

TERMS OF USE AGREEMENT OF CLUB PATIENCE'S WEBSITE

Welcome to Club Patience's website. Please read carefully this Terms of use agreement before using this website.

BY ACCESSING AND USING CLUB PATIENCE'S WEBSITE, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS OF USE CONTAINED IN THIS AGREEMENT. **IF YOU WANT TO CONTINUE AND USE THIS WEBSITE, CLICK ON THE BUTTON « I ACCEPT » AT THE BOTTOM OF THIS WINDOW. IF YOU REFUSE TO BE BOUND BY THESE TERMS, CLICK « I DECLINE » AND DO NOT USE THE SERVICES.** YOU ARE NOT AUTHORIZED TO USE THE SERVICES OF CLUB PATIENCE'S WEBSITE UNDER ANY CIRCUMSTANCES.

YOU UNDERSTAND THAT YOU DON'T HAVE ANY OTHER RIGHT TO THE SERVICES OF CLUB PATIENCE'S WEBSITE, EXCEPT THE RIGHTS OF USE SPECIFICALLY GRANTED UNDER THIS TERMS OF USE AGREEMENT.

THIS TERMS OF USE AGREEMENT MAY BE MODIFIED FROM TIME TO TIME IN WHOLE OR IN PART BY FRUIT D'OR INC. ANY MODIFICATIONS WILL BE ANNOUNCED ON THE WEBSITE AT LEAST THIRTY (30) DAYS BEFORE ITS EFFECTIVE DATE. ACCEPTANCE OF THE MODIFICATIONS BY CLICKING ON THE BUTTON « **I ACCEPT** » AND YOUR SUBSEQUENT USE OF THE ONLINE SERVICES WILL BE DEEMED YOUR ACCEPTANCE TO THESE MODIFICATIONS.

IN THE EVENT THAT YOU WOULD NOT AGREE TO MODIFICATIONS OR THAT YOU WOULD BE DISSATISFIED FOR ANY DECISION OR POLICY TAKEN IN THE OPERATION OF THE SERVICES, YOUR EXCLUSIVE REMEDY IS TO TERMINATE THE USER AGREEMENT BY GIVING A WRITTEN NOTICE BY ELECTRONIC MAIL AND BY DISCONTINUING THE USE OF THE SERVICES, WITHOUT REFUND OF ANY KIND NOR ANY RESPONSIBILITY TOWARDS ANYONE FROM FRUIT D'OR INC..

1. General description

- 1.1 FRUIT D'OR INC. offers for the benefit of users who register (hereinafter: «the **Member**»), a website promoting its products and dedicated to the art of living and the benefits of the Slow movement (hereinafter: «**Club Patience**»).
- 1.2 Any improvement or addition to Club Patience's website will be subject to this Terms of use Agreement, unless expressly provided to the contrary.

2. Intellectual Property

- 2.1 The Member acknowledges that FRUIT D'OR INC. is the sole owner of all intellectual property rights in the display elements, interfaces, trademarks registered or not, represented on Club Patience's website and its licensors and suppliers own all intellectual property rights on software and application services implemented on the site.
- 2.2 The Member is prohibited to modify, reproduce, transmit or publish any information, logo, text, image, software or any other content owned by FRUIT D'OR INC. and obtained from Club Patience's website or to create any derivative works of the foregoing elements.

3. Registration

- 3.1 The Member must provide appropriate and complete information as requested in the registration form and must update this information promptly with FRUIT D'OR INC. so as to be at all times accurate and comprehensive.

3.2 FRUIT D'OR INC. may, in its sole discretion, terminate at any time the subscription of the Member or restrict Member's access to its website if it suspects or finds misuse of the services of the website or for any other reason that FRUIT D'OR INC., as operator of the website, deems appropriate. IN SUCH A CASE, FRUIT D'OR INC. WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO THE MEMBER OR TO ANY THIRD PARTY IF FRUIT D'OR INC. DECIDED TO REVOKE THE SUBSCRIPTION OR RESTRICT MEMBER'S ACCESS TO CLUB PATIENCE'S WEBSITE.

4. Member's responsibilities

4.1 Member agrees to abide by all regulations issued by FRUIT D'OR INC. and to comply without delay to any information request or instructions issued by FRUIT D'OR INC.

4.2 The Member is responsible for maintaining an Internet access with an appropriate access provider and for the good working order of its email.

4.3 FRUIT D'OR INC. SHALL NOT BE LIABLE FOR THE UNAVAILABILITY OF THE MEMBER'S INTERNET ACCESS OR EMAIL ARISING FROM TECHNICAL PROBLEMS OR FROM A DISPUTE BETWEEN THE MEMBER AND ITS ACCESS PROVIDER.

5. Rules of conduct

5.1 The Member agrees not to use the services of Club Patience's website for illegal purposes such as:

- knowingly transmitting a virus or other destructive elements;
- mass mailing of unsolicited email (SPAM);
- attempt to breach the security systems implemented on the website or make the website unusable;
- access the accounts of other clients of Club Patience's website or collect personal information on them;
- transmit messages containing illegal content, defamatory, offensive, obscene, harassing or hateful.

5.2 FRUIT D'OR INC. does not undertake to verify the content of messages and information transmitted by the Members. Besides its right to terminate this agreement, FRUIT D'OR INC. reserves the right to remove from its website any message whose content is deemed inappropriate or that violates these Terms of Use Agreement or to generally accepted rules of etiquette.

5.3 FRUIT D'OR INC. reserves the right to disclose any information it deems necessary in good faith i) to comply with any requirement of law or legal process, ii) enforce this Terms of Use Agreement, or iii) to protect the rights of its other Members.

5.4 The Member agrees to indemnify and hold harmless, FRUIT D'OR INC., its officers, directors, employees and agents free from any claim or demand, damages and expenses (including legal fees reasonably incurred) made by a third party arising or resulting directly or indirectly from Member's negligence or error in the handling of the services of Club Patience's website.

6. Safety of information

- 6.1 FRUIT D'OR INC. takes reasonable technical means to ensure a safe environment and protecting the privacy of its members such as: secure portal, firewall, use of antivirus, access management and intrusion detection.
- 6.2 HOWEVER, GIVEN THE PUBLIC NATURE OF THE INTERNET NETWORK, THE MEMBER ACKNOWLEDGES AND AGREES THAT THE SECURITY OF COMMUNICATIONS THROUGH THE INTERNET CANNOT BE GUARANTEED. THEREFORE, FRUIT D'OR INC. CANNOT GUARANTEE NOR SHALL BEAR ANY LIABILITY FOR ANY BREACH OF CONFIDENTIALITY, HACKING, VIRUSES, LOSS OR ALTERATION OF MEMBER'S DATA SUBMITTED VIA INTERNET.

7. Confidentiality of information

- 7.1 FRUIT D'OR INC. is concerned to ensure the protection of the personal information of its Members- users of its website's services and in respect of their privacy. FRUIT D'OR INC. policy on the nature of information collected when using the site, the reasons motivating the collection of information and the use made of this information is available on a separate web page entitled "[Privacy policy and protection of personal information.](#)"
- 7.2 Club Patience's website is operated and hosted on the servers of FRUIT D'OR INC., Québec, Canada. IF YOU ARE A VISITOR FROM ABROAD AND YOU PROVIDE PERSONAL INFORMATION ABOUT YOU, YOU AGREE THAT YOUR PERSONAL INFORMATION BE TRANSFERRED AND HOSTED IN THE PROVINCE OF QUEBEC AND PROTECTED BY THE APPLICABLE LAWS OF THIS PROVINCE.
- 7.3 YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS TERMS OF USE AGREEMENT AND YOUR SUBSEQUENT USE OF THIS WEBSITE INCLUDE YOUR ACCEPTANCE OF THE TERMS SET FORTH IN THE "[Privacy policy and protection of personal information](#)" GOVERNING THE USE OF CLUB PATIENCE'S WEBSITE.

8. Discontinuance of Services

- 8.1 FRUIT D'OR INC. reserves its right to modify or discontinue in whole or in part, temporarily or permanently any service offered on the Club Patience's website at any time in its sole discretion, upon prior written notice to the Member displayed on its website. At the end of this period, FRUIT D'OR INC. reserves its right to delete from its equipments and computer servers, any information or files related to the Member's account.
- 8.2 FRUIT D'OR INC. SHALL NOT BE LIABLE TOWARDS USER OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE RESULTING FROM THE EXERCISE OF ITS RIGHT TO MODIFY OR DISCONTINUE ANY SERVICES OF ITS WEBSITE.

9. Warranty Disclaimer

- 9.1 THE MEMBER EXPRESSLY AGREES THAT ANY USE OF THE ONLINE SERVICES OF THE WEBSITE IS AT ITS OWN RISK. ALL ONLINE SERVICES OF THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE." FRUIT D'OR INC. MAKES NO CONVENTIONAL OR LEGAL WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ON THE CONTENT OR THE SERVICES PROVIDED ON THIS WEBSITE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 9.2 FRUIT D'OR INC. MAKES NO REPRESENTATION NOR WARRANTY TO THE MEMBER I) THAT THE ONLINE SERVICES OR THE PERFORMANCE OF THIS WEBSITE WILL MEET ITS REQUIREMENTS II) THAT THE SERVICES OF THE WEBSITE WILL BE UNINTERRUPTED, AVAILABLE, SECURE OR FREE FROM ERROR III) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ONLINE SERVICES WILL BE ADEQUATE OR RELIABLE IV) AND THAT ANY PROGRAMMING ERRORS WILL BE CORRECTED.
- 9.3 FRUIT D'OR INC. DO NOT WARRANT NOR SHALL BEAR ANY LIABILITY ARISING FROM ANY BREACH OF CONFIDENTIALITY, LOSS OR DATA ALTERATION TRANSMITTED ON A PUBLIC NETWORK AS INTERNET OR THAT FRUIT D'OR INC. SYSTEMS ARE FREE OF VIRUSES OR ANY OTHER HARMFUL COMPONENTS.
- 9.4 NO OPINION, ADVICE OR REPRESENTATION WHETHER VERBAL OR IN WRITING THAT USER MAY RECEIVE FROM FRUIT D'OR INC. OR ITS EMPLOYEES WILL CONSTITUTE AN ADDITIONAL WARRANTY TO THE TERMS AND CONDITIONS OF THIS TERMS OF USE AGREEMENT.

10. Liability Disclaimer

- 10.1 FRUIT D'OR INC., ITS ADMINISTRATOR, OFFICERS AND EMPLOYEES SHALL NOT BE HELD RESPONSIBLE WHETHER BY CONTRACT OR IN TORT TOWARDS THE MEMBER OR ANY OTHER THIRD PARTY FOR ANY INDIRECT DAMAGE, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATIONS, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, LOSS OF DATA AND OTHER INTANGIBLE ASSETS, EXPENSES FOR THE RETRIEVAL AND REPLACEMENT GOODS AND SERVICES AND EVEN IF FRUIT D'OR INC. HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES RESULTING FROM I) INACCURACY OF INFORMATION AND ELEMENTS MENTIONED ON FRUIT D'OR INC.'S WEBSITE II) ANY DELAY RELATED TO THE USE OF THE ONLINE SERVICES OR FRUIT D'OR INC. 'S WEBSITE OR THE IMPOSSIBILITY TO USE THEM III) AN INVALID DESTINATION, MESSAGE OF ERROR, TRANSMISSION ERRORS OR UNAUTHORIZED ACCESS, LOSS OR ALTERATION OF DATA IV) DEFAMATORY OR OFFENDING DECLARATION OR CONDUCT OF ANY THIRD PARTY IN THE CONTEXT OF ITS USE OF THE ONLINE SERVICES, V) ANY DELAY INCURRED OR FAILURE TO RECEIVE FROM ANY THIRD PARTY THE PRODUCTS OR SERVICES ORDERED OR TRANSACTED VIA FRUIT D'OR INC. 'S WEBSITE.

11. Governing Law and Jurisdiction

- 11.1 This agreement shall be governed and interpreted under the laws of the Province of Quebec and the laws of Canada applicable therein as appropriate. The parties irrevocably assign to the competent Court of the Province of Quebec (Canada) in the judicial district of Quebec, the jurisdiction to decide any dispute arising out of this Agreement, to the exclusion of all other courts.

12. Enforceability

- 12.1 Any declaration of a court to the effect that any provision hereof is invalid or unenforceable shall not affect the validity or enforceability of any remaining provisions hereof.

14. No Waiver

- 14.1 If a party fails to avail himself of any of its rights under the present, this does not constitute a waiver or a modification of the rights available to it hereunder, each party may within the time

prescribed by law, institute procedures to invoke its rights. A delay in doing so does not constitute a defense which is enforceable.

15. Force majeure

15.1 None of the parties hereto shall be deemed in default in the performance of its obligations hereunder if such performance is delayed, detained or prevented because of force majeure. Force majeure is any cause beyond the control of the parties hereto and against which they could not protect themselves. Force majeure includes, without limitation, any fortuitous and natural disasters, strikes, work stoppages, lockouts, fire, riot, failure of communication networks including Internet, power failure, embargo, order, war, terrorism, inability to obtain raw materials, regulation or government controls or other similar event.

15.2 In the event of a delay caused by force majeure and that the obligations may still reasonably be resumed, performance date shall be appropriately adjusted between the parties.

16. Enforceability of the online version

16.1 The Member acknowledges that this Terms of Use Agreement has the same effect and same value as if it were signed by you. A printed version of this Terms of Use Agreement or any notice sent by electronic mail will be admissible in litigation as any other business document of the enterprise or register generally kept in paper format.

17. Entire Agreement

17.1 This Terms of Use Agreement for the services of Club Patience's website and its subsequent amendments constitute the entire user agreement between the parties and supersede any other verbal or written representations or preliminary contract that may have preceded the present Terms of Use Agreement.

I agree

I decline