

TERMS OF USE

This document, together with the Privacy Policy and any other policies or guidelines posted at www.ntdapparel.com (the “**Agreement**”) is a contract between you (“**you**”) and NTD Apparel Inc. (“**COMPANY**”) concerning the conditions associated with your use of the website www.ntdapparel.com and/or of the services offered within such website (the “**Service**”). Please read all of the following terms and conditions carefully before using the Service. By using or accessing the Service, you agree to all the terms and conditions stated in this Agreement. If, at any time, you do not or cannot agree to the terms of this Agreement, you must stop accessing or using the Service.

Conditions relating to use of the Service

You need a supported Web browser to access the Service. You acknowledge and agree that COMPANY may cease to support a given Web browser and that your continuous use of the Service will require you to download a supported Web browser. You also acknowledge and agree that the performance of the Service is incumbent on the performance of your computer equipment and your Internet connection.

In all circumstances, you agree not to permit any third party to use or access the Service.

As a condition to your use of the Service, you agree not to:

- a) Use the Service for any illegal or unlawful purposes;
- b) Impersonate or misrepresent your affiliation with any person or entity;
- c) Access, tamper with, or use any non-public areas of the Service or COMPANY’s computer systems;
- d) Attempt to probe, scan, or test the vulnerability of the Service or any related system or network or breach any security or authentication measures used in connection with the Service and such systems and networks;
- e) Attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Service;
- f) Harm or threaten to harm other users in any way or interfere with, or attempt to interfere with, the access of any user, host or network, including without limitation, by sending a virus, overloading, flooding, spamming, or mail-bombing the Service;
- g) Provide payment information belonging to a third party;
- h) Use the Service in an abusive way contrary to its intended use, to its documentation or to COMPANY’s reasonable instructions;

- i) Systematically retrieve data or other content from the Service to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- j) Infringe third party intellectual property rights when using or accessing the Service.
- k) Monitor the availability, performance or the functionalities of the Service for competitive purposes;
- l) Circumvent any security feature of the Service; and
- m) Use the Service in way it is not intended to use.

COMPANY grants you the personal, non-transferable, non-exclusive, revocable and limited right to access and use the Service for your own personal purposes as an individual consumer.

COMPANY will have the right to investigate and prosecute violations of any of the above, including without limitation possible infringement of any intellectual property rights and possible security breaches, to the fullest extent of the law. COMPANY may involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement. you acknowledge that, although COMPANY has no obligation to monitor your access to or use of the Service, it has the right to do so for the purpose of operating the Service, to ensure your compliance with this Agreement, or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body

Termination

COMPANY also reserves the right to suspend or end the Service at any time at its discretion and without notice. For example, COMPANY may suspend or terminate your use of the Service if you are not complying with the present Agreement, or use the Service in a manner that would cause COMPANY legal liability, disrupt the Service or disrupt others' use of the Service.

COMPANY reserves the right to temporarily or permanently discontinue the Service at any time. COMPANY will deploy commercially reasonable efforts to notify you of such discontinuation. If you breach this Agreement, COMPANY will have the right to terminate this Agreement immediately, without notice, and to deactivate your account.

Proprietary Rights

All right, title, and interest in and to the Service are and will remain the exclusive property of COMPANY and its licensors. The Service is protected by copyright, trademark, and other domestic and foreign laws concerning intellectual property. Except as expressly permitted in this Agreement, you may not reproduce, modify, or create derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use or commercially exploit the Service.

Copyright

The content posted or otherwise available on the Service, including, but without limitation, articles, texts, photographs, videos, images, illustrations, logos, software, data, graphics, and their composition, selection or arrangement is the exclusive property of the COMPANY or of a third party, and used under license by the COMPANY, and may be protected by intellectual property laws, such as the Copyright Act (R.S.C., 1985, c. C-42).

Where applicable, the COMPANY reserves all of its rights with regards to the content which is its property. Consequently, it is prohibited to copy, reproduce, modify, reformulate, edit, and more generally, to use the elements that constitute the Service's content in whole or in part, unless you have obtained the prior written consent of the COMPANY.

Notwithstanding the preceding paragraph, you may download, print and reproduce the content for your own informational purposes provided that you agree to maintain any and all copyright or other proprietary notices contained in such content, and that you cite the source URL of such Content.

Trademarks

Certain names, words, titles, phrases, logos, designs, graphics, icons and trademarks displayed on the Service may constitute trademarks, registered or not, by the COMPANY or third parties. Although the COMPANY may use under license certain trademarks of third parties, the display of third parties trademarks on the Service shall not imply any relationship or license between the COMPANY and said third parties owning a given trademark, nor the approval by the COMPANY of the goods, services or activities of the owner of said trademark.

Nothing contained on the Service should be construed as granting you any license or right to use any logo, design or trademark of the COMPANY or of any third party, without the prior written permission of the COMPANY or of the third party owner of the given logo, design or trademark.

Disclaimer of Warranty and Limitation of Liability

TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, COMPANY MAKES NO WARRANTY OR REPRESENTATION REGARDING THE SERVICE, INCLUDING THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR WILL WORK IN COMBINATION WITH ANY HARDWARE OR SOFTWARE PROVIDED BY THIRD PARTIES, THAT THE SERVICE WILL BE UNINTERRUPTED, WITHOUT PROBLEMS OR ERROR FREE, OR THAT ALL ERRORS IN THE SERVICE WILL BE CORRECTED. COMPANY PROVIDES THE SERVICE "AS IS" AND "AS AVAILABLE".

TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, COMPANY' WARRANTIES AND REMEDIES (IF ANY) EXPRESSLY SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTE, CUSTOM, ORAL OR WRITTEN STATEMENTS

OR OTHERWISE, INCLUDING, BUT NOT LIMITED, TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, AVAILABILITY, PERFORMANCE, COMPATIBILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION AND NONINFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY AND ITS SUPPLIERS OR LICENSORS HAVE ANY LIABILITY, WHETHER BASED IN CONTRACT, DELICT OR TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF, OR UNAUTHORIZED ACCESS TO, OR DISCLOSURE OF INFORMATION OR DATA OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THE SERVICE, WHETHER FORESEEABLE OR NOT, AND EVEN IF COMPANY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT COMPANY IS FOUND LIABLE TO PAY YOU ANY DAMAGES, COMPANY'S TOTAL CUMULATIVE LIABILITY TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED \$100. THE ABOVE LIMITATIONS OF LIABILITY WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL ITS ESSENTIAL PURPOSE.

Indemnification

You agree to defend, indemnify, and hold harmless COMPANY, its officers, directors, affiliates, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Service.

Amendments

COMPANY may amend this Agreement or any section of this Agreement, in whole or in part, at any time. Each such amendment (i) will be communicated to you at least 30 days before its coming into force; (ii) set out the new section only, or an amended section along with the section as it read formerly; (iii) set out the date the amendment comes into force; and (iv) if the amendment entails an increase in your obligations or a reduction in COMPANY's obligations, give you the right to refuse any amendment and terminate this Agreement without cost, penalty or cancellation indemnity by sending COMPANY a notice to that effect no later than 30 days after the amendment comes into force. In order to send such a notice, click on the "**I Do Not Agree**" when the amendment is communicated to you. Refusing an amendment entails the termination of this Agreement, the automatic deactivation of your account and denial of access to the Service.

General Provisions

This Agreement shall be governed by and construed by the laws of the Province of Quebec, Canada and the laws of Canada applicable to contracts between Quebec residents and to be

performed in Quebec. Parties hereby irrevocably submit and attorn to the jurisdiction of the Courts of the district of Montreal, Province of Québec.

This Agreement is the entire and exclusive agreement between COMPANY and you regarding the Service, and this Agreement supersedes and replaces any prior agreements between COMPANY and you regarding the Service.

You shall not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder to any third party without the prior written consent of COMPANY which consent is within COMPANY's sole discretion. No assignment or delegation by you shall relieve or release you from any of its obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties and their respective successors and assigns. COMPANY shall be allowed to assign this Agreement to any third party without requiring your consent.

Nothing in this Agreement shall constitute a partnership or joint venture between you and COMPANY.

If a particular provision of this Agreement is held to be invalid by a court of competent jurisdiction, the provision shall be deemed severed from this Agreement and shall not affect the validity of this Agreement as a whole.

The Parties have expressly requested that this Agreement be drawn up in English and that all modifications thereof can be made in this language.

Contact

If you have any concern, question or complaint regarding this Agreement, please contact COMPANY at:

Philip Patenaude
700 McCaffrey, Montréal, Québec, H4T 1N1
Philipp@ntdapparel.com

The current Agreement last update was on January 30, 2018.