

INTRODUCTION AND ACCEPTANCE

Welcome to the Le Café des Impressionnistes inc website (the “Website”) which includes all subdomains present and future, and the Ticketing System located at distinct subdomains (when the Ticketing System is accessed through a mobile device). The Website and Ticketing System are collectively referred to as the “Services”. We hope you enjoy your visit and / or use of the Services. By visiting the Website and / or using the Services, you agree to be bound by the terms of the present agreement, known as the Terms of Use (the “TOU”).

Le Café des Impressionnistes inc, a duly incorporated company in the province of Québec, Canada (“Le Café des Impressionnistes inc”).

The TOU were last modified on November 7 2019. Le Café des Impressionnistes inc reserves the right, at any time and without prior notice, to modify or replace any of the TOU. Any changes to the TOU can be found at this URL. It is your responsibility to check the TOU periodically for changes. Your use of the Services following the posting of any changes to the TOU constitutes acceptance of those changes. The TOU should be read in conjunction with the Privacy Policy, as both these documents govern your use of the Services. Where you use the Ticketing System through the Services, you are also bound by the Purchase Agreement for Tickets.

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

GENERAL CODE OF CONDUCT FOR USE OF THE SERVICES

By using the Services, you agree to:

- Not use the Services in any manner that in any way violates these TOU;
- Not use the Services in any manner that violates any intellectual property rights of any third party;
- Not use the Services in any manner to propagate spam, including but not limited to unsolicited advertising or bulk electronic mail or messages, including to link to a spam or phishing website;
- Not use the Services in any manner to propagate software viruses, Trojan horses, worms, or any other malicious or non-malicious computer code, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment in any form whether belonging to Le Café des Impressionnistes inc or a third party, or to damage or obtain unauthorized access to any system, data, password or other information of Tandem, other Le Café des Impressionnistes inc users, or any other third party;
- Not: (1) take any action that imposes or may impose (as determined by Le Café des Impressionnistes inc in its sole discretion) an unreasonable or disproportionately large load on Tandem’s (or its third party providers’) infrastructure; (2) interfere or attempt to interfere with the proper functioning of the Services or any activities conducted on the Services; (3) bypass any measures Le Café des Impressionnistes inc may use to prevent or restrict access to the Services or any element thereof; (4) use manual or automated software, devices, or other processes to “crawl” or “spider” any page of the Website; or (5) harvest or scrape any content from the Services in an unreasonable manner;
- Use the Services in compliance with all applicable local, state / provincial, national, and international laws.

EXTERNAL LINKS

From time to time Le Café des Impressionnistes inc may provide links to other websites or services. Links from the Services may take you to websites or services not covered by these TOU. When you access third party resources on the Internet in this manner, you do so at your own risk. Le Café des Impressionnistes inc provides those links as a convenience to you and Le Café des Impressionnistes inc takes no responsibility for your use of those other websites or services or protection of your privacy on those other websites or services. We encourage you to check the Terms of Use and / or Privacy Policy of any website or service you visit. Le Café des Impressionnistes inc does not make any claim or warranty whatsoever about the content of those websites or services to which we link.

Without limiting the generality of the preceding paragraph, Le Café des Impressionnistes inc may use third-party ticket vendors ("Ticket Vendors") for certain exhibitions, and these TOU do not apply to these Ticket Vendors that Le Café des Impressionnistes inc does not control. We encourage you to read the Terms of Use or similar legal document of any of the Ticket Vendors you use.

In no way will Le Café des Impressionnistes inc be held responsible for any damages, direct or indirect, pecuniary or non-pecuniary, for your use of websites or other services that may be linked to from the Services or the information thereon, or any virus, Trojan horse, worm or other similar destructive file received as a result of your use of those websites or services, or caused by or in connection with, use of or reliance on any content, goods or services available on or through any linked-to website or service, or the actions of the operators of any such website or service.

COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

The content, arrangement and layout of the Services, including, but not limited to, the trademarks, photos, images, text (in the form of plain text, HTML, or PDFs) and computer code are proprietary to Tandem, either owned or under license, and may not be copied, imitated, reproduced, displayed, distributed, transmitted, decompiled or otherwise used without the express permission of Tandem. Any unauthorized use of the content, arrangement or layout of the Website or Services, computer code, or images or trademarks found in the Services or any derivative works thereof may violate civil or criminal laws, including but not limited to intellectual property laws, and Le Café des Impressionnistes inc may take action accordingly.

The above paragraph further applies to third party property used as part of the Services, including but not limited to third party computer code.

For the purposes of the present section, "computer code" includes source code, frameworks, CSS or JavaScript files, templates, modules, or any similar files.

INTERRUPTION OF SERVICE

From time to time, the Services may be unavailable for brief periods of time for maintenance and / or modifications to the Services. While we will endeavor to make this unavailability as brief as possible, Le Café des Impressionnistes inc shall not be held liable for any damages, pecuniary or non-pecuniary, resulting from the interruption of the normal functioning of the Services, and disclaims any responsibility thereto.

TERMINATION OF THE SERVICES

You agree that Tandem, in their sole discretion, with or without cause, has the right (but not the obligation) to block your IP address, or otherwise terminate your access to or use of the Services (or any part thereof), immediately and without notice, for any reason, including, without limitation, if Le Café des Impressionnistes inc believes that you have acted inconsistently with the letter or spirit of the TOU.

Le Café des Impressionnistes inc may also, in their sole discretion and at any time, discontinue providing the Services, or any part thereof, with or without notice. Furthermore, you agree that the Le Café des Impressionnistes inc shall not be liable to you or any third party for any damages, pecuniary or non-pecuniary, resulting from termination of your access to the Services, or from Tandem's termination of the Services or any part thereof.

All provisions of these TOU which by their nature should survive termination shall survive termination of the Services, including without limitation, intellectual property ownership provisions, disclaimer of warranties, indemnity and limitations of liability.

INDEMNITY

Notwithstanding any other term of the TOU or any act or failure to act by Le Café des Impressionnistes inc or its agents or subcontractors, you agree to indemnify, defend and hold harmless Le Café des Impressionnistes inc and their officers, directors, owners, partners, partnerships, principals, employees, affiliates and other related entities, servants, agents, representatives, successors and assigns from and against any damages, liabilities, costs and expenses (including reasonable attorneys' fees), claims or demands, arising out of (i) your use of or connection to the Services or the information therein, (ii) your participation in any activities arising from the Services, (iii) your violation of, or failure to perform your obligations under the TOU or, (iv) your violation of any rights of a third party.

DISCLAIMER OF WARRANTIES

You expressly understand and agree that your use of the Services, the information therein, or any activity arising from the use of the Services is at your sole risk. The Services, or any third-party materials, are provided on an "as is" and "as available" basis, and you will be solely responsible for any damage to your computer system or loss of data that results from the download, stream or access of any material obtained through the use of the Services or any other functionalities of the Services. The information provided through the Services written by Le Café des Impressionnistes inc staff is known to be as accurate as possible at the time of writing, and every effort has been made to ensure that the information from the Services is as accurate and up-to-date as possible. However, certain information may change, and errors may occur, and Le Café des Impressionnistes inc is not responsible for any loss, financial or otherwise, resulting from changes or errors in information. Le Café des Impressionnistes inc expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, warranties of title and non-infringement, warranties that the Services and any third-party materials will be uninterrupted, error-free, accurate, reliable and free from virus and other harmful components, and the implied warranties of merchantability and fitness for a particular purpose. Tandem, and its directors, employees, agents, suppliers, partners and content providers do not warrant that: (i) the Services will be secure or available at any particular

time or location; (ii) any defects or errors will be corrected; (iii) any content or software available at or through the Services is free of viruses or other harmful components; or (iv) the results of using the Services will meet your requirements. Your use of the Services is solely at your own risk.

LIMITATION OF LIABILITY

You expressly understand and agree that Le Café des Impressionnistes inc shall not be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, in contract, tort, strict liability, negligence, general civil liability or any other cause of action under legal or equitable theory, relating to the Services, the information on the Services, the use of the Services, activities arising from your use of the Services, or the third party materials on the Services. This limitation of liability applies, without limitation, to any damages or injury caused by any error, omission or other failure of performance by Tandem, their affiliates and business partners; any interruption, defect or delay in operation or transmission, including communication line failure; any computer virus; and any theft, destruction or alteration of, or unauthorized access to or use of, any electronic records.

GOVERNING LAWS AND JURISDICTION

Use of the Services shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada, in force at the time without regard to conflict of law provisions. You agree that any legal action or proceeding between you and Le Café des Impressionnistes inc shall be brought exclusively in the courts located in the Judicial District of Montreal, Quebec, Canada.

MISCELLANEOUS PROVISIONS

- The TOU, in conjunction with the Privacy Policy and Purchase Agreement for Tickets (where applicable), constitute the entire agreement between you and Le Café des Impressionnistes inc with respect to your use of the Services, superseding any prior agreements between you and Tandem.
- Le Café des Impressionnistes inc shall not be liable for any failure to perform its obligations under the present TOU where such failure results from any cause beyond Tandem's reasonable control, including, but not limited to, mechanical, electronic or communications failure or degradation.
- If any provision of the TOU, Privacy Policy or Purchase Agreement for Tickets (where applicable) is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU, Privacy Policy or Purchase Agreement for Tickets (where applicable), as the case may be, shall remain in full force and effect.
- The section titles in the TOU, Privacy Policy and Purchase Agreement for Tickets (where applicable) are for convenience only and have no legal or contractual effect.