

## General Terms and Conditions

Version: 25 August 2021

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### Article 1. Definitions

1.1. In these General Terms and Conditions, the following terms have the following meanings:

<b>Agreement:</b>	the agreement between the Customer and Startselect regarding the supply of the Service. For greater certainty, the Agreement includes the General Terms and Conditions.
<b>Code(s):</b>	the digital code(s) made available by Startselect through the Platform which can be redeemed by the Customer and which give entitlement to the delivery of a product (the 'content') or underlying service of the Partner.
<b>Customer:</b>	the private person who is not acting in the course of a profession or business, who is at least 18 years of age or the age of majority in their jurisdiction and enters into an Agreement with Startselect.
<b>General Terms and Conditions</b>	These general terms and conditions.
<b>Right of Cancellation:</b>	the legal right of the Customer to dissolve the Agreement.
<b>Service:</b>	Startselect's service which may include: i) advertising, selling and delivering the Code to Customers through the Platform ("Buy-Sell model"); or ii) advertising, selling and delivering the Code to Customers through the Platform on behalf of the Partner ("Agency model").
<b>Partner</b>	the party the Customer can redeem the purchased Code(s) in exchange for specific products and/or services.
<b>Platform</b>	any Startselect website and/or mobile application, intended for use in Canada, on which the Service is provided.
<b>Startselect</b>	Startselect B.V.

### Article 2. General Terms and Conditions

- 2.1. These General Terms and Conditions apply to every Agreement between Startselect and the Customer that has been reached via the Platform. These General Terms and Conditions may be subject to change. The amended General Terms and Conditions shall be effective from and after the date that they are posted on the Platform. Any purchases made on the platform will be subject to the version of the General Terms and Conditions that are in force at the time that the purchase is made.
- 2.2. By placing an order, the Customer acknowledges that, in addition to these General Terms and Conditions, the Partner's general terms and conditions may also apply. In such case, Startselect will inform the Customer of the

applicability and location of the Partner's general terms and conditions.

**Article 3. Startselect Services**

- 3.1. The Service is provided to the Customer via either the “Buy-Sell model” or the “Agency model”. For each Code, the model through which the delivery takes place is shown under the product information on Startselect's Platform. The provisions of these General Terms and Conditions apply to both models unless explicitly stated otherwise.
- 3.2. The "Buy-Sell model" means that Startselect sells and delivers the Code directly to the Customer. The purchase of the Code is between the Customer and Startselect.
- 3.3. The "Agency model" means that Startselect sells and delivers the Code to the Customer on behalf of the Partner. The Customer acknowledges that in this case the purchase of the Code is between Customer and Partner and that Startselect is not and will not be a part of such purchase. In such purchase, Startselect only acts as an intermediary for the Partner. Depending on the payment method chosen, Startselect may charge the Customer a payment surcharge in connection with such payment method.
- 3.4. Startselect may make a “Gift Service” available through either the Buy-Sell model or the Agency model. With this Gift Service, the Customer purchases a Code for someone else, a third-party recipient. Startselect sends the purchased Code only to the third-party recipient. The purchase agreement for the Code is conducted between the Customer and Startselect. However, the Customer does not receive the Code themselves.

**Article 4. Products and Pricing**

- 4.1. Advertisements on the Platform: (a) are invitations for the Customer to make an offer to purchase a Code, and (b) are not intended to be offers to sell a Code to the Customer. The Customer’s properly completed purchase order constitutes Customer’s offer to purchase a Code. Startselect may accept or reject such offer at its sole discretion.
- 4.2. The product descriptions for the Codes contain a complete and accurate description of the Codes. The description and information about the Code are based on the information provided by the Partners.
- 4.3. The prices on the Platform are inclusive of HST, GST, PST, QST, and any other taxes and additional charges.
- 4.4. The images displayed on the Platform are for illustration and identification purposes only.
- 4.5. For greater certainty, obvious mistakes or errors in product descriptions for Codes, including but not limited to the price, shall not be honored.
- 4.4. If a Code has a limited period of validity (to the extent permitted by applicable law) or is subject to (additional) conditions, this will be explicitly stated on the Platform.

**Article 5. Order Process and Agreement**

- 5.1. Before an order can be placed via the Platform, the Customer is given the opportunity to create an account to facilitate and track purchases. In order to do so, the Customer is asked to enter certain information and to choose a password. The Customer is responsible for providing the correct data and for keeping the account protected from unauthorized access.
- 5.2. By placing an order via the Platform, the Customer guarantees that:
  - a) they have reached the age of 18 or the age of majority in their jurisdiction;
  - b) they are authorized to enter the Agreement; and
  - c) they are located in Canada.
- 5.3. The Agreement is established at the moment the Customer submits an order for a Code on the Platform.

**Article 6. Payment**

- 6.1. The Customer can choose different payment methods when ordering. At the beginning of the ordering process and before the conclusion of the Agreement, the various payment methods will be shown to the Customer.
- 6.2. Given the type of Service provided by Startselect, full payment of the price by the Customer is required before the Code is provided.

In some cases, Startselect carries out an additional identity verification check to avoid any fraud. In the event of a negative outcome of the check, Startselect reserves the right to refuse delivery of the Code despite any payment received from the Customer.
- 6.3. In the event of a correct and timely dissolution of the Agreement in accordance with Article 8.3, or in the event of a failure of the identity verification check in accordance with Article 6.2, Startselect shall reimburse the amount paid by the Customer as soon as possible, but no later than 14 calendar days following the day on which the Customer has notified Startselect of the dissolution. Purchases cannot otherwise be cancelled, and payment will not otherwise be refunded, unless otherwise required by applicable law.
- 6.4. Startselect will use the same method of payment for reimbursement as the Customer has used, unless the Customer expressly agrees to a different method. This refund is free of charge for the Customer.
- 6.5. All purchases are in Canadian dollars.

#### **Article 7. Order Cancellation**

- 7.1. Purchases cannot be cancelled after being made, and payment will not otherwise be refunded, except as expressly set out in Article 6.3, unless otherwise required by applicable law.

#### **Article 8. Delivery of the Code**

- 8.1. The Code is delivered in two ways, (i) via the e-mail address that the Customer has provided to Startselect, and/or (ii) via the direct display of the Code on the Customer's (computer) screen. When displaying the Code on the (computer) screen, the Customer will also receive an e-mail confirming delivery. Startselect is not responsible or liable for any damage resulting from the provision of an incorrect e-mail address by the Customer.
- 8.2. Startselect shall deliver the Code to the Customer as soon as possible, but in any event within 1 hour after receipt of payment from the Customer. However, the time at which payment is received depends on the chosen method of payment. Payment by certain methods - such as bank transfers, PayPal, Skrill and credit card - can take between 1 and 5 working days to process (depending on the bank and the chosen payment methods). Delivery will occur only after payment is received.
- 8.3. If the Code is not delivered within the time limit set out in Article 8.2, or if the Agreement cannot or can only partially be performed, the Customer will be notified of this by Startselect no later than 2 (two) calendar days after receipt of the payment. In such case, the Customer has the right to terminate the Agreement free of charge and Startselect will reimburse the amount paid by the Customer as soon as possible, but at the latest within 14 calendar days following the day on which the Customer has notified Startselect of the termination.
- 8.4. Each Code is unique and can only be redeemed once with a Partner. Reproduction, modification and/or resubmission of the Code is considered fraudulent and is not permitted.
- 8.5. If the Customer has used the Gift Service and has purchased a Code for a third-party recipient, the provisions of Article 8 apply to the recipient, it being understood that the Code is only sent to the third-party recipient and not to the Customer.

#### **Article 9. Conformity**

- 9.1. If the Code is supplied according to the "Buy-Sell model", Startselect guarantees that the Code complies with the specifications stated on the Platform, with the reasonable requirements of reliability and/or usability and with the legal provisions and/or government regulations that existed on the date on which the Agreement was established.
- 9.2. If the Code is provided according to the "Agency model", the general terms and conditions of the Partner apply with regard to the conformity of the Code. Without prejudice to the above, if, after delivery of the Code, it appears that

the Code is not valid, cannot be redeemed or does not work, the Customer may contact Startselect's customer service in one of the methods described in Article 11.

- 9.3. Startselect is never a party to the agreement or legal relationship between Partner and Customer whereby the Code is redeemed for a product or underlying service of the Partner. Startselect can therefore not be held responsible and be obliged to supply the product or the underlying service of the Partner.
- 9.4. The Customer is responsible for ordering the correct Code. Startselect cannot be held responsible or liable for the Customer ordering the wrong Code.

#### **Article 10. Complaints Procedure**

- 10.1. Startselect has a complaints procedure and will handles complaints accordingly.
- 10.2. Submitted complaints will be dealt with by the customer service within a reasonable time. The Customer can expect that the customer service gives a substantive response in a timely manner, but no later than 14 calendar days after receipt of the complaint.

#### **Article 11. Identity and Customer Service**

11.1. The company:	Startselect B.V., doing business as Startselect
Business Address:	Hoevenweg 19, 5652 AW Eindhoven, The Netherlands
E-mail address:	<a href="mailto:support@startselect.com">support@startselect.com</a>
Dutch Chamber of Commerce number:	52837610
ARN identification number:	300018337755

- 11.2 With questions and/or remarks, the Customer can reach Startselect's customer service in the following ways.

Via e-mail:	<a href="mailto:support@startselect.com">support@startselect.com</a>
Via post:	Startselect B.V., Hoevenweg 19, 5652 AW Eindhoven, The Netherlands

- 11.3 Customer service availability times are listed on the Platform. On public holidays, there are adjusted availability times.

#### **Article 12. Applicable Law**

THE FOLLOWING PARAGRAPH DOES NOT APPLY TO QUEBEC CONSUMERS

- 12.1. The Agreement between Startselect and the Customer to which these General Terms and Conditions relate is governed by Dutch law, without prejudice to any additional protection based on mandatory provisions of the law of the Customer's country.

THE FOLLOWING PARAGRAPH DOES NOT APPLY TO QUEBEC CONSUMERS

- 12.2. All disputes relating to or arising from an Agreement or these General Terms and Conditions shall be submitted to the District Court of Oost-Brabant, the Netherlands, unless the law expressly designates another court as authorised to do so.

#### **Article 14. General**

- 13.1. If any provision contained in the Agreement determined unenforceable, then such provision will be severed and replaced with a new provision that most closely reflects the intent of the original provision, and the remaining provisions of the Agreement will remain in full force and effect.
- 13.2. No waiver of any provision of the Agreement shall be effective except pursuant to a written instrument signed by Startselect expressly waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

- 13.3 The Customer agrees that no joint venture, partnership, employment, or agency relationship exists between Customer and Startselect as a result of the Agreement and/or the use of the Services or Platform by the Customer.
- 13.4 The Customer may not assign any right, interest, or benefit provided under the Agreement.
- 13.5 The Agreement sets forth the entire agreement between the Customer and Startselect, and supersedes any and all prior communications, agreements and proposals, whether electronic, oral or written, between the Customer and Startselect with respect to the Services and the use of the Platform. A printed version of the Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.