

Spectra Merchant Terms and Conditions

1. Definitions

- **"Spectra"**: Refers to Spectra Tech Corp, the service provider facilitating the platform connecting merchants and customers.
- **"Merchant"**: The business entity entering into this agreement to offer goods or services through the Spectra platform.
- **"Customer"**: An individual using the Spectra platform to purchase goods or services from the Merchant.
- **"Platform"**: The online interface provided by Spectra, enabling transactions between Merchants and Customers.
- **"Services"**: The functionalities and support offered by Spectra to facilitate Merchant-Customer interactions.

2. Agreement to Terms and Conditions

2.1. Acceptance

By clicking "Agree" or by accepting an order through the Spectra platform, the Merchant consents to these Terms and Conditions.

2.2. Authority

The individual accepting this Agreement affirms they have the authority to bind the Merchant to its terms.

3. Merchant Responsibilities

3.1. Registration

Merchants must provide accurate and current information during account creation and maintain the confidentiality of their account credentials.

3.2. Listings

Merchants are responsible for ensuring that all product or service descriptions, images, and prices are accurate. Pre-discount prices listed on the platform must match in-store prices.

3.3. Order Management

Merchants have the right to review, approve, or decline orders before payment is captured. Approved orders must be fulfilled promptly and accurately.

3.4. Service Quality

Discounted goods and services must be of the same quality as those offered at full price in-store.

3.5. Age Verification

Merchants may decline orders from customers over the age of 35 but must do so before order approval.

3.6. Agreement to Honor Discounts

Merchants agree to provide service to Spectra customers who meet the eligibility criteria during the designated discount hours listed on Spectra. Merchants may not refuse service to qualifying customers.

3.7. QR Codes

As a participating merchant, you agree to honor QR code discounts within the designated discount window and under the terms set by Spectra. Each QR code is valid for a single use and expires one (1) month after the date of purchase.

If a customer does not meet the age requirement (35 and under), you may refuse to apply the discount. QR codes cannot be combined or stacked—only one (1) QR code may be redeemed per transaction. It is your responsibility to verify QR code validity before applying the discount.

4. Fees and Payments

4.1. Transaction Fees

Stripe transaction fees (1.49% + \$0.15 per transaction) are the responsibility of the Merchant and are not covered by Spectra.

4.2. Discount Rates

Merchants can set their discount rates, with a minimum discount of 20% offered to customers.

4.3. Commission

Spectra deducts a commission from the discounted cost of orders before taxes and tips.

4.4. Payment Processing

Payments are processed securely through Stripe.

4.5. Taxes

Merchants are responsible for calculating, collecting, and remitting applicable taxes.

5. Refunds and Liabilities

5.1. Liability for Substandard Goods/Services

Merchants are liable for refunds related to substandard goods, missing items, or other fulfillment issues. Spectra may deduct these refunds from merchant payouts.

5.2. Chargebacks and Refund Liability

Spectra shall not be liable for any chargebacks or refunds of any kind. Merchants assume full responsibility for handling and resolving chargeback disputes and refund requests directly with the Customer.

6. Dashboard Access

Merchants can track orders, payments, commissions, refunds, and customer feedback through the Spectra Merchant Dashboard.

7. Marketing and Promotions

Spectra may promote merchants through various marketing channels. Merchants agree to honor the terms of any promotions or discounts displayed on the platform.

8. Intellectual Property

Spectra owns all content on its website, protected by copyright, trademark, and intellectual property laws. Merchants may not use Spectra's branding or content without written consent.

9. Data Protection and Privacy

Both Spectra and the Merchant must comply with applicable privacy laws regarding the collection, storage, and use of customer data.

10. Indemnification

Merchants agree to indemnify Spectra against claims arising from:

- Violations of food safety or health laws.
- Misuse of customer information.
- Age-related violations for restricted goods.
- Issues related to the quality or safety of goods/services.

11. Limitation of Liability

Spectra is not liable for indirect damages, including loss of profits or data, arising from merchant use of the platform.

12. Amendments to Terms

Spectra reserves the right to modify these terms at any time. Merchants are responsible for reviewing updates. Continued use of the platform constitutes acceptance of revised terms.

13. Governing Law

This Agreement is governed by the laws of Quebec. Disputes outside of arbitration will be resolved in Quebec courts.

14. Contract Acceptance and Amendments

14.1. Electronic Acceptance

Clicking "Agree" constitutes acceptance of these terms, and such electronic consent is legally binding.

14.2. Notification of Changes

Spectra will notify merchants of any amendments to these Terms and Conditions. Continued use of the platform after such notifications constitutes acceptance of the revised terms.

15. Cancellation Procedures

Merchants may cancel this agreement by providing written notice to Spectra. Upon cancellation, all pending obligations must be fulfilled, and any outstanding payments settled.

16. Confidentiality

Both parties agree to maintain the confidentiality of proprietary information obtained during the course of this agreement, including business operations and customer data, except as required by law or with prior written consent.

17. Entire Agreement

These Terms and Conditions constitute the entire agreement between Spectra and Merchants.

18. Contact Information

Questions about these terms can be directed to:

- **Email:** spectratechcorp@gmail.com