

TERMS AND CONDITIONS

Welcome to the Website of Alimentation Nature X press Inc. natureexpress.ca/en (hereinafter the “Website”), a corporation also doing business under the name Nature Express™ (hereafter the “Corporation”).

The purpose of these Terms and Conditions is to provide the terms and conditions of your use of the Website. The use of our Website is also subject to your acceptance of our [privacy policy](#).

By accessing or utilizing the Website, you accept to be bound by the terms and conditions of these documents, which supersede all agreements, negotiations, and preliminary discussions, whether written or verbal, that may have occurred as between you and the Corporation. If you do not accept to be bound by such terms and conditions, please do not access our Website.

1. CORPORATION AND LEGAL NOTICES

The Website and its content are the exclusive property of :

Alimentation Nature X Press inc.
1280 Gay-Lussac Street, Suite 203
Boucherville (Quebec), J4B 7G4
Telephone : (450) 356-1777
Email : dominic@natureexpress.ca

You can reach the customer service department of the Corporation for any question or comment at the address or telephone number mentioned above.

2. TERMS AND CONDITIONS FOR USE OF THE WEBSITE

2.1 Rules Pertaining to the Utilization of the Website

By using the Website, you agree and covenant to abide by the following rules:

- You must not access nor use the Website for illicit ends or with the goal of causing injuries or damages to the reputation and image of the Corporation, or more generally, to adversely affect the rights or interests (including, but not limited to, any intellectual property rights) of the Corporation.
- You must not use devices or softwares in the goal of affecting or attempting to affect the proper functioning of the Website or to extract or modify all or part of the Website.
- You undertake not to copy all or part of the content of the Website on any medium whatsoever without obtaining prior written authorization of the Corporation. You

undertake not to, directly or indirectly, attempt or participate in the reverse engineering (or any similar process) of the Website with the goal of copying it, including its source codes and its algorithms.

Should any of these undertakings not be respected, the Corporation shall have the option, at its sole discretion and without prior notice, to refuse to provide you with access to all or part of the Website.

2.2 Availability of the Website

The Corporation deploys its best efforts to ensure the information found on this Website is up to date, complete and accurate. Despite our best efforts, it is possible that errors may remain on the Website, in which case the Corporation undertakes to do everything within its power to ensure that such errors be brought up to your attention and corrected as quickly as possible, by means of a notice on this Website or otherwise.

Should you be aware of any inaccuracy in the information published on the Website, we encourage you to communicate with us by contacting the Corporation at the contact information provided in Section 1, and we will make our best efforts to correct this information as quickly as possible.

2.3 Hyperlinks

The Website contains hyperlinks providing access to any number of external websites belonging to entities other than the Corporation, namely the websites of the Payment Platforms and of some of the suppliers of the Corporation. The function of these hyperlinks is to direct you to relevant information relating to the products offered on the Website, and some of their features and specifications.

The Corporation has no control over these external websites and assumes no liability with regard to their content. The Corporation has no control over these external websites, has no responsibility whatsoever for their content, and in no way supports the information provided or representations made thereon. The presence of hyperlinks in the contents of this Website leading to external websites shall not under any circumstances be construed as an endorsement by the Corporation of the information contained in those external websites, or as indicating that there is an association or joint venture between the Corporation and the company operating or owning any such external website.

The Corporation shall not be held liable in any manner whatsoever for your use of any external website accessed via any hyperlink found on our Website.

2.4 Computer viruses

As a user of this Website, you acknowledge that the use or mere accessing of this Website may entail potential risks of contracting a computer virus on your computer and/or the peripheral devices connected to it. The Corporation shall under no circumstances be liable in any manner whatsoever for any damages or losses resulting, directly or indirectly, from the existence or transmission of a computer virus.

2.5 Currency

All prices indicated on the Website are in Canadian dollars. The Goods and Services Tax and the Quebec Sales Tax must be paid in addition of any listed price.

2.6 Personal Information

In order to subscribe to the Services, you must provide certain personal information to the Corporation and, in the case of the Subscription Services, create a user account on the Website. You are solely responsible for providing all of the required information, ensuring the exactitude of said information and updating same on a continuous basis. You represent and covenant to the Corporation that all such information is complete, true and correct.

2.7 Limitation of liability

The Corporation declines, to the maximum extent permitted by law, any direct, indirect or incidental liability, resulting from the use or impossibility to use the Website, including, without limitation, any business interruptions, loss of profits, loss of software, loss of data, loss of programs or fees (legal or otherwise) associated therewith. The parties agree that it is an essential element of these Terms and Conditions, without which the Corporation would not have concluded same, that the Corporation's liability be limited hereunder.

However, these Terms and Conditions do not have the effect of excluding or limiting the liability of the Corporation in cases of fraud, gross negligence or of any other form of liability which cannot be limited or declined under applicable law.

3. INTELLECTUAL PROPERTY

The Corporation is the holder or assignee of the intellectual property rights of the general structure of the Website and its contents, including, without limitation, all of its algorithms, texts, slogans, graphics, images and photos.

The Corporation is also the title holder of (or uses under a license, as the case may be) the marks, brands, logos, corporate, commercial or legal names, acronyms or abbreviations, and domain names that permit access to the Services.

You may print the pages of this Website for your private and non-commercial use at home, provided, however, that the notes on copyright and the materials protected by intellectual property rights remain unchanged, and provided that these Terms and Conditions are complied with, including the laws governing intellectual property rights in Canada.

You are not authorized to reproduce, print, store, re-edit, change, download, sell or otherwise copy the contents of this Website or any element thereof, whether in whole or in part, for any other reason or for purposes of publication, dissemination or sale, on any medium or in any format whatsoever, whether already invented or invented in the future, without obtaining the prior written authorization of the Corporation. No material, excerpt,

quotation, passage or text in this Website shall be construed as constituting or creating a license or any right of use or reproduction of any element whatsoever of this Website.

It is prohibited at all times to change or modify, in any manner whatsoever, the trademarks, logos or slogans, and the texts, titles, slogans, graphics, tables, images, photographs, portraits, descriptions, symbols, drawings or other artistic works appearing on this Website. The contents of this Website are protected by copyright, trademark rights and other applicable intellectual property rights. All rights are reserved.

4. GENERAL DISPOSITIONS

4.1 Modification to the Terms and Conditions

Subject to any applicable disposition of the law, the Corporation reserves itself the right to amend any Section of these Terms and Conditions. You undertake to regularly consult these Terms and Conditions when accessing the Website such that you remain informed at all times of any modification to its content.

4.2 Applicable Law

These Terms and Conditions are governed by the laws and regulations applicable in the Province of Quebec, and any dispute relating to the present Terms and Conditions will be subject to the exclusive jurisdiction of the Courts of the Province of Quebec.

4.3 Severability

The dispositions of the present Terms and Conditions are distinct and dissociable. In the case of the invalidity or illegality of any disposition (or of any part of any disposition) being pronounced by a court having jurisdiction, this finding of invalidity or illegality will not, in any case, affect the validity of any other disposition of the present Terms and Conditions.

It is the intention of the parties that the dispositions of these Terms and Conditions are to be enforced to the fullest extent permitted by law. As a consequence, the parties agree that should any disposition of these Terms and Conditions be deemed to be unenforceable, said dispositions shall be deemed to be modified to the extent necessary to render them enforceable, taking into consideration the intentions of the parties to these Terms and Conditions.

4.4 Waiver

The failure or delay by either party to these Terms and Conditions to exercise any of its rights hereunder shall not operate as a waiver of such right. The Terms and Conditions shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

4.5 Survival of Certain Dispositions

Any disposition of these Terms and Conditions, which, by its terms, or to give effect to its meaning or nature, must survive the expiration or resiliation of these Terms and Conditions, shall effectively survive the expiration or resiliation of said Terms and Conditions.

4.6 Force Majeure

Should the execution by the Corporation of any of its obligations to these Terms and Conditions be delayed by an event of force majeure or by any other reason beyond the control of the Corporation, the date of the execution of any such obligation shall be delayed for a period equivalent to such delay, and the Corporation may not be found liable in any way whatsoever as a result of such delay to execute its obligations hereunder.

4.7 Assignment

You may not assign these Terms and Conditions or any of your rights and obligations hereunder without the prior written consent of the Corporation. The Corporation reserves itself the right to assign, at all times, these Terms and Conditions or any and all of its rights hereunder.

4.8 Update

LDB:10133680v1

These Terms and Conditions were last updated on the 28th day of May, 2018.