

TERMS OF USE

9391-2624 Québec inc. (hereafter called “**Provider**”) is the developer and owner of certain products consisting of software applications and machines (collectively the “**System**”) for the sale of fresh milk of various types and other related products (the “**Products**”).

1 **OBJECT & CONFIRMATION OF ACCEPTANCE**

These Terms of Use (the “**Agreement**”) stipulate your obligations and those of the Provider regarding your access to and use of the System and the purchase of the Products available through the System. In order to access or use the System, you must accept this Agreement in its entirety.

By creating an Account, you agree to be bound by and comply with this Agreement. You are also deemed to have agreed to be bound by and comply with this Agreement by accessing or using the System. This Agreement constitutes a legally binding agreement between you and the Provider regarding the use of the System and the purchase of the Products. If you do not agree with the terms and conditions of this Agreement, you must not use the System nor purchase any Products.

You hereby represent and warrant that you have the legal capacity and authority to accept this Agreement and to purchase Products, on your behalf and on behalf of any person or entity you represent, as the case may be.

2 **DEFINITIONS**

In addition to the terms defined elsewhere in this Agreement and unless the context otherwise requires, when used in this Agreement, the following terms shall mean:

- 2.1 “**Account**” means an account created on the System for the use thereof, including the purchase of Products through the System.
- 2.2 “**Content**” means any information, text, image, video, document or data published or broadcast through the Platform.
- 2.3 “**Data**” means any information created, generated, communicated or hosted through the use of the Platform or otherwise in the course of performance of this Agreement.
- 2.4 “**Application**” means the website accessible at www.laiterielampron.com and the mobile application named Laiterie Lampron and operated by the Provider.
- 2.5 “**Provider**” or “**we**”, “**us**” or “**our**” means 9391-2624 Québec inc., also doing business as Laiterie Lampron, a corporation governed by the

Business Corporations Act (Québec) having its head office at 840 Jourdain Street, Notre-Dame-du-Mont-Carmel (Quebec) G0X 3J0 Canada.

2.6 “**Subscription**” means a subscription plan allowing you to obtain a pre-determined amount of Product through the System during a certain period of time.

2.7 “**User(s)**”, “**you**” or “**your**” means you and the person or corporate entity you are authorized to represent, if any.

3 EFFECTIVE DATE

The Agreement is binding on you and govern your access to and use of the System and the purchase of Product as of the earlier of: (a) the date you accept to be bound by the terms of the Agreement in the process of creating an Account on the System, or (b) the date on which you first access or use the System.

4 ACCESS TO THE SYSTEM

The creation of an Account allows you to access the System to choose the Subscription or Product you want to purchase. The System is accessible only to users to whom a user name and password for an Account (together, the “**Identifiers**”) have been issued.

For the purposes of accessing the System, the Identifiers shall remain our property and may be cancelled or suspended at our sole discretion without notice at any time, without the Provider thereby becoming liable to you or any other person.

The Provider is under no obligation to verify the identity or authority of any person who uses the Identifiers to access or use the System. The Provider may give effect to and act in accordance with any communication made or instruction given using the Identifiers. Any access or use of the System through the Identifiers, including the purchase of Products or Subscriptions, shall be deemed to have been by the actual account holder or any person duly authorized thereby. The Provider nevertheless may, at its sole discretion and at any time, insist on proof of the identity of any person seeking to access the System or purchase Products or Subscriptions.

Whenever you access or use the System with the Identifiers, you must not leave the electronic device used therefor without having ended your session and closed the browser window you used to do so.

If you suspect that your Identifiers have been lost, stolen or are known to or being used by a third party, you must immediately inform us by email at info@laiterielampron.com.

5 PURCHASE OF PRODUCTS AND SUBSCRIPTIONS

The Subscriptions and the Products which may be purchased by you are those available and described from time to time through the System. The specific terms

applicable to a Subscription or to the purchase of a Product are further detailed in the System.

6 COMMUNICATIONS TO USERS

When you create your Account, you must provide an email address to be associated with your Account. This address and your user Account itself are and will be the addresses at which you agree to receive documents and information intended for and sent to you in connection with your use of the System. You hereby agree that the sending of a document to that address or user Account creates a presumption that you received the document. You hereby undertake to keep the email address associated with your Account active at all times.

7 BILLING, PAYMENT TERMS AND REIMBURSEMENT

The terms and conditions applicable to invoicing, billing, payment and reimbursement are those that are described from time to time in the System.

8 ACCESS, AVAILABILITY AND MONITORING

You hereby acknowledge and agree that the System is Producers' minimum viable product and is still in beta mode, which means that the System is in its minimum viable form, does not contain all the features that the Provider intends to integrate therein over time and may still contain a number of known or unknown errors. The Provider expects to make changes to the System more or less frequently, which may solve or create new errors, insert or remove functionalities or otherwise change the System, including this Agreement.

While the Provider strives to ensure full accessibility and availability of the System at all times, the Provider cannot guarantee uninterrupted access to the System or the availability of public networks.

The Provider may occasionally have to interrupt the provision of the System and will endeavour to limit the duration of such an interruption, which may be necessary for, inter alia, the following reasons:

- 8.1 Performing maintenance of the System, including updates;
- 8.2 Installing new features or upgrading existing ones;
- 8.3 Verifying and auditing the proper performance and use of the System;

We may also have to interrupt the provision of and access to the System, in particular in the event of an actual or apprehended outage or if there is a failure with a machine which may prevent the safety of the Products.

We reserve the right to monitor your use of the System. We may also from time to time ask for your comments on and assessment of the quality of the System. We may use the information you provide in this regard for our own operational and promotional purposes, without paying any compensation to you.

You hereby waive any recourse against the Provider for any unavailability of the System or any error preventing you from temporarily using the System, purchasing Products or Subscriptions or obtaining Products at any given machine.

9 UPDATES

Updates may entail modifications to performance and/or features that may have a negative impact on the System. The Provider cannot foresee or be held liable for interruptions to the System or changes in the features or performance of the System following an update.

10 TECHNICAL SUPPORT

The Provider offers support System via email at info@laterielampron.com. If you encounter any error in the System, please report them to our technical support team at such email address by giving as much details as possible. If you experience difficulties or problems accessing the System, please take all reasonable steps to determine the source of the problem before contacting our support System.

11 TERMINATION

The Provider may terminate this Agreement and revoke your authorization to access and use the System if you: fail to make a payment in accordance with the Agreement, otherwise fail to comply with the Agreement or make any unauthorized use of the System, or if it becomes necessary to do so in order to prevent or avoid the occurrence of any harm, damage or loss.

You may also terminate this agreement by deleting your Account through the System and sending us an email at info@laterielampron.com.

12 ASSIGNMENT

The Provider may assign its rights and obligations under this Agreement, without your prior consent or having to notify you. You, however, may not assign your rights and obligations under this Agreement, or the privileges associated with your Account, in any form or manner whatsoever.

13 SOFTWARE AND APPLICATIONS

The Provider may provide you with software, applications or other tools that you can download in order to access and use the System. Such software, applications and tools are protected by copyright and may be protected by patent. The downloading, use and updating of same are governed by the specific terms of use, if any, that apply to each of same. By downloading software, an application or other tool, you confirm your acceptance of such terms of use. You are not authorized to copy, modify, distribute, sell or lease such software, applications and tools in whole or in part. Nor are you authorized to reverse-engineer same or attempt to extract the source code thereof.

14 WARRANTY AND LIMITATION OF LIABILITY

The Provider undertakes to take the required measures to provide access to the System and to ensure its availability, but assumes no obligation of result in that regard. The Provider undertakes, however, to deploy such resources and use such processes and technology as are appropriate in order to provide the System optimally, in accordance with this Agreement. The Provider assumes no responsibility in that regard, however, other than as may be expressly stipulated herein.

You will be accessing and using the System without any representation or warranty on the part of the Provider other than those, if any, expressly stipulated herein. You hereby acknowledge that the Provider assumes no responsibility and cannot be held liable for your use of the System or that of any third party, or for any inability or impossibility to access or use the System.

The Provider will in no event be liable towards you or any other person whatsoever for any loss or damage of any kind, including without limitation, lost Data, documents, revenue, profits or goodwill, or damage to reputation, whether or not foreseeable, contractual or extra-contractual, attributable or related to your use or the unavailability of the System, notwithstanding that the Provider may have been advised of the possibility of such damages.

The liability of the Provider in connection with a Product or Subscription purchased by you through the System is limited to the price received by the Provider in connection with such Product or to the unused portion of your then current Subscription.

15 SURVIVAL

The termination of this Agreement shall not relieve the parties' obligations regarding the provisions which, by nature, shall survive the termination of this Agreement, including the provisions relating to Limitation of liability and dispute resolution.

16 PRECEDENCE

In case of discrepancy between the English and the French version of this Agreement, the French version shall prevail.

17 AMENDMENTS

The Provider may amend the Agreement from time to time, and will advise you of any such amendment by posting a notice via the System or sending such notice to the electronic address associated with your Account.

By using the System after such notice has been posted or sent, you will be confirming your consent to being bound by the Agreement, as amended, for all legal intents and purposes, without any other form or expression of confirmation, such as your signature, being required.

If you do not consent to any such amendment, you must immediately request the termination of your Agreement by deleting your Account through the System, and you must thereupon cease all use of the System, including the purchase of any additional Product or Subscription.

18 APPLICABLE LAW AND RESOLUTION OF DISPUTES

This Agreement, including your right to access and use the System, and any other matter related hereto, are governed by the laws of the Province of Quebec and the laws of Canada applicable therein. Any dispute between you and the Provider attributable to or arising out of any of the foregoing, or concerning the validity, interpretation or application of this Agreement, or any matter related thereto, must be submitted to the competent court sitting in and for the judicial district of Montreal, Province of Quebec.

19 ENTIRE AGREEMENT

This Agreement replaces and supersedes any other agreement, written or oral, that may have been in effect between you and the Provider regarding access to and use of the System or any matter related thereto.

PRIVACY POLICY

Effective as of October 1, 2019

This Privacy Policy describes how we (9391-2624 Québec inc.) collect, store, use, share and otherwise process Personal Information (defined below) when you install or use Laiterie Lampron (the “**Application**”) on your device.

Your installation or use of the Application shall be deemed an acceptance of the terms and conditions set forth in this Privacy Policy. If you do not agree with any part of this Privacy Policy, you must immediately stop using the Application.

1 DEFINITION OF PERSONAL INFORMATION

Personal Information means any information relating to an identified or identifiable physical person.

Personal Information does not include data derived from Personal Information that has been aggregated such as to prevent the identification of a particular physical person. Such information is not subject to the restrictions and limitations found herein.

2 COLLECTION OF PERSONAL INFORMATION

When you install and use the Application, certain Personal Information about you is collected as required (mandatory information) or practical (optional information) for the Application to work properly and to fulfill its purpose, including the provision of goods and/or services purchasable via the Application.

Such information includes:

- Name and contact details;
- Shipping and billing details, including payment information;
- Order details;

If you create an account in the Application, we will collect information as mentioned during the account creation process for the purposes of identification and protection of your account.

3 USE OF PERSONAL INFORMATION

We use Personal Information strictly for the purposes disclosed herein or at the time of collection.

Notably, we may use Personal Information to:

- Provide the Application and goods and/or services purchasable via the Application;
- Invoice you and process payments;
- Communicate with you;

- Provide you with information or advertising relating to our products or services, in compliance with applicable commercial electronic messages legislation;
- Handle complaints and refunds, if any;
- For business analytics purposes in order to better understand the needs and preferences of our customers and improve our services accordingly;
- Any other use as we may indicate to you at the time of collection or to which you agree afterward.

4 COMMUNICATION AND STORAGE OF PERSONAL INFORMATION

Personal Information is disclosed on a need-to-know basis. It will be shared only with our internal personnel and certain trusted third parties who act for us and who need the information to perform their duties in order for us to carry out the purposes for which the information was collected, as stated in this Privacy Policy or at the time of collection. Third parties with whom we share Personal Information are forbidden from using it for any other purpose.

In particular, we may share Personal Information with trusted partners or suppliers who act as data processors for us for the following purposes:

- To computer and data hosting service providers, to enable us to collect, use, analyze, store, secure or otherwise process data (including Personal Information) in accordance with this Privacy Policy;
- To physical or electronic mail service providers, to communicate with you;

We may also disclose Personal Information to comply with applicable laws and regulations, to respond to a subpoena, a search warrant, a court order or any other lawful request for information we may receive, or to otherwise protect our rights should you breach your obligations toward us.

4.1 Storage and Other Jurisdictions

Personal Information we collect may be transferred to servers outside Canada and stored there, including in Europe, the United States and Japan. In such cases, Personal Information is subject to local law and may be disclosed to governmental authorities pursuant to a legal order made in such other jurisdictions.

5 PROTECTION OF PERSONAL INFORMATION

We undertake to use the appropriate level of organizational, administrative, physical and technical measures, based on industry standards, in order to protect Personal Information from accidental, unauthorized and unlawful destruction, loss, alteration, disclosure or access.

We also require third parties with whom we share your Personal Information to do the same.

Notwithstanding the above, please note that no means of data transmission or storage is infallible. Therefore, while we can guarantee our efforts, we cannot guarantee that the confidentiality, integrity and availability of the information will never be compromised.

6 RETENTION OF PERSONAL INFORMATION

We will retain Personal Information for as long as necessary to fulfill the purposes for which it was collected, to comply with the law or to protect our rights. Thereafter, this information is anonymized or securely destroyed.

Should you delete your account, please note that we may retain your information as required for legal, fiscal and accounting purposes, or as required to assist us in the enforcement of this Policy and any other terms and conditions applicable to the Application.

7 ACCESS TO PERSONAL INFORMATION AND RELATED RIGHTS

In accordance with applicable law, you have the right to access the Personal Information we have about you and to require that it be corrected, updated, or deleted. If you would like to exercise these rights, please contact us using the contact information provided below.

8 CHANGES TO THIS PRIVACY POLICY

We may modify this Privacy Policy from time to time in order to reflect changes to our privacy practices for operational, legal or regulatory reasons. The effective date of this version appears at the beginning of the Privacy Policy. In the event that we modify this Privacy Policy, all changes and clarifications will take effect immediately upon their posting online or in the Application. If we make material changes, we will notify you by e-mail (if you have given us your e-mail address). Otherwise, a notice of the material changes will appear upon accessing the Application for 30 days from the date such changes take effect.

Notwithstanding the foregoing, it is your responsibility to review the Privacy Policy regularly to make sure you agree with its content because, in continuing to provide Personal Information or to use the Application, you consent to the Privacy Policy as modified and in its then current version. If you do not agree with any of the changes made to the Policy, you must immediately stop using the Application.

9 CONTACTING US

For more information about our privacy practices, to exercise your rights with respect to your Personal Information or to make a complaint, please contact us by e-mail at info@laiterielampron.com.