

## TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of **packs.co** (the "Site"). This Site is owned and operated by Wiebe Marketing Ltd dba Packs. This Site is a software.

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

### Intellectual Property

All content published and made available on our Site is the property of Wiebe Marketing Ltd dba Packs 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 that 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.

### **Sale of Goods And Services**

These Terms and Conditions govern the sale of goods and services available on our Site.

The following goods are available on our Site:

- Software: Packs visual drive..

The following services are available on our Site:

- Premium support..

The services will be paid for in full when the service begins. Paid monthly or annually.

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods and services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods and services we provide. You agree to purchase goods and services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount

you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

### **Subscriptions**

Your subscription automatically renews and you will be automatically billed until we receive notification that you want to cancel the subscription.

To cancel your subscription, please follow these steps: Users may cancel a subscription by following the prompts in their Account area of Packs. These prompts are clearly laid out, and there is no requirement that the user reach out to our team to cancel. All cancellations are self-serve.

### **Free Trial**

We offer the following free trial of our goods and services: Users may use Packs for \$0 until they or their team members have added more than 250 assets. An asset is defined as any one thing that is added to a pack; for example, one PDF file is one asset. In the case of text, a block of text is considered one asset; the user need not pay per word.

At the end of your free trial, the following will occur: When the user or the user's team adds 251 or more assets to the pack(s) on their account, the credit card on file will be charged.

To cancel your free trial, please follow these steps: To cancel, simply do not add more than 250 assets to a pack or packs within your account. To delete your account at any time, sign into your account and select "Delete" within your profile area.

### **Payments**

We accept the following payment methods on our Site:

- Credit Card.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

## **Refunds**

### **Refunds for Goods**

Refund requests must be made within 7 days after receipt of your goods.

We accept refund requests for goods sold on our Site for any of the following reasons:

- User did not realize they would be charged and was planning to cancel. In this case, only the most recent charge may be refunded. Refunds are not guaranteed and are offered on a case by case basis..

Refunds do not apply to the following goods:

- Any service, such as premium support, cannot be returned. Refunds will not be provided..

### **Refunds for Services**

All services sold on our Site are non-refundable.

## **Consumer Protection Law**

Where the *Consumer Protection Act*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

## **Limitation of Liability**

Wiebe Marketing Ltd dba Packs 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 Wiebe Marketing Ltd dba Packs 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 Alberta.

### **Dispute Resolution**

Subject to any exceptions specified in these Terms and Conditions, if you and Wiebe Marketing Ltd dba Packs are unable to resolve any dispute through informal discussion, then you and Wiebe Marketing Ltd dba Packs agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and Wiebe Marketing Ltd dba Packs.

Notwithstanding any other provision in these Terms and Conditions, you and Wiebe Marketing Ltd dba Packs 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:

(778) 430-1281

joanna@packs.co

10158 103 Street Northwest, 200, Edmonton, AB T5J 0X6

Effective Date: 25th day of October, 2021