



Zú Website

TERMS AND CONDITIONS

Thank you for visiting the Zú website (the **Website**). Please take the time to read and understand the Website's Terms and Conditions. The following Terms and Conditions constitute a legal document that describes your rights and responsibilities as a user.

By using the Website, you acknowledge that you have read, understand, and agree, without limitation or qualification, to be bound by these Terms and Conditions. Therefore, if you do not agree to these Terms and Conditions, please do not use the Website.

From time to time, there will be changes to the Website, including these Terms and Conditions. Any modifications to these Terms and Conditions will be included on this page, and your use of the website after modifications have been made constitutes acceptance of these Terms and Conditions as modified.

Contact

The Website is owned and managed by:

Zú
2200 Stanley street, 3e floor
Montréal (Québec) H3A 1R6

Content

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Unless otherwise specified, it is forbidden to copy, modify, amend, delete, augment, publish, transmit, create derivative works of, create or sell products derived from, display or post, or in any other way exploit or use the Content, in full or in part, without Zú's express written authorization. Please note that you may not frame or utilize framing techniques to enclose the Website or any portion thereof without Zú's express written authorization.

Without limiting the generality of the foregoing, you acknowledge that: (i) the domain name is the exclusive property of Zú and no appropriation of the domain name by registering related domain names shall be tolerated, and (ii) you are not entitled to use Zú's trade names, trademarks, service marks, logos or any other distinctive brand feature without Zú's express written authorization.

If the Website features hyperlinks to third party websites, Zú cannot be held responsible for the content of these websites. A hyperlink from the Website to another website does not mean or imply that Zú approves of, sponsors or recommends the content of that website, or has any affiliation with that website.



(unless otherwise specified).

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of the Website for personal, non-commercial use only. A website that links to the Website: (i) may link to, but not replicate, the Content; (ii) may not imply that Zú is endorsing such website or its services or products; (iii) may not misrepresent its relationship with Zú; (iv) may not contain content that could be construed as distasteful, obscene, offensive or controversial, and may contain only content appropriate for all ages; (v) may not portray Zú or its products or services, in a false, misleading, derogatory, or otherwise offensive or objectionable manner, or associate Zú with undesirable products, services, or opinions. Zú may, in its sole discretion, request that you remove any link to the Website, and upon receipt of such request, you shall immediately remove such link,

Your Obligations as a User

You may use information about Zú purposely made available by Zú for downloading or copying from the Website, provided that you:

- Do not modify this information or remove any copyright, trademark, service mark or other intellectual or proprietary rights notices;
- Use such information solely for non-commercial purposes;
- Refer to the Website as the source of the information; and
- Do not make any representations or warranties relating to such information.

Any other use of the Website and the Content is strictly prohibited.

Any illegal or unauthorized use of the Website shall constitute a violation of these Terms and Conditions. You do not have permission to access the Website in any way that violates these Terms and Conditions, the laws or regulations of Canada or the country from which you are visiting the Website. Illegal or unauthorized use of the Website includes, but is not limited to using any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to illegally gain access, acquire, copy or monitor any portion of the Website or any network connected to the Website or reproduce or circumvent the navigational structure or presentation of the Website or any Content.

Contact Section

Zú welcomes inquiries or feedback on its products or services, however, it is Zú's policy to decline unsolicited suggestions and ideas. As such, any comments, feedback, notes, messages, ideas, suggestions or other communications (collectively, **Comments**) sent to Zú shall be and remain the exclusive property of Zú. Such Comments will be treated as non-proprietary and non-confidential. Your submission of any such Comments shall constitute an irrevocable and perpetual assignment to Zú of all worldwide right, title and interest, including intellectual property rights, in and to the Comments, as well as a waiver of your moral rights in and to the Comments. Zú is entitled to use, reproduce, disclose, publish and distribute any Comments you submit for any purpose whatsoever, including for publicity and promotional purposes, without restriction or prior notice and without compensating you in any way.

If you make Comments, you represent and warrant that you own or otherwise control the rights to the Comments. You further represent and warrant that such Comments do not constitute or contain software



viruses, commercial solicitation, chain letters, mass mailings, or any form of “spam”. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead Zú as to the origin of any Comments. You agree to indemnify Zú for all claims arising from your claims to any rights in any Comments.

Disclaimers of Warranties

You expressly acknowledge and agree that:

A) your use of the Website is at your own risk. The Website is provided on an “As is” and “As available” basis. To the fullest extent permitted by applicable law, Zú expressly disclaims all warranties of any kind with respect to the Website and the Content, whether express or implied;

B) without limiting the foregoing, Zú does not endorse, warrant or represent that: (i) the information on the Website is accurate, complete, reliable, useful, timely or current; (ii) the Website will meet your requirements or expectations; (iii) use of the Website will be uninterrupted, timely, secure, or error-free; (iv) the results that may be obtained from the use of the Website will be accurate or reliable; (v) the quality of any information obtained by you through the Website or that such information will meet your expectations; (vi) the servers that make the Website available are free of viruses or other harmful components, including during hyperlink to or from third-party websites; or (vii) any errors in the Website will be corrected;

C) any material downloaded or otherwise obtained through the use of the Website is downloaded or obtained at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the downloading or obtaining of any such material. You (and not Zú or third parties with whom Zú associates itself from time to time) assume the entire cost of all necessary servicing, repair or correction; and

D) without limiting the generality of the foregoing, no advice or information, whether oral or written, obtained by you from Zú or through or from the Website shall create any warranty not expressly stated in these Terms and Conditions.

Limitation of Liability

For consumers:

To the extent allowed under the law and unless it results from their own act, Zú or any of its employees, directors, officers and agents shall not be liable for any damage resulting from the use of or the inability to use the Website or resulting from unauthorized access to or alteration of your transmissions of data, including, but not limited to, indirect, special, incidental, or consequential damages of any kind, including, without limitation, damages for loss of profits, use of data or other intangibles, even if Zú, its employees, directors, officers or agents had been advised of the possibility of such damages.

If you are dissatisfied with the Website or any Content, or with these Terms and Conditions, immediately discontinue the use of Website and the Content.

For users other than consumers:



To the extent allowed under the law and unless it results from their intentional or gross fault, Zú, or any of

its employees, directors, officers and agents shall not be liable for any damage resulting from the use of or the inability to use the Website or resulting from unauthorized access to or alteration of your transmissions of data, including, but not limited to, indirect, special, incidental, or consequential damages of any kind, including, without limitation, damages for loss of profits, use of data or other intangibles, even if Zú, its employees, directors, officers or agents had been advised of the possibility of such damages.

If you are dissatisfied with the Website or any Content, or with these Terms and Conditions, your sole and exclusive remedy is to discontinue using the Website and the Content.

Indemnification

You agree to defend, indemnify and hold Zú harmless for any loss, damage or costs, including reasonable attorneys' fees, resulting from any third-party claim, action or demand resulting from your use of the Website. You also agree to indemnify Zú for any loss, damages, or costs, including, without limitation, reasonable attorneys' fees, resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or loan on Zú's infrastructure.

Suspected Violation

Violation of these Terms and Conditions and of any other Zú policies or agreements, including unauthorized use of the Website, may be investigated and suitable legal actions may be taken, including, without limitation, civil, criminal and injunctive remedy. You understand and agree that Zú may, at its sole discretion and without prior notice, terminate your access to the Website or exercise any other remedy it sees fit, if Zú deems, at its sole and exclusive discretion, your conduct or the conduct of any person whom Zú believes you act in concert with, violates or is in breach with these Terms and Conditions or the law, or violates the rights of Zú, or any third parties with whom Zú associates itself from time to time, a client of Zú or any other user on the Website.

Governing Law

The Website is operated from MONTRÉAL, QUEBEC, CANADA. Any legal conflict between a user and Zú is therefore subject to the laws of the province of QUEBEC and the applicable laws of CANADA, without regard to its conflict of law provisions. Furthermore, you hereby agree to submit to the exclusive jurisdiction of the courts of the province of QUEBEC, CANADA in respect of any dispute, action or proceeding arising out of or related to this Website.

Other Terms

These Terms and Conditions constitute the entire agreement between you and Zú with respect to your use of the Website. These Terms and Conditions replace all previous agreements between you and Zú.

In the event of discrepancy between the French and English versions of these Terms and Conditions, the French version prevails.

Nothing contained in these Terms and Conditions will be construed as creating any agency, partnership, or other form of joint enterprise between you and Zú. Zú's failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of that right or provision. If any term



or provision of these Terms and Conditions or any portion of such term or provision is held invalid or unenforceable, the remainder of these Terms and Conditions will not be affected thereby and each remaining term or provision or portion thereof will be valid and enforceable to the full extent permitted by the applicable law. In lieu of each term or provision of these Terms and Conditions which is invalid or unenforceable, there shall be added as a part of these Terms and Conditions a term or provision as nearly identical as may be possible and as may be legal, valid and enforceable.

Zú may, with or without prior notice, terminate any of the rights granted by these Terms and Conditions. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of the Website.

All requests for information about these Terms and Conditions may be e-mailed to contact@zumtl.com