

# UTRAKK\_DMES WEBSITE TERMS OF USE

(<https://utrakk.proactioninternational.com>)

(the "**Website**")

To visit and use the UTrakk DMeS Website, you must comply with these terms of use. This constitutes a contract between the visitor or user (whom we refer to as "**you**") and the operator of the Website, Proaction International Inc. (which we refer to as "**we**", "**us**", or "**Proaction**").

By browsing the Website, you agree to these terms of use. **If you do not wish to be bound by these terms of use you must immediately stop browsing or using the Website.**

## **Purpose of the Website**

The Website aims exclusively to inform visitors about the products and services related to the UTrakk\_DMeS application offered by Proaction and to publish information relating to Proaction's field of business. You may not use the content of the Website for any other purpose, without having first subscribed to the Terms of Use UTrakk\_DMeS (Users), which are available on our Website.

The characteristics associated with the services offered by Proaction, in particular the description, price and availability of the services, are provided for information purposes only and without any guarantee. **Nothing on the Website should be interpreted as a commitment by Proaction to provide services to anyone.**

## **Access to the Website**

Access to the Website by automated means (such as robots, spiders, crawlers) is not allowed, except by search engines that respect the rules established by the robots.txt file of the Website.

There is no guarantee that the Website will be accessible and functional, in whole or in part, at any time. We reserve the right to suspend access to the Website for the general public or for one or several specific visitors for any period of time, at our sole discretion.

## **Intellectual Property**

### Content of the Website

We own or are duly authorized by license to use all content available on the Website, including all text, images, drawings, videos, sounds and the source code of the Website (the "**Content**").

You may not copy, modify, publish or distribute the Content other than for your personal or business use of the Website in accordance with these terms of use, unless you have our written consent.

Any commercialization of the Content (including the Downloadable Content) is prohibited.

### Downloads and Sharing

Certain content available through the Website is available for download (e.g., whitepapers, guides, brochures) (the "**Downloadable Content**"). You are authorized to use and make copies of the Downloadable Content in a reasonable manner for your personal or business use and to distribute the Downloadable Content exclusively within your business.

You may not modify the Downloadable Content, create content derived from the Downloadable Content, or distribute or publish the Downloadable Content except by providing a hyperlink to the Website. Any reproduction (in whole or in part) of the Downloadable Content must indicate its source and include all attribution or copyright marks present on any element of the Downloadable Content.

You are authorized to share certain content available on the Website on social networking platforms (Facebook, Twitter, etc.), only by using the sharing features offered on the Website.

### Trademarks

The following trademarks and domain names:

- Proaction
- UTrakk, UTrakk\_DMeS
- [www.proactioninternational.com](http://www.proactioninternational.com)
- [www.utrakk.com](http://www.utrakk.com)
- <https://utrakk.proactioninternational.com>
- <http://www.sommetperformance.ca>
- <http://fondationproactioninternational.com>
- [www.groupeproaction.com](http://www.groupeproaction.com)

are our exclusive property or are used under license. Nothing in these terms of use grants you, explicitly or implicitly, any right in these trademarks or domain names.

### **Prohibited Use**

You may not use the Website for any purpose that is unlawful or prohibited by these terms of use. Without limiting the generality of the foregoing, you may not use the Website or permit any third party to use the Website in a manner that:

(i) violates these terms of use; (ii) is unlawful, infringing, harmful, threatening, tortuous, defamatory, libelous, slanderous, abusive, obscene, invasive of another's privacy, hateful, fraudulent, or malicious; (vii) solicits passwords, or personal identifying information for commercial or illegal purposes from other users; (viii) interferes with or disrupts the functionality of the Website or any server or network involved in the operation of the Website; (ix) collects or "harvests" personal information from the Website; or (x) violates any local, state, national or other applicable law or regulation.

### **External Links**

The Website contains hyperlinks to other websites (the "**Third-Party Sites**") owned and operated by other persons or entities. We have no control over the Third-Party Sites, and we are not responsible for content available through Third-Party Sites. We link to Third Party Sites for your convenience, and the inclusion of any such link does not imply that we endorse or recommend the content of the Third-Party Site.

Web sites and pages associated with **Proaction** (e.g., our Facebook page, Evenbrite pages presenting our events) are governed by their own terms and policies and these may differ from these terms of use and may

not even be under our control. We encourage you to review the applicable terms and policies before visiting and using these websites or linked pages.

### **Content Accuracy**

We strive to provide the most accurate and up-to-date information possible on the Website. However, it is impossible for us to guarantee that the information that is posted is always accurate, error-free, complete, and up to date.

### **Visitor Communications**

If you choose to contact us about improvements to the Website or to the products and services we offer (we will refer to such communications as "**Suggestions**"), we will have full right, title, and interest in and to the Suggestions and will be entitled to use the Suggestions without limitation. You hereby irrevocably assign to us all right, title and interest in and to the Suggestions, waive all moral rights in and to the Suggestions, and agree to cooperate reasonably with us to document and maintain such rights. You represent that your Suggestions do not contain information that is confidential or proprietary to third parties. You acknowledge that (i) we have no obligation of confidentiality, express or implied, with respect to the Suggestions; (ii) we are authorized to use or disclose (or choose not to use or disclose) the Suggestions for any purpose whatsoever, in any manner, in any medium, anywhere in the world; (iii) we may already have considered or may be in the process of developing items identical or similar to those mentioned in the Suggestions; and (v) you will not receive any compensation or remuneration in connection with your Suggestions.

### **Privacy and Personal Information**

We use tracking technologies, including browser cookies and tracking pixels, to improve the Website's performance, to personalize your experience, and to enhance our marketing efforts, including by retargeting visitors.

By visiting the Website, you consent to the collection and processing of your personal information in accordance with our Privacy Notice (Proaction Website), which is available on our Website at <https://utrakk.proactioninternational.com>. For more information about data we collect about our visitors and customers, please see said Privacy Notice (Proaction Website).

### **No Warranty**

Your use of the Website and the services offered through it is at your own risk. The Website and the services offered through it are provided "as is" and, to the extent permitted by law, without any warranty of any kind, whether express, implied, or statutory.

We do not provide any warranty about the results obtained by using the Website or the accuracy or reliability of any information obtained through the Website.

All material and/or data uploaded, downloaded, or otherwise obtained through the use of the Website is done at your own discretion and risk.

### **Limitation of Liability**

To the fullest extent permitted by applicable law, in no event shall Proaction be liable for any damages of any nature whatsoever, including, without limitation, direct and indirect damages, punitive damages,

damages for loss of use of data or loss of profits, loss of anticipated savings, arising from the use or performance of the Website or the content obtained through the Website, or from the inability to use the same, whether such damages are based on contract, tort, negligence, strict liability or any other legal theory, even if Proaction has been advised of the possibility of damages. If you are dissatisfied with any part of the Website, or with these terms of use, your sole and exclusive remedy is to stop using the Website.

#### **Applicable Law**

These terms of use and all related operations shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.

#### **Dispute Resolution**

Any dispute regarding these terms of use or your use of the Website, the Content, or the Downloadable Content shall be submitted to a court of competent jurisdiction in the Province of Quebec sitting in the judicial district of Montreal to the exclusion of any other forum or jurisdiction.

#### **Autonomy of Provisions**

If any provision of these terms of use is for any reason held to be invalid, illegal, or unenforceable against one or more users or classes of users, such invalidity, illegality, or unenforceability shall not affect the remaining provisions hereof, and these terms and conditions shall be construed as if the invalid, illegal or unenforceable provision had never been part of these terms and conditions.

#### **Modification**

We reserve the right, at our sole discretion, to modify these terms of use at any time, without notice, by posting modified terms of use on the Website.

All modified terms of use will be effective immediately upon such posting and by continuing to use the Website and our services, you agree to be bound by the amended terms of use. A hyperlink to the most recent version of our terms of use is available on the Website and the date of the last modification is indicated at the beginning of these terms of use.

#### **Notice**

Any notices regarding these terms of use should be sent to us at the following address:

Proaction International Inc.

[privacy@proactioninternational.com](mailto:privacy@proactioninternational.com)