



THE TRANSITION PLATFORM

Monarch — Terms of use

This document, along with the Privacy Policy and any other contracts or policies to which you have consented (the “**Agreement**”), is a contract between you and GrS Montréal and its affiliates relating to the terms and conditions applicable to your use of the Monarch Platform or services offered on this platform (collectively the “**Platform**”). Please read all the following terms and conditions carefully before using the **Platform**. By using the **Platform** or accessing it, you agree to all the terms and conditions set forth in this **Agreement**. If, at any time, you no longer accept or can no longer accept the terms of this **Agreement**, you must cease accessing or using the **Platform** and contact the administrative services of GrS Montréal.

1. Conditions relating to the use of the Platform

To access the **Platform**, a compatible Web browser is required. You acknowledge and agree that GrS Montréal may cease to support a particular Web browser and, if so, you will be required to download a compatible Web browser to continue to use the **Platform**. You also acknowledge and agree that use of the **Platform** requires a functional email address and depends on the proper functioning of your computer equipment and your Internet connection.

You are solely responsible for the management of your account and password, and you are solely responsible for maintaining the confidentiality of your password. If you have forgotten your password, click on the link “Lost password?” and follow the instructions. You are also solely responsible for restricting access to your account and for logging off at the end of its use.

You agree in all circumstances to not allow any third party to use or access the **Platform**.

As a condition of use of the **Platform**, you agree to not do any of the following:

- a) impersonate another person or make a false statement about your relationship with another person or entity.
- b) access and use or tamper with GrS Montréal computer systems or non-public elements of the **Platform**.
- c) attempt to probe, explore, or evaluate the vulnerability of the **Platform** or any related system or network, or violate the security or authentication measures used by the **Platform**, this system, and network.

- d) attempt to decrypt, decompile, or disassemble the software used to provide the **Platform**.
- e) harm or threaten to harm other users in any way, or thwart or attempt to thwart access to the **Platform** for a user, a host, or a network, including through the transmission of a virus, overloading, flooding of spam, or email.
- f) provide payment information that relates to a third party.
- g) use the **Platform** in contravention of its intended use, documentation, or reasonable instructions from GrS Montréal.
- h) systematically extract data or other content from the **Platform** to create, directly or indirectly, as part of one or several downloads, a collection or compilation of data, a database, a directory, or any other gathering of data, whether by manual methods, by robots, collectors or indexing robots, or otherwise.
- i) violate the intellectual property rights of a third party while using or accessing the **Platform**.
- j) will not upload any inappropriate photos, including any image containing nudity, violence, hate speech, or any other content deemed offensive or not in compliance with GrS Montréal's values of respect and kindness. The team reserves the right to remove any image that does not comply with these rules.

GrS Montréal grants you a personal, non-transferable, non-exclusive, revocable, and limited right to access and use the **Platform** for your personal use as a patient.

GrS Montréal shall have the right to investigate and initiate proceedings in respect of any breach of the foregoing covenants, including possible infringement of intellectual property rights and possible security breaches, to the fullest extent permitted by law. GrS Montréal may seek the assistance of, and cooperate with, law enforcement authorities and in prosecuting users who violate this **Agreement**. You acknowledge that although GrS Montréal is not required to monitor your access to or use of the **Platform**, it has the right to do so in connection with the operation of the **Platform**, to ensure your compliance with this **Agreement** or to comply with applicable law or the order or requirements of a court, administrative agency or other governmental organization.

2. Termination

GrS Montréal reserves the right to suspend your right of access to the **Platform**, or to terminate it at any time, at its discretion and without notice. For example, GrS Montréal may suspend or terminate your use of the **Platform** if you fail to comply with this **Agreement** or if your use of the **Platform** may result in legal liability on the part of GrS Montréal, cause an interruption of the **Platform**, or prevent others from using the **Platform**.

GrS Montréal reserves the right at any time to cease offering the **Platform**, temporarily or permanently. GrS Montréal will use all reasonable commercial efforts to notify you of the termination of the **Platform**.

3. Exclusive rights

All rights relating to the **Platform** are and will remain exclusive rights of GrS Montréal and its licensors. The **Platform** is protected by copyright and trademark laws, as well as other domestic and foreign intellectual property laws. Except as expressly authorized under this **Agreement**, you may not reproduce, modify, distribute, sell, transfer, publicly display, publicly perform, transmit or otherwise commercially use, exploit or create derivative works from the **Platform**.

4. Waiver of warranty and limitation of liability

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, GRS MONTRÉAL GIVES NO WARRANTY AND MAKES NO REPRESENTATIONS WITH RESPECT TO THE **PLATFORM**. IN PARTICULAR, GRS MONTRÉAL DOES NOT REPRESENT OR WARRANT THAT THE **PLATFORM** WILL MEET YOUR NEEDS OR THAT IT WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE PROVIDED BY THIRD PARTIES, THAT THE **PLATFORM** WILL NOT BE INTERRUPTED, THAT IT WILL BE FREE OF PROBLEMS OR ERRORS OR THAT ALL ERRORS WILL BE CORRECTED. GRS MONTRÉAL PROVIDES THE **PLATFORM** "AS IS" AND "AS AVAILABLE."

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES AND REMEDIES (IF ANY) OF GRS MONTRÉAL EXPRESSLY SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER IN FACT OR BY OPERATION OF LAW, USAGE, ORAL OR WRITTEN REPRESENTATIONS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, AVAILABILITY, PERFORMANCE, COMPATIBILITY, SUITABILITY FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, COMPLIANCE WITH DESCRIPTION AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY SET FORTH IN THIS DISCLAIMER.

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GRS MONTRÉAL OR ITS SUPPLIERS OR LICENSORS BE LIABLE, WHETHER IN CONTRACT, TORTIOUS LIABILITY (INCLUDING NEGLIGENCE), OR STRICT LIABILITY, FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF INCOME OR PROFITS, LOSS OF BUSINESS OR TRAFFIC, LOSS OR ALTERATION OR UNAUTHORIZED ACCESS TO OR DISCLOSURE OF, INFORMATION OR DATA, OR OTHER FINANCIAL LOSSES ARISING OUT OF THE USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THE **PLATFORM**, WHETHER FORESEEABLE OR UNFORESEEABLE AND EVEN IF GRS MONTRÉAL HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Compensation

You agree to defend, indemnify, and exempt GrS Montréal, its officers, directors, affiliates, employees and agents from and against any and all claims, damages, liabilities, losses and expenses, including reasonable legal and accounting fees, arising in any way out of your access to or use of the **Platform**.

6. Modifications

This **Agreement** may be modified from time to time to reflect changes in our practices. We therefore invite you to consult this **Agreement** regularly to keep abreast of the latest changes. Your continued use of the **Platform** after the effective date will be construed as your acceptance of the changes. The date of the latest update is the date shown at the end of this document.

7. General provisions

This **Agreement** shall be governed by and construed in accordance with the laws of the Province of Québec (Canada) and the laws of Canada applicable. The parties hereby irrevocably submit to the jurisdiction of the courts of the district of Montréal, in the province of Québec.

This **Agreement** constitutes the entire and exclusive agreement between GrS Montréal and you relating to the **Platform**.

You agree not to assign or otherwise transfer this **Agreement** or any rights or obligations hereunder to any third party without the prior written consent of GrS Montréal, which consent shall be at the sole discretion of GrS Montréal. No assignment or delegation by you shall relieve or release you from your obligations under this **Agreement**. Subject to the foregoing, this **Agreement** shall inure to the benefit of and be enforceable by each of the parties hereto and their respective successors and assigns. GrS Montréal may assign this **Agreement** to a third party without your consent.

Nothing in this **Agreement** shall constitute a partnership or joint venture between you and GrS Montréal.

If any provision of this **Agreement** is found by a court of competent jurisdiction to be invalid, such provision shall be deemed to be excluded from this **Agreement** and its exclusion shall not affect the validity of this **Agreement** as a whole.

8. Contact information

If you have any concerns, questions, or complaints regarding this **Agreement**, or if you do not wish to be bound by it, please contact GrS Montréal by email at: confidentiality@complexechirurgicalcmc.com

This Agreement is current as of March 19, 2025