

## **BENZO CAFE MOBILE APP TERMS OF SERVICE**

**Last Updated:** July 23, 2025

Please read these Terms of Service ("Terms") carefully before using the Benzo Cafe mobile application (the "App"), operated by Benzo Cafe ("us," "we," or "our").

By accessing or using the App, you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the App.

### **1. Accounts**

1.1. When you create an account with us, you must provide us with information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our App.

1.2. You are responsible for safeguarding the password that you use to access the App and for any activities or actions under your password, whether your password is with our App or a third-party service.

1.3. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

1.4. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

### **2. Ordering and Payment**

2.1. The App allows you to place orders for Benzo Cafe products for pickup or delivery (if offered).

2.2. All prices listed on the App are in Canadian Dollars (CAD) and are subject to applicable taxes. Prices are subject to change without notice.

2.3. By confirming your order, you agree to pay the total amount indicated, including the price of products, applicable taxes, and any delivery fees or service charges.

2.4. Payments are processed securely through our third-party payment processor, **Moneris**. Benzo Cafe does not store your full payment card details on its servers.

2.5. Once an order is placed and confirmed, it is generally considered final.

### **3. Cancellations and Refunds**

3.1. Our policy regarding order cancellations and refunds is outlined in our separate [Link to your Refund/Cancellation Policy, or state "Refund and Cancellation Policy" here if you plan to include it in these terms]. Please review this policy carefully before placing an order.

3.2. Generally, cancellations and refunds are at the discretion of Benzo Cafe and depend on the stage of order preparation. Please contact +1(604)816-5344 immediately for any cancellation or refund requests.

#### **4. Intellectual Property**

4.1. The App and its original content (excluding content provided by users), features, and functionality are and will remain the exclusive property of Benzo Cafe and its licensors.

4.2. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Benzo Cafe.

#### **5. Prohibited Uses**

5.1. You may use the App only for lawful purposes and in accordance with these Terms. You agree not to use the App:

- \* In any way that violates any applicable federal, provincial, local, or international law or regulation.
- \* For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way.
- \* To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- \* To impersonate or attempt to impersonate Benzo Cafe, a Benzo Cafe employee, another user, or any other person or entity.
- \* To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the App, or which, as determined by us, may harm Benzo Cafe or users of the App or expose them to liability.

#### **6. Disclaimer of Warranties**

6.1. Your use of the App is at your sole risk. The App is provided on an "AS IS" and "AS AVAILABLE" basis. The App is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

6.2. Benzo Cafe does not warrant that a) the App will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the App is free of viruses or other harmful components; or d) the results of using the App will meet your requirements.

#### **7. Limitation of Liability**

7.1. In no event shall Benzo Cafe, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the App; (ii) any conduct or content of any third party on the App; (iii) any content obtained from the App; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

#### **8. Indemnification**

8.1. You agree to defend, indemnify and hold harmless Benzo Cafe and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the App, by you or any person using your account and password; or b) a breach of these Terms.

## **9. Governing Law**

9.1. These Terms shall be governed and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to its conflict of law provisions.

9.2. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

## **10. Changes to These Terms**

10.1. We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

10.2. By continuing to access or use our App after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the App.

## **11. Contact Us**

11.1. If you have any questions about these Terms, please contact us at:

**Benzo Café Email:** [management@benzocafe.com](mailto:management@benzocafe.com)

**Address:** 4429 Hastings St, Burnaby, BC V5C 2K1

**Phone:** +1(604)816-5344