



Terms of Use

All services and information made available by Cogir Management Corporation (hereinafter called "Cogir") via cogir.net are covered by the terms and conditions described below. By registering for and using the Cogir site, you agree to abide by these terms and conditions.

Cogir reserves the right to change the terms and conditions at any time without advance notice.

Any use of the masculine gender on Cogir.net is for the sole purpose of brevity; it is not, in any way, intended to be discriminatory.

1. Description of services

Cogir currently provides users with online rental information and application processes, payment systems and general information regarding Cogir business (hereinafter called "the Service"). Any new feature will be subject to the Terms of Use in effect for this site.

You alone are responsible for paying the costs associated with use of the Service, such as internet connection charges or fees charged for connecting to networks that provide access to Internet content. As well, you are responsible for acquiring equipment needed for such connections.

2. User Identification

You are not required to identify yourself when making use of the Service, except when such identifying information is required to access the site's transactional tools.

3. Protection of personal information

Cogir is intensely aware of the need to protect your security and privacy, particularly in regard to any information you provide to Cogir while making use of the service.

Please refer to the site's *Privacy Policy* for details about Cogir's practices in this area.

4. User ID, passwords and security

When you register for the Service, you must choose a user ID and password that will enable you to access the Service.

You alone are responsible for protecting the confidentiality of your user ID and passwords as well as the confidentiality of any actions undertaken in regard to the identification or password authentication process.

You are responsible for immediately notifying Cogir about any unauthorized use of your user ID and passwords and any other security breach, as well as for taking every possible precaution to ensure that you use the Service under optimal security conditions.

Cogir is in no way liable for any loss or damage arising from a failure to comply with the requirements described in this Section 4.

5. Restrictions on use of content

It is prohibited to reproduce by any means whatsoever, the information, data, text, software, music, sounds, photos, images, logos, videos, communications and other materials (collectively called the "Content") included with the Service.

6. Links to outside Web sites

The Service or third parties may include links to other Web sites or Internet sources. Since it has no control over these outside site and sources, Cogir is not responsible for their availability, nor can it assume any responsibility for the content, links, advertising, products, services or other materials made available by or through such external site or sources. Furthermore, Cogir is not liable for any loss or damage, caused or alleged to be caused by, or arising in connection with, the use of or reliance on Content, products and services made available on these outside sites or sources.

7. Changes made to the Service

Cogir reserves the right at any time to change, temporarily suspend or terminate the Service in whole or in part without informing you in advance. In no event will Cogir be liable to you or to any third party for a modification, suspension or termination of the Service.

8. Termination

Cogir reserves the right to terminate access privileges in whole or in part relating to your ID and passwords and to even delete your ID and passwords.

In no event will Cogir be liable to you or to any third party for the termination of your Service access.

9. Cogir and intellectual property

The Service and any software or applications used in connection with the Service ("Software and Applications") may contain confidential information protected by existing intellectual property law or other legislation.

Unless expressly authorized by Cogir, it is prohibited to:

- a. copy, alter, borrow, sell, distribute or create derivative works based in whole or in part on the Service or related Software and Applications
- b. reverse engineer, disassemble or otherwise attempt to locate the source code (except as provided for by law) or to sell, assign, sub-license or transfer in any way the rights attached to the Software and Applications
- c. modify the Software and Applications in any way or to use modified versions of the Software and Applications in order to gain unauthorized access to the Service or for other purposes not limited to this
- d. access the Service by any means other than the interface provided to you by Cogir for this purpose

10. Warranties

- a. The Service is provided to you and is accessible to you based on its availability. Cogir makes no warranties, either express or implied, including but not limited to warranties as to the quality of the Service or its fitness for a particular purpose or as to the non-infringement of the Service's Terms of Use by users.
- b. More specifically, Cogir does not warrant that:
 - i. the Service will operate without interruption or error or in a secure and timely manner
 - ii. results obtained using the Service will be accurate and reliable
 - iii. the quality of any product, service, information or other materials purchased or obtained by you in connection with the Service will meet your expectations
 - iv. defects in the Software and Applications, if any will be rectified
- c. You alone will be responsible for any damage sustained by your computer or any loss of data that may result when downloading material
- d. No advice or information, whether oral or written, obtained by you from Cogir or in the course of using the Service may be construed as creating any warranty not expressly stipulated in the site's Terms of Use.

11. Limitation of liability

To the fullest extent possible pursuant to applicable law, Cogir will in no way be liable for any direct or indirect damage, including without limitation the loss of profits, customers or data, or other loss of intangible assets, even if Cogir has been advised about the possibility of such damage, that may arise:

- a. from the use or inability to use the Service
- b. following unauthorized access to the Service by a user or following a change in transmissions or your database
- c. from the actions or conduct of a third party in the course of using the Service

12. Copyrights and trademarks

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transmit, or modify the information on this Web site for commercial purposes without the written authorization of Cogir, or make public use thereof without crediting the source.

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13. Miscellaneous

The Service Terms of Use represent the entire agreement between Cogir and you with regard to use of the Service and they supersede any prior agreement between you and Cogir concerning the use of this Service.