

## **Conditions of use**

### **PRELIMINARY REMARKS**

CRIBIQ operates the Website [cribiq.qc.ca](http://cribiq.qc.ca) (hereinafter called “the Website”). The present document constitutes a legally binding agreement between the user of the Website and CRIBIQ.

PLEASE READ CAREFULLY THE FOLLOWING CONDITIONS OF USE BEFORE BEGINNING ANY ACTIVITY on the Website.

By accessing and using the Website, you agree to be bound with the terms and conditions of the present agreement, for as long as you are connected to the Website. You acknowledge that you have read and understood these terms and conditions. If you do not accept to be bound by these terms and conditions of use, you may neither use the Website nor order products through the Website.

The terms and conditions of the present agreement may be changed without notice and such changes will be in effect automatically.

### **Location at which the Website is operated**

#### **CRIBIQ**

2875, boulevard Laurier, D3-620  
Québec, Qc, G1V 2M2

Ph.: 418 914-1608 #204

The CRIBIQ makes no representation to the effect that the elements of the Website are authorized for use outside of Canada. Gaining access to the Website from territories in which legislation defines the contents or use of the Website as illegal is prohibited. Individuals who choose to use the Website do so at their own initiative and are responsible for compliance with all applicable local laws. Any grievance being made with respect to the Website or its content, or with respect to the use of the Website, will be subject to the laws in effect in the territory of the province of Québec.

### **Restrictions regarding use**

Unless otherwise specified in a section of the Website, no element of the Website may be copied, reproduced, distributed, published, translated, downloaded, displayed or transmitted in any manner without prior express permission in writing from CRIBIQ or the holder of authorship rights. Website content may be displayed or downloaded solely for non-commercial purposes and provided that no element is modified and that all notices

of intellectual property therein are conserved. Any unauthorized use of said content is punishable through civil lawsuit and/or as a criminal offense.

## **Trademarks**

Trademarks and logos used or displayed on the Website are registered or otherwise claimed either by CRIBIQ or by third parties. Nothing on the Website is to be interpreted as authorization, either direct or indirect, to use a trademark reproduced thereon without the prior express written permission of the owner of said trademark.

## **Limitation of liability**

CRIBIQ shall not be held liable for damage or liabilities, including direct, indirect, compensatory or any other damage or liability of any type that may have resulted to the user or to any person or legal entity due to any technical or technological device at the Website or due to any human or technical error that may have occurred at any stage, for technical problems or defects in the electronic or communications network, online operating systems of computers or servers, computer equipment, software, or data transmission, or for congestion of the Internet site, or for any other technical problem.

You are advised to read carefully the limitation on liability contained in the present terms and conditions of use agreement in order to be apprised of the extent of your responsibilities with respect to the use of the Website.

## **Applicable law**

The present agreement covering the conditions of service shall be interpreted according to the laws applicable in the province of Québec. By accepting the terms of this contract, you acknowledge that any grievance arising from or associated with the use of the services and Website provided by CRIBIQ shall be settled before the courts of the district of Québec City, Province of Québec.

## **Limitation of liability**

The Website [cribiq.qc.ca](http://cribiq.qc.ca) and its contents are provided as such, without any explicit or implicit guarantee. Subject to public legislation to the contrary, CRIBIQ declines all responsibility and provides no guarantee, notably any guarantees of the market quality or of the suitability of a particular use of the Website or its contents. In addition, CRIBIQ makes no representation with regard to the use, the downloading, the validity, the exactness or the reliability of the content found at [cribiq.qc.ca](http://cribiq.qc.ca) or regarding the use of the results obtained from the use of said content. While CRIBIQ exercises every precaution possible in order to ensure that the Website does not contain errors, CRIBIQ declines all responsibility with regard to any error that might be found at [cribiq.qc.ca](http://cribiq.qc.ca). Its associated businesses, its directors, employees, representatives or agents shall not in any case be

held liable for any damages associated directly or indirectly with the use of the Website, notably the loss of data or profits, as a result of using content found at [cribiq.qc.ca](http://cribiq.qc.ca) or of the inability to use said content.

In the case that [cribiq.qc.ca](http://cribiq.qc.ca) is found liable with regard to a user, this liability shall be limited to a sum equivalent to the price that the user paid for the services being refunded. The above admission notwithstanding, nothing in the present clause limits the rights that the user might have as a consumer by virtue of any public legislation that may have been applicable in that case at the time of purchase.

### **Act of God**

CRIBIQ shall not be held responsible for its failure to uphold, in whole or in part, any obligation that it has undertaken with regard to the user of the Website, or for damages or losses that the user might incur as a result, if said failure is due to an act of God or to circumstances beyond its control.

### **Confidentiality and security**

CRIBIQ undertakes to ensure the protection of the Website information transmitted via the Internet network and of your privacy and therefore controls assiduously the manner in which personal data are used and communicated. The present Declaration of confidentiality states the policy of protection of CRIBIQ personal data. In using the CRIBIQ Website, you accept to comply with the practices described in the present Declaration of confidentiality and security.

### **Client information gathered by CRIBIQ**

For the purposes of product purchasing or registration for events, CRIBIQ requires that you indicate your name, address, e-mail address and, if you accept, certain other information.

The information that CRIBIQ thus obtains is used to personalize and improve over time the services that you receive when you visit the Website [cribiq.qc.ca](http://cribiq.qc.ca). This information is of the following type:

- Information that you provide voluntarily: We receive and conserve all information that you enter while visiting the Website or that you provide to us through other means. You may choose not to provide certain information, but this may prevent you from benefitting from some of our services.
- Information gathered automatically: We receive and store certain information each time you communicate with us. For example, as is the case at many Websites, we use "cookies", which enable us to obtain certain information whenever your navigator gains access to [cribiq.qc.ca](http://cribiq.qc.ca).

## **Disclosure of information gathered**

CRIBIQ does not disclose to third parties outside of the Website any of your personal information without your prior consent. The information gathered is visible to and used by only the virtual boutique cribiq.qc.ca.

The information allows CRIBIQ to open an account in your name, to process your order, to contact you, to personalize its relationship with you, and if you authorize it, to send to you from time to time information about the Website and its products on a personalized basis. CRIBIQ wishes to make it clear that its partners do not have at any time access to confidential information about you. In addition, CRIBIQ does not sell or otherwise exchange its lists of users. You may choose at any time not to receive any longer the information about CRIBIQ, its products and services, simply by making your choice known to one of our employees.

Only duly authorized CRIBIQ employees and representatives may have access to your customer file, and this strictly in the exercise of their functions.

## **Protection of personal information – security of transactions**

CRIBIQ has implemented state-of-the-art security measures in order to protect you against unauthorized use of personal information that you have provided to CRIBIQ and is therefore under its control, especially credit card information. Any sensitive information transmitted by the user by means of our Internet site is protected. Payments by credit card are made using Monéris, a service well recognized for its reliability in the realm of transactions on the Internet. Transactions carried out between you and Monéris are encrypted (SSL). Banking information that you provide, encrypted on your own computer, will never circulate in readable form in the Internet. No credit card number is stored at our Website or in our data banks.

The servers of cribiq.qc.ca use the latest "Secure Socket Layers" information transmission technology (128-bit SSL encryptions), thus making transmission highly secure, since Canadian charter banks also use this technology. All of your personal information is SSL-encrypted the instant you enter it, making impossible its reading during their transfer via the Internet. No information associated with your order, including your name, address and credit card number, circulates openly on the Internet.

This security service is ensured through Trustwave, specialists in "trust services" on the Internet.

In addition, the cribiq.qc.ca servers are protected by firewall-type technology. CRIBIQ is committed to using only state-of-the-art equipment in order to make all of your transactions on the Website secure. However, no security measures are perfect, and you must therefore be advised that there is always some level of risk that personal information

that you provide to cribiq.qc.ca will be disclosed without your consent and without fault on the part of CRIBIQ. CRIBIQ declines all responsibility with regard to the fact that such confidential information could be disclosed, except in the case of negligence by CRIBIQ. It is to be noted that for your security, no credit card information is stored on the servers that cribiq.qc.ca uses. If you are particularly concerned about the use of your credit card on the Internet network, CRIBIQ invites you to place your order by telephone and to speak to one of our employees.

CRIBIQ maintains the right to modify any time the present policy. CRIBIQ also maintains the right to transmit your personal information insofar as the law obliges it to do so or in order to protect its Website property rights or those of its users, sponsors, advertisers or suppliers.

### **Use of cookies**

A web "cookie" is a very small text file that is printed on your hard drive following contact with certain Web pages of the Website. These files are harmless in the sense that they cannot extract information from your hard drive, over which you have total control. CRIBIQ uses cookies to determine the traffic on the Website, to transmit information that is very helpful for the administration of the Website, and to personalize future use that you make of the Website. This technology does not put your personal information systematically at the disposal of CRIBIQ.

### **Network security and effectiveness**

CRIBIQ does not guarantee either total effectiveness or total security of its website. A hacker could succeed in breaking into the server. It is therefore important to keep in mind, BEFORE USING YOUR IDENTITY TO NAVIGATE OR TO COMPLETE TRANSACTIONS on cribiq.qc.ca, that it is possible for an ill-intentioned individual to gain access to the server and to use for his purposes personal information left by users. IN NO CASE shall CRIBIQ or any of its administrators be held responsible for acts of computer hacking or be blamed for any damage or loss thus resulting to a CRIBIQ member. The Website may experience occasional failure to function, and programming errors may occur as a result of updating or of events beyond the control of the administrators. When you make an online purchase, you will be able to verify that you are transacting in a secured mode by ensuring that the URL (Web address) begins with https :// rather than http :// The icon representing a padlock on your navigation window confirms that you are transacting in the secured mode.

### **Conditions of sale**

Last update: September 23, 2011

The purchase of products through the website [www.cribiq.qc](http://www.cribiq.qc) (“the Website”) is subject to your compliance with the terms and conditions specified below, which constitute a sales agreement (“the agreement” or “conditions of sale”) between you (hereinafter “you” or “the User”) and CRIBIQ. CRIBIQ may modify these terms and conditions at any time without prior notification.

Unless otherwise stated in the present Conditions of Sale, the other terms stated in the Terms and Conditions of use of the Website and the Confidentiality Policy shall continue to define the rights and obligations of the User and of CRIBIQ. You declare that you have read these other policies and that you accept their terms and conditions.

PLEASE READ CAREFULLY THE CONDITIONS OF SALE BELOW BEFORE USING THE WEBSITE OR PURCHASING PRODUCTS THROUGH THE WEBSITE.

## **1. The purpose of the agreement**

The user of the Website may select and purchase products offered thereon for sale by CRIBIQ by placing an order in compliance with the present agreement. An order placed by the User is not binding for CRIBIQ until it has been accepted. No transaction carried out by the User for the purchase of a product via the Website is final until accepted by CRIBIQ. When the sale is completed following its acceptance by CRIBIQ, the two parties have thereby confirmed their entry into the sales agreement.

## **2. Consent to the terms of the Agreement**

By conducting a purchase at the Website, you declare that you understand and accept the terms and conditions of sale stated herein and that you accept their legally binding nature. You declare that you meet the legal age requirement for valid consent and entry into the present agreement. Children or minors are strictly prohibited from conducting purchases or transactions through the Website.

## **3. Product descriptions and availability**

CRIBIQ provides no guarantee regarding the description and/or illustrations of the products that it sells or advertises on the Website. Said descriptions and/or illustrations are provided only for identification purposes. The User recognizes and accepts that the description of products on the Website may differ slightly from the products actually offered to the User. PRODUCT INFORMATION AS WELL AS PRODUCT PRICING AND AVAILABILITY INFORMATION APPEARING ON THE WEBSITE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTIFICATION, AND THIS WITHOUT ENGAGING THE RESPONSIBILITY OF CRIBIQ. If the purchased product is not available for delivery to the customer, CRIBIQ will communicate by e-mail to alert the User regarding the unavailability, and may at this point exercise its right to cancel the purchase and refund to the User the price paid, and this shall not engage any responsibility of CRIBIQ.

## **4. Ordering**

Having entered the product ordering information into the appropriate section of the Website, the User will then be required to place the order. Before finalizing the placement of an order and clicking on the “confirm transaction” icon, the User will be responsible for ensuring the exactness of the product description, the price and all billing information, and at this point must correct any error or imprecision. If such correction is not possible, the User must notify CRIBIQ promptly by writing in accordance with the terms herein. Once the order has been finalized, the User will receive an e-mail confirming the purchase. The User shall be responsible for printing a copy of this e-mail in order to verify the information confirming the purchase and summarizing the terms and condition of the sales agreement, if applicable. At this point, the User has a period of thirty (30) days within which to correct the billing, to the extent that he or she is able to demonstrate that the billing contains erroneous or imprecise information. Upon expiration of this period, the billing details will be considered exact.

## **5. Price**

The amount payable for each product that you order at the Website is the price that appears on the Website. All prices are in Canadian dollars.

CRIBIQ undertakes to maintain a policy of providing and updating its product and pricing information with as much accuracy as possible. It remains nevertheless possible that a price displayed on the Website will be erroneous. In the case of a material error on the price displayed, CRIBIQ will cancel the order of the User and see to the correction of the price. The User will be reimbursed for the cancelled purchase if and when the User’s credit card has been debited for the transaction.

CRIBIQ maintains the right to modify at any time and without prior notification the price of products offered on the Website.

## **6. Taxes**

The User must pay all federal and provincial sales taxes applicable to the purchase.

## **7. Payment**

The payment of the price and any other sum payable by the User for the purchase of products will be made solely by Visa MC or MasterCard MC credit card according to the choice of the User, who must enter the card number, the expiry date and the name of the card holder, unless CRIBIQ has accepted some predetermined method of payment.

The Website uses the secured transaction system Monéris MC, which ensures the security of financial information and personal information transmitted by the User at the moment of an online purchase or transaction.

## **8. Terms of cancellation**

The User who wishes to cancel his or her purchase may do so by communicating directly with CRIBIQ at (418) 657-3853 extension 218 or by e-mail at [cribiq@cribiq.qc.ca](mailto:cribiq@cribiq.qc.ca). The User may cancel his or her order for registration in a CRIBIQ activity any time up to seven (7) days before said activity. When an order is cancelled, the credit card used for the transaction will be credited with an amount equal to 95 % of the purchase price.

## **9. Representations by the User**

The User recognizes and acknowledges that he understands and accepts the terms and conditions underlying a purchase made through the Website according to the terms of the present Agreement. The User understands that he may not in any case assign his rights or obligations with respect to the Conditions of sale herein. In addition, the User declares that personal information transmitted to CRIBIQ for billing purposes is exact. The User certifies that he is the authorized holder of the credit card with which he is paying the product price and any other payable sum for the purchase. Finally, the User certifies that he is not a child or a minor less than thirteen (13) years old.

## **10. Representations by CRIBIQ**

CRIBIQ is a business entity duly constituted in accordance with Part 1-A of Quebec legislation on corporate entities. Its head office is located at 2875 boulevard Laurier, D3-620, Québec (Québec) Canada, G1V 2M2.

CRIBIQ undertakes to provide with diligence and professionalism all of the services involved in making purchases through the Website, but cannot in any case provide any guarantee to the User that the functioning of the Website will be uninterrupted and error-free.

The CRIBIQ declares that the information contained in the Website is as exact as possible to the best of its knowledge, but makes no representation to the effect that said information is complete, exact and error-free. CRIBIQ undertakes to carry out such updates as may be reasonably deemed necessary as often as possible within a reasonable delay. Furthermore, CRIBIQ shall not be held responsible for any detriment or damage, whether direct or indirect, that may result to the User following modification of information contained in the Website.

CRIBIQ undertakes to communicate with and alert the User by e-mail or telephone without delay in the event that it has come to its attention that a problem has occurred with a purchase or a transaction carried out through the Website.

## **11. Void on guarantees and limitation of responsibility**

Cribiq shall not be held responsible in any case for indirect damage, regardless of the cause, (including loss of profits or savings, loss of benefit or unavailability of installations such as computer resources, routers or stored data), economic loss or exemplary damages and interest resulting from products sold by cribiq or otherwise associated with the agreement herein or with operations conducted on or from the website, even if cribiq or one of its legitimate sub-contractors, agents or employees has been apprised of the possibility of such damages, interest or claims. The total liability of cribiq for damages occurring for any reason (including failure to fulfill a contract, negligence or serious negligence) shall never exceed the sum that you payed for products ordered according to the terms of the present agreement and that are the subject of the claim. Cribiq shall not be held responsible in any case for damage or losses due to viruses, corruption of data, errors or problems of data transfer, to telecommunications service providers, to cribiq sub-contractors, or to third-party service providers, or for damage or losses caused by you or your agents or by events beyond the control of cribiq.

Notwithstanding the preceding paragraph, nothing in the present clause shall limit rights such as you may have as a consumer by virtue of public legislation that may be applicable in your case.

For the purposes of the present clause, "CRIBIQ" includes its administrators, directors, employees and agents.

The present clause remains in effect even if the present agreement is annulled or terminated for any reason.

## **12. General provisions**

The Conditions of Sale are subject to the following general provisions:

### **12.1 Applicable law**

The Conditions of sale herein, as well as their interpretation, execution, validity and effect are subject to Québec provincial law as well as applicable federal law, as the case may be.

### **12.2 Divisibility**

If any of the provisions of the Conditions of Sale herein is found invalid or non-written, it shall be withdrawn from the Conditions of Sale without affecting the validity of the document as a whole.

### **12.3 Arbitration**

Any conflict, disagreement or litigation regarding the validity, interpretation, applicability or execution of any clause or provision of the Conditions of Sale herein shall be submitted for final decision to a single arbitrator (who shall alone constitute the "arbitration

tribunal”) in the following manner: One party may request, by registered letter addressed to the other parties, that the litigious question, which shall be described in the letter, be submitted for arbitration by single arbitrator agreed upon by all parties concerned. If the parties are unable to agree on the choice of a single arbitrator within 15 days of sending the letter, a judge presiding in the applicable court in the judicial district of Québec City shall appoint an arbitrator. The decision rendered by the arbitrator shall be final, without appeal, and binding for all parties concerned for all purposes and shall be rendered as soon as possible. The fees and expenses of the arbitration tribunal shall be shared equally among the parties at the arbitration, unless the tribunal decides that it would be more fair and reasonable to do otherwise, which it may decide entirely at its discretion. The arbitration is subject to the dispositions of the Québec Civil Code and the Code of civil procedure of province of Québec, insofar as said dispositions are not incompatible with the above conditions. Some laws do not allow obligatory submission of the settling of a grievance to arbitration, and the present disposition might not be applicable to your case.

#### **12.4 Injunctions and special recourse**

Notwithstanding the preceding clause concerning arbitration, CRIBIQ maintains the right to request and obtain injunctions or provisional or temporary measures from the appropriate court in order to protect its trademarks, intellectual property rights or confidential information, or to maintain the status quo while awaiting the outcome of arbitration.

#### **12.5 Notification and Communication**

Notices of which issue may be required or allowed in accordance with the Conditions of Sale herein must be in writing and shall be considered properly delivered if sent by e-mail or by registered letter to the following address:

**CRIBIQ**

2875, boulevard Laurier, D1-1320

Québec (Québec)

Canada

G1V 2M2

Ph.: 418 914-1608 #204

E-mail: [cribiq@cribiq.qc.ca](mailto:cribiq@cribiq.qc.ca)

#### **12.6 Territory of reference**

CRIBIQ operates its Website in Québec City, Québec, Canada.