

VIOLET'S VAULT

Online Services Terms & Conditions

Last updated: March 28, 2023

Important: Please carefully read and understand these Terms & Conditions hereafter refers as the “Terms”. They contain limitation on Violet’s Vault Liability and other provisions.

By installing, accessing or using any Violet’s Vault online services, the Customer is entering into a binding agreement with Violet’s Vault, which controls and operates this online service from its headquarters at 23 Plaza Drive, Iroquois, Ontario.

Please also review Violet's Vault Privacy Statement, which describes how privacy information is collected, used and shared. By accepting these Terms, the Customer also understand and agree these Terms will govern any disputes arising out of, or related to Violet’s Vault Privacy Statement.

The online services are not intended to be used by anyone under the age of 13 years old. The Customer must be at least 13 years old to use the online services.

The Customer represents and guarantees that they are of sufficient age and have all legal rights to use all payment cards they register.

The Customer represents and guarantees that they are of sufficient age and have all legal rights to book, to be and to play the arcade/video games with any type of ESRB ratings.

If the Customer do not agree to these Terms, then they must immediately stop using the online services and the arcade/video games at Violet’s Vault and delete any online services account that they have created. The Customer can request account deletion by visiting the Violet’s Vault website and contacting Violet’s Vault to make a deletion request.

1. Online Services

Responsibility for Devices & Accounts

The Customer are responsible for any devices needed to use the online services. Violet’s Vault does not guarantee that the online services will fully function on all devices and on all software. The Customer are responsible for any charges, fees and taxes for their own device’s usage of the online services, including when Violet’s Vault communicate with the Customer by text, or email. The Customer are responsible for keeping their own online account secure and is responsible for all activity under their own account. The Customer can only use one account and must keep their account information accurate.

Updates to the Terms & Conditions

Violet's Vault may also update the Terms & Conditions. If Violet's Vault makes changes to the Terms & Conditions, Violet's Vault will notify the Customer by posting the new Terms & Conditions in the online service. If the Customer do not agree to the new terms, then they must immediately stop using the online services and request that Violet's Vault close any online account.

Violet's Vault Right to Update & Terminate Online Services

The Customer understand and consent that Violet's Vault may update, change or terminate the online services, including updates to any Violet's Vault online services that they have installed on their device.

Obey the Rules

Whenever the Customer use the online services, they must obey the rules while driving and all applicable rules and regulations. The Customer must not use the online services while driving or in controls of a vehicle that is moving or not in a park position. The Customer should only use the online services when it is safe and following the rules of the road.

How to Contact Violet's Vault

If the Customer have any questions regarding any online services, please refer to the Contact Us page at www.violetsvault.ca.

2. Sending Orders

This section applies to any orders the Customer place using the online services. Please read this section before sending any orders using the online services.

About Ordering

The purpose of ordering is to provide the Customer with a simple way of creating orders for products, submitting their orders, paying for their products through the online services. The Customer must register through an online account in order to use ordering. The Customer must register a payment card to use with their online orders.

Registering the Customer's Payment Card

Violet's Vault uses third party providers to securely store the Customer's payment card information and process their payments. The Customer understand and acknowledge that, when they register a payment card, Violet's Vault or its third party providers will verify that the payment card they registered is accurate and valid. The Restaurant may require more contact information than just the Customer's order code to verify their purchase. The Customer represent, acknowledge and warrant that they are of sufficient age and have all legal rights to use all payment cards through the online services.

Making an Order

The Customer can use the online services to create their order. Updated order totals at check-in can result from changes in products, pricing, taxes or other fees required by law. Updated order totals can also result from the unavailability of certain products, changes in pricing, or any other reasons.

The Customer makes their purchase when they complete their check in and process their payment cards on the online services portal. The restaurant's payment service provider will process their order total amount to the payment card they registered and chose when they created their order. The Customer should receive a notification that the restaurant has accepted their order and is preparing it. The restaurant reserve the right to refuse an order if products are unavailable, and send the Customer the choice to replace it with something different and/or equivalent.

Cancelling the Customer's Order and Refunds

The Customer has the ability to update or abandon their order until they have paid for their order. When they have completed their check in and have processed the payment online, they cannot cancel it. If the Customer is seeking a refund for any reason, please contact the restaurant where the product were purchased.

3. Violet's Vault Information Practices & Communications

Communication

Through the online services, the Customer may opt in to receive emails, text messages, newsletter from Violet's Vault. When they opt into these communications, they understand and consent that they will receive communications from Violet's Vault. Violet's Vault may communicate with them in accordance with Violet's Vault Privacy Statement.

Opting Out of Communications

The Customer has a choice on how Violet's Vault communicate with them. The Customer is capable to change their communication preferences using their own device settings. In addition, Violet's Vault communications themselves may include the opportunity to opt out. The Customer understand and agree that they may need to manage their communication preferences for each communication method.

4. Limitations on Liability & Disclaimers

Limitations on Violet Vault's Liability

Neither Violet's Vault, nor its employees, shall be liable for any direct or indirect lost profits or lost incidental damages, including lost data, personal injury or property damage related to, or originated out of the online services and the usage of the arcade/video game equipment. Violet's Vault reserves all legal rights to recuperate damages or further compensation under these terms as allowed by the law.

The online services may have inaccuracies or mistakes. Violet's Vault provides the online services "as is" and without warranties. Violet's Vault does not guarantee that the online services will be accurate, dependable, uninterrupted or with no mistakes or that the online services are free of viruses, malware or other harmful online components. The Customer assumes complete responsibility related to the usage of the online services. The Customer's sole remediation against Violet's Vault for unsatisfactory Terms with the online services is to stop immediately to use the said online service.

Arcade / Video Games Usage

The Customer is responsible for the arcade / video game equipment the entire period that it has been booked and paid for. Furthermore, if damages have been made to any equipment by the Customer or someone from the Customer's party, the person that has booked (registered on the time allotted) will be responsible for repair and compensation to Violet's Vault for all damages incurred. The Customer agrees to pay Violet's Vault if any damages occur to arcade / video games equipment. The Customer agrees to reimburse Violet's Vault for the total cost of repairs in time and parts, and the replacement costs as necessary. In addition, the Customer shall pay for Violet's Vault cost to rent or lease another similar arcade / video game machine in the meanwhile that the one broken is getting fixed. In case of theft or inability to return the arcade / video game equipment to Violet's Vault, the Customer shall be liable for the arcade / video game administrative fees to Violet's Vault. It is agreed that the Customer shall be paying Violet's Vault the replacement cost of the arcade / video game equipment, without any depreciation, at the replacement value for the equipment at the time.

Third party services

The online services may link to or allow the Customer to use third-party online services, social networks, or other digital services. These third parties may have their own specific terms and conditions or privacy policies that the Customer should review and acknowledge before using them. Violet's Vault does not have any responsibility, nor does it endorse or is related to any of these third party services.

Events Beyond Reasonable Control

Violet's Vault have no responsibility for Violet's Vault incapability to execute any of its obligations under these terms cause by or related to any event beyond Violet's Vault reasonable control. If such an Act of God event occurs, Violet's Vault will be under no obligations under these Terms. These Terms will be suspended for the duration of the event.

Dispute Resolutions

The Customer agrees that:

1. any claim or dispute they may have with Violet's Vault arising from or related to the online services can proceed to a court system that is located in Ontario, Canada, or at such other location as may be agreed upon by the Customer and Violet's Vault;
2. The Customer agrees to pay their own administrative, arbitrator and court filing fees and the legal fees of Violet's Vault.

5. Ownership & Licenses

Intellectual Property Ownership

The online services are and shall remain the exclusive property of Violet's Vault. For purposes of clarity, "online services" includes any and all content on the online services, such as, but not limited to, text, images, graphics, logos, images, audio & video clips, digital downloads, trademarks and other data as well as any part of the online services. No online services are sold to the Customer during any online transactions. Nothing in these terms intends to transfer any of the intellectual property rights to the Customer during any transaction. The Customer may not take any action to jeopardize, hinder, impede, limit or interfere with Violet's Vault intellectual property rights.

Trademark Information

Trademarks, and all trademark elements, including the look and feel appearing on the online services, are protected trademarks of Violet's Vault. The online services may also contain various third-party names and their trademarks that are owned by their respective owners.

6. Copyright

Violet's Vault will respond to notices of alleged copyright infringement. If the Customer believes that their copyrighted work is infringed by appearing on Violet's Vault online services, please provide a written notice to 23 Plaza Drive, Iroquois, Ontario.

7. Customer's Submissions

Submissions

Some online services may allow the Customer to send comments, suggestions, photographs, questions, and complaints that could be posted and communicated to Violet's Vault through the online services. The Customer understand that by submitting any comments, suggestions, photographs, questions and complaints to Violet's Vault through the online services, they grant Violet's Vault a perpetual, irrevocable, non-exclusive, royalty-free, transferable license to use, reproduce and distribute to anyone by modifying, translating, publicly displaying without approval from or compensation to the Customer or any other person. Violet's Vault will not be required to subject any submissions as confidential.

8. Appropriate Usages & Restrictions

Appropriate Usages & Restrictions

With respect to the online services, the Customer or third parties may not:

1. Use the online services for any matters that is unlawful or forbidden by these terms;
2. Remove or modify any copyright, trademark, or other proprietary notifications;
3. Make effort to get ownership or title to the online services, including its content;

4. Use, duplicate, dispense publish, display, expose, upload, post, or transmit the online services in any commercial manner;
5. Attempt to incapacitate, break, overload, impair or access unauthorized content to the online services.

9. Miscellaneous

- Violet's Vault makes no representation that the online services are accurate or accessible outside of Canada. If the Customer use the online services somewhere else than within Canada, they are responsible for conformity with applicable local laws.
- These Terms will be governed and interpreted pursuant to the laws of Ontario, Canada.
- The Terms are written in English. If there is any translation, these are offered as courtesy, the English version controls.
- On cessation of these Terms or of the Customers approval to use the online services, all rights granted to them under Terms shall end; however, these Terms will continue to hold to their anterior use of the online services and anything relating to, or arising from such use. Upon cessation, all rights of Violet's Vault, including all and any intellectual property rights, proprietary rights, and licenses in these Terms shall live on, as well as all limitations on use, and all limitations on liability and disclaimers.
- Each term within the Terms & Condition can operate inclusively and separately. If any of them are lawless, cancel or unenforceable, then the reminder of the Terms & Conditions will stay in full force and effect.

Violet's Vault Terms & Conditions for Text Messaging Option

Last Updated: 28 March 2023

Important: These Terms & Conditions concerns only those Customers that have opted in to a text messaging option from Violet's Vault.

When the Customer opt in to a Violet's Vault text messaging option, they understand and agree that the Terms & Conditions for Violet's Vault Online Services are included into, and become part of, the Violet's Vault Terms & Conditions for Text Messaging Option.

1. Terms & Conditions

About Text Messaging

By opting into Violet's Vault text messaging, the Customer acknowledge to receive text messages at the cellphone number provided using automated software technology from or on behalf of Violet's Vault, and understand that consent does not imply purchasing any products or services. Please review Violet's Vault Privacy Statement.

Charges & Fees

Violet's Vault does not accept remuneration for its text message; however, the Customer's cellphone carrier may apply certain fees like data charges. To participate the Customer must have a cellphone that accept text messaging with a text messaging plan. The cellphone carriers may have various fees related to accepting text messages with or without a text messaging plan. All related charges and fees are the responsibility of the cellphone owner.

2. Usage of Text Messaging

Opt-In

The Customer can text **JOIN** to register to the text messaging option through their online services account.

Opt-Out

To stop getting text messages, the Customer can text **STOP** to opt out of Violet's Vault text messaging. The Customer can also opt out by contacting us at the phone number or email address below. Opting out of one the means of communication does not necessarily indicate that the Customer has opted out of all means of communication.

3. Contact Us

If Customers have additional questions or comments, please contact us at www.violetsvault.ca.

Violet's Vault Terms & Condition for Delivery Option

Effective: 28 March 2023

In certain geographical areas, Customers can choose a delivery option to their order via the Violet's Vault online services. If they are within those geographical areas, the delivery option may be available to the Customer. The Customer understand and acknowledge that the delivery option is subject to the Terms & Conditions of Violet's Vault. The delivery option terms are intended to supplement the Terms & Conditions of Violet's Vault.

Adding Delivery Option to an Order

Please read this section before the Customer add the delivery option to an order. Please note that delivery may not be available for all products and in all geographical areas.

The goal of the delivery option to an order is to provide Customers with a simple way to receive their product at their address of choice. The Customer is required to enter their address, name, and phone number which is part of the delivery option. Violet's Vault will share the information they enter with the third party delivery provider, and this delivery option information will be subject to Violet's Vault Privacy Statement.

Eligibility & Enrolment

Customers must register within an online services account in order to use the delivery option. Before they submit an order with a delivery option, Customers must register a payment card, and check in, pay the full order through their online service account.

Prices for Delivery

Prices for delivery may be higher than the prices for the same items when picked up in person at the restaurant. Delivery option to a delivery order can see extra charges such as service fee, small order fee, and all applicable legal tax.

Registering Customers Payment Card

Customers understand and acknowledge that, when they register a payment card, Violet's Vault or its third party providers may verify that the payment card they registered is accurate and valid, including by authorizing and processing a small value temporary charge. The Customer makes their purchase when they select 'Place Order', and their payment method will be charged accordingly. The Customer represent and guarantee that they are of sufficient age and have all legal rights to use their payment card. When they choose 'Place Order' they authorize to charge their payment card their order total. The payment service provider will process the Customer's order total amount to the payment card chosen by the Customer during the creation of their order. The Customer is the owner of all the products after they have been received and delivered to them by the delivery provider.

Cancelling Order & Refund

Customers have the ability to abandon or cancel their order at any time prior to selecting 'Place Order'. If they would like to attempt to cancel their order after placing their order or they would like to seek a refund, please contact the restaurant directly.

Third Party Delivery Provider Responsibilities

Violet's Vault might use a third party for the delivery option. The Customer acknowledge and consent that the third party is responsible for providing the delivery services, and providing Customer services for delivery orders and complaints.