

## TERMS OF USE OF EQUIMAKE INC.

Last updated on April 19, 2024.

Please read carefully the following terms of use (hereinafter the "**Terms of Use**") of EQUIMAKE INC., a collaborative creation platform that helps learners, gamers, artists and coders who want to connect, create and grow with others by removing social, tech and creative barriers and enabling community-driven innovation. EQUIMAKE INC. is a company whose head office is located at 1405-3505 rue Sainte-Famille, in the city of Montréal (H2X 2L3), in the province of Québec, Canada (hereinafter "**EQUIMAKE**").

EQUIMAKE operates this web platform divided in two separate secured environments:

- Equimake.dev is an experimental web environment designed for testers and users seeking access to upcoming features; and
- Equimake.com is a production-ready environment;

(hereinafter the "**Platform**") and the social media pages, account, network or any application contained therein designed and managed by EQUIMAKE (hereinafter the "**Social Media**").

By deciding to use the Platform and EQUIMAKE's services, the user, understood as the end user or the organization you represent or for which you work (hereinafter the "**User**" or "**Users**" or "**you**") accepts all the Terms of Use indicated below which govern the content and use of the Platform, as well as the privacy policy appearing at the end of EQUIMAKE's Terms of Use.

These Terms of Use are legally binding on the User and EQUIMAKE (hereinafter the "**Parties**"). The Parties are entitled to invoke the present Terms of Use and to take all useful and necessary measures to ensure that they are respected.

By deciding to use the Platform and EQUIMAKE's services, the User also declares that they have made the necessary verifications to ensure the jurisdiction from which they access the Platform fully allows them to access, use and trade on the Platform. The User also understands and agrees that EQUIMAKE may not be held liable in any way for any User that violates their jurisdiction's applicable law by accessing, using or trading on the Platform.

If the User does not accept these Terms of Use or, as the case may be, the Terms of Use as amended from time to time, the User must not, or must no longer, use the Platform.

Terms defined in these Terms of Use are used in EQUIMAKE's privacy policy (the Terms of Use and privacy policy are hereinafter referred to as the "**Legal Terms**"). We recommend that you read them carefully too.

## **SECTION 1 - ACCESS AND USE OF THE PLATFORM**

Your use of the Platform in any way means that you have read, understood, and agreed to all of these Terms of Use, and these Terms of Use will remain in effect while you use the Platform.

The Platform may at times be temporarily unavailable due to planned maintenance or unplanned technical service interruptions. EQUIMAKE is not responsible for any interruptions in service.

EQUIMAKE does not warrant that the Platform, or any part thereof, will operate on any particular computer hardware or peripherals. EQUIMAKE is not responsible for service disruptions caused by third-party providers such as Youtube, X.com., GitHub, Apple, Google, Firebase and Cloudflare or other third-party providers. Furthermore, the Platform may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

EQUIMAKE cannot be held responsible for any and all mistakes, typographical errors, and bugs that occur or are displayed at any time on the Platform.

The Platform is solely designed for use by adults with the capacity and power to act and perform their obligations, as understood in the province of Quebec. By accessing or using the Platform, the User hereby declares to EQUIMAKE that they are at least eighteen (18) years of age, that they are not placed under any legal guardianship, and that they are able to form and close a contract on their own, without requiring the prior consent or authorization of a third party acting as legal guardian.

EQUIMAKE reserves the right to add, delete and modify all content, or any part of it, on the Platform, with the exception of the User's own content.

Each User created in the system is the owner of the content of their Account (as defined hereinafter). EQUIMAKE does not delete anything unless a User requests it.

## **SECTION 2 - RESTRICTED ACTIONS OF THE PLATFORM**

Each User of the Platform undertakes, without limitation, not to:

- a) Use the Platform in a manner that could damage, disable, overburden or impair the Platform;

- b) Disrupt the security of or otherwise abuse the Platform or any services, resources, systems, servers or networks connected to or linked to or accessible through the Platform or affiliated sites;
- c) Create multiple accounts on the Platform, on the same IP address, in order to avoid ban (ban evading);
- d) Disrupt or interfere with the use or enjoyment of the Platform by other services or affiliated or linked sites;
- e) Upload, post or otherwise transmit on the Platform a virus or other harmful, disruptive or destructive computer file or program;
- f) Flood the Platform with internet traffic to prevent Users from accessing it (DDoS);
- g) Upload 3D nudity on the Platform or attempting to have sexual displays of any sort;
- h) Use a robot, spider or other automatic device or manual process to monitor or copy Platform pages or content;
- i) Transmit unsolicited emails, chain letters, spam or other types of mass email through the Platform;
- j) Harass other Users;
- k) Attempt to gain unauthorized access to the Platform or portions thereof to which access is restricted. In addition, the User agrees that he is solely responsible for all actions and communications undertaken or transmitted to or on their behalf and agrees to comply with all applicable laws with respect to their use of or activities on the Platform.

### **SECTION 3 - USER ACCOUNT AND SERVICES**

#### **User Account**

To access, use and trade on the Platform, a User must register by creating an account on the Platform (the "**Account**"). Account creation is currently free and requires the User to create on the Platform, via their Google or Discord account or through an email address, an Account username, in conformity with any restriction imposed by EQUIMAKE, if any. The User hereby declares and warrants to EQUIMAKE that all information provided for the creation of an Account is and remains accurate, truthful, complete and up to date. The User also declares and warrants that the Account they create is their sole Account, and does not impersonate or attempt to impersonate a person that is not the User or is not duly represented by the User. The User also declares and warrants that they are solely and

exclusively responsible for the confidentiality and safeguard of their Account's accesses, and that they are not to share their Account's accesses to any third party. EQUIMAKE shall not be held liable for any disclosure of Account's accesses by the User or by any third party.

## **Services**

The services offered by the Platform (hereinafter the "**Services**") as they are currently provided, are, at any time, subject to change at the sole discretion of EQUIMAKE, who reserves the right to improve, alter, suspend or discontinue any part of the Services, and to implement new features to the Services.

EQUIMAKE shall not be held liable in any way for any direct, indirect, special, incidental or consequential losses, damages, liabilities, expenses, fees incurred, legal fees and other costs (hereinafter the "**Losses**") sustained or incurred by the User or a third party that are attributable, related to or due to, in whole or in part:

- a) the User's online behavior and safety etiquette on the Platform;
- b) the User's misconceptions, mistakes, misconducts, errors of judgements, fault or gross recklessness, carelessness or negligence on the Platform;
- c) the User's management, security and safeguard of their Account on the Platform;
- d) the User's failure to abide by the Legal Terms or any instruction issued by EQUIMAKE.

EQUIMAKE shall not be held liable in any way for any Losses sustained or incurred by the User or a third party that are attributable, related to or due to, in whole or in part, any unauthorized access or illegal, abusive, or otherwise harmful exploits used by any third party in regard to the User's Account, including the use of intellectual property of third parties.

## **SECTION 4 - INTELLECTUAL PROPERTY**

### **User's Intellectual Property**

By uploading content to the Platform, the User fully declares and guarantees that they are and will remain the rightful copyright holder in full accordance with the Platform's Legal Terms. The User is solely and exclusively responsible to ensure they are and remains authorized or otherwise entitled to publish, commercialize and use said content online by means of any medium in full accordance with the Platform's Legal Terms. The User also declares and guarantees that, if they have been granted sufficient licensing rights to publish, commercialize and use said content online by means of any medium in full accordance with the Platform's Legal Terms by the copyright holder of the content in

question, said copyright holder hereby agrees, without limitation, to be bound to the Terms of Use and other Legal Terms of the Platform as if they were a User of said Platform, with the necessary adaptations. Any failure to abide by the declarations and warranties hereof are fully and exclusively borne by the User accessing and using the Platform to upload content.

EQUIMAKE reserves the right to remove content from the Platform and/or suspend the User's access to the Platform or to terminate their Account, at EQUIMAKE's sole discretion.

Any unauthorized downloading, retransmission, copying or modification of Intellectual Property (as defined hereinafter) or data contained on the Platform may violate laws including those relating to trademarks or copyrights, and could subject the User to copyright-related legal, arbitral or administrative claims, recourses or proceedings. The User hereby understands and agrees that they are solely and exclusively responsible for any copyright-related legal, arbitral or administrative claim, recourse or proceeding, and undertakes to indemnify, hold harmless and, at EQUIMAKE's discretion, defend EQUIMAKE against any legal, arbitral or administrative claim, recourse or proceeding arising from, in whole or in part, directly or indirectly, the User's copyright infringement, trademark infringement or any other intellectual property-related violation they commit by accessing, using or trading on the Platform. Additionally, a User that creates content on the Platform hereby understands and agrees that they may not undertake any legal, arbitral or administrative claim, recourse or proceeding against EQUIMAKE for any wrongdoings, infringement of rights or illegal actions committed by other Users of the Platform, including but not limited to copyright infringement and any other unauthorized use of copyrighted content.

EQUIMAKE may, at all times and at its sole discretion, moderate, restrict or remove any content uploaded on the Platform, if it deems or has reasons to believe that said content is or may be in violation with the Platform's Legal Terms or that the uploaded content is illegal or infringes on intellectual property rights. EQUIMAKE may, among other things, receive, process and execute Notice-and-Notice requests under Canada's *Copyright Modernization Act* (S.C. 2012, c. 20) and/or Notice-and-Takedown requests under the United States' 1998 *Digital Millennium Copyright Act* (DMCA) (Pub. L. 105-304).

### **EQUIMAKE's Intellectual Property**

Unless otherwise indicated, all intellectual property rights (trademark, copyright, etc.) (hereinafter the "**Intellectual Property**") related to the Platform are the exclusive property of EQUIMAKE. You may not copy or use any of the materials, structure, menu, look and feel or characters that appear on the Platform without the express consent of EQUIMAKE.

Certain names, words, titles, phrases, logos, icons, graphics, designs, domain names or other content contained on the Platform or Social Media may, among other things, be registered or unregistered trademarks or trade names (all of which are referred to in these

Terms of Use as "**Trademarks**"). These Trademarks are protected by Canadian and foreign trademark laws and are, as the case may be, the exclusive property of EQUIMAKE.

Without limiting the generality of the foregoing, Intellectual Property owned by EQUIMAKE includes, but is not limited to, the following:

- a) All logos, drawings, graphics, photos, videos, trademarks (registered or not), symbols, texts, expressions, words and all general content of the Platform or Social Media not already subject to intellectual property rights;
- b) All software, APIs and materials made available by the Platform;
- c) All databases made available by the Platform or the Social Media;
- d) All the content offered by the Platform, available for free download; and
- e) EQUIMAKE's logo and name.

Unless otherwise indicated, all information provided on the Platform is the property of EQUIMAKE and is protected by applicable laws. In addition, the information may not otherwise be copied, displayed, distributed, downloaded, unlicensed, modified, published, reproduced, reused, sold, transmitted, or used for derivative works, public or commercial purposes without the express written permission of EQUIMAKE. The information is protected under the copyright and trademark laws of Canada and the countries that host the Platform or Social Media.

You may use the information exclusively for your personal use without modification, provided that you reference on all copies the respective copyright notices and trademark attributions. These Terms of Use grant you permission to view, display on your computer, download, and print the text and images, as well as the free tools, webinars, articles, videos, calendar of events, information guides, presented on the Platform, solely for non-commercial, personal and supporting purposes, provided that the content of the Platform is not modified in any way. This authorization belongs solely to you; it may not be assigned or transferred to any other person, nor may it be sublicensed.

Images and text, as well as free tools, webinars, articles, videos, calendar of events, information guides, contained on the Platform or Social Media that are downloaded, copied, saved, or printed are still subject to these Terms of Use. You must ensure that all copyright and trademark notices are retained. The content of the Platform or Social Media may be changed at any time without notice. For further information regarding permission to use, reproduce or republish any information presented on the Platform or Social Media, please contact us at [info@equmake.com](mailto:info@equmake.com).

Subject to applicable laws, the importation, creation, submission or storage of content by the User grants EQUIMAKE a non-exclusive, royalty-free, transferable, sub-licensable,

worldwide license to use the content. This license authorizes EQUIMAKE to host, use, modify, reproduce, publish, publicly perform, create derivative works from, or distribute your content. Under this license, EQUIMAKE may use your content only in connection with the operation, promotion or improvement of its Services. If you wish to terminate this license, simply delete your Account. However, the content you have shared will still be visible to other Users: you may request its deletion, subject to certain reservations, from the contact person, who can be reached at [info@equmake.com](mailto:info@equmake.com).

Any unauthorized downloading, retransmission, copying or modification of Intellectual Property or data contained on the Platform or Social Media may violate laws including those relating to trademarks or copyrights, and could subject the User to legal action.

Content created, imported, submitted or stored by the User is their property and they are responsible for ensuring that the User has the right to use it.

## **SECTION 5 - CONTENT AND INFORMATION POSTED ON THE PLATFORM**

At all times, you are responsible for exercising discretion with respect to the content and information you disseminate via the Platform - whether it is on the Platform chat, or when you share feedback on Discord, but also any other type of interaction you have with us, particularly with respect to personal information about you.

You hereby understand and agree that any content and information posted via your Account on the Platform is and shall remain your sole responsibility, and that EQUIMAKE cannot be held in any way, shape or form responsible for said content and information thus posted.

Some of the comments and other materials posted on the Platform pages, including its Social Media pages, may not represent the views of EQUIMAKE. Accordingly, you agree not to post or submit any information, postings, links, or other materials of any kind to the Platform that fall into any of the categories described below with respect to EQUIMAKE:

- a) Any content that is defamatory, abusive, counterfeit, obscene, misleading or illegal;
- b) Any content that otherwise violates the rights of others, including but not limited to, privacy and image rights, copyrights and trademarks;
- c) Any content enclosing advertising;
- d) Promotional documents or any form of unwanted solicitation;
- e) Any content whose origin or source is falsified;
- f) Any financial or personal information about you or any other person; and
- g) Any information that EQUIMAKE deems to be in violation of the Terms of Use.

You hereby understand and agree that EQUIMAKE may, at any time and at its sole discretion, remove, delete, archive, filter or otherwise affect the visibility or availability of any content or information, including messages, links or items, it deems to fall under any of the above categories, or to be generally inappropriate or generally irrelevant to the Platform, and you hereby forfeit any legal, arbitral or administrative claim, recourse or proceeding against EQUIMAKE in regard to the exercise of its discretion.

## **SECTION 6 - EXTERNAL LINKS**

It is possible that by using a hyperlink, the User leaves the Platform or Social Media to access external content (hereinafter the "**External Websites**"). EQUIMAKE makes available to Users, in addition to its own content, links to External Websites solely for the User's convenience and information. EQUIMAKE has no control over the content of these External Websites and assumes no responsibility for their accuracy, precision, completeness, authenticity, timeliness, or suitability. All liability of EQUIMAKE is excluded, in particular for direct or indirect damage or consequences arising from the use of the contents of these External Websites. EQUIMAKE has no influence whatsoever on the content of linked external websites and accepts no liability for the content of external links, in particular for any changes made after the link was set. EQUIMAKE does not demand that information be transmitted, nor does it select the recipients of the information transmitted or the information itself, nor does it modify it. In addition, EQUIMAKE does not automatically make any short-term intermediate storage of these external links in accordance with the current method of creating and viewing links. Responsibility for the content of linked External Websites therefore rests exclusively with their operators.

In addition, EQUIMAKE does not warrant or represent that such External Websites or their content will not violate any law, including any copyright, trademark or other third-party rights, or be free of viruses or other harmful components.

No guarantee is given as to the authenticity of the documents available on the Internet.

## **SECTION 7 - SOCIAL MEDIA**

The following terms apply when you access a Social Media page.

### **General Statement**

By using the Social Media pages and submitting a comment, photo, video, or other material, you (and your parent/legal guardian if you are under the age of majority in the province or territory in which you reside) agree to be bound by and comply with EQUIMAKE's Legal Terms and the terms of use of third-party Social Media providers. You also consent to EQUIMAKE copying, editing, publishing, translating, and distributing your comment, photo, video, or other material posted on Social Media without compensation.



## **Social Media Terms of Use**

Any information, message, link, or item posted on Social Media pages, that EQUIMAKE deems to fall into any of the categories mentioned in Section 5 above, will be deleted immediately, without liability to EQUIMAKE.

Furthermore, EQUIMAKE does not assume responsibility for filtering messages posted on Social Media.

EQUIMAKE disclaims all liability with respect to entities that own or operate Social Media, including for any direct or indirect loss or damage arising from any action or decision made by you or any other person in connection with the use of Social Media websites.

## **SECTION 8 - DISCLAIMER, EXCLUSION OF WARRANTY AND INDEMNIFICATION**

EQUIMAKE does not guarantee the accuracy, completeness, quality, suitability, or content of the information on its Platform. This information is provided "as is", without warranty or condition of any kind, either express or implied, including, but not limited to, implied conditions and warranties of merchantability and fitness for a particular purpose, except in jurisdictions that do not allow the exclusion of implied warranties.

EQUIMAKE is not responsible for the content posted on the Platform by Users and for any damage that may result therefrom. Each User is responsible for the content they exchange on the Platform and may not use the Platform for purposes contrary to the laws applicable in Quebec and Canada.

When the User is a consumer within the meaning of Quebec's *Consumer Protection Act* (CQLR, c. P-40.1), the latter does not allow the exclusion of warranties and the non-responsibility of EQUIMAKE for certain damages. In this case, the User has additional rights and is not subject to some of the limitations mentioned below.

Except where Quebec's *Consumer Protection Act* (CQLR, c. P-40.1) is applicable, EQUIMAKE shall not be liable for any Losses sustained or incurred by the User or a third party that are attributable, related to or due to, in whole or in part, the use of or inability to use the Platform, the information, documents and software contained therein, and the contents thereof, even if EQUIMAKE has been advised of the possibility of such damages or even if such damages can be reasonably foreseen.

The User hereby accepts and undertakes to indemnify, hold harmless and, at EQUIMAKE's discretion, defend EQUIMAKE, and, where applicable, its directors, officers, shareholders, partners, employees, agents, consultants and other EQUIMAKE stakeholders against any legal, arbitral or administrative claim, recourse or proceeding arising from, in whole or in part, directly or indirectly, the User's use of the Platform and/or breach of the Legal Terms, including these Terms of Use, whether such breach or violation is committed by the User,

directly or indirectly, or any third party using the User's Account, other access to the Platform or means of communication with EQUIMAKE.

You may not use or export the information or any copy or adaptation of the information in contravention of any applicable laws or regulations.

## **SECTION 9 - AMENDMENT TO THESE TERMS**

EQUIMAKE occasionally updates these Terms of Use. Continued use of the Platform constitutes the User's agreement to these Terms of Use and any updates.

However, where Quebec's *Consumer Protection Act* (CQLR, c. P-40.1) applies, EQUIMAKE will notify current Users of the Platform thirty (30) days prior to the effective date of the amendment. Amendments will be communicated to the User by email, and when accessing the Platform by way of written notice, and will subject the use of the Platform by the User starting on the effective date of amendment to their acceptance of the amendments, with the possibility for the User to consult the details of said amendments on EQUIMAKE's Platform. If the User refuses these modifications and wishes to no longer use the Platform, they will have thirty (30) days following the effective date of the amendments to send a notice to EQUIMAKE and terminate, without charge or penalty, their obligations to EQUIMAKE, and must cease all use of the Platform.

## **SECTION 10 - INTERPRETATION**

The headings of the preceding sections are inserted for reference purposes only and shall not affect the construction or interpretation of the provisions of these Terms of Use.

Whenever the context requires, any word written in the singular also includes the plural and vice versa; any word written in the masculine also includes the feminine and vice versa.

In the event of any problem of definition or interpretation between the French and English versions of the terms of these Terms of Use, the English version shall prevail.

## **SECTION 11 - RESOURCE PERSON**

Please feel free to contact EQUIMAKE with any questions, comments or concerns you may have regarding the Terms of Use, any content on the Platform or Social Media. We can be reached:

By email: [info@equimake.com](mailto:info@equimake.com)

By mail: EQUIMAKE INC., 1405-3505 Rue Sainte-Famille, Montréal QC H2X 2L3, Canada

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