# **TERMS AND CONDITIONS**

Effective September 1, 2016

Welcome, and thank you for visiting www.naturestouchfrozenfoods.com (the "Site").

Please note that this Site is jointly owned by, controlled by and/or maintained by Nature's Touch Frozen Foods Inc. and/or one or more of its subsidiaries or affiliates (individually and collectively, "Nature's Touch").

Before using the Site, it is important that you read the following Terms and Conditions, as well as the Privacy Policy.

Children / Minors

# IF YOU ARE A MINOR, PLEASE OBTAIN YOUR PARENT'S OR LEGAL GUARDIAN'S PERMISSION TO USE THE SITE AND ENSURE THAT HE/SHE READS THESE TERMS AND CONDITIONS.

## For Parents / Legal Guardians

By permitting child/minor to Use (as defined below) the Site, you understand and agree that you are entirely responsible for the child's/minor's action and Use (as defined below) of the Site. In addition, you understand that the Site may contain Content (as defined below) that is inappropriate for children/minors.

#### Applicable Governing Laws and Consent Provided

This Site, and its Use (as defined below), is governed by the laws of the Province of Quebec and the federal laws of Canada.

Moreover, by accessing, using, downloading, uploading, sending (collectively "Use") Content (as defined below) of the Site is an acknowledgement and provision of:

- 1. your consent that the above mentioned laws apply; and
- your consent that the Terms and Conditions, including the Privacy Policy and the Disclaimer provided in this Site, all as amended from time to time as indicated below (collectively the "Terms and Conditions") apply to your Use of the Site.

# <u>IF YOU DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS CONTAINED HEREIN, PLEASE</u> DO NOT USE THIS SITE.

Content includes, without limitation, messages, information, data, text, software or images, audio clips, video clips and other materials or content available or posted on the Site (collectively, the "Content").

#### Modification of Terms and Conditions

Nature's Touch has the exclusive right to modify the Terms and Conditions at any time, from time to time, in its sole discretion and without prior notice. Any such modification(s) shall be effective upon it being posted on the Site.

While visiting the Site you may **not**:

- 1. do any act that constitutes or promotes criminal conduct or a fault for civil liability purposes; and
- 2. do any act which violates intellectual property rights.

### Rules of Use

Nature's Touch hereby allows any person to Use the Site, subject to the following:

- 1. Use of the Site must be solely for informational purposes;
- Use of the Site must be solely for internal purposes and may not be used to commercialize any
  product or for any commercial purposes and you agree not to resell, distribute, transfer, share or
  otherwise Use the Site or any portion thereof, including any coupons or credits for any
  commercial purposes whatsoever;
- 3. Caching, mirror server system, proxy / ante-memory system must be used solely for temporary copying and when such reproductions are essential for technological process;
- 4. Any copy or printout of any documents or portion thereof must include this notice and all of the text contained on this page under the heading "Copyright";
- 5. Framing is not permitted;
- Nature's Touch trademarks, trade-names, distinctive signs or essential features must not be used in source code or other programming languages to manipulate search engines or other referring system.

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# <u>DISCLAIMER</u>

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