

ORDER CANCELLATION POLICY

APPLICABILITY

At PluraChoice, we understand that sometimes, for various reasons, you or any authorized person associated with your business may need to cancel an order. It is also important to understand that most of the Sellers we have on our platform commence to immediately prepare your order to be delivered to you at the earliest availability. Therefore, it is important that you consider the fact that every time an order process has been completed, the Seller will commence the preparation process which includes costs for the business inclusive of manpower hours apart from the cost of material for the preparation of the items you ordered as well as packaging materials, and in some instances obtaining licenses, payment of fees, payment of services of delivery companies, etc. Therefore, we urge you not to place orders and then go on to cancel them later, causing losses to the Sellers as well as PluraChoice. Therefore, we have decided to place a policy on Order Cancellations.

We at Plura Choice also accept that in certain instances, the Sellers on our platform may have different policies when it comes to Order Cancellations. In those instances, said policies will prevail, EXCEPT the clauses on "Banking and Transaction Fees and Charges of Plura Choice", where irrespective of the Seller's policy, Plura Choice will act in terms of the said clauses. Hence in all instances, the Buyer shall take note that When a Seller carries a separate Order Cancellation policy or Agreement, said clauses will prevail over clauses stated in this Policy save and expect the "Banking and Transaction Fees and Charges of Plura Choice" clause which will claim the costs incurred by Plura Choice from the Buyer.

ORDERS

I. How to communicate

You have the right at all times to send an online request through the www.plurachoice.com or www.plurachoice.ca websites' communication channels between the Seller and the Buyer to cancel all or part of a non-executed pending order that you have placed and which has not been paid through your Account, for the part that is open.

II. Accepted Orders

Usually, the status of system processing between placing an order and the Seller(s) receiving the said order details does not last longer than approximately ten minutes. After that time period, you as a Buyer can expect that the Seller has commenced the preparation of your order. An order cannot be revoked when the order has been accepted for processing or has been executed by the Seller(s).

III. Processing of Orders

When your order is being processed, such is indicated in your Account with an email indicating that the order has been placed, and payment has been received by Plura Choice. This informs you the Buyer that your order processing has commenced or is about to be commenced by the Sellers from whom you have placed orders.

SELLER ENTERTAINING CANCELLATION REQUESTS

Orders that are being processed by the Seller(s) or have been executed cannot be revoked because your Sellers have covered the order in various scenarios such as international markets, Seller stock depletions, competitive product sales and ingredient acquisitions, etc., creating the price has been committed to or locked in.

We will cancel non-executed buying and selling orders when in circumstances where the Seller accepts the Buyers request and informs PluraChoice that the Seller is prepared to accept the cancellation and activate the refund process, which may include

- (a) Complete refund of the cost of the transaction including banking and other fees and costs incurred by the Seller
- (b) Complete refund of the goods excluding banking and other fees and costs incurred by the Seller
- (c) Partial refund of the goods but to include banking and other fees and costs incurred by the Seller
- (d) No refund of the goods but to include banking and other fees and costs incurred by the Seller
- (e) No refund of payment but non-process of the goods.

DISPUTES

All disputes relating to Order Cancellation should be treated as disputes between the Seller and the Buyer jointly sometimes referred to as the "Parties". Any claim or dispute at law or equity that arises between Plura Choice, the Seller and the Buyer their respective affiliates, subsidiaries, parent companies, predecessors, successors, assigns as well as employees and agents, that relates to or arises out of engagement in this Agreement, or through accessing our Services will be resolved with the provisions herein.

The applicable law that will govern the transaction and any relationship between Plura Choice and its users are the laws of Alberta, Canada shall govern this agreement without regard to principles of conflict of laws or any laws preempted by federal laws or inconsistent.

Therefore, the parties agree that all disputes that may arise out of the relationship between the platform and its users shall be exclusively resolved through arbitration which will be final and conclusively binding on the parties.

Alternatively, you may assert your claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis.

Such relief awarded through an Arbitration process (monetary, injunctive or declaratory relief) shall be only in favour of the individual party seeking relief and only to the extent necessary to provide relief necessitated by such individual claim(s). Any relief awarded shall not have any impact on other users of the platform.

(a). Dispute Resolution Procedures

If any dispute occurs between the parties relating to the application, interpretation, implementation or validity of this Agreement, the Parties agree to seek to resolve the dispute or controversy through mediation with Canadian Arbitration Association before pursuing any other proceedings. Nothing herein shall preclude any Party from seeking injunctive relief in the event that the Party perceives that without such injunctive relief, serious harm may be done to the party.

(i) Mediation

Any Party to the dispute may serve notice on the others of its desire to resolve a particular dispute by mediation. The mediator shall be appointed by agreement between the Parties or, if the Parties cannot agree within five days after receipt of the notice of intention to mediate, the mediator will be appointed by Canadian Arbitration Association. The mediation will be held at Calgary, Alberta, Canada. The Parties agree to attempt to resolve their dispute at mediation. The costs of the mediator shall be shared equally by the Parties. If the dispute has not been resolved within thirty days of the notice of desire to mediate, any Party may terminate the mediation and proceed to arbitration as set out below.

(ii) Arbitration

Subject to the mediation provisions set out above, if any dispute or controversy occurs between the Parties relating to the interpretation or implementation of any of the provisions of this Agreement, the dispute will be resolved by arbitration at Canadian Arbitration Association pursuant to the general Canadian Arbitration Association Rules for Arbitration. Any Party may serve notice of its desire to refer a dispute to arbitration.

- The arbitration shall be conducted by a single arbitrator.
- The arbitration shall be held in Calgary, Alberta, Canada.
- The arbitration shall proceed in accordance with the provisions of the Arbitration Act of Alberta.
- The decision arrived at by the arbitrator(s) shall be final and binding and no appeal shall lie therefrom.
- Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- The costs of the arbitrator shall be divided equally between the parties.
- The arbitration process shall commence with the party who wishes to initiate such process sending a notice to the other.
- Such notice to be sent to Plura Choice-Litigation Department, No 16, Everstone Rise SW, Calgary AB T2Y 4J8 Canada. setting out details of the nature of the dispute for which Arbitration is sought for, specific relief sought, contact details and phone number registered to the platform.
- Such notice should be sent to the above mentioned address physically as Arbitration notice received online or via email shall not be considered as a notice served duly as per the terms of these sections.
- Upon receiving notice as described above parties shall strive to resolve the matter amicably within a period of 30 days, failing which the Arbitration process shall commence.
- Such matters wherever possible shall be resolved by submissions of documents only unless the at Arbitrator's discretion the parties are required to appear in person.
- Such hearing, if all agree can be held via zoom or other communication methods.

(iii) The decision

The Arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honour all claims of privilege recognized by law. The Arbitrator shall not be bound by rulings in prior arbitrations involving different

users but is bound by rulings in prior arbitrations involving the same user to the extent required by applicable law. The Arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(b). Costs of Arbitration

Payment of all filing, administration and arbitrator fees will be governed by the Arbitration rules and regulations applicable unless otherwise stated in this Agreement to Arbitrate.

(c). Confidentiality

Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of (all/both) parties.

JUDICIAL FORUM FOR LEGAL DISPUTES

If the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the Agreement to Arbitrate or as a result of a decision by the Arbitrator or a court order, you agree that any claim or dispute between you and Plura Choice will be resolved exclusively by a court located in Calgary, AB, Canada. You agree to submit to the personal jurisdiction of the courts located within Calgary, AB, Canada, for the purpose of litigating all such claims, disputes, or matters.

HOW CAN YOU REACH US?

You can reach us through post, e-mail or telephone. Our address is:

Plura Choice WebServices Inc.
No.16, Everstone Rise SW,
Calgary, AB T2Y 4J8, Canada

Email: support@plurachoice.com

Phone: +1(403) 835-0465

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