

BRASSERIE FLEURIMONT
TERMS OF USE
(Last modified on March 19, 2018)

Welcome to the BRASSERIE FLEURIMONT Website and Application! These Terms of Use (the “**TOU**”) are a LEGAL AGREEMENT BETWEEN YOU, A WEBSITE VISITOR, APPLICATION USER, AND / OR SERVICES USER AND BRASSERIE FLEURIMONT INC. (“**BRASSERIE FLEURIMONT**”, “**we**”, “**us**” or “**our**”). These TOU cover several different situations, so please refer to the following definitions for clarification:

- “**Application**” refers to the BRASSERIE FLEURIMONT application, a free app for iOS and Android developed and owned by BRASSERIE FLEURIMONT. The Application also includes any Application updates and upgrades that BRASSERIE FLEURIMONT may provide to you or make available to you, to the extent that such items are not accompanied by separate Terms of Use.
- “**Device**” refers to the handheld or tablet device onto which you download the Application and are using the Services.
- “**Services**” are the services provided by BRASSERIE FLEURIMONT and include mobile payment, ordering, and customer rewards programs and related services. The Services are generally available through the Application, although certain functions are also available on the Website.
- “**Website**” is the website located at <http://www.BrasserieFleurimont.com> which is owned and operated by BRASSERIE FLEURIMONT, and includes all subdomains, present and future.

Additional definitions may be made throughout these TOU, but they will be recognizable as they will be capitalized, bolded, and in quotation marks. Additional definitions may also be found in the [Privacy Policy](#), and will have the same meaning in these TOU as they do there. The definitions found in these TOU shall also apply to the Privacy Policy.

By visiting or using the Website, or downloading, using or accessing the Application on your Device, you hereby accept to be bound by these TOU without any reservations, modifications, additions or deletions. If you do not agree to all the provisions contained in the TOU, you are not authorized to use the Website, the Application or any Services. If you have downloaded the Application and do not agree to all the provisions of the TOU, you must delete the Application from your Device.

BRASSERIE FLEURIMONT reserves the right, at any time and without prior notice, to modify or replace any of the TOU. Any changes to the TOU can be found at this URL. It is your responsibility to check the TOU periodically for changes. Your use of the Website and / or Application following the posting of any changes to the TOU constitutes acceptance of those changes. If there are any significant changes to the TOU that materially affect your relationship with us, you will be notified upon opening the Application.

The TOU should be read in conjunction with the [Privacy Policy](#), as both these documents govern your use of the Website and / or Application.

If you have any questions about the TOU, please contact: 2B BRASSERIE FLEURIMONT Inc. at info@BrasserieFleurimont.com or at 1325 12e Avenue Nord Sherbrooke Quebec J1E 3P6, Canada.

1. GENERAL CODE OF CONDUCT FOR USE OF THE WEBSITE OR SERVICES

➤ **Restrictions.** In addition to the more specific rules found elsewhere in these TOU, you agree that, by visiting the Website and / or using the Services, you will:

- (i) Not use the Website or Services in any manner that in any way violates these TOU;
- (ii) Not use the Website or Services in any manner that violates any intellectual property rights of BRASSERIE FLEURIMONT or any third party;
- (iii) Not use the Website or Services in any manner to propagate spam, including but not limited to unsolicited advertising or bulk electronic mail or messages, including to link to a spam or phishing website;
- (iv) Not use the Website or Services in any manner to propagate software viruses, Trojan horses, worms, or any other malicious or non-malicious computer code, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment in any form whether belonging to BRASSERIE FLEURIMONT or a third party, or to damage or obtain unauthorized access to any system, data, or other information (whether Personal Information or not) of BRASSERIE FLEURIMONT, other Services users, or any other third party;
- (v) Not: (1) take any action that imposes or may impose (as determined by BRASSERIE FLEURIMONT in its sole discretion) an unreasonable or disproportionately large load on BRASSERIE FLEURIMONT's (or its third party providers') infrastructures; (2) interfere or attempt to interfere with the proper functioning of the Website or Services or any activities conducted on the Website or through the Services; (3) bypass any measures BRASSERIE FLEURIMONT may use to prevent or restrict access to the Website or Services or any element thereof; (4) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Website or Application; or (5) harvest or scrape any content from the Website or Application in an unreasonable manner; and
- (vi) Use the Website and / or Services in good faith, and in compliance with all applicable local, provincial, national, and international laws.

➤ **Sanctions.** ANY USE OF THE APPLICATION, WEBSITE OR THE SERVICES NOT SPECIFICALLY PERMITTED UNDER THE TOU IS STRICTLY PROHIBITED AND MAY RESULT, AT BRASSERIE FLEURIMONT'S DISCRETION, IN THE SUSPENSION OR TERMINATION OF YOUR ACCOUNT. Any misuse of the Application, Website or Services may be reported to info@BrasserieFleurimont.com.

2. USER ACCOUNT AND USER REPRESENTATIONS

➤ **Age and Responsibility.** You represent that, under the laws that apply to you, (i) you are capable of entering into a contract and (ii) you are of sufficient legal age to visit the Website and use the Application and the Services (or that you have permission from a parent or legal guardian) and to create binding legal obligations for any liability you may incur as a result of the visit of the Website, use of the Application or use of the Services. It is solely your responsibility to determine whether

your visit of the Website, use of the Application and use of the Services is lawful, and you must comply with all applicable laws.

- **Account.** To use some of the Services, you may be required to create an account on the Website or on the Application (“**User Account**”) and provide the following accurate and truthful information: first name, last name, email address, age, gender, postal address, cell number, and food allergies. This information is required in order to register for a User account. All such submitted information may be referred to in the present TOU and the Privacy Policy as “**Account Information**”. Even though some Services may be accessible to you without creating a User Account, you may be required to at least provide your email address to access the Services that are not exclusive to User Account holders. BY PROVIDING YOUR ACCOUNT INFORMATION, INCLUDING ANY FOOD ALLERGIES, YOU EXPRESSLY UNDERSTAND AND AGREE THAT SUCH ACCOUNT INFORMATION ARE ONLY PROVIDED TO BRASSERIE FLEURIMONT TO IMPROVE YOUR USER EXPERIENCE AND BRASSERIE FLEURIMONT DISCLAIMS ANY WARRANTY THAT ANY FOOD PROVIDED BY BRASSERIE FLEURIMONT TO YOU BE EXEMPT FROM ANY ALLERGEN.
- **Your Account Responsibility.** By registering for a User Account, you represent that:
 - (i) All Account Information provided to BRASSERIE FLEURIMONT are accurate, current and complete, and that you will maintain and update such information as they change;
 - (ii) You will maintain the security of your User Account, take responsibility for all activities that occur using your User Account, and accept all risks of unauthorized access resulting from your acts or omissions;
 - (iii) You do not and have never used or maintained any other BRASSERIE FLEURIMONT User Account under a different email address (the creation of additional User Account(s) shall be considered a violation of these TOU);
 - (iv) Your use of the Services, and your visit of the Website and /or use of the Application, in connection with your User Account, is not prohibited by law, and will not be used to engage in, commit, or facilitate any illegal activity; and,
 - (v) Your registration, your User Account, your Credit (as defined below) and your rights under these TOU, are personal to you and are not transferable by you to any party, subject to the provisions of Section 4 below.

3. USE OF THE APPLICATION

- **Limited License.** The Application is licensed, not sold. BRASSERIE FLEURIMONT grants you the non-exclusive, non-transferable, non-sublicensable, limited right and license to install and use the Application for the purpose of using the Services, solely and exclusively for your personal use on the Device, or the use of any other third party with access to the Device that you control and with your permission, and as permitted by the Usage Rules set forth in the [App Store Terms and Conditions](#) for the iOS Application or the [Google Play Terms of Service](#) for the Android Application.
- **No Interference.** You may not use the Application in any manner that could damage, disable, overburden, or impair the Application (or servers or networks connected to the Application), nor

may you use the Application in any manner that could interfere with any other party's use and enjoyment of the Application (or servers or networks connected to the Application).

- **Your Responsibility.** You agree that you are solely responsible for (and that BRASSERIE FLEURIMONT has no responsibility to you or to any third party for) your use of the Application, any breach of your obligations under the TOU, and for the consequences (including any loss or damage, direct or indirect, which BRASSERIE FLEURIMONT may suffer) of any such breach. Where a third party uses the Application on your Device, you are solely responsible for conforming to these TOU and any breach thereof shall be your responsibility.

4. USE OF THE SERVICES

- **The Services.** By using the Services through your User Account, you may:
 - (i) Add credit to your User Account ("**User Credit**") by making a payment via our payment partners ([Paypal](#) or any other secure payment services provider of BRASSERIE FLEURIMONT);
 - (ii) Use your User Credit, Gift Card Credit (as defined below) and BRASSERIE FLEURIMONT Credit (as defined below) (collectively, your "**Credit**") to place and pay for a meal order (an "**Order**") on-site at one of our participating restaurants by generating a QR code, which will be scanned by one of our staff members at the time of payment;
 - (iii) Use your Credit to place an Order and pay for such Order at the time of pick-up by generating a QR code, which will be scanned by one of our staff members at the time of payment;
 - (iv) Offer gift cards to someone else; and / or
 - (v) Benefit from Rewards Programs (as defined below) and receive BRASSERIE FLEURIMONT Credit (as defined below) to your User Account.

- **General.**
 - (i) **Payment.** Any payment made to add or purchase any Credit is made via [Paypal](#) (or any other secure payment services provider of BRASSERIE FLEURIMONT), which shall be considered providing a Third-Party Service (as defined below). In no circumstance will BRASSERIE FLEURIMONT have access or deal with any of your banking information, including any credit card, debit card, or banking account information and BRASSERIE FLEURIMONT disclaims all liability regarding all payment transactions made by you.
 - (ii) **No fees; No Refunds.** BRASSERIE FLEURIMONT will not charge you any fee related to your User Account or your Credit. Except where required by law, the balance of Credit associated with your User Account is non-refundable and may not be resold or redeemed for cash or other Credit. Any refund related to a purchase made with your Credit will be credited back to your User Account.

- (iii) **Errors.** We reserve the right to adjust the balance of your Credit in the event of a clerical, billing or accounting error. Transactions or corrections concerning your Credit may be disputed by contacting BRASSERIE FLEURIMONT Support within 30 days of the disputed transaction or correction.

➤ **Gift Card Credit.**

- (i) **Gift Cards.** You may give or receive digital gift cards online, and plastic gift cards. Plastic gift cards can be used to make a purchase at one of our restaurants by scanning the QR code on the card, or can be linked to your User Account by simply using your phone to scan the QR code on the plastic card or entering the card information.
- (ii) **Balance.** A gift card balance (“**Gift Card Credit**”) linked to your User Account will be applied automatically whenever you scan your QR code at checkout at one of our restaurants or pick-up collection points, or with a BRASSERIE FLEURIMONT staff member.
- (iii) **No fees; No Refunds.** BRASSERIE FLEURIMONT will not charge you any fee related to your gift card, including for the purchase, issuance, activation or use of the card. Your gift card and the Gift Card Credit associated with your gift card have no expiration date. Except where required by law, the balance of Gift Card Credit associated with a gift card is non-refundable and may not be resold or redeemed for cash or other gift cards. Gift cards are not reloadable. Any refund related to a purchase made with the gift card will be credited back to the gift card used for the initial payment.
- (iv) **Transfer.** Once linked to a User Account, a plastic gift card is not transferrable to another user, and the code on the plastic card may no longer be useable for purchases. You may purchase a digital gift card for a designated recipient by entering email address of the recipient via the Website or through the Application. The recipient will be notified of the gift card by email and/or through an in-app notification, and may claim the gift card: (i) on the Website or in the Application; (ii) by clicking a link in the email and entering his/her User Account credentials to associate the gift card with his/her User Account; or (iii) by clicking a link in an email to activate the card and by printing the email displaying the QR code, which will be scanned by one of our staff members at the time of payment. Your User Account will be charged when you purchase the digital gift card.
- (v) **Amounts Limits.** Gift cards may be purchased in any amount up to CAD 100.00.
- (vi) **No Liability; Disclaimer.** BRASSERIE FLEURIMONT is not responsible for lost, stolen, damaged or destroyed gift cards or for unauthorized use. Risk of loss and title for a gift card and associated Gift Card Credit pass to you, and you are solely responsible for loss or unauthorized use affecting your purchased gift card. To help secure your plastic gift card, please link it to your User Account. Do not share your BRASSERIE FLEURIMONT User Account login information with others. BRASSERIE FLEURIMONT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE GIFT CARDS, TO THE EXTENT PERMITTED BY LAW. IN THE EVENT A PHYSICAL GIFT CARD DOES NOT WORK, YOUR SOLE REMEDY AND OUR SOLE LIABILITY WILL BE THE REPLACEMENT OF SUCH PHYSICAL GIFT CARD, SUBJECT TO

APPLICABLE LAW. GIFT CARD TERMS ARE SUBJECT TO CHANGE IN BRASSERIE FLEURIMONT'S SOLE DISCRETION, IN ACCORDANCE WITH APPLICABLE LAW.

- **Loyalty Programs; BRASSERIE FLEURIMONT Credit.** When initiating a transaction through your User Account, you participate automatically in any promotional campaigns offered by BRASSERIE FLEURIMONT offering rewards to users, such as loyalty reward programs, refer-a-friend programs, product incentive programs, etc. ("**Rewards Programs**"), and earn automatically any rewards, incentives, or discounts ("**BRASSERIE FLEURIMONT Credit**") associated with your transaction. REWARDS APPLIED TO ORDER AHEAD TRANSACTIONS THROUGH YOUR USER ACCOUNT WILL INCLUDE ONLY THOSE REWARDS DISPLAYED THROUGH YOUR USER ACCOUNT (IN THE APPLICATION OR ON THE WEBSITE) AND MAY NOT INCLUDE ALL REWARDS ADVERTISED BY BRASSERIE FLEURIMONT OR OFFERED BY BRASSERIE FLEURIMONT THROUGH OTHER CHANNELS. BRASSERIE FLEURIMONT Credit applied to the purchase will be deducted from the transaction amount charged by BRASSERIE FLEURIMONT. BRASSERIE FLEURIMONT Credit associated with any Rewards Program have no cash value. You have no property interest in any BRASSERIE FLEURIMONT Credit. If a Rewards Program is terminated for any reason, or if your User Account is suspended or terminated for any reason, any existing BRASSERIE FLEURIMONT Credit will expire immediately.

5. PRIVACY POLICY AND PERMISSIONS FOR THE APPLICATION

- **Privacy Policy.** Our [Privacy Policy](#) explains how BRASSERIE FLEURIMONT treats your Personal Information (as that term is defined in the Privacy Policy) and protects your privacy when you use the Website and / or the Application. By visiting the Website and / or installing, accessing or using the Application or the Services, you explicitly consent to the collection and use of your data in accordance with the Privacy Policy, which may be updated from time to time and without notice.
- **Access to Your Device.** In addition to personal and non-identifiable information, the Privacy Policy also describes how the Website and the Application may access functions of the Device that are not part of the Website or the Application and are developed by third parties. These are known as permissions, and you agree that BRASSERIE FLEURIMONT has the right to access third-party computer code on the Device in this manner and as described in the Privacy Policy.

6. ACCESSING AND DOWNLOADING APPLICATION AND ACKNOWLEDGEMENTS

- **Apple and Google.** You acknowledge and agree that (i) these TOU are concluded between you and BRASSERIE FLEURIMONT only, and not Apple or Google, and (ii) BRASSERIE FLEURIMONT, not Apple or Google, is solely responsible for the Application and content thereof. Your use of the Application must comply with the [App Store Terms and Conditions for the iOS Application](#) or the [Google Play Terms of Service for the Android Application](#), which you are responsible to review from time to time.
- **No Maintenance; No Warranty.** You acknowledge that Apple or Google have no obligation whatsoever to furnish any maintenance and support services with respect to the Application.
- **No Liability of Apple or Google.** Apple or Google will have no warranty obligation whatsoever with respect to the Application. As between BRASSERIE FLEURIMONT and Apple or Google, any other claims, losses, liabilities, damages, costs or expenses attributable solely to any failure of the

Application to conform to any warranty will be the sole responsibility of BRASSERIE FLEURIMONT, or as further specified and limited hereinafter.

- **No Liability of Apple or Google.** You and BRASSERIE FLEURIMONT acknowledge and agree that:
 - (i) As between BRASSERIE FLEURIMONT and Apple or Google, Apple or Google are not responsible for addressing any claims you have or any claims of any third party relating solely to the Application or your possession and use of the Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
 - (ii) In the event of any third-party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, BRASSERIE FLEURIMONT, not Apple nor Google, shall be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
 - (iii) Apple, and Apple's subsidiaries and Google and Google's subsidiaries, are third party beneficiaries of these TOU as related to your license of the Application, and that, upon your acceptance of these TOU, Apple and Google will have the right (and will be deemed to have accepted the right) to enforce these TOU as related to your license of the Application against you as a third-party beneficiary thereof.
- **Representations.** You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- **Third Party Terms.** Without limiting any other of these TOU, you must comply with all applicable third-party terms of agreement when using the Application.
- **Approval.** You acknowledge that updates to the iOS Application and the Android Application are subject to the approval of Apple and Google. BRASSERIE FLEURIMONT, BRASSERIE FLEURIMONT's affiliates and subsidiaries, and all of our and their respective shareholders, officers, directors, employees, agents, partners, principals, representatives, successors and assigns (collectively referred to as the "**Representatives**") shall not be held responsible for any losses or damages, direct or indirect, pecuniary or non-pecuniary, resulting from any delay in the approval of updates by Apple and/or Google.

7. INTELLECTUAL PROPERTY RIGHTS

- **Definition.** In these TOU: “**BRASSERIE FLEURIMONT Content**” means any and all content, arrangement and layout of the Website and the Application, including but not limited to BRASSERIE FLEURIMONT’s trademarks (including “BRASSERIE FLEURIMONT”), photos, logos, videos, audio, images, text and computer code; and “**Intellectual Property Rights**” means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.
- **Ownership.** You acknowledge that: (i) the Website and the Application contain proprietary and confidential information that are protected by applicable intellectual property and other laws; and (ii) BRASSERIE FLEURIMONT and/or third parties own all right, title and interest in and to the Website and the Application and the BRASSERIE FLEURIMONT Content that may be presented or accessed through the Website and the Application, including without limitation all Intellectual Property Rights therein and thereto of the TOU. The Application is being licensed to you and you hereby acknowledge that no title or ownership in the Application is being transferred or assigned and these TOU should not be construed as a sale of any rights in the Application. All rights not specifically granted under these TOU are reserved to BRASSERIE FLEURIMONT and its licensors. Apple, iOS and iTunes are registered trademarks of Apple Inc. Android is a registered trademark of Google Inc.
- **Restrictions.** You agree that you will not, and will not allow any third party, to (i) copy, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from, the Website, the Application, or any BRASSERIE FLEURIMONT Content, or any other content that may be presented or accessed through the Website and / or the Application for any purpose, unless otherwise permitted by the TOU or the functionality of the Services; (ii) take any action to circumvent or defeat the security deployed or enforced by any functionality contained in the Website or the Application; or (iii) remove, obscure, or alter BRASSERIE FLEURIMONT’s or any third party’s copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Website or the Application. The above restrictions further apply to third party property used as part of the Website and the Application, including but not limited to third party computer code. For the purposes of the present Section, “computer code” includes source code, frameworks, CSS or JavaScript files, templates, modules, or any similar files. Any unauthorized use of the BRASSERIE FLEURIMONT Content found in the Website or the Application or any derivative works thereof may violate civil or criminal laws, including but not limited to intellectual property laws, and BRASSERIE FLEURIMONT may take action accordingly.
- **Feedback.** If you choose to communicate to BRASSERIE FLEURIMONT suggestions for improvements to the Website, the Application or the Services (collectively, “**Feedback**”), BRASSERIE FLEURIMONT shall own all right, title, and interest in and to the Feedback and will be entitled to use the Feedback without restriction. You hereby irrevocably assign all right, title and interest in and to the Feedback to BRASSERIE FLEURIMONT and waive in favour of BRASSERIE FLEURIMONT, its successors and assigns all your moral rights in the Feedback and agree to provide BRASSERIE FLEURIMONT such assistance as BRASSERIE FLEURIMONT may require to document, perfect, and maintain BRASSERIE FLEURIMONT’s rights to the Feedback. You acknowledge and agree that, by providing any Feedback

to BRASSERIE FLEURIMONT, you are not entitled to any compensation or reimbursement of any kind from BRASSERIE FLEURIMONT under any circumstances.

8. EXTERNAL LINKS

- **Third Party Services.** From time to time BRASSERIE FLEURIMONT may provide links to other applications, websites or services ("**Third Party Services**"). Links from the Website or the Application may take you to Third Party Services not covered by these TOU. When you access third party resources in this manner, you do so at your own risk. BRASSERIE FLEURIMONT provides those links as a convenience to you and BRASSERIE FLEURIMONT takes no responsibility for your use of those Third-Party Services or protection of your privacy (including collection of your personal information) on those Third-Party Services. We encourage you to check the terms of use and/or privacy policy of any Third-Party Service you visit. BRASSERIE FLEURIMONT does not make any claim or warranty whatsoever about the content of those Third-Party Services to which we link, or any products or services available through those Third-Party Services or the third parties providing such services.
- **No Liability.** In no way will BRASSERIE FLEURIMONT and its Representatives be held responsible for any damages, direct or indirect, pecuniary or non-pecuniary: (i) for your use of Third Party Services that may be linked to from the Website or the Application or the information thereon; (ii) for any virus, Trojan horse, worm or other similar destructive file received as a result of your use of those Third Party Services; (iii) caused by or in connection with, use of or reliance on any content, or products or services (whether free or for purchase) available on or through any linked-to Third Party Services; or (iv) for the actions of the operators of any such Third Party Services.

9. CONTESTS, SWEEPSTAKES, PROMOTIONS AND REWARDS PROGRAMS

Any contests, sweepstakes or other promotions (collectively, "**Promotions**") and any Rewards Programs made available through the Website and / or the Application may be governed by rules that are separate from the TOU. As such, please review the rules applicable to the Promotions and Rewards Programs. If the rules for a Promotion or a Rewards Program conflict with the TOU, the Promotion or the Rewards Programs rules, as applicable, will apply. Promotions and Rewards Programs may be available for a limited time.

10. INTERRUPTION OF SERVICE

From time to time, the Services may be unavailable for brief periods of time for maintenance and / or modifications to the Services. While we will endeavour to make this unavailability as brief as possible, BRASSERIE FLEURIMONT and its Representatives shall not be held liable for any losses or damages, direct or indirect, pecuniary or non-pecuniary, resulting from the interruption of the normal functioning of the Services, and disclaims any responsibility thereto, including any loss you may suffer as a result of the non-completion of a challenge.

11. TERMINATION OF YOUR ACCESS TO THE USER ACCOUNT, THE APPLICATION AND THE TOU

- **Cancellation of Your User Account.** You may choose to delete your User Account through the Application or on the Website.

- **Termination of Your Access.** You agree that BRASSERIE FLEURIMONT, in its sole discretion, with or without cause, has the right (but not the obligation) to block or terminate your access to or use of your User Account or of the Services (or any part thereof), immediately and without notice, for any reason, including, without limitation, if BRASSERIE FLEURIMONT believes that you have acted inconsistently with the letter or spirit of the TOU or the Privacy Policy.
- **Termination of the Services.** BRASSERIE FLEURIMONT may also, in its sole discretion and at any time, discontinue providing the Services, or any part thereof, with or without notice. You agree that BRASSERIE FLEURIMONT and its Representatives shall not be liable to you or any third party for any losses or damages, direct or indirect, pecuniary or non-pecuniary, resulting from termination of your access to the Services, or from BRASSERIE FLEURIMONT's termination of the Services, or any part thereof.
- **Termination of the TOU.** Termination of the Services or your access to the Services shall terminate the present TOU as between you and BRASSERIE FLEURIMONT. All provisions of these TOU which by their nature should survive termination of these TOU shall survive termination, including without limitation, intellectual property provisions, disclaimers, indemnity and limitations of liability.

12. DISCLAIMERS

- **Security Measures.** We endeavour to use reasonable security measures to protect against unauthorized access to your account and to any data which may be stored on our servers. We cannot, however, guarantee absolute security of your account or the personal information we collect, and we cannot promise that our security measures will prevent third-party "attackers" from illegally accessing the Website and / or the Application or their content. You agree to immediately notify BRASSERIE FLEURIMONT of any unauthorized use of your account, or any other breach of security at info@BrasserieFleurimont.com, and you accept all risks of unauthorized access to the Website and / or the Application, your Account Information and any other information you provide to BRASSERIE FLEURIMONT.
- **"As is" Basis.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS AND USE OF THE WEBSITE, THE APPLICATION AND THE SERVICES, THE INFORMATION AVAILABLE THROUGH THE SERVICES (WHETHER PROVIDED BY BRASSERIE FLEURIMONT, OTHER USERS OF THE WEBSITE OR THE APPLICATION OR THIRD PARTIES) OR ANY ACTIVITY ARISING FROM YOUR USE OF THE WEBSITE AND / OR THE APPLICATION, THE SERVICES OR THE INFORMATION THEREON AND THE MATERIALS DOWNLOADED IS AT YOUR SOLE RISK. THE WEBSITE, THE APPLICATION AND THE SERVICES (INCLUDING ALL THEIR CONTENT) ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE ACCESS OR USE OF THE WEBSITE AND / OR THE APPLICATION OR THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BRASSERIE FLEURIMONT DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, ACCURACY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. BRASSERIE FLEURIMONT MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT THE WEBSITE OR THE APPLICATION WILL BE FREE FROM LOSS, DESTRUCTION, DAMAGE, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND BRASSERIE FLEURIMONT DISCLAIMS ANY LIABILITY RELATING THERETO. TO THE EXTENT THAT THE LAW DOES NOT PERMIT A DISCLAIMER OF WARRANTIES, ALL CONTENT

ACCESSIBLE ON OR THROUGH THE WEBSITE OR THE APPLICATION OR ANY THIRD-PARTY SERVICES TO WHICH WE LINK, AND ALL OPERATIONS ON THE WEBSITE AND THE APPLICATION ARE WARRANTED ONLY TO THE MINIMUM AMOUNT LEGALLY REQUIRED.

- **Warranty Disclaimer.** BRASSERIE FLEURIMONT MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT THE ACCESS, THE USE OR THE RESULTS OF THE USE OF THE WEBSITE, THE APPLICATION OR THE SERVICES ARE OR WILL BE ACCURATE, RELIABLE, CURRENT, UNINTERRUPTED OR WITHOUT ERRORS. WITHOUT PRIOR NOTICE, BRASSERIE FLEURIMONT MAY MODIFY, SUSPEND, OR DISCONTINUE ANY ASPECT OR FEATURE OF THE WEBSITE, THE APPLICATION OR SERVICES OR YOUR ACCESS OR USE OF THE WEBSITE, THE APPLICATION OR SERVICES. IF BRASSERIE FLEURIMONT ELECTS TO MODIFY, SUSPEND, OR DISCONTINUE ANY PART OF OR ALL OF THE SERVICES, BRASSERIE FLEURIMONT WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY.
- **Your Information.** YOU ACKNOWLEDGE THAT YOUR SUBMISSION OF ANY CONTENT OR OTHER INFORMATION ON OR THROUGH THE WEBSITE OR THE APPLICATION (INCLUDING PERSONAL INFORMATION) IS AT YOUR OWN RISK. BRASSERIE FLEURIMONT DOES NOT ASSUME ANY LIABILITY TO YOU WITH REGARD TO ANY LOSS OR LIABILITY RELATING TO SUCH CONTENT OR INFORMATION IN ANY WAY.

13. LIMITATION OF LIABILITY AND INDEMNITY

- **Limitation of Liability.** IN NO CASE WILL BRASSERIE FLEURIMONT, ITS AFFILIATES, AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, LICENSORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE DAMAGES OR OTHER DAMAGES, OR FOR ANY LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF OR RELATING TO (I) THE WEBSITE, THE APPLICATION OR THE SERVICES, BRASSERIE FLEURIMONT CONTENT OR OTHER CONTENT (INCLUDING ANY THIRD PARTY MATERIALS); (II) YOUR ACCESS, USE, MISUSE OR INABILITY TO ACCESS OR USE THE WEBSITE, THE APPLICATION OR THE SERVICES; (III) THE GOODS AND SERVICES PURCHASED THROUGH THE WEBSITE OR THE APPLICATION; (IV) ANY DELAY OR OTHER FAILURE IN PREPARING OR PROCESSING YOUR ORDERS BY ANY BRASSERIE FLEURIMONT RESTAURANT; OR (V) THE INTERRUPTION, SUSPENSION OR TERMINATION OF ANY PART OF OR ALL THE WEBSITE, THE APPLICATION OR THE SERVICES, IN ALL CASES (I), (II), (III), (IV) AND (V) REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, WARRANTY, DELICT, QUASI-DELICT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER THEORY OF LIABILITY) AND EVEN IF BRASSERIE FLEURIMONT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE TOU, IN NO EVENT WILL BRASSERIE FLEURIMONT'S AGGREGATE LIABILITY FOR ANY CLAIMS IN CONNECTION WITH YOUR USE OF THE WEBSITE AND THE APPLICATION EXCEED THE LESSER OF (I) CAD 100.00 OR (II) THE AGGREGATE AMOUNT PAID BY YOU UNDER YOUR USER ACCOUNT TO BRASSERIE FLEURIMONT FOR THE MONTH PRECEDING THE EVENT THAT GAVE RISE TO YOUR CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY OR MAY NOT APPLY TO YOU.

- **Indemnity.** You will indemnify and hold BRASSERIE FLEURIMONT and its Representatives harmless with respect to any suits, claims, demands, costs and fees (including reasonable lawyer's fees), including third party claims, arising out of (i) your breach of the TOU or Privacy Policy; (ii) your access, use, misuse or connection to the Services; (iii) your violation of any rights of a third party, or (iv) any damage you cause to any BRASSERIE FLEURIMONT restaurant, its personnel or assets.

14. GOVERNING LAW AND JURISDICTION

Use of the Website and / or the Application and the Services shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada in force at the time without regard to conflict of law provisions. You agree that any legal action or proceeding between you and BRASSERIE FLEURIMONT shall be brought exclusively in the courts located in the Judicial District of Montreal, Quebec, Canada. The foregoing choice of jurisdiction and venue shall not prevent you or BRASSERIE FLEURIMONT from seeking injunctive relief with respect to a violation of intellectual property rights, enforcement or recognition of any award or order in any appropriate jurisdiction. You and BRASSERIE FLEURIMONT expressly disclaim applicability of the terms of the *United Nations Convention of Contracts for the International Sale of Goods* and any legislation implementing such Convention will not apply to these TOU nor to any dispute arising therefrom.

15. LAW ENFORCEMENT

BRASSERIE FLEURIMONT reserves the right, without any limitation whatsoever, to: (i) investigate any suspected breaches of the Website, the Application or the Services security, or of its information technology or other systems or networks; (ii) investigate any suspected breaches of the TOU or violations of any additional terms, conditions or rules posted in connection with a particular Service or feature on the Website and / or the Application; (iii) involve and cooperate with law enforcement authorities in investigating any such matters; and (iv) prosecute violators of the TOU to the full extent permitted by applicable law.

16. MISCELLANEOUS PROVISIONS

- **Entire Agreement.** The TOU, in conjunction with the Privacy Policy, constitute the entire agreement between you and BRASSERIE FLEURIMONT with respect to your use of the Website and / or the Application and the Services, superseding any prior agreements between you and BRASSERIE FLEURIMONT. When you download the Application, you are also subject to the Terms of Service and Privacy Policy of the application distribution system you used to download the Application (i.e. iOS App Store or Google Play, hereinafter "**Third Party Application Distributor**"). We strongly suggest reading those documents prior to installing the Application. BRASSERIE FLEURIMONT and its Representatives shall in no way be held responsible for any losses or damages, whether pecuniary or otherwise, to you or any third party for your failure to adhere to the terms of services and / or privacy policy of any Third-Party Application Distributor when downloading and / or using the Application.
- **No Assignment.** You may not assign, sub-license or otherwise transfer any of your rights under the TOU.
- **Force Majeure.** BRASSERIE FLEURIMONT shall not be liable for any failure to perform its obligations under the TOU where such failure results from any cause beyond BRASSERIE FLEURIMONT's

reasonable control, including, but not limited to, mechanical, electronic or communications failure or degradation.

- **Severability.** If any provision of the TOU or the Privacy Policy is held to be invalid or unenforceable by a court of competent jurisdiction, they are, to that extent, deemed omitted and the validity of the other provisions of the TOU or the Privacy Policy, as the case may be, will not be affected.
- **No Waiver.** The failure of BRASSERIE FLEURIMONT to enforce any provision of the TOU or the Privacy Policy shall not constitute a waiver of such provision or of BRASSERIE FLEURIMONT's right to enforce such provision and every other provision.
- **Language.** The parties hereto acknowledge having expressly required that the TOU and the Privacy Policy are to be drawn up in the English language. *Les parties aux présentes reconnaissent avoir expressément exigé que les présentes Conditions d'utilisation et la Politique relative à la protection des renseignements personnels soient rédigées en anglais.*