

TERMS OF USE OF CREACART

Please read the following terms of use carefully (hereinafter “**Terms of Use**”) of Creacart, enterprise whose registered office is located at 1-4241 Saint Denis Street, in the city of Montreal, province of Quebec (H2J 2K9) in Canada (hereinafter, the “**Enterprise**”).

The Enterprise operates this website and this application (hereinafter the “**Platform**”). By deciding to use the Platform and the Enterprise’s services, the user, that is to say the end user or the organisation he represents or he works for, (hereinafter the “**User**” or the “**Users**”) accepts without delay all the Terms of Use indicated below that govern the content and the utilisation of the Platform, including the **Privacy Policy** (following this Terms of Use) of the Enterprise.

These Terms of Use have the effect of legally binding the User and the Enterprise (hereinafter the **Parties**). The Parties are entitled to invoke this Terms of Use and to take all appropriate and necessary measures to enforce them.

The User accepts and recognizes that the Enterprise has the right, at any moment and without a previous notice, to modify, change or update the Terms of Use.

The utilisation of the Platform by the User after such a modification means that the User consents to respect the Terms of Use as modified and to be legally bound by them. The Enterprise will attempt, as far as possible, to inform the Users of any changes to these Terms of Use, however it is the User’s responsibility to review them regularly to be informed of any changes that may be made.

If the User does not accept these Terms of Use, or as the case may be, the Terms of Use as modified from time to time, he must stop using the Platform.

ACCESS AND USE OF THE PLATFORM

If you browse the Platform, it means that you have read, understood and accepted the Terms of Use.

The Platform is accessible on every web browser.

The Platform is accessible on the Apple Store™ (with and iOS™ system) and on Google Play™ (with an Android™ system) as well as on our website, and from any technological tool (computer, smartphone, tablet, etc.)

THE SERVICE

The Platform is accessible at all times. The Platform may be temporarily unavailable in case of updates or technical problems. The Enterprise is not responsible for any interruption of service or updating. The Enterprise will try to make the updates when the affluence of visits on the Platform is at its lowest.

The Enterprise does not guarantee that the Platform, or any portion thereof, will function on any particular hardware or devices. In addition, the Platform may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

The Enterprise reserves the right to add, delete and modify all content, or parts of it, on the Platform, except for the specific content of the User. The Enterprise cannot be held responsible for mistakes, typographical errors or bugs. Each User created in the system owns the content on his account. The Enterprise does not delete anything unless a User requests it, or in the situation of an annulation provided in the General Sales Terms and Conditions of the Enterprise.

The User agrees, non-restrictively, to not:

- a) Use the Platform in a way that could harm, put out of service, surcharge or jeopardizes the Platform;
- b) Disrupt the security or otherwise abuse of the Platform or any service, system's resources, server or network linked to the Platform or to websites affiliated, linked to or accessible from the Platform;
- c) Disturb or disrupt the use or the enjoyment by other Users of the Platform or websites affiliated or linked to the Platform;
- d) Download, display or otherwise provide on the Platform a virus or any other file or computer program that is harmful, disrupting or destructive;
- e) Use a robot, spider or any other automatic devise or manual method to control or copy pages or content of the Platform;
- f) Use the Platform to send e-mail chains, «junk mail» or any other type of unsolicited mass e-mail; and
- g) Attempt to obtain unauthorized access to the Platform or to certain parts of the Platform with limited access. Moreover, the User recognizes that he/she is the sole person responsible for any action, communication engaged or sent to him/her or from him/her. He/she agrees to respect the legislation applicable to his/her use of and his/her activities on the Platform.

INTELLECTUAL PROPERTY

Unless provided otherwise, all intellectual property rights (trademarks, copyrights, etc.) (hereinafter the “**Intellectual Property**”) related to the Platform are the exclusive property of the Enterprise. The User may not copy or use the material, structure, menu, appearance or characters that appear on the Platform without the express consent of the Enterprise.

Certain names, words, titles, expressions, logos, icons, graphs, drawings, domain names or other content displayed on the Platform may, among other things, be trademarks or commercial designations, whether registered or unregistered (for the purpose of the following Terms of Use, they are all referred to as “**Trademarks**”). These Trademarks are protected by Canadian and foreign laws applicable to trademarks and are, as the case may be, the exclusive property of the Enterprise.

Without limiting their coverage, the Intellectual Property elements belonging to the Enterprise include, non-exhaustively, the following elements:

- All logos, drawings, graphs, marks (registered or not), symbols, texts, expressions, words as well as the general content on the Platform, that are not already subject to Intellectual Property rights;
- All softwares, APIs and material available on the Platform; and
- All database systems available on the Platform.

Unless provided otherwise, any information provided on the Platform belongs to the Enterprise and is protected by the applicable laws. Furthermore, the information cannot be copied, displayed, distributed, downloaded, used with a license, modified, published, reproduced, reused, sold, transmitted or used for derivative works means, public or commercial, without the Enterprise’s express and written authorization. The information is protected under Canada’s copyright and trademark legislation as well as under the copyright and trademark legislation of the countries hosting the Platform.

The User can use the information on the Platform for a personal and non-commercial use, provided that he/she indicates on the copies the mentions regarding copyrights as well as the notices and attributions of the respective trademarks.

The pictures and the text contained on the Platform that are downloaded, copied, saved or printed are still subject to the Terms of Use. The User needs to assure him/herself that all the notices regarding copyrights and trademarks are still on them. The Platform’s content can be modified at all times without warning. For further information regarding the authorization to use, reproduce or publish again any information displayed on the Platform, please contact us at the following e-mail address: info@creacart.com.

Nothing contained herein shall be interpreted as conferring any license or any kind of right to the User under copyright or trademarks laws.

Unauthorized download, broadcast, copy or modification of Intellectual Property or data contained in the Platform can breach laws regarding trademarks or copyrights. Such breach can expose the User to a lawsuit.

Subject to applicable laws, the import, creation, submission or storage of content by the User grants the Enterprise a non-exclusive license worldwide, free of charge, transferable, and sub-licensable. This license authorizes the Company to host, use, modify, reproduce, publish, publicly perform, create derivative works, or distribute your content. Under this license, the Enterprise may only use your content for the purpose of operating, promoting or improving its services. If you wish to terminate this license, simply delete your account. However, the content you have shared will always be visible to other Users: you can request its removal, with some reservations, from the contact person, who you can contact at : info@creacart.com.

EXTERNAL LINKS

It is possible that by using a link, the User exits the Platform to access external content (hereinafter referred to as “**External Links**”). In addition to its own content, the Enterprise provides on its Platform links to other websites only for User-friendly and informative purposes. The Enterprise has no control over the content of those websites and is not responsible for their accuracy, precision, comprehensiveness, authenticity, actuality or adequacy. The Enterprise is also not responsible for any direct or indirect damage or consequence regarding content in these External Links. The Enterprise has no influence on the content to which the External Links refer to and is not responsible. The Enterprise does not require the transmission of information, does not select nor modify the information transmitted and does not select the recipients of the information transmitted. Furthermore, under links’ creation and consultation method in effect, the Enterprise does not subject the External Links to any intermediary short-term automatic safeguard. Consequently, the owners of the websites accessible from the External Links remain responsible for their content.

Furthermore, the Enterprise does not guarantee the absence of copyright, trademark or any other rights violations by those websites or their content. The Enterprise does not guarantee the absence of virus or any other harmful composites on those websites or on their content.

The Enterprise also does not guarantee the accuracy of documents available on Internet.

SOCIAL MEDIA

The following conditions are applicable when the User accesses a social media page, an account, a website, network or any application contained in them that was created and is managed by a social media (hereinafter individually and collectively referred to as “**Social Medias**”).

General statement

By using Social Media pages and by submitting a comment, a picture, a video or any other element, the User (as well as his parent/legal guardian if he/she has not reached the age of majority according to his/her territory or province of residence) agrees to be bound by and to obey the present Terms of Use, the Enterprise's privacy policy as well as Social Media providers' terms and conditions, if any.

Terms of use of Social Media

Some comments and other elements displayed on Social Media pages may not represent the Enterprise's opinions. Consequently, the User agrees not to publish or submit information, publications, links or any other element that fit in either one of the categories listed below on Social Media pages concerning the Enterprise:

- any defamatory content;
- offensive;
- obscene;
- misleading;
- illegal;
- violating in any other way the rights of others (including privacy rights);
- any advertising content;
- promotional documents or any other form of undesired solicitation;
- any content whose origin or source is falsified;
- any financial or personal information about you or anyone else; and
- any information that the Enterprise would judge to be a breach of its Terms of Use.

Any information, message, link or item that, according to the Enterprise, enter in either one of the categories listed above will be deleted without engaging the Enterprise's liability.

In addition, the Enterprise does not assume responsibility for filtering messages posted on Social Media.

The Enterprise is not liable for entities detaining or exploiting Social Media, particularly for any loss, direct or indirect damage deriving from any measure or decision taken by you or anyone else regarding the use of Social Media.

DISCLAIMER, EXCLUSION OF WARRANTY AND INDEMNITY

The Enterprise does not guarantee the accuracy, completeness, quality, suitability or content of the information on its Platform. This information is provided "as is" without warranty of any kind, unless otherwise stated in jurisdictions that do not allow the exclusion of warranties.

The Enterprise is not responsible for the content posted on the Platform by the User and for any damage that may result. Each User is responsible for the content he/she exchanges on the Platform and may not use the Platform for purposes contrary to the laws applicable in Quebec and Canada.

The Enterprise shall not be liable for any direct, indirect, special, incidental or consequential damages, or any other damages whatsoever, including loss of income, profits or anticipated economic benefits from the use or inability to use the Platform, the information, documents and software contained therein, with their content, even if has been warned of the possibility of such damages or even if such damages may be reasonably foreseen.

As a User, you will indemnify the Enterprise, and, as the case may be, its directors and officers, shareholders, partners, employees, agents and other stakeholders of , and release them from all liability for any and all claims, liabilities, losses and fees (including legal fees) attributable to the use of the Platform and the service and/or the violation of these Terms of Use, whether this infringement is on your behalf or any other third-party user of your account.

You may not use or export the information nor any copy or adaptation of the information in contravention of applicable laws or regulations.

APPLICABLE LAWS AND JURISDICTION

The Platform and its content are managed by the Enterprise from their offices located in the Province of Quebec in Canada. The Platform, its content, the Terms of Use and your use of the Platform are regulated by the applicable legislation of Quebec and Canada, without giving effect to no principle regarding conflicts of laws.

You accept that any question or litigation regarding the Platform and your use of it be exclusively settled by the courts of the province of Quebec.

In addition, any court decision that any provision of these Terms of Use is void or unenforceable has no effect on the other clauses.

AMENDMENTS TO THESE TERMS

The Enterprise occasionally updates these Terms of Use. Continued use of the Platform constitutes the User's agreement to these Terms of Use and to its updates.

The Enterprise reserves the right to modify or supplement those Terms of Use at any time, at its sole discretion and without notice. It is recommended to regularly check this page by referring to the date of the last modification indicated at the bottom of this page.

If you object to any changes to these Terms of Use, please cease all use of the Platform. The Enterprise will attempt, as much as possible, to inform Users of any changes to these Terms of

Use, however it is your responsibility to review them regularly to be informed of any changes that may be made.

FRENCH AND ENGLISH LANGUAGE

If a problem of definition or interpretation arises between the English and French versions of this policy, the French version shall prevail.

CONTACT PERSON

If you have any questions or comments regarding any content of the Platform, please contact us at: info@creacart.com.

Last update done on _____

PRIVACY POLICY OF CREACART

INTRODUCTION

With the advent of new communication tools, it is necessary to pay particular attention to the protection of privacy. That is why we, Creacart (hereinafter the “**Enterprise**”), are seriously concerned about the privacy of your personal information and we are committed to respecting of the information we collect.

The Enterprise undertakes to respect, in accordance with applicable laws, the obligations regarding the collection and processing of personal and confidential information obtained in the context of the operation of a company so that everyone can benefit from the respect of their private life.

The hereby privacy policy (hereinafter the “**Policy**”) describes the information that may collect from the user (the end user or the organisation you represent or you work for – hereinafter the “**User**”), in connection with his/her activities, the purposes for which the Enterprise collects it, uses it, and the circumstances under which it can pass them on to third parties. In addition, this Policy indicates the User’s rights regarding the collection, use and communication of his/her personal information. The Enterprise agrees not to collect, use or disclose the User’s personal information otherwise than in accordance with this Policy and applicable laws in Canada and Quebec.

SCOPE OF THIS POLICY

When the User browses the Enterprise’s website and/or application (hereinafter the “**Platform**”) he/she agrees to the terms and conditions of this Policy. If the User continues to use the Platform after a new version of this Policy has been posted there, he/she consents to it and will be bound by the changes.

The information we collect is necessary when we provide the User with a service that he/she has requested. By providing us with this information, the User consents to his/her collection and use as defined in this Policy.

COLLECTION OF PERSONAL INFORMATION

The Enterprise may obtain personal information from the User when he/she saves this personal information on the Platform, or where appropriate, when he/she discloses this personal information otherwise, such as creating a User account and choosing a password, by logging in as a registered User to the Platform, by launching a product search, requesting a service, providing information in his/her account, by contacting us by phone, email or otherwise, or by completing a form to enter a contest, inventory request, promotion or survey.

We collect the following User information, upon registration:

- Last name and first name;
- Telephone number;
- E-mail address;
- Business address;
- Business name
- Number of employees

The User's personal information will not be retained beyond the purposes for which it was collected. The deletion of the data occurs once the User deletes his/her account. The User will then have thirty (30) days to recover his/her data, otherwise, the Enterprise will delete them permanently.

The Platform is designed for use by adults only, as understood in the Province of Quebec. does not knowingly collect any personal information from anyone under the age of eighteen (18).

For more information on the protection of your personal information and your related rights, you may contact the Office of the Privacy Commissioner of Canada or the Commission for the Protection of Privacy of Quebec.

- Office of the Privacy Commissioner of Canada www.privcom.gc.ca
- Commission for the Protection of Privacy of Quebec www.cai.gouv.qc.ca

FORMS AND INTERACTIONS

The User's personal information may be collected through forms, namely:

- Registration to the Platform form;
- Order form;
- Survey;
- User's profile updating form;
- Resources downloading form;
- User's authorization of access to his/her information;
- Assistance form;
- Contact form;
- Community chat form;
- Contest.

The Enterprise also uses cookies, as indicated in the “**Automatically Exchanged Data**” section. The Enterprise may also keep a record of the User's product interests and obtain his/her information from divisions or current or future companies belonging to the Enterprise.

The Enterprise may use the User's personal information in order to:

- (1) Process the User's requests and orders and answer his/her questions regarding the status of any requests or orders;
- (2) Stay in touch with the User and provide him/her with personalized services at all times;
- (3) Communicate with the User (by email, mail or otherwise) and send the User advertising materials or additional information about our products, services, surveys, contests, promotions and special offers;
- (4) Learn more about the User's shopping preferences;
- (5) Conduct market and performance research to evaluate our customer service, measure our performance, enhance the experience we provide to our customers, and improve our products. As stated below, the User is free to choose not to receive advertising or commercial material at any time;
- (6) Conduct statistical studies about shopping preferences of the Users, in order to gather information and subsequently sell the related data to third parties.

If the User has not subscribed to our newsletter, it will not receive any emails from the Enterprise, except in special cases (i.e. follow-up or expiry of his/her subscription, follow-up of his/her free trial, participation in a contest, etc.).

The User's information is also collected through the interaction that may be established between him/her and the Platform and may be used for the following purposes:

- Provide services to the User of the Platform;
- Manage customer accounts;
- Manage customer relations and business relationships;
- Observe regulatory compliance laws and regulations;
- Send newsletters and promotions;

ADVERTISING INFORMATION

The Enterprise will contact you only if you wish. If you prefer not to receive advertising information from us or if you do not want us to use your personal information to enhance your customer experience, please let us know by contacting us at the contact listed in the section **Right of opposition and withdrawal**.

Remember to include your full name and the e-mail address you used when you registered or when you made a purchase from us. There may be a delay in processing time for a request sent

by e-mail or mail and you may continue to receive communications from the Enterprise in the meantime.

THIRD-PARTY SERVICES

The Enterprise may use third-party services for the management of its business and its Platform. In no event shall the Enterprise be liable for any prejudice that may arise from such third-party services. The Enterprise invites the User to consult these services' respective website, in order to learn about their conditions of use.

AUTOMATICALLY EXCHANGED DATA

We collect certain information during exchanges between the User's computer and our server. Cookies allow the User to connect to the Platform.

This information consists mainly of the following:

- Domain name;
- User's language.

Most of the automatically exchanged data do not allow to identify the User. They are collected only because of the technological requirements inherent in browsing the Internet. Most browsers automatically accept cookies, but it's usually possible to modify this setting. However, if the User chooses to refuse cookies, it may not be able to identify him/herself or use certain features of our Platform.

The use of such information allows us to improve the service, to personalize the User's experience and to better track his/her requests and orders.

This information is also used for:

- Analysis and statistical purposes and to establish browsing histories;
- Process the User's requests and orders and answer his/her questions;
- Stay in touch with the User and provide him/her with personalized services at all times;
- Communicate with the User (by email, mail or otherwise) and send the User advertising materials or additional information about our products, services, surveys, contests, promotions and special offers;
- Learn more about the User's shopping preferences;
- Conduct market and performance research to evaluate our customer service, measure our performance, enhance the experience we provide to our customers, and improve our products. As stated below, the User is free to choose not to receive advertising or commercial material at any time;
- Conduct statistical studies about shopping preferences of the Users, in order to gather information and subsequently sell the related data to third parties.

These cookies are multiple, some expire when the User closes his/her browser and have no effect while other can be maintained.

INTERNATIONAL COMMUNICATIONS

It is possible that in certain situations, the User's information transfers to servers outside of Canada. The User acknowledges that the Enterprise is not liable for the consequences of such transfer.

SHARING PERSONAL INFORMATION

The Enterprise undertakes not to sell the collected personal data without the User's explicit consent. Personal data can exclusively be sold in the context of a partial or total disposal of the Enterprise's business to a third party.

The Enterprise can also sell the User's personal data related to his/her business name and his/her professional address, excluding the data related to his/her natural personality (first name, last name, personal address, telephone number and email address). The former will be collected by the Enterprise in order to create and sell to third parties, statistical studies about the shopping preferences of the Users.

In such situation, the disposed data is subject to the same warranties that those contained in this Confidentiality Policy.

Unless otherwise stated in this Policy, the personal information the User provides will not be transmitted to third parties without his/her permission.

If the User does not wish to have his/her personal information communicated to third parties or partners, he/she may opt out at any time, as mentioned in the following section.

WITHDRAWAL AND OPPOSITION RIGHTS

We are committed to offering the User the right to oppose and withdraw of his/her personal information.

The right of opposition is understood as the possibility offered to the Users to refuse to allow their personal information to be used for certain purposes mentioned during the collection.

The right of withdrawal is also understood as the possibility offered to the Users to request that their personal information no longer appear, for example, in a mailing list.

The User also has the right to request access to the personal information we have collected about him/her and to correct any information as needed by contacting the contact person whom information are listed in the section **Contact person** below.

ANTI-SPAM LEGISLATION

The Enterprise complies with the dispositions of the *Canadian Anti-Spam legislation (CASL)*. To withdraw your consent or to stop receiving electronic information or communication, please contact us at the following e-mail address: : info@creacart.com.

SECURITY

The personal information the Enterprise collects is kept in a secure environment. The Enterprise has taken appropriate measures to maintain the confidentiality of personal information and protect it against loss of theft, as well as unauthorized access, disclosure, copying, use or modification, taking into account, in particular, their sensitivity and the purposes for which they are used. In addition, the Enterprise requires that each representative of the Enterprise comply with this Policy.

In order to ensure the security of the User's personal information, the Enterprise uses, amongst others, the following measures:

- SSL (Secure Sockets Layer) Protocol;
- Protected access to servers and computers;
- Secured access to its premises;
- Use of password-protected data networks;
- Canadian server.

The Enterprise is committed to maintaining a high degree of confidentiality by incorporating the latest technological innovations to ensure the confidentiality of the User's transactions in order to protect the User's personal information and prevent him/her from being viewed, used or disclosed without authorization.

However, since no mechanism provides maximum security, some risk is always present when communicating personal information via the Internet. If a password is used to protect the User's account and his/her personal information, it is his/her responsibility to keep it confidential.

FRENCH AND ENGLISH LANGUAGE

If a problem of definition or interpretation arises between the English and French versions of this Policy, the French version shall prevail.

CONTACT PERSON

You may exercise your rights provided in this Policy or you may address any other question or complaint regarding 's privacy practices by contacting us:

Name: Julien Filaire

E-mail: julien.filaire@creacart.com or info@creacart.com.

AMENDMENT OF THIS POLICY

We occasionally update this Policy. Continued use of this Platform constitutes the User's agreement to this Policy and to its updates.

The Enterprise reserves the right to modify or supplement this Policy at any time, at its sole discretion and without notice. It is recommended to regularly check this Policy by referring to the date of the last modification indicated at the bottom of the last page.

If you object to any changes to this Policy, please cease all use of the Platform. The Enterprise will attempt, as much as possible, to inform Users of any changes to this Policy, However, it is the User's responsibility to review it regularly to be informed of any changes that may be made.

Last update done on _____