
TERMS AND CONDITIONS OF USE OF SERVICES

These Terms of Use constitute an agreement between an organization ("**you**" or the "**Organization**") wishing to manage donor relationships and donations, and Cible Stratégique Inc. (hereinafter "**Cible**" or "**we**") for access to the online content of the *Donna Interactive Suite*™ (hereinafter the "**Platform**"), a cloud-based technology solution owned and operated by Cible.

1. GENERAL CONDITIONS

- 1.1. You will be able to access the Platform, via the Internet, by linking to the URL associated with The Donna Interactive Suite. For any questions regarding the technologies used by Cible, please contact technical support at support@suite-donna.com.
- 1.2. The Platform is a tool that allows you to, among other things, manage online (via the Internet) and offline donations from third party users ("**Users**").
- 1.3. The Platform includes the features described in the document entitled Agreement (hereinafter the "**Agreement**"). Updates to the features may be added or removed to improve the performance of the Platform from time to time at Cible's sole discretion, without any obligation on your part.
- 1.4. You agree to pay a monthly subscription fee as described in the **Service Agreement**, which includes a description of the applicable fees and a description of the services available to you on the Platform. The user fees and integration costs set forth in the Agreement and the first monthly payment are billed immediately upon subscription, depending on the type of subscription you choose. Thereafter, monthly fees will be charged according to the number of transactions made, the services selected and the options chosen.
- 1.5. Use of the Platform is subject to the following restrictions:
 - 1.5.1. Access to the Platform is restricted to you, your Representatives and Users (for the purposes hereof, "**Representatives**" means directors, officers, employees, consultants, volunteers and other persons authorized to act on your behalf and to use the Platform).
 - 1.5.2. Any loan, exchange, resale or leasing of access rights to the Platform to a third party as well as any sharing with a third party of the Platform's services are strictly forbidden. Specifically, you may not use the Platform to collect donations for other organizations.
- 1.6. You agree to use the Platform only in accordance with these terms and conditions and the Agreement, as well as the laws and regulations applicable to you in the jurisdiction in which you are located and in which you do business. You assume all responsibility for any claims of a pecuniary nature that may arise from your use of the Platform and you agree to do whatever is necessary to comply with your legal obligations in connection with your use of the Platform.
- 1.7. This Agreement is effective upon acceptance by you as set forth in the Agreement. Cible reserves the right to change the Platform's terms of use, including the technical arrangements for access, from time to time, and will notify you of any changes by written notice at least thirty (30) days prior to the effective date of the changes.
- 1.8. You agree that Cible's prices are subject to annual increases based on the Canadian Consumer Price Index.

- 1.9. Cible may suspend access to the Platform if you are in default of your obligations hereunder, and a message denying you access to the Platform will be displayed if you, one of your Representatives or one of your Users attempts to access the Platform. You will then be notified by email to the contact address provided when you created your account. If you fail to correct the event of default within fifteen (15) days of the commencement of the suspension of Services, the Agreement will be terminated as of right, without further notice. Any subscription payments received during the period of suspension, and prior to termination, if any, shall remain the sole property of Cible and no refund shall be made in respect thereof.
- 1.10. You may terminate this Agreement at any time by sending written notice to Cible at the following address: **info@suitedonna.com**. The agreement is terminated, without further formality, upon the sending of this notice and the month following the termination will be the last invoice issued and payable for the use of the Platform. However, any subscription payments collected prior to the receipt of this notice shall remain the full property of Cible, who shall not make any refund in respect thereof.
- 1.11. You agree to adopt and use a privacy policy that is appropriate and consistent with the law of any jurisdiction in which you do business, including protecting the personal information of your Users, which policy shall not be inconsistent with this Agreement and its appendices. You agree to inform and secure the consent of all your Users to your privacy policy.
- 1.12. You further agree to ensure that each of your Representatives will comply with all of your obligations hereunder.
- 1.13. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by acceptance of this Agreement and use of the Platform or the website incorporating the Platform. You acknowledge that Cible, users and external payment service providers are all independent parties and, except as otherwise provided herein, Cible does not supervise or purport to have any control over the actions of any of these parties.
- 1.14. This Agreement constitutes the entire agreement between you and Cible as to its subject matter.
- 1.15. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein, without reference to the provisions of private international law.
- 1.16. Any dispute between you and Cible arising out of the interpretation or application of this Agreement shall be decided exclusively by the Quebec courts of law.

2. TECHNICAL CONDITIONS OF ACCESS TO THE SERVICES

- 2.1. The digital content of the Platform is accessible via the Internet at the address you have selected and transmitted to us, using up-to-date versions of *Internet Explorer*, *Edge*, *Safari*, *Chrome* or *Firefox* browsers, available from third parties. As these browsers are subject to various technological evolutions, Cible cannot guarantee that these browsers will be compatible with the Platform at all times. In the event of incompatibility, Cible undertakes to try to restore the compatibility of the Platform with these browsers within a reasonable period of time; however, Cible shall not be liable for any interruption of service resulting from such technological changes.
- 2.2. You are solely responsible for having or obtaining adequate computer equipment to access the Platform. In case of technical difficulties, you may contact Cible at the following telephone number: **1 877 562-2299** and at the following e-mail address: **support@suite-**

donna.com, but Cible does not offer any guarantee and is not obliged in any way to resolve your computer equipment problems.

- 2.3. Cible will take reasonable steps as described in the *Privacy Policy for Organizations* (attached hereto as Appendix I) to ensure the security of information hosted on the Platform
- 2.4. As you, your Representatives and Users use the Platform, we may use a feature of browser software commonly known as cookies, as defined below, to collect information anonymously and profile you as a visitor to our Platform. A cookie is a small text file containing a unique identification number that identifies the browser - not the user - to our computers each time you visit our Platform (hereinafter referred to as "**Cookies**").

The use of Cookies for this Platform allows us to automatically compile certain information about user profiles. We use this information to customize our Platform to your preferences and to compile statistics about the viewing and use of the Platform in order to improve it.

If you wish, you, your Representatives and Users can set your browser to notify you when you receive cookies or to refuse them. You don't have to accept Cookies to visit our Platform. But if you refuse them, you may not be able to use certain features of our Platform.

3. YOUR RESPONSIBILITY AND THAT OF YOUR USERS

- 3.1. You are responsible for the quality and accuracy of the data you and your Representatives transmit through the Platform. You must also be aware of the use by Representatives and Users of the information contained on the Platform and take the necessary steps to ensure that the information is complete and adequate in all respects, or use any other appropriate means of communication to complete it, if necessary.
- 3.2. You are responsible for your use of the Platform and the information that you, your Representatives and Users post on it.
- 3.3. You are responsible for responding to requests for information and access to information on the Platform from any authority regarding the content of the Platform, including requests from tax authorities and court orders, as well as for the purpose of fulfilling its ethical obligations or for the purpose of professional inspection for members of professional orders. Any request for disclosure of information received by Cible will be referred to you, and you undertake to respond as soon as possible.
- 3.4. You are responsible for handling any questions from Users. Cible will respond to technical questions from your Representatives only, but they may relay this information to the Users to whom the technical questions apply.
- 3.5. You agree to abide by the *Privacy Policy for Organizations* (attached hereto as Appendix I) and to have your Representatives comply with it and are bound by it.

4. COPYRIGHT AND TRADEMARK PROTECTION

- 4.1. Cible's online digital content, as well as all of Cible's elements contained on the Platform (such as texts, comments, illustrations, guides, logos audio and video recordings, as the case may be) are subject to copyright under the *Copyright Act*.
- 4.2. The logos, images and names used by Cible to distinguish its products or services from those of its competitors are subject to trademark protection under the *Trademarks Act*. You may not use these logos, images and names other than as permitted by Cible.
- 4.3. You agree not to reverse engineer or decompile any of Cible's computer code or source code to which you have or may have access.

- 4.4. Cible reserves the right to take any action necessary to enforce its copyrights and trademarks. In addition, any other violation by you will also be considered a violation of this agreement.

5. INFORMATION OF A CONTENTIOUS NATURE

- 5.1. No posting or exchange of information of a contentious nature will be tolerated by Cible on the Platform. Contentious content is any content that, in the opinion of Cible, infringes on a person's fundamental rights, is discriminatory, defamatory, illegal, propagandistic, disrespectful, threatening, obscene or disgraceful.
- 5.2. Cible reserves the right to delete, without notice, any content deemed to be contentious appearing on the Platform. It may in particular do so at the request of any User and any Representative.

6. LIMITED LIABILITY

- 6.1. CIBLE DISCLAIMS ANY AND ALL LIABILITY ARISING FROM YOUR USE OF THE PLATFORM, INCLUDING, WITHOUT LIMITATION, THE SUCCESS OF ANY FUNDRAISING BY YOU OR IN WHICH YOU PARTICIPATE, THE PROFITABILITY OF ANY SUCH OPERATION OR THE EXPECTED PROFITS FROM ANY SUCH OPERATION, AND THE SUFFICIENCY OR APPROPRIATENESS OF THE PLATFORM FOR ANY NEED YOU MAY HAVE, WHETHER OR NOT SUCH NEED HAS BEEN BROUGHT TO THE ATTENTION OF CIBLE.
- 6.2. CIBLE SHALL IN NO EVENT BE LIABLE FOR ANY MORAL, INDIRECT OR PUNITIVE DAMAGES, HOWEVER CAUSED, ARISING OUT OF THE USE OF THE PLATFORM, THE SERVICES RENDERED TO YOU BY CIBLE, ERRORS IN THE OPERATION OF THE PLATFORM, OR ANY FAULT OR OMISSION OF CIBLE.
- 6.3. Notwithstanding the generality of the foregoing:
- 6.3.1. You shall remain solely responsible for any business decisions arising from your use of the Platform.
- 6.3.2. Cible is not responsible for the validity, accuracy or sufficiency of any information posted by you, Representatives and Users on the Platform or any material that is accessible from the Platform.
- 6.4. Cible shall in no event be liable for interruptions of services attributable to the characteristics and limitations of the Internet network, in particular in the event of interruption of access networks, as well as for technical performance and response times for consulting the digital content of the Platform.

7. TRADE RESTRICTIONS AND FINANCIAL PROHIBITIONS

- 7.1. Transactions conducted through the Platform may not, under any circumstances, directly or indirectly benefit the following countries: Cuba, Syria, Iran, North Korea, Venezuela, and the Republic of Crimea (Russia).
- 7.2. The Platform may only be used by entities duly incorporated with the Canadian government, the government of one of the member states of the European Union or the government of the United States and/or duly registered as a charitable organization with the aforementioned governments.
- 7.3. You acknowledge that Canada, the European Union, the United States and the United Nations have sanctions regimes, including financial prohibitions, in place against a number of countries, including the countries referred to in Section 7.1 above, and against certain designated persons and entities on their behalf or at their direction, all as more fully detailed in the *Policy on Use and Business Restrictions* (in Service Offer Agreement hereof) (the "Policy").

- 7.4. Before using the Platform, you must read and agree to the terms of the Policy, sign the certificate of compliance attached to the Policy, and agree at all times to comply with this Policy and the sanction regimes set forth in Section 7.3
- 7.5. Cible reserves the right to suspend access to the Platform and/or terminate this Agreement immediately if you fail to comply with the terms of this Section 7 or the terms of the Policy.

APPENDIX I: PRIVACY POLICY - FOR ORGANIZATIONS

Privacy is a very important concern to **Cible Stratégique Inc.** ("Cible" or "we"). We want to make your experience with **Donna Interactive Suite™** (the "**Platform**") as pleasant as possible.

We also maintain strict controls over the protection and use of personal information in our systems and ensure that our employees are trained to protect your privacy at all times.

Persons covered by this Policy. This Policy is directed to organizations wishing to receive donations or to one of its Representatives, such organization having agreed to abide by the *Terms and Conditions of Service*, of which this *Privacy Policy* is a part (hereinafter "**you**" or "**your**").

For the purposes hereof:

- "**Representatives**" means directors, officers, employees, consultants, volunteers and other persons authorized to act on behalf of such organization and to use the Platform; and
- "**User**" means a third party user of the Platform, including a person wishing to donate to you.

Personal information collected by Cible. In the course of using the Platform, Cible will know the Users' names, email addresses and/or mailing addresses, as well as any other information required for the purposes of receiving and managing donations.

When a User, Representative or third party accesses the Platform, anonymous, non-personal information about their visit may be automatically collected. This information may include the date of the visit, how the visitor uses the website, the length of the visit, the pages viewed, the type of browser and operating system used, and the domain name of the visitor's Internet service provider. This information does not constitute personal information covered by this policy. Cible may use this information to prevent fraud, for statistical purposes and to improve its services.

Use of personal information by Cible. You agree that the personal information that you, your Representatives and your Users transmit on the Platform may be used:

- (i) for the purpose of providing the Platform's donation reception and management services;
- (ii) for the purpose of statistics on the use of the Platform and for the purpose of improving Cible's services; in particular, you agree that Cible may collect statistics on the amount of donations, their frequency and their origin, and that these statistics may be used to provide reports to you and to other organizations wishing to use the Platform;
- (iii) to allow you to communicate with Users.

Your personal information will not be used by Cible for any other purpose without your consent. **Under no circumstances will your Users' personal information be sold to other organizations by Cible.**

Cible also reserves the right to access information on the Platform for the purpose of ensuring the security of the Platform, including if Cible has reason to believe that files contain viruses, Trojan horses or other harmful code that could damage the Platform, disrupt its operation or contaminate your or other users' devices.

Cible may, from time to time, send you general information emails. If you no longer wish to receive such general information emails, simply unsubscribe by clicking on the button provided or by sending an email with "Withdrawal of consent" or other appropriate notation to info@suitedonna.com. Your Representatives may similarly request to stop receiving such general information emails.

Access to personal information by third parties. In general, only you and your Representatives will have access to personal information regarding your Users which is on the Platform. However, Cible reserves the right to disclose any information that is subject to an order of a court of competent jurisdiction or to which a governmental authority has a right of access, pursuant to a search warrant, by law or otherwise. Cible is not required to challenge any such order or warrant, nor is it required to verify the applicability of the law relied upon by any authority that appears reasonably competent.

How to access or change personal information. Your Users have a right to access and request correction of their personal information. They can have it reproduced, for a reasonable fee, which will be determined on a case-by-case basis by Cible. Finally, they can have outdated or unwarranted information deleted from the Platform or make comments to be added to the file in this regard, if technically possible. Cible relies on you (as the primary user), Users and other organizations to maintain the accuracy and currency of the information collected. You or your Representatives may log into the back-end of the Platform to update, modify, correct or delete your Users' personal information.

Data Protection. We take technological measures to protect personal information stored electronically. In all cases, the information is kept secure, protected from unauthorized access and retained only for as long as reasonably necessary.

More specifically, we use the following technological means:

- With respect to the processing of credit card information, Cible adheres to the Payment Card Industry Data Security Standards (PCI DSS) and, in order to securely store your payment card details, uses the systems of payment processors that comply with PCI DSS;
- Cible uses Secure Sockets Layer (SSL) to help ensure the security of online transactions;

Despite our best efforts, we cannot guarantee that our security measures will be able to prevent third party hackers from obtaining this information. We will notify you as soon as possible in such a case.

Furthermore, Cible disclaims any liability for actions taken by you and your Representatives for the security of their use of the Platform. In particular, it is your responsibility to have policies and guidelines that require your Representatives to keep their passwords confidential and to change them regularly and in the event that the secrecy of their passwords is compromised, as well as to put in place means to ensure the appropriate use by your Representatives of the personal information contained in the Platform.

Data preservation. Cible will preserve information exchanged on the Platform after the termination of any contract with you, for no longer than is necessary to fulfill the purposes for which it was collected.

Data Protection Officer. Cible's designated Data Protection Officer is Mr. Bryan Champagne, who can be reached for this purpose at the following e-mail address: info@suitedonna.com or at the following telephone number: **1-877-562-2299**. In order to contact the Data Protection Officer, you are required to provide him with the information necessary to identify you and to determine what information is involved. Cible therefore requests that you provide the following information in your initial email or call: your name, address, and any reference number provided to you by the Platform, if applicable.

Responses to requests for information. When you or one of your Representatives sends an email to Cible, the return email address is used to answer you. Cible does not use this email address for any purpose other than to respond to the user and in no case is this email address shared with any third party.

To contact us regarding this privacy policy. If you have any questions about this policy or to obtain any personal information about you that Cible has collected through the Platform, please write to us at: info@suitedonna.com.

Changes to the present privacy policy. Cible reserves the right to change the present privacy policy and User policy at any time, which will then be brought to your attention. If you do not agree with the new privacy policy, please stop using the Platform and contact us immediately: support@suite-donna.com.