



Terms of use

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1. INTRODUCTION

We encourage all websites' users of TEATRICUS.com and Propagez.ca (the "**Websites**"), members and other visitors to read this complete document and to review the terms of use of the websites ("**Terms**").

By clicking "**I Accept**" when registering, members agree to be bound by and become part of this agreement with TEATRICUS. The use of and access to the site indicates your acceptance of these terms.

Regular visitors acknowledge that the use of this website in itself implies acceptance of these terms and any revisions. Any visitor who refuses to comply to any measures mentioned in this document will be asked to stop using the website. If you violate these terms, your right to use the website will terminate and YOUR ACCOUNT WILL BE DELETED.

Regroupement Teatricus, is the owner of the TEATRICUS.com (<http://www.TEATRICUS.com>) and Propagez.ca (<http://www.Propagez.ca>) websites. ("**TEATRICUS**" or "**Site**"). TEATRICUS is a network that facilitates the negotiations of professional services and development of contacts in the field of theatre and entertainment. It is specially designed for:

- Independent professionals or businesses that have services to offer and who wish to promote their skills and
- Small, medium and large businesses or individuals who are looking for professional services and wish to share their needs.
- Theatres, studios and other venues that wish to promote their spaces and disseminate technical information.

There are two types of users of the site, regular visitors ("**Visitors**") and TEATRICUS members ("**Members**"). Each of these two categories of members has distinct privileges as further described below.

2. DEFINITIONS

“Member account”: means a record of personal information that is provided by the member during registration on the website to ensure ongoing communications and allow the use of the website to be granted to the member. Some personal information (i.e. full name) in a member account may also be published on your profile, job posts or any other document issued by the members.

“Member(s)” means: person or company who register for free TEATRICUS.com services and who are entitled to the privileges of a TEATRICUS membership.

“Profile” means: the presentation page containing all public information and non-confidential information that members can add to the site.

“Visitor(s)” means: any person accessing the site that is not a member. Visitors have limited privileges. Their access is limited to only one part of the information and they are never required to provide any information about themselves.

3. OBLIGATIONS AND RESPONSIBILITIES OF TEATRICUS

TEATRICUS provides the infrastructure needed to bring the different categories of members together so they can use the business site TEATRICUS to login to the network. The obligation to provide this infrastructure is a mean, not a result and therefore cannot be guaranteed in all circumstances.

In particular, TEATRICUS cannot guarantee that its online services will be available at all times. In addition, TEATRICUS cannot guarantee that service disruptions or access to the site will not occur, both for reasons related to internal management of the site (server problems, programming, software, hosting) and for external causes related to the very nature of the internet over which TEATRICUS has no control.

Nevertheless, TEATRICUS agrees to employ all reasonable efforts to mitigate the inconveniences caused by an interruption of service.

No control over membership. As specified earlier, TEATRICUS does not guarantee the truthfulness, accuracy and factuality of information posted by members on their profiles, job offers, or any other document.

Possibility of sanctions against members: TEATRICUS may intervene in respect to any member who violates the obligations or described conditions of membership by imposing appropriate sanctions on the member’s account or taking legal action or disciplinary measures that may be lawfully available, if appropriate. These sanctions could include denial of access to the member concerned to some or all TEATRICUS services without refund. Without incurring any obligation to do so, TEATRICUS is permitted to remove all or parts of the information posted by members on their profiles, job posts or any other document that is inconsistent with the purposes set forth here and elsewhere.

4. WAIVER OF LIABILITY BY TEATRICUS

TEATRICUS makes no representation or warranty, expressed or implied, as to the accuracy, reliability, completeness, non-fragment or fitness for any particular purpose of information and services provided on the website. Its content is intended solely for information and reference and is provided “as is”.

The act of accessing this information does not create a consultant-client relationship between TEATRICUS and the member or visitor. By using the website, members and visitors acknowledge that they are exposed to risks associated with any installation online.

• **Limited liability.** By using the TEATRICUS services, members and visitors agree that IN NO WAY TEATRICUS, shareholders, directors, officers, employees or agents are responsible for any directed or undirected, consequential or punitive damages including without limitation for:

- Loss of profits or customers;
- Commercial harm;
- Loss of document;
- The presence of a virus or another attempt by anyone to cause damage;
- The illegal publication of inappropriate or illegal material;
- Losses arising from interruption of service.

Arising from or related to use of the site or the services provided by TEATRICUS regardless of whether the cause of action is in contract, tort or any other legal theory, even if TEATRICUS has been advised of the possibility of such damages.

Members and visitors acknowledge having been sufficiently informed that TEATRICUS serves only as a facilitator and that certain features of the site are impossible to guarantee.

* **Profiles, Projects, Quotations and other documents.** TEATRICUS has no control over the documents posted by members or visitors, whether in their profiles, job posts, or any other document. TEATRICUS will not do any methodical verification in this regard and cannot guarantee the validity of claims by members or their identity. Accordingly, members and visitors are fully responsible for all profiles, messages and other documents that they post and TEATRICUS cannot be held responsible for all information published by members or visitors on the site.

5. GENERAL OBLIGATIONS OF MEMBERS

5.1 Right to use the site. Subject to compliance by members and visitors of the terms of use and privacy policy, as amended from time to time, each member and visitor is granted a non-exclusive, personal, non-transferable limited use of the website.

5.2 Truthfulness of declaration. Although TEATRICUS is not required to verify the allegations made by members or visitors on their profiles, job posting, or any other document, members and visitors agree by accepting this policy to use only information that characterize faithfully and accurately and that reflects their true identity. Any behavior contrary to this rule is considered an act of

disloyalty which entitles TEATRICUS, in its sole discretion, to impose what it considers appropriate sanctions. Members and visitors also declare that all information they provide to TEATRICUS by filling out the application form is true. Members are responsible for updating their profiles, accounts and other documents with the changes that may be necessary for the information found there.

5.3 Prohibition of display information contact. Members are not allowed to make their contact information publicly available in documents they post on the website, whether in their profile, job post or any other document. This rule applies to all types of contact information, including email addresses, phone number, fax and instant (ICQ, AIM, Messenger, etc) members can view the URL of their websites in the area clearly marked “ Website “, which is provided for this purpose in the profile. This URL is not displayed to visitors TEATRICUS. It is shown only to TEATRICUS members when they are part of the same network.

5.4 Obligation to use the site with loyalty and good faith. To contact another member, members must use the communication ways provided by the Site. Any attempt by the members to submit their information publicly to by-pass the use of TEATRICUS services to by pass the use of those services is considered an act contrary to the TEATRICUS Usage Policy. TEATRICUS, at its own discretion, can impose what it considers appropriate sanctions. Members have an obligation to communicate with other members in a courteous and diligent way. For example, they must submit, in a timely manner, their decision on whether or not to pursue a business relationship with another member.

5.5 Limited use of the site. The site may be used in conformity with the goals of a website made for professionals. For example, members are specifically prohibited from engaging in any of the following:

- Use of the feature contrary to the Terms of use;
- Edit the inappropriate or illegal content on the site, including without limitation escort services, dating services or any services of a sexual nature;
- Use the functionality of the site to send any form of unsolicited Email (spam) to other members;
- Use the site in any manner likely to impair its operation, confidentiality and security;
- Send documents containing viruses that could cause damage.

5.6 Responsibilities and obligations within respect to the legality of the members. Members are solely responsible for the consequences of their actions and use of services TEATRICUS. In addition to this responsibility, members should ensure that their actions and behaviors comply with laws, regulations, codes of ethics and contracts applicable to their situation.

5.7 Security. Each member must be reasonable in conserving and using their personal passwords and respect for other security measures imposed on use of the site. Members are also required to ensure that all documents they send are free of viruses or files that could cause damage.

5.8 Capacity. Individual members and those responsible for company membership must be at least eighteen years old.

5.9 Editing in the composition of a category of membership. All members must meet the conditions for membership and the specific criteria established to become a member of a given category. TEATRICUS visitors; TEATRICUS members in their relations with TEATRICUS, and members who have

changed category are considered to have accepted all the terms of TEATRICUS without the need for a new agreement.

(Compagnies); Membre TEATRICUS (toute compagnie ou entreprise, quelle que soit sa taille, dont le secteur d'activité est le spectacle, le cinéma, l'audiovisuel ou l'événementiel, est considéré comme COMPAGNIE).

(Scènes); Membre TEATRICUS (tout lieu accueillant des spectacles, tout local de répétition ou d'enregistrement est considéré comme une SCÈNE). Dans leurs relations avec TEATRICUS, les Membres qui ont changé de catégorie sont considérés comme ayant accepté l'ensemble des Conditions d'utilisation de TEATRICUS sans la nécessité d'un nouvel accord.

6. INTELLECTUAL PROPERTY

6.1 Limits of protection of intellectual property. TEATRICUS has a variety of tools, documents, software, identification marks, trademarks, logos, processes and projects that meet the criteria of a work protected by Canadian and international laws governing intellectual property (collectively "Content"). All members and visitors agree to comply with these provisions and make every effort to do so. Members and visitors are not permitted to reproduce, distribute or otherwise use any such copyright material. No right, title or interest in any content is transferred to members or visitors because of the use of the site. No right, title or interest in any content is transferred to members or visitors because of the use of the site. Nevertheless, members or visitors are allowed to add the logo of the Site TEATRICUS as provided by TEATRICUS without modifications on a website for which they are responsible. In all cases the logo should be withdrawn immediately if TEATRICUS request so;

6.2 Hyperlinks. Members or visitors can add a hyperlink to the site on a website for which they are responsible. In any case, a hyperlink to a page of TEATRICUS must be removed immediately if requested by TEATRICUS.

6.3 Content provided by Members. Members and visitors are not permitted to reproduce or redistribute the content provided by other members (profiles, job posts, resumes, messages via the messaging system TEATRICUS, etc.) without their consent.

7. PRIVACY

The privacy Policy is part of the Terms of Use. If a Member wishes to remove some personal information considered obligatory on the site, closing the member's account may be required.

8. GENERAL MEASURES

8.1 Applicable rights. Members and visitors agree that any dispute that may arise between them and TEATRICUS will be subject to the exclusive jurisdiction of provincial and federal courts located in the province of Quebec (Montreal district).

8.2 Amendment of Terms of Website Use. TEATRICUS reserves the right to change the Terms of Use of the Website. In such case, TEATRICUS will change the date of last update on the top of the page and post a notice to all members through the TEATRICUS mail system for each new version of these terms on its website. In consideration of this condition, members agree to consider the amended provisions. Your use of the Site after any such modification constitutes your agreement to follow and be bound by the terms of use as modified.

8.3 Acceptance of Terms of Use. Members and visitors acknowledge that acceptance of the Terms of Use of the Site which includes the acceptance of the Privacy Policy. These two documents constitute the entire agreement between both the TEATRICUS Members and visitors.
