

Date of last update: August 25, 2023.

Terms and conditions of sale and use (the “General Conditions”)

Company information :

Company legal name :	INTELLIFORM SOLUTIONS TECHNOLOGIQUES INC. (doing business under “ECCENTRIX”)
Place of business :	2000 McGill College, 6th floor, Montreal H3A 3H3 Quebec
Quebec business number :	1167779595
GST number :	835084286 RT 0001
QST number :	1218331366 TQ 0001
Website :	www.eccentrix.ca
E-mail :	info@eccentrix.ca

Introductory provisions

Section 1

The **General Conditions** constitute a legally binding agreement concluded between the company ECCENTRIX (“we” or the “**seller**”) and you, the buyer of the services offered by the seller on the Site must be a legal person, having a legal address in Canada (“you” or the “**buyer**”) regarding your access to and use of any Seller Platform, including the www.eccentrix.ca Website as well as any other form of media, Mobile Website or mobile application linked thereto (collectively the “**Site**”). You acknowledge that by accessing the Site, you are deemed to have read, understood, and agreed to be bound by all these terms of use, which have even been expressly accepted through any purchase on the Site. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF USE, YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST STOP USING IT IMMEDIATELY.

The General Conditions are governed by and interpreted in accordance with the laws of Quebec and the applicable federal laws of Canada without regard to the principles of private international law.

Section 2

We endeavor to display as precisely as possible the training courses available on the site, as well as their details, including the equipment provided, and the dates

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planned (for information only) or the dates guaranteed. However, we do not guarantee the scheduled dates or the availability of training due to a minimum number of required participations and the availability of trainers, if applicable. The trainings are provided in French or English, with material provided in the language chosen by the author of the training which may be different from that in which the training is given. If the service is delivered electronically, i.e., in a virtual classroom broadcast directly over the Internet, you must ensure that you have the appropriate technical equipment for the platform we have chosen to provide the training.

You acknowledge that we may stop offering training at any time, for any reason. The prices of all training courses are subject to change, particularly since the training courses may be at regular or promotional prices. In addition, the prices of certain training courses will be made available to you, on request only.

By using the Site and/or making a purchase, you represent and warrant that: (1) all registration information you submit will be true, accurate, current and complete; (2) you will maintain the accuracy of such information and promptly update it as necessary; (3) you have the legal capacity and you agree to comply with the Terms and Conditions; (4) you will not access the Site by any automated or non-human means, whether through a robot, script or otherwise; (5) you will not use the Site for any illegal or unauthorized purpose; and (8) your use of the Site will not violate any applicable law or regulation. If you provide false, inaccurate, outdated, or incomplete information, we have the right to suspend or terminate your account and refuse any current or future use of the Site (or any part thereof).

Intellectual property rights

Section 3

Unless otherwise specified, the Site is our exclusive property and all source code, databases, functionality, software, web site designs, audio, video, text, photographs and graphics on the Site (collectively, the "**Content**") as well as the trademarks, service marks and logos contained therein (the "**Marks**") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws in Canada, foreign jurisdictions and international conventions. The Content and Marks are provided on the Site "as is" for your information and personal use only.

Subject to your permission to use the Site, you are granted a limited license to access and use the Site, and to download or print a copy of any portion of the Content which you have duly accessed, solely for your use, personal and not commercial. Thus, the video material you receive for the training may be used exclusively by the participant who attended the training and must not be distributed in any way.

The procedure for acquiring the service

Section 4

By choosing the desired training on the Site and clicking on the "Register" field (when you are interested in the public class, i.e. training provided simultaneously to participants from different legal entities), or "Contact us" (when you are interested in the private class, i.e. training organized exclusively for the needs of participants of a single legal entity), you must enter the following data and be authorized to do so : your surname and first name, professional or company email address, your contact telephone number, the corporate name of the company you represent, its head office, as well as the surname, first name and email address of the participant in the training. You can enter this data in French or English only, otherwise your data entry will be considered invalid.

After that, by clicking on the "Submit" field, you will be authorized to submit an offer request to us for the desired training. To submit the form, you must confirm that you agree with the General Conditions by ticking the box provided for this purpose, mentioning the conditions and circumstances of the execution of the contract, on the consequences of non-respect of your commitments, and of your termination of the contract after its execution. Access to the General Conditions is available as a web link from the training registration form.

It is also possible to purchase a service by writing by e-mail to info@eccentrix.ca or to one of our representatives, it being understood that when making such a request by e-mail, you must provide us with all the information given in the previous paragraph. In such a case, you will be considered to always accept the General Conditions available on the Site, which will be sent to you by email during the communications mentioned above. The offer that we will submit to you by e-mail reply will be considered accepted if we receive an acceptance from you by e-mail, within 7 days of the sending of our offer. From this moment, a sales contract is concluded between us, which will be accompanied by an invoice for the execution of the mandate, in accordance with the provisions of the General Conditions.

At the latest four days before the start of the training, the participants (according to the agreement concluded between the seller and the buyer) will receive an invitation to the training with more information about its organization, such as the start date, location, nearby parking options (if applicable) and the like. Seller is obligated in connection with such an invitation to Buyer, i.e., participants, to submit all technical data necessary for successful connection to the training from the location of the buyer or participant.

Section 5

When concluding a sales contract, all descriptions of services, prices and other

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conditions are defined for both the seller and the buyer, which means that they are not subject to any modification, unless it is manifestly related to a technical error that has occurred on the Site or in the Seller's offer, in which case the Seller may unilaterally modify the agreed data in an appropriate manner.

Notwithstanding the preceding paragraph, you acknowledge that the seller is authorized, at the conclusion of the contract or after the conclusion thereof, to modify the date and/or time of the training which were scheduled, and this, due to the need to find an appropriate trainer and enough participants. These date changes apply when a training course acquired by the buyer is on the **planned/scheduled date (i.e., which is not guaranteed)** on the Site. Therefore, such a change does not constitute a reasonable reason for termination of the contract by the buyer. In the event of a change in the training date, the seller is required to provide this training without delay, no later than six months from the date initially defined for its delivery, as well as to provide participants with an invitation to the training, at least four days before the start of such training. Without limiting the generality of the foregoing and for purposes of clarification, you irrevocably waive the application of article 2125 of the *Civil Code of Quebec*.

In addition, if the seller is unable to provide a service in accordance with the contract entered, due to problems with the power supply or the Internet connection, or other sudden and extraordinary circumstances which could not have been foreseen or avoided, the seller must provide this service to the buyer without delay, no later than 60 days from the date initially defined for its delivery. The seller is obliged to inform the buyer in writing of the existence of the mentioned circumstances, immediately after the discovery of such inability to provide training.

If the seller fails to organize and execute a chosen and contracted training, within a period prescribed by the provisions of this article of the General Conditions, he will be obliged to reimburse the invoice payments made by the buyer, no later than seven days from the expiry of the delivery period.

The price of the Services

Section 6

All the prices of the services displayed on the Site, as well as in the seller's offers, are indicated without the corresponding taxes which will be displayed at the time of registration on the Site and in the seller's offer.

Payment methods

Section 7

The seller must send, within two days of receipt of the buyer's acceptance of an offer, the invoice for the service chosen and the buyer must pay the said invoice within a period of seven days from receipt thereof, all in accordance with the

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instructions therein. The invoice can be paid by bank transfer (banking information will be provided on the invoice) or by Visa, MasterCard, or American Express credit card online. For payment by credit card, an email from Square, a payment system that the seller uses will be sent to the buyer to complete the transaction, it being understood that Square uses its own site, and that the seller cannot be held responsible of the use of this site.

In the event of non-payment by the buyer within the stipulated period, the contract will be terminated instantly. Furthermore, from the moment of execution of the contract until the payment of the price of the agreed service, the buyer may unilaterally terminate his contract, by submitting a written notice to the seller.

The payment of the total amount of the invoice by the buyer will be considered as a guarantee of attendance for the named participant(s) in a chosen training. Each termination by a buyer of the contract, once payment has been received, for whatever reason, shall be deemed untimely and unlawful, in which case the seller shall retain the full price paid. To this end, within three days from the end date of the training, a video recording of this purchased training will be delivered to the buyer, the seller having therefore completed his provision of services in accordance with the contract entered.

Data Accuracy and Disclaimer

Section 8

The seller is required to keep the information published on the Site up to date and accurate. However, despite the seller's continuous efforts to keep the data on the subject up to date and accurate as possible, it may happen that this data is erroneous or incomplete, thus rendering the seller not responsible for the consequences arising from the buyer's presumption, that these data are correct. The seller invites buyers to immediately report irregularities in the General Conditions to the following email address: info@eccentrix.ca.

We do not control the quality of the technical environments (i.e., a laboratory) created by a third party and determined by the authors of a training course. Thus, we can in no way be held responsible for their proper functioning. In the same vein, we will not be liable for any potential interference during the use of the Site caused by an inadequate configuration of your work environment, prohibitions of access from your work environment or any other limitation related to your network.

Modification of the Site and the General Conditions

Section 9

The seller may, at any time, temporarily or permanently, completely, or partially,

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modify or delete the Site without notice to users and buyers, that is to say, to limit the availability of the said Site to certain persons or to a geographical area. In addition, we may at any time, without notice, modify the General Conditions, by updating this document, the modifications of which are binding on the buyers. Changes to the Terms and Conditions are only effective if they are in writing and posted on the Site.

General data protections

Section 10

We care about the privacy and security of your data. Please see our privacy policy: Privacy Statement. By using the Site or the Offerings, you agree to be bound by our [Declaration of confidentiality](#), which is incorporated into the Terms and Conditions. Please note that the Site and the Offerings are hosted in Canada. If you are accessing the Site or Offerings from the United States, European Union, Asia, or any other region of the world whose laws or other requirements governing the collection, use, or disclosure of data differ from applicable laws in Canada, by continuing to use the Site, you are transferring your data to Canada and you expressly consent to your data being transferred to and processed in Canada.

We will retain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we regularly perform routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we are not responsible for any loss or corruption of such data, and you hereby waive any right of action against us arising out of such loss or corruption of such data.

Notice

Section 11

To resolve a complaint regarding the Site, our Terms and Conditions, our services or our policies, or to receive further information regarding the use of the Site, our Terms and Conditions, our services or our policies, please contact us at the following address : info@eccentrix.ca.

Proper Applications of Terms and Conditions and Seller Responsibilities

Section 12

The provisions of the General Conditions also apply to agreements between sellers and buyers which are not concluded electronically, in which case all communication between the said parties will be in writing, by registered mail.

Electronic communications, transactions, and signatures

Article 13

Visiting the Site, sending e-mails to us and completing online forms constitutes electronic communication. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, by email and on the Site, satisfy any legal requirement that such communication must be made. in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, AGREEMENTS, ORDERS AND OTHER RECORDS, AND TO THE ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY OR THROUGH US OF THE SITE. You hereby waive any right or requirement under any statute, regulation, rule, ordinance, or other law in any jurisdiction that requires an original signature or the delivery or retention of non-electronic records, or to payments or the granting of credit by any means other than electronic means.

Final provisions

Section 14

The Terms and Conditions and any policies or operating rules posted by us on or in connection with the Site constitute our entire agreement. Our failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. They apply to the fullest extent permitted by law. We may at any time assign all or part of our rights and obligations to third parties. We are not responsible for any loss, damage, delay, or failure caused by any cause beyond our reasonable control. If any provision or part-provision of the Terms and Conditions is held to be unlawful, void, or unenforceable, that provision or part-provision shall be deemed severable from the Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.

The Terms and Conditions and use of the Site do not create any joint venture, partnership, employment relationship or agency relationship between you and us. You agree that the Terms and Conditions shall not be construed against us because we wrote them. You hereby waive any defense you may have based on the electronic form of the Terms and Conditions and the failure of the parties hereto to execute these Terms and Conditions.

Any legal action of any kind brought by you or us (collectively, the "parties" and individually, a "party") will be instituted or prosecuted in the courts located in the judicial district of Montreal, province of Quebec (Canada), to the exclusion of any other jurisdiction.

The General Conditions are written in French and in English, but, in the event of difficulty of interpretation, the French version will prevail.