

## **UTrakk Community Terms of Use ("Community Terms of Use")**

These Community Terms of Use apply to the use of the online community of the users of the UTrakk\_DMeS Application (the "**UTrakk Community**") operated by Proaction Groupe conseil Inc. and its affiliated entities ("**Proaction**", "**us**") through its service provider, inSided Inc. By accessing the UTrakk Community, you agree to be bound by these Community Terms of Use. These Community Terms of Use apply in addition to the general Terms of Use of the UTrakk\_DMeS application.

IF YOU DO NOT WISH TO BE BOUND BY THESE COMMUNITY TERMS OF USE, PLEASE STOP USING THE COMMUNITY IMMEDIATELY.

Capitalized terms in these Community Terms of Use that are not expressly defined herein have the meaning attributed to them in the Corporate Terms and Conditions, the Proaction Privacy Policy or the User Terms of Use, which are available on the UTrakk DMeS Website at [www.UTrakk.com](http://www.UTrakk.com).

### **Purpose of the UTrakk Community**

The UTrakk Community is meant to enable users to exchange information about their use of the UTrakk\_DMeS Application with the goal of improving users' experience and enabling users' questions to be answered more effectively. You agree not to use the UTrakk Community for any other purpose.

### **Acceptation of the UTrakk Community Rules**

If you access the UTrakk Community, you acknowledge that this online community is accessible to users who are external to your organization. **THEREFORE, IF YOU USE THE UTRAKK COMMUNITY, YOU HEREBY COVENANT TO THE PROACTION GROUP TO ABIDE BY THESE UTRAKK COMMUNITY TERMS AND CONDITIONS AND NOT TO DISCLOSE, SHARE, PUBLISH, SUBMIT OR MAKE AVAILABLE ANY CONFIDENTIAL INFORMATION OF YOUR ORGANIZATION ON THE UTRAKK COMMUNITY.**

### **Community Content and Licensing**

The UTrakk Community primarily contains user-generated content (the "**Community Content**"). You are responsible for any Community Content that you publish on the UTrakk Community. You warrant that you are authorized to share your Community Content with the public, anywhere in the world, that such Community Content does not infringe the rights of other persons or entities, including but not limited to intellectual property rights, that your Community Content does not include confidential information, and that your Community Content and its publication does not violate applicable laws and regulations.

When you share Community Content with the UTrakk Community, you hereby grant all Proaction Group entities a universal, royalty-free, non-exclusive, irrevocable and transferable license to reproduce, publish, commercially use, modify, adapt, translate, transform and communicate to the public, by telecommunication or otherwise, your Community Content. You irrevocably waive and agree to waive, in our favor and in favor of our successors and assigns, the exercise of any moral rights that you may have in respect of your Community Content.

The intellectual property rights to and in all content available through the UTrakk Community belong to Proaction Group entities or are provided to us under license. You are not authorized to copy, share or distribute this content other than through the sharing features available on the UTrakk Community. You may not sell, rent or commercially exploit this content.

### **Suggestions**

If you choose to communicate with us or with the UTrakk Community about improvements to the products and services that we offer (we will refer to these communications as "**Suggestions**") we will be entitled to use the Suggestions without

restriction. You hereby irrevocably grant us the right to use your Suggestions, waive all moral rights with respect to the Suggestions, and agree to cooperate reasonably with us in documenting and maintaining these rights. You represent that your Suggestions do not contain information that is confidential or proprietary to third parties. You acknowledge that (a) we have no obligation of confidentiality, express or implied, with respect to your Suggestions; (b) we are authorized to use or disclose (or choose not to use or disclose) your Suggestions for any purpose, in any manner, in any medium, anywhere in the world; and (c) you will not receive any compensation in connection with your Suggestions.

### **Moderation**

We may remove any Community Content that does not comply with these Community Terms of Use or that we deem inappropriate in our sole discretion. However, we do not systematically monitor the Community Content shared on the UTrakk Community and we assume no responsibility for the Community Content made available thereon. By using the UTrakk Community, you may be exposed to inappropriate or illegal content.

### **Prohibited use**

You agree not to:

- a) publish Community Content, directly or indirectly, through hyperlinks or otherwise, that is harmful, threatening, defamatory, libelous, slanderous, abusive, obscene, invasive of one's privacy, hateful, fraudulent, malicious or infringing on third-parties' intellectual property rights;
- b) impersonate another person or lead other users to believe that you are someone else or belonging to an organization other than your own;
- c) solicit confidential information from other users;
- d) advertise or publish promotional messages;
- e) Solicit passwords, or personal information from other users;
- f) disrupt the functionality of the UTrakk Community or any service, server or network involved in the operation of the UTrakk Community; nor
- g) use the UTrakk Community in any way which contravenes any applicable law or regulation.

### **Modification of these Community Terms of Use**

Proaction reserves the right, at its sole and exclusive discretion, to modify these Community Terms of Use at any time, without prior notice. In the event that a modification is made, the new Community Terms of Use will have to be accepted the next time you access the UTrakk Community.

Proaction may, at its sole discretion and without prior notice, suspend or cancel access to the UTrakk Community for some users in particular or for all users, cease to make available the UTrakk Community.

### **User Accounts**

The holder of a user account is fully responsible for any action taken on the UTrakk Community and any Community Content published on the UTrakk Community using such user account. Even if you use a pseudonym to hide your identity from other UTrakk Community users, your interactions and Community Content remain associated with your UTrakk\_DMeS user account and are accessible by your employer and by Proaction Group entities.

### **Privacy Policy**

You agree that personal information associated with your use of the UTrakk Community may be processed, disclosed and retained in accordance with the Proaction Privacy Policy.

### **No warranty**

YOUR USE OF THE UTRAKK COMMUNITY IS AT YOUR OWN RISK. THE COMMUNITY IS PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. PROACTION DISCLAIMS ALL IMPLIED WARRANTIES AND MAKES NO REPRESENTATIONS ABOUT THE AVAILABILITY OR THE ERROR-FREE OPERATION OF THE COMMUNITY.

### **Limitation of liability**

IN NO EVENT SHALL ANY ENTITY OF THE PROACTION GROUP BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA RESULTING FROM THE USE OR PERFORMANCE OF THE UTRAKK COMMUNITY, OR RELATED TO THE SAME, OR THE CONTENT AVAILABLE THROUGH THE UTRAKK COMMUNITY OR THE INABILITY TO USE THE UTRAKK COMMUNITY, WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANOTHER LEGAL THEORY, EVEN IF PROACTION HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF YOU ARE DISSATISFIED WITH THE COMMUNITY, OR WITH ANY OF THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING THE UTRAKK COMMUNITY.

### **Indemnification**

You agree to indemnify and hold harmless each Proaction Group entity, their respective affiliates, directors, officers, shareholders, employees, agents and licensors from and against any and all damages, claims, liabilities, losses, costs, expenses, claims, fines, penalties, fees and liabilities, including reasonable legal fees and expenses, resulting from, but not limited to :

- a) your use of the UTrakk Community of any other alleged breach by you of these Community Terms of Use;
- b) any content published or shared from your user account; and/or
- c) your violation of any law or the rights of a third party.

### **Applicable Laws Governing the UTrakk\_DMeS Application**

You accept and agree to comply with all laws and regulations applicable to these Community Terms of Use. Without limiting the generality of the foregoing, you accept and agree that these Community Terms of Use and your use of the UTrakk Community shall at all times be governed by, and construed in accordance with, the laws of the Province of Quebec and the laws of Canada applicable therein.

You agree that any dispute relating to these Community Terms of Use shall be submitted to a court of competent jurisdiction in the judicial district of Montreal, Province of Quebec, Canada, to the exclusion of any other jurisdiction.