

Terms and Conditions of Service

Introduction

Unattended Markets Corporate Ltd., Aisle 24 (“**UMC**”, “**we**”, “**us**”) provides website features and other products and services when you visit the UMC website (the “**Site**”), the UMC mobile application (the “**App**”) or when you purchase items from Aisle 24 Markets or Aisle 24 Express (the “**Stores**”). These Terms & Conditions of Service (the “**Terms**”) govern your access to and use of the Site, the App and other products or services that we may provide (collectively, the “**Services**”). “**Account Holder**” means anyone who has an Account, as described below. “**User**” means anyone who is an end-user of the Services, including guests of Account Holders. Please read these Terms carefully. Creation of your Account or use of the Services are conditional upon your prior acceptance of the Terms. The Terms create an enforceable contract between you and UMC. By using the Services or creating the Account, you signify your acknowledgement and consent to be bound by these Terms, including without limitation, all terms in our Privacy Notice, described below, regarding our collection, use and storage of data. We shall be entitled to unilaterally modify these Terms from time to time, in which event UMC shall make commercially reasonable efforts to notify you in respect of any material changes. Notwithstanding the foregoing, your continued use of the Services after any changes are made to these Terms will be deemed acceptance of such amended or updated Terms. If you do not agree to any of these Terms, you must refrain from using the Services.

Use of Services

Your access to and permission to use the Services granted by UMC hereunder is strictly for your own personal use. You may not use the Services in connection with any commercial endeavor or for any commercial purpose. You may not create more than one Account per individual or on any mobile device, and you may not access any Account other than your own. UMC may, in its sole discretion and at any time, discontinue providing the Services or any part thereof without notice. Use of and access to the Services is void where prohibited by law. By using the Services, you represent and warrant that (a) any and all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older, and (d) your use of the Services does not violate any applicable law or regulation or any other obligation. [If you are under 18, you may use the Services only with the involvement of a parent or guardian.] We reserve the right to accept or refuse registration of your Account at our discretion. You may not transfer or assign your Account except as allowed in these Terms. You are not permitted to purchase products for the purpose of resale, rental, or to ship to your customers or potential customers.

Electronic Communications

You consent to receive communications from us electronically, such as emails, texts, mobile push notices, or notices and messages on the Site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement

that such communications be in writing.

Account Registration

You must create an account to become an Account Holder by registering on the Site or the App (an “**Account**”). By creating an Account, you represent and warrant that such account is yours and you have full right and authority to provide us with the information in such account according to the terms and conditions of those services. We may terminate your use of the Services without notice if others use your Account inappropriately, or if you or anyone using your Account violates these Terms. If your Account is terminated, you may not rejoin the Services again without our express permission. You agree to immediately notify us via e-mail at support@unattendedmarkets.com if you become aware of any unauthorized use of your Account. Notwithstanding the receipt of any notice by us, you are and remain fully and solely liable and responsible for the use and security of your computer system(s), mobile device(s) and any and all activity on your Account, even if you were not aware of or did not authorize such activity. UMC will not be liable for any losses or damages arising to you or any other person from unauthorized use of your Account or the Services, and you agree to indemnify and hold UMC harmless for any improper, illegal or unauthorized use of your Account or the Services, and any liabilities, damages, claims, charges, taxes, penalties or other costs incurred by UMC, you or any other person as a result thereof.

Purchasing at a Store

The Services can be used at participating Stores. We reserve the right to add or remove participating Stores at any time at our sole discretion and will use reasonable commercial efforts to publicize such changes using appropriate channels.

You must be an Account Holder to purchase items from a Store. The Store reserves the right to decline the sale of any item to any User who does not have an Account or whose Account does not have a valid default payment method at that time. The App functions as a tool for purchasing items at a participating Store, managing payment methods, reviewing receipts for purchases and viewing past purchases. You can use your Account to purchase items for you and your guests at a Store. Anything you (or your guests) take from a shelf will be charged to your Account. You agree to be charged for all the items selected and taken by you and your guests using the default credit card payment option in your App or your Account. If you do not wish to purchase an item you or your guests took, you must return the item to the original location you took it from. If you take items from a shelf for another shopper, the items will be charged to your Account and you agree to pay for such items. If, for whatever reason, an item taken by you or your guests was not charged to your Account, you agree to return the item to the Store where it was taken or be charged for the item.

The availability, price and selection of items made available for purchase by a User will vary depending on the Store and shall be at UMC’s sole discretion. We may change the price and selection of items available at any Store at any time. UMC is not responsible for and disclaims

any liability in respect of any Store's or staff's or any third-party's customer service, quality standards, item selection, availability, prices or accuracy of descriptions of items offered. UMC shall not be responsible or liable to Users, their guests or anyone else in respect of actions, errors or omissions of any Store, its staff and/or by any third-parties.

Code of Conduct at a Store

1. You must be an Account Holder to enter a Store.
2. You must use an Account to purchase items from a Store.
3. You agree to pay for all items you take from a Store.
4. You agree to assume responsibility for any guests you bring to a Store, including paying for all items taken by them.
5. You must return items not being purchased to their original locations.
6. You agree to return to the Store any item you took from a Store that was not charged to your Account, for whatever reason.
7. Running, horseplay or rough activities is not allowed in or near the Stores. You agree to supervise any guests you bring to a Store so that they do not engage in such activities while in or near a Store. You will be held liable for any damages or injury resulting from such behaviours and all related costs to recover such damages.
8. You agree to be recorded by audio and video equipment while you are at our Store and your location and identity recorded. You consent to having the audio, video and location recording used by UMC for identification or any other purpose.
9. We reserve the right to remove any User for violating any of the above rules, and to pursue criminal or civil actions against Users who engage in illegal, disruptive, destructive, or inappropriate behaviour while at a Store.

Notice of Photography and Video/Audio Recording

When you enter a Store, you enter an area where photography, audio, and video recording will occur. By entering a Store, you consent to photography, audio recording, video recording and their release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, telecasts, advertising, inclusion on websites, or any other purpose by UMC and its affiliates and representatives. You release UMC, its directors, officers and employees, and each and all persons involved from any liability connected with the taking, recording, digitizing, or publication of photographs, computer images, video, sound recordings and/or location data.

By entering a Store, you waive all rights you may have to any claims for payment or royalties in connection with any exhibition, streaming, web casting, televising, or other publication of your image or other materials, regardless of the purpose or sponsoring of such exhibiting, broadcasting, web casting, or other publication and irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video, or audio recording taken by UMC or the person or entity designated to do so by UMC.

You have been fully informed of your consent, waiver of liability, and release before entering a Store.

Termination of Account

You acknowledge and agree that UMC may for any reason, in its sole discretion and without notice, terminate your Account and your status as an Account Holder, and remove from the Services any content associated with your Account. Grounds for such termination may include (i) extended periods of inactivity, (ii) violation of the letter or spirit of these Terms, (iii) unreasonable use of the Services, (iv) fraudulent, harassing or abusive behavior, (v) behavior that is harmful to other Users, third parties, UMC property or the business interests of UMC, or (vi) any unauthorized use of your Account or the Services. If UMC believes, in its sole discretion, that a violation of these Terms or any illegal, inappropriate or unauthorized use of your Account has occurred, we may take any other corrective action we determine necessary or advisable. We reserve the right to investigate suspected violations of these Terms or illegal, inappropriate or unauthorized use of your Account or the Services. In the case of fraud, misrepresentation, abuse or violation of these Terms, UMC reserves the right to immediately close your Account or terminate your ability to use the Services and may take all available legal or administrative action. UMC is not responsible and shall have no liability for any damage or loss, including loss of life, resulting from the use or intended use by you or any other person of your Account or the Services. You may request termination of your Account at any time and for any reason by sending an email to support@unattendedmarkets.com. Any suspension, termination, or cancellation shall not affect your obligations to UMC and any of UMC's licensees under these Terms (including but not limited to ownership, indemnification, and limitation of liability), all of which shall survive such suspension, termination, or cancellation.

Refunds

UMC shall have no obligation to provide refunds to you for items that were charged to your Account. UMC may review refund requests and determine to process refunds in specific cases as UMC may determine in its sole and absolute discretion, including where an Account Holder reasonably demonstrates that an item was incorrectly charged to his/her Account due to the fault of UMC, the App or some other cause under UMC's control. You must request a refund within 5 days of purchase.

Intellectual Property

UMC owns and is licensed to provide the Services, including all worldwide intellectual property rights in the Services, and the trademarks, service marks, and logos contained therein. Except as expressly permitted herein, you may not copy, modify, duplicate, distribute, display, perform, sublicense, republish, retransmit, reproduce, create derivative works of, transfer, sell or otherwise use the Services or any information, materials, forms, and data available through or displayed on the Services. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights incorporated in the Services. All trademarks are trademarks or registered

trademarks of their respective owners. Nothing in these Terms grants you any right to use any trademark, service mark, logo, or trade name of UMC or any third party for any purpose.

Restrictions

Except as set forth expressly herein, you shall not, and shall not permit any third party, to (a) decipher, decompile, disassemble, or reverse engineer or attempt to find the underlying code of the Services or the App; (b) circumvent, disable, or otherwise interfere with security-related features of the Services, the App or features that prevent or restrict use or copying of any content related to the Services or the App; (c) use the Services or the App in connection with any commercial endeavors in any manner; (d) use any robot, spider, site search or retrieval services, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Services or the App; (e) harvest, collect or mine information about other users of the Services or the App; (f) use or access the account, password or other information pertaining to any other User; (g) modify the Services or the App, or in any other way manipulate the Services or the App; or (h) modify, frame, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate to any third party or on any third-party web site, or otherwise use the Services or the App except as expressly permitted by these Terms.

Disclaimers and Disclaimer of Warranty

Your use of the Services, the App or the Site is at your sole discretion and risk. The Services, the App and the Site are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind from UMC. You should always check any information provided through the Services, the App or the Site to ensure its accuracy. UMC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SERVICES, THE APP OR THE SITE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. UMC DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SERVICES, THE APP OR THE SITE; OR (II) THAT THE SERVICES, THE APP OR THE SITE WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY THE SERVICES, THE APP OR THE SITE. UMC FURTHER EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY TO ANY USER OR ANY OTHER PERSON FOR LOST, DELAYED OR INCORRECT COMMUNICATIONS OR FOR ANY FAILURE OF THE SITE OR THE APP, FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY COMPUTER ONLINE SYSTEMS, SERVERS, ACCESS PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF ANY E-MAIL, REFERRALS OR OTHER COMMUNICATIONS TO BE RECEIVED BY UMC ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE, OR ANY COMBINATION THEREOF INCLUDING ANY INJURY OR DAMAGE TO A USER'S (OR ANY OTHER PERSON'S) COMPUTER OR ELECTRONIC DEVICE RELATED TO OR RESULTING FROM ANY USE OF THE SERVICES, OR ANY OTHER PROGRAM, FEATURE OR OFFERING MADE AVAILABLE BY UMC, A STORE

OR ANY OTHER PARTY HEREUNDER. Content on the Services, the App and/or the Site originates from a variety of sources. UMC attempts to be as accurate as possible. HOWEVER, UMC DOES NOT REPRESENT OR WARRANT THAT ANY ESTIMATION OR DESCRIPTION IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. We reserve the right to correct any errors, inaccuracies or omissions and to change or update the information at any time without prior notice (including after you have submitted an order). WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER USERS (INCLUDING UNAUTHORIZED USERS) OR OF ANY PERSONS WORKING FOR OR REPRESENTING UMC, WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE SERVICES, THE APP, THE SITE OR OTHERWISE. No advice or information, whether oral or written, obtained by you from UMC, shall create any representation or warranty not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you. UMC content and related information is made available to Users for information purposes only. While we use commercially reasonable efforts to keep our information up-to-date, we make no guarantee of its completion or accuracy. We welcome feedback from users about any UMC content.

Limitation of Liability

IN NO EVENT SHALL UMC OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS OR ANY OF THEIR AFFILIATES BE LIABLE TO YOU FOR ANY INJURY, LOSS OR DAMAGES WHATSOEVER (COLLECTIVELY "DAMAGES"), INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES, THE APP OR THE SITE OR ITS CONTENT, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH THE SERVICES, THE APP OR THE SITE, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT UMC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL UMC'S CUMULATIVE LIABILITY TO YOU EXCEED AMOUNTS PAID TO UMC FOR USE OF THE SERVICES, THE APP OR THE SITE. IF YOU HAVE NOT MADE ANY PAYMENTS TO UMC FOR THE USE OF THE SERVICES, THE APP OR THE SITE, UMC SHALL NOT HAVE ANY LIABILITY TOWARDS YOU. In addition to the foregoing, UMC is not responsible or liable for any error, omission, interruption, deletion, defect, delay in operation or transmission, or communications line failure. UMC is not responsible or liable for any problems or technical malfunction of any telephone or cellular phone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the Internet or on the Services, including any injury or damage to users or to any person's mobile device or computer related to or resulting from participation or downloading materials in connection with the Services, the App or the Site. UNDER NO CIRCUMSTANCES SHALL UMC BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE SERVICES, THE APP OR THE SITE, FROM ANY CONTENT POSTED ON OR THROUGH THE SERVICES, THE APP OR THE SITE, OR FROM THE CONDUCT OF ANY USERS OF THE SERVICES, THE

APP OR THE SITE, WHETHER ONLINE OR OFFLINE.

Indemnification

You agree to indemnify, defend, and hold harmless UMC and its respective directors, officers, employees, representatives, subcontractors and agents of each, against any and all liabilities, claims, damages, costs or expenses (including attorneys' fees on a solicitor and client basis) that arise directly or indirectly from: (a) any breach of these Terms by you or anyone using your Account (with or without your consent); (b) any claim, loss or damage experienced by you or any other person from your use or attempted use of (or inability to use) the Services, the App or the Site, including any transactions that you conduct or attempt to conduct; (c) your violation of any law or regulation applicable hereto; (d) your infringement of any right of any third party; and (e) any other matter for which you are responsible, directly or indirectly, hereunder or under law. You agree that your use of the Services, including, without limitation, provision of services in connection with the Services, shall be in compliance with all applicable laws, regulations and guidelines.

Miscellaneous

These Terms are governed by the laws of the Province of Ontario exclusive of its choice of law rules. Your use of the Services, the App and/or the Site may also be subject to other local and/or federal laws. Any action to be brought in connection with these Terms or the Services shall be brought exclusively in the courts in Ontario and you irrevocably consent to their exclusive jurisdiction. Any cause of action against UMC must be brought within 1 year of the date such cause of action arose. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision that most closely achieves the effect of the original provision, and the remaining provisions in these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, trust or partnership relationship between you and UMC or authorizes you to act on behalf of UMC. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between you and UMC pertaining to the subject matter hereof, and any and all other agreements existing between you and UMC relating thereto are hereby cancelled. UMC may assign its rights and obligations hereunder to any third party without prior notice. You may not assign any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void and unenforceable. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If we are required to provide notice to you hereunder, we may provide such notice to the email account or account of any social networking site that you provided upon registration.

Privacy Notice

UMC respects your concerns about privacy. This Privacy Notice (the "**Privacy Notice**") applies to personal consumer information obtained by UMC, including through the Site, the App or in

connection with the Services. The Privacy Notice describes the types of personal information UMC obtains about its consumers, how UMC uses the information and with whom UMC may share it. The Privacy Notice also describes the measures UMC will take to protect the security of the information and how you can contact UMC about UMC's privacy practices. The Services are for individuals who are 18 years of age or older and are not intended for children. Therefore, we do not knowingly collect personal information from anyone under 18 years of age.

Information We Obtain

We obtain personal information about you through the Services and from our affiliates and/or business partners. The types of personal information we obtain may include:

- Contact information (such as name, postal address, email address, telephone and/or mobile numbers);
- Username and password when you register through our Services;
- Geolocation data;
- Purchase transaction data and other data provided by our business partners that we match to you through information you have provided to us, such as contact information or other identifying information;
- Credit card or other payment-related information;
- Contact information for friends or other people you would like us to contact; and
- Other information you may provide to us.

Information Obtained by Automated Means Through Our Services

We may also obtain certain information through our Services by automated means, such as cookies (including HTTP, HTML5), web beacons, web server logs, JavaScript and similar technologies, including technologies designed to obtain information regarding your use of our Services. The information we obtain in this manner may include IP address, mobile device advertising ID, browser characteristics, device characteristics, operating system, language preferences, referring URLs, information on actions taken on our Services, and dates and times you access or use the Services. In connection with the App, we also may obtain your phone number and details about your mobile carrier. A "cookie" is a file that websites send to a visitor's computer or other Internet-connected device to uniquely identify the visitor's browser or to store information or settings in the browser. A "web beacon" also known as an Internet tag, pixel tag or clear GIF, links web pages to web servers and their cookies and may be used to transmit information collected through cookies back to a web server. Through these automated collection methods, we obtain "clickstream data," which is a log of the links and other content on which a visitor clicks while browsing a website. As the visitor clicks through the website, a record of the action may be collected and stored. We also may use similar automated means to obtain and store information regarding your actions while using the App. We may link certain data elements

obtained through automated means, such as your browser or device information, with other information we have obtained about you to let us know, for example, whether you have opened an email we sent to you, what search queries you may have run and what advertisements you may have seen on our Services or on third-party websites and apps. Your browser may tell you how to be notified when you receive certain types of cookies or how to restrict or disable certain types of cookies. Please note, however, that without cookies you may not be able to use all of the features of our Services. Your device settings may also allow you to prohibit mobile app platforms (such as Apple and Google) from sharing certain information obtained by automated means with app developers such as UMC. In addition, if you register for the App or connect your Account to a third-party social media network (such as Facebook or Twitter), we may obtain certain information about you from the relevant social media network, such as your user ID and/or user name associated with that social media network, the information contained in your public profile on the social media network and friends lists. The specific information we obtain depends on your privacy settings on the applicable social media network. The providers of third-party apps, tools, widgets and plug-ins on our Services, such as social media sharing tools, may also use automated means to collect information regarding your interactions with these features. This information is collected directly by the providers of those features and is subject to the privacy policies or notices of those providers. UMC is not responsible for those providers' information practices.

How We Use the Information We Obtain

We may use the information collected from and about you to:

- Provide our products and services, such as coupon delivery services and offers based on your location;
- Create and manage online accounts;
- Send promotional materials, alerts regarding available offers and other communications, including communications through the Services and outside of the Services, such as via email and through third-party websites and apps;
- Communicate about, and administer participation in special events, promotions, programs, offers, surveys, contests and market research;
- Respond to inquiries from you and other third-parties, including inquiries from law enforcement agencies;
- Anonymize personal information to provide third-parties with aggregated data reports showing anonymized information and other non-personal information;
- Supplement your personal information collected from you with additional information from publicly and commercially available sources, and/or information from UMC affiliates and our business partners;
- Associate your browser and/or device with other browsers or devices you use for the purpose of providing relevant and easier access to content, advertising across browsers and devices, and other operational/business purposes;

- Operate, evaluate and improve our business (including developing, enhancing, analyzing and improving our Services; managing our communications; performing data analytics; and performing accounting, auditing and other internal functions);
- Protect against, identify and prevent fraud and other unlawful activity, claims and other liabilities, including to protect against offer stacking and enforce other offer restrictions; and
- Comply with and enforce applicable legal requirements, relevant industry standards, contractual obligations and our policies.

In addition, we and our third-party service providers may use information collected through automated means including cookies, web beacons, web server logs, JavaScript and similar technologies for purposes such as (1) customizing our users' visits to and use of our Services, (2) delivering content (including advertising) tailored to our users' interests and the manner in which our users use our Services, and (3) managing our Services and other aspects of our business. We may use third-party analytics services on our Services, such as those of Google Analytics. The analytics providers that administer these services use technologies such as cookies, web beacons, web server logs and similar technologies to help us analyze your use of the Services. The information collected through these means may be disclosed to these analytics providers and other relevant third-parties who use the information, for example, to evaluate use of the Services. To learn more about how to opt out of Google Analytics services, please visit <https://tools.google.com/dlpage/gaoptout> . We also may use your personal information in other ways for which we provide specific notice at the time of collection.

Interest-Based Advertising

On our Website, App and/or emails, we and our third-party service providers may obtain information about your activities to provide you with advertising about products and services tailored to your individual interests. We and our third-party service providers may also obtain information for this purpose from third-party websites and apps. This section of our Privacy Notice provides details and explains how to exercise your choices. We engage third-party advertising networks to help us target our messaging to visitors through interest-based and contextual means. Through these ad networks, we can track your activities over time (including across third-party websites and apps) by obtaining information through automated means, as described above. The networks use this information to show you advertisements on our Services or other third-party websites and apps that may be tailored to your individual interests. The information our ad networks may obtain on our behalf includes data about your visits to Stores, related websites and use of apps that serve UMC advertisements, such as the pages or ads you view and the actions you take on the websites or apps. This data collection takes place both on our sites, apps and emails and on third-party websites and apps that participate in these ad networks. This process also helps us track the effectiveness of our Services and our marketing efforts. **By using the Services hereunder, you hereby consent to our use of your information for**

interest-based advertising. Our sites are not designed to respond to “do not track” signals from browsers.

Text Messaging

If you so elect, you may provide your mobile phone number to UMC. By submitting your mobile phone number, you consent to receive text message alerts from UMC containing promotions, offers, contest and event information, or product information that may be sent using automated dialing systems (“**Text Messages**”). Your consent to receive Text Messages is not otherwise required to purchase or receive any goods or services from us. You may not consent to receive Text Messages on behalf of someone else or provide someone else’s phone number. You agree to enter into, sign and receive your consent to receive Text Messages electronically. You can contact us as set forth under “How to Contact Us” below to request a free copy of your consent. You may receive recurring Text Messages. We do not charge a fee for you to receive Text Messages from us; however, your mobile service provider may charge you for sending and/or receiving Text Messages and air-time, as well as any other standard applicable rates charged by your mobile service provider. Text Messages are distributed via third-party mobile network providers and, therefore, we cannot control certain factors relating to message delivery or guarantee availability or performance of this service, including liability for transmission delays or message failures. To receive help with Text Messages, you can contact us as set forth under the “How to Contact Us” Section below. We may also obtain the date, time and content of your messages in the course of your use of Text Messages. We will use the information we obtain in connection with our Text Messages in accordance with this Privacy Notice. From time to time you may be asked to provide your mobile phone number to UMC in connection with specific text messaging programs. Some text messaging programs may have additional or different terms and conditions from those set forth above, which will be presented to you at the time that you opt-in to receive those Text Messages. In general, in order to stop receiving Text Messages from a specific UMC text messaging program, you can text STOP to the short code for the text messaging program from which you no longer wish to receive messages (i.e., the number from which Text Messages are being sent). You will then receive confirmation of your opt-out from that text messaging program. This will only opt you out of the specific text messaging program associated with that short code. You will remain opted-in to any other UMC text messaging programs that you have signed up for. You may also choose not to receive Text Messages by contacting us as set forth under the “How to Contact Us” Section below and specifying that this is your preference.

Push Notifications and In-App Alerts and Updates

When you download the App, we may provide you with the option to opt-in to receive push notifications from UMC on your mobile device in connection with the App. These push

notifications may include promotional communications regarding UMC products and services. To opt-out of receiving these alerts and updates, you may uninstall the App from your mobile device.

Information We Share

We may share your personal information with:

- Our subsidiaries and affiliates, any of whom may use your personal information consistent with this Privacy Notice or for the subsidiary's or affiliate's own purposes, including marketing purposes.
- Service providers here or in the United States and other jurisdictions who perform services on our behalf.
- Our third-party clients or business partners, such as property owners of buildings where our Stores are located, consumer product companies and other third parties for those third parties' own marketing purposes, such as to serve targeted advertisements.

From time to time, using encryption technology, we may compare our consumer databases with our affiliates', clients' and/or partners' databases to identify overlap between the databases. When there is an overlap between databases, we may share with those affiliates, clients and/or partners information such as data collected via automated means, as described above, of the matched consumers. Those parties may use this information as permitted under their own privacy notices, including to contact consumers and/or to send targeted advertising or other promotional materials. In addition, when the information collected from or about you does not identify you as a specific person, we may share it with third-parties. In addition, we may disclose information about you (1) if we are required to do so by law or legal process, (2) to law enforcement authorities or other government officials, and (3) when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss, or in connection with an investigation of suspected or actual fraudulent or illegal activity. We also reserve the right to transfer personal information we have about you in the event of a proposed or completed sale or transfer of all or a portion of our business or assets (including in the event of a reorganization, dissolution or liquidation).

Your Choices

We offer you certain choices in connection with the personal information we obtain about you, such as how we communicate with you. To update your preferences, ask us to remove your information from our marketing mailing lists (such as UMC's periodic reminder emails) or submit a request, please contact us as outlined in the "How to Contact Us" Section below. You can also unsubscribe from our marketing mailing lists by following the "Unsubscribe" link in our emails.

Accessing, Reviewing, Updating and Modifying Personal

Information

You have the right to access, review, update, and correct inaccuracies in your personal information in our custody and control, subject to certain exceptions prescribed by law. You may request access, updates and corrections of inaccuracies in your personal information by emailing or writing to us at the contact information set out below. We may request certain personal information for the purposes of verifying the identity of the individual seeking access to their personal information records. To learn more about how to opt out of ad network interest-based advertising, please visit the consumer opt-out pages at <http://youradchoices.ca/choices>.

How We Protect Personal Information

We maintain administrative, technical and physical safeguards designed to protect the personal information we have about you against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use.

Transfers of Information

The Services may be hosted in and managed from a country outside the country in which you initially provided the information, including the United States. We may transfer the personal information we collect about you to the United States and/or another country, which may not be deemed to have the same data protection laws as the country in which you initially provided the information. When your personal information is in such countries, it may be accessed by the courts, law enforcement and national security authorities in accordance with applicable law. If you are a user located outside the United States or the country to which your information may be transferred, you understand and consent to having any personal information processed in the United States and/or such country. Your consent includes the use of cookies and other tracking technologies as described above. When we transfer your information, we will protect that information as described in this Privacy Notice.

Links to Third-Party Sites, Apps and Services

For your convenience and information, our Services may provide links to third-party sites, apps and services that may be operated by companies not affiliated with UMC. These companies may

have their own privacy notices or policies, which we strongly suggest you review. We are not responsible for the privacy practices of any non-UMC sites, apps or services.

Updates to Our Privacy Notice

This Privacy Notice may be updated periodically and without prior notice to you to reflect changes in our personal information practices. For significant changes, we will notify you by posting a prominent notice on our Services indicating at the top of the Privacy Notice when it was most recently updated.

How to Contact Us

If you have any questions or comments about this Privacy Notice or the manner in which we or our service providers treat your personal information, would like to exercise your choices, or would like us to update information we have about you or your preferences, please contact us at support@unattendedmarkets.com. We may transfer our databases containing your Personal Information if we sell our business or any part of it.