



CONDITIONS OF USE FOR THE ECOLOCAL MARKET AND HUB TRANSACTIONAL WEBSITES

Welcome

Welcome to Marche Ecolocal and HUB Vaudreuil-Soulanges ("Marche Ecolocal", "HUB", "we", "us" or "our"). Thank you for using our website www.marche.csur.ca and www.hubvaudreuil-soulanges.ca and the other websites we own and operate (collectively, the "Website"). We hope you will easily find all the information you need to complete an online order for food and related products.

Acceptance of terms of use

Please read the following stipulations carefully before using the Website. Each time you access or use the Website, you enter a contract with us and agree to be bound by these Terms of Use. If you do not agree to be bound by any of these Terms, you must not access or use this Website.

Modifications

Marche Ecolocal and HUB Vaudreuil-Soulanges reserve the right to make changes to these terms of use at any time. We will notify you by posting an update on the Website. It is your responsibility to review the Terms of Use periodically. If you use the Website after we have made changes, you accept the changes and agree to be bound by the Terms of Use as modified.

Marche Ecolocal and HUB Vaudreuil-Soulanges also reserve the right to make changes to the Website, including the products, goods or services contained or referenced on the Website, or to discontinue access to the Website, temporarily or permanently, with or without notice and without liability.

The masculine gender is used without discrimination and for the sole purpose of lightening the text.

1) USE OF WEBSITE CONTENT

1.1 Responsibility of the User

As a User you agree to use the Website diligently and with discretion while complying with applicable laws and the standards set forth in these Terms and Conditions and in the Marche Ecolocal and HUB Vaudreuil-Soulanges Website Privacy and Security Policy, which is also available online on our Website.

Each time you use the Website, you confirm that you agree to be bound, without limitation or qualification, by these Terms and you represent and warrant that you have the legal authority to agree to these Terms on behalf of yourself and any person you purport to represent. If you do not agree with each provision of these Terms of Use, if you are not authorized to accept these Terms or if you do not have the legal authority to accept these Terms, you are not authorized to access or use the Website.

1.2 Website access

Certain areas and elements of the Website are accessible only to users to whom a login code and password have been confirmed by Le Marche Ecolocal and the HUB Vaudreuil-Soulanges. As part of your registration to the Website for online purchases and sales, you will choose a user code and password that will allow you to access the Website. These codes are not known or saved by Marche Ecolocal and HUB Vaudreuil-Soulanges. These codes (user code and password) must be used in accordance with these conditions.

2) INTELLECTUAL PROPERTY

You may not freely and for any purpose use the content of the Website, which for the purposes of these Terms is defined as all content available on this Website including text, graphics, photographs, designs, graphical elements, headers, icons, presentation, arrangement, coordination sounds, data, images and enhancements, software, applications, audio and video clips and any other information included in the text and any other element available on or through the Website (the "Content").

In this respect, you are required to respect the following related rights:

2.1 Copyright

2.1.1 The Content belongs exclusively to Marche Ecolocal and HUB Vaudreuil-Soulanges or to the producers, wholesalers, trademarks of the products sold.

2.1.2 The Content, including compilations, selections, presentations, and arrangements of the Content are the exclusive property of Marche Ecolocal and HUB Vaudreuil-Soulanges or its affiliates and are protected by national laws and international copyright conventions.

2.1.3 You may only use the Content for your own personal information. You may reproduce selected excerpts of the Content for strictly personal use, if you maintain the intellectual property notices appearing on the Marche Ecolocal and HUB Vaudreuil-Soulanges Website pages where the Content is accessible.

2.1.4 Any other form of use, in particular, reproduction, alteration, modification, distribution, transmission, republication, exhibition, broadcast, or public performance of the Content for any other purpose is strictly prohibited.

2.2 Trademarks

All graphics, logos and trade names used on the Marche Ecolocal and HUB Vaudreuil-Soulanges website are protected by international intellectual property laws and conventions. The trademarks on the Marche Ecolocal and HUB Vaudreuil-Soulanges Website must not be used in connection with the products or services of third parties or in any manner that disparages or discredits the Marche Ecolocal and HUB Vaudreuil-Soulanges Website or any third party. All other distinctive signs, trademarks and trade names remain the full intellectual property of their respective owners.

2.3 Third-party intellectual property

In using the contents and services of the Marche Ecolocal and HUB Vaudreuil-Soulanges Website, you must take care not to infringe the intellectual property rights of third parties, especially copyrights or trademarks belonging to the owners of the rights in the Contents. This Website may contain other proprietary notices and copyright information of third parties which must also be respected. You agree to indemnify and hold harmless Marche Ecolocal and HUB Vaudreuil-Soulanges against any claims by third parties arising from your use of the Content or the Marche Ecolocal, HUB Vaudreuil-Soulanges and CSUR Website. In the event of a lawsuit, you will assume all legal costs incurred by CSUR in the context of a legal recourse.

3) CODE OF ETHICS FOR USERS OF THE MARCHE ECOLOCAL AND HUB VAUDREUIL-SOULANGES WEBSITE AND OTHER RESTRICTIONS

Your use of the Website must comply with certain minimum rules of conduct to ensure a pleasant experience for all users, in particular:

3.1 Bans

When consulting the Content and using the Marche Ecolocal Website and the HUB Vaudreuil-Soulanges, you must not under any circumstances:

3.1.1 use means that would have the effect of limiting the peaceful use of the Website by a third party.

3.1.2 falsely represent yourself as an employee, agent, or servant of the Marche Ecolocal Website and the HUB Vaudreuil-Soulanges.

3.1.3 disseminate indecent, obscene, illegal, or pornographic Content through the Marche Ecolocal and HUB Vaudreuil-Soulanges Website.

3.1.4 advertise through the Marche Ecolocal and HUB Vaudreuil-Soulanges Website unless you are an approved producer of products and services and subject to the terms of your Marche Ecolocal and HUB Vaudreuil-Soulanges producer registration agreement (reference to the producer selection process, producer member guide and user manual).

4) INFORMATION POSTED BY USERS ON THE SITE, PROHIBITED POSTING AND UNSOLICITED SUBMISSIONS

4.1 Marche Ecolocal and HUB Vaudreuil-Soulanges do not want to receive unsolicited, promotional, or unnecessary information through its Site. Any information or material you send to Marche Ecolocal or HUB Vaudreuil-Soulanges in this context will be screened and treated as non-confidential, unless otherwise expressly and mutually agreed.

4.2 When you submit information to support the transactional aspect of the Website, other than personal information as defined in the Website Privacy and Security Policy, you grant Marche Ecolocal and the HUB Vaudreuil-Soulanges a non-exclusive, royalty-free, perpetual, irrevocable and fully transferable right to use, reproduce, display, perform, modify, transmit, and distribute such information or materials on an unrestricted basis. You further agree that Marche Ecolocal and HUB Vaudreuil-Soulanges shall be free to use any ideas, concepts, know-how or techniques that you send to Marche Ecolocal and HUB Vaudreuil-Soulanges for any purpose whatsoever. You represent and warrant that you own or otherwise control all the rights to the content that you post; that such content is accurate; that use of the content provided does not violate this policy and will not cause injury to any person or entity. And you warrant that you will indemnify Marche Ecolocal and HUB Vaudreuil-Soulanges or its affiliates from and against any and all claims arising out of content you provide. The Marche Ecolocal and the HUB Vaudreuil-Soulanges have the right but not the obligation to verify and modify or delete any content. The Marche Ecolocal and the HUB Vaudreuil-Soulanges are not responsible for any content posted by you or any third party.

4.3 Marche Ecolocal and HUB Vaudreuil-Soulanges will not disclose your name or personal information in connection with the transmission of any material or information by you to Marche Ecolocal or HUB Vaudreuil-Soulanges unless:

a) you have authorized Marche Ecolocal and HUB Vaudreuil-Soulanges to use your name;

b) Marche Ecolocal and HUB Vaudreuil-Soulanges have previously notified you that the material or information you have submitted to a section of its Site will be distributed or otherwise used with your name; or

c) Marche Ecolocal and HUB Vaudreuil-Soulanges are required to do so by law. For more details, please consult CSUR's Privacy Policy, which is available online on our Site.

5) GENERAL TERMS AND CONDITIONS FOR ONLINE TRANSACTIONS ON THE SITE

As a User, you have the option of using our online site to access many of our products and services. Where applicable, specific agreements and rules govern access and use, and you should familiarize yourself with these at the appropriate time. If you access our products and services, these Terms and Conditions apply concurrently with the agreements and specific rules governing them, unless there is an inconsistency, in which case these Terms and Conditions and specific rules will prevail.

5.1 All transactions conducted through the Site, including the purchase and sale of any goods and services, are governed by these Terms and the applicable specific transaction agreements. By using the Site or participating in any transaction through the Site, you signify you accept these Terms and Conditions and, if applicable, the applicable specific transaction agreements.

5.2 It is your responsibility to familiarize yourself with all the terms and conditions of sale (including payment and pick-up at drop-off points, if applicable) from Marche Ecolocal and HUB Vaudreuil-Soulanges.

5.3 Le Marche Ecolocal and the HUB Vaudreuil-Soulanges do not guarantee the availability of products or services or that a transaction will necessarily be concluded in relation to these products and services. In general, Le Marche Ecolocal, the HUB Vaudreuil-Soulanges, producers and authorized wholesalers may determine a specific period of validity for a promotion and reserve the right to limit quantities. They cannot guarantee the availability of a product beyond the exhaustion of stocks.

5.4 Marche Ecolocal, the HUB Vaudreuil-Soulanges, producers and authorized wholesalers may modify the price of products offered on the Site at any time without prior notice.

5.5 By registering with the Site, you have the option of being added to the mailing list for occasional electronic newsletters, and you will then be able to manage your subscriptions according to your preferences as part of your use of the Site. The option to unsubscribe from the mailing list will always be available in the e-mails sent and on the home page of the Website. The option is always available, at the bottom of the web page.

5.6 The Marche Ecolocal and the HUB Vaudreuil-Soulanges reserve the right, at any time, to modify, temporarily or permanently interrupt all or part of the Service, without prior notice. Marche Ecolocal and HUB Vaudreuil-Soulanges shall not be liable to you or any third party for any modification, suspension, or discontinuance of the Site.

6) EXCLUSIONS AND LIMITATIONS OF LIABILITY AND INDEMNITY

6.1 Liability

YOU USE THIS SITE AT YOUR OWN RISK.

IN NO EVENT SHALL THE MARCHÉ ECOLOCAL OR THE HUB VAUDREUIL-SOULANGES BE LIABLE FOR ANY DIRECT, INDIRECT OR SPECIAL DAMAGES RESULTING FROM THE USE OF THIS SITE.

6.2 Quality, updating and reliability of Content

IN NO EVENT SHALL THE MARCHE ECOLOCAL AND THE HUB VAUDREUIL-SOULANGES BE LIABLE FOR ANY INFORMATION OR CONTENT ON ITS WEBSITE, WHETHER OR NOT ORIGINATING FROM THIRD PARTIES. ALL INFORMATION PROVIDED BY MARCHE ECOLOCAL AND HUB VAUDREUIL-SOULANGES IS PROVIDED "AS IS".

Accordingly, all information and Content provided on this Site is presented strictly and solely for informational and general purposes. No advice or information, whether oral or written, obtained by you or using the Site, shall create any warranty not expressly provided for in these Terms.

The Content published on this Site may contain inaccuracies, errors, or omissions. Although Le Marche Ecolocal and the HUB Vaudreuil-Soulanges make every effort to provide accurate and up-to-date information on this Site, you should be aware that the information to which you have access is provided without any express or implied warranty of any kind. Accordingly, to the fullest extent permitted by applicable law, Le Marche Ecolocal and the HUB Vaudreuil-Soulanges make no warranty, express or implied, as to the reliability, accuracy, timeliness, usefulness or completeness of the Content provided on this Site.

6.3 Technical responsibility

The Website is available to you subject to availability. Marche Ecolocal and HUB Vaudreuil-Soulanges make no warranties of any kind, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose and non-infringement of the rules of use.

You will be solely responsible for any damage to your computer system or loss of data that results from the download of any material.

6.3.1 Service availability

Marche Ecolocal and HUB Vaudreuil-Soulanges do not guarantee that:

- the functions and Contents of the Site will be uninterrupted;
- they will not be subject to omissions, delays, interruptions or losses, including loss of data;
- that the results that may be obtained by using the Service will be accurate and reliable;
- that the quality of any products, services, information or other materials purchased or obtained by you through the Site will meet your expectations;
- that the Content will remain error-free;
- or that any defects can be remedied.

6.3.2 Virus

Marche Ecolocal and HUB Vaudreuil-Soulanges do not warrant that files available for downloading from the Site will be free of "infections", viruses or code of any kind introduced by third parties and free from having contaminating or destructive properties.

7) END OF SITE ACCESS

In the event of a dispute between the Platform User and Le Marche Ecolocal and the HUB Vaudreuil-Soulanges, the latter will have recourse to its complaint handling process, which gives both parties the right to express themselves and to be heard before the General Manager and/or Assistant General Manager. At the end of the process, Marche Ecolocal and HUB Vaudreuil-Soulanges may terminate all or part of the access rights corresponding to your user codes and passwords, and even delete your user codes and passwords.

Le Marche Ecolocal and the HUB Vaudreuil-Soulanges also have the right to remove or move Content within the Site, for any reason, but in particular due to lack of use, or if Le Marche Ecolocal and the HUB Vaudreuil-Soulanges have good reason to believe that you have violated these Terms.

Any blocking of your access to the Site pursuant to the terms of these Conditions will occur without prior notice. The Marche Écologique and the HUB Vaudreuil-Soulanges have the right to deactivate or delete at any time and with immediate effect any folder or file present in this folder and/or prohibit any subsequent access to these files or to the Site.

Marche Écologique and HUB Vaudreuil-Soulanges shall not be liable to you or any third party for any termination of your access to the Site.

8) GENERAL PROVISIONS

8.1 Le Marche Écologique and the HUB Vaudreuil-Soulanges reserve the right to modify these Terms at any time, without prior notice, simply by posting a revised version on its Site. Le Marche Écologique and the HUB Vaudreuil-Soulanges will use reasonable efforts to notify you of any such revisions through your use of the Site. You hereby agree to review these Terms on a regular basis to remain informed of any changes that may be made. By continuing to access and use the Site, you acknowledge that you have accepted these modifications and that the terms of modification of these Conditions are reasonable and in the mutual interest of both parties.

8.2 The fact that one or other of the stipulations of the present Conditions is declared null or inapplicable by a Court or by any other competent authority shall not have the consequence of nullifying or rendering inapplicable the other stipulations, which shall remain in force.

8.3 These Terms, including the documents to which they refer, constitute the complete and current agreement existing between the Marche Écologique Site and the HUB Vaudreuil-Soulanges and yourself and cannot be substituted for any other verbal or written agreement, prior or contemporaneous, subject to modifications in accordance with these Terms.

8.4 Failure by Marche Écologique and HUB Vaudreuil-Soulanges to exercise its rights hereunder shall not constitute a waiver of such rights.

8.5 Article titles are for guidance only.

8.6 These Terms, this Site and its use shall be governed by and construed in accordance with the laws of the Province of Quebec. Any dispute, controversy or claim arising out of or relating to the use of this Site shall be submitted to and be subject to the jurisdiction of the courts of the Province of Quebec, District of Beauharnois. Accordingly, the courts of the Province of Quebec shall have exclusive jurisdiction over any suit, action or proceeding arising out of or relating to the use of this Site.

9) PERSONAL INFORMATION

As part of our Services, we collect and receive your personal information in several different ways. We obtain the categories of personal information listed below from the following sources: directly from you, for example, from the forms you fill out or during registration; indirectly from you based on your activity and interaction with our Services, or the device or browser you use to access the Services; from our producers who help provide the services with which you may interact (as, for example, for payments). You can often choose what information you provide, but it is sometimes necessary for us to obtain certain information to provide you with the Services. The Marche Écologique and the HUB Vaudreuil-Soulanges use the personal information they receive and collect in accordance with the purposes described in this policy.

To use the Services, you will need to submit a valid email address. If you register, you will need to submit a name associated with your account. You can change this name in your account settings. This information is required to enable us to provide you with the Services. Additional information, such as billing and payment information (including billing contact name, address, telephone number, credit card information), a telephone number and/or a physical mailing address, may be required for us to provide a particular service. For example, we need a physical postal address if you purchase something on the Site that needs to be delivered to you.

Marche Écocal and HUB Vaudreuil-Soulanges need this information to provide you with the Services (including to minimize fraud and abuse, comply with regulations or complete a transaction). For billing and payment purposes, and to process your transaction, we cannot retain credit card and other information provided to us when placing an order. The security of your personal information is very important to us. We follow generally accepted industry standards to protect personal information submitted to us, both during transmission and after receipt. For example, encryption is used for certain information (such as credit card numbers). Unfortunately, no method of transmission over the Internet or method of electronic storage is 100% secure. Therefore, while we strive to protect your personal information, we cannot guarantee its absolute security.

Your account information is password-protected. It is important for you to protect yourself against unauthorized access to your account and information by choosing your password carefully and by ensuring the security of your password and computer, for example by logging out after using the Services.

10) REQUEST FOR INFORMATION

All requests for information can be made in writing by post, or by mail, e-mail, or telephone.

Marche Écocal

HUB Vaudreuil-Soulanges

633, rue Principale Sainte-Marthe, Qc J0P 1W0

Telephone : 450-451-2787

E-mail address: coop@csur.ca

We will respond to your inquiry or investigate your concern as soon as possible, but no later than 30 days from the date we receive your inquiry. Marche Écocal and HUB Vaudreuil-Soulanges will inform anyone who submits a question of the procedure to follow, if necessary.

*Important reminder about e-mail communications:

Please note that e-mails sent over the public network are not protected. If you send us an e-mail directly from your own e-mail account, the content is not encrypted. We strongly recommend that you do not send us sensitive information (such as credit card numbers) by unencrypted e-mail. Marche Écocal and HUB Vaudreuil-Soulanges are not responsible for your sending personal information by e-mail over the public network.

Section headings are for convenience only and may not be used to interpret clauses.