

## Terms of Use

Last updated: January 1<sup>st</sup>, 2017

Welcome to the Utrakk™ (the "**UTrakk Application**") website. We invite you to carefully read these Terms of Use for the UTrakk Application before using it or using the services offered. Access and use of the UTrakk Application is offered subject to: (i) the creation of a user account in your name by a super-user responsible for the administration of all user accounts associated with your employer and (ii) your acceptance of the Terms of Use set forth herein. Your use of the UTrakk Application constitutes your acceptance of these Terms of Use.

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, PLEASE IMMEDIATELY STOP USING THE UTRAKK APPLICATION.

### Ownership

Proaction TI Inc. ("Proaction TI" "we," "our" or "us") is the owner or is duly authorized to use all the rights, titles and interests associated with the UTrakk Application. All the items presented in the UTrakk Application, including the content, website design, texts, photos, images, sounds, videos, trademarks, trade names, graphics and other information, but excluding the "User Data" as defined in the Privacy Policy (collectively, the "Content") are the property of Proaction TI and/or of third parties who have granted license(s) to Proaction TI, if applicable, and are protected by copyright, trademarks and other intellectual property laws. Any unauthorized use or reproduction of the Content is strictly prohibited.

### Professional use restriction

Your use of the Utrakk Application may be restricted by a super-user associated with your employer. The UTrakk Application is designed for internal professional use within the company for the benefit of which you use it. Therefore, you cannot modify, copy, distribute, execute, transmit, transfer, display, provide, reproduce, publish or concede any license or sub-license whatsoever, nor sell the Content, or any information or services obtained from the UTrakk Application, without the express written consent of Proaction TI, at its sole discretion.

### Amendment of the Terms of Use

Proaction TI reserves the right, at its sole discretion, to amend these Terms of Use at any time, without prior notice. In the event that an amendment is made, the new Terms of Use will be accessible using the UTrakk Application and a notice will be sent to the super-user(s) associated with your user account. By continuing to use the UTrakk Application, you are indicating that you agree with the amended Terms of Use. We make reasonable efforts to inform UTrakk Application users about amendments to these Terms of Use; however, it remains your responsibility to regularly check the current version of these Terms of Use. The last updated date is shown at the top of these Terms of Use.

### User account

The creation of a user account is required in order to access the UTrakk Application. Only a super-user designated for your employer or Proaction TI may activate your user account. If you register as a super-user, you represent and guarantee to Proaction TI that you are duly authorized by your employer for this purpose. Proaction TI must approve the creation of the first super-user account associated with an employer.

You must keep your user account password confidential and not disclose it to anyone. It is your responsibility to notify Proaction TI if, for any reason, you suspect or know that your user account information may be used by a third party without your authorization.

To maximize your satisfaction with respect to the use of Proaction TI services, you must provide truthful, current and accurate information when creating your user account and personal profile. You also agree to update your profile and the information it contains whenever there is any change to any information found in the profile creation questionnaire.

### User Data

You agree to our Privacy and Data Protection Policy (the "**Privacy Policy**") regarding the handling of any data or information provided to Proaction TI through the UTrakk Application.

User Data may be uploaded to the UTrakk Application. You grant us a non-exclusive, worldwide, royalty-free license to reproduce and use your User Data for the sole purpose of allowing you to use the UTrakk Application for the purposes provided for in our Privacy Policy. You represent and guarantee that you are authorized to upload your User Data to the UTrakk Application.

#### **Disclaimer**

YOUR USE OF THE UTRAKK APPLICATION AND THE SERVICES AVAILABLE ON OR THROUGH THE APPLICATION IS AT YOUR OWN RISK. THE UTRAKK APPLICATION IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, WHETHER EXPRESS OR IMPLIED. PROACTION TI DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, WHICH ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

PROACTION TI AND ITS AFFILIATES CANNOT AND DO NOT WARRANT THAT THE UTRAKK APPLICATION WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, ACCURATE, COMPLETE OR UP TO DATE. FURTHERMORE, PROACTION TI CANNOT IN ANY WAY GUARANTEE THE RESULTS OBTAINED THROUGH THE USE OF THE UTRAKK APPLICATION, ITS SERVICE, OR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE UTRAKK APPLICATION.

SUBJECT TO THE DATA SECURITY PROVISIONS PROVIDED FOR IN OUR PRIVACY POLICY, WHICH TAKE PRECEDENCE OVER THESE PROVISIONS, YOU UNDERSTAND AND AGREE THAT ANY USER DATA UPLOADED TO AND/OR DOWNLOADED FROM THE UTRAKK APPLICATION ARE UPLOADED AND/OR DOWNLOADED AT YOUR SOLE DISCRETION AND AT YOUR OWN RISK, WITH THE TOTAL EXCLUSION OF LIABILITY OF PROACTION TI. PROACTION TI DOES NOT GUARANTEE THAT THE UTRAKK APPLICATION IS FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE THAT MAY DAMAGE OR INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE CAUSED TO YOUR COMPUTER OR ANY LOSS OF USER DATA THAT MAY RESULT FROM UPLOADING AND/OR DOWNLOADING SUCH DATA FROM OR TO THE UTRAKK APPLICATION.

#### **Limitation of liability**

UNDER NO CIRCUMSTANCE SHALL PROACTION TI BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OF DATA ARISING OUT OF THE USE OR PERFORMANCE OF THE UTRAKK APPLICATION, OR RELATED THERETO, OR OF THE CONTENT OF THE SERVICES OR THE INABILITY TO USE THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF PROACTION TI HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PART OF THE UTRAKK APPLICATION, OR WITH ANY OF THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE UTRAKK APPLICATION.

#### **Indemnification**

You agree to indemnify and hold harmless Proaction TI, its affiliates, directors, officers, shareholders, employees, agents and licensors from and against any damage, claim, liability, losses, fees, claims, fines, costs and debts, including reasonable legal fees and expenses arising from:

- a) Your connection to the UTrakk Application, your use of the UTrakk Application or any other alleged breach of these Terms of Use on your part.
- b) Any content you post, publish, submit, transmit or make available to visitors to the UTrakk Application, including the content of your user account;
- c) Your violation of any laws or rights of a third party.

#### **Unlawful or prohibited use**

As a condition for using the UTrakk Application, you warrant to Proaction TI that you will not use the UTrakk Application for any purpose that is unlawful or prohibited under these Terms and Conditions.

You agree not to upload or otherwise transmit through the UTrakk Application any illegal, harassing, false, misleading, libellous, abusive, profane, threatening, harmful, vulgar, obscene, sexually explicit, pornographic, or otherwise objectionable material of any kind or nature. You also agree not to access or attempt to gain unauthorized access to other computer systems through the UTrakk Application. You agree not to upload or otherwise transmit, through the UTrakk Application or its intermediary, any material that:

- a) Infringes on any rights of third parties;
- b) Contains any virus or other harmful code that may change or disrupt the UTrakk Application or any other user's equipment or software.

### **Cookies**

Proaction TI informs you that one or more cookies may be placed on the hard disk of the computer from which you browse the UTrakk Application. Cookies sent from the UTrakk Application are not meant to identify you but to record browsing information on the UTrakk Application from the computer on which the cookie is stored. In no case are cookies meant to obtain or use personal information about you. You may refuse the logging of cookies on the hard disk of the computer from which you browse the UTrakk Application by changing the browser options on that computer.

### **Links to other websites**

The UTrakk Application contains links to other websites (linked sites) belonging to and operated by third parties. Proaction TI has no control over such linked sites and is in no way responsible for their content. Proaction TI provides a link to the linked sites for convenience and the inclusion of any such link does not imply that Proaction TI approves the content of the linked sites.

It is understood that each of our linked sites and pages (on any site or social network) are governed by their own policies which are not identical to those of Proaction TI. Proaction TI is not responsible for these said policies and encourages you to acquaint yourself with them before undertaking any sort of action on the linked site.

Proaction TI has no control over the content of linked sites and cannot be held responsible for the accuracy, completeness and (or) appropriateness of the information contained on these linked sites and Proaction TI provides no warranty and makes no statement regarding the foregoing.

### **Notice**

We may give you any required notice in any manner whatsoever, including, but not limited to, the following means:

- a) Email;
- b) Notices or messages posted on the UTrakk Application;
- c) Any other means by which you can receive such a notice, which can be selected in your account's user preferences.

### **Termination**

You agree that Proaction TI may, at its sole discretion, terminate or cancel your access to all or part of the UTrakk Application for any reason, including, without limitation, breach of the Terms of Use. Any suspected fraudulent, abusive or illegal activity may constitute grounds for terminating this relationship and such activity may be referred to authorities.

If you object to the terms and conditions or to any subsequent amendments made to them, or if you become dissatisfied with the UTrakk Application in any way, your sole and exclusive remedy is to discontinue using the UTrakk Application. Proaction TI shall not be liable to you or any third party for any damage or claim arising out of such a termination or suspension.

### **Laws applicable to and governing the UTrakk Application**

You agree to comply with all applicable laws and regulations. These Terms and Conditions and all related transactions shall be governed by and construed in accordance with the applicable laws of the province of Quebec and the applicable laws of Canada.

Any litigation must be brought before a competent court in the judicial district of Montréal.