

TERMS AND CONDITIONS

These terms and conditions (the “Terms and Conditions”) govern the use of **www.foods4u.ca** (the “Site”). This Site is owned and operated by Foods4U. This Site is a database for allergy information of restaurant menus.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

These Terms contain important information about your rights and obligations, as well as disclaimers, limitations of liability, exclusions of liability and other provisions that may affect your rights and remedies. Please review these carefully before proceeding with using the Site.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

DISCLAIMER

THE CONTENT FOUND ON THIS WEBSITE IS FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY. THIS INFORMATION HAS NOT BEEN EVALUATED AND IS NOT INTENDED TO DIAGNOSE, TREAT, CURE OR PREVENT ANY ALLERGY RELATED INCIDENTS.

THE INFORMATION PROVIDED IS NOT MEANT TO SUBSTITUTE THE ADVICE PROVIDED BY A HEALTH CARE PROFESSIONAL. DO NOT USE THE INFORMATION FOUND WITHIN THIS WEBSITE TO SELF-DIAGNOSE ANY ALLERGY CONDITIONS OR TREAT ANY ALLERGY PROBLEMS. PLEASE CONSULT YOUR QUALIFIED HEALTH CARE PROFESSIONAL SHOULD YOU HAVE ANY CONCERNS.

Intellectual Property

All content published and made available on our Site is the property of Foods4U and the Site’s creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent; or
- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

Third Party Goods and Services

Our Site may offer goods and services from third parties. We cannot guarantee the quality or

accuracy of goods and services made available by third parties on our Site.

Links to Other Websites

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third-party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third-party websites before using these sites.

Limitation of Liability

NAME OF COMPANY and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless NAME OF COMPANY and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the Province of Ontario.

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and Foods4U are unable to resolve any dispute through informal discussion, then you and Foods4U agree to submit the issue before an arbitrator. The decision of the arbitrator will be final and binding. Any arbitrator must be a neutral party acceptable to both you and Foods4U. The costs of any arbitration will be paid by the unsuccessful party.

Notwithstanding any other provision in these Terms and Conditions, you and NAME OF COMPANY agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be

removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

support@foods4u.ca

You can also contact us through the feedback form available on our Site.

Effective Date: 1st day of September, 2024