

## Terms of Use

Welcome to the Heavy Montreal website located at <https://www.heavymontreal.com/en> (the "**Website**"), operated by Gestion Evenko Festival Inc. ("**evenko**"). We hope you will enjoy your visit. By visiting the Website, you agree to be bound by these Terms of Use (the "**Terms of Use**") which should be read in conjunction with the [Privacy Policy](#), which is hereby incorporated by reference into these Terms of Use.

These Terms of Use were last modified on September 8, 2022. Evenko reserves the right, at any time and without prior notice, to modify or replace, in whole or in part, these Terms of Use. Any changes to these Terms of Use can be found at this URL. It is your responsibility to periodically read these Terms of Use to be aware of changes, if any. Your use of the Website following the posting of any changes to these Terms of Use constitutes your acceptance of those changes.

If you have any questions about these Terms of Use or the Privacy Policy, please contact:

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### **Rules of use**

By using the Website, you agree to:

- Not use the Website in any manner that may, in any way, violate these Terms of Use;
- Not use the Website in any manner that may violate any intellectual property rights of evenko or any third-party;
- Not use the Website in any manner to propagate spam, including but not limited to unsolicited advertising, bulk electronic mail or messages, or links to a spam or phishing website;
- Not use the Website in any manner to propagate software viruses, Trojan horses, worms, or any other malicious or non-malicious computer code, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment in any form whether belonging to evenko or a third-party, or to damage or obtain unauthorized access to any system, data, password or other information of evenko, other users of the Website, or any other third-party;
- Not: (1) take any action that imposes or may impose (as determined by evenko in its sole discretion) an unreasonable or disproportionately large load on evenko (or its third-party providers') infrastructure; (2) interfere or attempt to interfere with the proper functioning of the Website or any activities conducted on the Website; (3) bypass any measures evenko may use to prevent or restrict access to the Website or any element thereof; (4) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Website; or (5) harvest or scrape any content from the Website in an unreasonable manner;
- Use the Website in compliance with all applicable local, state / provincial, national and international laws.

## **Indemnity**

Notwithstanding any other term of these Terms of Use, you agree to indemnify, defend and hold harmless evenko, its affiliates and their officers, directors, shareholders, owners, partners, partnerships, principals, employees, servants, agents, representatives, successors and assigns from and against any damages, liabilities, costs and expenses (including reasonable attorneys fees), claims or demands, arising out of (i) your use of or connection to the Website, (ii) your participation in any activities arising from the Website, (iii) your violation of, or failure to perform your obligations under these Terms of Use or, (iv) your violation of any rights of a third-party.

## **Termination**

You agree that evenko, in its sole discretion, has the right (but not the obligation) to block your email or IP address, or otherwise terminate your access to or use of the Website (or any part thereof), immediately and without notice, for any reason, including, without limitation, if evenko believes that you have acted inconsistently with the letter or spirit of these Terms of Use.

Evenko may also, in its sole discretion and at any time, discontinue providing the Website, or any part thereof, with or without notice. Furthermore, you agree that evenko shall not be liable to you or any third-party for any loss or damage resulting from the termination of your access to the Website, or from evenko termination of the Website (or any part thereof).

## **General and External Links**

From time to time, evenko may provide links to other websites. Links from the Website may take you to websites not covered by these Terms of Use. Evenko provides those links solely as a convenience to you and evenko takes no responsibility for your use of those other websites or the protection of your personal information on those other websites. It is your responsibility to check the terms of use and / or privacy policy of any website you visit. Evenko does not make any representation or warranty whatsoever about the content of those websites to which a link may have been provided to you. In no way will evenko be held responsible for any damage, direct or indirect, pecuniary or non-pecuniary, resulting from your use of those other websites or services to which the Website may have directed you to, or resulting from any virus, Trojan horse, worm or other similar destructive file received or downloaded as a result of your use of those other websites, or caused by or in connection with your use of those websites or their content, or caused by the goods or services available on or through any website or resource to which evenko may have directed you to, or by the actions of the operators of any such website or resource.

## **Copyright and Intellectual Property Rights**

The content, arrangement and layout of the Website, including, but not limited to, the trademarks, photos, images, text, and computer code, in any form whatsoever, are proprietary to evenko, either owned or under license, and may not be copied, imitated, reproduced, displayed, distributed, transmitted or otherwise used without the prior written permission of evenko. Any unauthorized use of the content, arrangement or layout of the Website, including, but not limited to, the text, computer code, photos, images or trademarks found on the Website or in any derivative works thereof may violate civil or criminal laws, including, but not limited to, copyright and trademark laws, and evenko may take action accordingly.

The above paragraph further applies to third-party property used on the Website, including but not limited to third-party computer code.

## **Disclaimer of Warranties**

You expressly understand and agree that your use of the Website, the information therein and any activity arising from the use of the Website is at your sole risk. The Website, or any third-party materials (if any), are provided on an "as is" and "as available" basis, and you will be solely responsible for any damage to your computer system or loss of data that results from the download, stream or access of any material obtained through the use of or from consulting the Website. Certain information may change, and errors may occur, and evenko is not responsible for any loss, financial or otherwise, resulting from changes or errors in information available on or through the Website. Evenko expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, warranties of title and non-infringement, warranties of merchantability or fitness for a particular purpose, and warranties that the Website and any third-party material will be uninterrupted, error-free, accurate, reliable and free from virus and other harmful components. Evenko does not warrant that: (i) the Website will be secure or available at any particular time or location; (ii) any defects or errors will be corrected; or (iii) the results of using the Website will meet your requirements.

## **Limitation of Liability**

You expressly understand and agree that evenko shall not be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, in contract, general civil liability or any other cause of action, relating to the Website, the use of the Website or activities arising from your use of the Website, including, without limitation, any interruption, defect or delay in operation or transmission, including communication line failure, any computer virus, and any theft, destruction or alteration of, or unauthorized access to or use of, any electronic records or third-party material. This limitation of liability applies, without limitation, to any damage or injury caused by any error, omission or other failure of performance by evenko, its affiliates and business partners.

## **Governing Laws and Jurisdiction**

Use of the Website shall be governed by and construed in accordance with the laws of the Province of Quebec in force at the time without regard to conflict of law provisions. You agree that any legal action or proceeding between you and evenko shall be brought exclusively in the courts located in the Judicial District of Montreal, Quebec, Canada.

## **Miscellaneous Provisions**

These Terms of Use, in conjunction with the Privacy Policy, constitute the entire agreement between you and evenko with respect to your use of the Website, superseding any prior agreements to the same effect, whether in oral or written form, between you and evenko;

Failure by evenko to insist upon strict performance of one or another of your obligations under these Terms of Use shall not be construed as a waiver or relinquishment of any of evenko rights or remedies.

If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use shall remain in full force and effect.

The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.