



Terms of Use

(Dated: October 28 2019)

Welcome to Farla’s website located at farla.co (“the Site”), through which you may access a platform made for managers. The Site is made available by Farla Inc. (“us,” “we,” or “Farla”). The following terms and conditions (“Terms of Use”) govern access to and use of the Site. Please review the following terms carefully before using the Site or registering with us. By registering, or by accessing or using the Site you (“you” or the “User”) agree to be bound by these Terms of Use and all policies and guidelines incorporated by reference in these Terms of Use. If you do not agree to these Terms of Use, you may not access or use the Site and you should not register with us, nor pay fees for any services we may offer.

These Terms of Use include a release by you of all claims for damage against us that may arise out of your use of the Site. By using the Site, or by registering with us, you agree to this release.

THESE TERMS OF USE INCLUDE (1) A GOVERNING LAW PROVISION; AND (2) A RELEASE BY YOU OF ALL CLAIMS FOR DAMAGE AGAINST US THAT MAY ARISE OUT OF YOUR USE OF THE SITE. BY USING THE SITE, YOU AGREE TO THESE PROVISIONS.

I. PRIVACY POLICY

Farla respects and endeavors to protect the privacy of its Users. Please refer to Farla’s Privacy Policy (found in this same document) which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Site, or when you click “I Agree” or register with us, you signify your acceptance of and agreement with our Privacy Policy.

II. ABOUT THE SERVICE

The platform is for managers or people pursuing a career in management which provides a mentoring network – introducing mentees to mentors and curated content relevant to current management news. Joining the platform allows users to, among other things, stay current on what is important to them in their current management roles and/or in their quest to learn more and explore more. Farla hereby grants you a personal, terminable, non-exclusive right to access and use the Site in accordance with these Terms of Use for your personal, non-commercial use. We may terminate this right at any time in our sole discretion.



III. REGISTRATION; RULES FOR USER CONDUCT AND USE OF THE SERVICE

You must be at least 18 years of age to register for and use the Site. By registering for the Site, you represent and warrant that you are 18 years of age or older. You are strictly limited to only one (1) open Farla account at any time.

When you register with the Site, you will be asked to create an account and provide Farla with certain information including, without limitation, a valid email address and a password. You agree to notify us immediately of any unauthorized use of your password and/or account. Farla will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your member name, password and/or account.

IV. PAYMENT TERMS

The Site is currently free to Users, with the exception of fees for joining the mentor network. In the future we may, in our sole discretion, elect to charge our Users to access to certain aspects or portions of the Site. In the event a User chooses to discontinue their use of the Site after we elect to change our payment terms, any data will be subject to the terms of our then current privacy and data retention policies as well as the terms herein.

V. USE RESTRICTIONS

Your permission to use the Site is conditioned upon the following Use Restrictions:

You agree that you will not under any circumstances:

- **use the Site for any unlawful purpose or for the promotion of illegal activities;**
- **attempt to, or actually, harass, abuse or harm another person or group;**
- **use another User's account without permission;**
- **provide false or inaccurate information, including, without limitation, when registering for a Farla account;**
- **interfere or attempt to interfere with the proper functioning of the Site;**
- **bypass any robot exclusion headers or other measures we take to restrict access to the Site or use any software, technology, or device to scrape, spider, or crawl the Site or harvest or manipulate data;**
- **publish or link to malicious content intended to damage or disrupt the Site or another User's browser or computer;**
- **make any unauthorized commercial use of the Site.**

You hereby affirm you are solely responsible for your account and the activity that occurs while signed in to or while using your account.



VII. ONLINE CONTENT DISCLAIMER

Opinions, advice, statements, offers, or other information or content made available through the Site, but not directly by Farla, are those of their respective authors and owners and the Users who contribute or share them, and should not necessarily be relied upon. Such persons are solely responsible for such content. Farla does not guarantee the accuracy, completeness, or usefulness of any information accessed on the Site and neither does Farla adopt or endorse, nor is Farla responsible for, the accuracy or reliability of any opinion, advice, or statement made by any such party.

VIII. LINKS TO OTHER SITES AND/OR MATERIALS

Farla may run advertisements and promotions or provide you with convenient links to third party website(s) (“Third Party Sites”), as well as articles, videos, webinars, photographs, text, graphics, pictures, designs, music, sound, video, information, and other materials, content or items belonging to or originating from third parties (the “Third Party Content”). Farla provides such content and links for the convenience of our Users. Farla has no control over Third Party Sites and Third Party Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Content.

Farla does not investigate, monitor or check for accuracy, appropriateness, or completeness of such Third Party Sites and Third Party Content, and Farla is not responsible for any Third Party Sites our Users may access through the Site or any Third Party Content posted on, available through or installed from the Site including, without limitation, the content, accuracy, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of, linking to, or permitting the use or installation of any Third Party Site or any Third Party Content in connection with the Site does not imply Farla’s approval or endorsement of such Third Party Sites and Third Party Content. If you decide to leave the Site and access the Third Party Sites or to access, use or install any Third Party Content, you do so at your own risk and you should be aware that our terms and policies do not govern Third Party Sites and Third Party Content. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications or Third Party Content you use, access, or install.

IX. USER CONTENT; LICENSE GRANT

By posting, uploading, transmitting, submitting or otherwise making available any User Content on or via the Site, you hereby grant, and you represent and warrant that you have a right to grant to Farla, a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list



information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content in whole or in part and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Site. For the avoidance of doubt, the license granted under this Article IX will survive any termination of these Terms or any cancellation, suspension or termination of the relevant account.

X. INTELLECTUAL PROPERTY

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Site and its entire contents, features and functionality and the Service, including applicable copyrights, trademarks and other proprietary rights. The product and service names and logos on the Site, and the appearance of the Site, including icons and graphics (“Marks”), are service marks, trademarks (whether or not registered) and/or trade dress of (i) Farla or our licensors or (ii) the respective owner of such Mark. You may not reproduce or use Farla’s Marks without the prior written permission of Farla. You agree not to remove or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Site. We reserve all rights that are not expressly granted to you under this Agreement.

By submitting feedback and suggestions, you grant a non-exclusive, perpetual, irrevocable, and royalty-free license to any intellectual property rights you may have in your feedback and suggestions to Farla to use to improve any Farla products or services. You acknowledge that submission of feedback and suggestions is voluntarily and Farla may consider or is developing technology that is the same or similar to your feedback or suggestions.

XI. CONFIDENTIALITY

You agree to (i) not disclose (or permit to be disclosed by any agent, representative, or affiliate of yours) and shall hold in confidence any Proprietary Information of Farla received by you and (ii) use such Proprietary Information only for the purposes expressly contemplated by these Terms of Use. For purposes of these Terms of Use, “Proprietary Information” shall mean (i) all information and material which by its nature is of a type which is considered to be confidential and/or proprietary and (ii) other trade secrets or confidential or proprietary information. In addition, the term “Proprietary Information” shall be deemed to include: (a) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by Farla or by you which contain, reflect or are based upon, in whole or in part, any Proprietary Information furnished to you or your representatives; and (b) any software provided by Farla or any information or documentation relating to such software.



XII. WARRANTY DISCLAIMER

THE SITE IS PROVIDED “AS IS,” WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. WITHOUT LIMITING THE FOREGOING, FARLA EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SITE, OR ANY INFORMATION OR CONTENT PROVIDED BY FARLA THROUGH THE SITE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, FARLA MAKES NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM OR THROUGH THE SITE OR FARLA.

XIII. LIMITATION OF DAMAGES

RELEASE TO THE EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL FARLA, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, RIGHTS, USE, OR DATA, SITE DOWNTIME, LOST OPPORTUNITY, REPUTATIONAL HARM, OR FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SITE; (C) THE UNAUTHORIZED USE OF YOUR MEMBER NAME, PASSWORD AND/OR ACCOUNT BY ANY THIRD-PARTY; (D) YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SITE, OR TRANSMITTED ON OR VIA THE SITE OR (F) ANY OTHER INTERACTIONS WITH FARLA OR ANY OTHER USER, INCLUDING, WITHOUT LIMITATION, ANY EMPLOYER, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT FARLA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

If you have a dispute with one or more Users (including any employer that is a User) or any other third party resulting from or arising out of or in connection with your use of the Site, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.



Farla encourages Users to keep a back-up copy of any User Content. To the extent permitted by law, in no event shall Farla be liable for the deletion, loss, or unauthorized modification of any User Content.

XIV. MODIFICATION OF TERMS OF USE

You agree that we have the right to amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Site from time to time to view any such changes in these Terms of Use. If you continue to use the Site or the Service, you signify your agreement to our revisions to these Terms of Use. However, we will notify you of material changes to the terms by posting a notice on our homepage. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms of Use (other than as set forth in this paragraph) or waiver of Farla's rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of Farla. No purported waiver or modification of these Terms of Use by Farla via telephonic or email communications shall be valid.

XV. COMMUNICATIONS AND NOTICES; USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

All legal notices required by contract or by any applicable law or regulation to be provided to Farla, or any of its officers, employees, agents, representatives, or affiliates must be provided in writing and mailed to Farla at: 4999 Saint-Catherine St, Westmount, Quebec H3Z 1T3 Attn: Legal Team. Communications made through the Site will not constitute legal notice to Farla or any of its officers, employees, agents, representatives, or affiliates in any situation where notice to Farla is required by contract or any law or regulation.

For contractual purposes, you (a) consent to receive communications from Farla in an electronic form via the email address you have submitted in connection with your User account; (b) agree to accept notice regarding updates, modifications, or amendments to these Terms of Use by our posting a notice on our homepage, and (c) agree that all Terms of Use, agreements, notices, disclosures, and other communications that Farla provides to your User account electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

XVI. TERMINATION

Farla may terminate or suspend your account or ability to use the Site in whole or in part, without notice, in the event that (i) you violate the Terms of Use or violate any other rules that govern the use of the Site, (ii) your conduct may harm Farla or others or cause Farla or others to incur liability, or (iii) as otherwise determined by Farla in its



sole discretion. You may terminate your Farla registration and account by providing written notice to Farla in accordance with Article XV above requesting such actions be taken. Your access to, or use of of the Site, including any content therein, may be prevented by Farla at any time after your termination of your account.

XVII. GOVERNING LAW AND DISPUTES

These Terms of Use shall be construed in accordance with the laws of the province of Quebec and the federal laws of Canada applicable therein, without giving effect to any principles of conflicts of law. You consent and submit to the exclusive jurisdiction of the courts in the District of Montreal, Province of Quebec as the jurisdiction for any litigation arising in connection therewith. If any provision is unlawful, void or unenforceable for any reason, then that provision shall be deemed severable for these Terms of Use and shall not affect the validity or enforceability of any remaining provisions. These Terms of Use constitutes the entire agreement between the parties relating to the subject matter hereof.

XVIII. GENERAL TERMS

The headings contained herein are for ease of reference only and do not affect the interpretation or construction of these Terms of Use. Any failure on the part of Farla to enforce any provision of these Terms of Use will not be considered a waiver of our right to enforce such provision. Our rights under these Terms of Use will survive any cancellation or termination of your Site account, and any termination of these Terms of Use.

The sole relationship between you and Farla is that of independent contractors.

Farla may assign or delegate these Terms of Use and/or the Farla Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign, resell or delegate any rights or obligations under the Terms of Use or Privacy Policy without Farla's prior written consent, and any unauthorized assignment, resale or delegation by you is null and void.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS OF USE. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY AT FARLA.CO/PRIVACY REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THESE TERMS OF USE.



Farla Privacy Policy

Farla Inc. is committed to maintaining robust privacy protections for its users. Our Privacy Policy (“Privacy Policy”) is designed to help you understand how we collect, use and safeguard the information you provide to us and to assist you in making informed decisions when using our Site or our Service. For purposes of this Agreement, “Site” refers to farla.co and “Service” refers to our service designed to connect you with a mentor or mentee.. The terms “Farla,” “we,” “us,” and “our” refer to Farla Inc. “You” refers to you, as a user of the Site or the Service. By accepting our Privacy Policy and Terms of Use (found in this same document under “Terms of Use”), you consent to our collection, storage, use and disclosure of your personal information as described in this Privacy Policy. Any terms we use in this Privacy Policy without defining them have the definitions given to them in the Terms of Use.

If you wish to contact Farla regarding your personal information or this Privacy Policy, please contact us at raisethebar@farla.co.

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I. INFORMATION WE COLLECT

1. Technical usage information

When you visit the Site, we automatically collect information sent to us by your computer, mobile phone, or other access device. This information includes the IP address from which you access the service; the date and time of access; information related to your browser, operating system and device; the website from which you came (known as the “referring URL”); on-site/app activities (such as pages viewed and items clicked) to measure and report statistics about user interactions on the service; and location information. We may track this information using cookies, which are small



text files which include a unique identifier. For more information on cookies, please see our Cookies Policy (found at: [insert Farla cookie link here](#)).

The Site does not recognize or follow the direction of “do not track” or “DNT” settings that are available in some web browsers.

2. Information you provide us by using the Service

In addition to the information provided automatically by your browser when you visit the Site, to use certain elements of the Service you will need to create a user account. You can create an account by registering directly through the Site using your email address, name, country of residence, zip code/postal code, and mobile phone number and by creating a password.

By registering or contacting us you are authorizing us to collect, store and use your email address and other Personal Information in accordance with this Privacy Policy.

3. Information third parties give us about you

If you receive Farla via a sponsoring organization (such as an employer or professional association), they may provide us with your name, email address, gender, office location, job title, and experience level. This information is used to invite you to the Farla platform and to grant any benefits given to you by the sponsoring organization.

4. Minors

Farla does not knowingly collect or solicit information from anyone under the age of 18 or knowingly allow such persons to register or use the Services. If you are under 18, you may not register for Farla or send any personal information to us, including your name, address, telephone number, or email address. No one under age 18 may provide any information to or on Farla. If we learn that we have collected personal information from a child under age 18 we will delete that information. If you believe that a child under 18 may have provided us personal information, please contact us at raisethebar@farla.co

II. HOW WE USE AND SHARE INFORMATION

As it is in our legitimate interests to be responsive to you and to ensure the proper functioning of our Service, we use your information to:

- **operate, maintain, improve, and provide to you the features and functionality of the Site and Service;**
- **communicate with you, e.g. contact users in response to questions via email or telephone;**



- **administer and provide services and customer support per your request;**
- **solicit feedback from users;**
- **provide technical support;**
- **communicate with you about promotional offers, new features, services, events and other news and information we think will be of interest to you;**
- **operate, maintain, improve, and provide to you the features and functionality of the Service and to customize the user experience**
- **monitor and analyze trends, usage and activity in connection with our Site and Service to improve the Site;**
- **keep the Site safe and secure;**
- **enforce our Terms of Use; and**
- **provide third parties with statistical information about our users (but those third parties will not be able to identify any individual user from that information)**

Except as otherwise stated in this Privacy Policy, we do not sell, trade, rent or otherwise share for marketing purposes your information with third parties without your consent.

We do share your information with vendors who are performing services for Farla.

These providers include:

- **mentors for the purpose of providing services requested by the user;**
- **email communication providers, for the purpose of sending emails;**
- **cloud hosting, storage, and services providers, for the purposes of storing the personal data you provide and for disaster recovery services, as well as for the performance of any contract we enter into with you;**
- **analytics services, tools, and platforms, for the purposes of providing Farla with analytics and product analysis tools and services;**
- **survey platforms, for the purpose of conducting surveys of users;**
- **conferencing platforms such as Uberconference and Zoom, for the purpose of facilitating communication between users and Farla service providers (such as Farla mentor groups or sessions);**
- **Mailchimp, for the purpose of providing transactional and marketing email services;**
- **Stripe or other payment processors, for the purpose of processing credit card and other payments;**



Corporate Transactions

In the event we undergo a business transaction such as a merger, reorganization, acquisition by another company, or sale of all or a portion of our assets, your information may be among the assets transferred. You acknowledge that such transfers may occur and that any acquirer of our assets may continue to process your information as set forth in this Privacy Policy or as otherwise notified to you.

III. WHERE WE STORE AND TRANSFER YOUR INFORMATION

Your information collected through the Service may be stored and processed in Canada, the United States or any other country in which Farla or its subsidiaries, affiliates or service providers maintain facilities. Farla may transfer information that we collect about you to affiliated entities, or to other third parties across borders and from your country or jurisdiction to other countries or jurisdictions around the world.

Where the GDPR applies and our processors of your information are located outside the EEA, such transfer will either be: (i) subject to the European Commission's model contracts for the transfer of personal data to third countries (i.e., the standard contractual clauses, the "Model Clauses"). If you would like to see a copy of the Model Clauses, please contact raisethebar@farla.co

IV. HOW LONG WE STORE YOUR INFORMATION

We will retain your personal information in accordance with the appropriate statutory limitation periods as provided by local law, or in other cases, for as long as such personal data is needed for the following reasons:

- **as required by law or court order;**
- **as needed to defend or pursue legal claims;**
- **in line with industry codes of practice; and/or**
- **as required for legitimate business purposes.**

V. HOW WE PROTECT YOUR INFORMATION

We implement security measures designed to protect your information from unauthorized access as we deem to be reasonable in connection with our business practices. Your account is protected by your account password and we urge you to take steps to keep your personal information safe by not disclosing your password and by logging out of your account and closing your web browser after each use. We further protect your information from potential security breaches by implementing certain technological security measures including encryption, firewalls and secure socket layer technology. However, these measures do not guarantee that your



information will not be accessed, disclosed, altered or destroyed by breach of such firewalls and secure server software. By accessing our Site and using our Service, you acknowledge that you understand and agree to assume these risks.

VI. YOUR RIGHTS REGARDING THE USE OF YOUR PERSONAL INFORMATION

You have the right at any time to prevent us from contacting you for marketing purposes. When we send a promotional communication to a user, the user can opt out of further promotional communications by following the unsubscribe instructions provided in each promotional email. You can also indicate that you do not wish to receive marketing communications from us by updating your account settings by visiting the Email Preferences section at https://Farla.com/profile/email_preferences when you are logged into the Site and then unselecting the emails you no longer wish to receive. Please note that notwithstanding the promotional preferences you indicate by either unsubscribing or opting out in your account settings, we may continue to send you emails necessary to provide the Services and administrative emails including, for example, communications regarding your account and periodic updates to our Privacy Policy and Terms of Use.

In addition, you can object to the processing of your personal data in some circumstances (in particular, where we are not required to process your data to meet a contractual or other legal requirement). These rights may be limited, for example if fulfilling your request would reveal personal data about another person, or if you ask us to delete information which we are required by law to retain or have compelling legitimate interests in retaining.

To exercise any of these rights above, please contact us at raisethebar@farla.co.

VIII. LINKS TO OTHER WEBSITES

As part of the Service, we may provide in email communications, on the Site, or otherwise, links to or compatibility with other websites or content, including the websites of recruiters and employers. However, we are not responsible for the privacy practices employed by those websites or third parties, or the information or content they contain. This Privacy Policy applies solely to information collected by us through the Site and the Service and not to any content or services made available by any other person. We encourage our users to read the privacy statements of other websites and services before proceeding to use them.

IX. CHANGES TO OUR PRIVACY POLICY

Farla reserves the right to change this policy and our Terms of Service at any time. You should periodically check the Site and this privacy page for updates. If you do not



agree with the terms of the new Privacy Policy, you are free to reject them and not use our Site or Service. Your access or use of the Site or Service in any way after a change to this Privacy Policy constitutes your acceptance of the new Privacy Policy.

X. CONTACT US

If you have any questions regarding this Privacy Policy or the practices of this Site, please contact us by sending an email to raisethebar@farla.co or by contacting us at the postal address below:

Farla, Inc.

Add address

Last Updated: This Privacy Policy is dated October 28, 2019

