

Terms and Conditions of the RESTAURANT's website and mobile application

Last revised: February 15, 2018

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS

If you continue to browse and use this website you agree to comply with and be bound by the following terms and conditions governing the relationship between you and THE RESTAURANT regarding this site.

THE TERMS AND CONDITIONS HEREIN APPLY TO THE USE OF THE WEBSITE (the "SITE"), THE MOBILE APPLICATION (THE "MOBILE APPLICATION"), RESTAURANTS ("the RESTAURANT"), INCLUDING ALL CONTENT AND SERVICES ONLINE THEREIN (THE SITE AND MOBILE APPLICATION WILL COLLECTIVELY HEREAFTER THE "APPLICATION").

For IPHONE, IPAD AND OTHER DEVICES USING THE IOS OPERATING SYSTEM ("APPLE APPLICATIONS"); AND FOR THE DEVICES USING OTHER OPERATING SYSTEMS ("OTHER APPLICATIONS"). BY ACCESSING, DOWNLOADING, INSTALLING OR OTHERWISE USING THE APPLICATION, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS ("TERMS"). IF YOU DO NOT AGREE, DO NOT ACCESS, DOWNLOAD, INSTALL OR OTHERWISE USE THE APPLICATION. IF YOU HAVE INSTALLED THE APPLICATION AND DO NOT AGREE TO THESE TERMS, YOU MUST IMMEDIATELY UNINSTALL THE APPLICATION. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND RESTAURANT ("AGREEMENT"). THIS AGREEMENT CONTAINS PROVISIONS THAT LIMIT THE LIABILITY OF THE RESTAURANT.

ELIGIBILITY OF USE

THE APPLICATION MUST ONLY BE USED BY PEOPLE AGED FOURTEEN (14) YEARS OR OVER. IF YOU ARE FOURTEEN (14) YEARS OR OVER, BUT HAVE NOT REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION, YOU NEED TO REVIEW THESE TERMS WITH YOUR PARENT OR GUARDIAN BEFORE CONTINUING TO MAKE SURE YOUR PARENT OR GUARDIAN AND YOU UNDERSTAND THE AGREEMENT. IF YOUR PARENT OR GUARDIAN DO NOT RECOGNIZE OR NOT ACCEPT THESE TERMS, YOU MUST IMMEDIATELY UNINSTALL THE APPLICATION AND STOP USING IT. IF YOUR AGE IS BETWEEN 14 AND AGE OF MAJORITY, YOU CAN USE THE APPLICATION UNDER THE SUPERVISION OF YOUR PARENT OR GUARDIAN.

RIGHTS LICENSE, INSTALLATION AND USE

You are responsible for ensuring that your device meets all the technical specifications necessary to enable you to access the application and use. You receive a personal, non-exclusive, non-transferable license to install and use the APPLICATION on mobile devices that belong to you or that you control personally under these TERMS. Licenses for Apple applications are granted for use on a device that belongs to you or that you control and are equipped with Apple's operating system, iPhone OS. You must ensure that you use a suitable

device to access any Apple application in order to use it. Other applications can only be used on a device that belongs to or that you control yourself and with the operating system for which the other application in question was designed. You cannot install or use the APPLICATION on a device that is not yours or that you do not control. The APPLICATION is provided for legitimate use only and is protected by applicable laws and treaties on intellectual property. Modification or use of the APPLICATION otherwise violates the rights of intellectual property of the RESTAURANT. The APPLICATION is licensed and is therefore not sold. All rights to the Application are and remain the exclusive property of the RESTAURANT and/or its licensors. Nothing in these Terms is designed for you to transfer any of these rights or to invest in one of them. You are only authorized limited use of the APPLICATION, which is granted by these TERMS. You will not take steps to interfere with, limit or jeopardize the rights of the RESTAURANT and/or one of its licensors. All costs associated with downloading, installation, access and use of the APPLICATION are your responsibility and depend on your mobile service provider.

You are responsible for maintaining the strict confidentiality of your account details and you are responsible for all activity on your account. You agree to immediately notify the RESTAURANT of any unauthorized use of your account or password or any other security breach. You agree and you are responsible for providing accurate information when you provide your account details and you ensure that your account details are up-to-date. You are solely responsible for controlling the dissemination and use of your password, controlling access and use of your account, and informing the RESTAURANT when you want to cancel your account or unsubscribe from electronic communication in all of its forms. The RESTAURANT will not be liable for any loss or damage arising from your violation of this provision.

RESTRICTIONS ON USE

Follow the rules of road safety. Each time you use the APPLICATION, you must respect road safety codes as well as all rules and regulations that apply. **YOU SHOULD NOT USE THE APPLICATION WHILE YOU ARE DRIVING OR DRIVING A MOVING VEHICLE THAT IS NOT IN PARKING MODE.** For safety reasons, at any time, you should use the APPLICATION only when permitted and safe to do so.

You cannot decompile, reverse engineer, disassemble, or otherwise convert or allow any third party to decompile, reverse engineer, disassemble or otherwise convert the APPLICATION in a form perceptible to humans; make copies of the APPLICATION; distribute or republish, upload, post or transmit the APPLICATION in any way whatsoever; resell, rent, lease or lend the APPLICATION; or transfer the APPLICATION or these TERMS to any third party. If you download software from the APPLICATION, the software, including any files, images, contained in or generated by the software, and data related thereto (together, the "SOFTWARE") are deemed granted under license by the RESTAURANT or its licensors, if any.

You are NOT allowed to use the APPLICATION to: obtain unauthorized access to the RESTAURANT, including, without limitation, to use this APPLICATION to interrupt, destroy or

limit the functionality of the APPLICATION, the RESTAURANT's servers and/or network; undertake an unlawful or illegal activity; launch automated systems such as "robots," "spiders," etc.; impersonate any person or misrepresent your identity; and/or violate the rights or threaten the safety of any person. Possible evidence of use of this APPLICATION for these reasons will be provided to the police authorities and are subject to production of documents required by law.

COLLECTION, USE AND DISCLOSURE OF YOUR INFORMATION

Collection

You agree that the RESTAURANT may collect and use technical data about your device, software of your system and the APPLICATION, and peripherals. All technical data is gathered periodically to facilitate the provision of software updates and support related to the APPLICATION.

So that the RESTAURANT can better address your preferences, by using the APPLICATION, you accept and agree that THE RESTAURANT, and/or its affiliates and third party partners may collect, use and transmit the information you provide using the APPLICATION, and other information that identifies you personally collected through your use of the APPLICATION or specifically provided by you when you use the APPLICATION through registering for an account with the RESTAURANT, or otherwise provided ("PERSONAL INFORMATION") to facilitate the improvement and delivery of products, offers, promotions, other services or technologies, and advertising content.

You agree and consent to the RESTAURANT and its third party partners using your information to provide products, offers, promotions, or other customized services or technologies, and advertising content. Your personal information will only be used in accordance with the privacy policy of the RESTAURANT.

Location information: With your consent, we may collect location information through your use of the APPLICATION, including locating information collected through geolocation capabilities, GPS, Bluetooth and similar capabilities of your mobile phone or your device ("LOCATION INFORMATION"). The objective of collecting location information is to identify restaurants that are the closest to your immediate location and effectively use the features of the APPLICATION. We collect only the location information, if you agree, through a membership option, to receive some features of the APPLICATION (during the initial download of the APPLICATION for a login or later session) and by enabling these capabilities on your mobile device. Once the membership is accepted, the APPLICATION will continue to collect location information until you close the APPLICATION (location information will continue to be collected if the APPLICATION works in the background) or if you change the settings of your phone or other device to disable geolocation capabilities, GPS or Bluetooth, or similar capabilities, or you change the settings of your phone or other device to prevent the

APPLICATION to collect your location information. The RESTAURANT considers location information as personal information.

Information on the use of the APPLICATION: When you use the APPLICATION, information about how you interact with and use the APPLICATION may be collected automatically ("INFORMATION ON THE APPLICATION'S USE"). To the extent that the INFORMATION ON THE APPLICATION'S USE identifies you as an individual, THE RESTAURANT considers this personal information.

Personal information gathered: The way you use our application which you frequent our restaurants is important to us. We can therefore gather and compile personal information with information about other purchases you make at restaurants The RESTAURANT and any other personal information that you have agreed to provide us ("AGGREGATED PERSONAL INFORMATION").

Use

PERSONAL INFORMATION, LOCATION INFORMATION, INFORMATION ON THE APPLICATION'S USE, and AGGREGATED PERSONAL INFORMATION (collectively "AUTHORIZED INFORMATION") are used for purposes such as improving the functionality and features of our APPLICATION to answer your requests and messages, to conduct research on behavior and/or consumer interests, to improve our services or products, and to provide you with information about our offers and special promotions in our restaurants.

Disclosure

The RESTAURANT can share AUTHORIZED INFORMATION with its affiliates, agents, business partners, franchisees and other third parties in the following ways:

The RESTAURANT may disclose information about authorized when you visit our restaurants, products that you view and that you share the most frequently, and which parts of our restaurants you visit the most; The RESTAURANT may disclose AUTHORIZED INFORMATION to provide certain commercial services and communicate only AUTHORIZED required for commercial services to be provided. The RESTAURANT can disclose AUTHORIZED INFORMATION if required by law or if we believe in good faith that such action is necessary to (i) comply with legal obligations, (ii) to protect or defend our rights or property, (iii) act in urgent circumstances to protect the personal safety of users of the APPLICATION or general public, or (iv) to protect us against liability.

Storage and transfer of information

The RESTAURANT can store all the information we collect (authorized or otherwise) in databases owned and maintained by us, our subsidiaries, our suppliers, our franchisees, our agents or our service providers. These databases can be stored in Canada or abroad. Using our

APPLICATION, you consent to the storage and transfer of your authorized information and other information as described above.

Limiting the collection of information

You cannot use the APPLICATION without providing personal information. You can limit the personal information we collect by uninstalling the APPLICATION, turning it off or preventing it from using geolocation capabilities, Bluetooth or similar capabilities of your mobile device. However, if you take such measures that may prevent you from using certain features or aspects of the APPLICATION.

Links to other websites and/or other applications

The APPLICATION may contain references, links or interactions to websites that are not operated when controlled by us ("THIRD-PARTY SITES"). The policies and procedures we describe herein are not applicable to THIRD-PARTY SITES and these sites may independently collect information about you. The RESTAURANT assumes no responsibility regarding the policies to protect personal information and gathering information from these THIRD-PARTY SITES and we recommend that you contact the providers of these sites directly for information on their privacy policies.

Contact privacy

All questions and all concerns about the privacy of your personal information should be directed to the registered address available on our website. You can also reach us by phone number on our website five (5) days per week, Monday to Friday, 8 a.m. to 5 p.m. (EST).

SENDING ORDERS TO RESTAURANTS

This section applies to orders placed by the APPLICATION where this service is offered. Please read this section before sending an order to restaurants using the APPLICATION.

Each restaurant is owned and managed by an independent company: Although there may be a parent company that operates and controls the APPLICATION, it is not responsible for the restaurant operations. Most restaurants are owned and operated by independent owners. Some restaurants are operated by subsidiaries of the parent company (such subsidiaries are collectively called "RESTAURANTS"). Each restaurant is fully and independently responsible for its legal and regulatory compliance with respect to any problem related to the supply of products to you and any issues related to employment in the restaurant.

Orders: The purpose of ordering is to offer customers a convenient way that allows them to create an order for products in advance and submit by registering at a participating restaurant. Before you order, you can create an account in the APPLICATION. Before submitting an order, you must register a credit card (a "PAYMENT CARD") on which your order payments will be applied. For the order to be submitted, you may need to enable location services on your device.

Registering your payment method: The RESTAURANT and RESTAURANTS rely on the services of independent suppliers to save your credit card (Visa and/or MasterCard) and process RESTAURANT payments. You understand and agree that when you register a PAYMENT CARD, the RESTAURANT or its independent providers can verify the validity of the registered PAYMENT CARD. You also understand and agree that when placing an order at a RESTAURANT, the RESTAURANT will be the merchant. **To pick up your order at the counter or during delivery, you must present the credit card used for payment as well as a photo ID. These identity documents are essential in order to receive your order. Restaurants reserve the right not to provide or deliver orders to anyone who would not have these documents.** YOU WARRANT THAT YOU HAVE REACHED THE SUFFICIENT AGE AND HOLD ALL THE LEGAL RIGHTS TO USE ALL PAYMENT CARDS YOU REGISTER.

Buying products directly from restaurants: When you order, you submit orders directly to a participating RESTAURANT and the contract for the supply of products will be concluded between you and the RESTAURANT that accepts your order. The restaurant where you pick up your products is responsible for preparing the products and providing them to you.

About the products in the APPLICATION: All products are subject to availability at the RESTAURANT where you collect your order. Some RESTAURANTS do not serve all products. The images of the products and packaging that appear in the APPLICATION are shown as examples only and may not be identical to products or packages you receive from a RESTAURANT. The differences may be due to the color display of your device or to factors, such ingredients used, the supplier, the area where the restaurant is located, and the season of the year.

About the prices in the order: Each RESTAURANT applies the prices determined by the network as they are shown in the ordering feature and then applies any taxes and additional costs required by law. Some offers and some prices may not be available on all orders at all locations. If you discover an error in the price of a product you are charged, please contact the RESTAURANT where you purchased the product to request a refund for the difference in price.

Costs of application and order processing: Orders are processed through a third-party service developed and powered by UEAT. In many cases, the APPLICATION'S fees and shipping costs may be due and charged by a third party that offers a SERVICE that is different from the service provided by the RESTAURANT. UEAT offers an independent service that the customer can choose to use to place an order in a more friendly and faster environment. In all cases, you can choose whether to use the UEAT ordering feature to place an order at a RESTAURANT. If you do not wish to pay the fee for use of the APPLICATION'S ordering feature, you can always place your order by phone or in person.

For information and/or questions regarding the service provided by UEAT.io, you should refer to its website and terms of use and sale by clicking on the following link:

<https://ueat.io/fr/conditions-generales-de-vente/>

Creating, confirming and sending your order to a RESTAURANT: You can use the APPLICATION to create your order and send it to a participating RESTAURANT you choose. You only make your purchase when you submit your order to a RESTAURANT. Your credit card will not be charged until you have sent your order to a RESTAURANT. Orders must be collected in person at the RESTAURANT or through a delivery service.

Registering to a RESTAURANT and making purchases: You can register at any participating RESTAURANT, even if you choose a different RESTAURANT than where you created your order. You only make your purchase when you submit your order to a RESTAURANT.

Revised order total when registering: Order totals may be revised when registering due to changes in products, prices, taxes or other fees required by law because you selected a different participating RESTAURANT than the original RESTAURANT you chose. The revised order total can also result from the non-availability of some products, price changes or other reasons.

Payment of your order: You only make your purchase when you submit your order to a RESTAURANT. When you complete your order, you allow the restaurant to process your total order (if updated, the revised total of your order). The restaurant's payment service provider will process the total amount of your order (it is updated, the revised total amount of your order) to the credit card you chose when you created your order. You may receive a notification in the APPLICATION'S ordering feature informing you that the RESTAURANT has accepted and started to prepare your order. The products belong to you once you have picked them up or received them.

Canceling your order, refunds and your consumer rights: You can update or cancel your order at any time before confirming your payment on the RESTAURANT's website. However, once you have made the payment, you will not be able to cancel it. If you wish to be reimbursed for any reason, particularly if the products were not satisfactory or for other reasons, please contact the RESTAURANT where you purchased the product for a refund. Your legal rights in this regard are not affected by any of these TERMS.

OFFERS IN THE APPLICATION

You can receive promotional offers via the APPLICATION.

The following general conditions apply to the offers: (1) The offer may only be accessible by this particular APPLICATION and for the displayed product and is subject to availability, at participating RESTAURANTS only, until the expiry date; (2) Unless otherwise stated, each offer expires when the product is purchased; (3) Unless otherwise stated, only one offer can be applied by visiting the RESTAURANT; (4) Offers are non-transferable; and (5) Offers cannot be exchanged for cash. In addition, specific conditions may apply to the offer featured in the APPLICATION and displayed beside the offer. Not all offers that can be applied to orders and/or are eligible for delivery.

SPECIAL CONDITIONS FOR THE LOYALTY PROGRAM

General:

1. If the loyalty and reward Program is activated, it is the property of RESTAURANT and is available to customers in collaboration with all participating restaurants.
2. The RESTAURANT may, at its sole discretion, suspend or terminate the Program without prior notice.
3. In case of interruption or termination of the Program for any reason whatsoever, the RESTAURANT will not be liable to its members and will be automatically released from all claims by members in the event of the Program's interruption, termination, loss or exchange of points or other issues arising from the Program's interruption or termination.
4. The RESTAURANT can change the Program's rules, benefits, conditions of participation or the points required to get rewards, in whole or in part, at any time and without notice, even if such changes may affect the value of accumulated points.
5. The RESTAURANT may withdraw, limit, modify or cancel any award. By the same token, it can also increase, regulate or modify the number of points required to earn a reward.
6. The Program is open to all residents of Canada aged 14 and older. A corporation, company or other legal entity cannot become a member.
7. Only one person per account can be included in the Program under his or her legal name.
8. The RESTAURANT disclaims all liability that may arise from an error or omission regarding the accuracy of the information contained herein.
9. Any abuse and fraudulent activity in connection with the Program, including but not limited to, the failure of policies and Program procedures, sale or barter of awards, and a

misrepresentation of the facts relating thereto or other conduct deemed inappropriate, as determined by the sole judgment of the RESTAURANT, any inappropriate behavior or harassment of the staff of the RESTAURANT and its participating restaurants, or refusal to obey its staff's instruction may result in cancellation of the member's account, disqualification from the Program, and the cancellation of its points. The RESTAURANT reserves the right to terminate membership, withdraw or cancel the card, cancel the accumulated visits, initiate legal action, and collect taxable damages and legal fees.

10. The RESTAURANT reserves the right to interpret and implement policies and procedures that are in these rules. The RESTAURANT's decisions are final and binding in all cases.

11. Members of the Program are entitled to know the information kept on file and to correct any erroneous information. To access their file, the member must visit the profile page on the RESTAURANT'S website or accessible via the Program's mobile app. The member is solely responsible for maintaining valid personal information. The RESTAURANT cannot be held responsible for any error or omission related to bad information in the member's profile.

12. Information on the rewards available for each member (discount points and market value of the points) can be found partly in the RESTAURANT's member profile page on its website or in the Program's mobile app. It is possible that a reward be given to a member without the latter being informed beforehand.

13. Members who cannot provide a valid email address cannot participate in the Program, since this field is required to complete the profile. However, the member may, at his or her sole discretion, accept or refuse to receive promotional communications from the RESTAURANT and its affiliates. To make that choice, the member must change his or her communication preferences in member profile page available online or via the mobile app. The member understands that if he or she refuses to receive communications from the Program, he or she is may be excluded from certain privileges or rewards related to the Program.

14. Upon the death of a Program member, the member's account will be closed, and visits accumulated in this account will be canceled as long as the customer service of RESTAURANT is informed via the customer service form made available. If an account remains inactive, that is to say that there is no transaction over a period of 14 consecutive months, it will be automatically deactivated, and the points and rewards will be reset to zero. It will be impossible for the member to recover the value of points or rewards following the deactivation of the account.

15. By joining the Program, you allow the RESTAURANT collect and use your personal information to maintain your profile and provide you the commercial information or information in connection with the Program. From time to time, the information provided to the RESTAURANT and the Program administrator, and UEAT Technologies Inc. can be used to present information, products, services, and relevant offers from the RESTAURANT and its associated partners. If you prefer that we do not use your personal information, please contact the RESTAURANT's customer service.

16. On occasion, the RESTAURANT may collect additional personal information of Program members. Should a Program member refuse to provide additional information, his or her status will not be affected.

Program membership:

17. To join the Program, a customer must become a member of the Program. To do so, the customer must complete the required fields of the profile, which is accessible online on the RESTAURANT's website or by downloading the Program's mobile app. The customer must also accept the Program's terms and conditions by checking the box provided for this purpose.

18. The electronic acceptance of Program's terms and conditions, or the first use of the membership card constitutes acceptance by the member of the terms and conditions that govern the Program.

19. A single virtual membership card will be issued by the holder. Each holder has a unique membership card number. A holder cannot share his or her account information with anyone and should not disclose personal information or password to anyone.

20. Membership is non-transferable.

21. No retroactive credit will be issued for purchases made before joining the Program is fully completed.

22. Employees of the RESTAURANT and its participating locations are eligible for the Program. However, the benefits offered in the Program may not be eligible with the benefits of employees based on their employment status.

23. If ever a "contest" type of promotion under the rules established by the Board of Alcohol, Races and Games (RACJ) is offered within the Program, no employees, affiliated agencies or persons residing at same address can be declared winner.

24. In the event of loss or suspected fraud, members of the Program shall immediately notify the RESTAURANT in writing by sending an email via the contact form available on the RESTAURANT's website. Following receipt of the information, the RESTAURANT will deactivate the membership card and emit a new one, which will be sent by email and directly accessible in the mobile app within a maximum of 5 business days. The points balance or accumulated unredeemed rewards will remain unchanged. The RESTAURANT reserves the right to cancel all points accumulated in an account for which its suspects they were fraudulently accumulated.

Earning and redeeming points:

25. Any reward is subject to an expiry date. Also, if a member does not accumulate or exchange points, or carry out any transaction in his or her account count for 14 consecutive months, the account will be considered inactive and will not be reactivated. The virtual membership card will not be able to be used anymore and the balance will be reset.

26. Members must allow up to 48 hours before rewards, including points, are credited to their Program accounts following a transaction. In the case of an online order on the RESTAURANT's site or via the Program's mobile app, the period begins when the order is delivered and officially considered closed in the cash register system of the branch to which the transaction has been assigned.

27. Each reward has specific conditions of use and validity. To get the details of the terms and conditions of use of a reward, members should refer to legal information accompanying each message regarding each reward.

28. In all cases, a reward is never transferable to another member. It is non-refundable, and cannot be redeemed for cash or another reward (equivalent in nature or not).

29. Base points are available only on eligible items including but not limited to the RESTAURANT's brand items sold at participating restaurants only, with the exception of gift cards available at the RESTAURANT. The list of eligible items may be changed without notice by the RESTAURANT.

30. Every eligible dollar (before taxes and after discounts on items, if applicable) in the the Program will provide members 20 base points credited to their accounts.

31. The value of a Program point is 0,001 Canadian dollars (10,000 points = \$10.00 Canadian dollars)

32. To redeem points against purchases, the member must have accumulated a minimum of \$10 Canadian. If a member has accumulated more than \$10, he or she can choose to apply the entire or partial amount on a transaction, up to a maximum of \$ 100 per day, rounded to the nearest 0.01. The maximum amount is calculated for each calendar day starting at 00:01 a.m. and ending at 11:59 p.m. The amounts of a payment made by points apply on the total transaction after applying eligible discounts, taxes and delivery costs, but before expenses related to an online transaction.

33. Members can earn points and rewards on a maximum of 2 transactions per day. If the member performs more 2 transactions per day, points will be issued on the first two transactions. No points will be issued on subsequent transactions, regardless of the value of transactions.

34. With Program, members can get bonus type of rewards points or receive a multiplier type of reward points that will have the effect of multiplying base points offered on every dollar of eligible purchases.

35. Members may also receive other types of rewards that offer discounts on items, on groups of items or on the subtotal of the invoice based on purchasing behavior. Members understand and accept therefore that the rewards offered within the Program may vary from one member to another as to number of rewards and their value.

36. Strictly speaking, the membership card is not a method of payment or the equivalent of a credit card. It serves only to allow members to access their accounts, including their rewards and accumulated points that can be applied on purchases.

37. Following the exchange of points or the use of a reward, the member of the Program releases the franchisor of any liability or claim with respect to the exchange and use of the reward or any loss or damage caused by the products or services offered as rewards

38. To accumulate points when making purchases, members must present their virtual membership cards before completing the payment at the cash register or log into their accounts in the event that an online order was placed on the RESTAURANT's website.

39. If a transaction is canceled, customers must present the virtual membership card to reverse the allocation of points to their accounts. In the case of payment by points or the use of a reward, members must contact the RESTAURANT's customer service via the contact form available on the RESTAURANT's website for the repayment of the transaction.

40. In no instance can members claim points on an already completed and/or paid transaction if they forgot for whatever reason to present their virtual membership cards or to log into their

accounts to place an online order. This is not a valid reason to request a reversal of a transaction.

41. Customers can view their profiles and balances anytime online by visiting the RESTAURANT's website.

42. Payment with points does not prevent customers from accumulating points (base points, bonus points and multiplier offers) on eligible products during a transaction.

43. The RESTAURANT not accept any responsibility for the points redeemed by anyone without the consent of the member if he or she has not previously reported the loss or theft of the virtual membership card to the RESTAURANT's customer service. The member will assume full responsibility for any transactions made before the RESTAURANT receives a notice.

JURISDICTION AND APPLICABLE LAWS

Unless otherwise described, the APPLICATION is available only to provide information about RESTAURANT. The RESTAURANT is not the owner of this APPLICATION. If you use this APPLICATION from other places as Canada, you are responsible for compliance with applicable local laws. Some software in this APPLICATION are subject to export controls imposed by Canada and/or the United States. This software may not be allowed to be downloaded or otherwise exported or re-exported into (or to a citizen or resident of) any country that is subject to an embargo by Canada or the United States. If you download or if you use the APPLICATION, you indicate and warrant that you are not located in one of these countries, you are not under the jurisdiction of one these countries, and that you are not a citizen of one of these countries, and that your name does not appear on any of these lists.

The United Nations Convention on the International Sale of Goods shall not apply. Use of this Site, these TERMS and use of the APPLICATION is governed by the laws of the Province of Quebec and the laws of Canada and, with regards the conflicts from these TERMS, parties by the following subject themselves irrevocably to the jurisdiction of the courts of the Province of Quebec in Québec City.

DISCLAIMER

THE APPLICATION MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. THE RESTAURANT MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. THE APPLICATION AND ALL MATERIALS THEREIN ARE PROVIDED "AS IS," "ON THE BASIS OF THEIR AVAILABILITY" AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS IN FORCE. THE RESTAURANT DISCLAIMS ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. THE RESTAURANT DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED, OR THAT THE APPLICATION OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR NOT TO OTHER HARMFUL COMPONENTS. THE RESTAURANT NO WARRANTY, AND MAKES NO REPRESENTATIONS ABOUT THE USE OR THE RESULTS OF THE USE OF THE APPLICATION IN RELATION TO ITS ACCURACY, PRECISION, RELIABILITY, OR OTHER CRITERIA.

THE RESTAURANT DISCLAIMS ANY LIABILITY DUE TO THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTY IN CONNECTION WITH OR RELATED TO YOUR USE OF THE APPLICATION. YOU (AND NOT THE RESTAURANT) ASSUME THE ENTIRE COST OF NECESSARY SERVICING OR REPAIRS. THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, TO THE EXTENT THAT APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. You assume total responsibility for your use of the APPLICATION and all related sites. YOUR ONLY RECOURSE AGAINST THE RESTAURANT IN THE EVENT YOU ARE DISSATISFIED WITH THE APPLICATION OR ANY CONTENT IS TO STOP USING THE APPLICATION AND ANY CONTENT. This limitation of recourse is part of negotiations between parties.

The RESTAURANT disclaims any liability whatsoever, and for any consequences or damage resulting, directly or indirectly, in relation to allergens and/or raw materials used by the RESTAURANTS in the manufacturing of products sold. We ensure that each restaurant uses quality products, but it is your responsibility to report any allergy and or intolerance directly to the RESTAURANT. Also, regarding fish-based products, we take care to remove the fish bones, but some may remain.

RESTRICTIONS OF LIABILITY

THE RESTAURANT AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURY CAUSED BY ANY USE OR INABILITY TO USE THE APPLICATION, INCLUDING, BUT NOT LIMITED TO, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY TRANSMISSION, COMPUTER VIRUS OR FAILURE OF TRANSMISSION LINE. THE RESTAURANT AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURY, INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL OR CONSEQUENTIAL DUE TO THE USE OR INABILITY TO USE, THE APPLICATION, EVEN IF THERE IS NEGLIGENCE ON THE PART OF THE RESTAURANT AND ITS AFFILIATES OR THE RESTAURANT OR AUTHORIZED REPRESENTATIVE OF THE RESTAURANT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, OR IF BOTH SITUATIONS HAVE OCCURRED. THE ABOVE LIMITATIONS, EXCLUSIONS AND LIABILITY MAY NOT APPLY TO YOU TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE RESTAURANT'S TOTAL LIABILITY TO TO YOU FOR ANY LOSS, DAMAGE AND INTENTIONS OF ACTION (WHETHER IN CONTRACT, TRANSACTION (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) SHALL BE THE LESSER OF (I) THE AMOUNT YOU PAID TO USE THE APPLICATION, OR (II) IF APPLICATION WAS FREE, THE LUMP SUM OF \$100 CAD. THE LEGAL RIGHTS OF THE RESTAURANT TO RECOVER DAMAGES OR OTHER COMPENSATION UNDER THESE TERMS ARE RESERVED.

EXTERNAL LINKS AND THIRD-PARTY SERVICES

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