

SIMPLISTA CANADA INC. PLATFORM TERMS OF USE

Simplista Canada Inc. (referred to as “**Simplista**,” “**we**,” “**us**,” or “**our**”) provides Pet Valu Canada Inc (“**Customer**”) and the individuals authorized by Customer (“**Authorized Users**,” “**you**”, or “**your**”) access to Simplista’s cloud-based product listing software hosted on the simplista4petvalu.com domain (the “**Platform**”) pursuant to an agreement between Simplista and Customer.

Please read these Terms of Use (these “**Terms**”) carefully. Provided that you are an Authorized User, we, Customer, and our other licensors grant you a personal, non-exclusive, non-transferable, limited privilege to access the Platform and use its Content (defined below) pursuant to these Terms (the “**Application Services**”).

BY ACCESSING THE APPLICATION SERVICES, YOU AGREE TO THESE TERMS. If you do not agree with these Terms, please cease accessing the Application Services immediately. Simplista reserves the right to terminate, restrict, or suspend your access to the Application Services or to any Content in the event you breach any provision of these Terms. Simplista, the Customer, and any other of our licensors reserve any rights not explicitly granted in these Terms of Use.

1. Platform Content

All content, including, but not limited to, text, graphics, sounds, and computer code, along with the design and arrangement of such content, contained on the Platform (the “**Content**”) is owned, controlled, or licensed by or to Simplista, Customer, or our respective other licensors and is protected by law.

Unless you obtain our, Customer’s, or our respective licensors’ prior written consent, **you receive no rights or licenses to the Application Services** other than the *limited* right to access the Application Services in accordance with these Terms. You agree that nothing grants you any right to obtain or use any source code. Any rights not expressly granted within these Terms are reserved to us, Customer, or our respective licensors, and any unauthorized use of our Content and intellectual property or the intellectual property or Content of Customer or a licensor is strictly prohibited.

Your feedback is welcome and encouraged. Any feedback you provide us shall be deemed to be non-confidential, and we shall be free to use such information on an unrestricted basis.

© 2023 Simplista Canada Inc. All rights reserved. No part of the Application Services may be reproduced, modified, distributed, sold, published, broadcast, retransmitted, or circulated in any form without our prior written consent. To request such consent, please email us at info@simplista.com or send a letter to us at Simplista Canada Inc., 2300 Yonge Street, Suite 1600, Toronto, Ontario M4P 1E4. In the event we provide written consent, all copies must include this copyright notice.

2. Your Use of the Application Services

You may only access the Application Services in compliance with these Terms. Violations may result in immediate suspension and/or termination of your access to the Application Services in addition to other penalties that may be imposed by us or Customer.

You hereby agree that you will not use the Application Services:

- (a) For illegal purposes or to further illegal activities. This includes, without limitation, any upload, download, posting, distribution or facilitating the distribution of any material through the Application Services that:
 - (i) Constitutes unauthorized use or reproduction of material protected by copyright, trademark, trade secret, or other intellectual property right;
 - (ii) Collects or stores the personal information of others without their express written consent;

- (iii) Is, or may be perceived as, obscene, threatening, abusive, harassing, stalking, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy; or
- (iv) Violates import / export control laws;
- (b) For any unauthorized access to or use of any data, systems, and networks including, but not limited to:
 - (i) Any probe or attempted probe, scan or vulnerability testing without the express authorization of the owner of the system or network;
 - (ii) Any security breach of a host, network component, or authentication measure without the express authorization of the owner of the system or network;
 - (iii) Any monitoring of data on any network or system without the express authorization of the owner of the system or network; or
 - (iv) Any introduction of viruses, Trojans, worms, logic bombs, or other material that is malicious or technologically harmful.
- (c) To interfere with the service of any other Authorized User, host or network, including deliberate attempts to overload a server, network connected device, or network component;
- (d) To propagate malformed data or network traffic resulting in damage to, or disruption of, a service or network connected device;
- (e) To forge data with the intent to misrepresent the origination user or source;
- (f) To send unsolicited, mass electronic mail messages to one or more recipients or systems, including, without limitation, commercial advertising and informational announcements, and/or to post the same or similar messages to one or more newsgroups (excessive cross-posting or multiple-posting) (also referred to as 'Spamming'); or
- (g) To forge electronic mail headers (including any portion of the IP packet header and/or electronic mail address) or to use any other method to forge, disguise, or conceal the user's identity or IP address (also referred to as 'Spoofing').

You hereby agree to the following conduct:

- (a) You agree to abide by all requirements, procedures, policies, or regulations published by us or Customer on the Platform, including any password requirements.
- (b) You shall not engage in communication about Simplista's business practices, services, or support activities in public forums.
- (c) Where discretionary controls exist governing access to data or application files that are within your control, you will be solely responsible for such access controls.
- (d) You should report any weaknesses in computer security and/or any incidents of possible misuse or violations of these Terms to Simplista at info@simplista.com.

- (e) You shall not resell or sublicense access to the Application Services to any third party.
- (f) You shall not combine or integrate the Application Services with software not provided or recommended by us.
- (g) You shall not modify or create any derivative product based on the Application Services.
- (h) You shall not decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any component of this Application Services is/are compiled or interpreted, and you shall not make copies of system configuration files for your own unauthorized use or provide to other individuals for unauthorized uses.
- (i) You shall not attempt to access any Content contained on the Platform or our systems for which you do not have authorization or explicit consent.
- (j) You shall not circumvent user authentication or security of any host, network, or account, and you shall not divulge any access control information that could be used by a third party to gain unauthorized access to the Application Services or our systems.
- (k) You shall take reasonable precautions to secure your physical working environment to guard against unauthorized access including, but not limited to, the use of password screen locks, session timeouts, logging out of workstations at the end of the working day, and strong passwords.
- (l) You shall not use any high volume, automated, or electronic means to access the Application Services (including, without limitation, robots, spiders, screen scraping, or scripts).
- (m) You shall not frame the Platform, place pop-up windows over its pages, or otherwise affect the display of its pages.
- (n) You shall not copy any pages or register identical keywords with search engines to mislead other users into thinking that they are visiting the Platform's legitimate web pages.
- (o) You shall not attack the Application Services via a denial-of-service attack or a distributed denial-of-service attack.

3. Electronic Communications

When you send communications to us, you consent to receive electronic communications from us. We will communicate with you by e-mail or by posting notices on the Platform. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

We do not guarantee the confidentiality of any communications made by you via e-mail or otherwise through the Platform. If you wish to provide information of a confidential or sensitive nature to us, please contact us directly by telephone and we can arrange for a confidential medium of communication if necessary.

4. Use of Third-Party Offerings

You may be able to access websites, content, or services provided by third parties through links that are made available on the Platform. We refer to all such websites, content, services and products as “**Third-Party Offerings.**”

Unless we otherwise inform you on the Platform, your use of such Third-Party Offerings is not ordinarily required to access the Application Services. If you elect to use such Third-Party Offerings, you understand that your use of them will be subject to any terms and conditions required by the applicable third party. You understand that we are not the provider of, and are not responsible for, any such Third-Party Offerings and that these Terms do not themselves grant you any rights to access, use, or purchase any Third-Party Offerings.

5. DISCLAIMERS, LIMITATIONS, AND EXCLUSIONS OF LIABILITY

(a) NO WARRANTIES

The Application Services are provided “as is.” We make no representation or warranty that any aspect of the Application Services are appropriate or available for use in any location outside of Canada.

To the fullest extent permissible under applicable law, **we disclaim all warranties**, express or implied, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, title, non-infringement, non-interference, system integration and accuracy of data, uninterrupted service, or service free of errors or viruses (e.g., worms, trojan horses or disabling devices, or other code that manifests contaminating or destructive properties). We also do not guarantee (i) compatibility between the Application Services and your computer systems; and (ii) the security of any information transmitted to or from the Platform (unless otherwise required by law). We do not make any warranties with respect to third-party offerings.

Applicable law may not allow the exclusion of certain implied warranties; some of the above exclusions may not apply to you.

(b) ASSUMPTION OF RISK RE VIRUSES, ETC.

You are solely responsible for:

- Any damage to your computer system or loss of data or security that may result from the download or upload of any material or from reliance upon the Platform;
- Implementing safeguards to protect the security and integrity of your computer system; and,
- The entire cost of any service or repair to your computer system that may be necessary as a result of your use of the Application Services.

You are advised to maintain offline backup copies of all information submitted by you (as allowed by your employer).

(p) LIMITATION PERIOD

You agree that any claim or cause of action related to these Terms must be filed within 1 year after such claim or cause of action arose or be forever barred.

(c) LIMITATION OF LIABILITY

Use of the Application Services is at your own risk. In no event will we or any third party be liable for any indirect, incidental, consequential, special, aggravated, or punitive damages in connection with these terms, whether or not such damages were foreseeable, and even if we were advised that such damages were likely or possible.

In regard to direct damages, in no event will our aggregate liability to you for any and all claims arising in connection with these Terms or any alleged breach of our [Privacy Policy](#) (whether in contract or in tort, including, but not limited to, negligence, or otherwise) exceed \$100 CAD.

(d) **INDEMNIFICATION**

You agree to indemnify, hold harmless, and, at our option, defend us (including our affiliates, officers, directors, employees, agents, licensors, suppliers and any third-party information providers) from and against all damages, liabilities, and expenses, including reasonable legal fees, resulting from any violation by you of these terms.

6. Miscellaneous Provisions

(a) Privacy

Our collection, use, disclosure, and retention of your personal information is subject to our [Privacy Policy](#), which forms an integral part of these Terms. If you access the Application Services, you are accepting the terms and conditions of our [Privacy Policy](#), as may be amended from time to time. If you do not agree to have your information used in any of the ways described in our [Privacy Policy](#), you must discontinue your access to the Application Services.

(b) Copyright Infringement

If you believe your copyright has been violated by us or Third-Party Offerings accessible through the Application Services, please contact us by email at info@simplista.com.

(c) Termination and Survival

We reserve the right to terminate these Terms at any time without notice. We will not be liable to you should we exercise our right to modify or discontinue these Terms or Application Services. Your rights under these Terms will automatically and immediately terminate if you fail to comply with your promises and obligations stated in these Terms.

Sections 1 (Platform Content), 2 (Your Use of this Platform), 3 (Electronic Communications), 4 (Use of Third-Party Offerings), and 5 (DISCLAIMERS, LIMITATIONS, AND EXCLUSIONS) survive the termination of these Terms.

(d) Modifications

We reserve the right to change these Terms or the Application Services provided to you at any time without notice, and your continued use of the Application Services after such changes indicate your acceptance of these Terms as modified. It is your responsibility to review these Terms regularly.

If you object to any changes to these Terms or Application Services, **your sole recourse would be to cease using them**. Continued access to the Application Services following posting of any such changes will indicate your consent to such changes.

(e) Waiver, Severability, and Entire Agreement

Any delay or failure by us to exercise or enforce any right or provision of these terms will not constitute a waiver of such right or provision.

If any provision of these terms is found by a court of competent jurisdiction to be invalid, you agree that the court should endeavor to give effect to the intentions reflected in the invalid provision, to the fullest extent permitted by law, and the other provisions of these Terms shall remain in full force and effect.

These Terms, our [Privacy Policy](#), and any documents referenced by these Terms and our [Privacy Policy](#) constitute the entire agreement between you and us with regard to the matters described above.

(f) Governing Law and Personal Jurisdiction

These Terms will be interpreted, construed, and governed by the laws in force in the Province of Ontario, Canada, without reference to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

By using the Application Services, you agree to submit to the exclusive jurisdiction of the courts of the Province of Ontario.

(g) Void Where Prohibited

The Application Services are controlled, operated, and administered by us from our offices within Canada. If you use the Application Services from outside Canada, you are responsible for compliance with all applicable laws. You may not export any of the Content accessible through the Platform in violation of applicable export laws and regulations.

(h) More Information

For more information about these Terms, or to request permission to reproduce or distribute Content on the Platform, please contact us by email to info@simplista.com or send a letter using the following address: Simplista Canada Inc., 2300 Yonge Street, Suite 1600, Toronto, Ontario M4P 1E4.