

## TERMS OF USE

(Last modified on December 2, 2021)

### 1. WELCOME, ACCEPTANCE, DEFINITIONS AND MODIFICATIONS

Welcome to the Cascades Fluff & Tuff website at <https://www.cascadesflufftuff.com> (the “Website”), which includes all subdomains and sub-pages present and future. We are delighted that you have chosen to visit and use the Website.

***By visiting or using the Website, or by clicking or tapping the acceptance button upon signing up for an Account, you hereby accept to be bound by these terms of use (“Terms of Use”) without any reservations, modifications, additions or deletions. If you do not agree to all the provisions contained in the Terms of Use, you are not authorized to use the Website. The Terms of Use are a legal and binding agreement between you and us.***

The Website is owned and operated by Cascades Tissue Group, a division of Cascades Canada ULC, an Alberta corporation located in Montreal, Canada with an office at 77 Marie-Victorin Boulevard, Candiac, Quebec, J5R 1C2. Where the present Terms of Use refer to “Cascades” they may refer to Cascades Tissue Group, a division of Cascades Canada ULC and / or its parent companies, affiliates and subsidiaries, and their respective shareholders, officers, directors, employees, agents, partners, principals, representatives, successors and assigns (collectively “Representatives”), depending on the context. Any reference to “we”, “our”, or “us” in these Terms of Use shall also refer to Cascades and / or its Representatives. In these Terms of Use, a Website visitor or user may be referred to as “you” or “your”. When a Website user has created an account on the Website (an “Account”) and is logged in, they may be referred to in these Terms of Use as a “Logged-in User”.

Additional definitions shall be made throughout these Terms of Use, but they will be recognizable as they will be capitalized, in bold, and in quotation marks. Additional definitions may also be found in the [Privacy Policy](#), and will have the same meaning in these Terms of Use as they do there. The definitions found in these Terms of Use shall also apply to the Privacy Policy.

Cascades reserves the right, at any time and without prior notice, to modify or replace any of the Terms of Use. Any changes to the Terms of Use can be found at this URL. It is your responsibility to check the Terms of Use periodically for changes. Your use of the Website following the posting of any changes to the Terms of Use constitutes acceptance of those changes. If there are any significant changes to the Terms of Use that materially affect your relationship with us, we will use commercially reasonable efforts to notify you by sending a notice to your email address if you have an Account, or by posting a prominent notice on the Website.

The Terms of Use should be read in conjunction with the [Privacy Policy](#), as both these documents govern your use of the Website.

### 2. CONTACTING US

If you have any questions about the Terms of Use, please contact:

Webmaster  
[webmestre@cascades.com](mailto:webmestre@cascades.com)

or:

Webmaster  
404 Marie-Victorin Blvd  
Kingsey Falls, QC  
Canada JOA 1B0

If you have any questions about the Website itself or Cascades Fluff & Tuff® generally, please [contact us](#), or call 1-800-567-1022.

### **3. GENERAL CODE OF CONDUCT FOR USE OF THE WEBSITE**

In addition to the more specific rules found elsewhere in these Terms of Use, by visiting and / or using the Website, you agree to:

- (i) Not use the Website in any manner that in any way violates these Terms of Use or any other applicable policy posted on the Website by Cascades;
- (ii) Not use the Website in any manner that violates any intellectual property rights of Cascades or any third party;
- (iii) Not use the Website in any manner to propagate spam, including but not limited to unsolicited advertising or bulk electronic mail or messages, including to link to a spam or phishing website;
- (iv) Not use the Website in any manner to propagate software virUse, Trojan horses, worms, or any other malicious or non-malicious computer code, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment in any form whether belonging to Cascades or a third party, or to damage or obtain unauthorized access to any system, data, or other information (whether personal information or not) of Cascades, other Website users, or any other third party;
- (v) Not: (1) take any action that imposes or may impose (as determined by Cascades in its sole discretion) an unreasonable or disproportionately large load on Cascades' (or its third party providers') infrastructures; (2) interfere or attempt to interfere with the proper functioning of the Website or any activities conducted through the Website; (3) bypass any measures Cascades may use to prevent or restrict access to the Website or any element thereof; (4) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Website; or (5) harvest or scrape any content from the Website;
- (vi) Not take any action or use any process that removes, modifies, disables, blocks, obscures or otherwise impairs any advertising or other promotions in connection with the Website;

- (vii) Not use the Website to in any way collect information (whether personal or not) of any third party or in violation of Cascades' Privacy Policy;
- (viii) Not interfere with any third party's use or enjoyment of the Website;
- (ix) Not do anything or encourage conduct that would constitute a criminal offense or give rise to civil liability, or in any way unlawful, illegal, fraudulent or harmful to any third party;
- (x) Not attempt to do any of the foregoing prohibitions; and
- (xi) Use the Website in good faith, and in compliance with all applicable local, provincial, state, national, and international laws.

#### **4. ACCOUNTS, PASSWORDS AND LOGGED-IN USERS**

##### **a. Accounts and Passwords**

In order to make purchases on the Website, you are required to create an Account. Accounts are free, and available to anyone who provides the requisite information (as described below), subject to the restrictions as outlined elsewhere in these Terms of Use.

As part of your Account registration, you will be asked to choose a password. It is your responsibility to create a password of sufficient strength that cannot easily be discovered by third parties. You are responsible for maintaining the confidentiality of your password, and are responsible for all activities that occur under your Account whether by you or any third party. You agree to immediately notify us of any unauthorized use of your Account or any other breach of security regarding your Account.

If you are a Logged-in User, it is strongly suggested that you log out of your Account at the end of every session, or not leave a logged-in Account unattended for any period of time. Cascades and its Representatives will not be held liable for any losses or damages, direct or indirect, pecuniary or non-pecuniary, resulting from your failure to log out at the end of the session, an unattended logged-in session, or a third party using the Website with your Account Information and accessing your Account through any means, and disclaims any responsibility in this regard.

Cascades reserves the right to terminate your Account, at its sole discretion, at any time and for any reason, including but not limited to whether you have violated the letter or spirit of the Terms of Use, as further described below in these Terms of Use.

##### **b. Age Requirements**

You must be 18 years of age or the age of majority in your province, state, territory or country, to sign up for an Account, and by signing up for an Account you represent and warrant that that is the case.

##### **c. Account Information**

The information required to create an Account is the following: your email address, and a username that you select. This information you submit as part of the sign-up process may be referred to in these Terms of Use or the Privacy Policy as "**Account Information**".

By submitting Account Information, you represent and warrant that the information is true and accurate to the best of your knowledge. In the event you submit false information, Cascades reserves the right to terminate your Account, at its sole discretion.

## 5. MAKING PURCHASES ON THE WEBSITE

Purchases on the Website are not currently available. When purchases become available, we will update this section of the Terms of Use accordingly.

## 6. PROPRIETARY RIGHTS AND USER CONTENT

### a. Intellectual Property Rights

You acknowledge that: (a) the Website contains proprietary and confidential information that is protected by applicable intellectual property and other laws, and (b) Cascades, its Representatives and/or third parties (via license) own all right, title and interest in and to the Website and content that may be presented or accessed through the Website (except for User Content as defined below), including without limitation all Intellectual Property Rights therein and thereto. All rights not specifically granted under these the Terms of Use are reserved to Cascades and its licensors. **“Intellectual Property Rights”** means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide, whether registered or not.

You agree that you will not, and will not allow any third party, to (i) copy, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from, the Website, or content that may be presented or accessed through the Website for any purpose, unless otherwise permitted by these Terms of Use or the functionalities of the Website; (ii) take any action to circumvent or defeat the security deployed or enforced by any functionality contained in the Website; or (iii) remove, obscure, or alter Cascades’ or any third party’s copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Website.

The content, arrangement and layout of the Website, including but not limited to the trademarks, photos, logos, videos, audio, images, text (in the form of plain text, HTML, or PDFs) and Computer Code are proprietary to Cascades, either owned or under license, and may not be copied, imitated, reproduced, displayed, distributed, transmitted, decompiled or otherwise used without the express permission of Cascades, or as permitted by the functionality of the Website or these Terms of Use. Any unauthorized use of the content, arrangement or layout of the Website, Computer Code, images, logos, videos, audio or trademarks found on or in the Website or any portion of or derivative works thereof may violate civil or criminal laws, including but not limited to intellectual property laws, and Cascades may take action accordingly.

The above paragraph further applies to third party property used as part of the Website, including but not limited to third party Computer Code. For the purposes of the present section, **“Computer Code”** includes but is not limited to source code in any programming language, object code, frameworks, CSS, PHP, JavaScript or similar files, templates, modules, or any similar files, and related documentation.

Cascades®, Cascades Fluff & Tuff® and various other Cascades brands marked with an ® on the Website are registered trademarks of Cascades.

#### **b. Submitted Information**

If you choose to communicate to Cascades (via any means) suggestions for improvements to the Website or Cascades' business generally (collectively, "**Feedback**"), Cascades shall own all right, title, and interest in and to the Feedback and will be entitled to use the Feedback without restriction. You hereby irrevocably assign all right, title and interest in and to the Feedback to Cascades and waive in favor of Cascades, its successors and assigns all your moral rights in the Feedback, and agree to provide Cascades such assistance as Cascades may require to document, perfect, and maintain Cascades' rights to the Feedback. You acknowledge and agree that, by providing any Feedback to Cascades, you are not entitled to any compensation or reimbursement of any kind from Cascades under any circumstances.

#### **c. User Content Policy**

As a Website visitor, you may use the Website to create and submit text, including but not limited to comments on blog posts and product pages, which will be visible to other Website visitors. In the future additional forms of content may be uploaded to the Website by you. All of the foregoing shall be deemed "**User Content**". By creating, submitting and / or uploading User Content, you agree to be bound by the Cascades policy for User Content as described in this section (the "**User Content Policy**").

When you submit User Content, you acknowledge and agree to the following:

- (i) User Content submitted or displayed by you does not violate any intellectual property right or other proprietary right of a third party. Without limiting the generality of the foregoing, you acknowledge that any User Content submitted or displayed is your own original works, or works for which you have been granted a valid license to reproduce or display. You affirm, represent and warrant that: (1) you own or have the necessary licenses, rights, consents, and permissions to use and authorize Cascades to use all Intellectual Property Rights and other proprietary rights in and to the User Content (or the individual constituent elements thereof) as set out herein; and (2) have all necessary consents to collect, use and disclose any personally identifiable information or images (of yourself or third parties) contained or displayed in the User Content to enable inclusion and use of the User Content in the manner contemplated by the Website and these Terms of Use;
- (ii) You retain all of your ownership rights in the User Content you submit or display. However, by submitting User Content to Cascades, you hereby grant Cascades a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use, edit, translate, reproduce, distribute, display, and / or perform and otherwise fully exploit the User Content in connection with the Website and / or Cascades' and its Representatives' business or activities, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels without any compensation to you. You understand and agree that Cascades may retain, but not display or distribute, server copies of User Content that have been removed or deleted;
- (iii) You also hereby waive any moral rights you may have in your User Content and grant other users of the Website a non-exclusive license to access your User Content, and to use, reproduce, distribute, display and / or perform such User Content as permitted through the functionality of the Website and under these Terms of Use;

- (iv) The licenses granted by you in the previous two paragraphs in regards the User Content are perpetual and irrevocable, and apply throughout the world and in any and all media as applicable;
- (v) You will not upload or display any User Content that is unlawful, such as User Content that is threatening, abusive, harassing, defamatory, libelous, fraudulent, invasive of another's privacy, or otherwise tortious. Furthermore, you will not upload or display any User Content that is racist, sexist, homophobic, or otherwise abusive or offensive to any minority or group; contains any adult content or political militancy; or upload or display any User Content that contains any virUse, mass mailing, chain mailing or any other form of spam;
- (vi) You will not include in User Content links to any third-party website that is a spam or phishing website, or to any Website that may violate any applicable law.

Where you are accessing or downloading User Content, you acknowledge that any use of User Content accessed or downloaded by you while using the Website is at your own risk and you will be solely responsible for any damage or loss to you or any third party arising therefrom, and Cascades disclaims any responsibility in this regard.

If you as a Website visitor believe that a user has posted User Content that violates the User Content Policy, please [contact us](#) so that we may conduct an inquiry. Cascades retains absolute discretion whether to remove or modify any User Content or take any other action pursuant to your report.

Depending on the nature of the User Content, User Content may or may not be edited, curated or otherwise modified or checked by Cascades prior to posting or display. Cascades reserves the right, in its sole discretion, to refuse to display any User Content, or to remove or modify immediately and without notice any User Content that violates the User Content Policy.

Cascades and its Representatives will not be held liable for any damages, pecuniary or otherwise, to you or any third party arising from your submission or use of, or reliance on, any User Content, whether it violates the User Content Policy or not, our removal or modification thereof, and disclaims any responsibility in this regard.

## **7. INTERRUPTION OF SERVICE**

From time to time the Website (or any portion thereof), may be unavailable for brief periods of time for maintenance and / or modifications to the Website. While we will endeavour to make this unavailability as brief as possible, Cascades and its Representatives shall not be held liable for any losses or damages, direct or indirect, pecuniary or non-pecuniary, resulting from the interruption of the normal functioning of the Website, and disclaims any responsibility thereto.

## **8. TERMINATION OF THE WEBSITE AND THE TERMS OF USE**

You agree that Cascades, in its sole discretion, with or without cause, has the right (but not the obligation) to block your IP address, withdraw your Account credentials or otherwise suspend or terminate your access to the Website (or any portion thereof), immediately and without notice, for any reason, including, without limitation, if Cascades believes that you have acted inconsistently with the letter or spirit of the Terms of Use or the [Privacy Policy](#), or have violated any other posted policy.

Cascades may also, in its sole discretion and at any time, discontinue providing the Website, or any portion thereof, with or without notice. You agree that Cascades shall not be liable to you or any third party for any losses or damages, pecuniary or non-pecuniary, resulting from termination of your access to the Website, or from Cascades' termination of the Website or any part thereof.

Termination of the Website or your access to the Website shall terminate the present Terms of Use as between you and Cascades. All provisions of these Terms of Use which by their nature should survive termination of these Terms of Use shall survive termination, including without limitation intellectual property provisions, disclaimers, indemnity and limitations of liability.

## **9. EXTERNAL LINKS**

### **a. General Provisions**

From time to time Cascades may provide links to other websites or online services. Links from the Website may take you to websites or services that are not covered by these Terms of Use and not owned by Cascades. When you access third-party resources on the Internet in this manner, you do so at your own risk. Cascades provides those links as a convenience to you and Cascades takes no responsibility for your use of those other websites or services or protection of your privacy (including collection of your personal information) on those other websites or services. We encourage you to check the terms of use and / or privacy policy of any website or service you visit. Cascades does not make any claim or warranty whatsoever about the content of those websites or services to which we link, or any products or services available through those websites (whether for free or for purchase) or the third parties operating those websites or services.

In no way will Cascades or its Representatives be held responsible for any damages, direct or indirect, pecuniary or non-pecuniary: (1) for your use of websites or other services that may be linked to from the Website or the information thereon; (2) for any virus, Trojan horse, worm or other similar destructive file received as a result of your use of those websites or services; (3) caused by or in connection with, use of or reliance on any content, or products or service (whether free or for purchase) available on or through any linked-to website or service; or (4) for the actions of the operators of any such website or service.

### **b. Google Maps**

The Website makes use of the Google Maps Platform in order to allow you to find points of sale of Cascades Fluff & Tuff® products close to you, and when you use the Website Google Maps may be opened from a link on the Website. Your use of Google Maps on the Website or on its own is subject to the current Google Maps/Google Earth additional terms of service at [https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html) and Google privacy policy at <https://policies.google.com/privacy>, which we encourage you to read.

## **10. DISCLAIMER OF WARRANTIES**

To the extent permitted by law, you expressly understand and agree that your use of the Website, the information or material thereon (whether provided by Cascades or third parties) or any activity arising from your use of the Website or the information thereon or the materials downloaded therefrom is at your sole risk. The Website, any materials downloaded therefrom, or any third party materials, are provided on an "as is" and "as available" basis, and you will be solely responsible for any damage to your

computer or device or loss of data that results from the download or access of any material obtained through the use of the Website or any other functionalities of the Website, or losses or damages (pecuniary or otherwise) resulting from (i) your use of the Website, the information thereon, any materials downloaded therefrom, or (ii) any activity arising from the use of the Website or the information thereon or any materials downloaded therefrom.

The information or resources provided on the Website, written or produced by Cascades staff, freelance writers or other subcontractors are known to be as accurate as possible at the time of writing or production, and every effort has been made to ensure that the information on the Website is as accurate and up-to-date as possible. However, certain information may change, and errors or omissions may occur, and Cascades and / or its Representatives shall not be responsible for any loss or damage, pecuniary or otherwise, resulting from changes or errors in information, or any omission, on the Website.

Cascades expressly disclaims all warranties of any kind, whether express or implied, including but not limited to: warranties of title and non-infringement; warranties that the Website, the information thereon or any materials downloaded therefrom, and any third-party materials will be uninterrupted, error-free, accurate, reliable and free from virus and other harmful components; and the implied warranties of merchantability and fitness for a particular purpose. Cascades and its Representatives do not warrant that: (i) the Website will be secure or available at any particular time or location; (ii) any defects or errors or omissions will be corrected; (iii) any content or software available at or through the Website is free of virus or other harmful components; (iv) functionalities of the Website will work equally in desktop and mobile environments; or (v) the results of using the Website, or any activity arising therefrom, or any content downloaded therefrom will meet your requirements.

## **11. LIMITATION OF LIABILITY**

To the extent permitted by law, Cascades shall not be liable and assumes no responsibility for any loss or damages whether pecuniary or otherwise arising from or relating to the information available through the Website or downloaded therefrom, the use of the Website, activities arising from your use of the Website, or any third-party materials on the Website or available through the Website.

To the maximum extent permitted by law, in no event will Cascades or its Representatives: (i) be liable for any indirect, incidental, extraordinary, consequential, special, punitive or exemplary damages (including, without limitation, loss of revenue or profits, lost or damaged data, loss of use, business interruption or any other pecuniary loss), arising out of or relating to the Website or your use, misuse or inability to use the Website, even if Cascades has been advised of the possibility of such damages. This limitation of liability will apply regardless of the form of action, whether in contract, warranty, tort, negligence, strict liability or under any other legal theory.

## **12. INDEMNITY**

Notwithstanding any other term of the Terms of Use or any act or failure to act by Cascades or its Representatives, you agree to indemnify, defend and hold harmless Cascades and its Representatives from and against any damages, liabilities, costs and expenses (including attorneys' fees), claims or demands, arising out of (i) your use of or connection to the Website or the information thereon or information or materials downloaded therefrom; (ii) your participation in any activities arising from the



Website, the information thereon or information or materials downloaded therefrom; (iii) your violation of, or failure to perform your obligations under the Terms of Use or the [Privacy Policy](#); or (iv) your violation of any rights of a third party.

### **13. GOVERNING LAWS AND JURISDICTION**

These Terms of Use, and your use of the Website shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada and the Federal laws of Canada applicable therein in force at the time without regard to conflict of law provisions.

You agree that any legal action or proceeding between you and Cascades shall be brought exclusively in the courts located in the Judicial District of Montreal, Canada. Notwithstanding the foregoing, Cascades shall have the right to bring action against you in courts of competent jurisdiction in the jurisdiction in which you reside or are located: (i) to seek injunctive relief against you; (ii) to obtain a judgment against you where a judgment by the Montreal court will, or may not be, enforced by the jurisdiction in which you reside or are located; or (iii) to enforce in your jurisdiction a judgment obtained against you in the Montreal court.

### **14. MISCELLANEOUS PROVISIONS**

- (i) The Terms of Use, and any and all policies and terms incorporated by reference therein, in conjunction with the [Privacy Policy](#), constitute the entire agreement between you and Cascades with respect to your use of the Website, superseding any prior agreements between you and Cascades, its Representatives or its predecessors.
- (ii) Cascades shall not be liable for any failure to perform its obligations under the present Terms of Use where such failure results from any cause beyond Cascades' reasonable control, including, but not limited to, mechanical, electronic or communications failure or degradation, or any force majeure event.
- (iii) If any provision of the Terms of Use or Privacy Policy is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use or Privacy Policy, as the case may be, shall remain in full force and effect.
- (iv) The failure of Cascades to exercise or enforce any right or provision of these Terms of Use does not constitute a waiver of such right or provision, which will still be available to Cascades.
- (v) The section titles in the Terms of Use and Privacy Policy are for convenience only and have no legal or contractual effect.
- (vi) The parties acknowledge having expressly required that these Terms of Use and the Privacy Policy are to be drawn up in the English language. *Les parties aux présentes reconnaissent avoir expressément exigé que les présentes Conditions d'utilisation et la Politique de confidentialité soient rédigées en anglais.*

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