

# **TERMS OF USE**



# **TERMS OF USE**

Last update : March 16, 2023

| 1. ACCEPTANCE AND REVISIONS                              | 3 |
|--|---|
| 2. PRIVACY POLICY, ADDITIONAL TERMS AND ENTIRE AGREEMENT | 3 |
| 3. USE AND LIMITATIONS ON USE                            | 3 |
| 4. VIRTUAL GIFT CARDS                                    | 4 |
| 5. ACCOUNT, SECURITY AND PHISHING                        | 5 |
| 6. INTELLECTUAL PROPERTY                                 | 5 |
| 7. DISCLAIMER AND LIMITATION OF LIABILITY                | 6 |
| 8. INDEMNIFICATION                                       | 6 |
| 9. LINKS   |   |
| 10. THIRD PARTY LICENSES AND TERMS OF USE                |   |
| 11. TERMINATION  | 7 |
| 12. GENERAL  | 7 |



Dollarama Inc., in conjunction with its affiliates (collectively, "**Dollarama**" and hereinafter also referred to as "**we**" or "**us**"), provides you access to Dollarama's website (<u>www.dollarama.com</u>), Dollarama's mobile application, and all other sites, applications and portals operated by or on behalf of Dollarama (collectively, the "**Sites**") subject to your compliance with these terms and conditions of use (the "**Terms of Use**"). Please read the Terms of Use carefully as they set out your legal obligations, rights and remedies with respect to your use of the Sites.

# **1. ACCEPTANCE AND REVISIONS**

By downloading, accessing and/or using the Sites, you agree on your own behalf, and on behalf of anyone on whose behalf you act, and you represent and warrant that you have the legal authority to accept and abide, and be contractually bound, by the Terms of Use for each use of and access to the Sites.

The Terms of Use are current as of the date which appears at the top of this page. Dollarama reserves the right to update the Terms of Use at any time without prior notice and it is your responsibility to review the Terms of Use periodically. Your continuous use of the Sites constitutes your formal acceptance of the Terms of Use in effect at the time of such use. If you do not agree to abide by the Terms of Use, you should not download, access or use the Sites and you should uninstall the Sites from your personal devices (as applicable).

# 2. PRIVACY POLICY, ADDITIONAL TERMS AND ENTIRE AGREEMENT

Dollarama has established a privacy policy which governs its collection, use and disclosure of your personal information (the "**Privacy Policy**"). Please carefully review the Privacy Policy accessible on the Sites. By using the Sites, you are consenting to the terms of the Privacy Policy.

Additional terms may apply to your use of specific portions or features of the Sites (the "Additional Terms"), including but not limited to your purchases made via the Sites. Such Additional Terms are incorporated by reference into the Terms of Use. Please carefully review the Additional Terms prior to using the applicable portions or features of the Sites. If there is a conflict between the Terms of Use and the Additional Terms, the latter terms shall prevail.

The Terms of Use, the Privacy Policy and the Additional Terms (if applicable) shall constitute the entire agreement between Dollarama and you regarding the subject matter hereof and shall supersede and replace any representation, statement or other communication (whether written or otherwise) made previously by you or us which is not contained herein.

# 3. USE AND LIMITATIONS ON USE

As long as you strictly comply with and accept the Terms of Use, Dollarama allows you to access the Sites and make electronic or hard copies of any of the pages of the Sites, provided that such copying or printing is for your personal non-commercial informational and lawful use, and provided that such copies clearly display the copyright, trademark and any other proprietary notices of Dollarama and that you do not modify any content. Please note that specific portions or features of the Sites are reserved for use in Canada only.

You agree: a) not to use the Sites in any manner which could damage, disable, overburden or impair the Sites; b) not to interfere with or test the security of, or otherwise abuse, the Sites, or any services, system resources, accounts, servers or networks connected to or accessible through the Sites; c) not to disrupt or interfere with any other person's use of the Sites (including logging into a server or account which you are not authorized to access) and not pretend to be, represent or impersonate any other individual or entity; d) not to use the Sites in any manner that infringes upon the legal rights of any other persons (including privacy



rights and intellectual property rights); e) not to copy, transmit, distribute, display, publish, transfer, sell, exploit in any way, modify, mirror, imitate, create derivative works or otherwise reproduce the Sites or any of its content, including Dollarama's intellectual property (except when the express written authorization of Dollarama is granted); f) not to use the Sites (including the posting or uploading of materials) in a manner that is inappropriate, defamatory, discriminatory or otherwise objectionable or offensive; g) not to use the Sites in a manner that may dilute or depreciate the name or reputation of Dollarama; h) not to use data mining, hacking, automated tools or other data gathering and extraction methods, directly or indirectly, to collect information from the Sites or from any user of the Sites; and i) not to upload, post or otherwise transmit on the Sites any viruses or other harmful, disruptive or destructive files or computer programs. You agree that you will comply with all applicable laws that relate to your use of or activities on the Sites. DOLLARAMA EXPRESSLY PROHIBITS ANY UNAUTHORIZED THIRD PARTY LINKING TO THE SITES.

If you choose to upload, post or share content, material, feedback, suggestions and ideas (collectively, "**Feedback**") on the Sites, by email or by telephone, you represent and warrant that you own or otherwise control all the rights to the Feedback and that said Feedback complies with the Terms of Use. You remain solely responsible for the Feedback. In addition, you acknowledge that by uploading, posting or sharing Feedback with Dollarama, you are granting a perpetual, unrestricted, irrevocable, royalty-free and transferable licence for Dollarama to use the Feedback for any purpose whatsoever and without any compensation or liability to you. Therefore, you should not upload, post or share Feedback if you consider such Feedback to be confidential or if you do not want or do not have the authority to licence the Feedback to Dollarama.

The content of the Sites is for your general informational purposes only. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. While Dollarama endeavours to make reasonable efforts to maintain the Sites up-to-date, Dollarama does not represent or warrant that their content is accurate, complete, reliable, current or error-free. Any reliance you may place on the information on the Sites is at your own risk and Dollarama may suspend or terminate operation of the Sites at any time at its sole discretion.

The Sites shall only be used by adults. If you are a minor, you must be supervised by your parent or tutor to use the Sites. If you are a parent or tutor supervising a minor, you acknowledge that you are responsible for the minor's use of the Sites.

## 4. VIRTUAL GIFT CARDS

You may purchase virtual gift cards ("**Gift Cards**") on Dollarama's mobile application for your personal use or to be sent via email to others ("**Recipients**"). You are responsible to verify the accuracy and validity of the Recipient's email. Dollarama reserves the right to limit the number of Gift Cards you may purchase. Dollarama accepts credit card payment for the Gift Cards and such payment is processed through Dollarama's payment solution provider. You represent and warrant that you are authorized to use the credit card and that all of the billing information you provide is truthful and accurate. By confirming your purchase of the Gift Cards, you agree to accept and pay for same. All payments are subject to validation checks and authorization by the card issuer. Once the payment has been accepted, the Gift Card will be activated and the ownership and risk of loss will be transferred to you or the Recipient, as applicable.

If you are purchasing a Gift Card, you will be required to consent to the disclosure of your personal information to Dollarama's third-party fraud prevention services provider, Riskified Inc. ("**Riskified**"). The personal information disclosed will include your name, address, email, order amount, and partial payment card information ("**Riskified Customer Data**"). The Riskified Customer Data will be incorporated into Riskified's fraud prevention services that will be provided to (a) Dollarama, (b) Riskified and its affiliates (c) and Riskified's other clients. Riskified and its affiliates will use the Riskified Customer Data to provide fraud



prevention services and will not disclose Riskified Customer Data to other clients. For more information about what personal information will be disclosed to Riskified and how it will be used, please see the Privacy Policy, available in the Legal Matters Section of our website at <u>www.dollarama.com</u>

The balance of a Gift Card is redeemable for goods in all Dollarama stores across Canada. The Gift Card can be used through Dollarama's mobile application, certain virtual wallet applications or by presenting a printed or electronic copy of same. The balance of a Gift Card is not redeemable for cash or refundable, except as required by law. To find out the balance of your Gift Card, you can use Dollarama's mobile application or you can use the "Contact Us" link on Dollarama's website (www.dollarama.com).

# 5. ACCOUNT, SECURITY AND PHISHING

You may need to have an account in order to benefit from or use certain portions or features of the Sites. If you decide to set up an account for a Site ("**Account**"), to save billing information on a Site or to save your Gift Card on Dollarama's mobile application, you must maintain the security and confidentiality of your Account and password and restrict access to your personal devices.

You are solely responsible and liable for any use or misuse of your Account, your billing information and your Gift Card. Dollarama is under no obligation to verify the identity of the users of the Account and may rely on the authority of any person accessing the Account. You shall proceed to change your password forthwith if you know or suspect that your Account and password confidentiality has been breached. Dollarama may not be held liable for any damages, charges or expenses arising out of or relating to any unauthorized use of your Account, your billing information or your Gift Card.

By setting up an Account, you confirm that both the electronic address provided by you and your user account (by way of push notification) are active addresses at which you agree to receive documents intended for and sent to you by Dollarama, and that the sending of a document to that address or user account creates a presumption that you have received the document. You also confirm that the information you provide us is accurate, complete and true and you understand that you have the responsibility of reviewing and updating your information to keep it accurate, complete and true.

Dollarama will never send you unsolicited email asking you to provide personal information, including but not limited to requests to validate or restore your Account. You are responsible to verify the legitimacy of personal information requests in order to prevent phishing (fraudulent attempts to trick individuals into providing confidential information). If you receive an email referring to or allegedly coming from Dollarama that you believe is fraudulent, please forward it to us by using the "Contact Us" link on Dollarama's website. By sending such email to Dollarama you give your consent for Dollarama to report it to the Canadian Anti-Fraud Centre or another authority with a similar mandate.

## 6. INTELLECTUAL PROPERTY

Unless otherwise noted, the Sites and their content, including images, text, illustrations, designs, graphic, icons, photographs, videos, sounds, interfaces, programs, codes, software and other materials, including the compilation (meaning the selection, collection, arrangement, and assembly) of all content on the Sites are the exclusive property of Dollarama, its suppliers or its licensors and are protected by Canadian and international copyright laws.

The product names, company names, marks, get-ups, slogans, logos and other source identifiers used on the Sites are trademarks of Dollarama, its suppliers or its licensors, whether registered or unregistered. They shall remain the exclusive property of Dollarama, its suppliers or its licensors, as applicable, and they are protected under the trademark laws of Canada and other countries. Such product names, company



names, marks, get-ups, slogans, logos and other source identifiers may not be copied, imitated or used, in whole or in part, without the prior written consent of Dollarama, its suppliers or its licensors, as applicable.

The use of or access to the Sites shall not confer or be considered as conferring a license or an authorization to use the intellectual property of Dollarama, its suppliers or its licensors.

#### 7. DISCLAIMER AND LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT THE SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND BY DOLLARAMA, EITHER EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE SITES, THEIR CONTENT AND THE PRODUCTS OFFERED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD WORKING ORDER, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUSES, FREEDOM FROM ERRORS AND THOSE ARISING BY STATUTE OR OTHERWISE AT LAW, OR FROM A COURSE OF DEALING OR USE OF TRADE. DOLLARAMA DOES NOT WARRANT THE ACCURACY, INTEGRITY OR COMPLETENESS OF THE CONTENT PROVIDED IN THE SITES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOLLARAMA SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, BUSINESS INTERRUPTION, LOSS OF GOODWILL, LOSS OF INFORMATION OR PROGRAMS OR OTHER DATA), HOWSOEVER CAUSED, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE USE OF THE SITES, ANY INFORMATION OR CONTENT AVAILABLE ON THE SITES, ANY TRANSACTION CONDUCTED ON THE SITES, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, UNAVAILABILITY, DEFECT, DELAY IN OPERATION OR TRANSMISSION, SYSTEM FAILURE, COMPUTER VIRUS OR OTHER HARMFUL COMPONENT, WHETHER OR NOT DOLLARAMA HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

YOU EXPRESSLY AGREE THAT USE OF THE SITES, INCLUDING ALL CONTENT, DATA OR SOFTWARE DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THE SITES IS AT YOUR SOLE RISK AND THAT YOUR SOLE REMEDY IN ALL INSTANCES SHALL BE TO STOP USING THE SITES.

IN THE EVENT THAT DOLLARAMA IS FOUND LIABLE TO YOU NOTWITHSTANDING THE TERMS OF USE, DOLLARAMA'S AGGREGATE LIABILITY SHALL NOT EXCEED THE GREATER OF CDN\$10.00 OR THE AMOUNT YOU PAID DOLLARAMA, IF ANY.

The limitations of liability and disclaimers contained herein apply regardless of the form of action, whether in contract, negligence, extra-contractual liability, tort, strict liability or any other theory of law. The laws applicable in your jurisdiction may prohibit certain liability limitations and disclaimers and may afford you additional rights.

In this section, references to Dollarama shall include Dollarama's directors, officers, employees, agents, representatives and third party suppliers.

#### 8. INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold harmless Dollarama and its directors, officers, employees, agents and representatives from and against all claims,



damages, losses, expenses, and costs, including legal fees, arising out of your use of or access to the Sites or your breach of the Terms of Use.

#### 9. LINKS

The Sites may contain links to websites which are owned and operated by third parties. These linked websites are provided only for your convenience and their inclusion does not imply endorsement, investigation or verification by Dollarama. Dollarama has no control over and shall have no responsibility with respect to the content, quality or reliability of the linked websites and Dollarama makes no representations, claims or warranties regarding same. If you decide to access any of the third party websites, you do so at your own risks.

#### **10. THIRD PARTY LICENSES AND TERMS OF USE**

The Sites may include certain technology and software used and provided by third parties, including without limitation with respect to the processing of payments and to geolocation. Such technology and software shall remain governed by the applicable license and terms and conditions posted by the third parties. You may also be subject to third party terms and conditions when downloading a Site from a third party platform. In the event of a conflict between the Terms of Use and those of the third party with respect to the use of the Sites, the Terms of Use shall prevail.

#### **11. TERMINATION**

You acknowledge and agree that Dollarama may, in its sole and absolute discretion, without notice to you, suspend or terminate your use of, or access to the Sites or to your Account, and block or prevent future access to and use of the Sites or of your Account for any reason, including if Dollarama determines that you have failed to comply with any of the Terms of Use. The provisions of the Terms of Use that by their nature are intended to survive such termination shall so survive.

#### **12. GENERAL**

The Terms of Use and the use of the Sites shall be governed by, and interpreted in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

Regardless of where you access the Sites, both Dollarama and you agree that any dispute arising out of or relating to the Terms of Use will be exclusively brought before the competent courts of the Province of Quebec, in the district of Montreal.

If for any reason a court of competent jurisdiction finds any provision of the Terms of Use or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the Terms of Use, and the remainder of the Terms of Use shall continue in full force and effect.

The Terms of Use are binding upon and will enure to the benefit of you and us and our respective heirs, successors and assigns.

Dollarama's failure to or delay in exercising its rights or remedies shall not impair or be considered as a waiver thereof at any time.

A French version of the Terms of Use is available on the Sites.