

## **Terms of Use – Groupe Abbatiello inc.**

These terms of use (the “Terms”) govern and regulate your use of our websites (the “Websites”), our mobile applications (the “Applications”), as well as any digital service offered or made accessible through the Websites or the Applications, including the online ordering platform and any related functionality (collectively with the Websites and the Applications, the “Services”).

The Services are owned and operated by Groupe Abbatiello inc., as well as by its related entities operating exclusively in the food industry (hereinafter the “Company”).

Please read these Terms carefully.

### **1. Scope of the Terms**

These Terms constitute a legally binding agreement between you and the Company.

By accessing or using the Services, you acknowledge that you have read and understood these Terms and agree to be fully bound by them. You also represent that you have reached the age of majority under applicable laws to enter into this agreement with the Company.

If you do not agree to these Terms or do not meet the required age, you must not use the Services.

### **2. Intellectual Property**

All rights, title, and interest in and to the Services and their content, including but not limited to text, photographs, illustrations, graphics, icons, interfaces, videos, sounds (regardless of format), information, databases, and software, are exclusively owned by the Company. All trademarks, logos, trade names, and other designations are the exclusive property of the Company.

You are strictly prohibited from harming or damaging, in any manner whatsoever, directly or indirectly, the image, goodwill, or reputation of the Company.

You are also prohibited from adopting, using, registering, or attempting to register any trademark, logo, trade name, or other designation that is identical, similar, or likely to cause confusion with the Company’s trademarks, without the Company’s prior written authorization.

### **3. Permitted Uses**

You may access and use the Services solely for personal, lawful purposes and in accordance with what is expressly provided for in these Terms.

#### **4. Prohibited Uses**

Any use that does not comply with or that is contrary to the permitted uses described above, including any commercial, illegal, or fraudulent use, is strictly prohibited.

Without limiting the foregoing, you are strictly prohibited from:

- copying, reproducing, modifying, translating, adapting, or republishing, in whole or in part, the content of the Services;
- using the Services in a manner contrary to these Terms or to any applicable law, rule, directive, regulation, agreement, or contractual obligation;
- selling, renting, reproducing, lending, publishing, sublicensing, assigning, distributing, transmitting, duplicating, or publicly displaying the Services or any part thereof to third parties;
- using the Services to transmit or introduce viruses, worms, Trojan horses, malware, defects, or any other harmful or destructive element;
- accessing, attempting to access, collecting, retaining, storing, or exploiting data or personal information of other users that is not initially accessible to all users through the Services, without their explicit consent;
- disclosing, sharing, or transmitting your password or any other information enabling access to the Services to third parties;
- soliciting login credentials or passwords from other users or impersonating other users within the Services;
- creating, compiling, reproducing, or exploiting databases derived from the Services or their content;
- exploring, using robots, “spiders,” or any other automated process to scrape, compile, or store information obtained from the Services or their content;
- altering, interfering with, impairing, reducing, or disrupting access to or functionality of the Services in any manner whatsoever.

#### **5. Disclaimer of Warranties**

THE SERVICES, THEIR CONTENT, AND THEIR FUNCTIONALITIES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

WE DO NOT WARRANT THE ACCURACY, COMPLETENESS, OR INTEGRITY OF THE SERVICES OR THEIR CONTENT, INCLUDING THE INFORMATION CONTAINED THEREIN, NOR THEIR PROPER OPERATION.

WE ALSO DO NOT WARRANT THAT PRODUCT DESCRIPTIONS OR ANY OTHER INFORMATION ARE COMPLETE, ACCURATE, RELIABLE, OR ERROR-FREE.

WE SHALL NOT BE HELD LIABLE FOR ANY DAMAGE OF ANY KIND RESULTING FROM THE USE OF THE SERVICES, AND WE ARE NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS PUBLISHED on or related to the Services.

WE ALSO DISCLAIM ANY WARRANTY AND ASSUME NO RESPONSIBILITY FOR ANY CONTENT GENERATED AND FOR ANY DECISION MADE BY YOU IN CONNECTION WITH THE USE OF THE SERVICES.

## **6. Limitation of Liability**

TO THE EXTENT PERMITTED BY LAW, THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGE OR LOSS, WHETHER DIRECT OR INDIRECT, ARISING FROM THE SERVICES, THEIR CONTENT, OR THEIR FUNCTIONALITIES.

YOUR SOLE REMEDY UNDER THIS SECTION IS TO IMMEDIATELY CEASE USING THE SERVICES.

## **7. Hyperlinks**

You are authorized to create hyperlinks to one of our Services, provided that such links are created in a lawful and fair manner and in compliance with these Terms, without deriving any undue advantage.

You are strictly prohibited from creating a link that suggests, directly or indirectly, the existence of an association or partnership between you and the Company.

## **8. Links to Third-Party Websites**

The Services may include hyperlinks or references to third-party websites. These Terms do not apply to such third-party websites, which are governed by their own terms of use.

## **9. Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its directors, officers, employees, agents, and other representatives from and against any loss, claim, demand, damage, liability, fine, penalty, cost, action, or cause of action brought by a third party, arising directly or indirectly from your access to or use of the Services, or from any breach by you of these Terms.

## **10. General Provisions**

These Terms, together with the Company's Privacy Policy, constitute the entire agreement between you and the Company regarding the Services and supersede any prior oral or written agreement between you and the Company.

If any provision of these Terms is deemed invalid, unenforceable, or inapplicable, the remaining provisions shall remain in full force and effect.

The failure by the Company to exercise any right or provision shall not constitute a waiver of such right or provision. Any waiver must be in writing and signed by a duly authorized representative of the Company. The exercise of any remedy by the Company under these Terms shall be without prejudice to any other remedies available to it.

You may not assign, license, or transfer your rights or obligations under these Terms.

Notices to the Company must be sent to the email address provided in Section 13 of these Terms.

## **11. Governing Law and Jurisdiction**

These Terms are governed by and interpreted in accordance with the laws of the Province of Québec and the applicable laws of Canada. Any dispute relating to these Terms shall be submitted exclusively to the competent courts of the judicial district of Québec, Province of Québec. You waive any objection based on the inconvenience or inappropriateness of such forum.

## **12. Amendments**

The Company may modify these Terms at any time, in whole or in part, at its sole discretion. Any modifications will take effect upon publication and will apply to the Services from that moment onward.

## **13. Contact Us**

For any questions or information, you may contact the Company by email at the following address: [privacy@groupeabbatiello.com](mailto:privacy@groupeabbatiello.com).

