

## TERMS OF USE

Welcome to the Merkur Inc. website!

These Terms of Use (the "**Terms of Use**") are a contract between you and Merkur Inc. (the "**Parties**") that governs your access to and use of Merkur's own websites <https://merkur.ca/fr>, <https://emploingenierie.com> and <https://synkro.ca> and the services offered thereon (collectively, the "**Website**"). This agreement is effective from the moment you access the Website and remains in effect until either Party terminates the agreement in accordance with these Terms of Use or any other agreement you have entered into with us, as applicable. By accessing or using the Website, you acknowledge that you have read, understood and agree to be legally bound by our Terms of Use, Privacy Policy and Cookie Policy (collectively, the "**Agreement**"), in addition to complying with all applicable laws and regulations. If you do not agree to these Terms of Use, you are not authorized to access or use the Website or the services offered therein.

When used in these Terms of Use, the words "**Merkur**," "**we**," "**us**," and "**our**" refer to Merkur Inc., including its officers, directors, and employees, with whom you enter into this Agreement. The terms "**you**" or "**your**" refer to the person accessing or using the Website, whether as a visitor or user. If you are entering into this Agreement on behalf of a legal entity, you represent that you have the authority or authority to bind that legal entity to this Agreement, in which case the terms "**you**" or "**your**" refer to that legal entity.

### 1. PRIVACY POLICY

Our Privacy Policy ([\[insert page URL link \]](#)), which describes, among other things, our practices with respect to the handling of personal information (the "**Privacy Policy**"), is incorporated herein by reference and forms an integral part of this Agreement.

### 2. MODIFICATIONS

By accessing or using the Website, you acknowledge and agree that these Terms of Use may be amended in accordance with the provisions set forth below and are encouraged to review them regularly.

We reserve the right to update and modify the Terms of Use at any time without notice. In the event of any changes, we will post the updated version of the Terms of Use on our Website and update the version number and date of the last update in the footer of the document. We therefore encourage you to review our Terms of Use when you visit the Website to obtain notice of the updated Terms of Use in a timely manner. If you do not agree to the updated Terms of Use, please do not use our website. Your continued use of or access to our website following the posting of updated Terms of Use constitutes acceptance of those updated Terms of Use.

### 3. CONTENT

For purposes hereof, "**Content**" means all materials and content made available to users on the Website, including notices, guidelines, communications, text, RSS feeds, graphics, images, illustrations, audio-visual works, multimedia, photographs, videos, music, sound recordings, policies, documents, software, information, data and any other works, including the manner in which such Content is presented.

**Third-Party Content** — Content accessed or available on the Website or via the Internet may be the property of third parties ("**Third-Party Content** ") and may be protected by intellectual property rights, including copyrights, trademarks, or other proprietary rights and laws. Nothing in your use of the Website or in these Terms of Use grants you any right, title or interest in such Third-Party Content, except for the right to use the Website granted to you pursuant to the Terms of Use.

**Third-Party Websites** — The Website may contain links to Third-Party Content on independent third-party websites ("**Third-Party Websites** "). These links are provided for informational purposes only. Merkur is not responsible for the Third-Party Content or the quality, security, availability, completeness, accuracy, compliance with law, and the policies or practices of such Third-Party Websites. We do not endorse or make any representations about Third Party Websites or their content. If you choose to access a Third-Party Website linked to on our website, you do so at your own risk.

### 4. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

**Merkur Content** — Except as otherwise expressly stated, all right, title and interest in and to the Website and any Content, URLs, domain names, source code, processes, trademarks, trade names, logos, product and service names, works or other copyrightable material, whether registered or unregistered, recognized by applicable law, including (a) any enhancements or modifications to any of the foregoing, (b) any application for registration or renewal of any of the foregoing, and (c) licenses and sublicenses for third party intellectual property (collectively, "**Merkur Content**") and all derivative works, translations, and updates of Merkur Content, are the exclusive property of Merkur and are protected by copyright, trademark or other proprietary rights and laws. All rights not expressly granted herein are reserved by Merkur.

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## 5. ACCEPTABLE USE POLICY

**Acceptable Use** — You shall only use the Website and its Content for lawful purposes and in accordance with the rules set forth in this section. If at any time you become aware of a violation of these Terms of Use by any person or entity, you agree to notify us immediately so that we can investigate and, if necessary, stop or remedy such violation.

**Prohibited Uses** — Without limiting the generality of the restrictions set forth below, you agree not to do or permit, directly or indirectly, any of the following in connection with the Website:

- (i) Publish, upload, translate, use, upload, reproduce, distribute or otherwise transmit any Content that:
  - a. Is defamatory, infringing or illegal;
  - b. Is inappropriate, profane, degrading, obscene, indecent or contains information without proper or legally required access controls (for which controls shall not be our liability in any way);
  - c. Gives rise to civil liability or infringes our rights or assists anyone else in infringing our rights or those of others, including copyright infringement, invasion of privacy, trademark infringement or defamation;
  - d. Constitutes threats, harassment, intimidation, abuse, or any conduct that violates the rights of others;
  - e. Constitutes a criminal offence, or participates in or assists others in the commission of a criminal offence;
  - f. Contains a virus, ransomware, Trojan horse, worm, spyware or any other malicious program or software, including web scraping tools;
  - g. Constitutes unauthorized or unsolicited commercial communications, unwanted or mass communications, or other "spam" (whether or not using e-mail services,

including instant messaging, blogging, or comment spam) or is otherwise massive or unsolicited.

- (ii) Disrupt, disable, or threaten the integrity, operation, or security of the Website;
- (iii) Probe, scan or test the vulnerability of the Website or breach its security measures;
- (iv) Disable or circumvent any access control measures or processes or procedures in connection with the Website;
- (v) Sublicense, share, resell, reproduce, copy, distribute, redistribute or exploit for commercial purposes any portion, use or access to the Website, unless expressly authorized by us;
- (vi) Extract, collect, collect or store personal information of third parties without their express consent.

**Remedies** — Without limiting any other rights we may have and subject to any agreement between you and us, Merkur may, without notice, suspend, restrict or terminate your access to and use of the Website and take any other action we deem appropriate if, in our sole and absolute discretion, we determine or believe that you have violated any of the provisions of the Terms of Use.

## 6. DISCLAIMER OF WARRANTIES

USE OF THE WEBSITE AND ITS CONTENT IS PROVIDED WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, INCLUDING AS TO THE CONNECTIVITY, PERFORMANCE, OPERATION, AVAILABILITY, RELIABILITY, TIMELINESS, SECURITY, QUALITY, CAPACITY OR ACCURACY OF THE WEBSITE AND THE CONTENT. IN NO EVENT SHALL MERKUR BE LIABLE FOR ANY DELAYS, INTERRUPTIONS, ACCIDENTAL FAILURES, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS, TELECOMMUNICATIONS NETWORKS OR OTHER SYSTEMS OR NETWORKS THAT ARE OPERATED BY THIRD PARTIES OR BEYOND OUR REASONABLE CONTROL. MERKUR EXPRESSLY DISCLAIMS ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE.

## 7. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER MERKUR NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE WEBSITE OR ANY CONTENT SHALL BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING ACTUAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTIONS, COMPUTER DAMAGE OR SYSTEM FAILURES, ARISING OUT OF OR IN CONNECTION WITH (i) THESE TERMS OF USE AND YOUR USE OF OR INABILITY TO ACCESS OR USE THE WEBSITE, ITS CONTENT AND THE SERVICES OFFERED THEREIN, EVEN IF THE ORGANIZATION HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THESE LIMITATIONS OF LIABILITY AND DAMAGES ARE FUNDAMENTAL ELEMENTS OF THE CONTRACT BETWEEN YOU AND MERKUR. IF APPLICABLE LAW DOES NOT ALLOW ONE OR MORE OF THE LIMITATIONS SET FORTH IN THESE TERMS OF USE, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

## **8. INDEMNISATION**

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold Merkur harmless from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, charges or fees (including all reasonable legal and accounting fees) arising out of or in connection with:

Your breach of these Terms of Use, (ii) any infringement or default arising out of your use of the Website and its Content or (iii) your violation of any law or regulation or third-party right such as intellectual property or privacy rights, other than as expressly permitted hereunder.

Merkur reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You also agree to cooperate fully and reasonably in the defense of any claim, if any.

## **9. APPLICABLE LAW**

This Agreement and the other policies available on the Website shall be governed by and construed in accordance with the laws of the Province of Quebec. All disputes, claims and suits arising out of or in connection with these Terms of Use shall be resolved or adjudicated in Quebec, Canada. You submit to and agree to the exclusive jurisdiction and venue of the courts of the Province of Quebec and the federal courts located in the Province of Quebec.

## **10. CONTACT US**

Any questions or comments regarding the Terms of Use, the Website or our services, including reports of links that do not work, should be submitted in writing to the following address: [rprp@merkur.ca](mailto:rprp@merkur.ca).