

Terms of Use

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These Terms of Use were last modified on July 15, 2020. FIJM reserves the right, at any time and without prior notice, to modify or replace, in whole or in part, these Terms of Use. Any changes to these Terms of Use can be found at this URL. It is your responsibility to periodically read these Terms of Use to be aware of changes, if any. Your use of the Website following the posting of any changes to these Terms of Use constitutes your acceptance of those changes.

If you have any questions about these Terms of Use or the Privacy Policy, please contact:

Vice President, Legal Affairs

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Rules of use

By using the Website, you agree to:

- Not use the Website in any manner that may, in any way, violate these Terms of Use;
- Not use the Website in any manner that may violate any intellectual property rights of FIJM or any third-party;
- Not use the Website in any manner to propagate spam, including but not limited to unsolicited advertising, bulk electronic mail or messages, or links to a spam or phishing website;
- Not use the Website in any manner to propagate software viruses, Trojan horses, worms, or any other malicious or non-malicious computer code, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment in any form whether belonging to FIJM or a third-party, or to damage or obtain unauthorized access to any system, data, password or other information of FIJM, other users of the Website, or any other third-party;
- Not: (1) take any action that imposes or may impose (as determined by FIJM in its sole discretion) an unreasonable or disproportionately large load on FIJM's (or its third-party providers') infrastructure; (2) interfere or attempt to interfere with the proper functioning of the Website or any activities conducted on the Website; (3) bypass any measures FIJM may use to prevent or restrict access to the Website or any element thereof; (4) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Website; or (5) harvest or scrape any content from the Website in an unreasonable manner;
- Use the Website in compliance with all applicable local, state / provincial, national and international laws.

Indemnity

Notwithstanding any other term of these Terms of Use, you agree to indemnify, defend and hold harmless FIJM, its affiliates and their officers, directors, shareholders, owners, partners, partnerships, principals, employees, servants, agents, representatives, successors and assigns from and against any damages, liabilities, costs and expenses (including reasonable attorneys fees), claims or demands, arising out of (i) your use of or connection to the Website, (ii) your participation in any activities arising from the Website, (iii) your violation of, or failure to perform your obligations under these Terms of Use or, (iv) your violation of any rights of a third-party.

Termination

You agree that FIJM, in its sole discretion, has the right (but not the obligation) to block your email or IP address, or otherwise terminate your access to or use of the Website (or any part thereof), immediately and without notice, for any reason, including, without limitation, if FIJM believes that you have acted inconsistently with the letter or spirit of these Terms of Use.

FIJM may also, in its sole discretion and at any time, discontinue providing the Website, or any part thereof, with or without notice. Furthermore, you agree that FIJM shall not be liable to you or any third-party for any loss or damage resulting from the termination of your access to the Website, or from FIJM's termination of the Website (or any part thereof).

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The above paragraph further applies to third-party property used on the Website, including but not limited to third-party computer code.

Disclaimer of Warranties

You expressly understand and agree that your use of the Website, the information therein and any activity arising from the use of the Website is at your sole risk. The Website, or any third-party

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Limitation of Liability

You expressly understand and agree that FIJM shall not be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, in contract, general civil liability or any other cause of action, relating to the Website, the use of the Website or activities arising from your use of the Website, including, without limitation, any interruption, defect or delay in operation or transmission, including communication line failure, any computer virus, and any theft, destruction or alteration of, or unauthorized access to or use of, any electronic records or third-party material. This limitation of liability applies, without limitation, to any damage or injury caused by any error, omission or other failure of performance by FIJM, its affiliates and business partners.

Governing Laws and Jurisdiction

Use of the Website shall be governed by and construed in accordance with the laws of the Province of Quebec in force at the time without regard to conflict of law provisions. You agree that any legal action or proceeding between you and FIJM shall be brought exclusively in the courts located in the Judicial District of Montreal, Quebec, Canada.

Miscellaneous Provisions

These Terms of Use, in conjunction with the Privacy Policy, constitute the entire agreement between you and FIJM with respect to your use of the Website, superseding any prior agreements to the same effect, whether in oral or written form, between you and FIJM;

Failure by FIJM to insist upon strict performance of one or another of your obligations under these Terms of Use shall not be construed as a waiver or relinquishment of any of FIJM's rights or remedies.

If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use shall remain in full force and effect.

The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.