

CONDITIONS OF USE OF OUR INTERNET SITE

Please read carefully the Terms and Conditions before browsing Zone3-XXXIII inc. ("Zone3" or "we" *In the Mouth* website (the "site"). By browsing our site, you acknowledge and accept all Terms and Conditions hereunder. We reserve the right to modify these terms and conditions at any time, at our sole discretion

Ownership

All materials displayed accessible through our site, including, without limitation, text, photographs, images, illustrations, audio clips, video clips, computer software and code (collectively the "Content") are protected under Canadian and foreign copyright or other laws, and are owned by Zone3, its licensors or the party accredited as the provider of the Content. In addition, the site is protected under copyright law as a collective work and/or compilation pursuant to Canadian and foreign laws.

Any use, reproduction, alteration, modification, public performance or display, uploading or posting onto the internet, transmission, redistribution or other exploitation of the site or of any Content, whether in whole or in part, other than expressly set out herein, is prohibited without the express written permission of Zone3.

All trademarks, whether registered or not and all commercial names are Zone3's property or the property of the respected holder who granted Zone3 the right and authorization to use such trademarks. Without limitation, the trademark "In the Mouth" is Zone3's property.

Disclaimer of warranties

The site and all Content are provided as is. By accessing and using the site you acknowledge and agree that use of the site and the Content is entirely at your own risk. Zone3 makes no representations or warranties regarding the site and the Content, including, without limitation, no representation or warranty that:

1. the site and/or Content will be accurate, complete, reliable, suitable or timely;
2. any Content, including, without limitation, any information, data, software, product or service contained in or made available through the site will be of merchantable quality or fit for a particular purpose;
3. the operation of the site will be uninterrupted or error free;
4. defects or errors in the site will be corrected;
5. the site will be free from viruses or harmful components; and that
6. communications to or from the site will be secure or not intercepted.

Limitation of liability

Subject to applicable law, in no event shall Zone3, its officers, directors, employees, agents, licensors or their respective successors and assigns, be liable for any special, indirect, incidental or consequential damages of any kind, including, without limitation, any loss or damages in the nature of or relating to lost business, lost savings, lost data and/or lost profits, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence) or otherwise. The foregoing limitation shall apply even if Zone3 knew of or ought to have known of the possibility of such damages.

In no event shall Zone3, its officers, directors, employees, agents, licensors or their respective successors and assigns, be liable for damages under this agreement, whether arising in contract (including fundamental breach), tort (including negligence) or otherwise even if Zone3 has been advised or ought to have known of the possibility of such damages.

Zone3 expressly disclaims any and all liability for the acts, omissions or conduct of any third-party user of the site or any advertiser or sponsor of the site (collectively, third-party user). Under no circumstances shall Zone3 and its officers, directors, employees, agents licensors, be liable for any injury, loss, damage (including special, indirect, incidental or consequential damages) or expense arising in any manner whatsoever from (i) the acts, omissions or conduct of any third-party user; and (ii) any use or inability to use any materials, software, content, goods or services located at or made available at any website linked to or from the site.

If you decide to access or use any linked website or content, materials, software, goods or services from a website linked to the site, you do so entirely at your own risk.

User account

In order to open your user account, we must ask you your name, full address and phone number. We also ask you to fill in a questionnaire to be part of our Food Nights. We may have to ask you additional information.

Privacy

Zone3 makes every effort to protect the privacy of your personal information. As mentioned above, we use your personal information to process your transaction to buy tickets, goods, to personalize the attendance to the Food Nights and to open your user account.

Use of information

We also use all the information you provide us to make your visit on our site more pleasant. We may also use this information in the future to add personalized items to our site or to ensure that our content caters to the interests of our users. In addition, and only if you have provided your consent, we may use your personal information to send you information letters or promotional offers.

Cookies

We use a feature in your browser, known as cookies, to recognize your computer. A cookie is a small data file that is copied onto your hard drive when you visit a website. These files help you browse the site.

We do not and cannot use cookies to retrieve personal information from your computer. The information gathered is used for statistical purposes, especially to determine the number of hits on the site and to pinpoint the most frequently visited pages.

If your browser is configured to alert you before accepting cookies, you will receive a warning message for each cookie. You can change your browser settings in order to disable cookies.

Security and access

We store your files ourselves. We also take all appropriate security measures to ensure that the information you provide is kept confidential.

You can consult, modify or ask us to delete all the personal information you have provided us at any time. To do so, you can simply contact us at :

Zone3
1055, East René-Lévesque Blvd., Suite 900
Montreal (Quebec) H2L 4S5
(514) 284-5555

Online commerce conditions

The site may allow you to purchase products and services online. When ordering products and services online, you must provide complete and accurate personal information consisting of your name, address, telephone number, e-mail address, credit card information and shipping address, as well as any other information requested.

Your receipt of an electronic form or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Your submission of an order to us shall be deemed to constitute an offer to purchase, which shall remain open for a reasonable time, unless we agree otherwise, and will be deemed to be accepted by us only upon shipment of the products and services. Zone3, in its sole discretion, reserves the right at any time after receipt of your order, to accept or decline your order for any reason, especially if the products and services are listed at an incorrect price, due to a typographical error or an error in pricing information.

You acknowledge and agree that the price of the products and services is subject to change without notice and that the products and services are subject to availability. Zone3 reserves the right to cancel or refuse an order in the case of non-payment of a previous order or if it turns out that you have not respected the Terms of use and sale or the laws in force, in particular those related to copyright.

You release Zone3 and its officers, directors, employees, agents and their respective successors and assigns from any damages that you incur, and agree not to assert any claims against them, arising from your purchase or use of the products and services made available on the site.

Your use of the site allows to conclude contracts and to make online transactions. You acknowledge that your electronic validations mean your acceptance and express your intention to be bound and to pay for your purchases. Your acceptance and intention to be bound by those electronic validations apply to all transactions made on the site, including cancelation requests, policies, contracts and registrations.

You carry out your selected order by following the instructions displayed on the screen. At the end of the ordering procedure and before the final conclusion of the contract, a recap of your order is displayed on the screen for confirmation. In light of this recap, you may identify errors made in the entry of data and correct them, as well as confirm or cancel your order. The contract is final once you confirm the recap of your order.

Zone3 will immediately send you an electronic confirmation of the details of your order. The transfer of ownership of the ordered products is subject to full payment of the price. The payment shall be considered complete upon effective receipt of the price by Zone3.