

## TERMS OF USE

Last modified: March 25, 2016

The Website of La Pièce Design inc. (<http://www.lapiece.ca>) (the «**Website**») is owned and operated by La Pièce Design inc. («**La Pièce**» or «**we**»). These Terms of use as well as the other policies or rules pertaining to the Website, including but not limited to, the Privacy Policy and the Subscription Terms for Experts (collectively referred to as the «**Conditions**») constitute a legal agreement between La Pièce and the web user using or navigating on the Website or the expert using the Website.

**Please read all of the Conditions carefully before proceeding to any navigation, subscription, contribution or transaction on the Website.**

### **1. Acceptance of the Conditions**

By navigating on the Website, by registering or by contributing to it, you accept to be bound by the terms and provisions of the Conditions. The access and use of the Website is subject to the respect, without reserve, of these Conditions.

**If you do not wish to be bound by this contract or if you do not accept these Conditions, you must refrain from accessing or using the Website.**

### **2. Expert Profile**

On the Website, you may consult different decors published by the experts that have subscribed to the Website. If you are an artist, a professional or an expert from the housing, design and planning community, subject to the Subscription Terms for Experts, you may register on the Website as an expert by visiting the section «Subscription as an Expert» in order to create your expert account and to promote your business and your skills by publishing your works in different decors (the «**Content of the Experts**»).

### **3. Copyrights**

Any content or information created, developed, issued, communicated, elaborated, generated or reproduced on the Website (including texts, codes, illustrations, images, videos and the content of the experts) as well as its selection, composition and disposition (the «**Website Content**») is the property of La Pièce and licensed from third parties (more particularly the content of the experts) and can be protected by the legislation, among which the *Copyright Act* (L.R.C. (1985), ch. C-42) and La Pièce reserves its rights entirely in this respect. Consequently, it is prohibited to copy, reproduce, modify, reformulate, reedit and more generally use all or parts of the content found on the Website, without having obtained the prior written consent from La Pièce.

No licence or right of use is conferred upon you or can be inferred from your use or subscription to the Website. You are forbidden to modify, copy, distribute, publish, transmit, issue, reproduce,

compile, arrange or save the Website Content and to create compilations, including all or parts of the Website Content, or to transfer to anyone this content in any way, including by reproduction or transmission of an extract of the content with or without an hyperlink, without a written consent from La Pièce, unless the law or the Website functionalities specifically permit this.

If you are an expert registered on the Website, please refer to the Subscription Terms for Experts to learn more about your rights and obligations in relation with copyrights.

#### **4. Trademarks**

Certain names, words, titles, phrases, logos, designs, graphics, icons and trademarks displayed on the Website may constitute trademarks, registered or not by La Pièce or by third parties. Although La Pièce may use under license certain trademarks of third parties, the display of third party trademarks on the Website does not imply any relationship or license between La Pièce and the owner of the trademark, nor approval or endorsement by La Pièce of the goods, services and activities of the owner of the said trademark.

Nothing contained on the Website should be construed as granting you any license or right to use any logo, design or trademark of La Pièce or of a third party, without the written permission from La Pièce or from the owner of the third party trademark

#### **5. Authorized Use**

The content of the Website is intended for personal use and cannot be used for lucrative or commercial purposes, or for resale, unless otherwise expressly authorized by these Conditions. La Pièce authorizes you to consult and print a reasonable number of pages of the Website for your personal use, but not for lucrative or commercial purposes, or for resale, under the conditions that (a) you keep every mention about trademarks, copyrights or all other exclusive rights contained in the original content; (b) you indicate a reference to La Pièce; (c) the content is printed in its entirety without modifications, reformatting or adaptation of any kind; and (d) the said copies are subject to the Conditions and remain the property of La Pièce. You understand and agree that you cannot authorize a third party to reproduce, modify, display, execute, transfer, distribute or use the Website Content in any other way, and you accept to take any reasonable and necessary measures to prevent the unauthorized reproduction or use of the Website Content. You agree to inform La Pièce rapidly of any unauthorized use that you become aware of.

#### **6. Your Obligations**

By using the Website, and without limiting the generally of what is otherwise stipulated in these Conditions, you agree (i) to respect all applicable laws, including, without limitation, laws protecting privacy, laws concerning copyrights and intellectual property rights (ii) to provide us

with accurate information and update it and (iii) to use the Website in a responsible and reasonable manner,

Moreover, you agree not to:

- a) Act in a dishonest or non-responsible manner;
- b) Use the Website for purposes other than those offered by the functionalities of this Website;
- c) Create or suggest a false identity on your profile or create a user profile for any other person than yourself;
- d) Use or try to use the account of another user;
- e) Violate the intellectual property rights of La Pièce or others, such as those concerning patents, trademarks, trade secrets, licensing, copyright or other proprietary rights;
- f) Manipulate identifiers to disguise the origin of any publication or any message transmitted through the Service;
- g) Monitor the availability, performance or the functionalities of the Service for competitive purposes;
- h) Use software, devices, manual coding robots or automatons or other means to access, break down, analyse or index the Website functionalities or any service, data or related information;
- i) Use the Website in such a manner as to harm La Pièce or its affiliates or commercial partners; or
- j) Circumvent any security feature of the Website.

If La Pièce has reasonable grounds to believe that you do not respect the obligations mentioned here above, or any other obligation stipulated in these Conditions, La Pièce may, to its sole discretion and without notice, suspend your right of use or limit your access to the Website in any way that seems appropriate.

## **7. User Account and Password**

**Only people aged 13 and older are authorized to create a user account.** However, in the event the law requires you to be older than 13, the minimum age would be the one stipulated by the law.

To use certain features of the Website, you may need to create a user account. To register you must provide your first name, last name, email address and a password. You also have the opportunity to provide additional information to help us organise your profile and offer you a more personalized Website user experience.

It is your responsibility to protect the confidentiality of your user name and password. In the event the confidentiality of your user account would become compromised, you agree to advise La Pièce immediately in order to prevent a fraudulent, abusive or unauthorized use of your account.

For any request to close your account or to report a fraudulent, abusive or unauthorized use of your account, please refer to section 22 hereunder where our contact information can be found.

## 8. **Products and Services**

You may through the Website or the services proposed by the Website, in particular in the Content of the Experts, purchase products and works sold by third parties or retain the services proposed by third parties (collectively referred to as the « **Products** »). The mere fact that products are sold on the Website does not necessarily mean that we promote these products. We cannot in any case guarantee that the price displayed and the Products' descriptions are accurate, exhaustive, reliable, current and without errors. **La Pièce does not assume any liability with regards to the content published by a third party, including the Content of the Experts, and for any transaction (in particular a transaction between a user and an expert) done directly or indirectly through the website or arising from it in any way. Without limiting the generality of the foregoing, if you buy or obtain a product from a third party (in particular from an Expert), it is done at your own risks and La Pièce does not assume any liability or guarantee particularly as to the price, availability, delivery, ownership title, or the quality of the Product displayed on the Website or bought through the Website.**

## 9. **Links to Third Parties Sites**

Some hyperlinks within the Website may take you to other websites which are not under the control or under the responsibility of La Pièce. La Pièce does not have the means to control these websites and does not warrant the availability, liability or legality of such websites. La Pièce does not endorse or approve the content of these websites and exclude all responsibility in relation with these sites. The web user accessing these websites does it at its own risks.

La Pièce reserves the right to post advertisements on the Website, which can lead to links to other websites. At no time La Pièce approves, endorses or is liable for the ideas, opinions, products, services or more generally of the content featured in these advertisements and on the third parties websites they may lead to.

## **10. Advices and Recommendations**

La Pièce may allow you to publish advices on suppliers, service providers or their products and services on the Website (your « **Advices** »).

These Advices can be seen by the general public and will not be considered as private, exclusive or confidential. You accept to grant La Pièce, its affiliates and holders of license and sub-licenses, without any rights being due to you or to anyone else, a worldwide non-exclusive, perpetual, irrevocable, free of rights and royalty-free license (including the right to grant sub-licenses through third parties) to use, reproduce, transform, adapt, execute or display in public, modify, create derivative works or publish, under any form, on any support or according to any channel of distribution (current or future) for the duration of the copyright or any other right related to these Advices. This authorization will be perpetual and may not be revoked for any reason, within the limits of the law. In addition, within the limits of the law, you waive all moral rights attached to any Advice published or provided by you and agree not to exercise such rights.

You are not authorized to publish Advices concerning a supplier, a service provider or one of their products or services if (a) you are an employee, contractual party, director or administrator of the supplier or the service provider; (b) you are an employee, contractual party, director or administrator of a competitor of a supplier or a service provider; or if (c) you have some kind of relation with the supplier or the service provider, either by blood or marriage.

By publishing an Advice, you acknowledge and agree that this Advice (a) is based on a first-hand experience with the supplier, service provider or the product or service concerned by this Advice; (b) is accurate, honest and complete; and (c) does not constitute defamation or a breach to these Conditions, all of this to our sole discretion.

## **11. Submitting your Ideas**

Any comments or suggestions likely to improve our Website or its content are welcome.

Any comment or suggestion transmitted to La Pièce concerning the Website, its functionalities or commercial activities in which La Pièce is or could be engaged, may be used, disclosed or implemented by La Pièce without any compensation, indemnity or any other form of retribution.

## **12. Report on Abuses**

The quality of the Website Content and the credibility of the proposed products are very important to La Pièce. Any user judging that the content of the Website does not respect the Conditions, the laws in force or the ethical use of the internet is encouraged to report to La Pièce the nature of this infraction. La Pièce will give prompt and serious attention to any reported infraction and may end, without notice, your right to visit and use the Website, or part of it, if La Pièce has reasonable grounds to believe that you are using the Website in bad faith, in a

dishonest and irresponsible manner or contrary to these Conditions. Notwithstanding the foregoing, La Pièce has no obligation to respond or react following a report of abuse pursuant to this section.

### **13. Privacy and Data Transmission**

La Pièce maintains physical, electronic and procedural security measures that comply with the requirements of federal and provincial laws, including but not limited to the *Personal Information Protection and Electronic Documents Act* (Canada) and the *Act respecting the Protection of Personal Information in the Private Sector* (Quebec), to protect your personal information. On this subject, please refer to the [Privacy Policy](#).

Notwithstanding the foregoing, the data including email and Internet communications, network communications, telephone or any other electronic means may be intercepted by unauthorized third parties. By transmitting data by such means, you indicate your acknowledgment and agreement to the effect that La Pièce cannot be held responsible for such acts by unauthorized third parties.

### **14. Network Security and Efficiency**

La Pièce does not guarantee the efficiency or the total security of the Website. It is possible, among other things, for a hacker to find its way to the server. **Before browsing, subscribing, using or contributing to the Website**, it is important to keep in mind the possibility for an individual with bad intentions to access the Website servers and use, to its own purposes, your personal information. Under no circumstances La Pièce or any of its administrators, directors, employees or agents could be held responsible for hacker attacks nor be blamed for any damage or loss they could cause.

Moreover, the Website may experience occasional breakdowns and some coding errors may be caused by updates or by certain events beyond the control of La Pièce. La Pièce or any of its administrators, directors, employees or agents may not be held responsible for your impossibility to navigate, use or access the Website, whatever the reason preventing you from doing it. In addition, La Pièce reserves the right to make the Website and its services unavailable for maintenance or for procedural reasons in view of actualizing or fixing the Website.

### **15. Disclaimer of Warranties**

The Website and all of its content are provided as is. When you visit and use the Website, you acknowledge and agree that you do so entirely at your own risks. La Pièce makes no representations or warranties as to the content, services or functionalities offered on the Website (collectively referred to as the «Offer») including, without limitation:

- a. As to the accuracy, completeness, reliability, appropriateness or the opportunity of the Offer;
- b. As to the merchantability or the adaptation to a particular use of the Offer, including any information, data, software, product or service included in the Offer or offered through the Website;
- c. As to the operation of the Website without interruption or error;
- d. As to the correction of defects or errors in the Offer or the Website;
- e. As to the absence of viruses or harmful elements in the Website;
- f. As to the secure transmission or transmission without interception of communications through the Website; and
- g. As to the availability in the future of the Offer or the Website.

#### **16. Duration and Termination**

These Conditions come into force on the date you first consult the Website or the date on which you communicate information to La Pièce for the first time, the first of the two dates being retained, and will remain in force until their termination pursuant to the provisions defined hereunder. Some breaches to these Conditions may result in the immediate termination of your access to the Website and keep you from using your account, in whole or in parts, and this, without notice and to the sole discretion of La Pièce. In the event these Conditions are terminated by either party, you will have the obligation to destroy all copies of the Website content that you have in your possession or that is otherwise available to you. Notwithstanding the foregoing, any disclaimers or limitation clauses provided for in these Conditions, as well as all property rights from La Pièce will continue to apply despite this termination.

La Pièce reserves the right, without notice, to suspend at any time the use of the Website and to modify permanently or temporarily, the Website or part of it. In such a case, La Pièce is not liable to you or any third party for any modification, suspension or interruption of the Website, or of parts of it.

No clause of these Conditions shall be construed as obliging La Pièce to keep the Website or parts of it up to date.

#### **17. Limitation of Liability**

**Please read this section carefully as it contains limits to La Pièce's liability towards you.**

**For the purpose of these Conditions, « Entity La Pièce » refers to its affiliates, suppliers and partners as well as the administrators, directors, employees, agents and successors of each of them.**

**We do not verify in real time the contents published on the Website and, consequently, we cannot guarantee their accuracy, integrity or quality. The Content of the Website as well as the Products found on the Website are provided as is, without any warranties of any kind, express or implied. Without limiting the generality of the foregoing, Entity La Pièce rejects any warranty, condition of quality, non-infringement as well as any availability and price guarantee of the products and the content of the Website. Entity La Pièce assumes no liability for any of the content published by a third party, including the content of the experts.**

**We provide on the Website products as well as content from third parties « in the state » and « as available », without any warranty of any kind, explicit or tacit. Without limiting the generality of the foregoing, Entity La Pièce excludes expressly any warranty or condition in relation with the price displayed, the commercial value, the title, the accuracy, the exhaustiveness, the adequacy to a particular use, the quiet enjoyment and the non-infringement, as well as any warranty arising from the transactions or commercial usages. Entity La Pièce cannot guarantee that the Website Content is free of errors and that it will not be interrupted.**

**Entity La Pièce can in no circumstances be held liable for any loss or damage of the nature or relevant to, in particular, the invasion of your privacy, the damage to your reputation, the loss of business or loss of profits for any cause whatsoever, and whether or not it is based on a contract (including a breach to a fundamental obligation), these Conditions, the use of the Website or the Products that are displayed or proposed on the Website, civil liability (including negligence) or otherwise, even if Entity La Pièce knew or should have known the possibility of such damages.**

**Entity La Pièce has no obligation to keep or store the researches, preferences or any other data that you publish from time to time on the Website and cannot assume any liability for any loss or damages resulting from lost data.**

**If you decide to visit or use a site linked to the Website, hardware, software, goods or services offered from a site which is itself linked to the Website, you do so entirely at your own risks.**

## **18. Governing Law**

La Pièce maintains and controls the Website from its offices in Quebec (Canada). Your access to the Website and your use of it, as well as the Conditions, are governed and construed in accordance with the laws of the province of Quebec and the applicable laws of Canada without giving effect to any principles of conflicts of laws.

You hereby agree and irrevocably consent to the exclusive jurisdiction of the federal and provincial courts, sitting in and for the judicial district of Quebec on these issues, to elect domicile in Quebec and waive any objection based on the lack of territorial jurisdiction or on any demand based on the notion of *forum non conveniens*.

#### **19. Severability**

Should any provision of the Conditions be determined to be invalid or unenforceable, such determination shall not affect the remaining provisions of the Conditions which shall remain in full force and effect.

#### **20. No Implied Waiver**

The fact that La Pièce does not insist on the full execution of an obligation provided for in these Conditions or does not exercise a right that is conferred to her, will not be considered as a waiver to the execution of this obligation or this right. Any waiver by La Pièce to a right conferred to her by these Conditions will be acceptable only if it is done in writing and signed, and will be enforceable only with regards to the right and the circumstances expressly covered by this waiver.

#### **21. Modification**

The Website is part of a dynamic environment subject to change. La Pièce may revise the Conditions to its sole discretion by simply updating this page or the pages where the provisions to be changed are found. It is your responsibility to consult these Conditions on a regular basis to be aware of any change that could be brought to them.

If the changes are substantial and that they could result in the infringement of the users' rights, La Pièce could, to its sole discretion and without any obligation from its part, send, if this is reasonably possible, a notice to its users inviting them to read about the changes brought to these Conditions before continuing to use the Website.

In any case, if you disagree with one or any change brought to these Conditions, you must cease using the Website and, if necessary, close your user account. The fact of continuing to use the Website or keeping your account opened after La Pièce has published the modifications or sent a warning informing you that the Conditions were modified, constitutes your acceptance of such modifications.

#### **22. Notices, complaints and communications**

Any notice which is required or permitted to be given under these Conditions must be made in writing and will be deemed to have been validly given if sent by email or by registered mail to the following address:

**Customer Support – La Pièce Design inc.**

341, rue Gaudias-Villeneuve  
Quebec (Quebec) G2N 0K7

Email : [ ● ]

Registered mail :