

PREAMBLE

Thank you for using the Le Café des Impressionnistes inc online ticketing service (the “Service”). Your purchase of tickets through the Service is subject to the terms of the present Purchase Agreement for tickets (the “Agreement”), Terms of Use and the Privacy Policy.

When reference is made to the “Agreement” it shall also include the Terms of Use and the Privacy Policy, which are incorporated by reference herein as if recited at length. If there should be inconsistencies between the present Purchase Agreement and the Terms of Use or Privacy Policy, the Purchase Agreement shall prevail.

By purchasing tickets through the Service you agree to be bound by the Agreement.

If you have any questions about this Agreement, please contact us at 1-866-524-1914 or tickets@supportbsm.com.

This preamble shall form an integral part of the Agreement.

PARTIES

The parties to the Agreement (the “Parties”) are:

Le Café des Impressionnistes inc.,

1032 avenue Laurier Ouest, bur.303, Montréal (Québec) H2V 2K8

(hereinafter referred to as “Le Café des Impressionnistes inc”)

– AND –

You (also referred to as the “Customer”, and may be written as “You” or “you”)

PURCHASED TICKETS

You hereby agree to purchase and Le Café des Impressionnistes inc agrees to sell the ticket(s) (the “Ticket(s)”) detailed in your Order Confirmation (as defined below). The purchase of the

Ticket(s) grant the bearer the revocable license to attend the exhibition described on the Ticket(s). No other relationship between the Parties, either expressed or implied, is created by your purchase of the Ticket(s).

ORDER CONFIRMATION

Once your order is confirmed and your payment completed, you will receive a confirmation page and/or email indicating a confirmation number (the "Order Confirmation"). You must keep your confirmation number.

If, for any reason whatsoever, you do not receive a confirmation number or if you receive an error message or encounter a service interruption, it is your entire responsibility to contact our Customer Service Department to confirm whether your order has been properly processed. You are solely responsible for any problem that may occur during the purchase of Ticket(s). In such case, Le Café des Impressionnistes inc shall not be responsible for any loss (monetary or otherwise) that may result from any problem occurring during the purchase of Ticket(s) through this website, including, without limitation, the failure of a transaction to be completed or confirmed, whether through the actions of Le Café des Impressionnistes inc and /or its related entities, or a third party.

OBLIGATION TO PAY

By accepting the terms of this Agreement, you agree to pay the full price of the Ticket(s) ordered, including any applicable taxes and delivery, convenience and other fees, as described on the Order Confirmation page or e-mail. Ticket(s) prices for exhibitions that occur in Canada are stated in Canadian Dollars.

REFUNDS AND EXCHANGES

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Please carefully review your ticket date and time selection before you submit and confirm your order, as tickets are non-refundable. Change of date requests are subject to availability and must be made at least 48 hours prior to your scheduled time. Patrons are required to self-evaluate before attending the exhibition. Please do not attend if you have any symptoms of illness, no matter how mild. If you are ill or have been directed by a health professional to self-isolate, contact us at the email address located in the information section of your city and we will be happy to help you reschedule your tickets.

DELIVERY

Tickets will be emailed to you upon completion of purchase. Please check your junk/spam folder if you do not receive your tickets.

CANCELLED AND/OR POSTPONED EXHIBITIONS

If an exhibition is cancelled or postponed, Le Café des Impressionnistes inc may, at its sole and exclusive discretion, offer either an exchange or refund for tickets purchased. If an exhibition is cancelled or postponed, you will be informed of procedures for making an exchange or obtaining a refund through this website. Refunds will be made to the original purchase method.

If an exhibition is cancelled, as a general rule the credit card with which you purchased the Ticket(s) will be refunded. However, Le Café des Impressionnistes inc reserves the right to decide on an alternative refund or exchange method for a particular exhibition.

Le Café des Impressionnistes inc may change its refund and/or exchange policies at any time, at its sole and exclusive discretion. Any change to the policy may be found at the present URL.

LATE ARRIVAL

The exhibition starts on time and latecomers may be admitted only during a suitable break, at the sole discretion of the ushers or other employees of Tandem exhibitions.

RIGHT TO CANCEL TICKETS, REFUSE ACCESS AND EXPEL

Le Café des Impressionnistes inc reserves the right to cancel any Ticket(s) or order of Ticket(s) through this website and to institute legal proceedings against you if you breach any provision of the Agreement or this website.

Le Café des Impressionnistes inc reserves the right to request photo ID of the Ticket(s) holder.

In the event any person attending an exhibition is judged unmanageable or exhibits behaviour which is considered inappropriate, or fails to comply with Tandem exhibitions' rules, Le Café des Impressionnistes inc reserves the right, without any refund or compensation, to terminate such person's license to attend the exhibition and immediately expel such person.

The Ticket(s) purchased on this website are revocable licenses and admission to a Ticket holder may be refused for any reason (or no reason) at the sole discretion of Le Café des Impressionnistes inc, its employees, agents, officers or representatives, upon refunding the Ticket's face value. Ticket(s) shall not be redeemable for cash.

RECORDING, TRANSMISSION AND PUBLICATION

All cameras, tape recorders and video recorders (including when incorporated in cellular phones or other mobile devices) and their use are strictly forbidden on the site of the exhibition.

You hereby grant Le Café des Impressionnistes inc the right to use your image, likeness, actions and statements in any transmission, publication or reproduction of the exhibition in any means or circumstances, without any further permission or compensation.

NO RESALE

Any unlawful resale of Ticket(s) is strictly prohibited. Le Café des Impressionnistes inc reserves the right to cancel the license granted under the Ticket(s) and in connection with any fraudulent sale of such Ticket(s), without refund or other compensation.

NO PROMOTION WITHOUT PERMISSION

The Ticket(s) and may not be used for any advertising and/or promotional purposes (including contests and sweepstakes) or resold for the purposes of same without the prior written authorization of Tandem exhibitions.

USE OF PERSONAL INFORMATION

In addition to and without limiting the generality of the provisions set out in our Privacy Policy, by purchasing Ticket(s) through this website, you expressly agree that the personal information you provide us may be used by Le Café des Impressionnistes inc or its affiliates and other persons acting on behalf of Le Café des Impressionnistes inc, in order to deliver the Ticket(s) to you and add you to our distribution list to propose you offers and other promotional or marketing activities and to provide you with the latest information about Le Café des Impressionnistes inc. We remind you that if you wish that we discontinue use of your personal information, please contact us.

LIMITATION OF LIABILITY

Notwithstanding all security measures in place on the site, injury may occur during an exhibition. By accepting the terms of the Agreement, you assume all risk, liability and responsibility for any and all damages of any nature suffered by you, including, without limitation, bodily harm and loss of property incurred during or in connection with the exhibition. Furthermore, you hereby waive any and all rights to claim damages, monetary or otherwise, or to institute civil, criminal, administrative or legal proceedings against Tandem exhibitions, its affiliates and other related entities or their directors, officers, administrators, employees, representatives and all other persons acting on behalf of Le Café des Impressionnistes inc, resulting from any cause whatsoever arising either before, during or after the exhibition.

In certain cases, applicable laws may not allow the limitation of liability set forth above, so this limitation of liability may not apply in such particular cases. If any part of this limitation

on liability is found to be invalid or unenforceable for any reason, then Tandem exhibitions' aggregate liability (and that of its affiliates and other related entities or their directors, officers, administrators, employees, representatives and all other persons acting on behalf of Tandem exhibitions) under such circumstances for liabilities that otherwise would have been limited shall not exceed one hundred Canadian dollars (CAN\$100).

INDEMNIFICATION

You hereby agree to indemnify and hold harmless Tandem exhibitions, its affiliates and other related entities, their directors, officers, administrators, managers, employees, representatives, and all other persons acting on behalf of Le Café des Impressionnistes inc from and against any and all claims, actions, damages or other demands, including, but not limited to, reasonable costs and expenses of litigation such as counsel fees, arising from or relating to your purchase of Ticket(s).

APPLICABLE LAWS AND EXCLUSIVE JURISDICTION

The parties hereby agree that this Agreement shall be governed by and interpreted according to the laws applicable within the Province of Quebec in force at the time, without regard to conflict of law provisions. Furthermore, the parties hereby elect to submit to the exclusive jurisdiction of the Courts of the Province of Quebec, in the Judicial District of Montreal, in respect of any action or proceeding arising out of or related to the Agreement. However, the foregoing clause is in force without prejudice to the rights of Le Café des Impressionnistes inc to obtain any protective proceeding such as an injunction from any competent court having jurisdiction.

TICKET CONDITIONS

Patrons are required to self-evaluate before attending the exhibition. Please do not attend if you have any symptoms of illness, no matter how mild. Contact us at 1-866-524-1914 or tickets@supportbsm.com and we will be happy to reschedule your tickets. Patrons are required to wear masks and practice physical distancing at all times within the exhibition. Patrons who do not comply will be asked to leave. Children four years of age and under are admitted free, but still require a ticket for capacity limitation purposes. If you are bringing a child four years of age or younger, please ensure you select a free child ticket with your order. Le Café des Impressionnistes inc are cashless exhibits.

GENERAL

Where a Court of Competent Jurisdiction declares a portion of the Agreement invalid or unenforceable, the remainder of the Agreement shall remain in force.

The headings in the Agreement are provided for clarity only and do not form an integral part of the Agreement.

Where you have read the Agreement in English, the Parties agree that the Agreement shall be drawn up in the English language. You can also read the Agreement in French.