

VIPSM PROGRAM TERMS AND CONDITIONS

(the “VIPSM Program” or the “Program”)

In the present, the use of the term “member” refers to a PSM client registered in the VIPSM program whose registration has not been revoked and “PSM” refers to the Company 2857-6957 QC Inc. Unless otherwise provided, the singular also includes the plural and the masculine gender includes the feminine gender.

1. VIPSM Program.

The VIPSM program is offered and owned by PSM. PSM may at any time modify the terms, conditions and components. The terms and conditions as well as their modifications and updates are published on the PSMPORTRAITS.DATACANDYINFO.COM site without further formality and without the need for prior notice to members. The complete and up-to-date version published on the PSMPORTRAITS.DATACANDYINFO.COM site will take precedence over any other version and it is the responsibility of each member to regularly check this site for modifications. Member's continued participation in the program after changes will constitute consent to such changes. If the member does not approve of a modification, he may withdraw from the program in accordance with the article “Request for voluntary withdrawal from the program”.

2. Duration.

The program comes into effect on its launch date and PSM reserves the right to terminate it at any time, following ninety (90) days' notice, published on the PSMPORTRAITS.COM website, without other formality. In such case, members will then have ninety (90) days from the date of said notice to use the balance of points accumulated in their respective account. At the end of this period, the unused points in the account of each member will be canceled without indemnity, compensation or recourse. Membership is automatically canceled upon termination of the program.

3. Conditions of registration and participation.

To participate in the program, a PSM customer must register. Only natural persons aged eighteen (18) and over acting as their companies may register and participate.

4. Terms of Entry.

Registration is free and no initial purchase is required. To become a member, the client PSM must complete the registration process, provide complete and accurate information, and confirm acceptance of these Terms and Conditions and PSM's Privacy Policy posted at PSMPORTRAITS.DATACANDYINFO.COM. The program has no maximum account limit per customer who meets the registration requirements. The creation of multiple accounts associated with the same customer is particularly common within corporations. PSM reserves the right, at any time, to verify compliance with the conditions of registration and participation of each member in order to maintain their status as a member and/or their rights to participate in the program, which may be revoked by PSM at all times.

PSM may refuse the registration of a member as well as the participation of a client/member who, in the opinion of PSM, does not comply with the said terms and conditions or whose registration has already

been revoked in the past. Once registered, the member may participate in the program by accumulating and using the points associated with his account for the purchase of goods and services as well as by taking advantage of the program's promotional offers, according to the applicable conditions. Membership is not transferable.

5. Creation of Accounts.

When registering a client via PSMPORTRAITS.COM, a VIPSM member account will be created on the PSMPORTRAITS.DATACANDYINFO.COM site, unless the member already has an account.

6. Accumulation of Points.

When purchasing eligible goods and services from PSM, a member may accumulate points which will be credited to their VIPSM account according to the rules and issuance conditions established by PSM. Points issued and awarded under the Program have no cash value and are not redeemable for cash. Basis Points are issued at the rate of ten (10) points per dollar of net purchase value of eligible MSP products and services made. The net value of purchases of eligible MSP products and services means the total value of said eligible purchases, after discounts, less all taxes. Also, no points will be issued for delivery charges. PSM reserves the right, at any time, to add and exclude, at its discretion, products and services eligible for the issuance of points. On the occasion of promotional offers, PSM may offer members the possibility of accumulating bonus points for the purchase of certain products and/or services determined by PSM, all according to the rules and conditions of issue, and participation applicable. PSM may issue from time to time, without being required to do so, personalized promotions to members, in particular based on their purchases, their preferences and their respective profiles. Each personalized promotion is only valid for the account of the member to whom it is offered and is subject to the applicable conditions. The applicable rules and conditions with respect to such promotions and any erratum, if any, will be posted on PSMPORTRAITS.DATACANDYINFO.COM. The accumulation of points on products and services will at all times be subject to their availability during the promotional period as well as to limits, availability and stock shortages. PSM may limit the quantities of items for which the member may earn points.

In any given transaction, points can only be accumulated and credited to one account. Processing times may apply for the payment of points to the accounts of members who themselves have an overdue account. The points are indivisible and non-transferable, in particular in the event of closure of the member account, divorce, separation or closure of the business. In addition, in the event of the deactivation of one of the accounts of a company, the points already accumulated by this holder may remain in the main account of the registered member.

7. Conditions for the use of points.

A member may use the points balance in his VIPSM account as described below. The member can request for a gift card or for a credit to the PSM account. Members may also use their points to purchase gift cards specifically selected by PSM. To do so, the member must select the desired way to use their points by contacting REWARDS@PSMPORTRAITS.COM. Points have the following redemption value: five hundred (500) points equal one dollar (\$1.00). A minimum of twenty-five thousand (25,000) points must be accumulated in the account balance of the member for which he wishes to use his points

for the purchase of a \$50 gift card or a credit to the PSM account of \$65. PSM may change the minimum redemption value/points at any time.

8. Other Points Provisions.

If the member believes that there is an error in the allocation of his points, he must notify PSM through the Customer Service Center within forty-five (45) days following the date of the invoice. In the event of requests for adjustment/correction of points, the member must provide the necessary proof, to the satisfaction of PSM, which will determine whether the request is justified or not. The number of points displayed on the invoice and/or communications sent to the member may not reflect the current balance of points in the member's account. In the event of a disagreement by the member concerning the number of points accumulated, used or deducted from his account, the data appearing in the files of PSM will prevail. PSM assumes no responsibility for any error in the points balance displayed on the invoice, in the member's account and/or in any communication sent to the member. PSM may at any time debit points credited in error to a member's account, without prior notice. PSM is not required to honor a request to use points issued in an account in error. PSM is not responsible for any errors that may occur in the sending or any delay in the sending or receipt of promotional offers by the member as well as the non-receipt.

9. Obligations of the member to update his file.

The member must guarantee the accuracy of the information provided to PSM. It is up to the member and it is his responsibility to update his personal information and profiles of his accounts. Communications sent by PSM to the e-mail address registered in the member's accounts will be deemed to have been duly sent to the member by PSM.

10. Request for Voluntary Withdrawal from the Program.

A member can unsubscribe from the program at any time by making a request through the Customer Service Center. Following such a request from the member, the member's VIPSM account will be immediately closed and his access will be revoked, the points in the account will be cancelled, without further formality and without compensation. Following the closure of his account, the customer wishing to register again for the program must necessarily re-register. In such a case, the points accumulated in the account immediately before its closure cannot be reissued and the content of his account cannot be reactivated.

11. Inactive VIPSM account.

VIPSM points never expire.

12. Contests under the Program.

Contests may be held by PSM as part of the program. Member residency eligibility and other criteria may apply to such contests. Thus, PSM reserves the right to limit the eligibility of participation in certain contests to only those members who meet the conditions and criteria of each of the respective contests (ex: place of residence, purchases required, etc.). PSM employees and the people with whom they live

are not eligible for program competitions. In the event of automatic registration for a contest as part of a purchase, promotion and/or event and/or activity in which the member participates, the member must however respect each of the applicable conditions and agree to the rules of each of the said contests, in particular to be able to claim their right to participate as well as the prizes and benefits of the competition, if applicable. The rules for each of the contests in the program will be published on the PSMPORTRAITS.DATACANDYINFO.COM website.

13. End of program.

PSM may voluntarily terminate the program in accordance with the provisions of the "Duration" article hereof. In addition, should events beyond PSM's control (acts of God, acts of God, civil unrest, war, or significant changes in economic or business conditions) seriously compromise PSM's willingness or ability to maintain the Program as it is then established, the program may be suspended or abolished in part or in whole and the accumulated points may be canceled upon notice and may not be used thereafter. In the event of interruption or termination of the program for any reason whatsoever, PSM will not be held liable to its members and will be automatically released from any claims filed by members of the VIPSM program relating to any interruption, termination, loss of points or otherwise arising from such interruption or termination.

14. PSM's Right of Breach.

Without limiting its other rights and remedies, PSM may at any time: 1) suspend and revoke a member's registration in the program; and 2) withdraw and cancel the account(s) of a member, the points accumulated in the account(s) of the member who abuses the program and its benefits, does not comply with the terms and conditions govern, make a false statement, create a false or fictitious identity, impersonate another person, in the event of abusive activities of the program or fraudulent acts by the member. The points of the member whose registration has been revoked will be canceled when his account or accounts are closed. If PSM revokes the registration of a member, for any reason whatsoever, a customer cannot request a new registration, and any account opened in his name as well as all points accumulated on this account will be lost from then on. If a member voluntarily cancels his registration, the customer may submit a new registration request at a later date. The member who violates the terms and conditions hereof agrees to reimburse PSM for all points and/or the equivalent value of the points used against the said terms and conditions and to indemnify against any loss and damage suffered by PSM and any third party, if applicable. If one of the elements listed above were to occur, PSM could also take the appropriate legal or administrative measures. Nothing in these terms and conditions shall limit the rights and remedies of PSM.

15. Governing law.

These terms and conditions are governed by the laws applicable in Quebec.

16. Consent to Communications.

By registering for the program, the member consents to receive electronic communications in connection with the program. In addition, subject to his consent in accordance with applicable laws, the

member agrees to receive the personalized PSM newsletter as well as various occasional mailings such as contests, events, promotions, scoops.

At any time, the member may withdraw their consent to all electronic communications from PSM by clicking on the "Unsubscribe" link at the bottom of the PSM newsletter.

17. Acceptance of Terms and Conditions.

By registering for the program, another authorized identification medium, by logging in to access their VIPSM account or by accumulating and using points or otherwise by participating in the program, each member acknowledges having read and understood these terms and terms and privacy policy and agrees to be bound by them, as they may be amended from time to time. Member hereby authorizes PSM to collect, collect, analyze, use and retain personal information about Member, preferences, purchase transactions and browsing behavior on PSM's websites in accordance with the commitment of PSM contained in its privacy policy. As part of the program and its commercial activities, PSM may otherwise dispose at its discretion of the data and information collected with regard to the member insofar as no personal information is revealed to third parties and that the confidentiality and security personal information collected is protected.

18. Official version.

The French version of these program Terms and Conditions is the official version and takes precedence over the English translated version.

LAST UPDATED: April 11, 2022

Unless otherwise specified, all terms and conditions are deemed to be in effect when posted on the PSMPORTRAITS.DATA CANDY INFO.COM website.