

## LEGAL : TERMS AND CONDITIONS

**1. General** This Website is the exclusive property of kingsways. This document constitutes an agreement between you and kingsways that sets out the terms and conditions by which kingsways allows you to visit the Website and to view the information that is contained therein. By visiting the kingsways Website, you accept the terms and conditions set forth in this agreement. Please read this document carefully and if for whatever reason you are not in agreement with the said terms and conditions, please end your visit to the site. BY VISITING kingsway`S WEBSITE, YOU AGREE TO BE BOUND BY THE PROVISIONS OF THIS AGREEMENT WITHOUT LIMITATIONS OR RESERVATIONS, AND BY ANY APPLICABLE LAWS.

**2. Compliance with this Agreement and Applicable Laws** The use you make of this site shall be in compliance with this agreement and any applicable laws, most notably but without limiting the generality of the foregoing, those laws pertaining to copyrights and trademarks.

**3. Compliance with kingsways's Intention and Web Etiquette** Your use of this site shall comply with the intention of kingsways in making this site available to you, and accepted Web etiquette.

**4. Site Monitoring** kingsways reserves the right, at its sole discretion, to monitor your use of the Website as well as the use and access of all other users. By accepting to access this Website, you give your express consent that kingsways engages in such monitoring. You also acknowledge that kingsways is not obliged to do so and makes no representation to this effect.

**5. Limiting Access** kingsways reserves the right, for whatever reason that kingsways deems appropriate at its sole discretion, to prevent or limit access to this Website.

**6. Goal of the Site and Limits Concerning the Information Contained therein** The primary goal of this Website is to provide information on kingsways as well as the products and services offered by its subsidiaries, divisions and affiliated companies. The information contained herein is provided for information purposes only and should only be used with this goal in mind. kingsways undertakes to ensure that the information on the site is accurate and up to date. Nevertheless, it is possible that this information, especially that concerning kingsways's future projects, may be incomplete, that it may contain errors or that it may be out of date or inaccurate. Before making a decision based on the said information, you should validate the information with another source or contact kingsways.

**7. Limitation of kingsways's Liability** kingsways does not assume any responsibility whatsoever nor does it provide any guarantee be it express or implied, legal or contractual, concerning the site's contents, the validity of the information contained therein or the operation thereof. kingsways assumes no liability pertaining to the use of the site's content or for any damage or problem, whatever its nature or origin, that may arise in the use of this site or following the use thereof or because of problems stemming from the operation thereof.

**8. Your Responsibility** You acknowledge your being liable towards kingsways for any damages stemming from the misuse of the Website that does comply with this agreement or the applicable laws and regulations. In addition to any other recourse provided by the said laws, you agree to hold kingsways harmless as to any damages, liabilities, losses or claims to which kingsways may be subject or any claim that might arise following misuse of the site.

**9. Copyright Protection** The information contained on, or accessed via, this site is protected by copyright. Any use or reproduction of the information contained on this site other than for strictly personal and/or non-business purposes is strictly prohibited unless prior written approval is given by kingsways.

**10. Trademarks** The trademarks found on this site, most notably the name kingsways as well as the logos of kingsways and its various entities are registered trademarks that belong to kingsways. Their use or reproduction other than for strictly personal and/or non-business purposes is strictly prohibited unless prior written approval is given by kingsways.

**11. Hyperlinks and References** kingsways's Website contains links that allow you to access other Websites operated by third parties and containing information on the said parties. These links have been provided solely as a convenience for users of this web site and kingsways does not make any representation as to these third parties, to the state of the said sites nor the information contained therein or that could be distributed by such third party sites. kingsways does not assume any responsibility concerning any damages that arise from the use of such links or information concerning such third parties. It is also forbidden to insert a link from your Website to that of kingsways without having obtained prior written approval from kingsways.

**12. Privacy and Confidential Information Policy** You acknowledge that you have consulted the Privacy and Confidential Information Policy, which is an integral part of this agreement.

**13. Non-Confidential Information** Any information that you transfer onto kingsways's Website, if applicable, is considered to be non-confidential and you acknowledge that kingsways may use such information at its sole discretion and without limitation.

**14. Acknowledgement and Consent to Data Exchange** Your use of this Website results in an exchange of data between your computer and kingsways's server. By accessing this site, you agree to this exchange as well as to the fact that kingsways may store and use some of this information for internal purposes. kingsways will not release this information unless obliged to do so by law or by any final judgement rendered by a court of law having appropriate jurisdiction.

**15. Cookies** It is possible that during a visit to this Website that kingsways's servers automatically install cookies on the hard disk of your computer. These cookies are meant to facilitate the identification of users during subsequent visits. You may change the parameters of your browser in order to prevent the use of cookies. By accessing kingsways's Website without having previously changed the parameters of your browser, you agree to the use of cookies and release kingsways from any liability concerning such practices.

**16. Changes Without Prior Notice and Reserve of Rights** kingsways reserves the right to make any changes to the content of this agreement as well as that of its Website without providing prior notice. In the event of litigation involving this agreement, the version that is in effect at the time that alleged actions take place shall take precedence. kingsways also reserves those rights that have not been expressly mentioned in this agreement.

**17. Jurisdiction of Québec Courts** You acknowledge and agree that courts in the Province of Québec have exclusive jurisdiction over any dispute that may arise from your use of this Website.

**18. Laws of Québec** The agreement and any dispute arising from the use of this Website shall be interpreted and governed by the laws of the Province of Québec without reference being made to conflict rules.

**19. Territory** kingsways operates this Website in Canada. If you access this web site from outside of Canada, you do so at your own risk and assume all responsibilities in the event that the information found on this Website does not comply with the laws of your country or jurisdiction.

**20. Interpretation** Any reference made to kingsways in this agreement shall be interpreted as a reference to TFI Transport 2 s.e.c. Any reference made to "this Website" or "kingsways's Website" shall constitute reference to the Website found at the address [www.kingswaytransport.com](http://www.kingswaytransport.com), all Web pages beginning with the address [www.kingswaytransport.com](http://www.kingswaytransport.com) as well as all Web pages relating to kingsways's and affiliated companies that may be accessed via this Website. Any reference to information contained on this Website refers to all contents on the site, whether the information is directly or indirectly accessible or via download, whatever its form and without restriction.

**21. Language** As you have chosen to visit the English version of this site, the parties have specifically requested that this agreement be drafted in English. Puisque vous avez choisi de consulter la version anglaise de ce site, les parties ont spécifiquement demandées à ce que cette entente soit rédigée en anglais.