

Canada Dispute Resolution and Governing Law

Effective Date: September 01, 2026

This Canada Dispute Resolution and Governing Law section applies to Users who reside in Canada or who use BubbleCharge in Canada.

BubbleCharge Inc. is a Canadian corporation. This section establishes the general framework for resolving disputes between BubbleCharge and Canadian Users while preserving consumer rights that cannot legally be waived.

1. Informal Resolution First

BubbleCharge encourages Users to contact BubbleCharge before commencing formal legal proceedings.

If you have a dispute, complaint, refund issue, cancellation issue, booking problem, charging-session issue, payment issue, account issue, or other concern involving BubbleCharge, please first contact BubbleCharge Support.

A dispute notice should include:

- your name;
- the email address associated with your BubbleCharge account;
- the relevant booking or transaction number, if applicable;
- a description of the issue;
- the date on which the issue occurred;
- the amount involved, if applicable; and
- the resolution you are requesting.

BubbleCharge will make reasonable efforts to review and respond to the complaint and, where appropriate, work with the User toward a practical resolution.

The Parties may communicate and negotiate in good faith before either Party commences formal proceedings.

2. No Waiver of Consumer Rights

Nothing in these Terms, including this Canada Dispute Resolution section, is intended to waive, exclude, restrict, or limit any consumer right, remedy, warranty, protection, or cause of action that cannot legally be waived.

Where applicable consumer-protection legislation provides a User with rights that cannot be contracted out of, those rights will continue to apply.

For example, Ontario's Consumer Protection Act preserves substantive and procedural consumer rights notwithstanding contractual waivers and restricts contractual arbitration provisions that prevent consumers from exercising certain rights to commence an action in the Superior Court of Justice.

Accordingly, if a provision of these Terms conflicts with a mandatory consumer-protection law, the mandatory law will prevail to the extent of the conflict.

3. Governing Law — Ontario

Subject to mandatory laws applicable to a User in another Canadian province or territory, these Terms and the relationship between BubbleCharge and a Canadian User will be governed by the laws of the **Province of Ontario and the federal laws of Canada applicable in Ontario**, without regard to conflict-of-law principles that would require the application of another jurisdiction's laws.

The parties agree that Ontario law will generally be used to interpret:

- these Terms;
- BubbleCharge's Platform rules;
- BubbleCharge policies;
- User accounts;
- bookings;
- transactions;
- fees;
- cancellations;
- refunds;
- communications;
- disputes between BubbleCharge and Users; and
- the contractual relationship between BubbleCharge and Canadian Users.

4. Mandatory Provincial and Territorial Consumer Laws

Although Ontario law is the general governing law for BubbleCharge's Canadian contractual relationship, BubbleCharge does not intend to deprive a User of mandatory rights that apply because of the User's province or territory of residence.

If a Canadian User is protected by mandatory consumer-protection, privacy, accessibility, employment, or other legislation that cannot legally be excluded by contract, that legislation will continue to apply.

Nothing in these Terms requires a User to give up a statutory right merely because the User lives outside Ontario.

5. Courts and Jurisdiction

Subject to mandatory consumer rights and any applicable law providing otherwise, the Parties agree that courts located in Ontario will generally have jurisdiction over disputes arising from or relating to these Terms or the User's relationship with BubbleCharge.

Where legally permitted, the parties submit to the jurisdiction of the courts of Ontario.

Nothing in this section prevents a consumer from bringing a claim in another court or forum where applicable law expressly gives that consumer the right to do so.

6. Consumer Claims

A Canadian consumer may exercise any statutory right to commence a legal proceeding that cannot lawfully be restricted by contract.

BubbleCharge will not interpret this section as requiring a consumer to commence a claim in Ontario where mandatory law gives the consumer a different right.

Where a consumer has a statutory right to bring an action in a particular court or jurisdiction, that right remains unaffected.

7. Voluntary Mediation or Arbitration

After a dispute arises, BubbleCharge and a User may mutually agree to resolve the dispute through:

- mediation;
- arbitration;
- negotiation;
- a private settlement process; or
- another dispute-resolution process permitted by law.

Any arbitration or other alternative dispute-resolution process involving a Canadian consumer will be voluntary where mandatory consumer-protection legislation requires consent after the dispute has arisen.

The Parties may agree in writing on the applicable mediator or arbitrator, procedural rules, location, allocation of fees, and other terms.

Ontario law recognizes arbitration agreements and provides a legal framework for arbitration, but consumer-protection restrictions remain important where a consumer's statutory court rights are involved.

8. Business and Non-Consumer Disputes

Where a dispute involves a User acting primarily for business or commercial purposes rather than as an individual consumer, BubbleCharge may rely on any arbitration, jurisdiction, limitation, or other contractual provisions that are legally enforceable against that User.

The Parties may mutually agree to arbitration or mediation after a dispute arises.

Nothing in this section is intended to prevent BubbleCharge from enforcing contractual rights against a commercial User where legally permitted.

9. Host and Finder Disputes

BubbleCharge is a platform that facilitates interactions between Hosts and Finders.

A dispute may therefore exist:

1. between BubbleCharge and a User;
2. between a Host and a Finder; or
3. between multiple Users.

The dispute-resolution provisions in these Terms primarily govern disputes between **BubbleCharge and the User**.

A dispute solely between a Host and Finder may be governed by the agreements and policies applicable to their transaction and the mandatory laws applicable to the underlying dispute.

BubbleCharge may assist with disputes between Hosts and Finders under its Platform policies, including cancellation, refund, safety, payment, account, or conduct procedures, but BubbleCharge does not guarantee that it will resolve every private dispute between Users.

10. BubbleCharge Support and Internal Review

Before initiating formal proceedings against BubbleCharge, Users are encouraged to contact BubbleCharge Support.

BubbleCharge may review:

- booking records;
- payment records;
- communications;
- cancellation records;
- check-in information;
- Platform activity;
- account information;
- relevant reports; and
- other information reasonably necessary to evaluate the dispute.

BubbleCharge may request supporting documents from either Party.

Internal review does not prevent a User from exercising a legal right that cannot lawfully be delayed or restricted.

11. Emergency and Injunctive Relief

Nothing in this section prevents BubbleCharge or a User from seeking temporary or emergency relief where such relief is reasonably necessary to:

- prevent unauthorized access;
- protect confidential information;
- protect intellectual property;
- prevent fraud;
- prevent misuse of the Platform;
- protect personal information;
- prevent imminent harm; or
- preserve the status quo pending resolution of a dispute.

Any such proceeding will be limited to the relief reasonably necessary under the circumstances.

12. Intellectual Property and Platform Security

BubbleCharge may seek appropriate legal relief in an Ontario court or another court with jurisdiction where necessary to protect its:

- trademarks;
- copyrights;
- trade secrets;
- proprietary software;
- source code;
- databases;
- confidential information;
- Platform security;
- technology;
- business systems; or
- other intellectual-property or proprietary rights.

This provision does not limit any consumer rights that cannot legally be waived.

13. Settlement

At any time before a final judgment or decision, BubbleCharge and a User may mutually agree to settle a dispute.

A settlement may include:

- refunds;
- credits;
- payment adjustments;
- cancellation of charges;
- account reinstatement;

- account restrictions;
- confidentiality provisions where legally permitted; or
- any other mutually agreed resolution.

A settlement will not affect rights that cannot legally be waived.

14. Limitation Periods

Nothing in these Terms is intended to shorten a limitation period or statutory deadline where applicable law prohibits such a contractual limitation.

Users remain responsible for bringing claims within the applicable limitation period.

15. Severability

If any provision of this Canada Dispute Resolution section is found to be invalid or unenforceable, that provision will be interpreted or modified to the minimum extent necessary to comply with applicable law.

The remaining provisions will remain in effect.

If a provision cannot legally be modified to make it enforceable, it will be severed without affecting the remaining provisions.

16. No Waiver of Government or Regulatory Rights

Nothing in these Terms prevents a User from:

- contacting a government regulator;
- filing a consumer complaint;
- exercising a statutory reporting right;
- participating in a regulatory investigation;
- exercising a right provided by consumer-protection legislation; or
- exercising another right that cannot legally be waived.

17. Relationship to the BubbleCharge Terms

This Canada Dispute Resolution and Governing Law section forms part of the BubbleCharge Terms of Service.

If another provision of the Terms conflicts with this section regarding dispute resolution for a Canadian User, this section will control to the extent of the conflict.

Nothing in this section limits any mandatory right or protection applicable to the User.