## Terms and Conditions for Customers - Spectra

These Terms and Conditions ("Terms") govern your use of Spectra's platform and services. By using Spectra, you agree to comply with these Terms. Please read them carefully before using our platform.

# 1. Account Registration

## 1.1 Eligibility

• You must be 35 years old or younger to use Spectra's platform. Merchants may require proof of age and may decline service if you do not meet this requirement.

## **1.2 Account Information**

• You agree to provide accurate, current, and complete information during the registration process and update this information as necessary.

## 1.3 Account Security

• You are responsible for maintaining the confidentiality of your account credentials and for all activities under your account. Notify us immediately of any unauthorized access or use of your account.

# 2. Use of Services

## 2.1 Personal Use Only

• Spectra's platform and services are for your personal, non-commercial use and must comply with these Terms and applicable laws.

## 2.2 Prohibited Activities

• You agree not to engage in activities that interfere with or disrupt Spectra's platform, including hacking, phishing, or transmitting malware.

# 3. Ordering and Discounts

#### 3.1 Discounts

• Spectra connects you with merchants offering discounts. Spectra strives for accuracy but does not guarantee availability or accuracy of discounts.

## 3.2 Order Fulfillment

• Orders are processed by the merchants. By placing an order, you agree to abide by the terms and conditions of the respective merchant, including their refund and cancellation policies.

# 4. Payment

#### 4.1 Fees and Taxes

• You agree to pay all fees, including taxes, tips, and delivery charges, through Spectra's platform. Payment processing is securely managed by Stripe.

#### 4.2 Stripe Fees

• Stripe transaction fees are applied to all payments and are not absorbed by Spectra.

#### 4.3 Payment Discrepancies

• If you encounter unauthorized charges or discrepancies, contact Spectra immediately for resolution.

# 5. Refund and Cancellation Policy

#### 5.1 Order Cancellation

• You may cancel an order if merchant approves before preparation. Once preparation begins, cancellation may incur a charge up to the full order price.

## 5.2 Refund Requests

• Refunds are processed in accordance with the merchant's refund policy. Contact Spectra support with your order number and reason for the refund request.

Refunds may not be granted for items explicitly marked non-refundable by the merchant.

## 5.3 Refund Denials

• If a merchant denies your refund request, you will be notified of the reason. Spectra facilitates communication but is not liable for disputes arising from denied refunds.

## 5.4 Customer Liabilities

• Spectra is not responsible for issues related to merchant services, such as quality, delays, or availability.

# 6. Intellectual Property

• All content on Spectra's platform is owned by Spectra or its licensors. Unauthorized reproduction or distribution is prohibited.

# 7. Rewards Points

## 7.1 Earning Points

• Customers may earn rewards points for purchases made on the platform. These points can be redeemed for benefits chosen by Spectra.

## 7.2 Changes to Rewards

• Spectra reserves the right to modify or terminate the rewards program at its sole discretion.

# 8. Promotional Codes

• Spectra may provide promotional codes subject to specific terms. Codes may be disabled or revoked if misused.

# 9. Limitations of Liability

## 9.1 Merchant Responsibility

• Spectra is a platform connecting customers with merchants and is not liable for merchant errors, delays, or service quality.

## 9.2 Indirect Damages

• Spectra shall not be liable for indirect, incidental, or punitive damages arising from your use of the platform.

# 10. Changes to Terms

• Spectra reserves the right to modify these Terms at any time without prior notice. Continued use of the platform constitutes acceptance of the updated Terms.

# **11. Governing Law and Dispute Resolution**

• These Terms are governed by the laws of the province of Quebec. Disputes are subject to arbitration or the courts of Quebec.