

TERMS OF USE

This Agreement is between you (and/or your entity – herein referred to as “you” and/or “your”) and Dealium Inc.(herein referred to as “Dealium”, “we”, “us” and/or “our”) as itself, its subsidiaries, its affiliates and its websites and in particular www.dealium.com. It consists of the terms and conditions set forth below, as well as governs your access and use of our services provided through our websites and mobile sites.

By accepting this agreement, by accessing or using our services and/or websites, and mobile sites, you agree to the terms and conditions of this agreement. you further hereby represent and warrant that you have the authority to enter and bind yourself to this agreement. if you do not have such authority, or if you do not agree with the terms and conditions of this agreement, you are not permitted to use our services and/or websites, or mobile sites whatsoever and for any purposes.

Dealium may revise, modify and/or update the terms and conditions of this agreement at any time at its discretion, and your continued use of our services through our websites, and mobiles sites, after any such revisions, modifications and/or update of the terms and conditions of this agreement, signifies your acceptance of the revised terms and conditions. You should view our Terms of Use periodically for any revisions, modifications and/or updates.

USE OF OUR SERVICES

In accordance with the terms of this Agreement, we grant you access to our services and websites, and mobile sites so you can use and understand our platform, and be connected with service providers and restaurants to stay informed on promotions, discounts, daily specials, events and features. You agree to abide by the terms of this Agreement and use our services and websites, mobile sites and mobile applications in an appropriate manner. While using our services and websites, and mobile sites, you agree not to engage in conduct that would interfere, overburden, damage, disrupt, or destroy any of our services or the use and enjoyment of our services by other users.

We do not warrant, guarantee or are responsible for the services rendered by any service provider displayed, promoted or featured through our websites, and mobile sites, including but not limited to the quality, experience, conduct of these service providers, The fees, promotions, discounts, and features displayed on our website and mobile site represent our best guess of the fees, promotions, discounts, and features available. While we strive to make this information as accurate as possible, we are in no way responsible or liable for the accuracy or eligibility of these fees, promotions, discounts, and features displayed. We are not responsible or liable for injuries sustained at these service providers and/or restaurants such as slips, trips and falls, food poisoning, negligent acts and conducts, and any other performance of the service providers and/or restaurants. The above such performance are the sole responsibility of the service providers and/or restaurants. Accordingly, you acknowledge that Dealium shall not be held liable or be involved in any disputed between you and the service providers and/or restaurants and any other third parties including, in relation to the quality of the dining services, experience and food and drinks, the conduct of the dine-in service providers and/or restaurants, the eligibility of the promotions and discounts, injuries sustained at the service providers and/or restaurants such as slips, trips and falls, food poisoning, negligent acts and conducts and any other performance of the service providers and/or restaurants.

At our sole discretion and at any time, we may terminate your use of our services and websites, and mobile sites.

COLLECTION OF INFORMATION

We collect the following types of information from you in order to provide you with access to our services, websites, and mobile sites:

Information collected automatically

When you use our services and websites, and mobile sites, we automatically receive and collect information from your web browser operating on your computer and/or mobile device. This information collected may include your device IP address, device and network information, usage and statistics data, geo-location information, advertisement and web log data, cookies, web beacons and other information.

Cookies

A cookie is a piece of data that may be sent from our websites, and mobile to your computer, laptop, smartphone and other devices via your web browser. We use cookies to enable our servers (hosting our website) to remember specific information (e.g. your name, location, web device, etc.) and recognize information about your browsing activities, and selections with service providers and restaurants.

Most browsers have an option to decline the use of cookies, and you are free to do so. However, declining our use of cookies may impact your experience of our services and websites, and mobile sites.

Advertisements

Our websites, and mobile sites may contain advertisements, as well as advertisements from third parties. These advertisements may be targeted and customized to you based on your specific information provided to us. The specific information provided to us that is subsequently being used by third party advertisers do not include your personal information. Additionally, third party advertisers may set their own cookies on your web browser to which we have no control of.

This type of automatically collected information is used by us in order to improve our services and website, as well as to provide you with a customized and efficient experience.

Sharing of Information

Your information may be shared with service providers and/or restaurants. Such information may include information about you in order to facilitate services provided by the service provider.

We may contract with third parties to perform certain tasks on our behalf. In such cases, we may need to share your information with the third parties in order for them to perform these tasks.

We reserve the right to disclose any of your information as it may be necessary to comply with a legal process or requirement, to prevent fraud or assess and manage a security risk, to investigate and enforce any violations of this Agreement, for a user support request, to provide our rights and services, and for any other similar purpose.

Additionally, your access of third-party services from our website via the selection of links and advertisements provided by third parties may result in the sharing of your information with third parties. In such circumstances, we are not responsible for the collection of your information by the third parties, and you are wholly responsible and bound by their terms and conditions, and privacy policies.

Use of Information

Our collection of your information is to provide and facilitate your access of our services, identity verification, prevent, reduce and manage fraud, security risks and illegal activities, improvement of our services, provide marketing and promotion offers, and other such services.

INTELLECTUAL PROPERTY

You agree and acknowledge that any content that you create, share, post and/or upload through the use of our services or on our websites, and mobile sites, deems your transfer of full ownership and/or assignment of intellectual property rights including moral rights that may subsist in the content to us. You agree and acknowledge that we are thereafter the legitimate owner of all the intellectual property rights that may subsist in the content, and we may re-publish, copy and/or reproduce such content without your consent. You further agree and acknowledge that you are no longer the legitimate owner of the content and cannot exert and/or enforce any intellectual property rights including moral rights in the content. You further acknowledge and agree that you are the legitimate owner of such content prior to the transfer of all rights therein to us, and at all material times you are responsible for the legality, reliability and appropriateness of such content to ensure the legitimate transfer of intellectual property rights that may subsist in such content to us.

All content that are available through our services or on our websites, and mobile sites is either owned or licensed by us and is subject to intellectual property. You may not download, copy, reproduce, re-publish, distribute and/or sell any such content without our prior written approval, including any content that you may have created, shared, posted and/or uploaded through the use of our services or on our websites, and mobile sites. We may, at our sole discretion, refuse any of your request for approval to download, copy, sell, reproduce and/or re-publish any such content.

WARRANTY DISCLAIMER

You agree to release us, our affiliates and representatives, as well as our directors, officers, employees and agents from any and all liability that may arise from the use of our services, websites, mobile sites and/or mobile applications, or from the provision of services and experiences. Our release of liability includes any claims in relation to our services, websites, and mobile as well as any negligence claims made by you against the service providers and/or restaurants. We do not make any representations in relation to our services, websites, mobile sites and/or mobile applications including any content thereof, and provision of service and experiences.

LIMITATION OF LIABILITY

We, our affiliates and representatives, as well as our directors, officers, employees and agents shall not be liable for any pecuniary and non-pecuniary losses or damages incurred by you as a result of any disruption of our services and website, or for any failure by us to perform our duties, whether such disruption or failure are within or beyond our control.

Our website may include links and advertisements provided by third parties. We are not responsible for the associated content of these links and advertisements, and we are not liable for any pecuniary and non-pecuniary losses or damages that you may incur as a result of selection and access of these links and advertisements.

Additionally, as your financial information is collected and stored by our third-party payment processors, we shall not be liable for any pecuniary and non-pecuniary losses or damages as a result of any misuse, breach, compromise, loss or malicious or illegal activity of your financial information by our third-party payment processors. Any and all liability for such activity against the third-party payment processor rests with the terms and conditions, and privacy policy of the third-party payment processor, to which you are bound by.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless us, our affiliates and representatives, as well as our directors, officers, employees and agents against any liability that we may suffer or incur as a result of your conduct, activity or misuse of our services, websites, mobile sites and/or mobile applications, or violation of this Agreement. We reserve the right to control and assume the exclusive defence of any matter caused by your wrongdoing, in which case you agree to assist and cooperate with us for the defence of the matter, and indemnify and hold us harmless.

AMENDMENTS

We reserve the right and at our sole discretion to amend, modify or replace any part of the Agreement. We will notify you of any amendments and modifications to, or replacements of the Agreement via various means including postings on the website, email notification to you and other such means. Your continued usage of our services and website constitutes acceptance of the amended, modified or replaced Agreement.

MAINTENANCE

From time to time, we may upgrade or perform maintenance of our services, websites, and mobile sites. In such cases, some or all of our services and some or all parts of our websites, mobile sites and/or mobile applications may have limited or restricted access. We will provide you with notice of any such disruptions caused by upgrades or maintenance of our services and websites, mobile sites and/or mobile applications. We shall not be responsible or liable for any pecuniary or non-pecuniary loss or damages caused to you as a direct or indirect result of the disruption of our services and access to our websites, mobile sites and/or mobile applications.

ASSIGNMENT

This Agreement is binding upon you and is not assignable or transferable without our explicit and written consent. We may assign or transfer any of our rights to any third party without your consent.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. You and us hereby irrevocably adhere to the jurisdiction of the courts of the Province of Ontario.

SEVERABILITY

Any provision of this Agreement which is found to be prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement.

ABOUT US

Dealiem is a platform that allows you to connect with service providers and/or restaurants to stay informed about deals, promotions, discounts and features offered by the service providers and/or restaurants. Dealiem is in no form or manner involved in the actual service provider experience, promotions and/or discounts provided by the service providers and/or restaurants. Dealiem is an independent party for all purposes, and is not involved in the actual relationship, beyond what is indicated in this agreement, between you and the service providers and/or restaurants.

Dealiem shall in no form or manner act on behalf of the service providers and/or restaurants, and vice versa. However, we may, at our sole discretion, from time to time, add and remove certain service providers and/or restaurants. Additionally, Dealiem may from time to time, collect compensation from the dine-in service providers and/or restaurants for using our services.