

Merchant Terms and Conditions

COMMERCIAL AGREEMENT

These terms govern Merchants selling food, goods or other approved products through Eazer Shops. The current commission schedule is incorporated below and may be supplemented by a signed Commercial Schedule.

These Merchant Terms and Conditions (the “Agreement”) are between Eazer Technological Solutions Inc. (“Eazer”) and the business or individual registering as a merchant (“Merchant”). By completing Merchant onboarding and accepting this Agreement, Merchant agrees to be bound by it.

1. Merchant Relationship and Scope

Eazer provides digital marketplace access, ordering technology, payment facilitation or collection, marketing, customer support and, where selected, delivery coordination.

Unless a service-specific addendum expressly provides otherwise, Merchant remains the seller of its goods or prepared food to the Customer and is responsible for the Merchant-controlled aspects of the transaction.

Merchant is an independent business. Nothing in this Agreement creates employment, partnership, franchise, fiduciary relationship or joint venture.

Where the payment structure requires it, Merchant appoints Eazer or Eazer’s payment provider as Merchant’s limited collection agent solely to receive Customer payments, process refunds/adjustments and issue transaction records. Receipt of funds by that collection agent is treated as payment by the Customer to Merchant to the extent provided in the applicable payment flow.

2. Eligibility, Verification and Business Information

Maintain all business registrations, permits, food-premises approvals, tax registrations and licences required for products or services offered.

Provide accurate legal name, ownership, contact, banking, tax and identity information.

Complete reasonable KYC, sanctions, fraud, beneficial-ownership or business verification requested by Eazer or payment providers.

Immediately notify Eazer of licence suspension, inspection orders, serious food-safety incidents, recalls, insolvency, material ownership changes or other regulatory events affecting lawful operation.

Do not list prohibited, counterfeit, stolen, recalled, unsafe or unlawfully sold products.

3. Merchant Storefront and Listings

Merchant is responsible for menu and product descriptions, prices, photographs, quantities, weights, ingredients, allergen information, inventory, product condition, availability and all representations displayed through Merchant's storefront.

Merchants must honour displayed prices and representations, subject to lawful correction of genuine errors and Customer-approved substitutions.

Merchants must keep business hours, preparation times, pickup instructions and availability reasonably current.

Eazer may remove or restrict listings that reasonably appear to violate law, intellectual-property rights, safety standards, restricted-product rules or platform policies.

4. Orders and Fulfilment

Merchants must monitor incoming orders during published hours, accept or reject orders promptly, prepare orders safely and accurately, package them appropriately and meet reasonable preparation-time standards.

Acceptance of a Customer order creates the underlying sale between Merchant and Customer unless the App expressly identifies a different contracting structure.

Merchants must not discriminate against Customers or Delivery Partners contrary to applicable law.

For regulated or age-restricted goods, merchants must follow Eazer's activation controls and all legally required age, identity, licence and delivery procedures.

5. Merchant Commission Plans

Unless a signed Commercial Schedule states otherwise, Eazer's commission is calculated on the eligible item subtotal, excluding separately stated taxes, tips and Eazer delivery charges.

Plan / Fulfilment	Eazer Commission	Merchant Share
Eazer Standard (Basic/Default)	15%	85%
Eazer Growth	18%	82%

Eazer Premium / Plus	20%	80%
Merchant uses own delivery	10%	90%
Customer pickup	8%	92%

Plan features, optional advertising, sponsored placement, subscription charges, promotional contributions or negotiated enterprise pricing may be stated in a separate Commercial Schedule. Eazer will disclose the applicable Merchant plan and commission before it becomes effective.

Taxes may apply to Eazer's commission and other fees.

6. Illustrative Merchant Economics

Example only: on a \$100 eligible item subtotal under Eazer Standard, Eazer's 15% commission is \$15 and Merchant's gross settlement base is \$85 before taxes, refunds, adjustments, chargebacks or other expressly agreed amounts.

The Customer's Eazer service fee and delivery fee are separate Customer-facing charges and are not automatically included in the Merchant's item subtotal.

7. Customer Fees

Eazer may charge Customers a distance-based delivery fee and a Customer Service Fee currently set at 5% of the eligible order subtotal, together with other properly disclosed service-specific charges.

Eazer is responsible for its own Customer-facing fee disclosures. Merchant must not describe an Eazer fee as a government tax or as a Merchant-imposed charge unless that description is accurate.

8. Prices, Taxes and Tax Display

Merchant is responsible for providing accurate tax-registration information and for identifying the tax treatment of Merchant's goods or services where the Platform requires Merchant input.

Eazer may calculate, collect, remit, report or display taxes where applicable law or the agreed transaction model requires Eazer to do so.

Merchants must not knowingly misstate tax-inclusive or tax-exclusive pricing and must cooperate with reasonable tax-documentation requests.

9. Payments, Payouts and Settlement

Eazer or its payment provider may collect Customer payments on Merchant's behalf. Eazer will remit Merchant's net proceeds according to the payout cycle shown in the Merchant dashboard or Commercial Schedule.

Net proceeds may be reduced by applicable commissions, taxes Eazer is required to withhold/remit, refunds, chargebacks, agreed promotional contributions, advertising charges and other authorized adjustments.

Merchant authorizes Eazer to set off undisputed amounts owed by Merchant against future payouts where lawful.

Eazer will provide transaction-level or statement-level information reasonably sufficient to understand sales, fees, taxes, refunds, adjustments and net payout.

10. Refunds, Chargebacks and Customer Remedies

Merchant is responsible for refunds or adjustments attributable to Merchant-controlled failures, including missing or incorrect items, material quality problems, unsafe food, misdescription, unavailable products, Merchant cancellation, Merchant-caused delay or failure to comply with an accepted order.

Eazer may bear or allocate costs where Eazer, a Delivery Partner, payment failure, technical issue or another cause outside Merchant's control is responsible, based on operational evidence and applicable policy.

Merchant must cooperate with reasonable Customer-support, payment-dispute and chargeback investigations.

Nothing in this Agreement removes consumer rights that cannot legally be waived.

11. Food Safety, Allergens and Product Compliance

Comply with federal, provincial/territorial and municipal food-safety, public-health and product-safety requirements.

Maintain accurate ingredient and allergen information where legally required or reasonably necessary for Customer safety.

Use packaging appropriate for temperature, contamination prevention, tamper reduction and transport.

Comply promptly with recalls, inspection orders, food-safety notices and product-safety directions.

Maintain all insurance legally required for the business, products and activities.

Merchants must promptly notify Eazer of a serious food-safety or product-safety incident that may affect Eazer Customers.

12. Restricted and Regulated Products

Merchant may list alcohol, tobacco, cannabis, pharmaceuticals, weapons or another regulated category only if Eazer expressly enables the category for the jurisdiction and Merchant satisfies all applicable legal and platform requirements.

Merchants must not use a general product category to circumvent restricted-product controls.

13. Eazer-Arranged Delivery

Where Eazer arranges delivery, Merchant must provide the complete and properly packaged order to the assigned Delivery Partner at the designated pickup location and time.

Merchants must not require a Delivery Partner to transport unlawful, unsafe or materially different items from those associated with the accepted order.

14. Merchant-Provided Delivery

If Merchant selects its own delivery option, Merchant is responsible for its delivery personnel, wages/contractor obligations, insurance, route safety, customer contact, age verification where required and proof of delivery.

The default Eazer commission for Merchant-provided delivery is 10% of the eligible item subtotal unless a signed Commercial Schedule states otherwise.

15. Customer Pickup

For Customer pickup, the default Eazer commission is 8% of the eligible item subtotal unless otherwise agreed.

The merchant must provide accurate pickup instructions and make accepted orders reasonably available at the promised time.

16. Customer Data and Privacy

Merchant may use Customer personal information received through Eazer only to fulfil the transaction, provide transaction-related support, comply with law or for another purpose expressly authorized by the Customer and permitted by Eazer.

Merchants must not sell Customer data, retain it longer than reasonably necessary for permitted purposes, or add Eazer Customers to independent marketing lists without valid consent.

Merchants must implement reasonable safeguards and promptly notify Eazer of any suspected unauthorized access, loss or disclosure involving Eazer Customer information.

17. Marketing, Promotions and Merchant Content

Merchant grants Eazer a worldwide, non-exclusive, royalty-free licence during the Agreement to use Merchant's business name, trademarks, menus, product photographs, descriptions and other approved content to operate, market and promote the Merchant and Eazer services.

Merchant represents that it has the rights necessary to provide that content.

Funded promotions, coupons, sponsored listings, discounts or advertising programs may be governed by a separate campaign or Commercial Schedule identifying funding responsibility, duration and any additional charges.

18. Service Levels and Platform Integrity

Maintain accurate hours and availability.

Avoid excessive cancellations and preventable delays.

Do not create fake orders, manipulate ratings, falsify delivery or preparation evidence, or misuse promotions.

Do not divert Eazer Customers to avoid agreed fees in relation to an Eazer-originated transaction, except as expressly permitted by Eazer or applicable law.

Cooperate with reasonable fraud, safety, quality and chargeback investigations.

Maintain reasonable security over Merchant credentials, staff access and devices.

19. Staff and Subcontractors

Merchant is responsible for its employees, contractors and agents and for ensuring that they comply with this Agreement when using the Merchant account.

Eazer may provide role-based access tools, but Merchant remains responsible for managing authorized users and promptly removing access when no longer required.

20. Intellectual Property

Eazer retains all rights in the Eazer Platform, software, data structures, designs and trademarks. Merchant receives only a limited, revocable right to use Eazer tools and branding as expressly authorized.

Merchants must not copy, reverse engineer, scrape, misuse or create confusingly similar Eazer branding except where law expressly permits.

21. Taxes and Platform Reporting

Merchant is responsible for tax filings, registrations and payments applicable to Merchant except to the extent Eazer is legally required to collect, remit, withhold or report.

Merchants must provide accurate GST/HST, business number and other tax identifiers requested by Eazer.

Eazer may issue tax statements or submit platform-operator reports where required by law.

22. Records and Audit Cooperation

Merchants must maintain records reasonably necessary to demonstrate compliance with licences, taxes, food/product safety and disputed transactions for the periods required by law.

Where a regulator, payment provider or safety investigation reasonably requires supporting information, Merchant will cooperate subject to lawful confidentiality and privacy limits.

23. Insurance

A merchant must maintain insurance required by law and commercially reasonable for its business and products. Eazer may require evidence of coverage for higher-risk categories or services.

A requirement to provide proof of insurance does not make Eazer an insurer or guarantor of Merchant's risks.

24. Suspension

Eazer may suspend some or all Merchant functionality immediately where reasonably necessary because of serious food or product safety risk, fraud, unlawful goods, material

non-payment, payment-provider restriction, regulatory direction, licence loss, data-security incident or repeated serious breach.

Where practicable, Eazer will provide the reason for significant suspension and an internal review channel.

25. Term and Termination

This Agreement begins when Merchant accepts it and continues until terminated.

Either party may terminate on the notice period stated in the Commercial Schedule or, if no period is stated, on reasonable written notice.

Eazer may terminate immediately for a material breach that cannot reasonably be cured, fraud, serious safety risk, unlawful activity, licence loss, sanctions restriction or repeated material violations.

Termination does not eliminate outstanding payment, refund, tax, confidentiality, data-protection, indemnity or other obligations intended to survive.

26. Indemnity

To the extent permitted by law, Merchant will indemnify and hold Eazer and its affiliates harmless from third-party claims, losses, regulatory penalties and reasonable costs arising from Merchant's goods, food preparation, unsafe products, inaccurate listings, intellectual-property infringement, taxes for which Merchant is responsible, Merchant personnel, Merchant-provided delivery or Merchant's violation of law or this Agreement, except to the extent caused by Eazer's own breach, negligence or misconduct.

27. Limitation of Liability

To the maximum extent permitted by law, neither party is liable to the other for indirect, incidental, special or consequential losses that were not reasonably foreseeable from the breach.

Eazer does not guarantee uninterrupted Platform operation, a minimum number of Customers, sales volume or delivery availability.

Nothing in this Agreement limits liability for fraud, wilful misconduct, payment obligations, indemnity obligations, misuse of confidential information, infringement of intellectual property or liability that applicable law does not permit to be limited.

Any negotiated monetary liability cap may be stated in the Commercial Schedule for enterprise Merchants.

28. Confidentiality

Each party must protect non-public business, technical, pricing and operational information received from the other and use it only for purposes of the Eazer relationship, except where disclosure is required by law or the information is otherwise lawfully public.

29. Changes to Merchant Terms and Fee Schedules

Eazer may update operational terms or policies to reflect changes in law, security, safety, services or technology.

Material changes to commercial rights, including commission changes, will be communicated in advance where required by contract or law. Where acceptance is required, Eazer will obtain it before the change becomes binding.

The Merchant dashboard or Legal Centre will identify the current agreement and Commercial Schedule version.

30. Governing Law and Disputes

For Ontario Merchants, this Agreement is governed by Ontario law and applicable federal Canadian law, subject to mandatory law.

For merchants operating elsewhere, a country, province/state or local addendum may identify a different Eazer entity, governing law, regulatory framework or dispute process.

The parties will first attempt to resolve disputes through Merchant Support and business escalation before formal proceedings where practical.

31. General

If a provision is unenforceable, it will be severed or interpreted to the minimum extent necessary and the remaining Agreement will continue where permitted.

Neither party waives a right by delaying enforcement.

Merchants may not assign this Agreement without Eazer's consent. Eazer may assign it to an affiliate or successor in connection with corporate reorganization, financing, merger or asset transfer, subject to law.

32. Merchant Support

Merchant Support: support@eazer.com

Telephone Enquiries: +1 437 226 1872

Legal/Privacy: privacy@eazer.com

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