

Terms and Conditions of Use

Last updated
2024-04-08

This English-language translation of our Terms and Conditions of Use 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 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 rue Cartier, Montréal (Québec) H2H 1X9, and enabling the management of food aid programs (the "**Services**"), as well as (ii) user manuals and other documents or guides relating to the Platform (collectively, the "**Documentation**"). Your access to and use of the Platform and Documentation is in accordance with and subject to the agreement between Collectif Récolte and your employer or other person lawfully controlling your access to the Platform and Documentation (the "**Licensee**"). Please read the following Terms carefully before using the Platform and Documentation.

2. Acceptance of the Terms

By logging in, creating an account on the Platform and checking "**I have read and accept the terms and conditions 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

Subject to your strict compliance with these Terms, Collectif Récolte authorizes you to access and use the Platform, and the content available through the Platform, in accordance with the Documentation, solely for the Licensee's internal business purposes. The foregoing license shall terminate immediately upon the earlier of (i) the expiration or earlier termination of the license

granted by Collectif Récolte to Licensee; or (ii) when you cease to be authorized by Collectif Récolte to use the Platform and the Documentation for any reason or no reason.

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, some information may contain 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 errors, inaccuracies or omissions, we invite you to contact the 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, in a manner contrary to the licence under which the code is available; (iv) remove any proprietary notices from the Platform, the Documentation or the content of the Platform; (v) use the Platform as a service bureau, on a time-sharing basis or in any other way allocated to third parties; (vi) use the Platform contrary to the Documentation; (vii) provide passwords or other connection information to the Platform to third parties; (viii) share functionalities of the Platform 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 which 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 provide you with written notice of any Suspension and 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 practicable after the event giving rise to the Suspension has been rectified. To the extent permitted by law, Collectif Récolte shall not be liable for any damages, liabilities, losses (including any lost profits), or any other consequences that you may incur as a result of any Suspension.

3.5 Security Measures

The Platform may contain technological protection measures to prevent copying and other security measures to prevent unauthorised uses of the Platform, such as uses: (i) beyond the scope of the access granted under clause 3.1 of the Terms; and/or (ii) prohibited under clause 3.4 of the Terms. You must not, and must 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 violation of these Terms and to take appropriate action to bring any such violation to an end. 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 How to Access the Platform

The Platform requires the creation of a user account. To do so, you must complete the account creation procedure by providing up-to-date, 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 at 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

Super-Admin users are created by the service provider [Sigmund](#) :

1. Creation of a user account by Sigmund
2. Receipt of 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 Super-Admin users:

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

4.1.3 Participant Managers

The Participant Manager user is created by the program administrator:

1. Creation of the account on the Platform
2. An email is sent with the access link to activate the account on the Platform
3. The user clicks on the link received by email and enters his/her personal information.

4.2 Account Responsibility

You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to immediately notify Collectif Récolte of any unauthorized 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 can be found in section *10.1 Necessary and appropriate measures* within our Confidentiality Policy.

4.4 Liability in the Event of 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

At no time may you use another person's account, except with the authorization of the account holder as a duly authorized agent.

4.6 Account Deletion

Collectif Récolte reserves the right to delete any account that has been inactive for five (5) years upon notification of 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 about the use of the Platform and about 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) by transfer over the Internet. You agree that Collectif Récolte may use this information for purposes relating to any use of the Platform by you, including, without limitation, in order 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, between the parties, in and on the Platform and the Documentation.

5.2 Aggregated Data

Notwithstanding anything to the contrary herein, Collectif Récolte may monitor your use of the Platform and collect and compile aggregated and anonymized data sets (collectively, the "**Aggregate Data**"). As between the parties, all right, title and interest in and to the Aggregate Data, including all intellectual property rights therein, are owned and controlled 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, publish on or communicate through the Platform or that you provide to Collectif Récolte hereunder (the "**Content**"), with the exception of Feedback (as defined below).

6.2 Responsibility for Content

You acknowledge and agree that you are solely and exclusively responsible for any Content that you provide to the Platform under the terms hereof. 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, licenses, 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 third parties, including intellectual property rights and the right of publicity, the protection of personal information or any law or regulation, Canadian or foreign.

6.3 Prohibitions

At all times when providing, uploading, writing, communicating or otherwise publishing Content on the Platform hereunder, you undertake not to make any representation or generate any Content that may be deemed, 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 representing 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 of 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 declines all responsibility linked to your access to this type of 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, government standards or any other applicable requirements. Collectif Récolte reserves all rights relating to the administration of the Platform, including, without limitation, the right to remove without notice any content that, in Collectif Récolte's sole and absolute discretion, does not comply with the rules set out in this section 6.

7. Non-liability; Limitation of Liability and Absence of Warranty

7.1 Non-liability Clause

IN NO EVENT SHALL COLLECTIF RÉCOLTE BE 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, OR FOR ANY DAMAGE THAT MAY RESULT THEREFROM. COLLECTIF RÉCOLTE MAY, AT ANY TIME AND WITHOUT PRIOR NOTICE, TEMPORARILY INTERRUPT ACCESS TO THE PLATFORM FOR MAINTENANCE PURPOSES AIMED AT ITS SMOOTH OPERATION, 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 OR 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 e-mail to the following address: support@tomat.com

7.2 Absence of Guarantees

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 use of the Platform or certain of its features 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 Récolte to provide the Platform. It is entirely your responsibility to ensure that your system and/or devices will operate correctly with the Platform. You are solely responsible for backing up your own system.

7.3 Limit of Liability

THE USE OF THE INFORMATION AND DOCUMENTS AVAILABLE ON THE PLATFORM IS ENTIRELY AND SOLELY YOUR RESPONSIBILITY, AND YOU ASSUME ALL THE CONSEQUENCES THAT MAY ARISE THEREFROM, WITHOUT COLLECTIF RÉCOLTE BEING HELD LIABLE 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 TAKEN 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 THE LICENSEE UNDER THIS AGREEMENT AND SUBJECT TO ALL LIMITATIONS OF LIABILITY SET FORTH HEREIN.

8. Intellectual Property

8.1 Source Code

In order to contribute to the commons and encourage the development of innovative solutions, Tomat's source code is available under the [MIT licence](#) and can be [accessed online](#). The text of the licence is as follows:

"Copyright © 2023, Collectif Récolte

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE."

You acknowledge and agree that the Platform and Materials are provided to you under license, 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.

You are responsible for protecting the Platform and Documentation (including all copies thereof) from infringement, misappropriation, theft, or unauthorised use or access.

8.2 Platform Content; Reproduction

All original works reproduced or published on the Platform and in the Documentation are protected by copyright. The owner of the copyright in each work reserves all rights therein. 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 partial or total exploitation of any content offered by the Platform, by any process whatsoever, without the prior written authorisation of Collectif Récolte is strictly prohibited. If copying, redistribution or publication of copyrighted material is authorized, no change or deletion of the author attribution, trademark legend or copyright notice shall be made.

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 with purposes other than those permitted in these Conditions.

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 that suggests or recommends 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, 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 in and of 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 Internet sites 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 these External Sites or for the accuracy of the content, products or services available on these 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 and Conditions

To the extent permitted by law, we reserve the right, at our sole and absolute discretion, to change these Terms, or any part of them, at any time. In the event of a change to these Terms, an email will be sent to you to notify you of 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 Translation Language

These Conditions are also available in French. However, in the event of any discrepancy between the French and English versions of the Conditions, 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 Conditions shall survive termination, including provisions relating to ownership and disclaimers and limitations of liability.

9.5 Integrality of the Terms and Conditions

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

9.6 Transfer

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

9.7 Waiver and Severability

Collectif Récolte's failure to enforce any right or provision of these Terms shall not constitute a waiver of any future enforcement of such right or provision. A waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Collectif Récolte. Except as expressly provided in these Terms, Collectif Récolte's exercise of any of its remedies under these Terms will 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 will be released from its obligations to the extent and for the period that it is unable or prevented from performing said obligations by circumstances beyond its control and will 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, distribute the Platform to, or make the Platform available from, any jurisdiction or country to which export, re-export or distribution is prohibited by law, rule or regulation. You must comply with all applicable federal laws, regulations and rules, and fulfill all required undertakings (including obtaining any necessary export license or other governmental approval), before exporting, re-exporting, distributing or otherwise making the Platform available outside of Canada.

9.10 Contact Us

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