DRAFT VERSION

Terms and Conditions for PkgPlace Auction Operational Management Software

Effective Date: July 1, 2025

These Terms and Conditions ("Terms") govern your access to and use of the PkgPlace Auction Operational Management Software (the "Software"), provided by **AchieveIP Inc.** ("PkgPlace," "we," "us," or "our"). By accessing or using the Software, you ("Customer" or "you") agree to be bound by these Terms.

1. Definitions

- **"Software"**: Refers to the PkgPlace Auction Operational Management Software, including its API, middleware components, and all related services, features, functionalities, and content provided by PkgPlace that aid in auction and sales management.
- **"Sales Invoice"**: An invoice representing a sale or transaction that is generated, processed, or loaded into the Software by the Customer.
- **"Monthly Billing Cycle"**: A calendar month, commencing on the first day of each month.
- **"Customer Data"**: Any data, content, or information, including but not limited to auction details, sales records, customer information, financial records, and operational data, that Customer uploads, stores, or processes using the Software.

2. Access and License

2.1. **License Grant**: Subject to these Terms, PkgPlace grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Software solely for Customer's internal business operations within Canada and the USA.

2.2. **Customer Accounts**: Customer is responsible for maintaining the confidentiality of its account login information and for all activities that occur under its account. Customer agrees to notify PkgPlace immediately of any unauthorized use of its account.

3. Software Description

The PkgPlace Auction Operational Management Software is designed to aid and support auction operations by providing robust management tools. Its core functionality includes processing and managing sales invoices related to auction transactions, facilitating the oversight of warehouse and item management, and supporting related operational workflows.

4. Billing and Payment

4.1. **Pricing**: Customer will be charged **$0.50 CAD per Sales Invoice** processed or loaded into the Software during the Monthly Billing Cycle.

4.2. **Monthly Billing**: Usage fees for the preceding Monthly Billing Cycle will be calculated at the end of each calendar month. An invoice detailing the total number of Sales Invoices processed and the corresponding charge will be issued.

4.3. Payment Methods: All payments are due upon receipt.

* For Canadian customers, payments can be made via e-transfer.

* For US customers, payments can be made via PayPal Friends and Family.

* Alternatively, customers in both Canada and the US can pay via credit card through our payment processor, Stripe.

By providing payment information, Customer authorizes PkgPlace to charge the applicable fees to the designated payment method.

4.4. **Late Payment and Suspension**: If payment isn't received within **seven (7) days** of the invoice date, PkgPlace reserves the right to immediately suspend Customer's access to the Software.

4.5. **Reinstatement Fee**: A **reinstatement charge of $50 CAD** will apply to reactivate a suspended account once all outstanding payments are settled.

5. Data Handling and Privacy Policy

5.1. **Data Collection and Use**: PkgPlace collects Customer Data (including personal data of individuals, financial data, and transactional data related to auction sales) necessary to provide, maintain, and improve the Software's services, focusing on the management and processing of sales invoices and associated operational data.

5.2. **Data Ownership**: Customer retains full ownership of all Customer Data. PkgPlace is granted a limited, non-exclusive, worldwide license to use, reproduce, modify, adapt, publish, distribute, and display Customer Data solely for the purpose of providing and operating the Software's services to the Customer, fulfilling its contractual obligations, and for internal analytics to improve the Software's functionality.

5.3. **Marketing Data Use**: PkgPlace may use anonymized and aggregated data derived from Customer Data for analytical purposes, to develop and improve its services, and for general business and marketing insights. PkgPlace won't use Customer's identifiable Customer Data (including specific auction details or customer lists) for direct marketing to Customer's clients or

for marketing to other entities without Customer's explicit consent, except as permitted by applicable privacy laws for direct marketing to Customer (e.g., promotional emails for PkgPlace services).

5.4. **Data Storage**: All Customer Data collected and processed by PkgPlace for Canadian customers will be stored on AWS servers located within **Canada**. For US customers, data will be stored on AWS servers located within the **United States**. PkgPlace doesn't generally store Canadian or US Customer Data on servers located in Europe or other non-North American regions without explicit customer consent and robust legal transfer mechanisms in place.

5.5. **Data Security**: PkgPlace implements industry-standard security measures provided by AWS to protect Customer Data from unauthorized access, disclosure, alteration, and destruction. While PkgPlace strives to protect Customer Data, no method of transmission over the internet or method of electronic storage is 100% secure.

5.6. **Compliance with Privacy Laws**: PkgPlace aims to comply with applicable Canadian privacy laws, including the Personal Information Protection and Electronic Documents Act (PIPEDA), and relevant US state privacy laws (e.g., the California Consumer Privacy Act (CCPA) as amended by the California Privacy Rights Act (CPRA), where applicable) concerning the handling of personal data. Customer agrees to comply with all applicable privacy laws in its collection, use, and disclosure of personal data through the Software.

5.7. **Data Retention**: PkgPlace will retain Customer Data for as long as necessary to provide the Software's services, to comply with legal obligations, resolve disputes, and enforce our agreements. Upon termination of service, PkgPlace will follow its data retention and deletion policies.

5.8. **Customer Support Data**: Customer support is provided via email to coffee@pkgplace.com or direct communication with the sales representative. Information exchanged during support interactions may be recorded for quality assurance and service improvement.

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6. Service Availability ("Best Effort")

The PkgPlace Auction Operational Management Software is new software. As such, PkgPlace provides the Software on a "best effort" basis regarding service availability and performance. PkgPlace doesn't provide any uptime guarantees, specific support response times, or resolution times at this stage of development. There are no service credits or refunds for any downtime or service interruptions. PkgPlace will make reasonable efforts to ensure the Software's availability and to address any issues promptly.

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7. Intellectual Property

7.1. **PkgPlace Ownership**: PkgPlace retains all right, title, and interest in and to the Software, including all underlying technology, and all intellectual property rights therein. No rights are granted to Customer other than those expressly set forth in these Terms.

7.2. **Customer Data Ownership**: As stated in Section 5.2, Customer retains all right, title, and interest in and to Customer Data.

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8. Warranties and Disclaimers

THE PKGPLACE AUCTION OPERATIONAL MANAGEMENT SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. PKGPLACE DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE USE OF THE SOFTWARE.

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9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PKGPLACE, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SOFTWARE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PKGPLACE'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE USE OF THE SOFTWARE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE **LESSER OF (I) ONE WEEK'S AVERAGE FEES PAID BY THE CUSTOMER OVER THE PRECEDING THREE (3) MONTHS (CALCULATED AS ONE-FOURTH (1/4) OF THE AVERAGE MONTHLY PAYMENT), OR (II) SIXTY-TWO DOLLARS AND FIFTY CENTS ($62.50) CAD.** This limitation applies even if PkgPlace has been advised of the possibility of such damages.

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10. Indemnification

Customer agrees to indemnify, defend, and hold harmless PkgPlace, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees)

arising from or relating to: (a) Customer's use of the Software; (b) Customer Data, including any claim that Customer Data infringes, misappropriates, or violates the intellectual property or privacy rights of a third party; (c) Customer's breach of these Terms; or (d) Customer's violation of any applicable law or regulation.

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11. Suspension and Termination

11.1. **Grounds for Suspension/Termination**: PkgPlace may suspend or terminate Customer's access to the Software immediately if Customer: (a) fails to make any payment when due (subject to the 7-day grace period for suspension in Section 4.4); (b) misuses the Software; or (c) breaches any material term of these Terms.

11.2. **Cancellation by Customer**: Customer may cancel its subscription to the Software by sending an email notification to **admin@pkgplace.com**. Cancellations will be effective at the end of the current Monthly Billing Cycle. No refunds will be issued for any pre-paid portion of the subscription if cancelled mid-cycle.

11.3. **Effects of Termination**: Upon termination, Customer's right to use the Software ceases immediately. PkgPlace may delete Customer Data in accordance with its data retention policies. Any outstanding fees owed by Customer to PkgPlace will become immediately due and payable.

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12. Changes to Terms

PkgPlace reserves the right to modify these Terms at any time. PkgPlace will notify users of any changes by including a notice on their monthly invoice. Continued use of the Software after such modifications constitutes Customer's acceptance of the updated Terms.

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13. Governing Law and Dispute Resolution

These Terms will be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without regard to its conflict of laws principles. Any disputes arising out of or in connection with these Terms will be subject to the exclusive jurisdiction of the courts of Ontario, Canada.

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14. Contact Information for Legal Notices

All legal notices and communications concerning these Terms should be directed to: admin@pkgplace.com

Until further notice.
