

Your consent to the use of the personal information you provide to SheMax Canada is outlined in our Privacy policy

Effective March 12, 2022

This is a legal agreement (“Agreement”) between you and SheMax Canada for accessing its website via <https://shemax.ca> or <https://shemaxsupply.ca> and its subdomains (collectively the “Sites”), and use of the mobile device application (referred to herein as the “App”). By accessing the Sites and App, you accept and agree to be bound by the terms and conditions outlined in this Agreement and any other terms of use, policies or documents referred to herein.

In this Agreement, when we say “we”, “us” and “our”, we are referring to SheMax Canada (herein referred to as “SheMax Canada”). When we say “member”, we are referring to an individual who has purchased a membership share and has been granted a lifetime membership to purchase merchandise at SheMax Canada. When we say “you”, or “user” we are referring to the person accessing our Sites and App (non-member or member). If you are accessing the Sites and/or the App on behalf of an organization, you are accepting this Agreement for that organization and are representing that you have the authority to bind that organization to this Agreement, in which case “you” and “your” will refer to that organization. When we refer to “Content”, we are describing any and all text, images and graphics, software, source code, apps, specifications, audio and video files, articles, trademarks, logos and other information or content available through our Sites and App that are not considered as submissions from a user.

Acceptance of the agreement

You agree to the terms and conditions, without modification, outlined in this Agreement. You may use the Sites and App only in compliance with this Agreement and all applicable local, provincial, national, and international laws, rules and regulations. This Agreement may be changed by us from time to time at our sole discretion by updating this posting. The most current version of this Agreement will govern your use of the Sites and App and will always be located at shemax.ca/privacy. We display an “effective date” at the top of this Agreement so that it will be easier for you to know when there has been a change. Accordingly, you should check this Agreement on a regular basis. By continuing to access or use the Sites and App after this Agreement has been updated, you agree to be bound by the revised version of the Agreement. By accessing our Sites or the App and accepting the terms of this Agreement, SheMax Canada grants to you a limited, revocable, personal, non-sub-licensable, non-transferable, non-exclusive right to access and use the Sites and App in accordance with this Agreement solely for personal reasons and not for resale or to provide services to any third parties.

If you do not accept the terms of this Agreement, please do not use the Sites or the App. If you use the Sites or the App from a country other than Canada, you are still responsible for compliance with this Agreement.

Use of the sites and app

The Sites and App are intended for access and use only by members and potential members who are of the age of 13 or above; who are not barred from use of the Sites and App under applicable legislation; and who are able to enter into a legally binding contract under applicable legislation. You may use the Sites and App only for lawful purposes and only in accordance with this Agreement. When using the Sites and App, you further agree that you will not:

- Use the Sites and App in any way that violates any applicable local, provincial, national or international law, rule or regulation;
- Use the Sites and App in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party;
- Send false or misleading information via the App;
- Use the Sites and App to advertise to or solicit any user;
- Use the Sites and App to resell any products or services unless as authorized under contractual obligations with SheMax Canada;
- Make commercial use of the Sites and App;
- Reproduce, publish, modify, distribute, transfer, and/or sell any Content on the Sites and App;
- Impersonate or attempt to impersonate SheMax Canada or any SheMax Canada employee, another user or entity (including, without limitation, the use of email addresses or screen names associated with or confusingly similar to any of the foregoing);
- Use tools or other methods to extract, mine or gather data from the Sites and App; and
- engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Sites and App, or which, as determined by us, may harm SheMax Canada or the users of our Sites and App or expose us or those other users to liability.

If we believe that there is a violation of this Agreement in your use of the Sites and App that can simply be remedied by you, whether that is the removal of information or other specified actions, we may ask you to take direct action to address the violation to our satisfaction. However, we may be required or determine it necessary to also engage in the situation and determine any additional appropriate action to be taken by us. If you are unable to act in accordance with our requested actions and/or we believe you are a credible risk of harm to us, other users, or third parties, without limiting the other remedies that are available to us under this Agreement, we may

terminate permission or license granted by this Agreement and we will terminate your rights to access and use the Sites and App.

User account

In order to purchase products from our Sites and App, you are required to be a member and to complete a purchase by (a) either creating a user account or checking out as a “Guest” and (b) providing your membership number. To create a user account, you must provide an email address and create a password. Once your account is created, you can provide additional information such as your SheMax Canada member number, preferred credit card payment details, and shipping and billing addresses. It is a condition of your use of your user account that all information you provide in connection with that user account is correct, accurate and complete. You are solely responsible for maintaining the secrecy of your account password. Your account is for your personal use only. You may not authorize others to use your account or transfer your account to any other person. You agree that SheMax Canada is not responsible for another party’s access to your account that results from misappropriation of your log-in details. You agree that you will notify SheMax Canada promptly of any unauthorized access or use of your account via the contact information provided below (*Section 24: Contacting SheMax Canada*). You are solely responsible for all uses of your account and any activity performed through it. You also agree to ensure that you exit from your user account using the proper sign-out procedures at the end of each session. You should use particular caution when accessing your user account from a public or shared computer so that others are not able to view or record your password and other personal information.

We have the right to disable your user account or password and otherwise terminate your right to use your user account, the Sites and App at any time in our sole discretion for no or any reason, including without limitation if in our opinion you have failed to comply with any of the terms of this Agreement.

Terms of sale

All product sales from the Sites and Apps are governed by our Rocksolid Guarantee, our Return Policy, Order and Shipping Terms and any other terms of sale specific to the purchase (collectively, the “Terms of Sale”). By ordering and/or accepting delivery of the products, you agree to be bound by these Terms of Sale, which are subject to change without notice at SheMax Canada’s discretion. All sizes and weights quoted are approximate. All prices listed are in Canadian dollars and all charges will be processed in Canadian dollars. All prices listed on this Site and the App are subject to confirmation. You agree to pay all charges payable for your order. We reserve the right to limit the quantity of items that you may buy. We also reserve the right to cancel orders at our discretion.

We will use commercially reasonable efforts to deliver items as quickly as possible, and within any time indicated. However, we are not responsible for delivery delays beyond our control. We will endeavour to notify users if delivery is delayed. All items are delivered by a third party, and delivery is governed by their shipping contracts. We reserve the right not to ship to certain addresses or post office boxes.

Purchase of e-gift cards

You may purchase an e-gift card through our Sites and App. In purchasing an e-gift card, you acknowledge that you have reviewed and agreed to the e-gift card terms and conditions.

Terms of use within subsites

Where additional Terms of Use or Terms and Conditions are posted within SheMax Canada's subsites, and the App License Agreement that are available through subsites and App, you will be required to review and agree prior to gaining access to the products or services. Where additional Terms of Use or Terms and Conditions exist, they will align with this Agreement and requirements associated with a subsite's terms will be considered in addition to this Agreement.

Submissions

Any information, opinions, comments, photos, feedback, ideas, product reviews, or any other content you submit, upload or post via our Sites and App (herein referred to as a "Submission") are under your control and responsibility. SheMax Canada claims no intellectual property rights over your Submission and you acknowledge that SheMax Canada does not have any responsibility for ensuring the Submission's compliance with any applicable legislation including copyright, intellectual property ownership or trademark. You agree, however, that with the exception of information contained in a Submission that by its nature is inherently confidential (e.g. payment information), your Submission will be treated as non-confidential and non-proprietary and you agree to allow others to view, comment on and branch your Submission. You hereby grant to SheMax Canada a perpetual, irrevocable, paid-up, sublicensable, assignable, worldwide license to use, copy and distribute and disclose to third parties any such Submission for any purpose whatsoever, including operations purposes. You represent and warrant that you own or control all rights in and to your Submission and have the right to grant SheMax Canada the license granted above. You represent and warrant that your Submission does and will comply with this Agreement.

Where applicable, you further acknowledge that you have reviewed and agree to any additional applicable Terms and Conditions posted on the SheMax Canada website

when submitting to the “Product Review” or “Ask and Answer” sections, which may be governed by third party platforms.

Any feedback, comments or suggestions you may provide regarding SheMax Canada and or the Sites and App is entirely voluntary, and we reserve the right to use or not such feedback, comments or suggestions without obligation.

You understand and acknowledge that you, not SheMax Canada, have full responsibility for the content of any Submission that you submit or contribute, including its legality, reliability, accuracy and appropriateness. Any Submission uploaded, expressed or submitted to the Sites and/or App, other than the content supplied by us, is solely the opinions and responsibility of the person or entity making the Submission and does not necessarily reflect the views of SheMax Canada. We are not responsible, or liable to any third party for the content and accuracy of any Submission posted by you or any other user of the Sites and App.

Without limiting any of the foregoing, a Submission must not:

- contain any material which is defamatory, libelous, tortious, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, invasive of another’s privacy or otherwise objectionable;
- contain sexually explicit or pornographic material, including obscene or lewd graphics or photographs;
- promote the exploitation of minors, human trafficking, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any patent, trademark, trade secret, copyright or other intellectual property rights of any other person, including without limitation SheMax Canada;
- violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement;
- be likely to deceive any person, including SheMax Canada;
- promote any illegal activity, or advocate, promote or assist any unlawful act;
- cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any person or organization;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person or organization;
- contain personal information that identifies an individual other than you, including any personal information that could identify a minor; and/or
- give the impression that such Submission is coming from SheMax Canada or any other person or entity.

Monitoring and enforcement of submissions

SheMax Canada has the right to do one or more of the following:

- remove or refuse to post a Submission for any or no reason in our sole discretion
- take any action with respect to a Submission that we deem necessary or appropriate in our sole discretion if we believe that the Submission violates the terms of this Agreement, infringes any intellectual property right or other right of SheMax Canada or a third party, threatens the personal safety of users of the Sites and App or could create liability for SheMax Canada;
- disclose user identities when required to do so by applicable law, including in response to a law enforcement request where such disclosure is permitted by applicable privacy legislation; and
- terminate your access to all or part of the Sites and App in accordance with section 20 of this Agreement.

You release, waive and hold harmless SheMax Canada from any claims resulting from any action taken by us during or as a result of our investigations and from any actions taken as a consequence of our investigations by either SheMax Canada or law enforcement authorities.

We do not undertake to review any Submission or other material before it is posted on the Sites or App, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user of the Sites and App or any other third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this paragraph.

Links to third party websites

If our Sites and App contain links to other websites, and/or facilitate registration to events and activities hosted by other third parties on the SheMax Canada Events site, those websites are not governed by this Agreement or the SheMax Canada Privacy Policy. Whether we have posted those links or other organizations or individuals have posted those links, you should read their privacy policies and Terms of Use and make an informed decision about whether you want to use those websites or their services. You are solely responsible for and assume all risk associated with your use of any such websites or resources. Where SheMax Canada has enabled you to connect with other third-party platforms in order to utilize their services in conjunction with our Sites and App, you will be subject to their collection practices and the terms of use and privacy policies of these third parties. You are responsible for ensuring you verify the URL and are aware when you are redirected to a 3rd party site and you are responsible for reviewing their terms of use and privacy policies. If you do not agree with their terms of use or privacy policies, you should not use the services offered by such third-party platforms. In any event, you acknowledge and agree that SheMax Canada is not responsible or liable for the

availability or accuracy of such third-party websites or resources, or the content, products or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement, approval, association or sponsorship by SheMax Canada of such websites or the contents, products or services available on or from such websites or resources.

Linking to our sites

You may link to our Sites, provided you do so in a way that is fair and legal and does not damage or adversely affect our reputation. However, you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. Our Sites must not be framed on any other site, nor may you create a link to any part of our Sites other than the home page. We reserve the right to withdraw linking permission without notice, in our sole discretion. The website from which you are linking must comply in all respects with these Terms of Use.

System integrity

You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Sites and App. You may not take any action, which imposes an unreasonable or disproportionately large load on SheMax Canada's infrastructure. Without limiting the generality of the foregoing, you also agree NOT to:

- Use the Sites or App in any manner that could disable, overburden, damage, or impair the Sites or App or interfere with any other party's use of the Sites or the App;
- Use the Sites or App to send harassing or threatening messages to anyone;
- Use any robot, spider or any other automatic device, process or means to access the Sites or App for any purpose, including monitoring or copying any of the Content or other material on the Sites and App;
- Use any manual process to monitor or copy any of the Content or other material on the Sites or App without our prior written consent, including as may be granted by this Agreement;
- Introduce any viruses, Trojan horses, worms, logic bombs or other material that is malicious or technologically harmful;
- Attempt to penetrate security measures of the Sites or App or obtain or bypass other users' passwords;
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Sites or App, the server on which the Sites or App are stored, or any server, computer or database connected to the Sites or App; and
- Attack the Sites or App via a denial-of-service attack or distributed denial-of-service attack.

When using the Sites and App, the communication of data may be transmitted over networks in which SheMax Canada cannot guarantee secure or reliable data transmission. As such, we assume no responsibility for the delay, failure, interruption or corruption of any data or other information transmitted in connection with the Sites and App. From time to time, the Sites and App may be unavailable for reasons within SheMax Canada's control such as system maintenance or reasons outside of SheMax Canada's control. When this occurs, SheMax Canada is not liable to you or other users for any interruptions in the use of our Sites and App.

Protection of privacy and security

By using the Sites and App you are deemed to have read our policies and are bound by them. As outlined in the Privacy Policy, protection of your Personal Information is a top priority for us. As such, we will maintain administrative, physical, and technical safeguards at a level no less protective than those described in our Privacy Policy. You understand that through your use of the Sites and App you consent to the collection, use and disclosure of your personal information in accordance with these policies.

In order to maintain the privacy and security of the Sites and App, you must not disclose any security or privacy vulnerabilities that you may discover about the Sites or App to any person except SheMax Canada.

Communications and privacy

In accordance with *Canada's Anti-Spam Law (S.C. 2010, c.23)*, we require your consent for your email address to be used to provide you with information for promotional purposes. At any time, you can opt-out of most email communication from us by clicking on the unsubscribe link at the bottom of our emails, adjusting your communication preferences within your user account, or contacting our Service Centre. We may still contact you for product safety updates.

Errors and changes

SheMax Canada has made every effort to ensure the proper function of the Sites and App; however, SheMax Canada is not responsible for any damages that may occur while you are using the Sites and App. We do not warrant that the Sites and App will be error-free or that any defects will be corrected. We may make changes to the Sites' and App's features, functionality, or other components at any time without prior notice to you.

Intellectual property and ownership

SheMax Canada and our partners and vendors exclusively own and retain all right, title and interest in and to the Sites and App, and, unless otherwise indicated, all Content including software, materials, formats, interfaces, information, text, data, graphics, images, video, logos, icons, audio, content, computer code, proprietary and confidential information, and technology (and the design, selection and arrangement thereof) used by SheMax Canada or provided to you in connection with the Sites and App. This intellectual property is protected by Canadian, United States, and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

“SheMax Canada also respects the intellectual property rights of others and expects users of our Sites and App to do the same. Please do not copy, upload, download or share content or other information unless you have the right to do so. You, not SheMax Canada, are fully responsible and liable for what you copy, share, upload, download or otherwise use while accessing the Sites and App. We reserve the right to remove any content submitted to or through the Sites and App that is or may be in violation of the intellectual property rights of others, without prior notice and at our sole discretion.

SheMax Canada permits you to view the Content, solely for your personal, non-commercial use. Images, audio files and videos on our Sites and Apps must not be altered or digitally enhanced, and their use must be in accordance with Canada’s *Copyright Act (R.S.C., 1985, c.C-42)*. Any other use or alteration of the material is strictly prohibited without our prior written permission.

If you use any part of the Sites or App in breach of the terms of this Section, your right to use the Sites and App will cease immediately and you must destroy any and all copies or the Content that you have made. No right, title or interest in or to the Content or the Sites and App is transferred to you under this Agreement or otherwise, and all rights not expressly granted are retained by SheMax Canada. Any use of the Sites and App not expressly permitted herein is a breach of this Agreement and may violate copyright, trademark and other laws.

Limitation of liability

To the maximum extent permitted by applicable law, SheMax Canada, its subsidiaries, directors, officers, employees, agents, partners, suppliers, licensors and affiliates, and their respective directors, officers and employees will not be responsible for any direct, indirect, incidental, special, consequential or punitive damages of any kind, including without limitation personal injury or death, loss of profits, data, use, good will, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Sites or App; (ii) any conduct or Submission of any third party on the Sites or App, including without limitation any defamatory, offensive or illegal conduct of other users or third parties; (iii) any Content obtained from the Sites or App; and (iv) unauthorized access, use or

alterations of your transmissions or Submissions, whether based on warranty, contract, tort (including negligence) or any other legal theory.

These limitations apply regardless of whether the party liable or allegedly liable was advised, had reason to know or knew of the possibility of such damages, and even if a remedy set forth in this Agreement is found to have failed its essential purpose. You agree that your exclusive and sole remedy is to stop using the Sites and App.

Indemnity and release

You agree at all times to indemnify, defend and hold us and our affiliates and subsidiaries, licensors, suppliers and service providers, and each of their respective directors, officers, employees, contractors, agents, shareholders, distributors and representatives harmless from any action, proceeding, liability, loss, claim and expense, including reasonable legal and other fees and disbursements, sustained, incurred or paid directly or indirectly by SheMax Canada as a result of (i) your violation of this Agreement, the Privacy Policy; (ii) your use of the Sites and App or that of any other person who accesses the Sites or the App using your user account; or (iii) your Submissions. You also agree to release and hold harmless SheMax Canada from and against any and all liability, claims, damages, actions, and costs, arising out of or in connection with your use, review or reproduction of the Sites and App.

Severability and waiver

Unless as otherwise stated in the Agreement, should any provision of the Agreement be held invalid or unenforceable for any reason, it will not affect or make the remaining provisions in the Agreement unenforceable or invalid to the extent permitted by law. The failure by SheMax Canada to enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion, and any such waiver will not constitute a continuing waiver unless otherwise expressly provided. All waivers must be in writing. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

Disclaimer of warranty

Your use of the Sites and App are at your own risk. You understand and agree that the Sites and App are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, SheMax Canada makes no representations and disclaims all expressed and implied warranties, guarantees and conditions of any

kind, including without limitation, representations, warranties or conditions regarding accuracy, currency, availability, timeliness, completeness, non-infringement, uninterrupted or error-free operation, security, legality, suitability, merchantability, fitness for any particular purpose, or those arising by law, statute, usage of trade, or course of dealing. SheMax Canada assumes no responsibility to the user or any third party for the consequences of any errors, omissions or faults in the Sites and App.

SheMax Canada will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your use of the Sites or App. You also agree that SheMax Canada has no responsibility or liability for the deletion of, or the failure to store or to transmit, any content or communications maintained by the Sites or App. No advice or information, whether oral or written, obtained from SheMax Canada or through the Sites or App will create any warranty not expressly made herein.

From time to time, SheMax Canada may offer “test” features within the Sites and App. Such features are offered only for research and user experimental purposes only and may be modified or discontinued by SheMax Canada at any time. This *Disclaimer of Warranty* section applies to such features or tools.

Term and termination

This Agreement will commence on the date you access any one of the Sites and/or App and continues until terminated in accordance with the provisions of this Agreement. You may cease using the Sites and App at any time. SheMax Canada may cease providing you access to the Sites and App at any time without notice. SheMax Canada may terminate this Agreement immediately, and at any time, if you violate your obligations under this Agreement. Upon the termination of this Agreement for any reason, (a) the license granted to SheMax Canada in respect of the Personal Information you have provided to SheMax Canada will survive for so long as SheMax Canada is required by law to retain such information; (b) SheMax Canada will no longer provide and you will no longer use the Sites and App; and (c) SheMax Canada will be entitled to retain and use your Personal Information in accordance with the terms of this Agreement, SheMax Canada’s Privacy Policy, and applicable laws.

Arbitration

Except as expressly set out below, and unless applicable laws require otherwise, all disputes, controversies and claims arising under, out of, in connection with, or in relation to this Agreement, or any related matter (each, a “Dispute”) will be referred to and finally resolved by binding arbitration administered by the International Centre

for Dispute Resolution (ICDR) Canada in accordance with ICDR's Canadian Arbitration Rules.

Before you can commence any proceeding as to a Dispute, you must first give us an opportunity to resolve the Dispute by emailing with the following information:

- Your first and last name;
- Your address;
- A description of your claim in the Dispute; and
- A description of the relief you seek if the Dispute is not resolved within 45 business days of receiving your notification. If it is not resolved within 45 business days, you may pursue the Dispute in arbitration.

The arbitration will take place in Vancouver, BC, Canada and will be conducted in the English language. One arbitrator will be assigned to the Dispute. If ICDR Canada is not operative, the arbitration will proceed under the governance of Quebec. The arbitrator may award on an individual basis relief available in accordance with applicable law, and relief will only be awarded to the individual who is party to the Dispute.

Individuals who are not party to the Dispute will not receive relief. The award will be final and binding, except for any right of appeal provided by the ICDR, and may be entered in any court having jurisdiction over the individual for purposes of enforcement.

Unless applicable laws require otherwise, you have twelve (12) months after the date the Dispute between you and SheMax Canada arises to commence arbitration proceedings. After twelve (12) months, any and all proceedings by you regarding the Dispute will not be permitted and SheMax Canada shall be entitled to rely on this Agreement as evidence of the agreed to limitation period. Any shorter time limit to commence proceedings that is provided for by applicable law remains unaffected.

Notwithstanding the foregoing, SheMax Canada may commence legal proceedings against you in the courts of any jurisdiction for the purpose of seeking injunctive relief or other legal remedies.

Governing law

This Agreement is governed by and will be construed in accordance with the laws of the Province of Quebec, and any federal laws of Canada that may be applicable in Quebec. Should situations arise where international laws may be applicable or there be conflict with other jurisdictional laws, the governing law(s) will be applied. The International Sale of Goods Act Nations Convention on Contracts for the International Sale of Goods will not apply in any way to this Agreement or to the transactions contemplated by this Agreement.

Entire agreement

This Agreement constitutes the entire and only agreement between us and you, and supersedes any prior agreements, representations, warranties and understandings with respect to the Sites and App, the Content or services provided by the Sites and App, and the subject matter of this Agreement.

Enurement

All covenants, representations, warranties and agreements contained in the Agreement will be binding upon and will endure to the benefit of both SheMax Canada and you and any respective successors, permitted assigns, legal representatives, heirs and trustees.

Language

These Terms of Use and all related notices and other documents will be written in the English and French languages. Subject to applicable law, any non-English or French translation of these Terms of Use provided by SheMax Canada will be upon request only and for your convenience.