



Conditions of use & netiquette

Last update: February 2023

Preliminary Remarks

In this document, the masculine gender is used for the sole purpose of simplifying the text.

Welcome to the official Terms of Use and Netiquette document of the Fête du Lac des Nations Inc (hereinafter "the organization" or "FLN"). By visiting the Web platforms linked to the organization (fetedulacdesnations.com Website, Facebook, Instagram, LinkedIn and TikTok profiles of the Fête du Lac des Nations Inc.), the person using these Web platforms (hereinafter the "User") automatically accepts the conditions and rules - improved and updated every year. In case of disagreement with the rules and conditions, the User must immediately stop using the platforms closely related to the FLN.

If you have any questions about these Terms of Use and other content below, please contact the FLN at info@fetedulacdesnations.com.

Terms and Conditions of use

By visiting fetedulacdesnations.com (hereinafter referred to as the "Website" or "Site"), you (the User) agree to be legally bound by these Terms of Use (hereinafter referred to as the "Terms of Use" or "Terms"), which must be read in conjunction with the Privacy Policy, which forms an integral part of these Terms of Use.

1. Code of Conduct

By using the Site, the User agrees to:

- I. not to use the Site in any way that may violate the Terms;
- II. not to use the Site in a way that may violate the intellectual property rights of third parties or the FLN;
- III. not to use the Site in any way that may spread spam, including, but not limited to, unsolicited advertising or bulk email or messages, including a link to a spam site;
- IV. not present, submit, or provide links to publications containing material that may be considered harmful, obscene, pornographic, sexually explicit, indecent, obscene, violent, abusive, vulgar, threatening, harassing, hateful or otherwise objectionable that includes the image or identity of persons under the age of 18, promotes or portrays or glamorizes the use of drugs (including alcohol and cigarettes), portrays violence as acceptable, glamorous or desirable, or contains personal contact information or other personally identifying information of third parties;
- V. not (i) present, submit or provide, in any way, material that harasses, victimizes, degrades or intimidates any person or people on any basis, including, but not limited to, on the basis of religion, race, gender, sexual orientation or disability and (ii) present, submit or provide any defamatory material;

- VI. not to use the Site in a manner that could spread computer viruses, Trojan horses, worms or any other malicious or non-malicious computer code, files or programs that are designed or intended to interrupt, damage, limit or interfere with the proper working of any software, hardware, or telecommunications equipment in any form owned by fetedulacdesnations.com or any third party, or to damage or gain unauthorized access to any system, data, password or other information of fetedulacdesnations.com, other users of the FLN, or any other third party;
- VII. not impersonate any person or entity, real or fictitious, including any employee or representative of the organization;
- VIII. not to present (i) any content or information that is illegal, fraudulent, defamatory, or otherwise objectionable, or infringes on our intellectual property or any rights of any third party; (ii) any confidential information about the Companies without authorization; or (iii) unsolicited advertisements, solicitations, chain letters, pyramid schemes, surveys, contests, investment opportunities, or any other commercial communications;
- IX. not to engage in "spamming" or "flooding" of email;
- X. not collect or gather information about users of the site;
- XI. not to (i) interfere or attempt to interfere with the proper working of the Site or any activity conducted on the Site, (ii) bypass any measures that may be used by the FLN to prevent or restrict access to the Site or any portion thereof, or (iii) use any manual or automatic software, device, or other process to "crawl" or "spider" any page of the Site;
- XII. use the Services in compliance with all applicable local, state, national and international laws.

2. Ownership of Content and Copyright

The Content of the official FLN website, including the text, layout, photos, computer code and other information found on the site, is the property of the Fête du Lac des Nations Inc. The Content may not be copied, reproduced, displayed, distributed, transmitted, or used in any other way without the written permission of a permanent employee or a member of the FLN Council.

3. External Links

Any external links accessible from the FLN Site may take you to sites not covered by these Terms of Use. The FLN assumes no responsibility for your use of such sites and for the protection of your personal information. It is the User's responsibility to review the terms of use and privacy policies of sites external to the FLN Site.

4. Waiver of warranties

FLN provides the Site and its Content to you "as is" and "as available". FLN attempts to keep the Site up and running, error-free and secure, but your use of the Site is at your own risk. To the fullest extent permitted by law, FLN disclaims all warranties, express or

implied, including any warranties of title, non-violation, accuracy, merchantability, suitability for a particular purpose, or warranties that may arise in connection with course of dealing or usage of trade.

FLN does not guarantee that the Site will always be secure or error-free or that the Site will always operate without interruption, delay or defect. The FLN is not responsible for the actions or information of third parties, and you release the FLN from all claims and damages, known and unknown, arising out of or in any way connected with any claim you have against such third parties.

5. Indemnity

User agrees to defend, indemnify and hold harmless Fête du Lac des Nations Inc. and its directors, officers, employees, affiliates, agents and representatives from and against any and all monetary awards of principal, interest, legal and extrajudicial costs and any other damages, including without limitation, reasonable legal fees incurred by FLN in connection with any claim, suit, action or demand arising out of User's or any other user's failure to comply with your account or these Terms. FLN reserves the right to participate in the defense of any such claim, suit, action or demand and to be represented by counsel of its choice.

6. Limit of Responsibility

In no event shall the FLN be liable to you or any third party, and you hereby knowingly and expressly disclaim all rights to claim direct, indirect, incidental, special or consequential damages and all rights to multiply or increase damages arising from or in connection with the Site, the Content, or any products or services purchased from the Site, even if FLN has been advised of the possibility of such damages, and regardless of whether the claim is based on contract, tort or other legal or equitable theory. Without limiting the foregoing, you expressly acknowledge and agree that we shall have no liability for (a) any failure of another user of the Site to comply with any codes of conduct, (b) any injury or property damage of any kind, whether in contract or tort, arising out of your access to and use of the Site, (c) any unauthorized access to or use of our secure servers and/or any portion thereof and any personal and/or financial information stored thereon (d) any bugs, viruses, worms, Trojan horses, defects, viral time-delay devices or other items of a destructive nature that may be transmitted to or through the Site, (e) any errors, inaccuracies, misstatements or omissions in any content, or (f) any lost, stolen or damaged tickets, or the failure of an intermediary to deliver a ticket. Your sole and exclusive remedy for expressing dissatisfaction with the Site is to discontinue using the Site. The limitations in this section apply even if the essential purpose of any remedy has failed. An essential

element of the basis of the FLN's contract is the allocation of risk between the User and the FLN. The total amount of liability arising out of these Terms or use of the Site shall not exceed one hundred (100) dollars or the amount you have paid us in the last twelve months. In no event shall User's attorneys' fees be awarded or recoverable.

7. Newsletter

When you provide your e-mail address to FLN through the Site, you expressly consent to FLN keeping your e-mail address in its databases or using your e-mail address in its mailing lists to communicate with you. FLN will obtain your consent before sending you any commercial communication, including for the purpose of presenting benefits, news or promotions offered by FLN.

At any time, the User may unsubscribe from the FLN's mailing list by clicking on the link provided at the bottom of the e-mail or by contacting the FLN at the following e-mail address info@fetedulacdesnations.com and indicating that he/she no longer wishes to receive such communications.

Netiquette

The FLN web platforms (Site, email and social networks) are designed to provide a healthy environment for cordial and harmonious discussions in a spirit of openness and transparency. The Site, email, Facebook page, Instagram account, TikTok account and LinkedIn account of the FLN (hereinafter Platforms) are spaces for Users to exchange views. In order to maintain a respectful climate and constructive exchanges, FLN requests that its Users respect the following:

- i. Polite and profanity-free language is requested in all communications between Users and the Platforms;
- ii. Comments left on the Platforms must be relevant, in relation to the content of the topics already published and in respect of other Users;
- iii. Hateful, racist, sexist, abusive, disgraceful, homophobic, biphobic, lesbophobic, transphobic, grossophobic or xenophobic comments are not tolerated and will be automatically deleted;
- iv. Vulgar, rude, aggressive, disrespectful or discriminatory language is not tolerated and will be automatically deleted;
- v. Personal or defamatory attacks or disrespect for the privacy of others will not be tolerated and will be deleted automatically;
- vi. Any advertising or promotional solicitation in any form that has not received prior authorization will be automatically deleted;
- vii. Any political message from an individual or organization to promote a particular agenda, to solicit support, will be automatically deleted;

- viii. Any form of threat or incitement to physical or verbal violence will not be tolerated and any comment opposing it will be automatically deleted;
- ix. Repeated postings, abuse of typed sentences in capital letters, or spamming will be deleted automatically;
- x. Hyperlinks deemed irrelevant by the organization will be deleted automatically;
- xi. The publication of personal information about the User or another user may be automatically deleted for security reasons;
- xii. Resale of tickets at a price higher than the selling price determined by the FLN is prohibited by law. Any content mentioning the resale of tickets may be automatically deleted.

FLN reserves the right to hide, delete or request the removal of any content that is deemed inappropriate or disregards this netiquette without notice. In case of significant or repeated abuse, we also reserve the right to ban a User from the Platforms.