

Website Terms and Conditions

LAST UPDATE: AUGUST 2023

GENERAL

Le Belvoir Inc. and its group of companies (“**Le Belvoir Inc.**”, “**we**”, “**us**” or “**our**”) maintains the website manoirdavis.com (the “**Website**”) in order to provide, whether directly or indirectly through integrated service providers, booking services and certain information to its users (“**you**” or “**your**”) regarding its buildings, products and services.

Your access and use of the Website and the messages, information, data, text, graphics, images, photographs, illustrations, software or other content available through the Website (collectively, the “**Content**”) is subject to **these website terms and conditions which constitute a binding legal agreement between you and Le Belvoir Inc.** (the “**Terms and Conditions**”), as well as all applicable laws. By accessing and browsing the Website, you accept, without limitation or qualification, these Terms and Conditions. If you do not agree to abide by these Terms and Conditions, please immediately refrain from accessing or using the Website and its Content and delete any Content downloaded from the Website.

If you wish to access the French version of these Terms and Conditions, please click here. *Si vous souhaitez accéder à la version française des Conditions générales, [veuillez cliquer ici.](#)*

If you have questions about any of these Terms and Conditions, please contact us at belvoir@manoirs.ca or at (514) 224-2504 We are here to help!

DISCLAIMERS AND LIMITATION OF LIABILITY

(This Section 2 does not apply to Quebec consumers)

While Le Belvoir Inc. strives to include up-to-date and accurate information on the Website, the Website and the Content are provided on an “AS IS” and as available basis, and any access to, use of, modification to or reliance on the Website and the Content shall be at your sole risk. Le Belvoir Inc. and its partners, licensors, agents, content providers, service providers, employees, officers, directors or representatives (“**Le Belvoir Inc. Representatives**”) in no way warrant the accuracy of such information, nor do Le Belvoir Inc. or

Le Belvoir Inc. Representatives assume any liability or responsibility for any errors or omissions contained on the Website, as Le Belvoir Inc. and Le Belvoir Inc. Representatives cannot and do not guarantee and do not make any, and expressly disclaim, all representations, warranties, covenants and conditions, express or implied, by operation of law or otherwise, with respect to the Website or Content, including: (i) any implied warranties and conditions of merchantability, merchantable quality, or fitness for any particular purpose, or non-infringement, or any implied representations or warranties arising out of course of performance, course of dealing or usage of trade; (ii) that the Website or Content will meet your (or your organization or company's) requirements or will be compatible with your or your organization or company's) computer or related equipment, photograph equipment or software; (iii) that the Website or Content is accurate, valid, reliable, authentic, current, or complete; (iv) that the Website will continue to operate, operate without interruptions or be error-free; or (v) that your browsing of materials displayed on the Website will not infringe rights of third parties not owned by Le Belvoir Inc..

Your browsing of the Website is done at your own risk. Neither Le Belvoir Inc. nor any other party (including Le Belvoir Inc. Representatives) involved in creating, producing, or delivering the Website shall be liable for any loss or damage whatsoever (including direct, incidental, consequential, indirect, exemplary, special, or punitive damages) arising out of, or in connection to, your access to, or use of, or any inconvenience, delay of access or use to, the Website, the Content, the User Modifications, any content of any linked website, or failure of such sites (including damages suffered as a result of omissions or inaccuracies in such Website or content, or the transmission of confidential or sensitive information to or from such sites), even if Le Belvoir Inc. or Le Belvoir Inc. Representatives have been advised of the possibility of such damages or loss or if such damage or loss was foreseeable.

CHANGES TO THESE TERMS; CHANGES TO WEBSITE

Le Belvoir Inc. may at any time revise these Terms and Conditions. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms and Conditions. If any term, condition or any change to the Terms and Conditions is not acceptable to you, you must discontinue its use of the Website immediately. Your continued use of the Website after any such changes are posted will constitute acceptance of those changes. The Terms and Conditions apply exclusively to your use of the Website and do not alter the terms or conditions of any other agreement you may have with Le Belvoir Inc..

Le Belvoir Inc. may, at any time without notice or liability, and for any reason whatsoever, terminate, change, suspend or discontinue any aspect of the Website. Le Belvoir Inc. reserves the right, in its sole discretion, to correct

any errors or omissions in any portion of the Website at any time without notice, but confirms that it has no duty to do so. Le Belvoir Inc. and its service providers will also have the right to terminate your use of the Website as set out below under the heading “Termination of Use” below.

COMMUNICATIONS

Subject to any applicable law (and, in the case of personal information, the requirements of the Privacy Policy (as defined below at Section 9) and the terms of any other agreements entered into with Le Belvoir Inc., any communications sent by you via the Website or via email, whether solicited by Le Belvoir Inc. or otherwise, are on a non-confidential basis, and Le Belvoir Inc. shall be free to use and disclose the content of any such communication, including any ideas, inventions, concepts or know-how disclosed therein, for any purpose including developing, manufacturing and/or marketing goods and services. You agree to not assert any ownership right of any kind in such communications (including copyright, trade-mark, patent, unfair competition, moral rights, or implied contract) and you hereby waive such moral rights in favour of Le Belvoir Inc. as well as the right to receive any financial or other consideration in connection with such communication.

All information that you provide through the Website or in connection with any material submitted, must be true, accurate, current and complete, and where applicable, must be updated by you promptly upon the occurrence of any change in such information.

Any booking of Le Belvoir Inc.’s buildings, cottages, and other products and services shall be subject to our Booking Terms and Conditions and Refund Policy. No other contractual terms or conditions communicated by you via the Website shall form part of the contract for the purchase or provision of products and services unless expressly incorporated therein.

PERMITTED USES

You are granted a non-exclusive, non-transferable, non-sub-licensable, revocable, limited license to copy, download, display on your computer, print, and use the Content only for informational purposes and solely for: (a) your own personal use; or (b) your organization’s or company’s internal use. Except as provided herein, no other use is permitted.

All rights not expressly granted under these Terms and Conditions are reserved to Le Belvoir Inc..

RESTRICTED USES

You shall not:

include any Content in or with any product or service that you or others affiliated or related to you put out;

copy any Content onto your own or any other website, web page or application;

use the Website in any manner that could damage, disable, overburden, impair, interfere with the security of, negatively affect the functioning of, or otherwise abuse, the Website's system resources, accounts, servers, networks, affiliated or linked sites, connected to or accessible through the Website (including uploading, posting or otherwise transmitting on the Website computer viruses, Trojan horses, worms or other files or computer programs which are potentially harmful, disruptive or destructive or that may impose an unreasonable or disproportionately large load on the Website's infrastructure; or using any robot, spider or other automatic program or device, or manual process to monitor, copy, summarize, or otherwise extract information from the Website or the Content in whole or in part);

use the Website or the Content in any manner that infringes upon the legal rights of any other person (including privacy and personality rights, copyright, moral rights, and other intellectual property rights), that is unlawful, that violates any right of Le Belvoir Inc., its partners, licensors, content providers, service providers or contractors, that is prohibited in the Terms and Conditions (including by accessing the Web Sites from any location where such access may be illegal or prohibited), that is unethical, indecent, offensive, defamatory, derogatory, fraudulent, deceptive, harmful, abusive, threatening, vulgar, profane, pornographic, obscene, sexually explicit, sexist, racist, hateful, offensive, harassing, invasive of the privacy rights of others, that is otherwise objectionable or which does not respect the legal rights and interests of others;

use the Website, the Content in any data matching or data mining, including the collection or use of information about other users or distributors (including their e-mail addresses) without their consent;

post or submit any materials to the Website which would violate any of the restrictions set out in these Terms and Conditions;

use the Website for commercial purposes or activities, except for offering to enter into commercial transactions with Le Belvoir Inc.;

use the Website in any manner that may: (i) dilute or depreciate the name and reputation of Le Belvoir Inc., any Marks (as defined herein), partners, licensors, content providers, service providers or contractors thereof, as applicable; (ii) interfere with any other persons' use and enjoyment of the Web Sites or of the Internet generally; (iii) result in the circumvention or breach of any user authentication, password, security or control measures regarding the Website or any other internet resource or computer system; (iv) conceal or misrepresent the author or origin of any messages or communication, or that impersonate any person, or that falsely state or otherwise misrepresent an affiliation with any other person, including any Le Belvoir Inc. Representative; or (v) disclose images of any person or private information about any person (such as names, telephone numbers, e-mail addresses, postal addresses, social insurance or other security number) without that person's permission;

without the prior written authorization of Le Belvoir Inc., "mirror" any Content on any other server; and

cause, permit or encourage any person or entity to do any of the foregoing.

PROPRIETARY INFORMATION

You agree that all Content is protected by copyright (either registered or arising at common law or under the applicable civil law) and owned or controlled by Le Belvoir Inc.. You shall acknowledge the source of any Content used by you in accordance with the Terms and Conditions.

Any unauthorized copying, redistribution, reproduction or modification of the Website or the Content by any person may be a violation of trade-mark and/or copyright laws and could subject such person to legal action. You agree to comply with all copyright laws worldwide in your use of the Website and the Content and to prevent any unauthorized copying of the Content.

Certain names, words, titles, phrases, logos, icons, graphics or designs in the Website, including without limitation Le Belvoir Inc., the Le Belvoir Inc. logo, constitute trade-marks, trade-names, trade dress and/or associated products and services of Le Belvoir Inc., its partners, any licensor, content provider, service provider or contractor of Le Belvoir Inc. or any other third

party (collectively the “**Marks**”) and may be protected in Canada or elsewhere and their display on the Website does not convey or create any licence or other rights in the Marks. Any use of any of the Marks, in whole or in part, that are accessible via the Website without prior written authorization of Le Belvoir Inc. or such third party is strictly prohibited. You may not register domain names that correspond to the Marks.

LINKED WEBSITE AND FRAMING

Certain links on the Website may take you to another Website. Le Belvoir Inc. provides these links only as a convenience. Le Belvoir Inc. is not responsible for the content of any such linked pages. Le Belvoir Inc. makes no representation or warranty regarding, and does not endorse or approve, any linked Website, the information appearing thereon or any of the products or services described. Should you leave the Website via a link contained herein, and view content that is not provided by or on behalf of Le Belvoir Inc., you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses and other destructive elements.

You are granted a limited, non-exclusive right to create a hyperlink to the Website. You agree that if you link another Website to the Website, such other Website shall not (a) create frames around any part of the Website or use other techniques that alter the visual presentation of the Website; (b) imply that Le Belvoir Inc. is endorsing you or any other person (including your organization or company), or you or such other person’s products or services; (c) without the prior written consent of Le Belvoir Inc., imply an affiliation between you or any other person, or you or such other person’s products or services and Le Belvoir Inc.; (d) misrepresent the relationship of you or any other person with Le Belvoir Inc. or present false, misleading, derogatory, defamatory or otherwise damaging information or impressions about Le Belvoir Inc. or any of its products or services; or (e) contain materials that may be interpreted as distasteful, harmful, offensive, or inaccurate, or are otherwise in breach of the Terms and Conditions (including Section 6 (Restricted Uses)).

PRIVACY

Le Belvoir Inc. respects your right to privacy. All information that Le Belvoir Inc. may process via the Website, including your personal information, during your visit to the Website, is subject to Le Belvoir Inc.’s Privacy Policy, which can be accessed and viewed by clicking here (the “**Privacy Policy**”).

JURISDICTION

The Website is hosted on servers residing in the United States and the Website is controlled by Le Belvoir Inc. from the Province of Quebec,

Canada. By accessing the Website, you agree that this agreement is formed in the Province of Quebec, Canada, and that all matters relating hereto shall be governed by the laws applicable in the Province of Quebec, without regard to the conflicts of laws principals thereof.

Any dispute between Le Belvoir Inc. and you or any other person arising from, in connection with or relating to the Website, Content, Terms and Conditions, any transaction through the Website, or any related matter must be resolved before the Courts of the Province of Quebec, Canada sitting in the City of Montreal (the "**Courts**"), and you hereby irrevocably submit and attorn to the exclusive jurisdiction of those Courts in respect of any such dispute.

TERMINATION OF USE

If you breach any provision of the Terms and Conditions, then you may no longer use the Website or the applicable Content that is made available through the Website. Le Belvoir Inc., in its discretion, shall determine whether the Terms and Conditions have been violated.