

Terms of Use

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Cossette Digital Inc. ("Cossette," "Top Voice", "we," "us," "our") provides its services (described below) to you through its website located at www.topvoice.com (the "Site") and through its related mobile applications and services (collectively, such services, including any new features and applications, and the Site, the "Service(s)"), subject to the following Terms of Use (as amended from time to time, the "Terms of Use").

In addition, when using the Services, you will be subject to any additional terms applicable to such Services that may be posted on the Site from time to time, including, without limitation, the Privacy Policy located at <https://topvoice.com/privacy-policy>. All such terms are hereby incorporated by reference into these Terms of Use.

THE USE OF THE SERVICES OFFERED BY COSSETTE ARE CONDITIONAL TO YOUR ACCEPTANCE OF ALL THE TERMS AND CONDITIONS CONTAINED IN THESE TERMS OF USE. BY SUBSCRIBING, YOU ACCEPT TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE TERMS OF USE. IF YOU ARE NOT WILLING TO BE BOUND BY THIS USER AGREEMENT, YOU ARE NOT AUTHORIZED TO SUBSCRIBE NOR USE ANY OF THE SERVICES AND YOU MUST CANCEL THE SUBSCRIPTION PROCESS BY CLOSING YOUR WEB BROWSER OR NAVIGATING AWAY FROM THIS PAGE.

Service

Services Description

The Service is designed to analyze social media information and interactions relating to different brand to measure your influence (your "Top Voice Ambassador Score(s)").

Modifications to the Service and Top Voice Ambassador Score(s)

We use proprietary algorithms to analyze information available from social media networks such as Facebook and third party services ("Social Media Services") and then display your Top Voice Ambassador Score(s) on our Service. We continuously work towards improving our algorithms to more accurately reflect your social influence and to accommodate new Social Media Services. Accordingly, we reserve the right at any time, with or without notice to you, to (a) modify our algorithms, and (b) modify or discontinue, temporarily or permanently, the Service (or any part thereof). You acknowledge that such modifications to our algorithms may result in changes to your Top Voice Ambassador Score(s) including lowering your Top Voice Ambassador Score(s), although generally new features or services will increase it. You agree that we will not be liable to you or to any third party for any modification of our algorithms or Top Voice Ambassador Score(s), or any modification, suspension or discontinuance of the Service.

Subscription

You may be required to subscribe to Top Voice in order to access and use certain features of the Service such as receiving statements of your Top Voice Ambassador Score(s) and to qualify for

prizes. If you choose to subscribe for the Service (either through the Site or through a social network service such as Facebook), you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's subscription form. If such information is or becomes incorrect you have the right and obligation to modify it at all times. Your email address is required in order to be able to contact you, to receive statements of your Top Voice Ambassador Score(s) and provide you information about Top Voice or third party partners' ("Partners") services that we believe may be of interest to you. Your email address will also be required from our Partners in the event you win a prize. Subscription data and certain other information about you are governed by our Privacy Policy. IF YOU ARE UNDER 13 YEARS OF AGE, YOU ARE NOT AUTHORIZED TO USE THE SERVICE AND ARE PROHIBITED FROM SUBSCRIBING.. IF YOU ARE UNDER 18 YEARS OLD, YOU MAY USE THE SERVICE, WITH OR WITHOUT SUBSCRIBING, ONLY WITH THE APPROVAL OF YOUR PARENT OR GUARDIAN.

Opting Out

You can choose to opt-out at any time from our Service by doing so through the Facebook page tab.

General Practices Regarding Use and Storage

You acknowledge that we may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that Top Voice Ambassador Score(s), data or other content will be retained by the Service and the maximum storage space that will be allotted on Cossette's servers on your behalf. You agree that Cossette has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that Cossette reserves the right to decrease your Top Voice Ambassador Score(s) to 0 if your account is inactive (generally over 60 days). If you start using your account again your information will be updated and your Top Voice Ambassador Score(s) will be adjusted accordingly. You further acknowledge that Cossette may terminate your account if it is inactive for an extended period of time (generally over 90 days). You further acknowledge that Cossette reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

You acknowledge and agree that Cossette may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Use; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Cossette, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Conditions of Use

Social Media Services

To use the Services, you may be required to enable or log into the Service via Social Media Services. By logging in or directly integrating these Social Media Services into the Service, we increase the accuracy of your Top Voice Ambassador Score(s) and make your online experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for or log into Social Media Services on the websites of their respective providers (you will provide your login information, like your password, directly to such Social Media Service, and not to Top Voice). As part of such integration, Social Media Services will provide us with access to certain information that you have provided to such Social Media Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating these Social Media Services and Top Voice's use, storage and disclosure of information related to you and your use of such services within Top Voice, please see our Privacy Policy at <https://topvoice.com/privacy-policy>. However, please remember that the manner in which Social Media Services use, store and disclose your information is governed solely by the policies of such third parties, and Cossette shall have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within the Service.

IN ADDITION, COSSETTE IS NOT RESPONSIBLE FOR THE ACCURACY, AVAILABILITY OR RELIABILITY OF ANY INFORMATION, DATA, CONTENT, GOODS, OPINIONS, ADVICE OR STATEMENTS MADE AVAILABLE IN CONNECTION WITH SOCIAL MEDIA SERVICES. AS SUCH, COSSETTE IS NOT LIABLE FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH SOCIAL MEDIA SERVICES. THE INTEGRATION OR INCLUSION OF SUCH FEATURES DOES NOT IMPLY AN ENDORSEMENT OR RECOMMENDATION OF ANY PARTICULAR SOCIAL MEDIA SERVICE. IMAGES AND COMMENTS YOU POST DO NOT REPRESENT THE VIEWS OF COSSETTE.

Mobile Services – [not yet available]

The Service includes certain services that are available via a mobile device, including (i) the ability to browse the Service and the Site from a mobile device and (ii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Top Voice and other entities by notifications, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us.

Commercial Use

Unless otherwise expressly authorized by us or within the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service or access to the Service. Unless otherwise expressly agreed by us, the Service is for your personal use only.

Prizes

Partners might offer discounts, rewards and prizes ("Prizes") through their site based on your Top Voice Ambassador Score(s). You may be receiving Prizes because you are influential and have authority about topics related to the Prizes. You are welcome to tell the world you love the Prize, you dislike the Prize, or say nothing at all. You must be 18 or older to qualify for Prizes. In order to determine whether you qualify for Prizes, we will provide our Partners with your Top Voice Ambassador Score(s) and contact information. Cossette has no control over its Partners, their sites or Prizes and Cossette is not responsible for and does not endorse such Partners, their sites and Prizes. YOU FURTHER ACKNOWLEDGE AND AGREE THAT COSSETTE WILL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY PRIZES, CONTENT, EVENTS, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH SITE. ANY DEALINGS YOU HAVE WITH THIRD PARTIES FOUND WHILE USING THE SERVICE ARE BETWEEN YOU AND THE THIRD PARTY, AND YOU AGREE THAT COSSETTE IS NOT LIABLE FOR ANY LOSS OR CLAIM THAT YOU MAY HAVE AGAINST ANY SUCH THIRD PARTY.

Intellectual Property Rights

Service Content, Software and Trademarks

You acknowledge and agree that the Service may contain content ("Service Content") that is protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by us, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith (for example, mobile applications, badges and other widgets) is the property of Cossette, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Cossette.

The Top Voice name and logos are trademarks and service marks of Cossette (collectively the "Cossette Trademarks"). Other products, service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Cossette. Nothing in this Terms of Use or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Cossette Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Cossette Trademarks will inure to our exclusive benefit.

Indemnity and Release

You agree to release, indemnify and hold Cossette and its affiliates and their officers, employees, directors and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any user content, your connection to the Service, your violation of these Terms of Use or your violation of any rights of another.

Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COSSETTE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

COSSETTE MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRIZES, PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COSSETTE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED

ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

Termination

You agree that Cossette, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard your Top Voice Ambassador Score(s) or any content within the Service, for any reason, including, without limitation, for lack of use or if Cossette believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service may be referred to appropriate law enforcement authorities. Cossette may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Use may be effected without prior notice, and acknowledge and agree that Cossette may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Cossette will not be liable to you or any third party for any termination of your access to the Service.

General

These Terms of Use constitute the entire agreement between you and Cossette and govern your use of the Service, superseding any prior agreements between you and Cossette with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software (including without limitation Social Media Services). These Terms of Use will be governed by the laws of the province of Quebec and the laws of Canada applicable thereto. With respect to any disputes or claims, you and Cossette agree to submit to the exclusive jurisdiction of the courts of the province of Quebec, in Montreal. The failure of Cossette to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Use or other matters by displaying notices or links to notices generally on the Service.

Changes to Terms of Use

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Use upon prior written notice of thirty (30) days by email to you. If we do this, we will post the changes to these Terms of Use on this page and on the Site and will indicate at the top of this page the date these terms were last updated. Your continued use of the Service after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, do not use or access (or continue to use or access) the Service.

Questions? Concerns? Suggestions?

Please contact us at support@topvoice.com or Cossette Digital Inc. attn: Top Voice, 2100, Drummond, Montreal Quebec, Canada, H3G 1X1 Fax: ● to report any violations of these Terms of Use or to ask any questions regarding these Terms of Use or the Service.