Spectra

# Customer Terms and Conditions

Operated by Mesmera Inc., doing business as Spectra **Last updated:** October 15, 2026

KEY POINTS

This is a summary only; the full Terms below control. Spectra lists offers that restaurants provide. We do not make, sell or serve food and we do not guarantee any offer, price, hours, availability, or quality. A ticket is a request for an offer, not a guarantee of a table or an item. Free tickets are limited and cannot be cancelled or refunded. Subscriptions renew automatically and you can cancel at any time. Our liability is limited as set out in Section 10.

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## 1 Introduction

1.1 **Who we are.** The Spectra platform, including the Spectra website and app (the "Platform"), is operated by Mesmera Inc., doing business as Spectra ("Spectra", "we", "us" or "our"). In these Terms, "merchant" means a restaurant or other business that participates in the Platform.

1.2 **Agreement.** These Terms and Conditions ("Terms") govern your use of the Platform and its services. By creating an account, accessing or using Spectra, you agree to these Terms and to our Privacy Policy. If you do not agree, do not use the Platform. Please read these Terms carefully, especially Sections 4, 5, 10 and 11, which limit our responsibility and set out your obligations.

## 2 Eligibility and Account Registration

### 2.1 Eligibility and Age

Spectra is open only to individuals who are at least 18 years of age. By registering for or using Spectra, you represent and warrant that (a) you are at least 18 years old, (b) you have the legal capacity to enter into these Terms, and (c) you are not prohibited by law from using the Platform. We do not knowingly collect personal information from anyone under 18. If we learn that an account belongs to someone under 18, we may suspend or delete it and the information associated with it. Merchants may request identification to confirm customer eligibility for discounts, promotions, or age-restricted offers, including offers involving alcohol.

### 2.2 Account Information

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

### 2.3 Account Security

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

### 2.4 One Account Per User

Each individual may maintain only one (1) active Spectra account. Creating, registering, accessing, or using more than one account, whether to circumvent usage limits, promotional restrictions, ranking and review rules, or any other provision of these Terms, is prohibited. Spectra reserves the right to suspend or terminate any duplicate account without entitlement to any refund.

### 2.5 Real Identity

You must register and use Spectra under your real name and accurate identity information. Impersonating another person, using a fake or fictitious identity, or otherwise misrepresenting who you are is prohibited and may result in immediate suspension or termination of your account, without prior warning and without entitlement to any refund.

## 3 Use of Services

### 3.1 Personal Use

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

### 3.2 Prohibited Activities

You agree not to engage in activities that interfere with or disrupt the Platform, including hacking, phishing, transmitting malware, scraping or collecting data from the Platform by automated means, using bots, or reselling, sharing, transferring or publicly posting redemption codes. Merchants reserve the right to refuse service to individuals who fail to comply with their established rules and policies.

### 3.3 Account Suspension, Termination, and Ban Evasion

Spectra reserves the right to suspend or ban any account at any time, with or without notice, for any reason that is not unlawfully discriminatory, including violation of these Terms.

If your account is suspended or banned, you may not create, access, register, or use a new or existing account, under your own identity or otherwise, to evade that suspension or ban. Spectra may suspend or terminate any account, including any newly created account, used for such evasion, without entitlement to any refund.

Spectra reserves the right to pursue any and all available legal and equitable remedies for violations of these Terms.

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## 4 Discounts, Offers, and QR Codes

### 4.1 Offer Currency

Offers, discounts, and pricing displayed on Spectra's website, in the Spectra app, or in any promotional or marketing content (including videos, social media posts, and physical signage or stickers at participating restaurants) reflect information available to Spectra at the time of publication and are subject to change at any time, at the discretion of the participating merchant, without notice.

Spectra does not guarantee that any previously advertised, posted, or displayed offer remains currently available. The only offer Spectra represents as current is the one reflected in the Spectra app at the time you generate a redemption code. You are responsible for confirming the current offer in the Spectra app before relying on any externally posted content, including past videos, social media posts, or physical signage.

### 4.2 Offers Are Provided by Merchants

Offers, menus, prices, descriptions, photos, hours, availability, portion sizes, and conditions shown on the Platform are provided by or agreed with participating merchants. Spectra does not set, control, prepare, sell or fulfill them, does not verify them independently, and does not guarantee that they are accurate, complete, current, or available. The merchant, not Spectra, is the party that provides the food, drinks, and services, and any agreement to purchase them is between you and the merchant.

### 4.3 Estimated Value Comparisons and Reference Prices

Certain offers (such as fixed-price menus, set courses, bundled items, or specially portioned dishes) display an estimated percentage value (for example, "-50%") or an estimated reference ("regular") price alongside the offer price.

**(a) Estimated discount percentages.** This percentage is an illustrative estimate only. It is calculated by comparing the bundled price to the approximate, typical cost of ordering the equivalent items separately, based on general pricing information available to Spectra. It is not a tracked, verified, audited, or guaranteed "regular price," and it does not represent a discount from any specific price actually charged by the merchant for the bundled offer itself.

**(b) Timing of estimates.** Any reference or "regular" price shown on a ticket reflects pricing information available to Spectra at the time the ticket is generated. If the merchant changes its pricing after a ticket has been generated, the reference price displayed on that already-issued ticket will not be updated to reflect the change. A ticket's reference price is accurate only as of its creation, not as of any later date.

**(c) Portion-based estimates.** Certain offers feature a portion size exclusive to Spectra (for example, a half portion not otherwise sold by the merchant). Where no directly comparable reference price exists for that portion, Spectra may estimate one by proportionally adjusting the merchant's regular price for the comparable full-size item (for example, dividing the full-portion regular price by two for a half-portion offer). This method produces an approximation only. Spectra does not guarantee that this estimate reflects what the merchant would actually charge for that specific portion size if sold independently, and actual food and preparation costs do not necessarily scale linearly with portion size.

**(d) No liability.** Spectra does not warrant the precision of any displayed percentage, reference price, or portion-based estimate under this Section 4.3, and none of these figures should be relied upon as guaranteed or exact. Spectra disclaims all liability for any inaccuracy, variance, or discrepancy arising from any estimate described in this Section 4.3. Responsibility for the actual composition, pricing, fulfillment, and accuracy of any offer rests solely with the participating merchant.

### 4.4 QR Codes

- Each QR code is valid for a single use and expires 24 hours after issuance.
- Codes are subject to limited availability, with a limited number allocated per restaurant.
- Without an active Restaurant Pass or Spectra Pass, each customer receives two (2) free tickets per calendar month in total, which may be used at any two (2) different restaurant locations, plus any additional tickets unlocked through referrals under Section 4.6.
- Free tickets, including those unlocked through referrals, are provided at no charge and in limited quantity. They have no cash value and cannot be cancelled, refunded, exchanged, transferred, or carried over to another month. A ticket that you claim and do not use, or that expires, is forfeited. Spectra may, at its sole discretion and without obligation, restore a ticket in the circumstances described in Section 4.5. Tickets that are part of a paid subscription, and paid tickets, are governed by Sections 5.7 and 6.2.
- With an active Restaurant Pass, each customer may redeem one (1) code per restaurant location per day.
- With an active Spectra Pass, each customer may redeem up to four (4) codes per restaurant location per day.
- QR codes cannot be combined or stacked; only one (1) code may be used per transaction.
- If you attempt to use a code outside a merchant's discount windows listed on Spectra, the merchant may refuse the discount.
- A code is a ticket to request the offer shown; it is not a guarantee of a table, a reservation, a seat, or of a specific item, and it may be refused for the reasons stated in these Terms or in the offer's conditions.

### 4.5 If a Merchant Refuses or Cannot Honor a Code

A code does not guarantee that a merchant is open, has capacity, or has any particular item available on a given day, even if your code is valid and unexpired. Merchants may be closed (including on holidays or for private events), fully booked, sold out of items, short-staffed, or unable to serve you for other reasons, and

Spectra is not responsible for this. Check the merchant's hours and, where needed, reserve ahead. If a merchant refuses a valid code or cannot honor an offer, please report it to us through the app or at support@joinspectra.com within twenty-four (24) hours. Spectra will review reports and may suspend or remove the offer and, at its discretion, restore your ticket, but, except for the refund of a paid ticket under Section 6.2, Spectra is not required to compensate you for the refusal or for any related loss, cost, or inconvenience.

### 4.6 Referral Unlocks

Spectra may offer additional perks to users based on their number of successful referrals, in tiers displayed in the app. Perks may include additional tickets (up to one (1) additional ticket per restaurant location per month), access to community rankings, "ninja mode," customizable maps, and similar features. The tiers and perks available at any time are those displayed in the app. Referral perks are free features: Spectra may add, remove, modify, or replace any referral tier, perk, or reward at any time without notice. The perks displayed at any given time reflect only what a tier currently unlocks and are not a guarantee that any specific perk will continue to be offered or remain unchanged.

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## 5 Subscription and Payment

### 5.1 Subscription Fees

Access to additional discount codes requires an active Spectra subscription. Subscription fees, billing frequency, and the automatic renewal terms are disclosed at the time of purchase, before you pay. Prices are in Canadian dollars. Applicable taxes (such as GST and QST) are added where required and are shown before you pay.

### 5.2 Restaurant Pass

The Restaurant Pass is currently offered at a Launch ("Founders") price of $4.99/month. You retain this Founders price for as long as your subscription remains continuously active without cancellation. If you cancel and later resubscribe, you may be charged the then-current standard price for the Restaurant Pass rather than the Founders price.

The Restaurant Pass provides one (1) discount code per restaurant location, renewing daily rather than monthly, as set out in Section 4.4.

### 5.3 Spectra Pass

The Spectra Pass is available for $9.99/month and includes all Restaurant Pass benefits, plus:

- up to four (4) discount codes per restaurant location per day, to allow you to bring guests;
- free access to Spectra social events;
- exclusive gifts, perks, and early access to new experiences, as made available by Spectra from time to time.

The specific benefits included in the Spectra Pass may be updated by Spectra from time to time in accordance with Section 12 (Changes to Terms). Codes are subject to the limits in Section 4.4, merchant availability, and the other conditions in these Terms, and a subscription does not guarantee that any particular

merchant will participate or that any particular offer will remain available. Section 10.5 applies to Spectra social events.

### 5.4 Automatic Renewal and Billing

Subscriptions are billed through the payment method you provide. Your subscription renews automatically each billing period (monthly or annually, depending on your plan) at the then-current price shown to you at purchase or in your most recent price notice, until you cancel. By subscribing, you authorize Spectra, and its payment processors, to charge your payment method on a recurring basis. We will send you a confirmation of your subscription and its terms by email after you subscribe.

### 5.5 Cancellation

You may cancel your subscription at any time, without fee or penalty, in the subscription settings of the app or by contacting support@joinspectra.com. Cancellation stops future renewals and takes effect at the end of your current billing period; you keep your access until then. Cancelling does not entitle you to a partial refund for unused time, except as set out in Section 5.7.

### 5.6 Price and Benefit Changes

We may change subscription prices, tiers, and benefits. A change to the price or paid benefits of an existing subscription will not take effect until we have notified you in writing (by email or in the app) at least thirty (30) days beforehand, describing the change, and it will apply from your next billing period after that notice. If you do not accept it, you may cancel before it takes effect, or within thirty (30) days after, without penalty. New prices and benefits apply immediately to anyone who subscribes after the change.

### 5.7 Refunds and Account Bans

All subscription and single-use code purchases are non-refundable, except as set out in Section 6.2 or below.

If Spectra suspends or bans your account for a violation of these Terms (including, without limitation, fraud, abuse, ban evasion under Section 3.3, or prohibited conduct under Section 7), you are not eligible for any refund of current or past subscription fees or single-use code purchases, including amounts paid for the current billing period.

If Spectra suspends or bans your account for reasons unrelated to any violation by you, or if we discontinue the Platform or your paid plan, Spectra will refund the prorated, unused portion of your current subscription period.

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## 6 Merchant Transactions

### 6.1 Free Tickets

Free tickets are described in Section 4.4. For most participating merchants, Spectra does not process customer payments for food, drinks, or other goods and services. Any purchases you make at such a merchant are handled directly with that merchant under their own terms, conditions, and refund policies. Spectra is not responsible for the quality, safety, availability, pricing, or fulfillment of merchant services described in this Section 6.1.

### 6.2 Paid Tickets

For certain participating merchants, Spectra offers the option to purchase a ticket directly through the Spectra platform, rather than redeeming a free code. Payments for paid tickets are processed by Stripe, a third-party payment processor, and are subject to Stripe's own applicable terms. Spectra collects payment for paid tickets and remits a portion of that payment to the relevant merchant, retaining the remainder as a service fee. A paid ticket is valid only for the merchant, date, and conditions shown when you purchase it and may not be transferred or resold.

If a merchant fails to honor a paid ticket through no fault of the customer, Spectra will refund the price paid for that ticket. That refund is your sole remedy against Spectra for the merchant's failure, and Spectra is not responsible for, and will not refund, any other loss, inconvenience, or expense arising from a merchant's failure to honor a paid ticket, including but not limited to travel costs or alternative arrangements. This refund right applies only to paid tickets under this Section 6.2 and does not affect the non-refundable nature of subscription fees described in Section 5.7.

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## 7 Social Features and Community Content

### 7.1 User-Generated Content

Spectra's Platform includes social features such as restaurant rankings, ratings, reviews, comments, photos, and similar community content ("User Content"). User Content reflects the views and opinions of the individual user who posted it and does not represent the views of Spectra. Spectra does not independently verify, endorse, or guarantee the accuracy of any User Content, and is not the author or publisher of it.

### 7.2 Authenticity of Ratings and Rankings

You may only rate, rank, or review a restaurant that you have genuinely visited or patronized. Submitting a rating, ranking, or review for a restaurant you have not visited, or materially misrepresenting your experience, is prohibited.

### 7.3 Prohibited Conduct

You agree not to:

- (a) post false, defamatory, misleading, or fraudulent comments, reviews, or ratings about any restaurant, merchant, or other user;
- (b) coordinate with other users, or use multiple accounts, to artificially inflate or deflate a restaurant's ranking, rating, or community standing;
- (c) impersonate another user, restaurant, or business, or misrepresent your affiliation with any restaurant or business;
- (d) post content intended to harass, intimidate, or improperly pressure a restaurant, merchant, or other user;
- (e) post content that infringes anyone's intellectual property, privacy, or other rights, or that is unlawful, hateful, or sexually explicit;
- (f) share another person's private messages, personal information, or images without their consent.

### 7.4 Enforcement

Spectra reserves the right to remove, hide, or restrict any User Content, and to suspend or ban any account, that it determines, in its reasonable discretion, violates this Section 7, without entitlement to any refund. Spectra may, but is not obligated to, investigate reports of suspected fraudulent, infringing, or manipulated User Content.

### 7.5 Licence to Your User Content

You keep ownership of your User Content. By posting it on or through the Platform, you grant Spectra a non-exclusive, worldwide, royalty-free, transferable, sublicensable licence to host, store, reproduce, display, adapt, translate, and distribute your User Content on the Platform and in Spectra's marketing and promotion of the Platform, for as long as the content remains on the Platform and for a reasonable period afterwards. You confirm that you own or have the rights needed to grant this licence, and you waive any moral rights in your User Content as against Spectra and its licensees.

### 7.6 Reporting Content and Takedown Requests

If you believe any content on the Platform infringes your rights, is inaccurate, or violates these Terms, including a merchant that disputes a review, contact us at support@joinspectra.com with enough detail to identify the content, the problem, and your contact information. We may remove or restrict content while we review the report. Spectra does not guarantee that reported content will be removed or changed.

### 7.7 Rankings and Scores

Rankings, ratings, scores, badges, and "Elo" or similar results shown on the Platform are generated from user input and our own methods, are statements of opinion rather than fact, and are not endorsements or guarantees of any merchant.

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## 8 Intellectual Property

All content on Spectra's Platform, other than User Content and merchant materials, is owned by Spectra or its licensors. Unauthorized reproduction, distribution, or use is prohibited. Merchant names, logos, menus, and photos belong to their respective owners and are displayed with their permission or under their agreements with us.

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## 9 Promotional Codes

Spectra may provide promotional offers or free trial codes subject to specific terms. Spectra reserves the right to revoke codes if misused.

## 10 Disclaimers and Limitation of Liability

### 10.1 Spectra Is a Platform

Spectra is a platform that connects customers with merchants. Spectra is not a restaurant, does not prepare or serve food or drinks, does not employ merchants or their staff, and is not a party to your dealings with a merchant, except as expressly provided in Section 6.2 with respect to paid tickets.

### 10.2 No Warranties

The Platform and all content, offers, rankings, and services are provided "as is" and "as available," without any warranty of any kind, express or implied, including any warranty of accuracy, completeness, availability, fitness for a particular purpose, or non-infringement. We do not guarantee that the Platform will be uninterrupted, error-free, secure, or free of harmful components, or that any offer, ticket, or code will be available or honored.

### 10.3 Merchant Matters

Merchants are independent businesses. Spectra is not responsible or liable for, and gives no assurance about, any of the following: the quality, taste, freshness, safety, preparation, portion size, or presentation of any food or drink; allergens, ingredients, dietary suitability, or hygiene (always tell the merchant about any allergy or dietary need and ask them directly); menu items, descriptions, photos, or prices; opening hours, availability, wait times, seating, or reservations; the service, conduct, or decisions of any merchant, its staff, or other patrons; the merchant's licences, permits, insurance, or compliance with law; alcohol service; or any merchant's refusal, error, delay, closure, or cancellation. Any dispute or claim about these matters is between you and the merchant. Section 4.2 and Section 6.2 continue to apply.

### 10.4 Estimates and User Content

Spectra is not liable for any inaccuracy in estimated value comparisons described in Section 4.3, nor for the content, accuracy, or consequences of any User Content described in Section 7, whether posted by you or by others.

### 10.5 Social Events and Third Parties

Spectra social events are provided for your enjoyment and you take part at your own risk. Spectra is not responsible for the conduct of other attendees, third-party venues, or vendors, or for the loss or damage of your belongings. You must follow venue rules and applicable laws, including laws about alcohol. By attending an event you consent to being photographed or filmed for Spectra's promotional use; you may tell a Spectra team member at the event if you prefer not to appear, and we will make reasonable efforts to respect that. The Platform may link to or rely on third-party services (including Apple, Google, Stripe, Twilio, and social media platforms), whose own terms apply and for which Spectra is not responsible.

### 10.6 Limit on Total Liability

Spectra's total liability to you for any claim arising from or related to these Terms or the Platform, whatever the legal basis, will not exceed the greater of (a) the total amount you paid to Spectra in the twelve (12) months before the event giving rise to the claim, and (b) one hundred Canadian dollars (CAD $100).

### 10.7 Indirect Damages

Spectra shall not be liable for indirect, incidental, special, consequential, or punitive damages, or for loss of profits, data, goodwill, or opportunity, arising from your use of the Platform, even if advised of their possibility.

### 10.8 Related Persons

The exclusions and limits in this Section 10 also protect Spectra's directors, officers, shareholders, employees, and agents, who may rely on them directly.

### 10.9 Events Beyond Our Control

Spectra is not liable for any failure or delay caused by events beyond its reasonable control, including outages of third-party services (such as hosting, app stores, payment, or messaging providers), internet or power failures, labour disputes, public-health measures, or acts of government.

### 10.10 Limits of These Exclusions

Nothing in these Terms excludes or limits liability that cannot be excluded or limited under applicable law.

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## 11 Indemnification

You agree to indemnify and hold harmless Spectra, its officers, directors, employees, and agents from and against any claim, loss, liability, or expense (including reasonable legal fees) arising from your violation of these Terms, your User Content, your violation of any law or third party's rights, or your misuse of the platform.

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## 12 Changes to Terms

Spectra may amend these Terms from time to time. Spectra may change, at any time and without notice: free ticket allowances; ticket and code limits and availability for free users; referral tiers and perks; offers; and the features of the Platform. Spectra will give at least thirty (30) days' notice, by email, in-app notification, or posting on Spectra's website, before any change to the price or paid benefits of an existing subscription, or any other amendment that reduces your paid benefits, takes effect, describing the change, the wording it replaces, its effective date, and how to refuse it. If you do not agree to such a change, you may cancel any active subscription without penalty before the amendment's effective date, or within thirty (30) days after it takes effect. Continued use of the platform after the effective date constitutes acceptance of the amended Terms, and we may ask you to confirm your acceptance in the app.

Spectra may make non-material changes, such as corrections, clarifications, or changes required by law, at any time without prior notice.

## 13 Governing Law and Dispute Resolution

These Terms are governed by the laws of the province of Quebec and the federal laws of Canada applicable there. Disputes are subject to resolution in the courts of Quebec. We encourage you to contact us at support@joinspectra.com first so that we can try to resolve any issue informally.

## 14 Privacy and Data Protection

Spectra is committed to protecting your privacy. By using the platform, you consent to the collection, use, and disclosure of your personal information in accordance with our Privacy Policy and applicable law, including Quebec's Act respecting the protection of personal information in the private sector, as amended by the Act to modernize legislative provisions as regards the protection of personal information ("Law 25"), and the federal Personal Information Protection and Electronic Documents Act (PIPEDA). Privacy requests and questions can be sent to support@joinspectra.com.

## 15 SMS / Text Messaging

- 15.1 Spectra Account Verification
- **Program Name:** Spectra Account Verification

By providing your phone number, you consent to receive SMS messages from Spectra containing one-time verification passcodes (OTP) when you log in or verify your identity on our platform. At sign-in, you are asked to accept our Terms and Privacy Policy separately from agreeing to receive these verification texts, so your SMS consent is explicit.

**Message Frequency:** One message per login or verification attempt.

**Message & Data Rates:** Standard message and data rates may apply. Please contact your wireless carrier for details about your messaging plan.

For help, text HELP to receive support contact information. To opt out, text STOP at any time. After opting out, you will no longer receive verification passcodes from Spectra and will be unable to use SMS-based login until you re-subscribe. To re-subscribe, text START to the same number. Carriers are not liable for delayed or undelivered messages.

### 15.2 Spectra Reservation Alerts

| | |
|---|---|
| Program Name | **Spectra Reservation Alerts** |

By making a reservation through Spectra, you consent to receive SMS messages related to your bookings, including reservation confirmations, reminders, updates, and cancellation notices.

**Message Frequency:** Varies based on your reservation activity.

**Message & Data Rates:** Standard message and data rates may apply. Please contact your wireless carrier for details about your messaging plan.

For help, text HELP or contact us at support@joinspectra.com. To opt out, text STOP at any time. After opting out, you will no longer receive reservation-related text messages from Spectra. Carriers are not liable for delayed or undelivered messages.

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## 16 General Provisions

### 16.1 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

### 16.2 Entire Agreement

These Terms, together with Spectra's Privacy Policy, constitute the entire agreement between you and Spectra regarding your use of the platform.

### 16.3 Assignment

Spectra may assign or transfer these Terms, in whole or in part, without restriction. You may not assign or transfer these Terms without Spectra's prior written consent.

### 16.4 No Waiver

Spectra's failure to enforce any provision of these Terms does not constitute a waiver of that provision.

### 16.5 Survival

Sections that by their nature should continue after your account ends, including Sections 7.5, 10, 11, and 13, survive termination.

### 16.6 Notices

We may give you notices by email, in-app notification, or posting on the Platform. You may contact us using the details in Section 17.

### 16.7 Language

A French version of these Terms is available and was made available to you before you accepted these Terms. By accepting these Terms in English, you confirm that you have chosen to be bound by the English version. The parties have expressly required that these Terms and all related documents be drawn up in English. Les parties ont expressément exigé que les présentes conditions et tous les documents connexes soient rédigés en anglais.

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## 17 Contact Information

For questions or concerns regarding these Terms, please contact Spectra at:

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| Company | **Mesmera Inc.** |
| Phone | **4383374880** |
| Address | **1770 Rue Joseph Manseau #307, H3H 0B8 Montreal, Canada** |
| Email | **support@joinspectra.com** |