

Terms of use

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The hosting provider of the Site is WP Engine. whose registered office is located 504 Lavaca St, Suite 1000, Austin, Texas, 78701, United States

Telephone number: +1 512-273-3906

These Terms of Use (“**Terms of Use**”) define the legal framework governing access to and use of the Site. Access to and use of the Site are subject to your acceptance of these Terms of Use, as they may be amended from time to time by Stelia. In this regard, by accessing or using the Site, you agree to be bound automatically by these Terms of Use as well as their amendments in force at the time of your access to the Site, and you agree that such acceptance shall have the same legal value as a written express acceptance. If you do not accept these Terms of Use, please do not (and you are not permitted to) access or use the Site. Please read carefully these Terms of Use, as well as our [Privacy Policy](#), before using the Site. You should read the Terms of Use every time you use the Site.

These Terms of Use do not alter nor modify any other agreement you might have with Stelia.

Use of the Site

Subject to your full and perfect compliance with these Terms of Use, we grant you a personal, non-exclusive, non-transferable, free of charge and revocable right of access and use of the Site. Any other rights are expressly excluded except otherwise provided in a specific written agreement.

Therefore, you shall not, and shall not authorise a third party to, without limitation, (i) modify, reproduce, represent, adapt and/or translate all or any part of the Site and/or related content; (ii) extract, all or any part of the Site and/or its content, or create any derivative work from all or part of the Site and/or its content; (iii) reverse engineer, decompile, disassemble or transform, in any way the object code of the Site into source code; (iv) distribute, sublicense, assign, share, sell, rent, lease or loan in any way the Site or the right to use the Site; (v) delete or modify any copyright, trademark or any other proprietary rights relating to the Site which we or our licensors own; or (v) use the Site for purposes other than those expressly authorised by these Terms of Use.

In addition, it is strictly prohibited to (i) extract, by permanent or temporary transfer, or re-use all or part of the content of our Site to another medium, by any means and in any form; (ii) bypass or circumvent any measures employed to prevent or limit access to our Site; (iii) link to any portion of our Site for any purpose; and (v) use any device, software or routine that interferes or attempts to interfere with the normal

operation of our Site or take any action that imposes an unreasonable load on our equipment.

We try to make the Site accessible at all times, but we cannot warrant that the service will be continuous or without defect.

We reserve the right to modify all or part of the Site, at any time, including, without limitation, the right to delete, modify and/or vary any elements, features and functions of the Site.

You recognise that you will be able to use the Site only if your device has an internet connection. Traffic or access fees charged to you due to the use of the Site are subject to the general terms concluded with your internet service provider or mobile network operator. You understand the risks associated with the use of internet, including, without any limitation, unavailability of the Site, non-confidentiality or loss of integrity of the data transmitted, potential virus attacks, etc.

Without prejudice to our rights and remedies, we reserve the right to temporarily or permanently suspend your access to the Site, at any time, without notice in the event you violate any provision herein.

In the event we consider that your use of the Site is unlawful and/or unauthorised, and/or violates these Terms of Use, we reserve the right to undertake any procedure we deem necessary, including to terminate these Terms of Use and prevent you from accessing the Site and to take any legal action.

Term and Termination

As long as you use the Site, these Terms of Use shall be applicable between you and us.

We can terminate these Terms of Use at any time and prevent you from accessing the Site.

In case of termination of these Terms of Use, for any reason whatsoever, the rights granted to you hereunder shall be terminated and you will no longer be authorised to use the Site.

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The Site may contain third party created content and/or user-generated content (“UGC”), including, without any limitation, comments, reviews, pictures, feedback, videos, voice, pseudonym and any other information. We are not responsible for and do not necessarily hold the opinions expressed by our content contributors: opinions and other statements expressed by users and third parties are theirs alone, not opinions of Stelia. You are solely responsible for your UGC and may be held liable for UGC that you post.

Content created by third parties is the sole responsibility of the third parties and its accuracy and completeness are not endorsed or guaranteed. You acknowledge that by providing you with the ability to view and distribute content through our Site, we are not accepting any obligation or liability relating to the content.

Stelia, its affiliates, successors, assignees, employees, agents, directors, officers and shareholders do not undertake or assume any duty to monitor our Site for appropriate or unlawful content. Stelia, its affiliates, successors, assignees, employees, agents, directors, officers and shareholders assume no responsibility or liability which may arise from the content thereof including, but not limited to, claims for defamation, libel, slander, infringement, invasion of privacy and publicity rights, obscenity, pornography, profanity, fraud, or misrepresentation. Notwithstanding the foregoing, we reserve the right to block or remove communications, postings or materials at any time.

Users are expected to only post lawful material that does not violate, restrict or inhibit any rights. In connection with each of your submissions, you affirm, represent, and warrant that: (i) you own or have the necessary licences, rights, consents, and permissions to use and authorise Stelia to use all trademark, trade secret, copyright, and other applicable proprietary rights in and to any and all such submissions to enable inclusion and use of such submissions in the manner contemplated by us and these Terms of Use; and (ii) you have the written consent, release, and permission of each and every identifiable individual person in such submissions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of such submissions in the manner contemplated by us and these Terms of Use.

In furtherance of the foregoing, you agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to any third party proprietary rights, including, without any limitation, intellectual property rights, privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant us all of the rights granted herein; (ii) publish falsehoods or misrepresentations that could damage us or any third party; (iii) submit material that is unlawful, immoral, obscene, defamatory, libelous, threatening, pornographic, pedophile, revisionist, harassing, hateful, racially or ethnically offensive, constitutes a violation of any rights, an intellectual property infringement, an invasion of privacy or publicity rights, is contrary to the rights of image or honour, abusive, or encourages political, racist or

xenophobic violence, gives rise to civil liability, violates any law, or is otherwise inappropriate; or (iv) post advertisements or solicitations of business. If you submit written or multimedia content, Stelia will not publish it elsewhere, except in the conditions set forth in the Terms of Use, without your consent. However, you should be aware that other users may be able to copy or download any content published on the Site.

By posting or submitting UGC on or to our Site, you (1) consent and authorise Stelia, its affiliates, successors, assignees and authorised third parties to use, royalty-free, worldwide and for ten (10) years from the date the user posted or submitted the UGC on or to our Site, and on a one-off basis for promotional purposes relative to Stelia's historical heritage thereafter, on any media and by any means, now known or unknown, including, without any limitation, on our Site, your image, voice, first and last name and other elements of your personality, in all or in part, that are embedded in any UGC you post or submit on or to our Site, for all purposes whatsoever, and (2) grant Stelia, its affiliates, successors, assignees and authorised third parties, for the duration of legal protection of intellectual property rights under applicable law, the transferable, irrevocable, worldwide, royalty-free right to exploit, reproduce and represent the UGC, including, without any limitation: (i) to copy such content, by all means known or unknown (such as, but not limited to, paper, electronic, magnetic, optical or digital, etc.); (ii) to display or publish such content on our Site and in all affiliated publications of Stelia, and by any means of diffusion or broadcasting known or unknown, and to store such content; (iii) to distribute such content and use such content for promotional and marketing purposes, including without any limitation, for internal and/or external institutional communication purposes, as well as for the promotion of Stelia's activities around the world, including for the needs of events organised by or on behalf of Stelia; (iv) to adapt such content and make all modifications considered necessary by Stelia (notably, without limitation, the right to arrange, modify, correct, upgrade, add, crop and/or integrate all or part of the content in other works); and (v) to translate the UGC in any language.

Liability

Unauthorised use of this Site may (i) give rise to a claim for damages and/or to any other remedy available at law and/or under any agreement; and/or (ii) be a criminal offence.

You expressly agree that your use of the Site is at your sole risk. Stelia, its officers, employees, contractors or content providers shall not be liable for any loss, cost, expense or damage arising from or otherwise in connection with your use of this Site or any information, services or content on this Site.

You will be liable for any loss, cost, expense or damage we suffer as a result of your violation of these Terms of Use or any instructions given by Stelia, including information given during the installation process of the Site or instructions related to all security requirements communicated by Stelia to you. You agree to indemnify and hold harmless Stelia, its affiliates, successors, assignees, employees, agents, directors, officers and shareholders, managers, licensors and insurers, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting

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To the extent permitted by applicable laws, the Site and its content are made accessible on an “as is” and “as available” basis. Stelia gives no warranty nor represents, without limitation, that (i) the Site and its supporting elements will meet your requirements, (ii) the Site and its supporting elements will be uninterrupted, timely, or default and error free, (iii) the result that may be displayed through the Site will be accurate, up to date or reliable, (iv) the quality of any data, information or other material obtained will meet your expectations and that such data, information and other material will be default and error free, or that any errors will be corrected. We reserve the right to correct any errors or omissions on our Site. Although we intend to take reasonable steps to prevent the introduction of viruses, worms, “trojan horses” or other destructive materials to our Site, we do not guarantee or warrant that our Site or materials that may be downloaded from our Site do not contain such destructive features. We are not liable for any damages or harm attributable to such features. If you rely on our Site and any materials available through our Site, you do so solely at your own risks. You shall be responsible for backing up your own system, including any content downloaded through the Site.

Our Site may contain various combinations of text, images, audiovisual productions, opinions, statements, facts, articles or other information created by us or by third parties. Due to the number of sources from which content on our Site is obtained, and the inherent hazards of electronic distribution, there may be delays, omissions or inaccuracies in such content. Accordingly, such content is for your reference only and should not be relied upon by you for any purpose. Information created by third parties that you may access on our Site or through links is not adopted or endorsed by us and remains the responsibility of such third parties.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, our Site (or any part thereof) with or without notice. You agree that Stelia shall not be liable to you or any third party for any such modification, suspension or discontinuance of our Site. In addition, in the event you breach these Terms of Use or engage in any activity that is harmful to us or our users, we reserve the right to terminate your access to our Site or take any other actions that we believe to be in our interest and of our users as a whole.

Links to Third Party Websites

The Site may contain hyperlinks to websites operated by parties other than Stelia. Such hyperlinks are provided for your reference only. We are not responsible for (i) the availability or the content of other services that may be linked to our Site, or (ii) the privacy or other practices of such websites.

Because we have no control over such services, you acknowledge and agree that we are not responsible for the availability of such external services, and that we do not endorse or approve and are not responsible or liable for any content, accuracy, quality, advertising, products, services or other materials on or available from such services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage, cost, expense or loss caused or alleged to be caused by

or in connection with the use of or reliance on any content, goods or services available on or through such service.

We are not responsible for hypertext links from any and all third party websites to the Site and forbid anybody to establish such a link without Stelia's prior written authorisation.

Data Protection and Privacy

When you access and use the Site, we may collect, use and process, to the extent permitted by law, your personal data provided by you or generated as a result of your access and use of the Site. For more details on how your personal data is used, please consult our [Privacy Policy](#).

We are committed to protecting your privacy and the confidentiality of your personal data. However, we are not able to control the use by third parties of any information concerning you that may appear on the Site.

Modification of the Terms of Use

We may modify or adapt these Terms of Use at any time, for the future. Your continued access and use of the Site after a modification or adaptation of these Terms of Use will be deemed as your acceptance of any modified terms.

If you disagree with any modification or adaptation of the Terms of Use, you must cease accessing and using the Site.

Governing Law and Disputes

These Terms of Use are governed by and shall be construed in accordance with the laws of Canada and the province of Nova Scotia. In case of a dispute arising in connection with these Terms of Use, including but not limited to any question regarding their existence, validity, interpretation, implementation, breach, and/or enforcement, we encourage you to contact us on HR@Stelia-northamerica.com, in order to find an amicable solution. If no amicable solution can be reached within ninety (90) days of your dispute being notified to us, such a dispute shall be within the exclusive jurisdiction of the courts of Nova Scotia. However, we retain the right to apply to any court of competent jurisdiction for provisional, injunctive and/or conservatory relief against you for breach of these Terms of Use.

Miscellaneous

These Terms of Use form the entire agreement between you and us with respect to the subject matter hereof, and supersede the terms of any other communications or advertising with respect to the Site. These Terms of Use shall coexist with, and shall not supersede, our [Privacy Policy](#).

If any provisions hereof are determined to be illegal, invalid or otherwise unenforceable, in whole or in part, by reason of the laws of any state or country in which these provisions are intended to be effective, then to the extent and within the jurisdiction in which such provisions are illegal, invalid or unenforceable, they shall

be severed and deleted from these Terms of Use and the remaining provisions shall survive and continue to be binding and enforceable.

Failure by any party to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

Nothing herein shall be construed as granting, directly or indirectly, any rights to any third parties, and third parties are not allowed to enforce any of the provisions herein against us.

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