



TERMS OF USE

Last update: October 3rd, 2023

Please read these Terms of Use ("**Terms**") carefully as they govern your use of and access to the EVOLIA™ software platform (the "**Platform**"), including all user manuals and guides relating to the Platform (the "**Documentation**"), provided to you ("**you**" or "**your**") by FLASH ROMEO Inc. ("**FLASH ROMEO**"). For the sake of clarity, these Terms apply to any user of the Platform, whether your access is provided to you: (i) directly through your public subscription to the Platform; or (ii) through a license entered into between FLASH ROMEO and your employer or any other person who legally controls the association of your user account with a company account (the "**Licensee**") giving you access via the Platform to the data of the Licensee. In the latter case, special terms may apply to you. For the sake of clarity, FLASH ROMEO acts only as an intermediary between you and (i) when applicable, the Licensee; and (ii) any other user of the Platform.

To the extent permitted by law, we reserve the right, in our sole and absolute discretion, to modify these Terms, or any part thereof, at any time. In such event, FLASH ROMEO will provide you with reasonable notice before the amended Terms become effective. The amended Terms will become effective upon posting and will apply to your use of the Platform from that time forward.

THESE TERMS AND CONDITIONS CONSTITUTE A BINDING AGREEMENT CONCERNING YOUR USE OF THE PLATFORM. BY CLICKING THE "SUBMIT" BUTTON, YOU: (I) CONFIRM THAT YOU HAVE READ AND UNDERSTOOD EACH OF THE TERMS OF THIS AGREEMENT; (II) ACCEPT THESE TERMS AND AGREE TO BE BOUND BY THEM; AND (III) WHERE APPLICABLE, YOU DECLARE THAT YOU ARE DULY AUTHORIZED BY THE LICENSEE TO ACCESS AND USE THE PLATFORM. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK THE "SUBMIT" BUTTON. IN THIS CASE, YOU WILL HAVE NO RIGHTS IN CONNECTION WITH THE PLATFORM AND YOU MUST NOT ACCESS OR USE THE PLATFORM.

- 1. GRANT OF LICENSE.** Subject to your strict compliance with these Terms, FLASH ROMEO hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable license to use and access the Platform solely in accordance with the Documentation and, where applicable, for Licensee's internal business purposes. This license shall terminate immediately upon the earlier of: (i) when you cease to use the Platform and request that your account be deleted; or (ii) when, upon reasonable notice to you, you cease to be authorized by FLASH ROMEO to use the Platform for any reason whatsoever. For the sake of clarity, when your account is associated with the company account of a Licensee, the termination of your employment relationship with the Licensee or the expiration/termination of the license granted by FLASH ROMEO to said Licensee, does not imply the revocation of your license to use the Platform. In such case and subject to the respect of these Terms, your user account will simply no longer be associated with the company account of the said Licensee and you will preserve your access to your Content (as defined below) and to the various public functionalities available on the Platform (as shown in Section 3.2).

2. USER ACCOUNT

2.1. **Account creation.** The Platform requires the creation of a user account. If you create an account, you must complete the registration process by providing FLASH ROMEO with current, complete and accurate information as prompted by the applicable registration form. You will have the option of logging through certain third-party providers such as Gmail, to create an account on the Platform. You must also choose a unique username and secure password. In case of a breach of this paragraph 2.1 FLASH ROMEO may end your right to access and use the Platform, at its sole discretion.

For the sake of clarity and subject to compliance with these Terms, with the exception of content shared and held, where applicable, by the Company Account Owner (employee record, notes, attachments associated with a shift, etc.), you preserve ownership of your user account and any Content created or uploaded by you in this account on the Platform, regardless of whether or not your user account is associated with a company account of a Licensee (e.g., upon termination of your employment relationship with the Licensee or upon expiration or termination of the license granted by FLASH ROMEO to said Licensee).

2.2. **Use of the Platform by Minors.** If you are 14 years of age or older, but under the age of majority in the jurisdiction in which you reside, please review these Terms with your parent or legal guardian, and you may only use the Platform through your parent's or legal guardian's account, which ensures that you are 14 years of age or older; any interaction or communication with you will be directed to your parent or legal guardian. By doing so, you declare and warrant that your parent or legal guardian has consented on your behalf and is bound by the Terms. FLASH ROMEO does not knowingly collect information from children 14 years of age or younger.

2.3. **Responsibility of the Account.** You are entirely responsible for maintaining the confidentiality of your password and account. In addition, you are entirely responsible for any and all activities that occur through your account. Where applicable, you agree to immediately notify Licensee of any unauthorized use of your account or any other breach of security.

2.4. **Privacy Policy.** All collection and use of your personal information via the Platform are governed by our Privacy Policy available at <https://evolia.com/privacy-policy>, which forms part of these Terms. In the event of a conflict between the conditions of these Terms and the Privacy Policy with respect to the collection and use of your personal information, the terms of the Privacy Policy shall prevail.

2.5. **Time clock.** FLASH ROMEO, acting as a service provider, may, through its Platform, provide the Company Account Owner, for its internal needs, with time clock systems and/or punches (collectively referred to as "time clocks"). When the Business Account Owner associated with your account activates a Time clock, it is possible, depending on the case, that a photo of you is taken or that your geolocation is recorded. For the sake of transparency, you are always informed if a photo or your geolocation is required before the information capture is carried out. Furthermore, in such a case, the Business Account Owner must, before collecting this type of information resulting from a clocking: (i) have previously obtained your explicit, informed, specific and time-limited written consent; and (ii) offer you an alternative method if you refuse the collection of your photo or your location resulting from a clocking. Where applicable, FLASH ROMEO will not retain any of this information beyond the instructions given by the Business Account



Owner. In all cases Flash Romeo will only retain its information for a maximum period of one (1) year. For the sake of transparency, any collection and use of your personal information via the Platform is governed by our Privacy Policy available at: <https://evolia.com/en/privacy-policy>, which is an integral part of these Conditions.

2.6. **Account Security.** Although we are using reasonable security measures to protect your personal information, we cannot assure that unauthorized third parties will never be able to breach the Platform's security measures or misuse your personal information.

2.7. **Liability for Account Misuse.** To the extent permitted by applicable laws, FLASH ROMEO will not be liable for any loss, including loss of data associated with your account, that you may incur as a result of someone else using your password or account, either with or without your knowledge, provided, however, that such loss does not result from a breach of FLASH ROMEO's obligations hereunder or under applicable laws. You could be held liable for losses incurred by FLASH ROMEO, or another party due to someone else using your account or password. Notwithstanding the foregoing, you are fully liable for any information entered in or uploaded by you on the Platform, and you release FLASH ROMEO from any such liability.

2.8. **Use of Other Accounts.** You may not, at any time, use anyone else's account, unless with the authorization of the account holder as their duly authorized representative.

2.9. **Deletion of the Account.** FLASH ROMEO reserves the right to delete any account that is no longer needed following your notice or that is inactive for a period of more than one (1) year. An account is considered inactive if it is no longer linked to any Company Account held by a Business Account Owner and you have not connected to the Platform for more than one (1) year. Where applicable, FLASH ROMEO reserves the right to delete any account that is no longer needed and is attached to the Licensee's account, upon notice from the Licensee.

3. **USE OF THE PLATFORM**

3.1. **Access and use.** Subject to your strict compliance with these Terms, FLASH ROMEO authorizes you to access and use the Platform in accordance with the Documentation, solely in accordance with Article 1 above.

3.2. **Functionalities.** Subject to your strict compliance with these Terms, the Platform allows you, in particular and where applicable, to: (i) create and publish information relating to your profile and/or upload Content such as your curriculum vitae (CV) on the Platform; (ii) consult job advertisements or job offers created and provided by third parties/employers via the Platform; (iii) apply for such job advertisements or job offers via the Platform; (iv) receive communications and notifications from FLASH ROMEO relating to your use of the Platform, such as to inform you of changes made by your employer(s); or to share relevant job offers based on your profile (v) when applicable, to communicate and transmit messages with third parties/employers via the Platform; and (vi) when applicable, to receive notifications and messages from the Licensee relating to, among other things, the assignment of employee schedules, the management of replacement requests, the calculation of bonuses and overtime or the management of employee tasks. FLASH ROMEO may also offer new services and/or functionalities through the Platform

(including the publication of new tools and resources); these new services and/or functionalities will then be subject to the present Terms.

3.3. **Accuracy of information.** FLASH ROMEO uses commercially reasonable efforts to ensure that the information available on the Platform is accurate and up-to-date. However, it may happen that some information of Third Party Products displayed on the Platform contains typographical errors, inaccuracies or minor omissions. In such event, and to the extent permitted by law, we reserve the right to correct any such minor errors, inaccuracies or omissions on the Platform without affecting your ongoing use of the Platform.

3.4. **Restrictions.** You may not, directly or indirectly: (i) copy, modify or create derivative works from the Platform or Documentation, in whole or in part; (ii) rent, lease, loan, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Platform or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Platform, in whole or in part; (iv) remove any proprietary notices from the Platform or Documentation (if any); or (v) use the Platform or Documentation as a service *bureau*, time-share or in any other manner allocated to third parties; (vi) use the Platform contrary to the Documentation; (vii) provide passwords or other login information to the Platform to third parties; (viii) share Platform content features with third parties; (ix) probe, scan, vulnerability test or circumvent any security mechanism used by websites, servers or networks connected to the Platform; (x) take any action that imposes an unreasonable or disproportionately large load on websites, servers or networks connected to the Platform; (xi) access (or attempt to access) or use the data of other authorized users through the Platform; (xii) knowingly diminish or impede access to the Platform; (xiii) access or use the Platform to create a similar or competing platform or service; or (xiv) copy personal information displayed on the Platform without the right to do so; (xv) use the Platform or the Documentation in a manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property or other right of any person, or that violates any applicable law. Failure to comply with the obligations provide for in these Terms may result in the termination of the user's privileges to use the Platform and deletion of the user's account.

3.5. **Suspension of the Platform; Service Levels.** Notwithstanding anything to the contrary in these Terms, FLASH ROMEO may temporarily suspend your access to any portion or all of the Platform if FLASH ROMEO reasonably determines that: (i) there is a threat or attack on any component of the Platform; (ii) your use of the Platform disrupts or poses a security risk to the Platform or any other user of FLASH ROMEO; (iii) you are using the Platform for fraudulent or illegal activities; (iv) your use of the Platform is prohibited by applicable laws; or (v) your use of the Platform is in breach with the provisions of these Terms (each, a "**Suspension**"). FLASH ROMEO shall use commercially reasonable efforts to provide you with a written notice of any Suspension and to provide you with updates regarding resumption of access to the Platform following any Suspension. Notwithstanding the foregoing, FLASH ROMEO shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Suspension is cured and in accordance with the Service Level Agreement available at: <https://evolia.com/service-level-agreement>. To the extent permitted by applicable laws, FLASH ROMEO shall have no liability for any damages, liabilities, losses (including any lost profits), or any other consequences that you may incur as a result of a Suspension.

3.6 **Compliance Measures.** The Platform may contain technological copy protection or other security features designed to prevent unauthorized uses of the Platform, including features to protect against uses of the Platform: (i) beyond the scope of the license granted under Section 1 and/or (ii) prohibited under Section 3. You shall not, and shall not attempt to, remove, disable, circumvent or otherwise create or implement any workaround to, any such copy protection or security features.

4. **INFORMATION COLLECTION AND USE; AGGREGATED DATA**

4.1. **Collection and Use of Information.** FLASH ROMEO may, directly or indirectly through the services of others, collect and store information regarding use of the Platform and about equipment through which the Platform is accessed and used, by means of: (i) providing maintenance and support services; (ii) security measures included in the Platform as described in Subsection 3.3 above; and (iii) by transfer through the Internet. You agree that FLASH ROMEO may use such information for any purposes related to any of your uses of the Platform, including but not limited to: (a) improving the performance of the Platform or developing updates; and (b) verifying compliance with the terms of this Agreement and enforcing FLASH ROMEO's rights, including all intellectual property rights in and to the Platform.

4.2. **Aggregated Data.** Notwithstanding anything to the contrary in this Agreement, FLASH ROMEO may monitor your use of the Platform, collect, and compile aggregated and anonymized data sets and decision models (the "**Aggregated Data**"). As between the parties, all rights, titles, and interests in and to the Aggregated Data, including any and all intellectual property rights therein, shall belong to and are retained solely by FLASH ROMEO. You acknowledge and agree that FLASH ROMEO may: (i) generate the Aggregated Data based on data you have created, uploaded, submitted, used or otherwise disclosed to FLASH ROMEO or its representatives in connection with your use of the Platform; (ii) make the Aggregated Data publicly available in compliance with applicable laws; and (iii) use the Aggregated Data to the extent and in the manner permitted under applicable laws.

5. **USER CONTENT**

5.1. **Content Ownership.** As between you and FLASH ROMEO, you retain ownership of any content uploaded or created (such as text, video, photos or other materials) that you post on, publish or communicate through the Platform or otherwise provide to FLASH ROMEO hereunder (the "**Content**"), except for the Feedback (as defined below). However, for clarity, where your user account is associated with a company account through a license between FLASH ROMEO and a Licensee, Content that you post, communicate or provide to a Licensee through the Platform, belongs to the Licensee.

5.2. **Content License.** By submitting the Content on the Platform, you grant FLASH ROMEO a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, and transferable license to reproduce, adapt, represent, translate, share, publish, modify and in general use the Content in connection with the Platform, whether for commercial or non-commercial purposes, on any platform and media now known or hereafter devised, limited, however, to usage necessary to operate the Platform in accordance with these Terms and our Privacy Policy. You agree that FLASH ROMEO has no obligation to identify you as

the author of such Content. You further agree to complete and execute any documents that FLASH ROMEO may reasonably request to give full effect of this provision.

5.3. **Netiquette; Deletion.** At all times, when you provide any Content hereunder, you agree not to make any statement that could be considered, at FLASH ROMEO's sole discretion, to be: (i) abusive, defamatory, hateful, racist, xenophobic, homophobic, or sexist (or any use of discriminatory language); (ii) involving vulgar, obscene or malicious language; and (iii) disclosing others' personal information or confidential information. At all times, FLASH ROMEO may, at its sole discretion, delete any Content that does not comply with these Terms or that could be, at FLASH ROMEO's discretion, inappropriate, after 24 hours written notice.

5.4. **Responsibility of the Content.** You hereby agree and accept that you are solely liable for any Content that you provide hereunder. Therefore, you represent and warrant to FLASH ROMEO that: (i) you are either the sole and exclusive owner of the Content, or that you have all rights, licenses, permissions, consents, and releases to grant FLASH ROMEO rights in such Content; and (ii) neither the Content nor its publication or transmission, nor the use of the Content by FLASH ROMEO violates or will violate the rights of any third-party, including intellectual property rights and publicity rights, or any law or regulation, Canadian or foreign.

5.5. **Platform Management.** FLASH ROMEO reserves all rights relating to the administration of the Platform, including in particular the right to delete without notice any Content which, at the sole discretion of FLASH ROMEO, does not comply with the rules set out in this Section 5.

5.6. **Review of the Content.** You acknowledge and agree that FLASH ROMEO has no obligation to review the Content posted on the Platform, or to monitor your access to or use of the Platform, but has the right to do so, in order to ensure compliance with the Agreement, applicable laws, court orders, governmental requirements or other requirements.

5.7. **Third-Party Content.** Through the Platform, you may use and/or access Content provided by third parties. FLASH ROMEO cannot guarantee that such Content will be free of any material or information that you may find objectionable. FLASH ROMEO disclaims all liability related to your access to any Content.

5.8. **Complaint.** In the event that you find that Content violates any of the provisions of this Section 5, FLASH ROMEO invites you to file a complaint, which will be treated confidentially at the following email address: vieprivee@evoila.com, and when applicable through the Licensee's internal processes and hierarchy. Notwithstanding the foregoing, you acknowledge and agree that FLASH ROMEO has no obligation to review the Content posted on the Platform, including your Content, or to monitor your access to or use of the Platform, but has the right to do so, in order to ensure compliance with these Terms, applicable laws, court orders, governmental standards, or any other applicable requirements. FLASH ROMEO reserves all rights with respect to the administration of the Platform, including, without limitation, the right to remove without notice any Content that, in FLASH ROMEO's sole and absolute discretion, does not comply with the rules set forth in this Section Error! Reference source not found..

6. INTELLECTUAL PROPERTY

6.1. **Platform and Documentation.** You acknowledge and agree that the Platform is provided to you under license and is not sold to you. You do not acquire any ownership rights in or to the Platform or Documentation under these Terms, nor do you acquire any other rights in or to the Platform or Documentation, other than the right to access and use the Platform and Documentation in accordance with the license granted under these Terms, subject to all of the terms, conditions and restrictions as detailed in these Terms. FLASH ROMEO reserves and retains all its rights, titles and interests in and to the Platform and the Documentation and all intellectual property rights arising out of or relating to the Platform and the Documentation, subject to the license expressly granted hereunder and where applicable, granted to the Licensee. You are responsible for protecting the Platform and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse or access.

6.2. **Trademarks; Domain names.** All trademarks, service marks, logos, trade names domain names and other designations of FLASH ROMEO (including Voilà! and EVOLIA™) and the Platform (collectively, "**Marks**") are, between us, the exclusive property of FLASH ROMEO. All other domain names, trademarks, service marks, logos, trade names and other designations are trademarks or registered trademarks of their respective owners. You agree to (i) comply with FLASH ROMEO's corporate image, the Marks and applicable symbol standards (i.e. symbols: ™, ® or others); (ii) not to use the Marks ; (iii) not to otherwise harm or affect, in any way, directly or indirectly, the image, goodwill and/or reputation enjoyed by FLASH ROMEO in connection with the Marks; (iv) not use FLASH ROMEO's Marks to promote your products and/or services or those of the Licensee, without FLASH ROMEO's prior written consent (which may be withheld in its sole and absolute discretion); and (v) not use or apply for registration of any trademark, domain name, corporate or business designation, sign or logo that is the same as, similar to, or confusing with FLASH ROMEO's Marks.

6.3. **Feedback.** If you send or transmit to FLASH ROMEO any communications or materials suggesting or recommending changes to the Platform, including, but not limited to, new features or functionality relating thereto, or any comments, questions, suggestions or the like (collectively, "**Feedback**"), FLASH ROMEO is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. You hereby assign to FLASH ROMEO, on your behalf, all right, title and interest in and to the Feedback and such assignment shall be effective as of the date of creation of such right, title and interest. You agree to waive any moral rights you have or may have in and to the Feedback. Without limiting the foregoing, you acknowledge and agree that FLASH ROMEO shall be free to use, without attribution or compensation to any party, any ideas, know-how, concepts, techniques or other intellectual property contained in the Feedback for any purpose whatsoever, although FLASH ROMEO is not required to use any Feedback. You also agree to complete and sign any documents that FLASH ROMEO may reasonably require, in order to give full effect to this provision, although FLASH ROMEO shall have no obligation to use the Feedback.

6.4. **Third-Party Products.** FLASH ROMEO may distribute certain third-party products provided by or integrated into the Platform (collectively, the "**Third-Party Products**"). For purposes of these Terms, such Third-Party Products are subject to their own terms and licenses. If you do not agree to abide by the terms and conditions applicable to such Third



Party-Products, you should not install or use them. You acknowledge and agree that, as between the parties, the applicable Third-Party Providers own all right, title and interest, including all intellectual property rights, in and to the Third-Party Products.

7. NO WARRANTY. THE PLATFORM IS PROVIDED TO YOU “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, FLASH ROMEO DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, FREEDOM FROM ERRORS, SUITABILITY OF CONTENT, OR AVAILABILITY. ALTHOUGH FLASH ROMEO DOES EVERYTHING IN ITS POWER TO ENSURE THAT THE INFORMATION DISPLAYED ON THE PLATFORM IS COMPLETE AND ACCURATE, FLASH ROMEO CANNOT GUARANTEE THAT SUCH INFORMATION IS FREE OF ERRORS, OMISSIONS, AND INACCURACIES. FLASH ROMEO MAKES NO WARRANTY REGARDING THE QUALITY OF ANY CONTENT CONSULTED OR OBTAINED THROUGH THE PLATFORM.

8. LIMITATION OF LIABILITY. FLASH ROMEO ACTS ONLY AS AN INTERMEDIARY BETWEEN YOU AND ANY OTHER USER OF THE PLATFORM, INCLUDING, WHEN APPLICABLE, THE LICENSEE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL FLASH ROMEO, ITS AFFILIATES (IF ANY), AND RELATED ENTITIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS AND LICENSORS BE LIABLE TO YOU FOR YOUR ACCESS AND USE OF THIRD-PARTY PRODUCTS, ANY USE, INTERRUPTION, DELAY OR INABILITY TO ACCESS AND USE THE PLATFORM INCLUDING WITHOUT LIMITATION IN CASE OF BREAKDOWN, NETWORK PROBLEMS, FORCE MAJEURE OR EVENTS BEYOND OUR CONTROL, OR ANY DAMAGE THAT MAY RESULT FROM IT. FLASH ROMEO CAN, AT ANY TIME AND WITHOUT PRIOR NOTICE, INTERRUPT THE ACCESS TO THE PLATFORM TEMPORARILY FOR MAINTENANCE REASONS AIMING AT ITS GOOD FUNCTIONING, WITHOUT HAVING TO GRANT ANY COMPENSATION OR INDEMNITIES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS AND WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL FLASH ROMEO BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE OR KIND WHATSOEVER REGARDING YOUR ACCESS TO AND USE OF THIRD-PARTY PRODUCTS, YOUR RELATIONSHIP WITH THE LICENSEE WHERE APPLICABLE, THE USE OR PERFORMANCE OF THE PLATFORM, THE INFORMATION AND DATA PROVIDED BY THE PLATFORM OR THEIR ACCURACY, YOUR RELIANCE OR ANY DECISION YOU’VE TAKEN BASED ON THE INFORMATION AND DATA PROVIDED BY THE PLATFORM. YOU UNDERSTAND AND ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO TAKE THE APPROPRIATE DECISIONS BASED ON YOUR EXPERTISE AND KNOWLEDGE. YOU ARE PROVIDED THE PLATFORM UNDER THESE TERMS AND WHERE APPLICABLE, UNDER THE AGREEMENT BETWEEN FLASH ROMEO AND THE LICENSEE. IN THE LATTER CASE, YOUR ACCESS TO THE PLATFORM IS SOLELY FOR THE BENEFIT OF THE LICENSEE AND AT THE LICENSEE’S DISCRETION AND YOU ACKNOWLEDGE THAT YOU HAVE NO RIGHTS UNDER THAT AGREEMENT, INCLUDING ANY RIGHTS TO ENFORCE ANY OF ITS TERMS. ANY OBLIGATION OR LIABILITY THAT FLASH ROMEO OR ITS AFFILIATES (IF ANY) MAY HAVE WITH RESPECT TO YOUR USE OR INABILITY TO USE THE



PLATFORM SHALL BE SOLELY UNDER THESE TERMS AND CONDITIONS AND WHERE APPLICABLE, SOLELY TO THE LICENSEE UNDER THE AGREEMENT WITH FLASH ROMEO AND SUBJECT TO ALL LIMITATIONS OF LIABILITY SET FORTH THEREIN.

9. INDEMNIFICATION. By using the Platform, you agree to indemnify and hold FLASH ROMEO, its affiliate (if any), directors, officers, shareholders, employees, mandataries, and licensors (collectively "**FLASH ROMEO's indemnitees**") harmless from and against any and all damages, claims, liabilities, losses, costs, fines, penalties and debts, including reasonable legal fees and costs that FLASH ROMEO's indemnitees may incur or be required to pay, directly or as a result of a third-party claim resulting from: (i) your use of the Platform; (ii) any use of your Content authorized by these Terms; (iii) any complaint from a third party regarding soliciting electronic messages you've sent; (iv) any other alleged violation of these Terms on your part.

10. HYPERLINKS.

10.1. The Platform may contain hyperlinks to external websites that take you away from the Platform (the "**External Sites**"). You acknowledge and agree that FLASH ROMEO is not responsible for the availability of such External Sites or the accuracy of the content, products or services available on such External Sites. Hyperlinks to External Sites do not imply that FLASH ROMEO approves or endorses such External Sites. You acknowledge and agree that you assume all risks arising from your use of External Sites. By using the Platform, you expressly release FLASH ROMEO from any and all liability arising from your use of any External Site, and you are bound by the terms of use and privacy policy applicable to such External Sites.

11. GENERAL

11.1. **Export Control.** The Platform may be subject to export control laws, including Canadian and United States export control laws. You shall not, directly or indirectly, export, re-export, disseminate the Platform to, or make the Platform available from, any jurisdiction or country to which export, re-export or dissemination is prohibited by law, rule or regulation. You must comply with all applicable federal laws, rules and regulations, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), before exporting, re-exporting, distributing or otherwise making the Platform available outside of Canada and the United States.

11.2. **Survival of Provisions.** The provisions that by their nature should survive termination of these Terms shall survive termination, including ownership, no warranty, limitation of liability and indemnification.

11.3. **Assignment.** You cannot assign or transfer these Terms or any rights or obligations thereto.

11.4. **Notices.** We may provide you with any required legal notices (including service of legal procedures) by any lawful method, including posting notices on the Platform or sending notices to any email address you provide when setting up your account on the Platform or that you provide in any other interaction with us or the Platform. You agree to send us notices by posting them to: support@evoila.com.

11.5. **Entire Agreement.** These Terms, together with the Privacy Policy, constitutes the entire and exclusive agreement between you and FLASH ROMEO regarding the Platform and the Documentation and shall supersede and replace any and all prior oral or written understandings or agreements between FLASH ROMEO and you.

11.6. **Waiver; Severability.** The failure of FLASH ROMEO to enforce any right or provision of this Agreement will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of FLASH ROMEO. Except as expressly set forth in these this Agreement, the exercise by FLASH ROMEO of any of its remedies under this Agreement will be without prejudice to its other remedies. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect.

11.7. **Force Majeure.** FLASH ROMEO shall not be liable to you, and shall not be deemed to be in default or breach of any of its obligations hereunder where such failure or delay is due to unforeseeable events beyond its control such as strikes, labor disputes, civil disturbances, riots, rebellions, invasions, hostilities, wars, terrorist attacks, embargoes, acts of God, epidemics, pandemics, natural disasters, floods, tsunamis, fires, sabotage, fluctuations in or unavailability of electrical power, heat, light, air conditioning or when applicable, of the Licensee's equipment, loss and destruction of property, or any other circumstances or causes beyond the reasonable control of FLASH ROMEO.

11.8. **Invalidity or Unenforceability.** In the event that one or several of the provisions of the Terms are declared invalid or unenforceable or inapplicable by a court of competent jurisdiction, such invalidity or inapplicability will not affect the validity or applicability of the other provisions of the Terms. These Terms will then be interpreted as if the invalid or inapplicable provision had never formed part of these Terms.

11.9. **Governing Law and Jurisdiction.** These Terms shall be governed by, construed, and enforced in accordance with the laws of the Province of Quebec and applicable federal laws, without regard to conflict of law rules. Subject to Section 8, you agree that, if applicable, any dispute between you and FLASH ROMEO arising out of, relating to, or in any way connected with these Terms shall be brought and resolved exclusively in the judicial district of Quebec City, in the Province of Quebec, and you waive any objection that such venue is impractical or improper.

11.10. **Contact Us.** FLASH ROMEO appreciates your comments, questions and feedback, which may be sent to: info@evoila.com.

11.11. **Language.** It is the express wish of the parties that this document and all related documents, including notices and other communications, be drawn up in the English language. *Il est la volonté expresse des parties que ce document et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais.*