party service providers, the Company cannot guarantee availability. Estimates for the cost and duration of services/repairs are provided based on User requests and are approximate in nature. Cost estimation is aimed at predicting the quantity, cost, and pricing of resources required for completion of the Customer's request and may vary from the original invoice/amount due.

22. Indemnification. Customer hereby agrees to indemnify, hold harmless and defend, Steer Valet and their respective affiliates, principals, members, directors, officers, employees, other personnel, representatives, other contractors, consultants, independent contractors, or agents thereof, against any and all (threatened or actual) claims, proceedings, judgments, causes of action, liabilities, damages, losses, expenses (including attorneys' and other professionals' fees and legal expenses

related to such defense), fines, penalties, taxes or damages (collectively "Liabilities") including those asserted by any third-party where such Liabilities arise out of or result, directly or indirectly, from:

- a. The breach or non-compliance with any obligation, warranty, requirement or other provision of this the Terms; or
- b. Any negligent act, omission, default or reckless misconduct or willful misconduct of Steer Valet including:
 - i. All loss of or damage to Customer's property and loss of life or personal injury;
 - ii. Any infringement by Steer Valet of any licenses, patents, trademarks, trade names, copyrights or other proprietary or confidential rights or information of any third-party; and
 - iii. Steer Valet failing to meet the requirements as stated in the Terms.

23. Limitation of Liability.

23.1 The Company will exercise reasonable care to ensure the safety of Your vehicle while it is in Our possession. In the event that the User's vehicle is stolen or damaged, the Company will take all reasonable measures and provide necessary support to the User to recover or repair their vehicle. This includes promptly informing the User of the theft or damage, immediately reporting the theft or damage to the nearest police station, cooperating with and assisting local authorities in recovering the vehicle or identifying anyone who may be involved in causing the loss.

The Company shall not be liable for any damage to the vehicle caused by the negligence of the driver during transit, nor for damages caused due to the actions of third-party service providers. However, the Company will assist the Customer in recovering compensation from the driver or the third-party service provider. The Company shall also have no liability when the vehicle is in possession of a third party.

23.2 In no event shall Steer Valet be liable to Customer or to any third-party for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, exemplary, aggravated, or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not Steer Valet has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

23.3 In no event shall Steer Valet's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amounts paid or payable to Steer Valet pursuant to this agreement in the two (2) year period preceding the event giving rise to the claim.

24. Intellectual property rights. The Company independently designs, updates, and maintains the Platform. When You access the Platform, You are granted a license from Us. All rights, titles, and interests in the text, graphics, audio, design, and other materials on the Platform, including intellectual property such as domain names, copyrights, the Platform's appearance, trade names, trademarks, patents, and designs, belong solely to the Company or its licensors. Any third-party trademarks and brand names appearing on the Platform are the property of their respective owners.

Content on the Platform is intended for personal use only unless otherwise permitted. Unauthorized alteration or commercial use of the material on the Platform constitutes a violation of the Company's intellectual property rights or those of its affiliates, associates, or third-party information providers. We reserve the right to suspend or terminate the Services at any time if a computer virus, bug, or other technical issue compromises the security or proper administration of the Services. By using the Platform or accessing any Services through it, You acknowledge and agree that no right, whether express or implied, is granted to You regarding such Content. The Company reserves the discretion to change or modify the Content at any time.

25. Confidentiality.

25.1 From time to time during the Term of the Contractual Relationship, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public proprietary and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "Confidential," or if disclosed verbally, is identified as confidential when disclosed and within thirty (30) Business Days thereafter, is summarized in writing and confirmed as confidential ("Confidential Information"); provided, however, that Confidential Information does not include any information that:

- a. is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 25;
- b. is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from disclosing such Confidential Information;
- c. was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or
- d. was or is independently developed by the Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under the Terms; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Terms.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For the purposes of this Section 25, Receiving Party shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, third-party service providers, sublicensees, subcontractors, lawyers, accountants, and financial advisors.

25.2 The Terms, any and all pricing and discounts contained herein, and any related proposals or correspondence between the Parties shall be considered Confidential Information. The Customer agrees to hold such information in strict confidence and not to disclose it to any third parties. Notwithstanding the foregoing, the Customer may disclose such information only to the extent necessary to fulfill the obligations set forth herein. The Customer agrees to take all reasonable measures to protect the confidentiality of and avoid disclosure or use of such Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that it utilizes to protect its own Confidential Information of a similar nature.

25.3 The Parties agree to hold Confidential Information in confidence for a period of two (2) years after disclosure.

26. Entire Agreement. The Terms, including and together with any related Fee Payment Schedules, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

27. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under the Terms (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its physical or email address as set forth below (or to such other address that the Receiving Party may designate from time to time in accordance with this Section 27):

Notice to Company: **Address:**
 Email:
 Attention:

Notices sent in accordance with this Section 27 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email if sent during the addressee's normal Business Hours, and on the next Business Day if sent after the addressee's normal Business Hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

28. Non-Disparagement. Customer agrees that the Customer will not, directly or indirectly, engage in any conduct, verbal, written, electronic or otherwise, which disparages or damages or could disparage or damage the reputation, goodwill, or standing of the Company, its employees, directors, officers, contractors, subcontractors or Clients. The Customer understands and agrees that this includes any and all offensive public remarks, whether orally, in writing, or via electronic means (i.e. internet/social-media based medium).

29. Severability. If any term or provision of the Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

30. Amendments and Modifications. No amendment to or modification of the Terms is effective unless it is in writing and signed by each Party.

31. Waiver. No waiver by any Party of any of the provisions of the Terms shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Terms, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Terms shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

32. Assignment. The Customer shall not assign any of its rights or delegate any of its obligations under the Terms without the prior written consent of Steer Valet. Any purported assignment or delegation in violation of this Section 32 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under the Terms. Steer Valet may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Steer Valet's assets without Customer's consent.

33. Successors and Assigns. The Terms are binding and inure to the benefit of the Parties to the Terms and their respective successors and assigns.

34. No Third-Party Beneficiaries. Agreement benefits solely the Parties to the Terms and their respective permitted successors and assigns and nothing in the Terms, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Terms.

35. Governing Law and Venue. The Terms, including all schedules, attachments, and appendices attached to the Terms, and all matters arising out of or relating to the Terms, are governed by, and construed in accordance with, the laws of the Province of Ontario, and the federal laws of Canada applicable therein without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Province of Ontario. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to the Terms, including all Schedules, schedules, attachments, and appendices attached to the Terms, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the Province of Ontario. Each Party irrevocably submits to the non-exclusive jurisdiction of such courts in any such action or proceeding. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law,

36. Force Majeure. Steer Valet shall not be held liable or deemed to have defaulted under or breached the Terms in instances where a failure or delay in fulfilling any conditions of the Terms is caused by circumstances beyond the reasonable control of Steer Valet. These circumstances, referred to as Force Majeure Events ("Force Majeure Events"), may include but are not limited to: (a)

acts of God; (b) flood, tsunami, fire, earthquake, or explosion; (c) epidemics, pandemics, including the 2019 novel coronavirus pandemic (COVID-19); (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) government orders, laws, or actions; (f) embargoes or blockades in effect on or after the date of the Terms; (g) national or regional emergencies; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation Services, or inability or delay in obtaining supplies of adequate or suitable materials; (j) failure of any governmental or public authority to grant a necessary license or consent; and (k) other events beyond the control of Steer Valet.

Steer Valet shall give Notice within ten (10) Business Days of the Force Majeure Event to the Customer, stating the period of time the occurrence is expected to continue. Steer Valet shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event is minimized. Steer Valet shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

37. Counterparts. The Terms may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

38. Language. The Parties have required that the Terms and all deeds, documents or Notices relating thereto shall be in the English language.

39. Survival of Clauses. The Terms shall also endure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, legal personal representatives, successors and permitted assigns. The Customer agrees that the covenants of Confidentiality, Non-Solicitation, and Non-Disparagement set out above, shall survive the termination of Contractual Relationship for any reason. The Customer further acknowledges that the restrictions contained in the Terms are reasonable and valid and are essential in order to allow the Company to adequately protect its business interests.

40. Cumulative Remedies. All rights and remedies provided in the Terms are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

41. Delivery. By accessing and using the Platform, the Customer agrees to the Terms of Use electronically. The Terms may also be executed in multiple counterparts, whether original or electronic, and each copy, when executed and delivered, shall be considered an original. Together, these copies constitute a single, binding agreement.

The Parties involved have executed the Contractual Relationship as of the date indicated above. Each individual or respective officer agreeing to the Terms on behalf of a Party represents that they have the proper authorization to do so and that their actions fall within the scope of their authority.