

TERMS AND CONDITIONS OF USE

This contract constitutes a legal agreement between any person browsing or using the Site (hereinafter the "User") and Boissons Gazeuses Environnement. (Hereinafter "BGE"). In case of disagreement with the terms of this Agreement, the User must immediately cease using the Site.

1. LINKS TO OTHER SITES

Our service may contain links to other sites which are not operated by us. If you click on a third-party link, you will be redirected to that third-party's site. We strongly recommend that you review the privacy policy of each site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.

2. INTELLECTUAL PROPERTY

The trademarks and logos used or displayed on the Site are trademarks and logos whether registered by BGE or third parties. Nothing on the Site may be interpreted in such a way as to allow, directly or indirectly, the use of such trademarks or logos without the prior written permission of their owner. Without limiting the generality of the foregoing, it is prohibited to reproduce the trademarks and logos displayed on the Site for commercial or advertising purposes or to increase the volume of visitors to the User's site.

All the elements of the Site (including, without limitation, texts, articles, photographs, images, illustrations, audio and video extracts, software, etc.) are protected by copyright and belong to BGE or to third parties acting as content providers. Unless there are clearly stated exceptions, nothing on the Site should be interpreted as granting the User any right regarding the intellectual property of BGE or of a third party acting as a content provider.

Without the owner's prior written permission, the User may not copy, reproduce, modify, publish, broadcast, distribute, participate in the transfer or sale of, create new works from, translate, download, license, or otherwise use, any element offered on the Site (including any software), in whole or in part.

The User may download, publish, or copy for personal use for non-commercial purposes only, the elements of the Site, as long as the latter retains all the intellectual property notices they contain. Copying or storing any material for purposes other than personal use is absolutely prohibited without the prior written permission of BGE or the copyright holder identified in the intellectual property notice.

3. LIMITATION OF LIABILITY

This Site, including the content and the services it offers is made available to you "as is" without any warranty, whether expressed or implied. The information, software, products and services published on this Site may contain inaccuracies or errors, including pricing errors. In particular, BGE and its subsidiaries do not guarantee the accuracy and decline all responsibility for errors or inaccuracies relating to the information and description of the products and services offered or displayed on the Site. In addition, BGE

expressly reserves the right to correct any pricing error on the Site and / or pending purchases or orders made at an incorrect price.

Without limiting the generality of the foregoing, under no circumstances will BGE, its subsidiaries and / or their respective suppliers be liable for any direct, indirect, punitive, incidental, special or consequential damages arising from, or related in any way with the access to the display of the User or the use of this Site, whether this liability is based on negligence, a contract, an offense, an extracontractual obligation, a strict obligation or other, and this, even if BGE, its subsidiaries and / or their respective suppliers have been advised of the possibility of such damages.

4. INDEMNIFICATION

The User hereby undertakes to defend and hold harmless BGE, its directors, officers, managers, shareholders, employees, affiliated companies, representatives, and content suppliers from any monetary condemnation in capital, interest, legal and extrajudicial costs and any other damage, including but not limited to, all reasonable legal costs incurred by BGE relating to any claim, lawsuit, action or formal notice (hereinafter "Claim") arising from:

- i) any content submitted, posted or transmitted by the User on the Site;
- ii) the use by the User or a person who uses the User's account, whether authorized or not, of the Site, your connection to it or any other violation of this Contract;
- iii) any violation of applicable laws and regulations or the rights of a third party.

5. NEWSLETTER OR OTHER COMMUNICATIONS FROM BGE

By accepting this Contract, the User accepts to be part of the mailing list set up by BGE and authorizes BGE to communicate to him all the information concerning the use of the Site, the products and services offered on the Site, the news and special Site offers, new surveys and other information deemed relevant by BGE. At any time, the User can unsubscribe from the mailing list by contacting us at the following email address info@consignaction.com and indicating that they no longer wish to receive such communications. Such unsubscription does not prevent the User from being bound by this Agreement.

6. APPLICABLE LAW

By using this Site, the User acknowledges and accepts that this Agreement and any Complaint, lawsuit, action, or formal notice arising from the use of the Site, including any order or purchase, be governed by the laws applicable in the province of Quebec and by the federal laws applicable in Canada. The User hereby acknowledges and irrevocably submits to the exclusive jurisdiction of the courts of the province of Quebec, judicial district of Quebec, regarding all disputes arising from this Contract and his use of the Site.