

Terms of Use

THESE TERMS OF USE CONTAIN LEGAL OBLIGATIONS. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

1. Introduction

- 1.1. These terms of use explain how you may use this website (the “**Site**”). You should read these terms of use carefully before using the Site. By accessing or using this Site or otherwise indicating your consent, you agree to be bound by these terms of use and the documents referred to in them (the “**Terms of Use**”). If you do not agree with or accept any of these Terms of Use, you should cease using the Site immediately. If you have any questions about this website, please contact us at: infocanada@atpi.com.
- 1.2. Definitions “**Content**” means any text, images, video, audio or other multimedia content, software or other information or material submitted to, subsisting on, or accessible from, the Site. “**ATPI Canada**”, “**we**”, “**us**” or “**our**” means ATPI Travel and Events Canada Inc., a company incorporated under the laws of the Province of Quebec, a wholly owned subsidiary of ATPI Limited, and whose registered office is located at 19 Cours Le Royer West, Suite 105, Montreal, Quebec, H2Y 1W4. References herein to any of these defined terms also includes a reference to our group companies from time to time, including ATPI Limited, as the context requires. “**You**” or “**your**” means any person accessing or using the Site or any of its Content.
- 1.3. Where applicable, these Terms of Use include our Privacy Policy which shall be subject to these Terms of Use in the event of any conflict or inconsistency. These Terms of Use may also be supplemented or replaced by additional terms (“**Additional Terms**”) relating to specific Content, goods or services made available or supplied by us using the Site. Additional Terms will be made available on relevant pages of the Site and will be accessible by you for your acceptance before you place an order. Additional Terms shall prevail to the extent there is any conflict or inconsistency with any other of these Terms of Use.
- 1.4. We seek to make this Site as accessible as possible. If you have any problems accessing this Site or the Content, please contact us at infocanada@atpi.com and/or use the Site accessibility tools available at <https://www.atpi.ca/en/>.

2. Restrictions on use

- 2.1. The Site is for your personal use only. As a condition of your use of the Site, you agree:
 - 2.1.1. not to use the Site for any purpose that is unlawful under applicable law, or prohibited by these Terms of Use;
 - 2.1.2. not to defame or disparage anybody or make comments of an obscene, derogatory or offensive manner or otherwise use the Site or its Content in a way that brings us or any third party into disrepute or causes us to be liable to any third party;
 - 2.1.3. not to reverse engineer, decompile, copy, modify, distribute, transmit, license, sublicense, display, revise, perform, transfer, sell or otherwise make available to any third party or otherwise publish, deep link, create derivative works from or exploit in any way the Site or its Content, except as permitted by us under these Terms of Use or as expressly provided under applicable law and/or under any Additional Terms;
 - 2.1.4. not to use the Site to distribute viruses or malware or other similar harmful software code;
 - 2.1.5. not to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing; and
 - 2.1.6. that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site and shall be solely responsible for keeping your password and other account details confidential.

- 2.2. We reserve the right to prevent or suspend your access to the Site if you do not comply with any part of these Terms of Use or any applicable law.

3. Ownership, use and intellectual property rights

- 3.1. This Site and all intellectual property rights in the Site (including, without limitation, any Content) are owned by us and/or our licensors. We and our licensors reserve all our intellectual property rights (including, without limitation, all copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world.
- 3.2. Nothing in these Terms of Use grants you any rights in the Site, other than as necessary to enable you to access the Site. You agree not to adjust or to try to circumvent or delete any intellectual property notices contained on the Site and, in particular, in any digital rights or other security technology embedded or contained within the Site or its Content.
- 3.3. In addition to the use of our trademarks, other trademarks and trade names may also be used on this Site. The use or misuse of any trademarks or any other Content on the Site, except as provided in these Terms of Use is strictly prohibited. Nothing contained on the Site shall be construed as granting, by implication, estoppel or otherwise, any licence or right to use any trademark without our prior written permission.

4. Submitting information to the Site

- 4.1. The Site is not a secure means of communication and any information you supply to us by way of email will not be kept confidential. For that reason, you should not submit or send to us any patentable ideas or patent applications, advertising or marketing suggestions, prototypes or any information, written or oral, which you regard as confidential or commercially sensitive or valuable (collectively referred to as "Unwanted Submissions"). While we value your feedback, you agree not to submit any Unwanted Submissions. Any submission (including any Unwanted Submission) made to us is deemed to be our property. By transmitting or posting any submission or other material to us, you agree that, subject to our Privacy Policy, we are entitled to use any such information in any manner we see fit (including reproduction, transmission, publication, broadcast, and posting on any media and anywhere in the world) on a free of charge basis. We shall not be subject to any obligation of confidentiality nor be liable for any use and/or disclosure of such submissions.
- 4.2. Where the Site enables you to communicate with us and/or other users of the Site, you may not use the Site to transmit harmful or offensive (e.g., violent, obscene, discriminatory, defamatory or otherwise illegal) communications or material which might otherwise bring us or the Site into disrepute. Although we reserve the right to monitor, edit, review or remove discussions, chats, postings, transmissions, bulletin boards and similar communications on the Site from time to time, we are under no obligation to do so and assume no responsibility or liability arising from any Content posted on the Site nor for any error, omission, infringement, defamatory statement, obscenity, or inaccuracy contained in any such information. Our right to use submissions or other material provided by you is nonexclusive, freely transferable and worldwide so you shall be entitled to use your own material yourself subject to applicable law.
- 4.3. If applicable, you represent and warrant that any Content you supply to us is and shall be your own original work and has been lawfully provided to us and that you have all necessary consents to provide this to us. You agree that you waive all moral rights you may have in any such Content but that any

personal data you supply with your Content may, if we choose to do so, be used by us as described in our Privacy Policy.

5. Accuracy of information and availability of the Site

- 5.1. While we use reasonable efforts to include accurate and up-to-date information on the Site, we do not represent, warrant or promise (whether expressly or by implication) that any Content is or remains available, accurate, complete and up to date, free from bugs, errors or omissions or fit or suitable for any purpose.
- 5.2. Any reliance you may place on the information on this Site is at your own risk and we may suspend or terminate operation of the Site at any time at our sole discretion. Nothing in these Terms of Use shall operate to prejudice any mandatory statutory requirement or your statutory rights.
- 5.3. Content on the Site is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites, which may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.
- 5.4. While we make commercially reasonable efforts to ensure that the Site is available, we do not represent, warrant or guarantee in any way the Site's continued availability at all times or uninterrupted use by you of the Site.

6. Hyperlinks and third-party sites

- 6.1. The Site may contain hyperlinks or references to third party websites, other than the Site.
- 6.2. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third-party website does not constitute an endorsement of such third party's website, products or services. Your use of a third-party site may be governed by the terms of use of that third party site.

7. Warranties and limitation of liability

- 7.1. You agree that your use of the Site is on an "as is and as available" basis. As stated above, except as otherwise expressly required by applicable law, we make no representations, warranties, conditions or other terms (whether express or implied) in relation to the provision of the Site, including, without limitation, as to completeness, accuracy and currency or any Content on the Site, or as to satisfactory quality, or fitness for particular purpose.
- 7.2. To the maximum extent permitted by applicable law, we exclude all liability (whether arising in contract, tort, breach of statutory duty or otherwise) which we may otherwise have to you as a result of any error or inaccuracies in any Content, the unavailability of the Site for whatsoever reason, and any representation or statement made on the Site.
- 7.3. YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL WE, INCLUDING OUR AUTHORISED RESELLERS, AFFILIATES AND LICENSORS, BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, AND ANY DAMAGES FOR LOSS OF PROFITS, SAVINGS, GOODWILL OR OTHER INTANGIBLE LOSSES, REGARDLESS OF WHETHER WE HAD BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH: (A) THE USE, INABILITY TO USE OR

PERFORMANCE OF ANY OF THE SERVICES OF THIS SITE, (B) ANY UNAUTHORIZED ACCESS TO OR MODIFICATION TO ANY OF YOUR CONTENT OR TRANSMISSIONS, OR (C) ANY OTHER MATTER RELATING TO US OR AN AUTHORISED RESELLER, THE SITE OR ANY OF THE SERVICES.

- 7.4. Under no circumstances shall our aggregate liability to you for any and all claims arising from your use of the Site (including the downloading or use of any Content) exceed the value of any transaction you complete through the Site.
- 7.5. Any exclusions and limitations of liability in these Terms of Use shall be subject to the Additional Terms in respect of matters covered by those Additional Terms and as otherwise required by law.

8. Indemnification and limited warranty

- 8.1. You agree to defend, indemnify and hold harmless each of us and our Authorized Resellers and its affiliates and licensors and each of their respective officers, directors, employees and agents from and against any and all claims, actions or demands, including, without limitation, reasonable legal and accounting fees, resulting from or related to: (a) your breach of any of these Terms of Use; (b) your access to or use of the Site or its Content; or (c) your use or reliance on, or publication, communication or distribution of anything on or from the Site. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.
- 8.2. You expressly acknowledge that we have entered into these Terms of Use, and have and will make the Site and Content available to you in reliance upon the limitations and exclusions of liability and the disclaimers set forth herein, and that the same form an essential basis of the bargain between you and us. You expressly agree that the limitations and exclusions of liability and the disclaimers set forth herein will survive, and continue to apply in the case of, a fundamental breach or breaches, the failure of essential purpose of contract, the failure of any exclusive remedy or termination of these Terms of Use.
- 8.3. We make no representation or warranty that the Site or its Content are appropriate or available for use at any locations outside Canada. If you access this Site from outside Canada, you are responsible for compliance with all applicable laws.

9. Termination

- 9.1. You acknowledge and agree that we, in our sole and absolute discretion, may, without notice to you, suspend or terminate your account or your use of, or access to the Site or any of the Content, and remove and discard any information or content related to the Site or any of the Content (and your use thereof), for any reason, including where we believe that you have violated any of these Terms of Use.
- 9.2. You further agree that we shall not be liable to you or to any other person as a result of any such suspension or termination. If you are dissatisfied with the Site or any of the Content or with any terms, conditions, rules, policies, guidelines, or practices in operating the Site, your sole and exclusive remedy is to discontinue using the Site.

10. General

- 10.1. These Terms of Use are dated of 6 December 2022. No changes to these Terms of Use are valid or have any effect unless agreed upon by us in writing. We reserve the right to vary these Terms of Use from time to time. Our new Terms of Use will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms of Use from time to time to verify such variations.

- 10.2. Unless otherwise expressly stated in these Terms of Use, all notices from you to us must be in writing and sent to our contact address at infocanada@atpi.com and all notices from us to you will be displayed on the Site from time to time.
- 10.3. We shall have no liability to you for any breach of these Terms of Use caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.
- 10.4. If any part of these Terms of Use is unenforceable (including any provision in which we exclude or limit our liability to you) the enforceability of any other part of these Terms of Use will not be affected. If we choose not to enforce any right that we have against you at any time, then this does not prevent us from later deciding to exercise or enforce that right.
- 10.5. These Terms of Use, together with the Privacy Policy and any applicable Additional Terms contain the entire understanding and agreement between us and you in relation to your use of the Site and supersede and replace any representation, statement or other communication (whether written or otherwise) made by you or us which is not contained herein. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.
- 10.6. You may not assign, sub-license or otherwise transfer any of your rights and obligations in these Terms of Use to any other person.
- 11. Class Action Waiver**
- 11.1. This clause applies only to persons residing outside Quebec, Ontario, or Saskatchewan. Subject to applicable law, any dispute, whether in court or otherwise, will be conducted solely on an individual basis. You agree that you shall not have the right or authority for any dispute to be brought as a class action, or to participate in any class action or other proceeding in which any person acts or proposes to act in a representative capacity.
- 12. Governing Law/Jurisdictional Issues**
- 12.1. These Terms of Use shall be interpreted, construed and governed by the laws in force in the Province of Quebec, Canada, without reference to its conflict of laws principles.
- 12.2. Each party hereby agrees to submit to the jurisdiction of the courts of the Province of Quebec and to waive any objections based upon venue. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms of Use.