

General Terms and Conditions of Use

Last updated

2023-05-05

This English-language translation of our Terms and Conditions is presented for informational purposes only. For legal purposes, the original French-language version ("Conditions générales d'utilisation") should be considered the binding document.

1. Purpose of the Terms and Conditions of Use

The purpose of these General Terms and Conditions of Use (the "**Terms**") is to define the terms and conditions under which Collectif Récolte (hereinafter referred to as "**Collectif Récolte**") allows the user (hereinafter referred to as "**you**" or "**your**") to access and use (i) the Tomat platform (the "**Platform**"), available at 204-5570 Cartier Street, Montreal, Quebec H2H 1X9, and allowing the management of food aid programs (the "**Services**"), as well as (ii) the user manuals and other documents or guides related to the Platform (collectively, the "**Documentation**"). Your access to and use of the Platform and the Materials is in accordance with and subject to the agreement between Collectif Récolte and your employer or other person legally controlling your access to the Platform and the Materials (the "**Licensee**"). Please read the following Terms carefully before using the Platform and Materials.

2. Acceptance of the Conditions

By logging in, creating an account on the Platform and checking "**I have read and agree to the Terms of Use and Privacy Policy**", you (i) acknowledge and accept these Terms; and (ii) represent that you are duly authorised by the Licensee to access and use the Platform and the Materials. If you choose not to accept these Terms, you must refrain from using the Platform and Materials.

3. Description and use of the Platform

3.1 Access and use

Sous réserve de votre stricte conformité avec les présentes Conditions, Collectif Récolte vous autorise à accéder et à utiliser la Plateforme, ainsi que le contenu disponible par l'entremise de la Plateforme, conformément à la Documentation, uniquement pour les besoins d'affaires internes du Titulaire de la licence. La licence qui précède prendra fin immédiatement à la première des éventualités suivantes : (i) l'expiration ou la résiliation anticipée de la licence accordée par Collectif Récolte au Titulaire de la licence ; ou (ii) lorsque vous cessez d'être

autorisé par Collectif Récolte à utiliser la Plateforme et la Documentation pour une raison quelconque ou sans raison.

3.2 Accuracy of information

We use commercially reasonable efforts to ensure that the information available on the Platform is accurate and up-to-date. However, there may be times when information contains typographical errors, inaccuracies or minor omissions. In such cases, and to the extent permitted by law, we reserve the right to correct any such minor errors, inaccuracies or omissions on the Platform without affecting past or current Services. In the event of any errors, inaccuracies or omissions, please contact your partner organisation responsible for the information on the Platform.

3.3 Restrictions

You may not at any time, directly or indirectly: (i) copy, modify or create derivative works of the Platform or Documentation, in whole or in part; (ii) rent, lease, loan, sell, sublicense, assign, distribute, publish, transfer the Platform or Documentation to third parties; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or access the source code of the Platform, in whole or in part; (iv) remove any proprietary notices from the Platform, Documentation or Platform content; (v) use the Platform as a service bureau, time-share or in any other manner allocated to third parties; (vi) use the Platform in a manner contrary to the Documentation; (vii) provide passwords or other login information to the Platform to third parties; (viii) share Platform functionality with third parties; (ix) probe, scan, vulnerability test or circumvent any security mechanism used by websites, servers or networks connected to the Platform; (x) take any action that imposes an unreasonable or disproportionately large load on websites, servers or networks connected to the Platform; (xi) access, attempt to access, or use the data of other users of the Platform without their consent; (xii) knowingly diminish or impede access to the Platform; (xiii) access or use the Platform to create a similar or competing platform or service; or (xiv) use the Platform, Documentation or Platform content in any manner or for any purpose that infringes, misappropriates or violates any intellectual property or other right of any person, or that violates any applicable law.

3.4 Suspension of the Platform

Notwithstanding anything to the contrary in these Terms, Collectif Récolte may temporarily suspend your access to some or all of the Platform if, in Collectif Récolte's reasonable opinion: (i) there is a threat or attack on any component of the Platform; (ii) your use of the Platform disrupts or poses a security risk to the Platform or any other Collectif Récolte user; (iii) you use the Platform for fraudulent or illegal activities; (iv) your use of the Platform is prohibited by applicable law; or (v) your use of the Platform violates the Terms (each, a "**Suspension**"). Collectif Récolte will use commercially reasonable efforts to notify you in writing of any Suspension and provide you with updates regarding the resumption of access to the Platform following any Suspension. Collectif Récolte will use commercially reasonable efforts to provide

access to the Platform as soon as reasonably possible after the event giving rise to the Suspension has been corrected. To the extent permitted by law, Collectif Récolte is not responsible for any damages, liabilities, losses (including any lost profits), or any other consequences you may incur as a result of a Suspension.

3.5 Security Measures

The Platform may contain technological safeguards to prevent copying and other security measures to prevent unauthorised uses of the Platform, such as uses: (i) beyond the scope of access granted under clause 3.1 of the Terms; and/or (ii) prohibited under clause 3.4 of the Terms. You shall not, and shall not attempt to, remove, disable, circumvent or otherwise create or implement any alternative to such security measures.

3.6 Investigations and prosecutions

Collectif Récolte reserves the right to investigate any actual or potential violations of these Terms and to take appropriate action to cure any such violations. You acknowledge and agree that Collectif Récolte shall have the right (but not the obligation) to enforce compliance with these Terms, applicable laws, court orders and governmental requirements. In the event of a breach of these Terms, Collectif Récolte has the right, at any time and without notice, to disable your access to or use of the Platform.

4. User account

4.1 Methods of access to the Platform

The Platform requires the creation of a user account. To do so, you must complete the account creation process by providing current, complete and accurate information as requested in the applicable registration form. You must also choose a secure password. In the event of a breach of this paragraph 4.1, Collectif Récolte may terminate your rights to access and use the Platform in its sole and absolute discretion.

The process for creating a user account to connect to the Platform is as follows:

4.1.1 Super admin

The Super-Admin user is created by the Sigmund service provider:

1. Sigmund creates a user account by Sigmund
2. The user receives an email with a link to enter personal information and activate the account

4.1.2 Program administrators and merchant representatives

Program administrator and merchant representative users are created by the Super-Admin:

1. An account is created within the Platform
2. An email is sent to the new user with a link to activate the account within the Platform
3. The user clicks on the link received by email and enters their personal information

4.1.3 Participant manager

The Participant Manager user is created by the programme administrator:

1. The account is created within the Platform
2. An email is sent with a link to activate the account within the Platform
3. The user clicks on the link received by email and enters their personal information

4.2 Responsibility for the account

You are entirely responsible for maintaining the confidentiality of your password and account. In addition, you are entirely responsible for all activities that occur under your account. You agree to immediately notify Collectif Récolte of any unauthorised use of your account or any other breach of security.

4.3 Account security

Although we use commercially reasonable security measures to protect your data, we cannot guarantee that unauthorised third parties will never be able to breach the Platform's security measures or make inappropriate use of your data.

Further details of our security measures are set out in section 10.1 *Necessary and appropriate measures* of our privacy policy.

4.4. Liability for account misuse

To the extent permitted by applicable law, Collectif Récolte will not be liable for any loss, including loss of data associated with your account, that you may incur as a result of someone else using your password or account, either with or without your knowledge. You could be held liable for losses incurred by Collectif Récolte, or another party, due to someone else using your account or password.

4.5 Use of other accounts

You may not use another person's account at any time, except with the permission of the account holder as a duly authorised agent.

4.6 Account deletion

Collectif Récolte reserves the right to delete any account that has been inactive for five (5) years upon notification to the Licensee.

5. Collection and use of information; aggregated data

5.1 Collection and use of information

Collectif Récolte may, directly or indirectly through the services of third parties, collect and store information regarding the use of the Platform and the equipment by which the Platform is accessed and used, through: (i) the provision of maintenance and support services; (ii) the security measures included in the Platform as described in paragraph 3.6 above; and (iii) through transfer via the Internet. You agree that Collectif Récolte may use this information for purposes related to any use of the Platform by you, including, without limitation, to: (y) improve the performance of the Platform or develop updates; and (z) verify your compliance with the Terms and enforce Collectif Récolte's rights, including the intellectual property rights that Collectif Récolte holds, among others, in and on the Platform and the Documentation.

5.2 Aggregate data

Notwithstanding anything to the contrary herein, Collectif Récolte may monitor your use of the Platform and collect and compile aggregated and de-identified data sets (collectively, "**Aggregate Data**"). Among other things, all right, title and interest in and to the Aggregate Data, including all intellectual property rights therein, are owned and held exclusively by Collectif Récolte. You acknowledge and agree that Collectif Récolte may, in its sole and absolute discretion: (i) make the Aggregate Data publicly available in accordance with applicable law; and (ii) use the Aggregate Data to the extent and in the manner permitted by applicable law.

6. User content

6.1 Ownership of content

You retain ownership of any text, notes, video, photos or other materials that you upload, write, post on or communicate via the Platform or provide to Collectif Récolte hereunder ("**Content**"), except for Feedback (as defined below).

6.2 Responsibility for Content

You acknowledge and agree that you are solely responsible for any Content you provide on the Platform hereunder. Accordingly, you represent and warrant to Collectif Récolte that: (i) you are the sole and exclusive owner of the Content, or that you have all the rights, licences, authorizations, consents and waivers to grant Collectif Récolte the rights in connection with such Content; and (ii) neither the Content nor its publication, transmission, or use by Collectif Récolte violates or will violate the rights of any third party, including intellectual property rights and right of publicity, privacy or any law or regulation, domestic or foreign.

6.3 Prohibitions

At all times when you provide, upload, write, communicate or otherwise publish Content on the Platform hereunder, you agree not to make any statement or generate any Content that may be considered, in Collectif Récolte's sole and absolute discretion, to be: (i) abusive, defamatory, pornographic, indecent, threatening, hateful, racist, xenophobic, homophobic or sexist (or any use of discriminatory language) or depicts identifiable persons in an offensive, pornographic, obscene, immoral, defamatory or libellous manner; (ii) involving vulgar, obscene or malicious language; and (iii) disclosing personal or confidential information of third parties, unless the prior consent of such third parties has been obtained or is permitted by law.

6.4 Licence to Content

By submitting Content, you grant Collectif Récolte a worldwide, non-exclusive, perpetual, irrevocable, royalty-free and transferable licence to reproduce, translate, share, modify and generally use the Content in connection with the Platform. You also agree to complete and sign any documents that Collectif Récolte may reasonably require in order to give full effect to this provision.

6.5 Third party content

Through the Platform, you may use and/or access content provided by third parties. Collectif Récolte cannot guarantee that this content will be free of any material or information that you may find objectionable. Collectif Récolte disclaims all liability related to your access to such content.

6.6 Complaints and management of the Platform

If you believe that any content available on the Platform violates any of the provisions of this section 6 or any applicable law, Collectif Récolte invites you to file a complaint which will be handled confidentially, through the Licensee's internal processes and hierarchy. Notwithstanding the foregoing, you acknowledge and agree that Collectif Récolte has no obligation to review the content posted on the Platform, including your Content, or to monitor your access to or use of

the Platform, but has the right to do so, in order to ensure compliance with these Terms, applicable laws, court orders, governmental standards or any other applicable requirements. Collectif Récolte reserves all rights with respect to the administration of the Platform, including, but not limited to, the right to remove without notice any content that, in Collectif Récoltes sole and absolute discretion, does not comply with the rules set forth in this Section 6.

7. Disclaimer; Limitation of liability and no warranty

7.1 Non-liability clause

UNDER NO CIRCUMSTANCES SHALL COLLECTIF RÉCOLTE BE HELD LIABLE TO YOU FOR ANY INTERRUPTION, SUSPENSION OR INABILITY TO ACCESS THE PLATFORM, IN PARTICULAR IN THE EVENT OF BREAKDOWNS, NETWORK PROBLEMS, FORCE MAJEURE OR EVENTS BEYOND OUR CONTROL, NOR FOR ANY DAMAGE THAT MAY RESULT FROM THIS. COLLECTIF RÉCOLTE MAY, AT ANY TIME AND WITHOUT PRIOR NOTICE, TEMPORARILY INTERRUPT ACCESS TO THE PLATFORM FOR MAINTENANCE REASONS AIMED AT ITS PROPER FUNCTIONING, WITHOUT HAVING TO GRANT ANY COMPENSATION. TO THE FULLEST EXTENT PERMITTED BY LAW, COLLECTIF RÉCOLTE SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OR DAMAGE TO YOUR COMPUTER SYSTEM, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, TRANSMISSION OF VIRUSES, HACKING ATTEMPTS, AND PIRACY OF DATA, FILES OR PROGRAMS CONTAINED THEREIN, TO THE EXTENT THAT SUCH LOSS OR DAMAGE IS NOT THE RESULT OF A FAULT OF COLLECTIF RÉCOLTE OR A BREACH OF ITS OBLIGATIONS HEREUNDER OR UNDER THE LAW.

In the event of problems with the Platform, please send an email to the following address: support@tomat.com

7.2. No warranties

To the fullest extent permitted by law, the Platform and all information, content and materials made available to you through the Platform are provided by Collectif Récolte on an "as is" and "as available" basis and without warranty of any kind. Collectif Récolte disclaims all warranties and representations with respect to the Platform and the information, content and materials available on or through the Platform, and any express or implied warranties of merchantability, non-infringement and fitness for a particular purpose are hereby expressly disclaimed and excluded.

You acknowledge that the use of the Platform or certain features thereof may require the use of other hardware and software and that such hardware and software is your responsibility. Collectif Récolte does not warrant that any particular device or other hardware will be compatible with the Platform and any other technology used by Collectif Récolteto provide the

Platform. It is entirely your responsibility to ensure that your system and/or devices will function properly with the Platform. You are solely responsible for backing up your own system.

7.3. Limit of responsibility

THE USE OF THE INFORMATION AND DOCUMENTS AVAILABLE ON THE PLATFORM IS DONE UNDER YOUR ENTIRE AND SOLE RESPONSIBILITY, AND YOU ASSUME ALL THE CONSEQUENCES THAT MAY RESULT FROM IT, WITHOUT COLLECTIF RÉCOLTE ENGAGING ITS RESPONSIBILITY IN THIS RESPECT, AND WITHOUT RECOURSE AGAINST THE LATTER. IN NO EVENT WILL COLLECTIF RÉCOLTE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER RELATING TO THE INTERPRETATION OR USE OF THE INFORMATION AND/OR DOCUMENTS AVAILABLE ON THE PLATFORM, THE DATA PROVIDED BY THE PLATFORM OR THEIR ACCURACY, OR ANY DECISION MADE BY YOU ON THE BASIS OF THE DATA PROVIDED BY THE PLATFORM. YOU UNDERSTAND AND ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO MAKE APPROPRIATE DECISIONS BASED ON YOUR EXPERTISE AND KNOWLEDGE. THE PLATFORM IS PROVIDED TO YOU UNDER THE TERMS OF THE AGREEMENT BETWEEN COLLECTIF RÉCOLTE AND THE LICENSEE, SOLELY FOR THE BENEFIT OF THE LICENSEE AND AT THE LICENSEE'S DISCRETION. YOU ACKNOWLEDGE THAT YOU HAVE NO RIGHTS UNDER THIS AGREEMENT, INCLUDING THE RIGHT TO ENFORCE ANY OF ITS TERMS. ANY OBLIGATION OR LIABILITY THAT COLLECTIF RÉCOLTE, OR ITS AFFILIATES (IF ANY) MAY HAVE WITH RESPECT TO YOUR USE OR INABILITY TO USE THE PLATFORM SHALL BE SOLELY TO LICENSEE UNDER THIS AGREEMENT AND SUBJECT TO ALL LIMITATIONS OF LIABILITY SET FORTH HEREIN.

8. Intellectual property

8.1 Platform; Documentation and general structure

You acknowledge and agree that the Platform and Documentation are provided to you under licence, and are not sold to you. You acquire no right, title or interest in or to the Platform or Materials under these Terms other than the right to access and use the Platform and Materials in accordance with the Terms. As between the parties, Collectif Récolte retains all right, title and interest in and to the Platform, the general structure of the Platform, including, without limitation, the text, graphics, images and video comprising the Platform, and the Materials, including the intellectual property rights therein, subject to the accesses expressly granted herein. You are obligated to protect the Platform and the Materials (including all copies thereof) from infringement, misappropriation, theft, unauthorised use or access.

8.2 Content of the Platform; Reproduction

All original works reproduced or published on the Platform are protected by copyright. The owner of the copyright in each work reserves all rights in it. You acknowledge and agree that it is an infringement of copyright for any person to do, without the consent of the copyright owner, anything that only the copyright owner has the right to do under applicable copyright laws. Collectif Récolte reserves the right to modify, suspend, remove or disable access to any content available on the Platform at any time without notice. Collectif Récolte is not responsible for the removal or deactivation of access to such content. Any representation and/or reproduction and/or exploitation, in whole or in part, of any content offered by the Platform, by any means whatsoever, without the prior written authorisation of Collectif Récolte is strictly forbidden.

8.3 Use for promotional or commercial purposes

It is strictly forbidden to reproduce for commercial purposes any content of the Platform, whatever the format, and it is strictly forbidden to reproduce, represent or otherwise exploit the Documentation for or for purposes other than those permitted in these Terms.

8.4 Trademarks

All trademarks, logos, trade names and other distinctive signs designating Collectif Récolte or the Platform are trademarks of Collectif Récolte. All other trademarks, service marks, logos, trade names and other distinctive signs are trademarks of their respective owners.

8.5 Feedback

If you send or transmit to Collectif Récolte any communication or material suggesting or recommending changes to the Platform, including without limitation new features or functionality relating thereto, or any comments, questions, suggestions or the like (each, a "**Feedback**"), Collectif Récolte shall have the right (but not the obligation) to use such Feedback. You hereby assign to Collectif Récolte, on your behalf, all right, title and interest in and to the Feedback, and this assignment shall be effective as of the date of creation of such right, title and interest. You agree to waive any moral rights you have or may have in and to the Feedback. Without limiting the generality of the foregoing, you acknowledge and agree that Collectif Récolte shall have the right (but not the obligation) to use, without attribution or compensation, any ideas, know-how, concepts, techniques or other intellectual property rights in and to the Feedback for any purpose whatsoever. You also agree to complete and sign any documents that Collectif Récolte may reasonably require in order to give full effect to this provision.

8.6 External sites

The Platform may contain hyperlinks to external websites that take you away from the Platform (the "**External Site(s)**"). You acknowledge and agree that Collectif Récolte is not responsible for

the availability of such External Sites or the accuracy of the content, products or services available on such External Sites. Hyperlinks to External Sites do not imply that Collectif Récolte approves or endorses such External Sites. You acknowledge and agree that you assume all risks arising from your use of External Sites. By using the Platform, you expressly release Collectif Récolte from any liability arising from your use of any External Site, and you are bound by the terms of use and privacy policy applicable to such External Sites.

9. General

9.2 Changes to the Terms

To the extent permitted by law, we reserve the right, in our sole and absolute discretion, to change these Terms, or any part thereof, at any time. In the event of a change to these Terms an email will be sent to you to alert you to the changes and the effective date of the amended Terms. The amended Terms will take effect at the time of their publication and will apply to your use of the Platform from that time onwards. Collectif Récolte may refuse access to the Platform in the event of non-compliance with any part of these Terms.

9.3 Language of translation

These Terms also exist in English. However, in case of disparity between the French and English versions of the Terms, the French version shall prevail in order to avoid any interpretations.

9.4 Survival of provisions

Provisions which by their nature should survive termination of these Terms shall survive termination, including provisions relating to ownership and disclaimers and limitations of liability.

9.5 Completeness of the agreement

These Terms supersede any prior agreements between you and Collectif Récolte and constitute the entire agreement between you and Collectif Récolte with respect to the use of the Platform and its content.

9.6 Assignment

You may not assign or transfer these Terms or any rights or obligations hereunder.

9.7 Waiver and severability

The failure of Collectif Récolte to enforce any right or provision of these Terms does not constitute a waiver of the future enforcement of that right or provision. A waiver of such a right or provision will only be effective if it is in writing and signed by a duly authorised representative of Collectif Récolte. Except as expressly provided in these Terms, the exercise by Collectif Récolte of any of its remedies under these Terms shall be without prejudice to its other remedies. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, the remaining provisions of these Terms will remain valid and effective.

9.8 Force majeure

Each party shall be relieved of its obligations to the extent and for the period that it is unable or prevented from performing such obligations by circumstances beyond its control and shall not be liable to the other party for any damages suffered.

9.9 Export regulations

The Platform may be subject to Canadian export control laws. You shall not, directly or indirectly, export, re-export, disseminate the Platform to, or make the Platform available from, any jurisdiction or country to which export, re-export or dissemination is prohibited by law, rule or regulation. You must comply with all applicable federal laws, regulations and rules, and fulfil all required undertakings (including obtaining any necessary export licence or other governmental approval), before exporting, re-exporting, distributing or otherwise making the Platform available outside of Canada.

9.10 Contacting us

If you have any questions about these terms of use for the Platform, or if you have any other comments or feedback, you can write to us at: support@allotomat.com