

# Terms and Conditions

## 1. About Us

In these terms and conditions, the words “we,” “us,” “our,” and similar expressions refer to Authentiklly Inc. By accessing our website at [www.authentiklly.ca](http://www.authentiklly.ca) (the “Site”) or purchasing any products (the “Products”) through our site, web application, or any other platform we make available, you agree to be legally bound by the following terms and conditions (these “Terms”). Authentiklly Inc. (the “Company”) will provide Products to you in accordance with these Terms.

## 2. User Representations

By placing an order through our Site, you warrant that you are the age of majority in your jurisdiction, have legal capacity to contract, and are currently residing in the Province of Ontario. Orders are available only to Ontario residents for delivery within Ontario.

## 3. Formation of the Agreement

3.1 An order placed by you through our Site constitutes an offer to purchase Products in accordance with these Terms. We will send you an email acknowledging receipt of your order (**Acknowledgement**), but this does not constitute our acceptance. The contract (**Contract**) is formed only when we send you an email confirming our acceptance and the dispatch of your order (**Confirmation**). We reserve the right to decline any order at our sole discretion.

3.2 Our contractual obligations are limited exclusively to the Products identified in the Confirmation. We are under no obligation to supply any other Products from your order until a separate Confirmation has been issued for their dispatch.

3.3 We may reject, cancel, or limit any order at any time before Confirmation, including due to availability, pricing or product information errors, suspected fraud or abuse, or compliance and risk considerations.

## 4. Promotions, Discounts, and Gift Cards

4.1 We may issue promotional coupons (including discount codes and vouchers that are not account credit, “Promotional Coupons”) and prepaid instruments (including gift cards and coupon credits). These may require online activation by the holder to place an order and receive Products. If purchased, the sale of a Promotional Coupon or prepaid instrument occurs at payment. These Terms bind us and the holder when (a) payment is made for a purchased instrument, or (b) the holder redeems a Promotional Coupon by placing an order.

4.2 Each coupon is for single use by the designated holder, is non-transferable, and may not be duplicated, reproduced, distributed, published, or redeemed for cash. Storing or scraping coupon codes without our prior written consent is prohibited.

4.3 We may withdraw, suspend, or deactivate any coupon (other than lawfully purchased gift cards) at our discretion, including in cases of error, fraud, abuse, or violation of these Terms.

4.4 Coupons may be redeemed only on our designated Site or web application.

4.5 By using a coupon, you accept these Terms and any coupon-specific terms.

4.6 Unless stated otherwise, discounts apply to Product prices and standard delivery fees only, and exclude add-on, premium, or other separate charges.

4.7 Discounts apply only to Products identified on the Site, web application, or Promotional Coupon. Exclusions may include new arrivals, clearance, or other categories, which we may change at our discretion.

4.8 Discounts and Promotional Coupons are valid only during the stated period and expire on the posted end date.

4.9 Discounts are calculated on the net line-item price before taxes and after non-discountable fees. For tiered discounts, the tier is set per order based on invoiced quantities and applies to all eligible line items. Rounding is to the nearest cent.

4.10 Unless expressly stated in the order form, discounts may not be combined with other promotions, rebates, credits, coupons, or contract pricing for the same Product. If multiple discounts apply, the single greater discount will apply.

4.11 Ontario/Canada gift card compliance. For prepaid instruments that are gift cards or gift certificates issued for consideration: (a) No expiry on monetary value. The prepaid value does not expire (promotional bonus value may have an expiry if clearly disclosed). (b) Fees. No dormancy or maintenance fees apply. Permitted fees (e.g., card replacement, customization) will be disclosed upfront. (c) Cash redemption. Where required by applicable law, low balances may be redeemable for cash on request; otherwise, balances are redeemable only for Products. (d) Promotions. Instruments provided free as a promotion or as a Promotional Coupon may be subject to expiry and other limits if clearly disclosed and if not purchased for consideration. (e) Lost/stolen. Replacement may be provided on proof of purchase and remaining balance, subject to fraud prevention. (f) Non-transfer/cash. Gift cards are not reloadable or redeemable for cash, except as required by law. (g) Governing law. These gift card terms are intended to comply with applicable consumer protection laws, including Ontario's Consumer Protection Act and regulations.

## 5. Order Cancellation

5.1 If you place an order for Wednesday delivery, you may cancel for a full refund until 11:59 p.m. Pacific Time on the Monday before your scheduled delivery. See the refunds policy in clause 10.

5.2 Submit cancellation requests to Customer Care at [customercare@authentiklly.com](mailto:customercare@authentiklly.com) and include your full name and the email used for purchase, with a clear request to cancel.

5.3 Because our Products are perishable, all sales are final and we do not accept returns. This does not affect your right to a refund or replacement for Products delivered damaged or otherwise not as described, if you provide reasonable evidence to our Customer Care within 2 days of delivery.

## 6. Product Integrity

Products are sold as advertised. We do not offer recipe modifications. Complete ingredient lists are publicly available; any removal or omission after delivery is at the customer's discretion.

## 7. Food Safety and Allergen Warnings

All Products are packaged in facilities that also handle common allergens, including crustaceans and molluscs, wheat, eggs, fish, milk, mustard, peanuts, sesame seeds, soy, and tree nuts (e.g., almonds, Brazil nuts, cashews, hazelnuts, macadamia nuts, pecans, pine nuts, pistachios, and walnuts). While we take reasonable precautions, cross-contact may occur. Individuals with food allergies or sensitivities should use caution and review ingredient statements on each Product.

## 8. Transfer of Ownership; Risk of Loss or Damage

8.1 The Products are sold **FOB Destination, Freight Prepaid and Added**, to your specified address. Title and risk of loss to the Products transfer to you upon delivery at the delivery address, as evidenced by carrier confirmation or other reasonable proof of delivery. **For perishable items, you should refrigerate them within one (1) hour of delivery to maintain product integrity.**

## 9. Fees and Terms of Payment

9.1 Product prices and delivery charges are as shown at checkout on our Site or web application, except in cases of obvious error. We may cancel any order placed or confirmed in error.

9.2 Prices and delivery charges may change at any time, but changes do not affect orders after we send a Confirmation.

9.3 Payment must be made by the methods we accept at checkout (currently American Express, Visa, and PayPal), which we may update at any time without notice. You will be charged when you place your order; processing by your payment provider may take a few Business Days. We may delay or cancel an order until payment is received. The Confirmation is sent after payment is successfully received.

9.4 By submitting payment information, you represent and warrant that: (a) it is true, accurate, and complete; (b) you are authorized to use the payment method; (c) charges will be honored by your payment provider; and (d) you will pay all amounts due at the posted prices, including applicable taxes.

9.5 If payment is unsuccessful, we may suspend, delay, or cancel the order after reasonable attempts to process payment.

## **10. Returns and Refunds**

10.1 If you terminate the Contract within the required notice period (see clause 5.1), we will process any refund within thirty (30) days of receiving your notice. The refund includes the price paid for the Product and any applicable delivery charges.

10.2 If a Product is confirmed defective (a “Defective Item”), we may provide a full or partial refund or issue a store credit equal to the value of the Defective Item, at our discretion. Any refund or credit will also cover applicable delivery charges and reasonable costs incurred in refusing the defective merchandise.

10.3 If you are entitled to a refund, we will notify you by email and process payment within thirty (30) days of confirming eligibility, using your original payment method.

## **11. Limited Warranty; Remedies and Disclaimers**

11.1 We warrant that Products purchased from our Site or web application will, on delivery, be free from defects in materials and workmanship, match their description, be of satisfactory quality, and be fit for their ordinary purpose.

11.2 For a defective Product, your exclusive remedy is replacement or refund, at our discretion. This limited warranty is your sole remedy. We disclaim all other warranties, express or implied, including merchantability and fitness for a particular purpose, to the extent permitted by law. Our liability for breach of this warranty will not exceed the price you paid for the defective Product, and we are not liable for consequential, incidental, special, or punitive damages.

11.3 Your use of our Site and its content is at your own risk.

11.4 Your use of this site and its content is at your own risk. The site and its content are provided “as is” and “as available,” without warranties of any kind, express or

implied, including merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, timeliness, security, or error-free operation. To the fullest extent permitted by law, we, our affiliates, and our service providers will not be liable for any damages arising from or related to your access to or use of the site or its content, including errors or omissions, interruptions, viruses, or downloads, even if advised of the possibility. Some jurisdictions do not allow certain disclaimers; these terms apply only to the extent permitted by law.

## **12. Limitation of Liability and Liability Cap**

12.1 Our total aggregate liability arising out of or in connection with these Terms or the Products will not exceed the price you paid for the Products giving rise to the claim.

12.2 Nothing in these Terms limits or excludes any liability that cannot be limited or excluded by law.

12.3 You will indemnify, defend, and hold harmless the Company, its Affiliates, licensors, and their respective directors, officers, employees, agents, and contractors (the "Indemnified Parties") from and against all claims, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or related to: (a) your breach of these Terms; or (b) your violation of law or third-party rights in connection with the Site, web application, or Products. The Company may, at its expense, assume exclusive defense and control of any matter subject to indemnification, and you will reasonably cooperate.

## **13. Notices**

13.1 All formal notices from the customer to the Company must be sent via [customercare@authentiklly.com](mailto:customercare@authentiklly.com). The Company may give notices to the customer at the email or postal address provided at order or later updated, or by any method in this clause 13.

13.2 A notice is deemed received: • Email: at 9:00 a.m. on the next Business Day at the recipient's location, if no delivery failure is received. • Post (first-class): at 9:00 a.m. on the second Business Day after posting. • Courier: on delivery (or first attempted delivery, if refused). • Website posting: when posted in a location reasonably expected to be seen.

13.3 Proof of service is satisfied by evidence of proper addressing and dispatch, including a postal certificate of posting, courier tracking confirming delivery, or an email transmission record without a hard bounce.

13.4 Notices to the Company: **Authentiklly Inc.; [info@authentiklly.com](mailto:info@authentiklly.com)**. Notices to the customer: the most recent email or postal address on file.

13.5 “Business Day” means a day other than a Saturday, Sunday, or public holiday at the recipient’s location.

13.6 By submitting your email to Authentiklly, you express interest in Authentiklly and agree to receive marketing emails.

## **14. Electronic Communications**

By using our Site or web application, you consent to receive contracts, notices, and other communications from us electronically, including by email and in-product messages. This consent covers such communications and satisfies any legal requirements that they be in writing under applicable law. This does not affect any of your non-waivable statutory rights.

## **15 Assignment and Delegation**

15.1 This Agreement is binding upon the parties and their respective successors and permitted assigns.

15.2 You may not transfer, assign, or otherwise dispose of or delegate your rights or obligations under this Agreement without our prior written consent, and any attempted transfer, assignment, or delegation in violation of this section is void. Any permitted assignment must be in writing and requires the assignee to agree in writing to be bound by this Agreement.

15.3 We may transfer, assign, charge (including grant a security interest in), or subcontract our rights or obligations at any time during the term of the Agreement, including in connection with a merger, acquisition, corporate reorganization, or sale of assets. We remain responsible for the performance of our obligations by any subcontractor.

15.4 No Third-Party Beneficiaries. Except as expressly provided in this Agreement, no person or entity other than the parties has any rights or remedies under or in connection with this Agreement, and no third party may enforce any of its terms.

## **16. Restrictions on Use and Copying**

16.1 The Company owns, or is an authorized licensee of, all right, title, and interest in and to all intellectual property (whether registered or unregistered) in and to the Site, our web application, and all associated content, software, data, documentation, trademarks, trade dress, domain names, and published materials, together with all related goodwill. Such intellectual property is protected by copyright, trademark, patent, trade secret, and other intellectual property laws and international treaties. All rights are reserved, and no rights or licenses are granted to you except as expressly set out in these Terms.

16.2 EXCEPT AS EXPRESSLY PERMITTED BY THESE TERMS OR BY APPLICABLE LAW (INCLUDING FAIR USE), YOU WILL NOT COPY, REPRODUCE, EXTRACT, DISTRIBUTE, PUBLICLY DISPLAY OR PERFORM, MODIFY, CREATE DERIVATIVE WORKS FROM, SCRAPE, OR OTHERWISE USE ANY CONTENT, DATA, SOFTWARE, DOCUMENTATION, PUBLICATIONS, OR OTHER MATERIALS FROM OUR SITE OR WEB APPLICATION (COLLECTIVELY, THE "MATERIALS"). ANY COMMERCIAL USE OF THE MATERIALS REQUIRES OUR PRIOR WRITTEN CONSENT OR A SEPARATE LICENSE FROM US AND, IF APPLICABLE, OUR LICENSORS. ALL RIGHTS IN THE MATERIALS ARE RESERVED AND NO RIGHTS OR LICENSES ARE GRANTED BY IMPLICATION.

## **17. Force Majeure**

17.1 We will not be liable for failure or delay in fulfilling our obligations to the extent the failure is caused by a Force Majeure Event. A Force Majeure Event is an act, occurrence, or omission that is beyond our reasonable control and that prevents or delays us from meeting our contractual obligations. We will notify you promptly in writing of the Force Majeure Event and its expected impact. Such events include, but are not limited to:

- Strikes, lock-outs, or other industrial actions.
- Civil unrest, rebellion, riots, invasion, terrorist attacks, or war (declared or not).
- Natural disasters such as fire, explosion, storm, flood, earthquake, subsidence, epidemic or pandemic, public health emergency, quarantine, or travel restrictions.
- The inability to use public or private transportation.
- The inability to use public or private telecommunications networks.
- Any acts, legislation, regulations, or restrictions imposed by any government.

17.2 The performance of our obligations under any Contract will be suspended for the duration of a Force Majeure Event, and the time for performance will be extended for a period equivalent to such suspension. We will use commercially reasonable efforts to mitigate the effect of the Force Majeure Event and to resume performance of our obligations as soon as reasonably practicable. If the Force Majeure Event continues for more than **30** days, either party may terminate the affected Contract on written notice without liability, except for amounts due for goods delivered before the suspension.

17.3 The delivery date for an order will be as stated in the Confirmation. If no such date is specified, the delivery will be within 30 days of the date of the Confirmation. This obligation is subject to any Force Majeure Event. In the occurrence of a Force Majeure Event, we will not be liable for the costs associated with compromised or failed deliveries. We reserve the right, in our sole discretion, to issue a refund for all or part of any compromised or failed deliveries.

## **18. Waiver**

18.1 Our rights and remedies under this Agreement are cumulative and not alternative. Neither the failure nor any delay in exercising any right, power, or privilege will operate

as a waiver, nor will any single or partial exercise preclude any other or further exercise of that right or privilege.

18.2 No waiver of any breach will be deemed a waiver of any subsequent breach.

18.3 Any waiver by us of a provision of these Terms is not effective unless it is expressly declared in a writing signed by us and delivered to you in accordance with clause 13.

## **19. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the provision will be deemed severed, and the remaining provisions will remain in full force and effect. The parties will negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid provision that, to the greatest extent possible, achieves the parties' original commercial intent.

## **20. Entire Agreement and Representations**

20.1 Whole Agreement. These Terms, together with any documents expressly referenced in them, contain the entire agreement between the parties and supersede all prior and contemporaneous understandings, agreements, negotiations, and communications, whether written or oral, relating to their subject matter.

20.2 No Reliance on Prior Statements. In entering into a Contract, neither party has relied on any representation or warranty (whether innocent or negligent) not expressly stated in this Agreement or the documents it references, and each party disclaims any reliance on statements not so set out.

20.3 Limitation of Liability. Our liability for any breach of the representations and warranties contained in this Agreement (whether innocent or negligent) is exclusively a claim for breach of contract, and no separate claim in misrepresentation will arise in respect of the same subject matter.

20.4 Fraud Exception. This clause does not limit or exclude liability for fraud, fraudulent misrepresentation, or willful misconduct.

20.5 No Limitation of Mandatory Rights. Nothing in this section 20 limits any liability that cannot be limited under applicable law or limits any non-waivable statutory rights.

20.6 Ontario Consumer Protection Carve-Out. If you are a consumer residing in Ontario and the Consumer Protection Act, 2002 (Ontario) (the "CPA") applies to this Contract: (a) nothing in this section 20 limits, excludes, or waives your rights or our obligations under the CPA or other mandatory consumer laws; (b) any disclaimer of reliance or exclusion of representations in sections 20.2 and 20.3 does not apply to the extent

prohibited by the CPA, including with respect to false, misleading, or deceptive representations; and (c) in the event of any conflict between this section 20 and the CPA or other mandatory consumer laws, the CPA and such laws will govern.

## **21. Right to Amend**

21.1 We reserve the right to revise and amend these Terms at our sole discretion to reflect changes in our business, changes in law, new payment methods, or improvements to our systems. We will comply with applicable consumer protection laws when making material changes and will provide notice of material changes by posting an updated version with a new effective date on the Site and, where required, by email or in-product notice before they take effect. By continuing to use our services (accessing our Site and web application and placing orders) after they take effect, you agree to the revised Terms. If you do not agree to the revised Terms, you must stop using the services before the effective date. Changes will not apply retroactively to disputes that arose before the effective date, and they will not change the terms of orders already accepted unless required by law or agreed in writing.

21.2 Your purchase of Products is governed by the policies and Terms in effect at the time you place your order, subject to the following exceptions: (a) Any change required by applicable law or by a governmental authority will apply to all orders, including those previously placed, to the extent required by law. (b) If we notify you in writing of a change to our policies or Terms before sending the Confirmation, you will be deemed to have accepted the change unless you inform us in writing to the contrary within seven Business Days after receiving the Products.

## **22. Governing Law; Jurisdiction**

To the extent permitted by applicable law, these Terms and any product purchase contracts will be 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 conflict-of-laws principles. You irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario, sitting in Toronto, Ontario, for any and all disputes or claims arising out of or related to these Terms or any product purchase contract, including non-contractual claims. Each party waives any objection to venue or to the convenience of such forum (including any objection based on *forum non conveniens*).