

### **Terms and conditions of use of the website**

**This document contains important information about your rights and obligations. as well as any conditions, limitations and exclusions that may apply to you. Please read it carefully.**

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These Terms and Conditions of Use for the foubouffe.com website are a legal agreement between you (the "**User**" or "**you**") and fou d'la bouffe Inc. ("**fou d'la bouffe**"), ("**we**", "**us**" or "**our**") The terms and conditions set forth in this document and any other documents and/or terms it incorporates by reference (collectively, these "**Website Terms and Conditions of Use**," ) govern your access to and use of the foubouffe.com website or any subdomains, replacement sites, web applications, mobile applications or other platforms and devices ("**Site**," ) including any content, features or services offered on and through the Site associated therewith (collectively, including the Site, "**Website**").

**BY USING THE fou d'la bouffe WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF WEBSITE USE AND OUR PRIVACY POLICY. AVAILABLE AT <https://foubouffe.com/politique-de-confidentialite> AND TO COMPLY WITH THEM.**

By using the fou d'la bouffe Web Site, you represent and warrant that you are of the legal age of majority to form a binding contract with fou d'la bouffe and that you meet all eligibility requirements set forth herein. If you do not meet all of these requirements, you may not may not use or access the fou d'la bouffe Website.

These Website Terms and Conditions of Use and Privacy Policy govern your access to and use of the fou d'la bouffe Website and any related features, and authorize you to fou d'la bouffe to provide the products and services available through the fou d'la bouffe Website. For visit applicable terms and conditions governing online purchases or services received through the fou d'la bouffe website, please refer to the Terms and Conditions of Sale.

#### **Changes to the Terms and Conditions of Use of the fou d'la bouffe Website**

We reserve the right, at our sole discretion, to revise and update these Terms and Conditions of Website Use from time to time. Any changes to the Terms and Conditions of Sale will be effective immediately upon posting on the Website. fou d'la bouffe and shall apply to all access to and continued use of the fou d'la bouffe Website. You agree to periodically review the Terms and Conditions of Use of the Website in the Your continued use of the fou d'la bouffe Website and your Account constitutes your acceptance of any such changes.

The information and documents on this Site web fou d'la bouffe, and the Site web fou d'la bouffe itself, may be changed, removed or discontinued at any time at our sole discretion and without notice. We are not responsible if, for any reason, the fou d'la bouffe Website is

fully or partially restricted to users or unavailable at any time and for any reason any period of time. Your use of the fou d'la bouffe Website, account setup and security The security of your personal information is very important to us. We use physical, electronic and managerial measures designed to safeguard your personal information against accidental loss and against unauthorized access, use, alteration or disclosure.

The security and safety of your information also depend on you. You are responsible for obtaining your own access to the fou d'la bouffe Web Site. You are responsible for ensuring that all persons who access the Website fou d'la bouffe through your Internet connection are informed of these Terms and Conditions of Use of the Website and that they comply with them. The Website fou d'la bouffe as well as certain contents and sections of the Website fou d'la bouffe may require the user's registration, including, but not limited to, the creation of your Account (as defined below). It is a condition of your use of the fou d'la bouffe Web Site that all information you enter on the fou d'la bouffe Web Site is correct, current and complete.

Unfortunately, the transmission of information via the Internet is not entirely secure. While we will do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to us.

Website fou d'la bouffe. Any transmission of personal information is at your own risk. We are not responsible for the circumvention of any privacy settings or measures. security measures contained on the fou d'la bouffe website.

By providing registration information and any submissions you make to the fou d'la bouffe website via any feature, such as applications, chat rooms, e-mail, bulletin boards, or web pages, profiles, forums, interest group bulletin boards or any other interactive feature (collectively, the "**Interactive Features**"), you consent to any actions we take with respect to such information in accordance with our Privacy Policy, which you can find at <https://foubouffe.com/politique-de-confidentialite>.

Although you may use the fou d'la bouffe Website and the products and services provided therein as a guest, the creation of an account on the fou d'la bouffe Website (the "**Account**") is required to access all functionalities. You are solely responsible for maintaining your Account, your password and the confidentiality of your password. You are responsible for restricting access to your Account. If you have forgotten your password, click on the "Forgot your password?" link on the login page and follow the on-screen instructions to reset it.

You agree that you are responsible for all activities that occur under your Account or through the use of your password by you or others. This includes payments and purchases made through your Account. If you believe that a third party has obtained or guessed your password, please use the password reset function on the website as soon as possible to obtain a new password.

Any login, password or other information chosen by you or provided by you in accordance with our security procedures must be treated as confidential, and you must not disclose it to any person or entity. You should exercise caution when accessing your account from a public or shared computer so that others do not

can see or take note of your password or other personal information. You understand and agree that if you have an Account, your Account is personal to you and you agree not to provide anyone with access to the fou d'la bouffe website or any portion thereof requiring your login, password or other security information. You agree to notify us immediately of any unauthorized access or use of your login or password or any other breach of security. You also agree to ensure that you log out of your Account at the end of each session. You you are fully responsible for any misuse of your password and any unauthorized access.

We reserve the right at any time and from time to time to terminate or deactivate your account, username, password or other identifier, whether chosen by you or provided by us, in our sole discretion and for any reason, including any breach of any provision of these Terms and Conditions of Website Use.

You are prohibited from attempting to circumvent or violate the security of this fou d'la bouffe Web Site, including, but not limited to: (a) accessing content or data not intended for you; (b) attempting to breach or violating security and/or authentication measures that are not authorized; (c) restricting, disrupting or disabling service to users, hosts and networks; (d) unlawfully reproducing the TCP/IP packet agreement; (e) disrupting the services of the fou d'la bouffe Web Site; or (f) otherwise violating the security of the fou d'la bouffe Web Site.

(f) use any robot, spider, or other automatic device, procedure, or means to access the fou d'la bouffe Web Site for any purpose, including to monitor or make copies of material on the fou d'la bouffe Web Site; (g) introduce any virus, Trojan horse, worm, logic bomb, or other malicious or technologically harmful material; (h) attack the fou d'la bouffe Web Site or any portion of the fou d'la bouffe Web Site; or (i) modify, alter, or delete any portion of the fou d'la bouffe Web Site. crazy d'la bouffe by denial of service attack, distributed denial of service attack, overloading, flooding or mail bombing, or outages; and (i) otherwise attempt to interfere with with the proper functioning of the Website fou d'la bouffe.

### **Intellectual property rights and ownership**

You understand and agree that the fou d'la bouffe website and all of its content and functions, including, but not limited to, all information, software, code, data, text, displays, graphics, photographs, images, video, audio, music, broadcasts, design, presentation, layout, arrangement and selection of the website, are the property of fou d'la bouffe, its licensors, or the suppliers of this material, and are protected by all intellectual property laws, including, without limitation, copyright, trademark, and other intellectual property rights. patents, trade secrets, or any other intellectual property rights.

The fou d'la bouffe name, all its registered trademarks, the fou d'la bouffe logo and all related names, logos, product and service names, designs, images and slogans are registered trademarks of fou d'la bouffe, its affiliates and licensors. You may not use these marks without the written permission of fou d'la bouffe. Other names, logos, product and service names, designs, images and slogans mentioned or appearing on the fou d'la bouffe Website are the property of their respective owners. trademarks of their respective owners. Use of these properties, except as expressly authorized, constitutes infringement of the owner's proprietary rights and may be a violation of federal or other law and could subject the infringer to civil and criminal penalties.

legal actions.

fou d'la bouffe hereby grants you a personal, non-transferable, non-exclusive, revocable, limited right to access the fou d'la bouffe Website for your personal, non-commercial use. Except for the limited license expressly granted to you under these Website Terms and Conditions of Use, you are not granted any rights in the intellectual property of fou d'la bouffe. You may use the Website fou d'la bouffe only for your personal, non-commercial use. You may not directly or indirectly reproduce, compile for an internal database, distribute, modify, publicly display, republish, download, store or transmit any material from the fou d'la bouffe Website, or create derivative works therefrom, in any form of media, except :

- (a) your computer or browser may temporarily store or cache copies of the material you access and view.
- (b) when social media platforms are linked to certain content on the Site web fou d'la bouffe, you may take the actions authorized by the Site fou d'la bouffe and the third-party social media platform.

You may not modify copies of any material on the fou d'la bouffe Web Site or remove or alter any copyright, trademark or other proprietary notices from copies of material on this site. You may not use any portion of the Web Site fou d'la bouffe or any services or materials available through the fou d'la bouffe Web Site for commercial purposes, or to access them for such purposes.

If you print off, copy or download any part of our fou d'la bouffe Website in breach of these Website Terms and Conditions of Use, your right to use the fou d'la bouffe Website will cease immediately and you must, at our discretion, return or destroy any copies of the materials you have made. You have no right, title or interest in or to the Website.

fou d'la bouffe, or any content on the fou d'la bouffe Website, and fou d'la bouffe reserves all rights no expressly granted. Any use of the fou d'la bouffe Website not expressly permitted by these Website Terms and Conditions of Use is a violation of these Website Terms and Conditions of Use and may violate copyright, trademark and other intellectual property or proprietary rights laws.

### **Terms and conditions of use of the fou d'la bouffe loyalty program**

#### **Membership and eligibility**

The fou d'la bouffe Loyalty Program (the "**Program**") is available to all those who have an Account on the [fou d'la bouffe Website](#). You are automatically enrolled in the Program when you subscribe to fou d'la bouffe and create an Account on the Website. Officers, directors, employees, agents and representatives of fou d'la bouffe and its affiliates are eligible to participate in the Program, but may be excluded from certain promotions.

#### **Loyalty points**

Loyalty Points are points with a monetary value that you can use to obtain discounts on all our products. They are awarded based on your purchases and the actions you take.

We use the Loyalty Points you earn as a fou d'la bouffe subscriber to recognize your commitment and participation. If we cancel part of your order, if you request a partial or full refund, or if you make changes to an order confirmed with our customer service department, the quantity of Loyalty Points awarded will be adjusted at a later date. Accumulated Loyalty Points are reserved for the associated Account and cannot be transferred to other fou d'la bouffe members. Available Loyalty Points never expire and can be used at any time, unless your account has been deleted by you or at your request.

### **How to use Loyalty Points**

There is no minimum amount of Loyalty Points required to obtain a discount. You can use your Loyalty Points at any time to obtain discounts on any product, even if you have only accumulated one Loyalty Point.

The number of Loyalty Points required for a discount will be indicated for each product. Once you have used your Loyalty Points, the transaction is final and cannot be corrected.

### **Changes to the fou d'la bouffe loyalty program**

We reserve the right to modify the terms and conditions applicable to your participation in the fou d'la bouffe Loyalty Program. The following items may be subject to change over time:

- (a) Program eligibility requirements ;
  
- (b) Our Privacy Policy explains how we handle your personal information in connection with your use of the Fou d'la bouffe Website and the Fou d'la bouffe Rewards Program.

Program eligibility requirements ;

Our Privacy Policy explaining how we handle your personal information in connection with your use of the fou d'la bouffe Website and the fou d'la bouffe Loyalty Program. Any changes will take effect as soon as they are posted on the fou d'la bouffe Website. If you have any questions about the fou d'la bouffe Loyalty Program, please contact customer service at [support@foubouffe.com](mailto:support@foubouffe.com).

### **Fou d'la bouffe Associate Affiliate Program Terms of Use**

Acceptance of terms: By using our affiliate program ' **Fou d'la bouffe Associate** ', you accept the terms and conditions stated in this document.

If you do not agree to these terms, you must immediately stop using our affiliate program.

Eligibility: To be eligible for our affiliate program, you must be at least 18 years old and have an account with us.

PayPal active to receive commission payments.

Affiliate links: When you sign up for our affiliate program, we'll provide you with a unique affiliate link. You are responsible for the integrity and accuracy of your affiliate link.

**Taxes:** As an affiliate, you are responsible for all taxes and other charges that may arise as a result of commissions generated by the affiliate program.

**Liability:** It is your responsibility as an affiliate to comply with all local, state, federal and international laws. We will not be held responsible for the acts or omissions of our affiliates.

**Fraud:** We have the right to suspend or terminate your account if we suspect that you are involved in fraudulent activities. This may include, but is not limited to, manipulating clicks to generate additional commissions.

**Modification of terms:** We reserve the right to modify the terms and conditions of our affiliate program at any time. These modifications will be effective as soon as they are published on our website.

**Termination:** We have the right to terminate your membership at any time, for any reason, with or without notice.

By participating in our affiliate program, you acknowledge that you have read and understood these terms and conditions and agree to abide by them.

Violation of these conditions may result in the suspension or termination of your affiliate account and the loss of all commissions earned.

### **Electronic communications**

When you visit the fou d'la bouffe website, send us e-mails or chat with us, you are communicating with us electronically and you hereby consent to receive electronic communications from us. We may communicate with you by e-mail or by posting notices on this web site. You agree that all agreements, notices, information and other communications that we send to you electronically satisfy any legal requirement that such communications be in writing.

When you create your Account, you can opt to receive messages by text message. fou d'la bouffe for any notifications or updates related to your Account. Please note that if you agree to receive SMS messages, the frequency of the messages may vary, and you may always reply "STOP" to cancel SMS messages. Please note that Standard message and data rates may apply. Please note that carriers and deliverers are not responsible for any delayed or unsent messages. fou d'la bouffe will never sell your data.

### **Terms of use and user submissions**

You agree as a condition of access and use that you may not use the Website fou d'la bouffe only for lawful purposes consistent with these Terms and Conditions of Website Use.

The following content standards apply to any content, material or information you submit, publish, display or transmit (collectively "**submit**") to the Site

web fou d'la bouffe, to other users or other persons (collectively, the "**User Submissions**") and any Interactive Features. All **User Submissions** must comply with all applicable federal, provincial, local and international laws, regulations and terms of service.

Without limiting the foregoing, you warrant and agree that your use of the fou d'la bouffe Website and any User Submission will not :

- (a) Violate in any way any federal, provincial, local or international laws or regulations, including, without limitation, any laws regarding the export of data or software, patents, trademarks, trade secrets, copyrights or other intellectual property, legal rights (including rights of publicity or privacy of others) or contain any material that could give rise to civil or criminal liability under applicable laws and regulations or otherwise conflict with these Website Terms and Conditions of Use or our Privacy Policy found at <https://foubouffe.com/politique-de-confidentialite>.
- (b) Violate in any way the terms of use of any third party web site that may be linked to the fou d'la bouffe Website, including, without limitation, any third-party social networking websites.
- (c) Include or contain any material that is exploitative, obscene, harmful, threatening, abusive, vexatious, hateful, defamatory, sexually explicit or pornographic, violent, profane or discriminatory on the basis of race, gender, religion, nationality, disability, sexual orientation, age or any other basis prohibited by law or otherwise objectionable, as determined by fou d'la bouffe in its sole discretion.
- (d) Include harassment, attempts to exploit or harm any individual (including minors) in any way by exposing them to inappropriate content or otherwise, or soliciting for personal information as prohibited by applicable laws, regulations and codes.
- (e) Include, provide or support any false, erroneous or misleading information.
- (f) Include sending, receiving (knowingly), uploading, downloading, using or reusing any material that does not comply with the terms and conditions set forth herein.
- (g) Impersonate or attempt to impersonate fou d'la bouffe, any fou d'la bouffe employee, any other user, or any other person or entity (including, without limitation, by use of trade dress or trade names).  
or pseudonyms associated with them)
- (h) Transmit or facilitate the sending of any advertising or promotion without our written consent or any sale, or encourage any other activity

including, without limitation, any junk mail, spam, chain letters, contests, sweepstakes or other sales promotions, exchanges, advertisements or similar solicitations.

- (i) Encourage any conduct that restricts or inhibits the use or enjoyment of the fou d'la bouffe Website from anyone or which, as we determine, could harm fou d'la bouffe and its users or involve their legal liability.
- (j) To cause unnecessary annoyance, inconvenience or anxiety to any person, or to be likely to annoy, embarrass or alarm them.
- (k) Promote any illegal activity or advocate, promote or facilitate any illegitimate act.
- (l) Give the impression that they come from us or any other person or entity or that they are endorsed by us or any other person or entity when this is not the case.

#### **User submissions: licensing**

The fou d'la bouffe Website may contain interactive features that facilitate User Submissions to or through the fou d'la bouffe Website.

None of the User Submissions you submit to the fou d'la bouffe Website will be subject to any obligation of confidence on the part of fou d'la bouffe. By submitting any User Submission to the fou d'la bouffe Website, you grant to us and our affiliates and service providers and all of their respective owners, successors and assigns the right to a worldwide, royalty-free, perpetual, irrevocable, non-exclusive license to reproduce, modify, display, exhibit, distribute or otherwise disclose to third parties any material for any purpose and according to your Account settings and/or for incorporation of such material into any form, medium or technology throughout the world without compensation to you. You further assign any moral rights or other rights of authorship as a condition of submitting any User Submission.

By submitting User Submissions, you represent and warrant that you own and have the necessary rights to submit User Submissions and that you have the right to assign the license thereto to us, our affiliates and our service providers, and to the fullest extent applicable, to each of us and their respective owners, successors and assigns, and that you are in compliance with these Website Terms and Conditions of Use.

You understand and agree that you (not fou d'la bouffe nor its parent, subsidiaries, affiliates, nor any of its officers, directors, employees, agents, service providers, contractors, licensors, licensees, suppliers, and successors) will have no liability for any loss, damage, or expense incurred by you as a result of your use of this site.

respectively) are entirely responsible for any User Submission you submit or contribute, and you are entirely responsible and legally liable, also to any third party, for such content and its accuracy. We will not be responsible or legally liable to any third party for the content or accuracy of any User Submission you submit or that any other person makes.



user of the website fou d'la bouffe submits.

### **Site monitoring and enforcement, suspension and termination**

fou d'la bouffe has the right to perform the following actions (collectively "Management Activity") without predisposition or notice:

- Remove or refuse to publish any User Submission on the fou d'la bouffe Website for any reason at our sole discretion;
- Take such actions with respect to User Submissions at any time as we deem appropriate or necessary in our sole discretion, including, but not limited to, breach of the requirements for the fou d'la bouffe Website and User Submissions set forth in these Terms and Conditions; and website terms of use ;
- Take appropriate legal action, including, but not limited to, referral to law enforcement or regulatory authorities or notification of the affected party of any prohibited or unlawful use of the fou d'la bouffe website. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court orders requiring us to disclose the identity or any other information information of any person who publishes material on or through the Website fou d'la bouffe ;
- Terminate or suspend your access to all or part of the fou d'la bouffe Website for any reason, including, without limitation, any breach of these Terms and Conditions of Website Use.

YOU LET GO of fou d'la bouffe, ITS PARENT COMPANY, ITS SUBSIDIARIES, ITS AFFILIATES AND EACH OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, SUPPLIERS AND SUCCESSORS RESPONSIBLE FOR ALL CLAIMS RESULTING FROM ANY MANAGEMENT ACTIVITIES OR OTHER ACTIONS TAKEN BY fou d'la bouffe AND ALL AFFECTED PARTIES ABOVE RELATING TO ANY INVESTIGATION BY fou d'la bouffe, THE PARTIES SET FORTH ABOVE OR THE POLICE AND LEGAL AUTHORITIES, AND YOU WAIVE ANY CLAIM BY THIS TYPE.

We have no obligation or liability to any party to monitor the fou d'la bouffe Web Site and its use, and we cannot undertake to review material that you or any other user submits to the fou d'la bouffe Web Site. We cannot ensure the expeditious removal of any objectionable material after it has been posted and we have no control over its content. no responsibility for any action or inaction with respect to transmissions, communications and content provided by any user or third party subject to applicable laws.

### **Non-reliability**

The content on our fou d'la bouffe Website is provided for general information purposes only. The content is not intended to constitute advice on which you should rely. You

should obtain more specific or professional recommendations before doing/not doing any action or inaction based on the content of our site.

While we endeavor to keep the information on the fou d'la bouffe Website current, no representation or warranty, express or implied, is made that the content on the fou d'la bouffe Website is accurate, complete or current. Your use of the fou d'la bouffe Web Site is at your own risk; neither fou d'la bouffe nor its parent company, subsidiaries, affiliates nor any of its officers, directors, employees, agents, service providers, contractors, licensors, licensors or suppliers will be liable for any direct, indirect, incidental, special, consequential or punitive damages arising out of or in connection with your use of the fou d'la bouffe Web Site.

and their respective licensors, licensees, suppliers and successors shall have no liability whatsoever for your use of the fou d'la bouffe Website.

The fou d'la bouffe Website may include content from third parties, including content from other users or third party licensors. Any statement or opinion expressed in this third-party content, other than content provided by fou d'la bouffe, are the opinions and the sole responsibility of the person or entity providing the material. This material does not necessarily represent the opinion of fou d'la bouffe. Neither fou d'la bouffe nor its parent company, subsidiaries, affiliates or any of its officers, directors, employees, agents, service providers, contractors, licensors, licensees, suppliers and respective successors have no liability whatsoever to you or any third party for the content or accuracy of any third party materials.

## **Privacy**

By submitting your personal information and using the fou d'la bouffe Web Site, you consent to the collection, use, reproduction, hosting and disclosure of such user content in accordance with our Privacy Policy found at <https://foubouffe.com/politique-de-confidentialite>, as we consider it.

as necessary for the use of the fou d'la bouffe Website and for the provision of the products and services set forth in the fou d'la bouffe Terms and Conditions of Sale.

By using this fou d'la bouffe website, you consent to the use of cookies, which enable the server to remember past requests, registrations and/or IP addresses in order to analyze website usage patterns. You can set your web browser to notify you of cookies, giving you the option of accepting or rejecting them. You can also activate the function to disable cookies on your web browser. However, if you do so,

some parts of the fou d'la bouffe website may not function properly. For more information about these automatic information collection practices, please see our Privacy Policy at <https://foubouffe.com/politique-de-confidentialite>.

## **Third-party website**

For your convenience, the Site web fou d'la bouffe may provide links or pointers to third-party sites. We make no representations whatsoever about any other Web site which you may access through the Site web fou d'la bouffe. If you decide to access such sites, you do so at your own risk. We have no control over the content of these third-party sites and accept no responsibility for them or for any loss or damage arising from your use of them. You are subject to the terms and conditions of such third-party sites.

These links to third-party sites from the fou d'la bouffe website may include links to

social media functions that allow you to link or transmit certain content fou d'la bouffe website yourself or by using certain third-party sites. You may use these features when they are provided by us and only in connection with identified content. You may link to our home page, provided you do so in a fair, legal manner that does not tarnish our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement of our part when such is not the case. The fou d'la bouffe web site may not be linked to any other web site and you may not create a link to any part of our site other than to the fou d'la bouffe web page. as stated above. We reserve the right to revoke the right to link without notice. The site you link to must comply in all respects with the section of this document entitled "Terms of Use and User Submissions." You agree to cooperate with us to ensure that any unauthorized linking ceases immediately.

### **Online shopping**

All orders, purchases or transactions for the sale of products and services offered on the Site web fou d'la bouffe and engaging in the use of the Site web fou d'la bouffe are subject to the Terms and Conditions of Sale, found at <https://foubouffe.com/terms-of-use-fr/>.

To the extent that there are additional terms and conditions that may apply to specific parts and functions of the fou d'la bouffe Web Site, they are incorporated by reference into these Terms and Conditions of Web Site Use.

### **Geographical restrictions**

The owner of the Site web fou d'la bouffe is based in the province of Quebec, Canada. We provide the Website fou d'la bouffe for the use of persons located in Canada only. The Website fou d'la bouffe is not intended for use in any jurisdiction where its use is not authorized. If you access the fou d'la bouffe Web Site from outside Canada, you do so at your own risk and are responsible for compliance with local laws in your jurisdiction.

### **Warranty exclusions**

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE fou d'la bouffe WEB SITE, ITS CONTENT AND ANY SERVICE OR ITEM FOUND OR OBTAINED THROUGH THE fou d'la bouffe WEB SITE IS AT YOUR OWN RISK. THE fou d'la bouffe WEB SITE, ITS CONTENTS AND ANY SERVICE OR ITEM FOUND OR OBTAINED THROUGH THE fou d'la bouffe WEB SITE ARE PROVIDED "AS IS" AND AS AVAILABLE.

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RESPECTIVE SUCCESSORS MAKE NO WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS AS TO COMPLETENESS, SAFETY, RELIABILITY, SUITABILITY, ACCURACY, THE TIMELINESS OR AVAILABILITY OF THE FOU D'LA BOUFFE WEBSITE OR ITS CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER FOU D'LA BOUFFE, FOU D'LA BOUFFE INC NOR ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES OR RELATED COMPANIES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. NOR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS AND SUCCESSORS REPRESENT OR WARRANT THAT THE FOU D'LA BOUFFE WEBSITE, ITS CONTENT, THE SERVICES OR THE ITEMS FINDED OR OBTAINED THROUGH THE FOU D'LA BOUFFE WEBSITE WILL NOT BE EXACT, RELIABLE, ERROR-FREE, OR ININTERRUPTED, NOR WILL THE DEFECTS BE CORRECTED OR THE FOU D'LA BOUFFE WEBSITE OR THE FOU D'LA BOUFFE WEBSITE BE FIXED. THE SERVER PROVIDING ACCESS TO IT ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS.

WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT THE FILES OR DATA AVAILABLE FOR DOWNLOAD FROM THE FOU D'LA BOUFFE WEBSITE WILL NOT BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ASSUME SOLE RESPONSIBILITY OF YOUR USE OF THE fou d'la bouffe WEB SITE, YOUR COMPUTER, YOUR INTERNET AND THE SECURITY OF YOUR DATA. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DENIAL OF SERVICE ATTACK, DISTRIBUTED DENIAL OF SERVICE ATTACK, OVERLOADING, FLOODING OR MAIL BOMBING, OR ANY FAILURE, COMPUTER VIRUS, TROJAN HORSE, WORM, LOGIC BOMB OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY RIGHTS CAUSED BY YOUR USE OF THE FOU D'LA BOUFFE WEBSITE, ITS CONTENT AND ANY SERVICE OR ITEM FOUND OR OBTAINED THROUGH THE FOU D'LA BOUFFE WEBSITE OR YOUR DOWNLOAD OF ANY DOCUMENT PUBLISHED THEREON OR PUBLISHED ON ANY RELATED SITE.

### **Limitation of liability**

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES WILL THE UNDER ANY CIRCUMSTANCES FOU D'LA BOUFFE, ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES OR ANY FROM ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS AND SUCCESSORS SHALL NOT BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH OR DAMAGES OF ANY KIND UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF CONFIDENTIALITY, OR OTHERWISE, EVEN IF THE PARTY HAD ALLEGEDLY BEEN ADVISED OF, OR HAD REASON TO KNOW OF, THE POSSIBILITY OF SUCH DAMAGES. ARISING FROM YOUR USE OF THE FOU D'LA BOUFFE WEBSITE, FROM YOUR INABILITY TO FROM

USE OF, OR RELIANCE ON, IT, ANY LINKED WEB SITE, OR ANY THIRD PARTY SITE, CONTENT, DOCUMENT, PUBLICATION OR INFORMATION OF THE WEBSITE FOU D'LA BOUFFE EVEN IF THE PARTY ALLEGEDLY HAD NOTICE OF IT, OR HAD REASON TO KNOW OF IT.

### **Compensation**

To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold harmless to release fou d'la bouffe, its parent, subsidiaries and affiliates, and each of their respective officers, directors, employees, agents, service providers, contractors, licensors, licensees, suppliers, successors and assigns from and against any and all claims, liabilities, damages, judgments, awards, losses, expenses or costs (including reasonable attorneys' fees) arising out of your breach of these Terms and Conditions, and or your use of the fou d'la bouffe Website, including, but not limited to, your User Submissions, third party sites or any other content that you may submit to us. use of the content, services and products of the fou d'la bouffe Website other than as expressly authorized in these Website Terms and Conditions of Use or the Terms and Conditions of Use of the fou d'la bouffe Website. conditions of sale.

### **Applicable law and jurisdiction**

The fou d'la bouffe Website and these Website Terms and Conditions of Use shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada and the laws of Canada applicable therein, without giving effect to any choice of law rules, conflicts of law rules, provisions or principles (whether of the laws of the Province of Quebec or of any jurisdiction) and notwithstanding your domicile, place of residence or actual location. Any action or proceeding arising out of or relating to the fou d'la bouffe Website and under these Website Terms and Conditions of Use shall be brought in the courts of the Province of Quebec and/or the Federal Court of Canada, and each party irrevocably submits to the jurisdiction of such courts for any such action or proceeding. You waive any objection to the exercise of jurisdiction over you by such courts and to the venue of such courts.

### **Waiver**

Our exercise or failure to exercise, or delay in exercising, any right, remedy, power or privilege arising under these Terms and Conditions of Website Use shall not constitute a waiver by us of such right or remedy, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any subsequent exercise of such or any other right, remedy, power or privilege.

### **Dissociability**

If any term or provision of these Terms and Conditions of Website Use is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms and Conditions of Website Use or invalidate or render unenforceable any term or provision of these Terms and Conditions of Website Use.

provision in any other jurisdiction.

### **Full agreement**

Except as otherwise provided in this Agreement, the Terms and Conditions of Website Use and our Privacy Policy constitute the entire agreement between you and us with respect to the subject matter hereof.

between you and fou d'la bouffe in connection with the fou d'la bouffe Website and supersedes any prior or contemporaneous understandings, agreements, representations or warranties, whether written or oral, regarding the fou d'la bouffe Website.

the subject of this agreement.

### **Non-rights of third parties**

Nothing set forth in these Website Terms and Conditions of Use and nothing referred to in these Website Terms and Conditions of Use shall be construed as conferring upon any person other than the parties to these Website Terms and Conditions of Use any equitable right, remedy or claim under these Website Terms and Conditions of Use and its terms.

provisions, except for (a) fou d'la bouffe's parent, subsidiaries and affiliates and (b) its officers, directors, employees, agents, service providers, contractors, licensors, licensees, suppliers and successors, all of whom shall be entitled to the full benefit of all disclaimers, exclusions and limitations of liability, and all other rights and remedies described in these Website Terms and Conditions of Use from which they may benefit or be entitled to benefit.

### **Contact**

The Website fou d'la bouffe is operated by FOU D'LA BOUFFE Inc. located at 985 Av. Taniata, Saint-Jean-Chrysostome, QC G6Z 3G9

Any notice or request concerning copyright infringement must be sent to fou d'la bouffe at support@foubouffe.com.

If you are aware of any misuse of the fou d'la bouffe Website, including any defamatory behavior, please report it to fou d'la bouffe at support@foubouffe.com.

All other comments, questions, requests for technical support or other communications relating to the Website should be sent to the e-mail address support@foubouffe.com.

**Updated July 15, 2023.**

## TERMS AND CONDITIONS OF SALE

**This document contains important information about your rights and obligations, as well as the conditions, limitations and exclusions that may apply to you. Please read it carefully.**

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These terms and conditions of sale (the "**Terms and Conditions of Sale**") are a legal agreement between you and a third party.

(the "**User**" or "**you**") and **fou d'la bouffe inc.** ("**fou d'la bouffe**", "us" or "our") with respect to the terms and conditions of use.

associated with meals prepared in accordance with the plan to which you have subscribed, grocery items and other food products (the "Products") available for purchase and delivery from time to time (the "Delivery Service")

either through a recurring weekly subscription (the "**Subscription**"), or for **one-off purchases**,

on the foubouffe.com website or on any other subdomains, replacement sites, web applications, mobile applications

or other platforms and devices associated therewith (collectively, the "**Crazy Food Website**").

The fou d'la bouffe website and all its services

provided at any time and from time to time by or on behalf of fou d'la bouffe (including the Delivery Service) shall hereinafter be collectively referred to as the "**Service**". When used

In this document, the term "person(s)" refers to individuals and entities.

The Terms and Conditions of Sale apply to persons purchasing or accessing the Products and/or the Service. Please read these Terms and Conditions of Sale carefully before purchasing the Products or Service or accessing the Products and/or Service.

Products or Service. By accessing the fou d'la bouffe Website, creating your Account (as defined below) and/or each time you place an Order (as defined below), you agree to all of the terms and conditions set forth in these Terms and Conditions of Use.

sale. If at any time you do not or are unable to accept these Terms and Conditions of Sale, you must cease using the Service and cancel your Subscription, and you will no longer be able to create an Account or order Products or the Service. Your continued use of your Account or access to the Service following any changes or updates to these Terms and Conditions of Sale will mean you accept the revised Terms and Conditions of Sale.

Please also carefully review the (i) Terms of use of the website at

<https://foubouffe.com/terms-of-use-fr/> and the (ii) Privacy policy.

to <https://foubouffe.com/politique-de-confidentialite> because using the website

fou d'la bouffe, you agree to be bound by and comply with the Website Terms of Use and Privacy Policy. If you do not agree to the Terms of Use of the

website or the Privacy Policy, you may not access the fou d'la bouffe website. We recommend that you print a copy of these Terms and Conditions of Sale, the Website Terms of Use and the Privacy Policy for your reference.

at a later date.

### **Compliance with Canada's Anti-Spam Legislation**

As part of the Services and Products you purchase from fou d'la bouffe, you may receive

"commercial electronic messages." The term "commercial electronic messages" (also known as CEMs) refers to any message sent to a specific address.

electronic communication whose primary or secondary purpose is to encourage the User to participate in a commercial activity.

By way of illustration, CME includes, without limitation, messages that offer to sell goods or services, that contain advertisements relating to some present or future products or services offered by fou d'la bouffe, or that promote a person (including the image public of an individual) who intends to engage in some of the activities listed above. Here is the correction to your text: **By creating your Account or placing an order as a guest, you agree to receive electronic communications from fou d'la bouffe by e-mail or SMS, instant messages, messages to telephone accounts or messages sent to all other similar types of accounts (such as certain forms of social media messaging or other digital messaging systems involving the sending of a message from one person to one or more other e-mail addresses).** The purpose of your consent is to ensure that we can effectively communicate with you via CME in relation to our business, the Products offered and the Service. Please note that you may withdraw your consent at any time by contacting fou d'la bouffe at support@foubouffe.com.

### **Go to the fou d'la bouffe Website, Products and Service**

By placing an order for Products on the fou d'la bouffe Website, you confirm that you are of legal age to accept the Terms and Conditions of Sale, that you acknowledge that you are bound by the Terms and Conditions of Sale and that you consent to the Terms and Conditions of Sale. You confirm that if you are placing an order on behalf of an organization or company, you have the legal authority to bind any such organization or company to these Terms and Conditions of Sale.

You may not open an Account or order Products from the fou d'la bouffe Website if: (i) you do not agree to these Terms and Conditions of Sale; (ii) you are under the age of majority; or (iii) you are under the age of majority. majority in your province or territory of residence; (iii) you are prohibited from accessing the Site web fou d'la bouffe or use the Site web fou d'la bouffe or its content, Products or Service by applicable law or (iv) you request delivery of the Products outside the provinces of Quebec and Ontario.

We do not offer the Products or Service outside Quebec and Ontario, and then only in certain regions of Quebec and Ontario. In the process of creating your account and confirming your First Order, the fou d'la bouffe website will ask you to provide your code. to confirm whether Products and Service are available in your area.

Please note that even if your postal code has been accepted, there may be unforeseen delivery surcharges, that we have to cancel and refund your order. We will endeavour to inform you of any cancellation as soon as possible. We reserve this right to ensure that the highest quality of service is maintained for all our customers.

The Products and Service are available to individuals and businesses. Please note that for businesses, fou d'la bouffe may agree to terms and conditions additional to those set out in this document.



in this document by means of a written agreement. If you would like to order the Products and Service as a business, please contact us at support@foubouffe.com for more information.

### **How to access the Products and Service**

To purchase Products and access the Service, you may place an order as a guest, without the need to create an account. If you plan to make frequent purchases or wish to access additional account features, you may create an account on the fou d'la bouffe Website and log in to your account.

You can order any product for a one-time purchase. Although the subscription feature for the delivery of prepared meals on a recurring weekly basis (the "Subscription") is not yet available, it will be added in the near future. However, even with the Subscription, you will still be able to order other products on a per-piece basis.

If you create an account and place your first order, you provide your e-mail address and the postal code of the place where you want the products to be delivered. After selecting the products, you provide your full shipping address and payment information.

An order deadline will be displayed at the top of the "My Account" page.

Each Order is subject to acceptance by fou d'la Bouffe, and we will notify you of acceptance by e-mail. We reserve the right not to accept certain orders, at our discretion.

Please note that each time you submit your Order, it confirms that you accept these Terms and Conditions of Sale with fou d'la bouffe and all obligations arising therefrom, as set forth herein.

### **Prices and payment**

#### **General**

Product prices and shipping charges, if any, will be listed on the fou d'la bouffe Website and indicated in your Account for each Order. We are not responsible for any pricing, typographical or other errors that may occur.

our offers and we reserve the right to cancel any orders containing such information. errors.

Product prices include taxes, if applicable. Please check your Account for more information about which Products are taxable.

Product prices and delivery charges, if applicable, are subject to change at any time.

Please consult your Account and the information provided at checkout for details on pricing and taxes, if applicable, for each Order.

## Payment methods

Payment for Products and Service may be made by Visa, Mastercard or American Express credit card.

Payment can also be made by Visa Debit and Mastercard Debit. We reserve the right to change the payment methods we accept at all times. Payment for orders

Whether you order as a guest or from your personal account, the payment process remains the same. When you make a purchase, you agree that we (or our authorized third-party payment processor) may have

authorization to debit your credit card, or any other payment method you have provided:

(i) expenses

based on the Products you have ordered; (ii) any other charges that may apply to an order, depending on the nature of the order.

prices set on the fou d'la bouffe website.

You accept and acknowledge that the amount charged to you may vary depending on the products you select,

special offers you may benefit from, the application of credits, or any changes in prices, taxes, etc. and any other fees that may be added and posted on the fou d'la bouffe Website. Payment

representations and warranties

You represent and warrant that (i) the payment information you provide is true, accurate and complete, (ii) you are duly authorized to use the credit card in question for your transaction, (iii) any charges incurred by you will be honored by your credit card company, and (iv) you will pay the charges incurred by you at the posted price, including any applicable taxes.

If the payment method associated with your order is refused, we may attempt to debit any other payment method associated with your order, if available. To cancel your authorization to charge a method of payment or to change the method of payment, please contact us by e-mail at the following address: [support@foubouffe.com](mailto:support@foubouffe.com), or contact us using any other means listed on the fou d'la bouffe website.

We are not responsible for any transaction that cannot be authorized by our payment processor, including, but not limited to, insufficient funds on your credit card. Should such a situation arise, you will receive an error message and the transaction will be declined and cancelled.

## Delivery

In general, fou d'la bouffe uses third parties for the Service. Therefore, all

Products delivered under the Service are delivered pursuant to a shipment contract under which ownership and risk of loss of the Products are delegated to you once the Products are delivered to you.

#### Delivery type

Delivery will be made to the address you have entered in your Account for your Orders. For subsequent Orders, you may change the delivery address in your Account prior to the Deadline. For orders placed in the Vacuum-packed Foods Account, there is no way to change the scheduled delivery date once an order has been placed, unless you contact us at support@foubouffe.com, at which time we will determine, at our discretion, whether we will allow you to change your delivery date or time (or whether it is possible to do so).

#### Time of delivery

Although fou d'la bouffe will endeavour to deliver the Products in accordance with the delivery times mentioned in your Account, when this is not possible, fou d'la bouffe will inform you immediately and inform you of the new delivery time.

Please note that all shipping times and dates are estimates and actual delivery times may vary due to weather conditions and other factors, some of which may be beyond our control.

In the event that we are unable to deliver your Products, we will issue a credit to your Account for the purchase price of that order.

Notwithstanding the above, you are responsible for the full value of your order if we are unable to make delivery to your confirmed address on the day specified for reasons caused by you. You are also responsible for any costs incurred by fou d'la bouffe in connection with a second attempt to deliver the Products, unless otherwise agreed by fou d'la bouffe.

#### Waiver of custody of Products

We consider the Products delivered upon arrival of the third-party delivery service and relinquish custody of the Products in accordance with the delivery instructions specified by you in your crazy food account. When delivery is made to an address specified by you, we will assume that any person present at the location specified in the delivery instructions is authorized to receive delivery on your behalf. If there is no one at the address indicated in the delivery instructions, we will leave the package unattended at the address you have indicated. You are responsible for ensuring that the delivery instructions provided to us are complete. We are not responsible for delivery errors caused by inaccurate or incomplete information or for delays and/or damages caused by such errors.

## Inspection of incoming products

Once you have received delivery, you are responsible for inspecting all Products received for any damage or other problems resulting from their delivery. You are responsible for determining the freshness of the Products you receive. If the Products are not fresh upon delivery, please inform us and we will deal with the problem in accordance with our "**Returns Policy**" detailed herein.

## Product handling and food safety

Following delivery of the Products, the condition and consumption of the Products is at your own risk, and you are entirely responsible for washing, handling, preparing, storing, cooking, using and consuming the Products in a safe and proper manner. fou d'la bouffe disclaims all liability for any action or inaction of such third parties and/or its agents and for any delay or loss of any nature whatsoever occurring while a shipment is in the custody or control of a third party.

Our boxes include insulated liners and ice gel packs that keep your ingredients cool for several hours after delivery. However, we recommend that you bear in mind the season and temperatures in your area at the time of delivery and plan deliveries and storage accordingly. Upon receipt and following inspection of any Products delivered, you must immediately refrigerate all perishable items and are responsible for following the refrigeration, food safety, safe food handling and food consumption recommendations for at-risk groups (i.e.i.e. pregnant women, young children, the elderly and people with weakened immune systems) of the Ministère de l'Agriculture, des Pêcheries et de l'Alimentation du Québec (MAPAQ) (or in Ontario, the Ministry of Agriculture, Food and Rural Affairs, OMAFRA) and the Canadian Food Inspection Agency (CFIA) to reduce the risk of foodborne illness.

We sell products containing nuts, soy and other allergens, and some Products may have been prepared in the same environment as these allergens. While we make every effort to ensure that the information we provide about each product displayed on the fou d'la bouffe website is up to date and that we regularly consult with our partners about their food processing practices, please note that we cannot guarantee the absence of allergens.

## Account Deactivation and Deletion

Since it is possible to purchase Products and access the Service as a guest without an Account, the deactivation or deletion of your Account does not necessarily result in the termination of these Terms and Conditions of Sale.

However, for users who create an account:

Accounts can be deactivated or deleted at any time by accessing the "Delete account" tab directly on your account page: <https://foubouffe.com/mon-compte-repas-sante/>

You can also contact us in writing at: fou d'la bouffe inc, 985 Av. Taniata, Saint-Jean- Chrysostome, QC G6Z 3G9 or by e-mail at: support@foubouffe.com.

If you have ordered products and the order is being processed, please contact us prior to the scheduled delivery date of your order. We will then determine, at our discretion, whether to allow you to deactivate or delete your account and cancel your confirmed order.

After deactivating or deleting your account, you may reactivate it or create a new one, but we reserve the right not to allow reactivation or the creation of a new account, at our discretion.

Please note that in any event, we reserve the right, at our sole discretion, to deactivate or delete your account without giving any reason. We also reserve the right to suspend, deactivate or delete your account at any time if you violate these Terms and Conditions or for any other serious reason, at our discretion.

### **Risk and ownership**

Please note that the description or availability of Products is accurate in the respective sections of the fou d'la bouffe Website and are subject to change without notice. Although the Products on the fou d'la bouffe Web Site are presented as accurately as possible, representation by means of photos, images, colors, sounds or any other means is strictly prohibited.

is for reference only and does not imply any guarantee as to the characteristics of the Product purchased. The characteristics of the chosen Product will be specified during the ordering process.

The transfer of risk and ownership takes place when the Products are delivered to your address indicated in your Account. Following delivery of the Products, the condition and consumption of the Products is at your own risk, and you are solely responsible for washing, handling, preparing, storing, cooking, using and consuming all Products you receive via the Service as detailed in the "Delivery" section of this document in a safe and proper manner. Possession of the Products will be transferred to you when we receive full payment of any amount due for the purchase of the Products.

### **Return policy**

If you are dissatisfied with a Product you have received or if you have reason to believe that a Product you have received is not fit for consumption, please contact us at support@foubouffe.com, or by using any other means of contacting us set out on le Site web fou d'la bouffe. We will then review the situation and may, at our discretion, provide a refund or Credit to your Account. To determine whether a refund or Credit should be provided, we may request certain information from you, including, but not limited to, photographic evidence of the Product in question.

You are responsible for inspecting the items once delivered for any damage or problems, including, but not limited to, related to the freshness of the Products received, as set forth in the "Delivery" section of this document.

## **Special offers**

We may occasionally offer gift cards, promotional discounts and other types of products ("**Special Offers**") that require online activation to receive the benefits associated with their use or potential use for the purchase of Products by you or a third party.

The following rules apply to the use of Special Offers: Each Special Offer is valid only when used during the period specified on the fou d'la bouffe website or in your Account.

A Special Offer is subject to being fully applied at the time of transaction (in which case partial use of the Special Offer is not permitted). Unless otherwise specified, Special Offers may only be used once, and only one Special Offer may be used per Order.

Special Offers are promotional in nature, are non-transferable, may only be claimed as indicated by fou d'la bouffe and are not redeemable for cash or other goods.

Any decision made by fou d'la bouffe regarding a dispute related to any Special Offer granted to you is final.

If any of the Special Offer Conditions are breached, we may refuse to honour the Special Offer.

## **Referencing program: Referencing codes and Credits**

You are granted the opportunity to receive benefits if, as a result of your referral, any new customer creates an Account and places a First Order for Products offered on the fou d'la bouffe Website. To take advantage of this offer, you must invite third parties to purchase Products on the fou d'la bouffe Website by sending them the codes provided for this purpose in your account (the "Referral Code").

Please note that the Referral Code can only be claimed once. If at the time of purchase of Products on the fou d'la bouffe Website any person to whom you have sent a Referral Code claims the Referral Code, you will receive a credit of promotional value which will automatically apply to your future Orders, as indicated from time to time in your Account (the "Credits"). Credits are promotional in nature, are non-transferable, can only be claimed as indicated by are not exchangeable for money or other goods.

Credits remain available as long as you keep your Account active. Deactivation of your Account will result in the cancellation of your Credits. You may claim Credits only after they have been added to your Account. Any decision made by

fou d'la bouffe regarding a dispute related to some Credits you have been granted is final.

Please note that we may limit the application of Credits to specific Products offered on the fou d'la bouffe Website, as specified in your Account.

We reserve the right to terminate the offer at any time at our discretion. Best

no general limitation applies to the number of Referral Codes you share, the number of Credits you receive may be limited at any time at our discretion.

## **Complaints**

You can bring any dispute or complaint to our attention so that we can resolve it amicably. You can submit your complaint, including a brief description of the problem and any relevant details, to [support@foubouffe.com](mailto:support@foubouffe.com). We will then deal with your complaint as quickly as possible and, in any event, we will contact you within fourteen (14) calendar days of receipt.

## **Exclusion of warranty and limitation of liability**

THE fou d'la bouffe WEB SITE, ITS CONTENT, ITS FUNCTIONS AND ALL INFORMATION, PRODUCTS AND SERVICES OFFERED BY THE fou d'la bouffe WEB SITE (INCLUDING PRODUCTS AND SERVICE) ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, fou d'la bouffe EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING FROM TRADE PRACTICES OR COURSE OF PERFORMANCE.

fou d'la bouffe DOES NOT WARRANT THAT THE fou d'la bouffe WEB SITE OR ITS CONTENTS WILL BE COMPLETE, ACCURATE, OPPORTUNITY-FREE, UNINTERRUPTED, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. ALL INFORMATION PRESENTED ON THIS SITE IS SUBJECT TO CHANGE WITHOUT NOTICE.

SUBJECT TO CHANGE WITHOUT NOTICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

To the fullest extent permitted by applicable law, the warranties, indemnities and remedies (to the extent applicable) set forth in these Terms and Conditions of Sale are exclusive and in lieu of all other warranties, indemnities and remedies (or other similar rights available under applicable law or otherwise), express or implied, either in fact or by operation of law, statutes, customary representations, oral or written or otherwise, including, but not limited to, the implied warranties of merchantability, availability, performance, compatibility, fitness for a particular purpose, quality, correspondence to descriptions and non-infringement, all of which are hereby expressly excluded.

Also, to the fullest extent permitted by applicable law, fou d'la bouffe, its parent company, subsidiaries, affiliates, nor any of its officers, directors, employees, agents, service providers, contractors, licensors, licensees, suppliers and its successors shall not, under any circumstances, be liable, whether based on contract, tort, quasi-tort (including negligence), strict liability or otherwise, for any incidental, indirect, consequential, special or punitive damages, or for loss of profits.

revenue or profits, loss of business or goodwill, loss or corruption of, or unauthorized access to, or disclosure of information or data or other financial loss arising out of or in connection with the use, performance, failure or interruption (as applicable) of the Products, the Service or the Account or any other services offered by  
In the event of any loss, damage or injury arising out of or in connection with the use of this product, whether foreseeable or unforeseeable, even if the company has been advised of the possibility of such loss, damage or injury.

In the event that fou d'la bouffe is held liable to pay you for damages, fou d'la bouffe's total cumulative liability to you under these Terms and Conditions of Sale shall be limited to the price paid by you for the Products and Service for the last Order placed in your Account. These limitations of liability shall not apply  
affected if a planned recourse fails to meet its essential objective.

### **Compensation**

You agree to defend, indemnify and hold harmless fou d'la bouffe, its officers, directors, employees, agents, service providers and contractors, licensors, licensees, suppliers and successors from and against any and all claims, liabilities, damages, losses and expenses, including without limitation reasonable legal and accounting fees, arising in any way out of your access to or use of the Products, the Service, your or any information posted or communicated by you on the fou d'la bouffe Website or any other forum.

### **Written communication**

Applicable laws require that some of the information and communications we send to you be in writing. When you use the fou d'la bouffe Website, web applications and mobile applications, you agree that most communication with us will be electronic. We will contact you by e-mail or provide you with information by posting notices on our website or through our web applications or mobile applications, at our discretion. For contractual purposes, you agree to this electronic means of communication and acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

### **Correspondence**

All correspondence should be sent to fou d'la bouffe at the following address:  
fou d'la bouffe inc.

985 Av. Taniata,  
Saint-Jean-Chrysostome, QC G6Z 3G9

Or by e-mail: support@foubouffe.com

We may send correspondence to you at the e-mail address or postal address you provided to us when placing an order or as set forth above in the "**Written Communication.**" Correspondence will be deemed duly received and served immediately when published on our Website,



24 hours from the date of sending an e-mail to the date of sending any letter.

To prove delivery of correspondence, it will be sufficient to prove, in the case of a letter, that it was properly addressed, stamped and sent by post, and, in the case of an e-mail, that it was sent to the recipient's specific e-mail address.

### **Force majeure**

We shall not be liable for any delay or failure in the performance of any of our obligations under any Contract caused by events beyond our control ("Force Majeure Event").

A Force Majeure Event consists of any act, event, nonoccurrence, omission or accident beyond our control and includes, but is not limited to, any strike, lockout or other industrial action; civil disturbance, riot, invasion, terrorist attack or threat of terrorist attack, war (declared or undeclared) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic (such as the 2019 pandemic of the new coronavirus [COVID-19] and its variants), tsunami and any other natural disaster; inability to use railroads, shipping, aircraft, motorized transport or any other means of public or private transportation; inability to use public or private telecommunications networks; and act, decree, law, regulation or restriction of any government.

Our obligations under these Terms and Conditions of Sale shall be suspended for the period during which the Force Majeure Event continues, and we shall be granted an extension of time for performance corresponding to the duration of such period. We will endeavour to put an end to the Force Majeure Event or to find a solution by which we can fulfil our contractual obligations despite the Force Majeure Event.

### **Modifications**

We may modify the Terms and Conditions of Sale, in whole or in part, at any time, without notice. The most current version of the Terms and Conditions of Sale will be posted on the fou d'la bouffe Website, and it is your responsibility to review the Terms and Conditions of Sale and to ensure that you accept the most current version thereof prior to placing an Order for any Products or accessing the Service (including, but not limited to, creating your Account or accessing your Account).

Any changes to the Terms and Conditions of Sale will be effective immediately upon posting on the fou d'la bouffe Website. Your continued use of your Account and/or continued placing of Orders following any changes to the Terms and Conditions of Sale will be deemed to be your acceptance of such changes.

implies your consent to these changes.

### **General provisions**

Applicable law and choice of jurisdiction

The Terms and Conditions of Sale shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada and the laws of Canada applicable therein. The parties agree

irrevocably attorn to the jurisdiction of the courts of the District of Montreal, Province of Quebec, and attorn to their jurisdiction.

#### Transfer

You may not assign or otherwise transfer the Terms and Conditions of Sale or any of its rights or obligations hereunder to any third party without our prior written consent, which shall be at our sole discretion. No assignment or delegation by you shall relieve you of any obligation under the Terms and Conditions of Sale. Subject to the foregoing, the Terms and Conditions of Sale shall be binding upon you and us and our respective successors and assigns, shall be enforceable by you and us and our respective successors and assigns, and shall inure to the benefit of  
fou d'la bouffe shall be entitled to assign the Terms and Conditions of Sale to any third party without your consent.

#### Waiver

Our exercise or failure to exercise, or delay in exercising, any right or remedy arising under these Terms and Conditions of Sale shall not constitute a waiver by us of such right or remedy, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any subsequent exercise of such or any other right, remedy, power or privilege.  
Full agreement

These Terms and Conditions of Sale and all documents expressly referenced herein constitute the entire agreement between you and fou d'la bouffe, and supersede all prior discussions, correspondence, negotiations or agreements between you and us relating to the subject matter of this agreement.

#### No return

We each acknowledge that, in agreeing to these Terms and Conditions of Sale, neither of us will rely on any representation or warranty (whether innocently or negligently made) that is not set forth herein, or to which this document does not refer. Each of us agrees that our sole liability in respect of any representation or warranty set out in this document (whether made innocently or negligently) shall be for breach of contract. Nothing in this clause limits or excludes any liability for fraud.

#### Non-partnership

Nothing in these Terms and Conditions of Sale constitutes a partnership or joint venture between you and fou d'la bouffe.

#### Dissociability

If any term or provision of these Terms and Conditions of Sale is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of such term or provision.

shall not affect any other of the terms and provisions of these Terms and Conditions of Sale or invalidate or render unenforceable any term or provision in any other jurisdiction.

#### Non-rights of third parties

Nothing set forth in these Terms and Conditions of Sale and nothing referred to in these Terms and Conditions of Sale shall be construed as conferring upon any person other than the parties to these Terms and Conditions of Sale any equitable right, remedy or claim under this Agreement and its provisions, except for (i) the parent, subsidiaries and affiliates of fou d'la bouffe and (ii) its officers, directors, employees, agents, service providers, contractors, licensors, licensees, suppliers and successors, all of whom shall be entitled to the full benefit of all disclaimers, exclusions and limitations of liability, and all other rights and remedies described in these Terms and Conditions of Sale which they may have or may hereafter exercise. could benefit from.

#### **Contact**

If you have any concerns, questions or complaints regarding the Terms and Conditions of Sale, please contact us at the following address:

fou d'la bouffe inc.

985 Av. Taniata,

Saint-Jean-Chrysostome,

QC G6Z 3G9

Or by e-mail: [support@foubouffe.com](mailto:support@foubouffe.com) Updated July 15, 2023.