

TERMS OF USE

Welcome to the website www.theinfiniteexperience.world (or any of its subdomains) (collectively, the “Site”), which is owned and operated by Infinity Experiences Inc. (“Infinity Experiences” or “We”). Please read these general terms and conditions of use (“Terms of Use”) carefully before using the Site.

These Terms of Use set forth a legally binding agreement between you and Infinity Experiences with respect to your access and use of the Site and all services available via the Site, including any order, purchase, or rental you make via the Site. By accessing and using the Site, you accept and agree to be bound by these Terms of Use and any other terms of use, policies or document referred to herein, such as our [PRIVACY POLICY](#) and our [TERMS OF SALES](#).

If you do not agree to these Terms of Use, please do not use the Site, including any services made available via the Site, including our Box Office or online store.

Infinity Experiences reserves the right to update, modify or replace any provisions of these Terms of Use, with or without notice, at its discretion. Your access and use of the Site will be subject to the current version of the Terms of Use posted on the Site and in effect at the time of your access or use. It is your responsibility to check the Terms of Use periodically for changes.

These Terms of Use govern your access and use of the Site, regardless of your location and regardless of the device with which you access and use the Site, and they apply to all users of the Site, including, without limitation, users who are browsers, customers, and/ or contributors of content.

Use of our Site

You agree that the Site, including any products and services offered by Infinite Experiences via the Site, are intended only for access and use by individuals aged 14 years or older. If you are 14 years or older but have not reached the age of majority in the jurisdiction where you reside, please review these Terms of Use with your parent or guardian. By accessing and using the Site, you represent and warrant that you are 14 years or older. Any access or use of the Site, including any product or service made available via the Site, by an individual under 14 years old is unauthorized.

You agree that the Site, including any products and services offered by Infinity Experiences via the Site, are intended only for personal, non-commercial purposes.

You agree not to use the Site, including any products and services made available via the Site: (a) for any unlawful purposes or any purposes not permitted under these Terms of Use; (b) for the purpose of reselling any of the products or services offered via the Site, including any reselling through third-party websites or social media platforms; (c) to solicit others to perform or participate in any unlawful acts; (d) to violate any laws, regulations, rules, or ordinances, or to use the Site in a way that would constitute a violation of any applicable laws, regulations, rules or ordinances; (e) to infringe or violate our rights in the Infinite Experiences Proprietary Material, or the rights of any third party; (f) to harass, abuse, insult, harm, defame, slander, libel, intimidate or discriminate on the basis of gender or sex, sexual orientation, religion, ethnicity, age, country of origin or disability, or engage in any other conduct that may harm any person; (g) to submit false or misleading information; (h) to upload or transmit viruses or any other type of malicious code that will or may be used in any way to affect the functionality or operation of the Site or any other website, or the Internet; (i) to collect, extract, mine or track the personal information of others or other data; (j) to spam, phish, or hijack any person, or to spider, crawl, or scrape any website; (k) for any obscene or immoral purposes; (l) to advertise to or solicit any user; (m) to impersonate or attempt to impersonate our identity or a third party's identity; or (n) to violate, attempt to violate, interfere with or circumvent the security features of the Site or any other website.

Your Account

You may need to create a user account and password prior to making a purchase or rental via the Box Office or online store of our Site. To do so, you may be asked to provide an email address and other personal information. In such event, you agree that you will not create or have more than one account and that you will only provide us with true, accurate, current, and complete information.

You are solely responsible for maintaining the secrecy and confidentiality of your account password and other identification information. Your account is for your personal use only. You may not authorize others to use your account or transfer your

account to any other person. You are solely responsible for all uses of your account and any activity performed through it (including any transactions and costs incurred). All transactions carried out using your account will be deemed to have been made by you. You acknowledge and agree that Infinity Experiences expressly disclaims any liability in this regard.

We reserve the right to disable your user account or password, or to suspend or terminate your right to use your account, at any time, without prior notice, in our sole discretion for any reason, including without limitation, if we consider that you have failed to comply with any provision of these Terms of Use.

Terms of Sale

All sales made through the Site are governed by these Terms of Use, as well as by our Terms of Sale, which are subject to change without notice at Infinite Experiences' discretion. By accessing and using the Site to order, subscribe to, or purchase any product or service via the Box Office or the online store, you are deemed to have read, and you agree to be bound by, such Terms of Sale. Please review our [TERMS OF SALES](#) carefully.

Gift Certificates

You may purchase a gift certificate through the Site, when available. By purchasing or redeeming a gift certificate, you acknowledge that you have read, and you agree to be bound by these Terms of Use as well as the specific terms and conditions applicable to gift certificates as detailed in our Terms of Sale. Please review our [TERMS OF SALES](#) carefully.

Contests and Events

The Site may, from time to time, present contests or draws to which you may enter via the Site or via a social media platform account administered by Infinity Experiences. Each such contest or draw is governed by its own contest rules, which you must read and agree to before you enter the contest or draw.

The Site may also, from time to time, invite you to attend events sponsored by Infinity Experiences or a third party (collectively, "Events"). Your participation in any such Events is at your own risk and you acknowledge that Infinity Experiences disclaims any liability related to your attendance to the Events, or your participation in any activities available at or related to such Events.

User Content

We welcome any suggestions, comments, feedback, information, ideas, opinions, messages, contribution, or other content of a similar nature that users may provide or post on our Site or a social media platform administered by Infinity Experiences or that users may send us by email, postal mail, or otherwise (collectively, "User Content").

All User Content is entirely voluntary and reflects only the opinion of the person who submitted it and does not necessarily reflect the views of Infinity Experiences. You agree that the User Content that you may provide will not violate any right of any third-party, including copyright, and that it will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Site.

You agree that Infinity Experiences will assume no responsibility for your User Content's legitimacy, legality, reliability, accuracy, appropriateness, and compliance with applicable laws (including copyright laws). We may, but have no obligation to, monitor, edit or remove User Content that we determine in our sole discretion is unlawful, defamatory, or otherwise objectionable, or violates any party's rights, any applicable law, or these Terms of Use.

Subject to our Privacy Policy, all User Content will be treated as non-confidential and non-proprietary. You hereby grant to Infinity Experiences a perpetual, worldwide, irrevocable, and royalty-free license to use, display, publish, reproduce, copy, distribute, modify, edit, translate, and otherwise exploit your User Content in all media and formats, including for promotional and advertising purposes. You hereby waive all moral rights that you may have in your User Content.

Privacy and Protection of Personal Information

By using the Site, including without limitation by creating an account or placing an order, you consent to Infinity Experiences' collection, use and disclosure of your personal information in accordance with Infinite Experiences' Privacy Policy, which is expressly made a part of these Terms of Use. Please review our [PRIVACY POLICY](#) carefully.

Infinity Experiences Proprietary Material

Infinity Experiences, together with its affiliates, related entities, suppliers, providers and licensors, exclusively own and retain all rights, title and interest in and to, including any copyrights and other intellectual property rights into: (i) the Site; (ii) the content used, displayed, transmitted, communicated or made available by Infinity Experiences on the Site (including software, materials, formats, slogans, interfaces, information, text, data, graphics, images, pictures, video, icons, audio, music, data compilations, computer code, design, arrangement, etc.) (collectively, the **"Infinity Experiences Content"**); and (iii) all trademarks (registered or not), product names, service marks, brand names, logos and other business identifiers appearing on the Site or on the products or services offered via the Site (collectively, the **"Infinity Experiences Marks"**). The Site, the Infinity Experiences Content and the Infinite Experiences Marks are collectively referred to herein as the **"Infinite Experiences Proprietary Material"**).

You are strictly forbidden from using, storing, reproducing, publishing, redistributing, transmitting, selling, downloading, or otherwise copying, in any manner whatsoever, in whole or in part, the Infinite Experiences Proprietary Material, for any reason, on any media or in any format whatsoever, now known or hereafter devised, without the prior written consent of Infinite Experiences. Any modification or alteration to, digital enhancement of, or creation of any derivative works from, any Infinite Experiences Proprietary Material is also strictly prohibited.

These Terms of Use, or your access or use of the Site, do not grant you any right, title or interest in the Infinite Experiences Proprietary Material and Infinite Experiences retains all rights with respect thereto. The Infinite Experiences Proprietary Material is protected by Canadian and international intellectual property right laws and other applicable laws, including those related to copyright, trademark, patent, or trade secret. Any unauthorized use of the Infinite Experiences Proprietary Material constitutes a breach of these Terms of Use and may constitute a violation of applicable laws.

Infinity Experiences Content

Infinity Experiences uses reasonable efforts to ensure that the Site is regularly updated, and that the information contained on the Site is accurate and reliable. However, despite its efforts, Infinity Experiences cannot guarantee that the Site will be free of errors, inaccuracies, or omissions, and therefore, Infinity Experiences declines all responsibility in this regard. Infinity Experiences reserves the right but has no obligation, except to the extent required by applicable law, to update, change, remove, clarify, or correct any information or content of the Site (including without limitation, pricing information) at any time and without notice. For greater certainty, a modification to the pricing after your purchase or rental will not affect such purchase or rental.

You understand that by using the Site, you may come across content that may be considered offensive, vulgar, indecent, or otherwise objectionable, which content may or may not be identified as explicit. Your use of the Site is at your sole risk and Infinity Experiences will not be liable to you for content that you found to be offensive, vulgar, indecent, or otherwise objectionable.

Third-Party Material

We may, at our sole discretion, include content, advertisements, sponsorships, promotions and/or hyperlinks on the Site, which give you access to other websites, tools, content, products, or services owned or operated by third parties (the **"Third-Party Material"**). You acknowledge and agree that Infinity Experiences will not be liable for, and does not offer any warranty as to, the accuracy, completeness, security, or legality of any such Third-Party Material. The inclusion of such Third-Party Material do not imply any endorsement, approval, or guarantee from Infinity Experiences of any information, content or representation made therein, nor that Infinity Experiences is associated with such Third-Party Material or that Infinity Experiences is legally authorized to use it.

You acknowledge and agree that you are solely responsible for and assume all risk associated with your access and use of any such Third-Party Material (including any transactions made thereto). You may be subject to terms, conditions, and policies from

third parties when you access or use the Third-Party Material and these Terms of Use may no longer apply. Please review such other terms, conditions, and policies from these third parties carefully.

Disclaimer of Warranty

Your access and use of the Site are at your own risk. You acknowledge that the Site is provided to you on an “as is” and “as available” basis. Infinity Experiences makes no representations and disclaims all expressed and implied warranties, guarantees and conditions of any kind, including without limitation, representations, warranties or conditions regarding the integrity, consistency, usefulness, reliability, accuracy, availability, timeliness, completeness, non-infringement, uninterrupted or error-free operation, security, legality, suitability, merchantability, fitness for any particular purpose, absence of computer viruses or other harmful components, or other quality of any part or component of the Site or the Infinity Experiences Proprietary Material, and any guarantees arising from law, statute, usage of trade, established business practices or course of performance. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of consumers, so the above exclusion and limitations may not apply to you.

Some of the information or description provided on the Site may constitute or include a recommendation, judgment, or opinion, and you understand that those are provided to you for indicative purposes only. No advice or information, whether oral or written, obtained from Infinity Experiences (or any of its affiliates, related entities, suppliers, providers, and licensors, or any of their respective employees, agents or representatives) through the Site, Infinity Experiences’ channels on social media platforms, Infinity Experiences’ blog or a Infinity Experiences’ promotional email or newsletter, will create any warranty not expressly made herein.

Limitation of Liability

To the maximum extent permitted by applicable laws, Infinity Experiences, its affiliates, related entities, suppliers, providers, and licensors, and their respective officers, directors, employees, agents, contractors and representatives, will not be liable to you or any third party for any damages, injury, loss or claim, direct or indirect, special, incidental or consequential, even if we are aware of the possibility, including without limitation, any damages for loss of use, data, revenue or profits, directly or indirectly resulting from or related to: (a) any access to your account, by you or anyone else, or any inability to access your account, or any activity performed through your account; (b) your access or use of the Site, or any services or tools made available via the Site, including our Box Office or online store, or any inability to use the same; (c) your subscription to, purchase, rental or use of goods, services or products offered by Infinity Experiences via the Site; (d) any Infinity Experiences Content; (e) any errors, inaccuracies or omissions contained on the Site, the Infinity Experiences Content, or any Third-Party Material; or (f) any failure of performance, error, omission, interruption, communication failure, delay in operation or in transmission, defect, theft, virus, destruction, unauthorized use or access to, alteration or shutdown of the Site.

Infinity Experiences will not under any circumstances be liable to you or any third party for any losses or damages whatsoever to your system, computers, devices, other hardware, or data contained thereon, and expressly disclaims any such liability.

You agree that your exclusive and sole remedy against Infinity Experiences under these Terms of Use is to stop using the Site.

Indemnification

You agree to indemnify and hold Infinity Experiences, its affiliates, related entities, suppliers, providers, and licensors, and their respective officers, directors, employees, agents, contractors, and representatives, harmless from and against any and all claims, liabilities, damages, losses, costs and expenses (including, but not limited to, attorneys' fees and legal expenses) arising out of or in connection with: (a) your breach of these Terms of Use, our Privacy Policy or our Terms of Sale; (b) any access to your account by you or anyone else, and any activity performed through your account; (c) your User Content; (d) any violation by you of our intellectual property rights in the Infinity Experiences Proprietary Material; or (e) any violation by you of any law or rights of a third-party.

We reserve the right to assume the exclusive defense and control of any claim subject to indemnification, and you agree to assist and cooperate with Infinity Experiences, on request, in the settlement or defense of any such claim.

Duration and Termination

These Terms of Use are effective and binding on you from the date you use the Site and will end when terminated by you or us in accordance with the provisions stated herein. Any provisions of these Terms of Use, which by their meaning are intended to

survive the termination of such Terms of Use (including, without limitation, Infinity Experiences Proprietary Material, Disclaimer of Warranty, Limitation of Liability, and Indemnification), will so survive.

Infinity Experiences may, in its sole discretion, suspend, remove, discontinue, or disable access to the Site (or any part, feature or content thereof) at any time and for whatever reason, without notice. If you violate any provisions of these Terms of Use or the rights of any third party, Infinite Experiences may also, at its sole discretion, with or without notice to you, terminate these Terms of Use and your right to access and use the Site (or any part thereof) and/or deactivate your account. Infinite Experiences will not be liable to you or any third party for exercising any such rights, and such rights will not limit any other rights and remedies that Infinite Experiences may have contractually, at law or in equity.

Upon termination of these Terms of Use, you agree to cease all use of the Site.

You may also cease to use the Site or terminate your account at any time.

Force Majeure

Infinite Experiences will be relieved of its obligations stipulated herein if and for so long as it is unable or prevented from performing such obligations by circumstances beyond its reasonable control (including without limitation, government order or act, labour dispute, failure of transmission facilities, electrical outages, network failure, Act of God, or pandemic).

Entire Agreement, Severability and Waiver

These Terms of Use, together with our Privacy Policy and the Terms of Sale, constitute the entire agreement between you and Infinity Experiences with respect to your use of the Site, and supersede any prior agreements or understandings between you and Infinity Experiences, whether oral or written.

These Terms of Use shall be binding upon and enure to the benefit of both you and Infinite Experiences, and any respective successors, permitted assigns, legal representatives, heirs, and trustees.

If any provision of these Terms of Use is determined to be illegal, inapplicable, or unenforceable by applicable law or a court of competent jurisdiction, such determination will not affect the validity and enforceability of the remaining provisions of these Terms of Use.

The failure to exercise or enforce any provision of these Terms of Use will not constitute a waiver of the right to subsequently exercise or enforce such provision or any other provisions of these Terms of Use.

Governing Law

These Terms of Use, and all activities conducted through the Site, are governed by the laws of the Province of Quebec and any federal laws of Canada applicable thereto, without regard to any conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply in any way to these Terms of Use or to any activities contemplated by these Terms of Use.

You expressly agree that any claim or dispute relating to these Terms of Use, or to your access or use of, or inability to access or use, the Site (including any part thereof or any Infinity Experiences Content), will be subject to the exclusive jurisdiction of the courts located in the judicial district of Montreal, Quebec, Canada.

Customer Service

For any questions, comments and/or complaints you may have about the Site, you may contact us by phone at 1 855 526-8888, by email at info@theinfiniteexperience.world, or by mail addressed to Infinity Experiences, Attn: Customer Support, 407 Saint-Pierre Street, Montréal, Québec, H2Y 2M3, Canada.

Language

It is the express wish of the parties that this document and all related documents, including notices and other communications, be drawn up in the English language only. *Il est de la volonté expresse des parties que ce document et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.*

Last updated: May 24, 2022