

THE VIRTUAL MARKET

Terms and Policies

Website, shoppers, vendors, marketplace standards and privacy

**PLEASE READ
CAREFULLY**

These terms govern use of The Virtual Market by website visitors, shoppers and independent Vendors.

Company	SLC Inc. operating as The Virtual Market
---------	--

Website	thevirtualmarket.ca
---------	---------------------

Email	info@thevirtualmarket.ca
-------	--------------------------

Published	September 13, 2026
-----------	--------------------

Effective date	September 13, 2026
----------------	--------------------

More than a market. It is infrastructure for independent Canadian makers and small shops.

How this package works

This document contains separate legal parts for different uses of the Platform. A person is bound only by the parts that apply to what that person does on the Platform. Part II contains commercial obligations for Vendors and is not imposed on ordinary Shoppers.

Part	Document	Who it governs
I	Website and Shopper Terms	Visitors, account holders and Shoppers
II	Vendor Agreement	Approved Vendors and applicants
III	Marketplace Transaction Policy	Shoppers and Vendors for orders
IV	Product and Conduct Standards	Vendors and submitted listings
V	Privacy Policy	All individuals whose information TVM handles

A. How these terms are accepted

You accept the applicable parts of this document when you create an account, confirm an order, purchase or renew a Vendor membership, or otherwise use an acceptance control that links to these terms. Browsing public pages alone does not make an ordinary visitor responsible for payment, indemnity or Vendor obligations.

PART I

Website and Shopper Terms

Applies to: Visitors, account holders and people who place or attempt to place an order through the Platform.

These Website and Shopper Terms are a legal agreement between the person using the Platform (you) and SLC Inc., operating as The Virtual Market (TVM, we, us or our). By creating an account or checking the acceptance box at checkout, you agree to this Part I, Part III and the portions of Part IV and Part V that apply to you. Browsing the public website indicates permission to access it under these rules but does not replace affirmative acceptance where required by law.

Nothing in this package limits a right or remedy that cannot legally be waived.

1. Definitions

Platform means thevirtualmarket.ca and TVM's marketplace, accounts, software, vendor shops, communications and related tools. Shopper means a person purchasing or attempting to purchase a Vendor Product. Vendor means the independent business identified as seller on a listing and order record. Vendor Product means a product listed and sold by a Vendor. Vendor Policy means the Vendor's policy displayed before an order, including return, exchange and cancellation terms. User Content means content submitted by a user, including reviews, messages, photos and listing content.

2. Eligibility and accounts

You may browse public pages regardless of age, subject to law. You may create an account or place an order only if you have reached the age of majority where you live. A parent or legal guardian must place and accept an order for a minor. You must provide accurate information, protect your credentials and promptly report suspected unauthorized access. You are responsible for activity you authorize through your account.

3. TVM's role

TVM provides e-commerce infrastructure through which independent Vendors operate shops and offer Vendor Products. Unless a listing expressly identifies TVM as seller, the Vendor shown before checkout and on the order record is the seller, manufacturer or supplier, as applicable. The Vendor is not TVM's employee, agent, partner, franchisee or representative and may not bind TVM.

The Shopper's sales contract is with the applicable Vendor. In a checkout containing items from multiple Vendors, the items from each Vendor form a separate sales contract. TVM may facilitate listing display, checkout, payment, communications, reviews and dispute administration without becoming the seller. Legal responsibility will nevertheless be determined by applicable law and the parties' actual conduct, not solely by this description.

4. Information before checkout

Before an order is submitted, the Platform will display or make readily available the Vendor's identity and contact information required by law, the material description of the Vendor Product, price and currency, applicable taxes, shipping and other charges, total amount, delivery or pickup arrangements, estimated timing, and the applicable Vendor Policy. The Shopper will have an express opportunity to review the complete order, correct errors, accept or decline the transaction, and save or print the applicable information.

If required information is missing, contact TVM before ordering. A Vendor Policy or Platform notice cannot remove statutory cancellation, refund, warranty or other rights.

5. Orders and contract formation

A listing is an invitation to submit an order. The Shopper submits an offer by completing checkout. An automated receipt acknowledging submission or payment processing does not by itself mean the Vendor has accepted the order. The Vendor accepts when the Platform sends an acceptance notice identified as such or when the Vendor dispatches the product, whichever occurs first.

The Vendor may decline before acceptance for a legitimate reason, including unavailability, a material listing error, suspected fraud or inability to fulfil. Any captured payment properly due back must be refunded promptly. After acceptance, cancellation is governed by the Vendor Policy and applicable law.

6. Order record

TVM or the Vendor will provide an electronic order record within the period required by law. It will include the Shopper's name, order date, Vendor identity and contact information, products, itemized and total prices, currency, taxes and charges, delivery arrangements, Vendor Policy and a durable link or copy of the applicable terms. Users must retain their own order records.

7. Pricing, taxes and payment

Prices are in Canadian dollars unless clearly stated otherwise. Every mandatory fee controlled by TVM or a Vendor must be included in the advertised price or clearly disclosed as early as required by law; government-imposed taxes and variable delivery charges will be shown before the order is submitted. TVM and Vendors must not advertise an unattainable price.

Payment may be processed by Stripe and its affiliates or another provider disclosed at checkout. The payment provider's terms and privacy practices may apply. The name appearing on a card statement will be disclosed before or immediately after checkout where reasonably practicable. A Shopper must use an authorized payment method and must not submit a false or abusive payment dispute.

8. Shipping and pickup

The Vendor controls fulfilment and is responsible for accurate processing estimates, suitable packaging, shipment, pickup arrangements and communications. Delivery dates are estimates unless expressly guaranteed. Legal title and risk of loss pass as required by applicable law; a Vendor Policy cannot shift risk contrary to law. A Shopper must provide accurate delivery information and follow reasonable pickup instructions.

9. Returns, refunds and disputes

Vendor-defined policies govern voluntary change-of-mind returns, exchanges and cancellations, subject always to Part III and applicable law. TVM does not impose a universal change-of-mind return period. If a Vendor has not published a policy, no voluntary change-of-mind return is promised, but all legal remedies remain available.

A Shopper should first contact the Vendor using the order channel. If the Vendor does not resolve the matter, the Shopper may contact TVM. TVM may request evidence, facilitate communication, restrict an account or listing, or administer a refund when authorized by law, the payment provider's rules, this package or the Vendor Agreement. TVM does not guarantee a particular resolution.

10. Reviews and communications

Reviews must describe a genuine experience and must not be fabricated, purchased, manipulated, defamatory, threatening, discriminatory or otherwise unlawful. TVM may label, restrict or remove reviews that violate these rules and may allow the affected Vendor to respond. TVM does not guarantee the accuracy of every review.

11. Acceptable use

- Do not impersonate another person, misrepresent an order or submit fraudulent information.
- Do not interfere with security or operation, introduce harmful code, scrape the Platform without written permission, or attempt unauthorized access.
- Do not harass, threaten, discriminate against or violate the rights of another person.
- Do not manipulate reviews, search, location or discovery features.
- Do not use the Platform for unlawful, counterfeit, unsafe, deceptive or rights-infringing activity.

12. Intellectual property and user content

TVM owns or licenses the Platform software, design, branding and original content. TVM grants you a limited, revocable, non-exclusive and non-transferable right to use the Platform for its intended purpose. You retain ownership of your User Content. You grant TVM a non-exclusive, worldwide, royalty-free licence, with the right to sublicense to service providers, to host, store, reproduce, resize, crop, format, publish and display that content only as reasonably necessary to operate, secure and improve the Platform, publish your review or communication, and enforce this package. The licence ends when the operational, backup, legal and dispute-retention purposes end, except for content already lawfully incorporated into an order record or publication that cannot reasonably be withdrawn.

13. Availability and third parties

The Platform may be maintained, updated or unavailable. TVM does not guarantee uninterrupted, secure or error-free operation, permanent storage or compatibility with every service or device. Third-party providers control their services and terms. Nothing excludes liability that cannot legally be excluded.

14. Shopper disclaimers and liability

Except for obligations expressly stated and to the maximum extent permitted by law, the Platform is provided as is and as available. TVM does not manufacture or independently inspect every Vendor Product and does not guarantee a Vendor's quality, authenticity, safety, legality, availability, delivery or performance.

To the maximum extent permitted by law, TVM is not liable for indirect, incidental, special, consequential, exemplary or punitive loss, or lost profit, opportunity, goodwill or data. TVM's aggregate liability to a Shopper arising from the Platform will not exceed the greater of CAD \$100 and the amount the Shopper paid directly to TVM for the specific service giving rise to the claim. This limit does not apply to fraud, wilful misconduct, gross negligence, death or personal injury caused by TVM, or liability that cannot lawfully be limited. It does not limit the Vendor's obligations for a Vendor Product.

15. Suspension and ending use

TVM may remove content or suspend access where reasonably necessary for fraud, security, safety, legal compliance, payment risk, repeated misuse or material breach. TVM will give notice and an opportunity to respond where reasonable, but may act immediately for an urgent risk. You may stop using the Platform and request account closure subject to outstanding orders, disputes, records and legal retention requirements.

16. Disputes with TVM

Before starting formal proceedings against TVM, send a description of the dispute and requested resolution to info@thevirtualmarket.ca and allow 30 days for good-faith discussion. This does not prevent urgent relief, preservation of a limitation period, a complaint to a regulator or use of a non-waivable consumer process. Alberta law and federal Canadian law applicable there govern this agreement. Subject to mandatory consumer rights to proceed elsewhere, courts in Calgary, Alberta have jurisdiction.

PART II

Vendor Agreement

Applies to: Every applicant and approved Vendor. The individual accepting represents that they have reached the age of majority and have authority to bind the named Vendor.

This Vendor Agreement is between TVM and the person or entity approved to operate a Vendor shop. It is a commercial agreement. By submitting an application, creating a shop, accepting an order or purchasing or renewing a membership, the Vendor agrees to this Part II and Parts III, IV and V.

TVM is built to give independent Canadian makers and small shops access to professional e-commerce tools without sales commissions. These terms protect Shoppers, Vendors and the Platform while allowing Vendors to remain independent. TVM will communicate concerns clearly, provide a reasonable opportunity to respond when safety or law does not require immediate action, and will not unnecessarily hold funds unrelated to a concern.

17. Vendor identity, eligibility and verification

The Vendor must be a Canadian resident, sole proprietor, partnership, corporation or other organization approved in writing by TVM. The Vendor must provide its correct legal and operating names, business and mailing addresses, telephone number, email, ownership and tax information, and any information reasonably required for identity, banking, fraud, insurance, product or legal verification.

Approval is personal to the Vendor. The Vendor may not transfer its shop or materially change ownership, location or product category without notice and any required reapproval. TVM may decline an application in accordance with law and marketplace standards. Approval does not guarantee traffic, ranking, sales, profit or continued eligibility.

18. Independent business

The Vendor operates an independent business and is solely responsible for its personnel, expenses, licences, insurance, products, pricing, taxes, fulfilment and customer obligations. Nothing creates employment, agency, partnership, joint venture, franchise, fiduciary or representative authority. The Vendor must not make a promise, representation or admission on TVM's behalf.

19. Membership, fees and automatic renewal

The selected membership's features, geographic scope, price, taxes and annual billing interval are displayed before purchase and form part of this Agreement. TVM charges no commission on Vendor Product sales unless TVM proposes a new fee in writing and the Vendor affirmatively accepts it. Payment-provider, banking, currency, refund and dispute fees may apply independently.

An annual membership automatically renews on each anniversary of the initial paid start date. The Vendor authorizes the then-current membership fee and taxes to be charged to the payment method on file. TVM will send a renewal reminder and any price-change notice at least 30 days before renewal and, where practicable, a second reminder approximately seven days before renewal.

The Vendor may prevent renewal through the account cancellation control or by emailing info@thevirtualmarket.ca before 11:59 p.m. Mountain Time on the day before renewal. Cancellation ends future renewal but does not ordinarily produce a prorated refund after a paid period begins, except where required by law or expressly offered. TVM may provide a courtesy refund when cancellation is requested within seven days after an accidental renewal and the renewed membership has not been materially used. A material reduction in paid features during a term permits cancellation and a reasonable prorated refund unless caused by Vendor breach or an external event beyond TVM's reasonable control.

If payment fails, TVM may give a seven-day cure period and may hide the shop after that period. Hiding or closure does not affect open orders, refunds, disputes, chargebacks or other accrued obligations.

20. Shop operation and availability states

The Vendor must keep its shop information current and intentionally select the available status that accurately reflects whether the shop is live, temporarily hidden or closed. A hidden or closed shop must continue to service existing orders. The Vendor must keep access credentials secure, restrict staff access appropriately and notify TVM promptly of unauthorized access.

21. Listings and claims

The Vendor is solely responsible for every listing and represents that it is accurate, complete, not misleading and supported by reasonable evidence. The Vendor must own or be authorized to sell the product and use all listing content, names, brands and designs. The Vendor must disclose materials, dimensions, reasonable handmade variations, allergens or hazards, processing time, availability, shipping, total charges, and information required by law.

Claims about health, efficacy, performance, origin, sustainability, certification, Indigenous identity, materials or composition must be truthful, substantiated and legally permitted. The Vendor must correct an error immediately and must not fulfil an order based on a materially inaccurate price or description without the Shopper's informed agreement.

22. Vendor customer policies

The Vendor must publish clear cancellation, return, exchange, refund and final-sale terms before accepting orders. TVM permits Vendor-defined policies and does not require a universal voluntary return period. A Vendor may offer no change-of-mind returns if that position is clearly disclosed and lawful. No Vendor Policy may exclude statutory rights or remedies for defective, unsafe, counterfeit, materially misdescribed, unlawfully sold or undelivered products.

If the Vendor publishes no policy, the default is no promised voluntary change-of-mind return, while statutory rights and Parts I and III continue. Ambiguous Vendor terms will be interpreted against the Vendor to the extent required by law. TVM may require the Vendor to revise a confusing, misleading, unlawful or operationally unworkable policy.

23. Orders and service standards

- Monitor order and customer channels on each business day the shop is live, or use available hidden, closed or vacation settings when unable to respond.
- Accept or decline an order within two business days, unless a shorter period is displayed or TVM approves another workflow.
- Fulfil an accepted order within the processing time shown when purchased.
- Respond to a Shopper or TVM order inquiry within two business days.
- Provide accurate tracking or pickup information when applicable.
- Maintain professional, non-discriminatory communications and preserve relevant order records.
- Promptly refund amounts due and comply with statutory refund deadlines.

24. Product compliance and records

The Vendor must comply with all applicable product safety, consumer protection, labelling, packaging, measurement, environmental, accessibility, advertising, import, tax and licensing requirements. The Vendor must hold permits and registrations appropriate to the product. Tax and financial records must be retained for the period required by law; order, safety, batch, insurance and intellectual-property records must be retained for the period reasonably appropriate to the product and any continuing claim. TVM may request records reasonably related to safety, authenticity, tax, insurance, rights ownership, order or legal compliance.

25. Insurance

TVM strongly recommends that every Vendor maintain business and product liability insurance appropriate to its activities. TVM may require proof of insurance, reasonable category-based limits or additional documentation before approving a designated higher-risk product category. Any mandatory insurance requirement will be communicated before the affected product is approved or, for an existing category, on reasonable advance notice.

26. Recalls, safety events and regulator contact

The Vendor must immediately notify TVM of an actual or suspected product defect, contamination, injury, adverse event, recall, regulator contact or other material safety issue. The Vendor must stop sales, identify affected orders, preserve traceability records, cooperate with TVM and regulators, contact affected Shoppers when directed or legally required, and bear legally attributable recall, notice, shipping, refund, disposal and remediation costs. The Vendor must notify its insurer and may not speak for TVM.

27. Payments and Stripe services

Vendor payments and payouts are processed through Stripe Connect and its affiliates unless TVM discloses another provider. The Vendor must complete and maintain its connected-account onboarding and accept the provider terms applicable to its account. The Vendor authorizes TVM and Stripe to process transaction data and take actions reasonably necessary for charges, transfers, payouts, refunds, reversals, disputes, verification and legal compliance.

28. Payouts, reserves and negative balances

Payout timing shown in the account is an estimate and may be affected by Stripe verification, bank delays, refunds, disputes, fraud, law or account status. TVM may instruct Stripe to hold or offset only amounts reasonably connected to an identified refund, chargeback, negative balance, prohibited transaction, investigation, legal obligation or material breach. TVM will provide the amount held, the reason, any information requested from the Vendor and an estimated next review date where legally and operationally permitted. TVM will release undisputed amounts unless broader fraud, solvency, safety or legal risk reasonably justifies a wider hold. A hold will be reviewed at least every 30 days and ends when the reason is resolved, except for amounts needed for an active dispute, legal retention, card-network period or final reconciliation.

The Vendor authorizes recovery from available balances and future payouts. If those are insufficient, the Vendor must pay an undisputed negative balance within 10 business days after written demand.

29. Refunds, reversals and chargebacks

The Vendor is financially responsible for refunds, reversals, chargebacks and provider fees caused by its products, listings, fulfilment, policies, conduct or customer dispute. The Vendor must provide requested evidence within the deadline shown by TVM or Stripe. TVM may submit a response but cannot guarantee the outcome. Card-network, provider or legal decisions may be final.

TVM will ordinarily notify the Vendor and allow a reasonable opportunity to respond before administering a refund. TVM may act without advance consent when required by law or a binding card-network or provider decision, for an urgent safety issue, where the Vendor has abandoned the order or failed to respond within the stated timeframe, or where the refund is unambiguously required by the Vendor Policy. TVM may offset properly attributable amounts or invoice the Vendor.

30. Taxes and receipts

The Vendor is responsible for determining registration, collection, invoicing, reporting and remittance obligations for GST/HST and provincial or territorial taxes on Vendor Product sales, except for an amount TVM is legally required or expressly agrees in writing to collect or remit. The Vendor must provide accurate tax status and registration numbers and promptly update them.

31. Shopper personal information and CASL

The Vendor may use Shopper information only to fulfil and support the order, meet legal duties, prevent fraud, or for another purpose supported by legally valid consent. The Vendor must use reasonable safeguards, restrict access, retain information only as needed, report a suspected breach to TVM immediately, and securely delete or anonymize information when no longer required. The Vendor must not sell Shopper information or add a Shopper to marketing messages without a valid independent consent basis and all required identification and unsubscribe elements.

32. Vendor content licence and intellectual property

The Vendor retains ownership of its brand, product designs and listing content. The Vendor grants TVM a non-exclusive, worldwide, royalty-free licence, with a right to sublicense to operational and promotional service providers, to host, store, reproduce, resize, crop, format, publish, display and distribute Vendor Content as reasonably necessary to operate and secure the Platform and to display and promote the Vendor's shop and products. TVM will not acquire ownership of product designs merely because they were uploaded.

The licence ends after shop closure except for reasonable backups, legal and dispute records, completed order records, and promotional material already published that cannot reasonably be withdrawn. TVM will stop new paid promotion using the Vendor's brand after closure unless separately authorized. The Vendor consents to ordinary technical formatting that does not materially distort the work.

33. Confidentiality

Each party must protect non-public business, technical, security and customer information received from the other and use it only for this Agreement. This does not cover information already lawfully public, independently developed, rightfully received without restriction, or required to be disclosed by law. The receiving party must give notice before compelled disclosure where legally permitted.

34. Platform changes, data and service

TVM may maintain, update or replace features and may experience downtime. TVM does not promise a particular ranking, traffic level or uninterrupted service. During an active membership, TVM will not materially remove the core ability to maintain a shop and receive supported orders without reasonable notice, except for security, legal, third-party or emergency reasons.

The Vendor must keep independent records. On written request made before or within 30 days after account closure, TVM will provide any standard account export then available, subject to privacy, security, legal retention and technical limits. TVM may delete remaining content after that period in accordance with the Privacy Policy.

35. Suspension, termination and open orders

TVM may remove a listing, hide a shop, suspend a payout or restrict access for suspected fraud, safety, illegality, payment risk, repeated complaints, infringement, privacy risk or material breach. TVM will provide reasons and an opportunity to respond where reasonable. It may act immediately for urgent risk and review a temporary investigation at reasonable intervals.

TVM may terminate for material breach that is not cured within 10 business days after notice, if curable, or immediately for fraud, dangerous products, repeated infringement, deliberate misuse, insolvency-related payment risk or conduct creating imminent harm. Either party may terminate without cause at the end of the current paid membership period by preventing renewal. If TVM ends an active paid membership without Vendor fault before the end of the term, TVM will provide a reasonable prorated membership refund.

Termination does not cancel accepted orders. The Vendor must fulfil or lawfully refund them, service returns and recalls, resolve disputes, pay negative balances and remain reachable until those matters end. TVM may retain necessary account access or communications for that limited purpose.

36. Vendor indemnity

To the extent permitted by law, the Vendor will indemnify TVM and its directors, officers, employees and contractors against third-party claims and directly attributable regulatory, recall, chargeback, refund and reasonable remediation costs arising from the Vendor's products, listings, taxes, privacy practices, infringement, legal non-compliance, fulfilment or material breach. The obligation is reduced to the extent caused by TVM's negligence, wilful misconduct or breach. TVM will take reasonable steps to mitigate recoverable loss.

TVM will give reasonably prompt notice, subject to prejudice. The Vendor may participate with acceptable counsel, but TVM may control a matter materially affecting TVM or the Platform. The Vendor may not settle a claim that admits wrongdoing by, imposes obligations on, or fails to fully release TVM without TVM's written consent, not to be unreasonably withheld.

37. Vendor limitation of liability

To the maximum extent permitted by law, neither party is liable to the other for indirect, incidental, special, consequential, exemplary or punitive loss or lost profit, revenue, goodwill, opportunity or data. TVM's aggregate liability to a Vendor is limited to the membership fees paid directly to TVM in the 12 months before the event giving rise to the claim.

The limits do not apply to fraud, wilful misconduct, gross negligence, death or personal injury, breach of confidentiality, infringement or misappropriation of the other party's intellectual property, the Vendor's payment, refund, chargeback, recall, privacy or indemnity obligations, or liability that cannot legally be limited. For an ordinary accidental Vendor breach that does not fall within those exclusions, the Vendor's direct liability to TVM will not exceed the greater of the insurance proceeds available for the claim and two times the membership fees paid or payable for the current term.

38. Vendor disputes and governing law

Before proceedings, a party must provide written details and allow 30 days for good-faith discussion, without preventing urgent relief or preservation of a limitation period. This Agreement is governed by Alberta and applicable federal Canadian law. The parties attorn to the courts in Calgary, Alberta. A claim within Alberta's civil-claims jurisdiction may be brought there. No mandatory arbitration or restriction on truthful regulatory complaints applies.

39. Changes and assignment

TVM may make non-material operational updates on reasonable notice. A material change to Vendor fees, payout rights, liability, indemnity, dispute terms or core paid features applies only prospectively after reasonable notice and affirmative acceptance, ordinarily at login or renewal. If the Vendor does not accept, the existing Agreement continues until the end of the current paid term unless the change is required by law, security or a third-party provider. No change applies retroactively unless required by law or expressly accepted. The Vendor may not assign this Agreement without consent. TVM may assign it in a merger, financing, reorganization, asset sale or Platform transfer, provided accrued rights are preserved.

Marketplace Transaction Policy

Applies to: Each Shopper and Vendor involved in an order. Vendor-defined policies remain permitted, but this Part supplies mandatory process and legal safeguards.

40. Priority of policies

Applicable law controls first. This Part controls next. A clearly displayed Vendor Policy controls voluntary change-of-mind returns, exchanges and cancellations and may be more generous than this Part. A Vendor Policy cannot restrict a non-waivable right or impose an undisclosed charge.

41. Vendor-defined return choices

Each Vendor chooses whether to accept voluntary change-of-mind returns, exchanges or cancellations and must disclose the decision, time limits, condition requirements, excluded products, return method, return-shipping responsibility, restocking charge if lawful, and refund method before checkout. If no policy is displayed, the default is no voluntary change-of-mind return or exchange. This default does not apply to statutory remedies or products that are defective, unsafe, counterfeit, materially misdescribed, unlawfully sold or not delivered.

42. Reporting and response process

- 1 The Shopper contacts the Vendor through the order channel and explains the issue with relevant photos, tracking or other evidence.
- 2 The Vendor acknowledges the inquiry within two business days and provides a substantive response or reasonable investigation update within five business days.
- 3 If unresolved, either party may ask TVM to facilitate. TVM may request the order record, communications, fulfilment evidence and policy in force at checkout.
- 4 TVM may administer action authorized by law, payment-provider rules or the Vendor Agreement. A payment-provider or statutory process may proceed independently.

These reporting targets do not shorten a legal limitation, warranty or cancellation period. A Shopper should report visible shipping damage promptly because delay can impair carrier evidence, but failure to report within a suggested period does not waive a non-waivable right.

43. Refund mechanics

Approved refunds are returned through the original payment method unless another method is agreed and lawful. Timing may depend on the payment provider and financial institution. The Vendor must initiate a refund promptly and within any statutory deadline. A Vendor must not require a Shopper to waive legal rights, delete an honest review or accept store credit where a monetary refund is legally required.

44. Non-delivery and pickup

If delivery does not occur within the promised period, the parties will follow applicable internet-sales law, including statutory cancellation rights that may arise after specified delays. A Vendor cannot avoid responsibility merely by omitting an estimated date. A Shopper who refuses delivery, supplies an incorrect address or fails to attend a properly notified pickup may bear reasonable, disclosed additional costs where lawful.

45. Custom, perishable and hygiene-sensitive goods

A Vendor may restrict voluntary returns for customized, personalized, perishable, intimate or hygiene-sensitive products if the restriction is clear before checkout and lawful. The restriction does not apply where the product is defective, unsafe, materially misdescribed or otherwise subject to a mandatory remedy.

46. Payment disputes

Shoppers are encouraged to use the Vendor and TVM process before initiating a chargeback, but retain lawful cardholder rights. No chargeback is automatically a breach. Knowingly false or abusive claims may result in evidence being submitted to the provider and account restriction. Vendors must not harass a Shopper or retaliate for using a lawful dispute process.

Product and Conduct Standards

Applies to: All Vendor applications, listings, products, communications and fulfilment. These standards supplement, and do not replace, applicable law.

47. Always prohibited

- Illegal, stolen, recalled, counterfeit, adulterated, unsafe or deceptively described goods.
- Controlled substances, illegal drugs, drug paraphernalia, explosives and prohibited weapons.
- Prescription-only products or unlicensed health products and unlawful medical or therapeutic claims.
- Content or goods that infringe copyright, trademark, patent, design, privacy, publicity or other rights, including unauthorized team, character, brand or celebrity merchandise.
- Hate-promoting, exploitative, sexually abusive or otherwise unlawful material.
- Fraudulent services, pyramid schemes, deceptive financial offers or products designed to evade law or Platform safeguards.
- Products subject to a safety notice or recall unless TVM expressly authorizes a legally compliant remedy listing.

48. Categories that may require additional review

TVM may request licences, labels, insurance, testing or supporting records, and may require prior written approval where risk warrants it, for food and beverages; cosmetics, soaps and body products; children's products and toys; candles and other combustion products; ingestible, herbal or wellness products; pet consumables; alcohol or cannabis-related goods; knives or tools; electrical goods; and any category TVM designates as higher risk. Any approval process will be explained to the Vendor and approval may be withdrawn if information, law or risk changes.

49. Category duties

- Food: disclose ingredients and allergens, comply with preparation, packaging, labelling and licensing rules, and maintain lot or batch traceability where appropriate.
- Cosmetics and body products: comply with ingredient, notification, labelling and claims rules and retain formulation and batch records.
- Children's products: meet applicable design, testing, labelling, age-grading and hazard requirements.
- Candles and heat-producing goods: provide required warnings, safe-use instructions and appropriate insurance.
- Health and wellness: do not claim to diagnose, treat, cure or prevent disease unless lawfully authorized and supported.
- Licensed brands: retain written authorization and produce it on request.

50. Marketplace conduct

Users must communicate respectfully and must not discriminate, harass, threaten, deceive, manipulate reviews, interfere with another shop, misuse personal information or evade an existing order's payment or dispute process. TVM may investigate, preserve relevant records and report suspected unlawful activity to regulators, law enforcement, payment networks or affected rights holders as permitted or required by law.

51. Reporting intellectual-property concerns

A report to info@thevirtualmarket.ca should identify the rights holder and contact information, the protected work or mark, the exact listing or URL, the basis of the claim, evidence of ownership or authorization, a good-faith statement and signature. TVM may temporarily restrict content while assessing a report and may share necessary details with the affected Vendor. Repeated or deliberate infringement may result in termination.

Privacy Policy

Applies to: Individuals who browse, create accounts, apply as Vendors, purchase products, communicate with TVM or otherwise provide personal information.

TVM is responsible for personal information under its control. This Part describes TVM's general practices.

52. Information TVM may collect

- Account and identity information, including name, email, telephone number, address and credentials.
- Vendor business, ownership, tax, insurance, product and verification information.
- Order, product, shipping, pickup, refund, dispute and customer-service records.
- Payment and payout information processed through Stripe or another provider; TVM generally receives tokens, identifiers and transaction details rather than complete card numbers.
- Device, browser, IP address, cookie, analytics, security, location and Platform-use information.
- Messages, reviews, applications, surveys and other content submitted to TVM.

53. Purposes

TVM may collect, use and disclose personal information to operate accounts and shops; process and fulfil orders; connect Shoppers and Vendors; administer payments, payouts, refunds and disputes; prioritize local content; communicate service information; provide consented marketing; prevent fraud and secure the Platform; verify Vendors and products; improve services; comply with tax, product-safety, legal and regulatory duties; and establish, exercise or defend legal rights.

TVM will seek consent where required and will limit collection, use and disclosure to purposes a reasonable person would consider appropriate. Withdrawing consent may affect features that require the information, but does not affect processing already lawful or required for orders, security, records or law.

54. When information is shared

- With the applicable Vendor or Shopper as necessary for an order and customer service.
- With Stripe, banks and payment providers for charges, verification, payouts, refunds and disputes.
- With hosting, analytics, email, support, security and professional service providers under appropriate contractual controls.
- With regulators, tax authorities, law enforcement, courts, insurers or rights holders where permitted or required by law.
- In a financing, merger, reorganization, sale or transfer, subject to appropriate confidentiality and lawful use.
- With another person when the individual consents or directs TVM to do so.

Vendors are independent organizations for information they receive and must meet their own privacy obligations. TVM does not sell personal information for money.

55. Service providers and location

TVM is based in Canada, but service providers may process information in other provinces or countries where it may be subject to local law. TVM uses contractual, administrative and technical measures appropriate to the sensitivity of the information.

56. Cookies, analytics and local discovery

TVM may use essential cookies for security, login and checkout and optional cookies or similar tools for preferences, analytics and marketing. Where required, optional tools will not operate until valid consent is obtained. Users will be given available choices. Location may be inferred from an entered address, selected location or IP-derived region to prioritize relevant Vendors; the source and precision used must be disclosed in the live interface.

57. Email and marketing

TVM may send transactional or service messages concerning accounts, orders, security and policy changes. Commercial electronic messages will be sent only with a lawful consent basis and will identify the sender and include a functioning unsubscribe mechanism. TVM will record consent and honour unsubscribe requests within the legally required period. Unsubscribing from marketing does not stop necessary order or security communications.

58. Safeguards and breaches

TVM uses safeguards appropriate to the sensitivity, volume and format of the information. No system is completely secure. TVM will investigate suspected incidents, mitigate harm, preserve required records and notify affected individuals and regulators where required. Vendors must immediately report incidents affecting Platform or Shopper information.

59. Retention and disposal

TVM retains information only as long as reasonably necessary for the identified purposes, including account operation, orders, tax and accounting, disputes, fraud prevention, safety, backups and legal requirements. Retention periods may differ by record type. Information will be securely deleted or anonymized when no longer required.

60. Access, correction and complaints

An individual may request access to or correction of personal information, withdraw consent where applicable, or raise a complaint by emailing info@thevirtualmarket.ca with enough information to verify identity and locate the record. TVM will respond as required by law and may withhold information only where legally permitted. If unresolved, an individual may contact the appropriate privacy regulator.

61. Privacy contact

Privacy Officer, SLC Inc. operating as The Virtual Market
Email: info@thevirtualmarket.ca
Location: Calgary, Alberta, Canada

General Provisions

Applies to: Every agreement in this package, to the extent applicable.

62. Notices

TVM may give operational notice through the Platform or account and legal or material-change notice by email to the current address on file. A user must keep that address current. A notice is deemed received when delivered without an automated failure notice, subject to proof and applicable law. Formal notices to TVM must be sent to info@thevirtualmarket.ca and the legal address below.

63. Events beyond reasonable control

A party is not liable for delay caused by an event beyond its reasonable control, including widespread network failure, natural disaster, labour disruption, government action or supplier failure, if it uses reasonable efforts to mitigate and resumes performance promptly. This does not excuse payment already due, a legally required refund, product-safety action, privacy response or obligations that can reasonably still be performed.

64. Entire agreement and priority

The applicable Parts of this package, information and policies displayed before checkout, and any individually signed agreement expressly incorporated are the entire agreement between the relevant parties concerning their subject. Applicable law prevails. For a Shopper-Vendor sale, Part III prevails over a conflicting Vendor Policy, and a more generous Vendor Policy may supplement Part III. An individually signed TVM agreement prevails over this package only for an express conflict.

65. Severability, waiver and survival

An unenforceable provision will be limited or severed only as necessary and the remainder continues. Failure to enforce is not a waiver. Payment, tax, order, refund, chargeback, recall, confidentiality, privacy, intellectual-property, records, indemnity, liability and dispute provisions survive to the extent their purpose requires.

66. Language and Canadian availability

TVM currently intends to operate Canada-wide. The English version governs only to the extent legally permitted.

67. Contact and legal identity

SLC Inc., operating as The Virtual Market
Website: thevirtualmarket.ca
General and legal email: info@thevirtualmarket.ca
Location: Calgary, Alberta, Canada
Privacy Officer: info@thevirtualmarket.ca