

## TERMS AND CONDITIONS

### 1. Use of the Miralis website

By accessing the Miralis inc. website (“**Miralis**”) at [www.miralis.com](http://www.miralis.com) (the “**Website**”), you (“**You**” or “**User**”) agree to and are bound by all the terms and conditions (“**Terms and Conditions**”) set forth below. Browsing on the Website and the simple activation of one or more links constitutes an acknowledgement on your part to comply with the Terms and Conditions and presumes that you are aware of their scope.

In the event that you disagree with the Terms and Conditions mentioned below, you are requested to immediately leave the website, ending your session.

Miralis reserves the right to amend the Terms and Conditions at any time and without advance notice. The use of the Website following the display of the modified Terms and Conditions means you accept the modified Terms and Conditions. You are, therefore, invited to consult our Terms and Conditions on a regular basis.

### 2. Limited license for use

For the purpose of browsing the Website, Miralis grants the User a limited license to display, print, download or use the underlying HTML source code of the Website, as well as the texts, audios, videos and any other content which the User can access, but only for non-commercial, personal or educational purposes with the condition that the User does not modify the content.

No other use of Miralis intellectual property is permitted beyond that mentioned above without the prior consent of Miralis.

Furthermore, to allow the navigation of the Website, Miralis permits the User to download, from the Website or other Internet resource, software and/or computer applications. This software and/or applications are protected by copyright; their downloading and use are governed by the specific user agreements for such software and/or applications. When you download software and/or application, you accept the terms and conditions of the user license applicable to this software and/or application.

### 3. Limitations of use

You are not permitted to:

- (a) copy any content from the Website to your website or any other website or computer application;
- (b) use the Website in a manner likely to damage, deactivate, overload, alter, interfere with its security, negatively affect its functioning or exploit any of its resources, accounts, servers, networks, or affiliate sites linked, connected to the Website or accessible through an intermediary (including the downloading, display or

transmission on the Website of a computer virus, a Trojan horse, a worm or other file or computer program that is potentially harmful, disruptive, destructive or that can exert an unreasonable or disproportionate burden on the infrastructure of the Website; or using a computer bot, spider or any other program or automated system, or manual process to monitor, copy, summarize or otherwise extract information from the Website, in whole or in part);

- (c) use the Website in a manner which infringes the rights of any other person (including rights of privacy and personality, copyrights, moral rights, and other intellectual property rights), which is illegal, which violates Miralis's rights and its partners, licensors, content providers, service providers or contractors, which is prohibited in the Terms and Conditions, which is unethical, indecent, offensive, defamatory, derogatory, fraudulent, deceptive, harmful, abusive, threatening, vulgar, profane, pornographic, obscene, sexually explicit, sexist, racist, hateful, harassing, invasive of another entity's right to privacy, which is otherwise objectionable or which violates the legal rights and interests of others.

You are not permitted, without written authorization from Miralis, to "mirror" any content from the Website onto any other server.

#### **4. Intellectual property**

Subject to the works used under license or the links displayed on the Website, Miralis is the exclusive owner of the intellectual property rights in all the Website's content, including and in particular the articles, texts, photographs, images, illustrations, audios, videos, software and codes.

Without limiting the aforementioned, Miralis is the exclusive holder of the trademarks contained on the Website. The User undertakes not to use the trademarks contained on the Website without the prior written consent of Miralis.

In addition, Miralis may own other trademarks related to names, words, advertising slogans, logos, designs and graphics which could be occasionally displayed on the Website.

In the event that a third-party trademark is displayed on the Website by a link or other means, this should not be construed as a "use" of this trademark as defined by the Trademarks Act and/or constitute a representation on the part of Miralis that it is an affiliate of or associated with the owner of such trademark.

#### **5. Accuracy of information**

Miralis primarily designed the Website for informational and advertising purposes. Even though Miralis carefully compiles information found on the Website with the best of intentions at the moment of publication, it is possible that certain information is occasionally erroneous, inaccurate or incomplete. It is equally possible that, from time to time, the information contained on this Website may be outdated.

In addition, the Miralis Website meets specific IT, technical, graphic and editorial standards. Under no circumstances can Miralis be held liable for any loss or damage, direct or indirect, resulting from the malfunction of a computer, a server or any other device or program of the User, nor the loss of data or any other failure or technical problem encountered by the User while browsing the website.

In the event that the User notices errors or inaccuracies with regard to the content of this Website or encounters technical difficulties in the use of the Website, the User agrees to notify the Website administrator at the address indicated in the Notices and Communication section.

Without limiting the aforementioned general statement, Miralis does not guarantee the description and/or sample products it advertises on the Website. These descriptions and/or samples are provided as information only. **INFORMATION RELATING TO PRODUCTS AS WELL AS PRICING AND AVAILABILITY OF PRODUCTS APPEARING ON THE WEBSITE MAY CHANGE FROM TIME TO TIME, WITHOUT NOTICE. MIRALIS CANNOT BE HELD RESPONSIBLE FOR SUCH CHANGES.**

## **6. Links**

The Website may include links, allowing the User to be redirected to external, third-party websites which are hosted on servers other than Miralis's. The User acknowledges that, by activating such links, the User is automatically leaving the Miralis Website. The activation of the links to external sites cannot be interpreted as constituting an affiliation or association that could bind Miralis to the holder of the rights relating to these external sites.

Since Miralis is not in a position to exercise control over the content of external websites, it cannot be held liable for any loss or damage that may result, in particular, from the inaccuracy or non-compliance in the content of these websites. The use of links displayed on the Miralis Website is accessed at the User's own risk.

## **7. Privacy**

Miralis implements all the reasonable measures necessary, and the Website complies with Quebec and Canadian legislation regarding the protection of personal information. For this reason, browsing our Website is governed by Miralis' privacy policy, which specifically aims to inform the User of how personal information may be collected, used and communicated to third parties, where applicable.

## **8. Online communication**

Miralis can communicate by email message or other online means with its Users, especially with those that have communicated requests for information, are participating in contests, are subscribed to one of our newsletters, or have joined us on social media (such as Facebook, Pinterest or Instagram). These communications can be considered as Commercial Electronic Messages (or CEMs) in accordance with Canada's Anti-Spam Legislation (or CASL). Although they may be exempt from CASL consent, Miralis requires the explicit consent of any User prior to sending a CEM in addition to offering any User the right to unsubscribe in order to stop receiving MECs from Miralis, by clicking on the unsubscribe link or by communicating by email to the address

indicated on the “Notice and Communication” section. Should you believe that you have received a CEM from Miralis erroneously, please immediately contact the person responsible with the contact information provided below and Miralis will take the reasonable and necessary steps to correct the situation.

## **9. Exclusion of warranties**

Miralis makes no representations and gives no warranties regarding the proper functioning of the Website, nor its suitability, errors or interrupted use. Miralis makes no representation or warranty that the server from which the website is operated from is or will be free of viruses or other harmful content. THE CONTENT OF THE WEBSITE IS PROVIDED TO YOU “AS IS” AND WITHOUT ANY EXPRESSED OR IMPLIED WARRANTY OF ANY KIND. MIRALIS AND ITS LICENSORS DISCLAIM ALL WARRANTIES OR CONDITIONS, WHETHER WRITTEN OR VERBAL, STATUTORY OR CONVENTIONAL, INCLUDING WARRANTIES OF QUALITY, DURABILITY, SUSTAINABILITY OR APPROPRIATE USE FOR A PARTICULAR PURPOSE. Certain federal and provincial laws do not allow the exclusion of certain warranties, so the above exclusions may not apply to you.

## **10. Termination**

Without notice and at its discretion, Miralis reserves the right to restrict a User’s access to the website in the event that the User performs acts which are in violation of the Terms and Conditions, are brought to the attention of Miralis, and constitute unauthorized transactions that are or could be carried out by or on behalf of the User.

## **11. Legal jurisdiction**

The Terms and Conditions are governed by the laws of the province of Québec, Canada. All disputes concerning the Website will be brought before an appropriate court in Québec, in the district of Rimouski.

## **12. Mentions of gender**

Where applicable and in all texts on the Website, it is understood that the masculine forms are used interchangeably with the feminine forms.

## **13. Notices**

Any notices that may be required or permitted under the Terms and Conditions must be done in writing in order to receive consideration: [catherine.raymond@miralis.com](mailto:catherine.raymond@miralis.com).