

Terms of use

PREVIEW

By visiting our site and/ or purchasing something from us, you participate in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service"), including by the terms, conditions and policies mentioned herein and/or accessible by hyperlink. These Terms of Service apply to all users of the Site, including, without limitation, individuals who are visitors, vendors, customers, merchants, and/ or content providers.

Please read these Terms of Use carefully before accessing and using our website. By accessing or using any part of the Site, you agree to be bound by these Terms of Use. If you do not agree to all the terms and conditions of this agreement, you may not access the Website or use any services. If these Terms of Use are considered an offer, acceptance is expressly limited thereto.

Our Site is hosted on <u>Squarespace</u>. This company provides us with the online platform that allows us to present our service offering to you.

SECTION 1 – TERMS OF USE OF THE SITE

By accepting these Terms of Use, you declare:

 Have reached or exceeded the age of majority in your region, province or state and have given us permission to allow any minor dependents of yours to use this site.

- You may not use our Site for any illegal or unauthorized purpose nor may you, when using the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
- You must not transmit any computer worms, viruses or any code of a destructive nature.
- A breach or violation of any of the Terms of Service will result in immediate termination of your Services.

SECTION 2 – GENERAL CONDITIONS

We reserve the right to refuse service to anyone at any time and for any reason.

You understand that your content (not including credit card information), may be transferred unencrypted and that includes (a) transmissions over multiple networks; and (b) changes made to conform and adapt to technical requirements of connecting networks or devices. Your credit card information is always encrypted when transferred over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of or access to the Service or any contact on the website through which the Service is provided, without permission by us. expressly written.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We cannot be held responsible if the information offered on this site is inaccurate, incomplete or out of date. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting greater, more accurate, more complete or more timely sources of information. If you rely on the content of this site, you do so at your own risk.

This site may contain certain historical data. By definition, historical data is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information it contains. You acknowledge that it is your responsibility to monitor changes to our site.

SECTION 4 – CHANGES TO THE SERVICE AND PRICES

- The prices of our services are subject to change without notice.
- We reserve the right to modify or terminate the Service (or any part thereof) at any time without notice
- We cannot be held responsible to you or any third party for any change in price, or for any modification, suspension or interruption of the Service.

SECTION 5 – SERVICES

Some services may only be available online through the website. Quantities of these services may be limited and their return or exchange is strictly subject to our Return Policy.

We reserve the right, but have no obligation, to limit the sale of our Services to any particular person, geographic region or jurisdiction. We authorize ourselves to exercise this right on a case-by-case basis. We reserve the right to limit the quantities of products or services we offer. All descriptions of the Services and their pricing are subject to change at any time, without notice and at our sole discretion. We reserve the right to discontinue the sale of a product at any time. Any offer for any product or service on this site is void where prohibited by law.

We do not warrant that the quality of any services, information or other material purchased or otherwise obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 – ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders using the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address or telephone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made on our Site. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more information, please see our Purchase and Reservation Policy.

SECTION 7 – OPTIONAL TOOLS

We may provide you with access to third-party tools that we do not monitor, control, or manage.

You acknowledge and agree that we provide access to such tools "as is" and "subject to availability" without warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from/or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own discretion and risk. In addition, it is your responsibility to inquire about and accept the terms on which such tools are provided by the applicable third-party provider(s).

We may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). These new services and/or features will also be subject to these Terms of Use.

ARTICLE 8 – THIRD PARTY LINKS

Certain content, products and services accessible through our Service may include materials from third parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are under no obligation to examine or evaluate their content or accuracy, and we do not warrant and will not have any liability or responsibility for any third-party materials or websites.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions related to any third-party websites. Please review the policies and practices of these third parties carefully and make sure you understand them before engaging in any transaction. Complaints, claims, concerns or questions regarding third party products should be directed to those third parties.

ARTICLE 9 - COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you submit specific content (for example, as part of your participation in competitions), or if, without a request from us, you send creative ideas, suggestions, proposals, plans or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'Comments'), you grant us the right, at any time, without restriction, to modify, copy, publish, distribute, translate and use in any media all the comments you send us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to compensate anyone for any comments provided; or (3) respond to comments.

We may, but have no obligation to, remove content and Accounts containing content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates the intellectual property of a party or these Terms of Use.

You agree that your comments shall not in any way violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or intellectual property right. You further agree that your

comments will not contain any unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone you are not, or otherwise mislead us or third-parties as to the origin of any comments. You are entirely responsible for all comments you make and their accuracy. We take no responsibility for any comments posted by you or any third-party.

ARTICLE 10 – PERSONAL INFORMATION

The transmission of your personal information on our Site is governed by our Privacy Policy.

ARTICLE 11 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to descriptions, pricing, promotions, offers, shipping charges, delivery times and product availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate. at any time and without notice (including after you have placed your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specific update or refresh date applied in the Service or on any related website, can be specified to indicate that all information in the Service or on any related website has been modified or updated.

ARTICLE 12 – PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to incite others to perform or participate in illegal acts; (c) to violate any local ordinance or international, federal, provincial or state regulation, rule

or law; (d) to infringe or violate our intellectual property rights or those of third parties; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate against anyone based on gender, sexual orientation, religion, ethnicity, race, age, national origin or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used to compromise the functionality or operation of the Service or of any related website or other website or of the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, hijack, extort, crawl, crawl, or crawl the web; (j) for lewd or immoral purposes; or (k) to disrupt or circumvent the security measures of the Service or any related sites, other websites or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any usage prohibitions.

ARTICLE 13 – EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all products and services provided to you through it are (unless expressly stated by us) provided "as is" and "subject to availability" for your use, without representation, warranties or conditions of any kind, whether express or implied, including all implied warranties or conditions of merchantability or merchantability, fitness for a particular purpose, durability, title and non-infringement.

- We do not guarantee, warrant or represent that your use of our Service will be uninterrupted, secure, delay-free or error-free.
- We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.
- You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without notice.

Espace Pauze, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers and licensors cannot under any circumstances be held responsible for any injury, loss, claim, or

any direct, indirect, incidental, punitive, special or consequential damages, including but not limited to loss of profits, revenue, savings or data, replacement costs or other similar damages, whether in contract, tort (even if negligence), strict liability or otherwise, arising from your use of the Service or any service or product using it, or any other claim related in any way to your use of the Service or any product, including including, but not limited to, any errors or omissions in any content, or any loss or damage arising from the use of the Service or any content (or product) posted, transmitted or made available through the Service, even if you have been warned of the possibility of them occurring.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, our liability in such states or jurisdictions shall be limited to the maximum extent permitted by law.

ARTICLE 14 - COMPENSATION

You agree to indemnify, defend and hold harmless Espace Pauze and our parent company, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your violation of these Terms of Use or the documents they incorporate by reference, or your violation of any laws or rights of a third party.

ARTICLE 15 – SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by law, and the unenforceable portion shall be deemed severed from these Terms of Service. use, without this judgment affecting the validity and applicability of the other provisions.

ARTICLE 16 – TERMINATION

The obligations and liabilities incurred by the parties prior to the termination date will survive the termination of this Agreement for all purposes.

These Terms of Use will remain in effect unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If we judge or suspect, in our sole discretion, that you are not complying with or have failed to comply with any term or provision of these Terms of Use, we also may terminate this agreement at any time without notice. You will then remain responsible for all amounts owed until the date of termination (inclusive), as a result of which we may refuse you access to our Services (or any part thereof).

ARTICLE 17 – ENTIRE AGREEMENT

Any failure by us to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

These Terms of Service or any other policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service. They supersede all prior and contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use).

Any ambiguity in the interpretation of these Terms of Use shall not be construed against the drafting party.

ARTICLE 18 – APPLICABLE LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed and construed in accordance with the laws of Quebec, Canada.

ARTICLE 19 - CHANGES TO THE TERMS OF USE

You can review the most current version of the Terms of Use at any time on this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting such updates and/or changes to our website. It is your responsibility to check our website from time to time for changes. By continuing to access or use our website and the Service following the posting of changes to these Terms of Service, you accept those changes.

ARTICLE 20 – CONTACT INFORMATION

Questions relating to the Terms of Use should be sent to us by email at contact@espacepauze.com.

Latest updates: September 6, 2023

Terms of use

OVERVIEW

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Please read these Terms of Use carefully before accessing and using our website. By accessing or using any part of the Site, you agree to be bound by these Terms of Use. If you do not agree to all terms and conditions of this agreement, you may not be able to access the website or use its services. If these Terms of Use are considered an offer, acceptance is expressly limited to them.

Our website is hosted by <u>Squarespace</u>. This company provides us with the online platform that enables us to present our services to you.

SECTION 1 - CONDITIONS OF USE OF THE SITE

By accepting these Terms of Use, you declare:

- Have reached or passed the age of majority in your region, province or state and have given us permission to allow any minor in your care to use this site.
- You may not use our Site for any illegal or unauthorized purpose, nor may you violate any laws in your jurisdiction when using the Service (including, but not limited to, copyright laws).
- You must not transmit any worms, viruses or other code of a destructive nature.
- A breach or violation of any of the Terms of Use will result in immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service at any time and for any reason.

You understand that your content (with the exception of your credit card information) may be transferred without encryption and that this includes (a) transmissions over multiple networks; and (b) changes made in order to conform and adapt to the technical requirements of connecting networks or devices. Your credit card information is always encrypted when transferred over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any part of the Service, any use of or access to the Service, or any contact on the website through which the Service is provided, without our express written permission.

The headings used in this Agreement are included for convenience only and shall in no way limit or affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

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This site may contain certain historical data. By definition, historical data is not current and is provided for reference purposes only. We reserve the right to modify the contents of this site at any time, but we are under no obligation to update any information contained herein. You acknowledge that it is your responsibility to monitor changes to our site.

SECTION 4 - SERVICE AND PRICE CHANGES

• Prices for our services are subject to change without notice.

- We reserve the right to modify or terminate the Service (or any part thereof) at any time without notice.
- We shall not be liable to you or to any third party for any change in price, or any modification, suspension, or discontinuance of the Service.

SECTION 5 - SERVICES

Some services may only be available online through the website. Quantities of these services may be limited and their return or exchange is strictly subject to our Purchasing and Reservation Policy.

We reserve the right, but are not obligated, to limit the sale of our Services to any particular person, geographic region or jurisdiction. We reserve the right to exercise this right on a case-by-case basis. Furthermore, we reserve the right to limit the quantities of products or services we offer. **All Service descriptions and pricing are subject to change at any time, without notice, and at our sole discretion.** We reserve the right to discontinue any product at any time. Any offer of products or services on this site is void where prohibited by law.

We do not warrant that the quality of the services, information or other materials purchased or obtained by you will meet your expectations or that any errors in the Service will be corrected.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, at our sole discretion, limit or cancel quantities purchased per person, per household or per order. Such restrictions may include orders placed by or on the same customer account, the same credit card and/or orders using the same billing and/or shipping address. If we change or cancel an order, we may attempt to notify you by contacting you using the e-mail address and/or billing address or telephone number provided at the time the order was placed. We reserve the right to limit or prohibit orders which, in our opinion, appear to have been placed by traders, resellers, or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made on our Site. You agree to promptly update your account and other information, including your e-mail address and credit card numbers and expiration dates, so that we can complete your transactions and contact you if necessary.

For more information, please consult our Reservations policy.

SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools that we do not monitor, control or manage.

You acknowledge and agree that we provide access to these tools on an "as is" and "as available" basis, without warranty, representation, or condition of any kind and without endorsement. We shall not be liable in any way whatsoever for anything arising out of or in connection with your use of optional third-party tools.

Any use by you of optional tools offered through the Site is entirely at your own discretion and risk. In addition, it is your responsibility to inform yourself of the conditions under which these tools are provided by the third-party supplier(s) concerned and to accept these conditions.

In the future, we may also offer new services and/or features through the website (including the launch of new tools and resources). These new services and/or features will also be subject to these Terms of Use.

ARTICLE 8 - THIRD-PARTY LINKS

Certain content, products, and services accessible via our Service may include materials from third parties. Third-party links on this site may redirect you to third-party websites that are not affiliated with us. We are not required to review or evaluate their content or accuracy, nor do we warrant or assume any responsibility for the content or websites, or other content, products or services of third-party sources.

We are not responsible for any harm or damage related to the purchase or use of goods, services, resources, content or any other transaction related to these third-party websites. Please read the policies and practices of these third parties carefully and make sure you understand them before engaging in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to those third parties.

ARTICLE 9 - COMMENTS, FEEDBACK, AND OTHER SUBMISSIONS

If, at our request, you submit specific content (for example, as part of your participation in contests), or if, without a request from us, you send creative ideas, suggestions, proposals, plans or other materials, whether online, by e-mail, by mail or otherwise (collectively, "Comments"), you grant us the right, at any time and without restriction, to modify, copy, publish, distribute, translate and use in any media whatsoever Comments you send to us. We are not and shall not be under any obligation (1) to maintain the confidentiality of any Comments; (2) to compensate any person for any Comments provided; or (3) to respond to any Comments.

We may, but have no obligation to, remove Content and Accounts containing content that we deem, in our sole discretion, to be unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or to violate any party's intellectual property or these Terms of Use.

You agree that your comments shall not in any way infringe the rights of third parties, including copyrights, trademarks, privacy, personality or any other personal or intellectual property rights. You further agree that your Comments shall not contain any illegal, abusive or obscene material, or any computer virus or other malicious software that could in any way affect the operation of the Service or any related website. Likewise, you may not use a false e-mail address, pretend to be someone you are not, or attempt to mislead us or third parties as to the origin of comments. You are entirely responsible for any comments you make and for their accuracy. We will not be liable for any comments posted by you or any third party.

ARTICLE 10 - PERSONAL INFORMATION

The transmission of your personal information on our Site is governed by our Privacy Policy.

ARTICLE 11 - ERRORS, INACCURACIES, AND OMISSIONS

From time to time, our site, or the Service may contain information that contains typographical errors, inaccuracies, or omissions relating to product descriptions, prices, promotions, offers, shipping charges, lead times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Service or any related website is inaccurate, at any time and without notice (including after you have placed your order).

We are under no obligation to update, modify or clarify any information on the Service or any related website, including but not limited to pricing information, except as required by law. No specific update or refresh date applied to the Service or any related website shall be deemed to indicate that all information offered in the Service or on any related website has been modified or updated.

ARTICLE 12 - PROHIBITED USES

In addition to the other prohibitions set forth in the Terms of Use, you are prohibited from using the Site or its content: (a) for illegal purposes; (b) to induce others to commit or participate in illegal acts; (c) to violate any local ordinance or any international, federal, provincial or state regulation, rule or law; (d) to infringe or violate our intellectual property rights or those of third parties; (e) to harass, abuse, insult, hurt, slander, libel, disparage, intimidate or discriminate against anyone on the basis of gender, sexual orientation, religion, ethnic origin, race, age, national origin or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used to compromise the functionality or operation of the Service or any related website, other websites or the Internet; (h) to collect or track the personal information of

others; (i) to spam, phish, hijack, extort information, browse, search or scan the World Wide Web; (j) for obscene or immoral purposes; or (k) to interfere with or circumvent security measures of the Service or any related website, other websites or the Internet. We reserve the right to terminate your use of the Service or any related website for violating the Prohibited Terms of Use.

ARTICLE 13 - EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all products and services provided to you through the Service are (unless expressly stated otherwise by us) provided "as is" and "subject to availability" for your use, without representations, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability or merchantable quality, fitness for a particular purpose, durability, title and non-infringement.

- We do not warrant, represent or represent that your use of our Service will be uninterrupted, secure, timely, or error-free.
- We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.
- You agree that, from time to time, we may withdraw the Service for indefinite periods or cancel it at any time without notice.

Espace Pauze, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special or consequential damages, including but not limited to lost profits, revenues, savings or data, replacement costs or other similar damages, whether in contract, tort (even negligence), strict liability or otherwise, arising out of your use of the Service or any service or product using the Service, or any other claim relating in any way to your use of the Service or any product, including, but not limited to, errors or omissions in any content, or any loss or damage of any kind arising out of your use of the Service or any content

(or product) published, transmitted or otherwise made available through the Service, even if you have been advised of the possibility thereof.

Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, our liability in such states or jurisdictions shall be limited to the maximum extent permitted by law.

ARTICLE 14 - COMPENSATION

You agree to indemnify, defend and hold Espace Pauze and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Use or the documents referenced herein, or your violation of any law or the rights of a third party.

ARTICLE 15 – SEVERABILITY

In the event that any provision of these Terms of Use is held to be unlawful, void or unenforceable, such provision shall nevertheless be enforceable to the fullest extent permitted by law, and the unenforceable portion shall be deemed severe from these Terms of Use, without such holding affecting the validity and enforceability of the remaining provisions.

ARTICLE 16 - TERMINATION

The obligations and liabilities incurred by the parties prior to the date of termination shall survive the termination of this agreement for all purposes.

These Terms of Use will remain in effect unless and until terminated by you or us. You may terminate these Terms of Use at any time by notifying us that you no longer wish to use our Services, or when you stop using our site.

If we determine or suspect, in our sole discretion, that you are in breach of or have breached any term or provision of these Terms of Use, we may also terminate this agreement at any time without notice to you. You will then remain liable for all sums due up to and including the date of termination, as a result of which we may refuse you access to our Services (or any part of them).

ARTICLE 17 - FULL AGREEMENT

Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

These Terms of Use or any other operating policies or rules posted by us on this site or relating to the Service constitute the entire agreement and understanding between you and us, and govern your use of the Service. They supersede all prior and contemporaneous understandings, communications and proposals, oral or written, between you and us (including, without limitation, any prior version of the Terms of Use).

Any ambiguity as to the interpretation of these Terms of Use shall not be constructed to the detriment of the drafting party.

ARTICLE 18 - APPLICABLE LAW

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ARTICLE 19 - MODIFICATIONS TO CONDITIONS OF USE

You can consult the most recent version of the Terms of Use at any time on this page.

We reserve the right, at our sole discretion, to update, modify or replace any part of these Terms of Use by posting such updates and/or modifications on our website. It is your responsibility to check our website from time to time for changes. Your continued access or use of our website and the Service following the posting of changes to these Terms of Use constitutes your acceptance of those changes.

ARTICLE 20 - CONTACT DETAILS

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Last updated: September 6, 2023