

heymate! Sign-up Terms & Conditions

We're excited to have you aboard heymate!. Before you sign up and start using our platform, please take a moment to review the following Terms & Conditions. These terms govern your use of heymate! and outline our rights, limitations, and responsibilities. By signing up, you agree to comply with these terms:

1. Account Creation:

- a. To use heymate!, you must create an account by providing accurate and up-to-date information.
- b. You are responsible for maintaining the confidentiality of your account credentials and for any activities that occur under your account.
- c. You agree to notify us immediately of any unauthorized use or suspected security breaches.

2. Customer App and Directory:

- a. Our customer app is designed to provide consumers with information on businesses in their area and beyond. As a business, taking advantage of this listing is free of charge and can offer significant benefits, including the growth of clientele and an increase in revenue. To ensure customers can easily find your business, we automatically generate a basic listing that includes your contact details.
- b. If you wish to opt out of this directory and have your business information removed, please contact us directly on +1 (604) 283-6816.
- c. Please note that opting out of the directory may limit your business's visibility to potential customers who use our app to find local businesses. We encourage you to consider the benefits of being listed in the directory and the potential growth opportunities it may bring to your business.
- d. If you have any questions or concerns about our directory or the inclusion of your business information, please reach out to us directly.

3. User Conduct:

- a. You agree to use heymate! in a lawful manner and comply with all applicable laws and regulations.
- b. You are solely responsible for any content you upload, post, or transmit through our platform and must ensure that it does not violate any third-party rights or applicable laws.

4. Intellectual Property:

- a. All intellectual property rights related to heymate!, including but not limited to trademarks, logos, software, and content, are owned by or licensed to us.
- b. You may not use, reproduce, modify, or distribute any of our intellectual property without our prior written consent.

5. Sharing of Information with CRM:

- a. When you sign up for our platform, we may share your provided details with a Customer Relationship Management (CRM) system that we select at our discretion. This CRM system helps us manage customer interactions and improve our services.
- b. Users with access to your business account that are marked as 'Administrators' will always have the option to adjust these settings within your account's settings page. This allows you to control your preferences and opt out of receiving marketing communications or having your data stored in the CRM system if you so choose.
- c. If you wish to opt out of this, please adjust your settings by managing your preferences and control how your information is used within our platform. It may take up to 30 days for these changes to be effected.
- d. Please note that opting out of marketing communications or data storage in the CRM system may limit certain functionalities or services we provide.

6. Data Privacy:

- a. Your privacy is important to us. Please refer to heymate!'s Privacy Policy for information about how we collect, use, and disclose your personal information.

7. Fees:

- a. heymate! is a free app for users to access and utilize. However, there is a one-time service fee associated with certain transactions conducted through our platform. It is important to clarify that this fee is paid by your customers and not by you as a business. The service fee is fixed at \$0.99, and it will be clearly disclosed to your customers at the time of their purchase.
- b. Please note that you are not responsible for collecting or remitting this service fee. It is solely the responsibility of the customers utilizing the heymate! platform to process transactions. This service fee only applies to transactions conducted online through our platform. In-person transactions or transactions conducted outside of the heymate! platform are not subject to this service fee.

8. Financial Benefit of Partner Integrations and Service Fee:

- a. As of the current date, hey mate! does not receive any financial benefit from providing you with partner integrations.
- b. It is important to note that this may change in the future. We will update these terms and conditions in the event that this changes.

9. Limitation of Liability:

- a. You understand and agree that hey mate! is provided on an "as is" and "as available" basis. We make no warranties or representations regarding the reliability, accuracy, or availability of our platform.
- b. We shall not be liable for any direct, indirect, incidental, consequential, or exemplary damages arising out of or in connection with your use of hey mate!, even if we have been advised of the possibility of such damages.

10. Third-Party and Government Information:

- a. hey mate! strives to provide you with valuable information obtained through third-party sources and government bodies to enhance the productivity and efficiency of your business processes. This information is intended solely for your benefit and is provided as a convenience.
- b. Please note that hey mate! acts as a facilitator in delivering this information to you and does not guarantee its accuracy, completeness, or timeliness. While we make every effort to ensure the quality and reliability of the information, we cannot be held responsible for any inaccuracies, errors, or omissions in the content provided.
- c. It is important to understand that you are solely responsible for evaluating and verifying the information obtained through third-party sources or government bodies. You should exercise your own judgment and discretion when relying on this information for your business operations.
- d. It is your responsibility to comply with any terms and conditions or legal obligations associated with the use of such third-party information. Any consequences or liabilities arising from the use or misuse of this information are solely your responsibility.

11. Indemnification:

- a. You agree to indemnify and hold hey mate!, its affiliates, and their respective officers, directors, employees, and agents harmless from any claims, damages, losses, or expenses (including attorneys' fees) arising out of or in connection with your use of the platform, violation of these Terms & Conditions, or infringement of any rights of third parties.

12. Third-Party Integrations:

- a. heyrate! may feature various integrations on our platform, some of which will be directly accessible within our interface, while others may redirect you to third-party websites or services. It is important to note that when you interact with these third-party integrations, you will be subject to their respective terms and conditions, privacy policies, and any other applicable agreements.
- b. We employ third party companies and individuals to administer and provide services on our behalf (such as companies that provide customer support, companies that we engage to host, manage, maintain, and develop our website, mobile applications, and IT systems, companies that help us process payments, companies that assist with food delivery on behalf of our Merchants, and companies that help us analyze your usage of our services for product improvement purposes). These third parties may use your information only as directed by heyrate! in a manner consistent with this Privacy Notice and are prohibited from using or disclosing your information for any other purpose.
- c. Please be aware that heyrate! does not assume any responsibility or liability for the terms and conditions, privacy policies, or actions of these third-party websites or services. Your use of such third-party integrations is solely between you and the respective third party, and you are encouraged to review their terms and conditions and privacy policies before engaging with them.

13. Partner Integrations:

- a. heyrate! integrates with various partners to augment the services provided to you as a user. Some of these integrations will appear directly on the heyrate! platform, while others may direct you to third-party websites or services. It is important to note that heyrate! is not responsible for the terms and conditions, privacy policies, or any other agreements of these third-party websites or services. Your interactions with any third-party websites or services are solely between you and the respective third party.
- b. As of the date of this Agreement, heyrate! does not receive any financial benefit by providing you with these partner integrations. However, it is possible that in the future, heyrate! may receive financial benefits from these partnerships. Any changes in this regard will be updated in these terms and conditions and available on our website.

14. Acceptable Use:

- a. By accessing and using heymate!, you agree to use the platform in compliance with all applicable laws, regulations, and this Agreement. You further agree not to engage in any conduct that may disrupt or interfere with the operation of heymate! or its partner integrations.
- b. You are solely responsible for any content you upload, transmit, or otherwise make available through heymate! or its partner integrations. You warrant that any content you provide does not infringe upon the rights of any third party, and you grant heymate! a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, and distribute such content for the purposes of providing and improving heymate! and its services.

15. Technical Issues:

- a. If you encounter any technical issues while using heymate! or its partner integrations, please contact heymate! for assistance on +1 (604) 283-6816 or tech@hey-mate.ca. You can reach out to heymate! support through the designated channels provided within the platform.

16. Service Fee:

- a. heymate! is a free app for users. However, there is a one-time service fee associated with certain transactions, which is to be paid by the customer of businesses utilizing the heymate! platform. The service fee is fixed at \$0.99 and will be disclosed to the customer at the time of purchase. This fee is not conferred to the business owner, and is only applicable to online transactions conducted using the heymate! platform.
- b. It is important to note that this service fee only applies to transactions conducted through the heymate! platform. In-person transactions or transactions conducted outside of the heymate! platform are not subject to this service fee. Our clients are under no obligation to make use of our online platform to transact business.

17. Entire Agreement:

- a. This Agreement constitutes the entire agreement between you and heymate! regarding the use of heymate! and supersedes all prior agreements and understandings, whether written or oral.

18. Severability:

- a. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

19. Modification and Termination:

- a. We reserve the right to modify, suspend, or terminate heymate! or your access to it, in whole or in part, at any time and without prior notice.
- b. We may also update or change these Terms & Conditions from time to time. The most current version will be posted on our website, and your continued use of the platform after any modifications constitutes your acceptance of the updated terms.

20. Governing Law:

- a. These Terms & Conditions shall be governed by and construed in accordance with the laws of PIPEDA. Any disputes arising out of or in connection with these terms shall be subject to the exclusive jurisdiction of the courts in Canada.

If you have any questions or concerns about these Terms & Conditions, please reach out to us at +1 (604) 283-6816. Thank you for choosing heymate! and happy connecting!

By signing up for heymate!, you acknowledge that you have read, understood, and agree to the terms outlined above.