

November 11, 2024

Alluvia – Website Terms and Conditions

Last updated [●]

1. Introduction

The following terms and conditions govern your use of this website (the “**Website**”). Your use of this Website and Content (defined below) constitutes your acceptance of these Terms and Conditions, on your own behalf and on behalf of each company, legal entity or other person on whose behalf you act. If you do not agree with these Terms and Conditions, you should immediately cease use of this Website and Content. This Website presents information and content that is owned or licensed by Alluvia Real Estate. (“**Alluvia**”).

2. Ownership and Use of Content

All of the information and content on this Website, including but not limited to all text, analyses, reports, articles, graphics, software applications, video, audio files, photos, trademarks, service marks and trade dress (“**Content**”) is owned or licensed by Alluvia. The Content is protected worldwide by applicable intellectual property laws. You may make and use printouts of the Content for your internal use only, provided that the printouts retain all copyright, trademark and other proprietary notices. Alluvia reserves the right to terminate at any time your right to make copies of Content.

Without limiting the generality of the foregoing, the domain name is the exclusive property of Alluvia and no appropriation of the domain name by registering related domain names shall be tolerated, and you are not entitled to use Alluvia’s trade names, trademarks, service marks, logos or any other distinctive brand feature without Hewitt’s express written authorization.

Except for the Content found in the media section, you must obtain Alluvia's prior written consent before you use the Content on any other website or in a networked computer environment for any purpose, or republish or redistribute the Content, or otherwise use the Content for any purpose other than your internal use. You may not frame the Content within another Website. Except for the limited use rights expressly provided in this paragraph, all rights in Content are reserved.

Proprietary marks may be designated as such from time to time on this site through use of the TM, © or ® symbols. Except when included in any authorized printouts of the Content, you are not authorized to make any other use of Alluvia proprietary marks, including, but not limited to, as metatags or in any other fashion which may create a false or misleading impression of affiliation or sponsorship with or by Hewitt.

3. No Investment Advice

This website is intended solely to provide information regarding Alluvia’s business and services. The information provided on this website is not intended to recommend any company or investment described herein and is not an offer or sale of any security or investment product or investment advice. In any event, past performance is not a guarantee of future results, and it should not be assumed that results for portfolio investments will be achieved for other investments. Alluvia does not solicit or make its services available to the public or other advisory clients.

4. Changes

Information may be changed or updated from time to time. Alluvia may also improve and/or change the information or services described on this website at any time. The changes may include superseding terms and conditions or specific notices. In the event of any material change to these Terms and Conditions, we will notify you by posting a copy of the amended Terms and Conditions on this Website. YOU SHOULD REVIEW THESE TERMS AND CONDITIONS POSTED ON THIS WEBSITE FROM TIME TO TIME TO BE AWARE OF ANY CHANGES THAT ARE MADE. Your continued use of this Website

following publication of the amended Terms and Conditions constitutes your acceptance of any change or update, all of which shall become controlling when posted.

5. Suggestions and Feedback

Hewitt does not want to receive confidential or proprietary information through its website. Please note that any information or material sent to Hewitt will be deemed NOT to be confidential. By sending Alluvia any information or material, you grant Alluvia an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute those materials or information, and you also agree that Alluvia is free to use any ideas, concepts, know-how or techniques that you send us for any purpose. However, Alluvia will not release your name or otherwise publicize the fact that you submitted materials or other information to us unless: (a) we obtain your permission to use your name; or (b) we first notify you that the materials or other information you submit to a particular part of this website will be published or otherwise used with your name on it; or (c) we are required to do so by law.

6. No Liability

You expressly acknowledge and agree that: (i) your use of this website is at your own risk. This website is provided on an “As is” and “As available” basis. To the fullest extent permitted by applicable law, Alluvia expressly disclaims all warranties of any kind with respect to this website and the Content, whether express or implied; (ii) without limiting the foregoing, Alluvia does not endorse, warrant or represent that: (A) the information on this website is accurate, complete, reliable, useful, timely or current; (B) this website will meet your requirements or expectations; (C) use of this website will be uninterrupted, timely, secure, or error-free; (D) the results that may be obtained from the use of this website will be accurate or reliable; (E) the quality of any information obtained by you through this website or that such information will meet your expectations; (F) the servers that make this website available are free of viruses or other harmful components, including during hyperlink to or from third-party websites; or (G) any errors in this website will be corrected; (iii) any material downloaded or otherwise obtained through the use of this website is downloaded or obtained at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the downloading or obtaining of any such material. You (and not Alluvia or third parties with whom Alluvia associates itself from time to time) assume the entire cost of all necessary servicing, repair or correction; and (iv) without limiting the generality of the foregoing, no advice or information, whether oral or written, obtained by you from Alluvia or through or from this website shall create any warranty not expressly stated in these terms and conditions.

In no event will Alluvia or any of its employees, directors, officers and agents be liable to any party for any damage resulting from the use of or inability to use this website or any other hyperlinked website or resulting from unauthorized access to or alteration of your transmissions of data, including, without limitation, direct, indirect, special, incidental or other consequential damages of any kind, including any lost profits, business interruption, loss of programs or other data on your information handling system or otherwise, even if we are expressly advised of the possibility of such damages.

7. Indemnity

You agree to defend, indemnify and hold Alluvia harmless for any loss, damage or costs, including reasonable attorneys’ fees, resulting from any third-party claim, action or demand resulting from your use of this website. You also agree to indemnify Alluvia for any loss, damages, or costs, including, without limitation, reasonable attorneys’ fees, resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or loan on Hewitt’s infrastructure.

8. Links

Alluvia makes no representations whatsoever about any other website which you may access through this one. When you access a non-Alluvia website, even one that may contain the Alluvia logo, please understand that it is independent from Alluvia and that Alluvia has no control over the content on that website. In addition, a link to a non-Alluvia website does not mean that Alluvia endorses or accepts any responsibility for the content, or the use, of such website.

9. No Improper Use of Website

You agree not to tamper with the software or functionality of the Website and not to introduce any material into the Website that contains viruses, time bombs, trojan horses, worms, cancelbots, denial of service attacks or other computer programming viruses that may damage, interfere with, intercept or expropriate any system, data or information. You may not take any action which imposes an unreasonable or disproportionately large load on our infrastructure, including, but not limited to, "spam" or other such unsolicited mass e-mailing techniques or denial of service attacks. You are prohibited from using this Website to post or transmit any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material or any material that could constitute or encourage unlawful conduct.

10. Your Responsibility for Security

Alluvia assumes no liability or responsibility for any damage to you, your computer or other property due to your access to, use of, or downloading of Content. If you download or copy Content from this Website, you are responsible for taking all reasonable precautions necessary to ensure the security and integrity of your computer and systems, including employing virus protection software.

11. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Québec and the federal laws of Canada applicable in such province, without giving effect to conflict of law principles thereof.

12. Compliance with Local Laws

The services and information provided through this Website are not intended for distribution to, or use by, any person in any country or any jurisdiction where such distribution or use would be contrary to law or regulation or that would subject Alluvia to any registration requirement within such jurisdiction or country. Persons who access this Website do so on their own initiative and are responsible for compliance with applicable local laws and regulations.