

TERMS & CONDITIONS OF USE

Preamble

- A. The terms and conditions of use are intended to provide a legal framework for the use of the FokusArt website and its services. Any user who disagrees with the terms and conditions of use should immediately stop using the FokusArt platform.
- B. Terms and conditions of use are subject to change at any time without notice. By the publication of a new version of these terms of use, any previous version will cease to have application so that the rules governing the use of the FokusArt site will be those present on the platform.
- C. FokusArt will endeavour, but is not required, to ensure the continued and trouble-free operation of its site. The protocol established by FokusArt prevents this type of problem, but a malfunction or a temporary shutdown can take place, without obligation of notice or justification. The same goes for a problem related to the server and/or the Internet. All cannot engage the responsibility of FokusArt.
- D. The acceptance of the terms and conditions of use binds Users to FokusArt for an indefinite period, from the beginning of the use of the service.

1.1 Vocation of FokusArt

- 1.1.1 FokusArt is a property of FokusArt média, a company registered in the Quebec Business Register under number 2274343120. FokusArt offers a meeting place with the widest choice of photographers, which allows to quickly offer a range of prices and a variety of styles for any occasion, private or corporate. For photographers, the platform offers unmatched visibility, as well as complementary tools that make life easier for artists and connect with customers. Photographers are asked to post on their profile among others their pictures and their prices. FokusArt is promoting accessibility to artists by allowing customers to find the one that meets their criteria. All photographers, regardless of their level of experience, as well as all people looking for a photographer for any event, are invited to use FokusArt. The platform offers an unlimited number of searches to find the right photographer.
- 1.1.2 By creating a personal account FokusArt, (hereinafter the "Operator"), FokusArt media, the photographers holding FokusArt accounts (hereinafter: "User 1") are bound by the these terms and conditions of use. In addition, any visitor navigating on the website www.fokusart.com (hereinafter the "Site") or one of its derivatives, including the customers or possible customers of the photographers on the Site (hereinafter: the "User 2"), are also related to the terms and conditions due to the simple use of the platform. User 1 and User 2 will be jointly named as "Users" when both groups of individuals are involved. By their presence on the Site, Users 1 and 2 as well as the Operator agree to respect each of the conditions listed herein.

2.1 Intellectual property

2.1.1 The Operator holds the exclusive and complete rights over all the elements composing its Website, excluding elements downloaded, uploaded or written by Users, as well as advertising spaces. The Intellectual Property of the Operator extends including, but not limited to, the texts found on the Site, the images present, the colour palette, the combination of fonts, its name, its acronym, its source code, its programming code and its service offered. Users undertake not to infringe the Operator's intellectual property rights and not to copy or retransmit the content of the Site, in whole or in part, without the express permission of FokusArt.

3.1 Use

3.1.1 User I has the right to enjoy the features offered to him depending on the package he chooses. The Bronze, Silver, Gold and Platinum packages entitle you to various features. For the offers of each, please refer to Appendix I.

3.1.2 By the present, User I grants to the Operator a non-exclusive, fully paid, royalty-free and worldwide license to host, use, distribute, modify, perform, copy, play or publicly present and translate its content published on the service or that he will share through it especially for advertising purposes. The Operator has the right to reproduce, adapt, modify, broadcast and distribute, directly or through a third party that it has authorized, in particular the social networks and the advertising partners with which it does business, the uploaded, downloaded or written content of Users.

3.1.3 User I is required to display clearly, truthfully and transparently all information concerning the pricing of his services. He must disclose the extent of his services and any limitations on them. In addition, must be disclosed any circumstances that may result in additional costs, if any. The Operator is not responsible for the financial information displayed by User I.

3.1.4 User I may create, on his own photography site, a direct link to his profile on the Site.

3.1.5 Users may share on social media the link of one of the pages of the Site, provided that there is no mention of property that is not theirs (referring to paragraph 2.1.1). On the Site, outgoing links to various social media are allowed as long as they are part of those offered by the Operator, namely: Facebook, Instagram, LinkedIn, Behance. No outgoing links, besides those proposed by the Operator, are tolerated.

3.1.6 The use, reproduction or publication of part or all of the content of the Site without the express permission of FokusArt is prohibited and therefore, any violation may result in civil or criminal liability of its author and will justify FokusArt to undertake appropriate legal proceedings to obtain compensation for the harm suffered.

3.2 Respect and moderation

3.2.1 The communication platform made available to Users of FokusArt must be used in respect of others and these terms and conditions of use. Users undertake to use all tools offered to them only for the purposes of legal activities.

- 3.2.2 The comments, photos, hyperlinks and any other form of content that may be shared by Users must comply with the various laws and regulations and be respectful and non-defamatory.
- 3.2.3 Users undertake to make respectful remarks to others and to the law and agree that publications may be moderated or rejected by the Operator at any time, without any obligation of justification.
- 3.2.4 No vulgar photos are allowed.
- 3.2.5 By posting a photo, you confirm that you have received the approval of the person(s) photographed for the purpose of using it for promotional purposes. The Operator disclaims any liability in this regard.

3.3 Creating and managing an account

- 3.3.1 By creating your account you agree, on the one hand, to communicate your personal information with the Operator and, on the other hand, that the latter can use them on other platforms without, however, renting or selling them.
- 3.3.2 Users also agree, by registering their civic address, that the address is shared with Google's application programming interface (API). Google Map will be able to locate and refine the searches taking place on the platform.
- 3.3.3 Parts of the Site use the application programming interface services. Their use is subject to their policies of use. As a result, Users using API services are committed to complying at all times with the service usage policies specific to each API.
- 3.3.4 For User 1, possession of a FokusArt account is mandatory. This gives access to, among other things, a personalized profile, CRM (customer relationship management) as well as to the rest of the features included in the package chosen by the latter during his registration or during his upgrade.
- 3.3.5 For User 2, holding a FokusArt account is optional. In return, the following service is only accessible if User 2 has a FokusArt: CRM account. The features to which User 2 has access is determined according to the package chosen by User 1 with which User 2 has come into contact.
- 3.3.6 Users are responsible for the risks associated with the use of their login and password, which must be kept secret. The Operator declines any responsibility related to the disclosure of his password. Thus, Users assume full responsibility for the use they make of the information and content on the Site.
- 3.3.7 The email address of the Users may in particular be used by the Operator for the purpose of communicating various information as well as for the management of the account.
- 3.3.8 The User can access his account at any time by connecting to it. He can and must update his information and is held to their veracity.
- 3.3.9 It is forbidden to have more than one account per person. In the event of a breach, the Operator reserves the right to delete all the accounts.

3.3.10 Users are responsible for paying the costs related to the performance of their services as well as their service offer, but also their access to the Internet and their devices. The Operator is not required to reimburse any expenses incurred by the photographer of any kind.

3.4 Expectations and obligations

3.4.1 Once the request made by User 2, User 1 has 72h to report the request; otherwise he will lose the contact established within the Site and User 2 will be notified of the refusal. User 1 has the right to accept and refuse any mandate.

3.4.2 The creation of an account previously deleted by the administration of the Operator cannot be tolerated and is given the risk of being deleted again.

3.4.3 Once the photos are uploaded to FokusArt, User 2 is responsible for downloading them within the prescribed timeframe and keeping them. The latter has 48 hours to download the photos that have been sent to him by a sending folder, otherwise they will no longer be accessible. In such a case, User 2 must contact User 1 again so that he can make them accessible again by sending a new file. In the case of a link giving access to an external cloud, the duration of the accessibility to snapshots depends on User 1. User 1 has no obligation, other than legal ones, related to the preservation of snapshots. Although User 1 is strongly encouraged to keep snapshots for at least 30 days in his personal files, he is not obliged to do so. Neither User 1 nor the Operator can be held responsible for the loss of previously transferred files.

3.4.4 Under no circumstances will User 2 be allowed to divulge the phone number, email address or any other personal and/or contact information of User 1. When referencing a photographer using the platform, User 2 is strongly advised to invite potential customers of User 1 to visit and register on FokusArt.

3.4.5 Within the messaging tool found in the CRM, only the exchanges concerning the services are accepted.

3.4.6 Following a service and the sending of the photos that are linked to it, User 2 is strongly encouraged to leave a review as to the work done by User 1.

3.4.7 Users undertake not to reconstitute, partially or entirely, attempt to reconstitute or assist a third party to do so from the Site or any of its elements, a site or service intended to offer directly or indirectly a service identical or comparable, in all as in part to that offered by the Operator, and this, free or expensive.

3.4.8 By using the platform, Users agree that their personal data may be processed for statistical purposes.

3.4.9 The Users and the Operator acknowledge and agree that the rights and obligations contained herein shall be binding upon their heirs, successors and assigns.

3.4.10 User 1 undertakes to respect the commitments made with User 2 as well as User 2 undertakes to respect the commitments made with User 1.

3.4.11 User 1 is solely responsible for the photos he shares on his account. He confirms that he is the author of each of them and is committed to taking up the cause so that FokusArt will be kept safe from prosecution.

4.1 Limitation of responsibilities

4.1.1 The Operator can in no way be held responsible or found guilty of the publications of its Users since they are entirely responsible for their actions.

4.1.2 The Operator undertakes, with all reasonable means, not to publish any content that may harm others and to share the most accurate information available.

4.1.3 The Operator will not publish any disrespectful or degrading content that can directly create customer losses. However, it is not liable if its content, its actions or its services result in the weakening, or the loss, either complete or partial, of the clientele.

4.1.4 The Operator undertakes to make reasonable efforts to ensure that the Site is up to date, without, however, guaranteeing that the information, images and any other content, are error free, reliable at all times.

4.1.5 The Operator declines any responsibility related to a misunderstanding, a problem or a failure during a performance. The Operator cannot, in particular, but without limitation, be held liable in case of cancellation of the service by User 1 or User 2, of non-performance of the service by User 1 or User 2 or delay in the delivery of services from the User 1. In such a case, the Operator must be considered as a meeting place. It must be kept away from any agreement between User 1 and User 2.

4.1.6 The Operator cannot be held responsible for any damage resulting from force majeure.

4.1.7 The Operator undertakes to take reasonable means to ensure the security and confidentiality of the data on its Site. However, it provides no guarantee.

4.1.8 The Operator strongly encourages that all exchanges take place through FokusArt, but can in no way be held responsible for any exchange that has taken place outside or inside the Site.

4.1.9 The Operator does not act as an intermediary for payments and therefore cannot be responsible for any settlement problem. In the same sense, User 1 must comply with the various legal obligations incumbent upon him with respect to, but not limited to, tax returns. The Operator cannot be held responsible for a failure of User 1 from the tax point of view as well as a lack of or non-payment of the User 2.

5.1 Price and refund policy

- 5.1.1 The Operator offers photographers four packages, in the form of a twelve (12) months subscription, priced at C \$ 0, C \$ 14.99, C \$ 24.99 and C \$ 34.99 per month, respectively. Taxes are extra. For a monthly subscription, prices are C \$ 0, C \$ 19.99, C \$ 29.99 and C \$ 39.99 per month respectively. Taxes are extra. Payments are recurring and debits are automatic. Failing to make the payment in full on the date provided for this purpose, the Operator may suspend or delete the profile of User 1.
- 5.1.2 No related fees are attached and/or automatically debited in addition to the one mentioned in 5.1.1.
- 5.1.3 There may be the possibility, during a separate purchase, of obtaining various products that may be attached to the selected package and whose costs are not included in the monthly base fee.
- 5.1.4 In the case of an increase in package prices, notice will be sent to each user concerned by email to the email address used for the account.
- 5.1.5 In the event of a cancellation, the law provides for a refund, in certain situations and under certain conditions only, within seven (7) days of receipt of the copy of the contract. The contract can be resolved at any time before execution. In such a case, the law provides for a repayment period of up to fifteen (15) days following the date of termination of the contract.
- 5.1.6 Subscription renewals are automatic so that subscription fees will continue to be charged as a result of such renewal. To terminate your subscription, whether for a period of one (1) month or twelve (12) months, you must notify in writing the administration of the Site via the "Contact" page at least 15 days before the end date of your subscription. Failure to send the notice within the prescribed time may result in the Operator being unable to complete the billing stoppage in time. In such a case, the withdrawal may not take place until the following month.

6.1 Contact

- 6.1.1 FokusArt média is located at 6055, rue des Tournelles, Quebec, Quebec, G2J 1P7. All contact can be made by email to the following address: info@fokusart.com. The phone number for reference only is 418-571-3999. Please note that the civic address and telephone number shown above are for reference only and cannot be used for communications purposes.

7.1 Designation of applicable law and election of domicile

- 7.1.1 These terms and conditions of use are governed by the law applicable in the province of Quebec, Canada. FokusArt Media and the Users agree and irrevocably choose the judicial district of Quebec, Province of Quebec, Canada, as the only judicial district competent to hear and judge, as the case may be, any disputes, claims or lawsuits arising out of or arising out of this agreement, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to law.

- 7.1.2 The invalidity or inapplicability of any provision set forth in these terms of use as declared by a competent court shall not be construed as the other clauses therein provided for, which remain fully enforceable, such terms of use being considered an all divisible.
- 7.1.3 A party's silence, negligence or delay in exercising a right or remedy granted to it under these terms of use shall never be construed against any party as a waiver of its rights and remedies as long as the legal or contractual prescription provided for the exercise of such right or remedy has not expired.
- 7.1.4 The French version of these terms and conditions prevails over any other translation.
- 7.1.5 Whenever the context so requires, every word written in the singular also includes the plural, and vice versa, and every word written to the masculine gender also includes the feminine gender.

Appendix I

	Bronze	Silver	Gold	Platinum
Price (per month)*	FREE	14.99 \$	24.99 \$	34.99 \$
Shipment Folder	∅	∅	1gb	50gb
Portfolio	21 photos	150 photos	UNLIMITED	UNLIMITED
Display Radius	20km	45km	UNLIMITED	UNLIMITED
Session Types	max. 3	UNLIMITED	UNLIMITED	UNLIMITED
CRM	PARTIAL	PARTIAL	COMPLETE	COMPLETE
Custom Profile	YES	YES	YES	YES
Adaptive	YES	YES	YES	YES
Reminders and Notifications	YES	YES	YES	YES
Support	YES	YES	YES	YES
Security Watermark	YES	YES	YES	YES
Business Access	NO	NO	YES	YES
Profile Advertising	YES	NO	NO	NO

* The monthly prices above are valid for annual subscriptions. If no annual subscription is taken, the prices are higher. Allow \$5.00 extra. Prices are in Canadian dollars.

