

# Terms and conditions of use

## 1. Conditions for access

Before consulting this website (the “Website”), we invite you to read these terms and conditions of use and print a copy for your records. This Website is provided to you by Vachon Bakery Inc. (“Vachon”).

By accessing and using this Website, you confirm your acceptance of these terms and conditions of use and your undertaking to comply with them, regardless of whether you have read them or not.

If you refuse to comply with these terms and conditions of use, we would ask that you leave this Website.

All access and use of this Website must comply with the laws and regulations of the Province of Quebec, as well as the applicable laws of Canada, and the laws of your province of residence.

## 2. Amendment of terms and conditions

Vachon may at its sole discretion modify these terms and conditions of use at any time and such modifications will be effective immediately upon being posted on this Website. Please check these terms and conditions of use periodically for any modifications.

If you do not agree to any modifications of these terms and conditions of use, you must immediately stop using this Website. Your continued use of this Website following posting of the modifications will indicate your acceptance of these modified terms and conditions of use.

## 3. Availability

The services and functionalities provided on this Website are provided for your convenience only and may be modified or removed at any time from this Website, or they may be unavailable from time to time.

## 4. Reliance on Information

Vachon uses its best efforts to ensure that the information appearing on the pages of this Website are up-to-date and complete and contain no inaccuracies or errors. Despite all our efforts, some errors may occur and Vachon will do everything possible to ensure these errors are brought to your attention and corrected as soon as possible. Vachon uses its best efforts to ensure that any error which is identified is corrected through the posting of a note on this Website or in the stores.

## **5. Changes to this Website**

Changes may be made at any time to the information, names, text, software, images, pictures, games, logos, trade-marks, functionalities, products and services and any other material displayed on, offered through or contained on this Website.

## **6. Privacy Policy**

Vachon personal information practices on this Website are governed by Vachon privacy statement. Please review this privacy statement and print a copy for your records. This Website does not intend to target or collect personal information from individuals under the age of majority.

## **7. Hyperlinks**

This Website may contain links or references to third party Websites. These links are provided for your convenience only. Vachon has no control over these external websites, has no responsibility whatsoever for their content, and in no way supports the information provided or representations made thereon. No endorsement of any third party products, services or information is expressed or implied by any information, material or content of any third party contained in, referred to, included on, or linked from or to this Website. Any information, data, opinions, recommendation, products or services provided by such third parties through hyperlinks to other websites or otherwise made available through their websites are solely those of such third parties and not of Vachon or its affiliates. Your use of such third party websites is subject to the terms and conditions of use and the privacy policies of such websites.

Vachon makes no representations whatsoever that such external websites will be safe or virus-free and expressly disclaims any liability relating thereto. Vachon disclaims any liability for any direct, indirect or consequential damages, including any business interruption, lost profits, loss of software, data or programs, including legal costs and all the related expenses, caused as a result of your access to an external website via a hyperlink contained on this Website.

As a user of this Website, you acknowledge that the use or mere accessing of this Website may entail potential risks of contracting a computer virus on your computer and/or the peripheral devices connected to it. Vachon shall under no circumstances be liable in any manner whatsoever for any damages or losses as a result of the existence or transmission of a computer virus.

You may not create a hyperlink to this Website without the prior written consent of Vachon.

## **8. Your Obligations**

- Your use of this Website will be in compliance with all applicable laws and regulations. You will not: (i) use this Website to post, disseminate or transmit unauthorized advertising, promotional materials, chain letters, junk mail or any other type of unsolicited mass email; (ii) omit, delete, forge or misrepresent transmission information, including without limitation headers, return mailing and Internet protocol

addresses, or otherwise manipulate identifiers to disguise the origin of any content; (iii) impersonate any individual or entity, or falsely state or otherwise misrepresent an affiliation with any individual or entity; (iv) engage in any activities intended to withhold or cloak identity or contact information; (v) send harassing and/or threatening messages to others; (vi) transmit any viruses or other disabling mechanisms; (vii) use this Website for any illegal purpose, in violation of any applicable laws or regulations; (viii) engage in any Internet activities that would violate the privacy rights of others; (ix) attempt to penetrate security measures of this Website or obtain or bypass others' passwords; or (x) engage in denial of service attacks, or take actions designed to impair network access by flooding this Website or the Internet with useless traffic.

- You agree that you are responsible for your own communications and that you will not post, disseminate or transmit any content on or through this Website that: (i) is unlawful, harassing, defamatory, abusive, threatening, obscene, harmful, tortuous, libelous, or invasive of another's privacy; (ii) infringes or violates any party's copyright, trade-mark, trade secret, patent or other proprietary rights; (iii) you do not have the right to disseminate or transmit under law, or contractual or fiduciary relationships; or (iv) contains personally identifiable information not belonging to you, including without limitation any personal information belonging to minors;
- You acknowledge and agree that you are solely responsible for your account and the security of your password relating to such account and that you will not disclose it to any third parties. In addition, you will promptly advise Vachon of any unauthorized use of your password.
- Vachon makes no representation or warranties that materials in this Website are appropriate or available for use outside of Canada. If you are accessing this Website from outside of Canada, you are doing so on your own initiative and are responsible for compliance with applicable laws, if and to the extent applicable. The products referred to on this Website may not be available outside of Canada.

## **9. Your Materials**

Messages submitted to this Website by electronic mail or otherwise, including without limitation any data, questions, comments, suggestions or the like are, and will be treated as, non-confidential and non-proprietary. By submitting a message to this Website, you agree that any information disclosed by you therein (i) may be used by any third party; (ii) is not confidential and may be read or intercepted by others; (iii) creates no confidential, fiduciary, contractually implied or other relationship between you and Vachon other than pursuant to these terms and conditions of use; and (iv) is subject to the grant of rights regarding Your Materials described below.

You may from time to time post information, materials, ideas, opinions, concepts, votes, know-how, techniques, creative ideas or any content (collectively "Your Material") on this Website or transmit Your Materials to Vachon through this Website. You understand and agree that Vachon may, at its sole discretion, decide not to post Your Materials on this Website or make modifications to Your Materials prior to posting it. You further understand and agree that Vachon assumes no responsibility for reviewing unsolicited ideas for its business (like product or advertising ideas) and will not incur any liability as a result of any similarities

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You represent and warrant that you are the author of Your Materials and that they do not infringe the intellectual property or other proprietary rights of any third party.

## **10. Contests and Coupons**

This Website may run contests from time to time. All such contests will be subject to the applicable contest rules. By entering into the contest, you signify your agreement to the applicable contest rules as well as the terms set out in these terms and conditions of use.

All coupons provided on this Website are subject to the terms and conditions of use applicable to such coupons.

## **11. Intellectual Property**

The materials displayed on or contained within this Website including, without limitation, all software, design, text, photographs, illustrations, games, audio clips, video clips, tools, artwork and other graphic materials, and names, logos, trade-marks and service marks and any other content (collectively the “Vachon Materials”), are the property of Vachon and/or its licensors and are protected by copyright, trade-mark and other intellectual property rights and laws. Vachon®’s name, design and related marks are trade-marks of Vachon, all rights reserved.

You can print the pages of this Website for your private and non-commercial use at home provided that the notes on copyright and the materials protected by intellectual property rights remain unchanged, and provided that these terms and conditions of use are complied with, including the laws governing intellectual property rights. You are not authorized to reproduce, print, store, re-edit, change, download, sell or otherwise copy the contents of this Website or any element thereof, whether in whole or in part, for any other reason or for purposes of publication, dissemination or sale, on any medium or in any format whatsoever, whether already invented or invented in the future, without obtaining the prior written authorization of Vachon. No material, excerpt, quotation, passage or text in this Website shall be construed as constituting or creating a license or any right of use or reproduction of any element whatsoever of this Website. Be advised that Vachon will fully enforce its intellectual property rights.

It is prohibited at all times to change or modify the trademarks, logos or slogans, and the texts, titles, slogans, graphics, tables, images, photographs, portraits, descriptions, symbols, drawings or other artistic works appearing on this Website.

## **12. Forward Looking Statements**

This Website may contain forward-looking statements that are based on current expectations, estimates, forecasts and projections about the industries in which Vachon operates and beliefs and assumptions made by the management of Vachon. Such statements include, but are not limited to, statements with respect to Vachon's objectives and goals, as well as statements with respect to Vachon's beliefs, plans, objectives, expectations, anticipations, estimates and intentions. Words such as "expect", "anticipate", "intend", "attempt", "may", "will", "plan", "believe", "seek", "estimate", and variations of such words and similar expressions are intended to identify such forward-looking statements. These statements are not guarantees of future performance and involve assumptions and risks and uncertainties that are difficult to predict. In particular, these forward-looking statements are based on a variety of factors and assumptions including, but not limited to: the condition of the Canadian and United States economies; the magnitude of the rate of change of the Canadian dollar versus the U.S. dollar; the availability and prices of raw materials, energy and supplies; product pricing; the competitive environment and related market conditions; improvement of operating efficiencies; continued access to capital; the cost of compliance with environmental and health standards; adverse results from ongoing litigation; no expected actions of domestic and foreign governments and the general assumption that none of the risks identified under "Risk Factors" in Vachon's most recent annual information form will materialize. These assumptions have been derived from information currently available to Vachon including without limitation information obtained by Vachon from third-party industry analysts. These assumptions may prove to be incorrect in whole or in part. In addition, actual results may differ materially from those expressed, implied or forecasted in such forward-looking statements. Refer to Vachon's annual report, annual information form, management information circular and other documents available on SEDAR at [www.sedar.com](http://www.sedar.com) for further information on risks and uncertainties that could cause actual results to differ materially from forward-looking statements. Vachon does not intend, and Vachon disclaims any obligation, to update any forward-looking statements, whether written or oral, or whether as a result of new information, future events or otherwise except as required by law.

## **13. Disclaimer of Warranties**

Apart from the warranties granted by the manufacturers of products offered for sale on this Website, which are subject to the terms and conditions of use stated therein, as well as the statutory warranties, Vachon makes no representations of any kind whatsoever and grants no warranties, whether express or implied, of merchantability, quality, fitness for a particular purpose, or on the accuracy of the information provided on a product.

You understand and agree that products displayed on this Website may not reflect actual packaging.

## **14. Limitation of Liability**

In no event shall Vachon and its affiliates and any of their respective directors, officers, employees, agents, mandataries or other representatives be liable for any direct, indirect, special, incidental, consequential, punitive or aggravated damages (including without limitation damages for loss of data, goodwill, income or profit, loss of or damage to property and third party claims) or any other damages of any kind, arising out of or in connection with:

this site; any Vachon materials, information, qualification and recommendations appearing on this Website; any links, products, functionalities or services offered through, contained in or advertised on this Website; your account and password; failure of performance, error, omission, interruption, defect, delay in operation, computer virus, communication line failure, theft, destruction or unauthorized access to, or alteration of, or inability to use this Website whether or not arising from breach of contract, tort, civil liability or otherwise and even if Vachon has been advised of the possibility of such damages. This exclusion of liability shall apply to the fullest extent permitted by law.

## **15. Indemnification**

You agree to indemnify and hold harmless Vachon and its affiliates and their respective directors, officers, employees, agents, mandataries or other representatives from and against any direct or indirect damages, including any business interruption, lost profits, loss of software, data or program, as well as the legal costs and all related expenses caused by or resulting of: (a) your breach of these terms and conditions of use; (b) your use of this Website including without limitation transmission or placement of information or material by you on this Website; and (c) any claim or allegation related to the fact that Your Materials infringe the intellectual property or other proprietary rights of any third party.

## **16. Termination**

Vachon may at any time and at its sole discretion terminate your right to use this Website.

## **17. Governing Law**

These terms and conditions of use shall be governed by, construed and enforced in accordance with the laws of the Province of Ontario, with the exception of residents of Quebec in which case these terms and conditions of use shall be governed by, construed and enforced in accordance with the laws of the province of Quebec, and in each case the laws of Canada applicable therein. The parties irrevocably attorn to the jurisdiction of the courts of the Province of Ontario except for residents of Quebec, to the courts in the District of Montreal, Province of Quebec.

## **18. General**

These terms and conditions of use constitute the entire agreement between you and Vachon with respect to your use of this Website and supercede all previous agreements, understandings and representations relating thereto. No failure by Vachon or you to exercise any rights, powers or remedies hereunder or its delay to do so shall constitute a waiver of these rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy. If any provision of these terms and conditions of use or part thereof is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remainder of the provision or the remaining provisions of these terms and conditions of use, as the case may be, or the legality, validity or enforceability of that provision or part thereof in any other jurisdiction. It is the express wish of the parties that these terms and conditions of use and all

related documents be drawn up in English. Sections 9, 11, 12, 13, 14, 15, 17 et 18 shall survive the termination of your right to use this Website.

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