

Legal Notice, Privacy Policy and Terms of Use

Welcome to the todoc.ca website (hereinafter referred to as "**Secure**", "**our site**", or "**we**" for the purposes of this document). The services offered on our site are provided by the corporation CORPORATION DE LOGICIELS PH-10D INC., subject to the terms of use outlined below (the "**terms of use**"). CORPORATION DE LOGICIELS PH-10D INC. is the sole and exclusive owner of our site and operates it independently. The domain name www.todoc.ca is a corporate name owned by CORPORATION DE LOGICIELS PH-10D INC., which has reserved its exclusive use.

Our site includes text, images, graphics, photos, audio and video clips, and other elements (collectively referred to as the "**Content**") that we provide to deliver our services.

Whether by accessing our site, using the services offered on it, creating a client account, downloading any element of the Content or any document from our platform, or uploading (upstream transfer) any document to our site, you agree to be bound by the applicable terms of use and to comply with them, as they constitute a contract between you and our site by the mere fact of accessing or using it. These terms of use, including our privacy policy, create legal obligations binding you to our site and represent the complete agreement between you and our site. However, no agency, partnership, joint venture, or principal-agent relationship is created between you and our site through these terms of use, unless a prior written agreement to that effect exists between you and our site and/or CORPORATION DE LOGICIELS PH-10D INC.

This agreement comes into force for an indefinite period from the moment you use or access our site. Your use of the site implies that you accept the terms of use stated herein, as well as all related policies, conditions, and rules, and that you consent to the collection, use, retention, and protection of your personal information in accordance with these provisions.

The following sections of these terms shall survive any termination of the terms of use: (a) Restrictions on the use of our site; (b) No warranty offered for certain elements and limitation of liability; (c) Disclaimer; (d) Limitation of liability; and (e) Indemnification. These terms of use will still apply to users who do not open a client account on our site, as long as they have accessed it.

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY REGARDING THE TERMS OF USE OF OUR SITE. BY CLICKING "I ACCEPT," YOU AGREE AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS OF USE AND THAT YOU AGREE TO BE BOUND BY THEM. IN THAT CASE, YOU WILL BE PERMITTED TO OPEN A CLIENT ACCOUNT ON OUR SITE. HOWEVER, IF YOU DO NOT ACCEPT THESE TERMS OF USE, YOU ARE PROHIBITED FROM USING OUR SITE AND MUST IMMEDIATELY EXIT IT.

By using any current or future service on our site, or by accessing our site or the site of any affiliated company — whether or not it is listed on our site — you are also bound by the terms and conditions governing that service or company.

By agreeing to comply with the terms of use of our site, you acknowledge that the services offered on our site are for your personal use only and that it is strictly prohibited to allow a third party to use or share your username and password for our site. Failure to comply with this requirement may result in the immediate suspension of your client account.

If you create or use a client account registered in the name of a legal entity on our site, you represent to us that you are authorized to act on its behalf and that you have the authority to bind that entity to our terms of use, it being understood that such an account will then be considered the property of and under the control of that legal entity.

WARNING:

To provide our services to users in the most secure manner possible, our site uses virtual dedicated servers, also known as virtual servers, which are essentially virtual machines that contain all the Content of our site, the software it uses, its operating system, and any databases or personal information collected, if applicable. A virtual server is a simulated server running on a hosting server, which is a physical server responsible for managing and maintaining the performance of all the virtual servers it hosts.

Our virtual servers are hosted on a physical server — a tangible hardware server — located in Canada. These virtual servers operate independently and are not connected to any other virtual servers that may also be hosted on the same physical server, thanks to partitioning of the physical server into multiple virtual servers. Therefore, our virtual servers have all the characteristics of standard dedicated servers thanks to virtualization technology. We chose to use virtual servers because they offer greater Internet security and improved service reliability.

All requirements set out in the Terms of Use that apply to our site also apply to the company providing hosting services for our virtual servers, since it has signed an agreement with us that imposes obligations on it.

Although we use hosting services from a specialized Canadian company to operate our virtual servers, we retain exclusive rights to operate and manage our virtual servers, which are hosted on that company's physical server.

For the purposes of this document, we will always use the term "our servers" even though we use virtual servers to operate our site.

User Support

If you have a question regarding how our site works or if you wish to submit a complaint about services offered through our site, you may contact us at: (514) 657-2034 or toll-free at 866-301-2476.

Ownership of the Site, its Content, and Intellectual Property Rights

Our site and its Content are the exclusive property of CORPORATION DE LOGICIELS PH-10D INC. Our site is protected by exclusive copyright in favor of CORPORATION DE LOGICIELS PH-10D INC., which reserves all rights. As such, the Content of our site must be understood as follows: © ALL RIGHTS RESERVED, CORPORATION DE LOGICIELS PH-10D INC. and CORPORATION DE LOGICIELS PH-10D INC.; indeed, the Content is protected by Canadian and international copyright laws as well as applicable international treaties.

All software that is part of or integrated into our site or ensures its functionality, as well as the source code for such software, is the exclusive, worldwide, irrevocable, and perpetual property of the corporation CORPORATION DE LOGICIELS PH-10D INC., which holds all intellectual property rights — present and future — under all applicable laws and regulations worldwide. CORPORATION DE LOGICIELS PH-10D INC. has granted us a non-exclusive license to use this software on our site.

You agree and acknowledge that all Content accessible on our site — including but not limited to text, graphics, photos, videos, interactive features, and other materials such as client accounts and documents related to the services we offer, **with the exception of any documents and personal information transferred by a user to our site** for the purpose of securing and storing them safely on our site — as well as all trademarks and logos appearing on our site (the "**Marks**") — are the exclusive, irrevocable, and perpetual property of our site and CORPORATION DE LOGICIELS PH-10D INC., or they are the property of third parties if the materials belong exclusively to them, or are licensed for use by our site and CORPORATION DE LOGICIELS PH-10D INC. Accordingly, our site and CORPORATION DE LOGICIELS PH-10D INC. are solely entitled to determine the selection, coordination, arrangement, and presentation of the Content and the Marks. **WARNING:** Please note that the term "Content," for the purposes of this section only, also includes any material whose ownership rights, copyrights, and trademarks belong to third parties. As such, it is prohibited to use such material without the written permission of the respective owners.

By using our site, you agree that the Content and the Marks are protected by copyright, trademarks, and/or other intellectual property rights governed by the laws of Canada and any other applicable legislation. All present and future copyrights, trademarks, and other intellectual property rights relating to the Content and the Marks shall at all times remain the exclusive, irrevocable, and perpetual property of our site and CORPORATION DE LOGICIELS PH-10D INC., or of third parties, as the case may be. Furthermore, our site and CORPORATION DE LOGICIELS PH-10D INC. reserve all rights not expressly granted with respect to the Content and the Marks.

Since we hold all rights to the Content, our site and CORPORATION DE LOGICIELS PH-10D INC. grant you a limited, non-exclusive, and non-transferable license to use and display the Content on your computer for your personal use only, provided that any commercial use of the Content is strictly prohibited, and on the express condition that you do not modify the Content in any way and that you retain all copyright notices and other proprietary notices included therein. You may therefore print or download excerpts from our site and its Content for your personal use only, provided that none of the texts are modified and that each copy you make includes and displays the appropriate copyright notice pertaining to our site and CORPORATION DE LOGICIELS PH-10D INC., or to third parties, as applicable, **except for any documents and personal information transferred by a user to our site** for the purpose of securing them through our services and storing them safely on our site.

Trademarks

The trademarks and logos displayed or used on our site are the property of our site or of third parties, as applicable. By allowing access to our site, we do not authorize anyone, directly or indirectly, to use any trademark appearing on our site without the prior written permission of its owner.

Our Privacy Policy

We have adopted a privacy policy that complies with the requirements of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, and the *Act Respecting the Protection of Personal Information in the Private Sector*, CQLR, c. P-39.1, and which also adheres to the ten principles established by the Model Code for the Protection of Personal Information (CAN/CSA-Q830-96) of the Canadian Standards Association, recognized as a National Standard of Canada.

What we consider to be "**personal information**" is any information relating to or concerning a specific natural or legal person that allows for their identification and can be used to identify them in a specific manner, whether by using that information alone or in combination with other data held by our site; this is why it is sometimes referred to as personally identifiable information. This definition therefore excludes general information that cannot be associated with any specific individual or legal entity. We do not consider as personal information any data that has been anonymized or aggregated in such a way that it no longer allows for the identification of any specific natural or legal person by any means.

In the course of its business activities, our site collects, holds, or uses personal information. Regarding this matter, our site takes appropriate measures and implements security safeguards to ensure confidentiality, except when the services requested by a user require the involvement of third parties — including subcontractors — for execution purposes, particularly to provide technical support for our services. In such cases, these third parties process the personal information on our behalf and use it solely to carry out the specific tasks assigned to them, while being required to maintain the confidentiality of this information unless prior consent has been obtained from you.

We are committed to meeting the minimum requirements regarding the protection of our users' personal information, as well as that of our employees, if applicable. Through our privacy policy, we aim to establish responsible practices governing the collection, use, and disclosure of personal information in a way that respects individuals' right to privacy regarding information that concerns them, and the management of such information, all in accordance with applicable legislation and the National Standard of Canada.

Our privacy policy applies to the personal information that our site collects, holds, uses, or discloses about its users, and it also governs the management of such information in its electronic, verbal, or written form.

Our site has therefore adopted this policy as its commitment to protecting the private and confidential nature of the personal and/or professional data concerning you and that you may transmit through our site. You can rest assured that we will safeguard the confidentiality of your activities and any personal information you share with us, in accordance with our policy. The personnel of our site will only use the information necessary to respond to your request or to provide you with one of our services.

We comply with the requirements of the National Standard of Canada as follows:

- **Accountability** – We take responsibility for the personal information we collect and manage, including the processing of your data, as well as the use, retention, disclosure, storage, and protection of your personal information. To this end, we have designated Natalie Gareau, General Director, to ensure compliance with our policy. If needed, she can be contacted using the telephone numbers listed above. We are also responsible for the personal information in our possession and under our control, including, where applicable, information we may entrust to third parties for processing on our behalf — particularly to provide technical support for our services — in accordance with our instructions and with appropriate safeguards to protect it during processing by the third party. It is understood that we do not grant access to our users' personal information to third parties except in the specific case mentioned above.
- **Identifying Purposes for the Use of Personal Information** – We collect your personal information solely for the following purposes: 1) to provide and improve our services; 2) to better understand your needs; 3) to design and market our services; 4) to manage and design our operational and business activities; 5) to offer user support; 6) to communicate with our users about their accounts and our services; 7) to prevent, detect, and investigate fraudulent or illegal activity on our site; and 8) to comply with legal requirements.
- **Consent** – Every individual must be informed of the collection and use of their personal information and must give their consent, unless an exception to this rule applies. The consent of a natural or legal person to the collection, use, or disclosure of personal information concerning them must be explicit and given for specific purposes; such consent is valid only for the duration necessary to achieve the purposes for which it was provided.
- **Limiting the Collection of Personal Information** – We only collect personal information that is necessary for the purposes outlined above, and by accepting the terms of use of our site, you grant us your consent for this collection.
- **Limiting the Use and Retention of Personal Information** – We do not use or disclose your personal information for purposes other than those for which it was collected, unless we have obtained the consent of the individual concerned or if required by law. Furthermore, we retain your information only for the time necessary to fulfil the purposes mentioned above.

- **Accuracy of Personal Information** – Your personal information must be as complete, accurate, and up to date as required for the purposes for which it is collected or intended. The degree of accuracy, currency, and completeness of the information will be evaluated based on its intended use and the interests of the individual concerned. However, we do not intend to systematically update your personal information unless it becomes necessary to fulfill the purposes for which it was collected.
- **Security Measures** – We take appropriate and necessary steps to protect your personal information using security measures that correspond to the level of sensitivity of the data we have collected about you. We safeguard your personal information by implementing technical security measures that are regularly updated, along with administrative security protocols, to reduce the risk of unauthorized disclosure or data loss, misuse, unauthorized access, or the unauthorized disclosure and alteration of your information due to a breach of applicable security controls. Some of the security measures we have adopted and implemented on our site include the use of firewalls and data encryption, physical access controls to our data centers, and authorization controls required to access personal information.
- **Transparency** – We are committed to providing any user who requests it with clear information about our policies concerning the collection, use, and management of personal information, and to making such information readily accessible.
- **Access to Personal Information** – We commit to informing any user who requests it of the existence of personal information concerning them, how it has been used, and whether it has been disclosed to third parties, if applicable, and to allowing them to review it. Any concerned individual may also challenge the accuracy and completeness of their personal information and request appropriate corrections.
- **Challenging Compliance** – Any user may file a complaint regarding our failure to comply with our privacy policy by contacting the person within our organization responsible for ensuring compliance with this policy.

We do not disclose any of your personal information to third parties, except where such third parties process that information on our behalf and access our databases solely for specific purposes related to the tasks they are required to perform. In such cases, those third parties are not permitted to further disclose your personal information to anyone without having obtained your prior consent. Furthermore, we do not sell or transmit any of your personal information to external organizations.

We may also share information with social media platforms or use social media services to allow you to log into your account on our site. These social media platforms may automatically provide us with certain personal information they hold about you (for example, content you view, content you like, information about ads you've seen or clicked on, etc.). However, we remind you that in such cases, you can control the personal information we are able to access about you through the privacy settings of those social media sites, as well as through the permissions you may grant us when authorizing access to your information held by those platforms. Should you link your social media account with your account on our site and authorize us to access information via that social media platform, you thereby agree that we may collect, use, and retain information about you from those platforms.

We would like to inform you that if you transmit the personal information of someone other than yourself, you must first have obtained that person's explicit consent. Additionally, you must have explained to that person how our site collects, holds, uses, and retains their personal information, all in accordance with our privacy policy.

Our Security Measures Implemented

In general, the methods used to protect personal information should include the following: a) physical safeguards, such as locked filing cabinets and restricted access to offices; b) administrative security measures, such as secure authorizations to access "sensitive" data and selective access to data for authorized personnel only; and c) technical security measures, such as the use of passwords and secure data encryption.

Our site has taken appropriate measures to protect your confidential personal information against loss or theft, as well as against unauthorized access, disclosure, duplication, use, or alteration. Since our business operations are conducted on the web, we have implemented both administrative and technical security measures, with the latter being updated regularly.

Our Adopted Administrative Security Measures

Our administrative protection measures include: a) physical safeguards, such as restricted access to the offices where our site and our company operate and to their equipment; and b) organizational safeguards, such as security background checks and confidentiality agreements signed by their personnel.

In addition, the personnel of our site and our company follow security guidelines that apply throughout our organization, and only authorized members of our staff have access to personal and confidential information. These individuals have agreed to maintain the confidentiality of the personal information provided or transmitted by users, having signed confidentiality agreements with us.

Moreover, each subcontractor or third party with whom we do business — particularly those who process certain data or provide technical support — has signed confidentiality agreements regarding any personal information they may access while performing the specific tasks for which we have retained their services.

Our Adopted Technical Security Measures

The servers used by our site have been designed to ensure highly secure browsing. Our servers are equipped with mechanisms that provide protection against unauthorized access to the personal information we collect.

In addition, all personal information transmitted through our site is protected by encryption technology. When you use our services, we use SSL (Secure Socket Layer) encryption technology, which encrypts your personal information to secure it during transmission or exchange. If an unbroken key or closed padlock icon appears in your browser while conducting a transaction on our site, this indicates that SSL technology is active and protecting you. If we need to use your credit information for a payment made by credit card, you will then access our secure servers when submitting your credit details.

To reassure you regarding the security measures implemented on our site, we recommend that you examine the URL or address bar in your browser. If you are connected to a secure server, the first characters in the address should change from "http" to "https".

All web pages on our site where personally identifiable information or personal data is transmitted are **SECURED** to ensure the protection of information submitted by users to our site.

Our site has implemented standards that are generally recognized within the electronic data exchange industry regarding technology and data security, in order to protect personal information from unauthorized access, loss, malicious use, alteration, or destruction.

Accordingly, we use various security measures, including hardware and software firewalls, automatic session timeout mechanisms, and data encryption certificates (256-bit SSL encryption) to protect the data transmitted through our website.

Below is a brief description of some of the security mechanisms we have implemented on our site to protect your privacy and personal information:

- **Firewalls.** Firewalls are designed to prevent unauthorized intrusions into our site from the Internet. As such, the security of our servers and the data they contain is maximized.

- **Session Timeout.** Automatic session timeout mechanisms disable any inactive connection to a secure online service on our site after a certain period. This measure prevents scenarios where a session is left unattended for too long.
- **Data Encryption.** The use of data encryption certificates (256-bit SSL encryption) ensures that all personal information entered into online services — such as request forms, information transmissions, etc. — is encoded. Our use of SSL encryption allows us to guarantee the confidentiality of the online services offered by our site. You can recognize that a session is secured on our site by the presence of a closed padlock or an intact key. If the padlock is open or the key appears broken, the connection is not secure.
- **Effectiveness of SSL Encryption.** For SSL encryption to be fully effective, the user must use a browser of a compatible version. Regardless of the browser you are using, you can verify 256-bit SSL support by double-clicking on the padlock or key icon (as applicable) and reviewing the information displayed.

Our Site's Commitments Regarding the Protection of Your Personal Information

To further protect your privacy, when our site collects your personal information, it is kept confidential. **Our site is committed to safeguarding the personal information you provide on our site and, as previously stated, will never disclose or share it with third parties for commercial or marketing purposes without your prior consent, except in the following cases: a) transmission of your financial information if, in the future, we process your credit card payment through our service providers; and b) transmission of your information for services you request from us, which may require sharing with the relevant authorities in order to provide you with those services. If we process your credit card payment, we will not store any of your credit card information on our servers.**

Our site is committed to using and disclosing your personal information only for the purposes for which it was collected, unless you consent to its use or disclosure for other purposes, or unless permitted or required by law.

Our site is committed to disclosing your personal information to third parties only in the following circumstances: we reserve the right to disclose personal information to a third party when a law, regulation, regulatory body, search warrant, subpoena, or court order legally requires or authorizes us to do so.

Furthermore, our site commits not to sell, rent, share, lend, or exchange its user list or their personal information with anyone for marketing purposes.

Our site also commits to always complying with applicable anti-spam legislation. As such, our site may use your email address for administrative purposes, but it will never use your email address to send commercial messages, promotional content, or marketing material without first obtaining your prior consent. If such use is made by our site, we will comply with all applicable anti-spam laws.

Tips for Ensuring Your Safety on a Website

Our site has been designed with a constant concern for offering security measures that meet and comply with standard security protocols established for websites, especially concerning the transfer of documents and personal information. Our commitment to maintaining a high level of security on our site does not mean that you are exempt from taking precautions yourself when visiting any website, even in a secure environment.

Indeed, due to the open and public nature of the Internet, it is virtually impossible to guarantee absolute security for data or information transmitted through our site. Unfortunately, despite all our efforts, you should be aware that no technology is perfect and there is always a certain risk that the personal information you transmit on our site may be disclosed without fault on the part of our site and without your consent. In this regard, our site accepts no responsibility for the possible disclosure of such confidential information about you.

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Indeed, despite all the security measures we have implemented, it must be acknowledged that the disclosure, communication, or dissemination of information on the Internet or elsewhere carries risks. Thus, even with the measures adopted to minimize the likelihood of such incidents, we cannot guarantee that our computer systems and tools will be error-free, immune to vulnerabilities, or completely protected from interception, theft, unlawful disclosure, or breaches of confidentiality of any kind.

In some cases, your personal information could be intercepted by third parties whose intentions are unknown to us. In other cases, identity thieves may send you fraudulent emails designed to trick you into revealing personal or financial information — known as “phishing.” If you receive an email that appears to be from our site requesting that you disclose personal information, you should not respond. For example, we will never ask you for your account password, username, credit card information, or similar details by email or text message. If you have received a suspicious email or have provided personal information in response to such an email, text message, or through a pop-up window or fake website claiming to be affiliated with our site, please contact us immediately to report the incident.

Therefore, we strongly advise you to take all necessary precautions to protect your privacy and your personal and confidential information on your end as well.

We consider that you are solely responsible for ensuring that your computer system and device are capable of using our site. In this regard, we recommend that you use and regularly update antivirus software, anti-spyware software, firewalls, and any other tools to protect your systems, as well as keep your operating system and browser up to date when accessing our site.

Tips on Security Measures for Usernames and Passwords

To access your client account on our site, you must use a username and password. You are solely responsible for maintaining the confidentiality of your username and password, for any misuse of them, and for all activities and transactions carried out using your username and password. For security reasons, you are responsible for keeping your username and password confidential and must not disclose them to anyone or allow anyone else to use them. You are therefore fully responsible for any damages resulting from the disclosure of your username and password by you, from any authorization you give for their disclosure, or from any third party using them to access your account. Even though our site disclaims any liability for losses resulting from unauthorized use of your username and/or

password, you may be held responsible for losses or other damages suffered by our site as a result of such unauthorized use. The use of your username and associated password constitutes proof of your use of our services on our site.

You must immediately notify our site if you become aware of or have reason to believe that there has been unauthorized use of your client account or any other breach of recognized standards for ensuring Internet security and confidentiality. We disclaim all liability for any claim related to the use of your username and password as a result of activities undertaken by any third party outside of your control or due to your failure to maintain their confidentiality and security.

This is why we recommend that you never share your password with anyone, whether directly or through an unsolicited phone call or email, that you change your password regularly, and that you never respond to an online request asking for your password. Our site will never ask you to provide your password either online or offline, except when you are prompted to enter it in order to log into our site or services.

Tips on Choosing Passwords

Here are some tips for selecting and using passwords that we recommend you apply.

- Choose unique passwords that you can remember, that are easy to recall without writing down, but that are hard for others to guess — for example, avoid using your birthdate, phone number, or address. We suggest a combination of letters and numbers for better protection.
- Do not use the automatic password generation or memory function that your computer may offer.
- Do not save your passwords on your computer, on the internet, or using software. Anyone who gains access to that information or compromises its security could use it to impersonate you.
- Never disclose your passwords to anyone, especially online — not even to the police, your financial institution, or your internet provider.
- Change your passwords at least every 90 days to protect the security of your personal information.

Tips on the Secure Transmission of Your Personal Information

We offer you a few tips to help better ensure the security of your personal information when using the Internet.

- Always make sure to end your online session before stepping away from your computer.
- Clear your browser's cache memory to prevent information from your previous session from being visible to others. As the procedure to clear the cache may vary depending on the browser, please refer to your browser's instructions for details.
- When you enter a section that contains confidential account information, your browser's security icon should be present. You should see an intact key or a closed padlock (depending on your browser) indicating that your session is secure. A broken key or open padlock indicates that your session is not secure. Remember that a message containing personal information sent without security encryption could be intercepted by a malicious individual or organization.
- Do not respond to any email attempting to get you to disclose personal information, even if it appears authentic. Because email communication is not secure, our site will always ask you to call a verifiable phone number to obtain such information.

Cookies and Similar Technologies Used by Our Site

General Information

Our site uses both small data files placed on your computer, tablet, mobile phone, or other devices (collectively referred to as "**computer**") known as cookies, as well as other similar technologies, each serving different functions.

In general, these cookies and similar technologies allow us to store and later retrieve relevant data and information on your computer for the purpose of identifying you on our servers or information systems. These cookies and technologies do not allow access to your computer or to information transmitted through our site or any other website.

While some cookies are necessary to ensure the proper functioning of our services on the site, others are used to enhance our site's performance or to enable access to additional features on our site.

We use these cookies either on a temporary basis, remaining in place only while your browser is active, or on a persistent basis, remaining on your computer for an extended period as they are stored on your hard drive or device memory and archived there.

Apart from any specific action you take, we consider that by using our site, you consent to our use of cookies and similar technologies.

Ability to Delete or Disable Cookies and Similar Technologies

We would like to inform you that, if you wish, you can block, delete, or disable these cookies and similar technologies if your computer or browser allows it. To do so, please refer to your computer or browser settings, where you can also manage these tools. However, if you refuse access to cookies and similar technologies, you may not be able to access certain features, services, or tools on our site — for example, you may need to enter your username and password more frequently during the same browsing session.

Implementation of Security Measures for Their Use and Access

We protect our cookies and similar technologies by assigning them a unique identifier to ensure that only our site and our duly authorized service providers can interpret the data they contain.

Whenever possible, we prioritize implementing security measures on our site to prevent unauthorized access to our cookies and similar technologies. The use of a unique identifier ensures that only our site can access your data or personal information collected through our cookies.

Third-Party Cookies

We may also use service providers whose specific purpose is to help us carry out various tasks related to the operation of our site or general internet functionality. Please note that these service providers may place cookies on your computer when you use our site's services. These are known as **third-party cookies**, and they are used to collect information to identify your device — such as your IP address or other unique identifiers.

Our Use of Different Types of Cookies

Cookies allow us to store certain information when you use our site, messaging systems, tools, or interact with their content. These are small text files (usually made up of letters and numbers) placed in your browser or computer memory when you visit a website or read a message. They enable the identification of a specific browser or device.

Over the years, our site may use various types of cookies, web beacons, and similar technologies.

Types of cookies we may use include the following:

- Session cookies or temporary cookies, which are automatically deleted when your browser session ends, but allow for linking actions taken during that session;
- Persistent cookies, which are stored and remain on your computer between browsing sessions and are used to remember your preferences or actions across multiple websites;
- First-party cookies, which are set only by the website you are visiting;
- Third-party cookies, which come from a website other than our own and are subject to the privacy policy of the respective third-party site.

You may encounter all the types of cookies described above on our site, but these can be disabled or deleted using tools available in most browsers.

Our Use of Web Beacons

Our site also uses web beacons, which are small images — also called “tracking pixels” or “invisible pixels” — that may be embedded in our site, services, messaging systems, and tools. Generally, these beacons are used alongside cookies and allow us to recognize users of our site and monitor their activities and behaviors. The data collected is only in aggregated form and is used to improve our website’s pages.

Our Use of Similar Technologies

Lastly, our site uses other similar technologies designed to store information in your browser or on your computer using local shared objects or local storage mechanisms — for example, Flash cookies, HTML5 cookies, and other software applications. Some of these technologies can only be managed directly from your device or applications, even though they operate across all browsers. However, we do not use these technologies to store information about you for advertising targeting purposes.

The Purpose of Our Use of These Files and Technologies

Our site uses cookies, web beacons, and similar technologies that are necessary to ensure its proper functioning. For example, their use is essential for detecting unusual behaviors and fraudulent activities on our site, while in other cases, they enhance security. They also allow you to use features such as shopping carts or saved searches.

We also use cookies, web beacons, and similar technologies to evaluate the performance of our site, services, and tools, to understand how users interact with our site, to determine whether users have used our messaging system or viewed a specific page or link, and to improve the content on our site.

Our site uses cookies, web beacons, and similar technologies solely to provide you with advanced functionality when using our site, services, or tools, as well as for statistical purposes. For example, they can recognize you when you log in to our site, track the pages or elements you have viewed, and improve how content is presented on our site.

Our Use of Other Cookies

By using our site, statistical cookies — such as Omniture and Google Analytics cookies — and web beacons collect your IP address (or the unique identifier of your computer) to allow us to generate aggregate data and statistics about your visits to our site, analyze traffic, and improve the site based on your needs.

We use preference cookies to collect your IP address (or your computer’s unique identifier) and browser data such as language, time zone, and plugins, in order to offer these as default settings during your future visits to our site.

In certain cases or for specific functions, we use login cookies and session state cookies.

We use login cookies in your client area, and they store information related to your computer (such as your IP address or unique device identifier) and the information you previously entered, so we can suggest these as default values when you return to our site using the same computer.

As for session state cookies, we use them to ensure the proper functioning of your client area.

Management of Your Personal Information

It is important to inform you that we do not store your personal information in our cookies or similar technologies. However, in the future, we may collect and store personal information through the use of these cookies or technologies, in which case you will be deemed to have consented by accepting our terms of use; nonetheless, please note that you will also have the option to disable them.

Use of Technologies on Our Site by Service Providers

We work with third-party service providers, such as google.com and several other Google-related products, doubleclick.net, invitemedia.com, and admeld.com, who may deploy third-party cookies, web beacons, or other technologies on our site to store information related to our site, services, and tools. The data collected on our site by these third-party service providers is not considered “sensitive.”

These technologies help provide you with an enhanced, faster, and more secure experience on our site. For example, they assist in delivering our site’s content while collecting anonymous data for analytics purposes.

However, we have not authorized any of these third parties to collect your **IDENTIFIABLE** personal information on our site for their own purposes.

Dynamic Links and Software Downloads on Our Site

The dynamic links available on our site may allow you to access other websites that are not managed or controlled by our site or by CORPORATION DE LOGICIELS PH-10D INC., including websites affiliated with our site and/or CORPORATION DE LOGICIELS PH-10D INC. If you click on these links, you will leave our site and be redirected to another website. In doing so, we cannot guarantee that you will be adequately protected; these other websites may send you their own cookies, collect data about you, or request personal information. The fact that these websites are listed on or accessible from our site does not in any way engage the responsibility of our site. By using our site, you automatically release us from all liability related to your use of these other websites.

You are therefore responsible for reviewing the privacy policies and data protection rules specific to each of those websites to which you are redirected when clicking these links. Our site disclaims all responsibility regarding the privacy practices of those other websites, the information they collect, and the security of the personal information you may provide on them. If you want those websites to stop sending and reading cookies on your computer, you must contact them directly to make that request.

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your own risk. It is your responsibility to ensure that any website you choose to visit is free of potentially harmful elements such as viruses.

Dynamic links to websites offering software downloads are also provided for your convenience only, and we are not responsible for any issues associated with downloading such software, nor for any damages that may result from such downloads.

Documents Submitted by Users on Our Site and Their Content

You may submit, transfer, or display documents or content on our site provided that the material is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing on the intellectual property rights of third parties, harmful or objectionable to others, and does not contain computer viruses, chain letters, or any form of spam or junk mail. If you fail to comply with these restrictions, we may immediately suspend the use of your client account.

Restrictions on the Use of Our Site

With respect to the use of our site, the following are expressly prohibited: (a) creating a co-branded site using our site without our prior authorization; (b) reproducing part or all of our site at any time; (c) licensing or reselling any data or information obtained from our site; (d) using or allowing a third party to use any data or information obtained from our site; and (e) using any data or information obtained from our site to provide, either directly or through a third party, a service that is not authorized or that is prohibited under our terms of use.

By using our site or any of its services, no user may, under any circumstances, at any time, and for any reason: (a) act in a way that places an unreasonable or excessive load on our site's infrastructure; (b) use any device, software, or routine to interfere or attempt to interfere with the proper functioning of our site or any activity occurring on it; (c) attempt to decipher, decompile, reverse engineer, or disassemble any software associated with or part of our site or any services offered on it, or attempt to modify any data obtained from our site without our approval; (d) frame or link to any material or information available on our site unless expressly permitted by our site; (e) copy, reproduce, modify, distribute, or publicly disclose any Content — except your personal information — from our site, services, or tools, or create derivative works therefrom without our express written consent or that of the third party concerned, as applicable; (f) interfere or attempt to interfere in any way with the proper operation of our site, services, or tools, or any activity taking place on our site; and (g) bypass any measures designed to prevent or restrict access to our site, including our robot exclusion protocols.

Indeed, our site currently implements robot exclusion protocols. All Content appearing on our site is the exclusive property of Secure and CORPORATION DE LOGICIELS PH-10D INC. or has been licensed to them by users or third parties, and this Content is protected under applicable Canadian and international intellectual property laws. Therefore, you agree not to use robots or any other automated means to access our site for any reason without having first obtained the express written consent of Secure and/or CORPORATION DE LOGICIELS PH-10D INC.

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Finally, when using our site, you may not use a false email address, impersonate another person, misrepresent yourself as any individual or legal entity, mislead others about the origin of a document or other content, or falsely represent that you are acting on behalf of other users or on behalf of our site.

Notwithstanding the above, we grant public search engine operators permission to use spiders to copy material from our site solely for the purpose of creating publicly available search indexes of that material, but we do not permit the use of caches or archives of such material. Our site reserves the right to revoke these exceptions either generally or in specific cases.

You acknowledge and agree that our site may, at its discretion, without limiting any other remedies and without prior notice to you, take any of the following actions, particularly if we believe you have misused our site: (a) limit, suspend, or terminate your client account; (b) suspend or terminate your use of our site; (c) remove or delete any information you have provided to us, including when we believe you have violated these terms of use; and (d) implement technical and legal measures to prevent you from using our services. You also agree that our site shall not be held liable to you or any other person for any of the actions taken above. Therefore, if you disagree with our terms of use or the operation of our site, your sole remedy is to stop using our site.

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We do not guarantee the continued operation of our site or its services in any way. We reserve the right to terminate or interrupt them at any time, at our sole discretion and without notice. Consequently, we assume no responsibility for any harm or damages that the cessation or interruption of our site or services may cause you.

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By using our site and services, you agree that our site may collect, transmit, store, and use your personal and confidential information on servers located in Canada, and that our site may manage this information accordingly.

Indeed, our site maintains a log to record events related to security or those that are relevant for audit purposes or statistical analysis. This log may include records of all access to our site or to sections of it, certain communications sent or received by a user, as well as various other activities related to the use of our site.

To better tailor our site to user expectations, we retain information necessary to count the number of visitors, identify the most visited pages, determine the technologies used by visitors, identify referring sites, and track the country of origin of our users.

Disclaimer

You agree that your use of our site and the services offered on it is at your own risk.

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By using our website and our services, you agree to assume full responsibility, to defend, indemnify, and hold harmless our website and CORPORATION DE LOGICIELS PH-10D INC., as well as their owners, shareholders, related companies, affiliates, associates, licensees, directors, officers, employees, agents, mandataries, representatives, parent company, and subsidiaries, from and against any claim, damage, loss, demand, liability, obligation, cost, debt, expense, cause of action, and judgment (including reasonable legal fees and court costs), arising out of or relating to: (a) your use of or access to our website and its Content, including allowing others to use your username, password, and client account; (b) your breach of any terms of use of our website or any of the conditions set out herein; (c) your infringement of any rights of a third party, including, without limitation, copyright, property rights, or privacy rights; (d) any claim or action alleging that material you transmitted or uploaded to our website caused harm to a third party. This obligation to defend and indemnify shall survive the terms of use set out herein and your use of our services on our website.

You also agree to hold harmless and indemnify our website and CORPORATION DE LOGICIELS PH-10D INC., as well as their owners, shareholders, related companies, affiliates, associates, licensees, directors, officers, employees, agents, mandataries, representatives, parent company, and subsidiaries, from and against any claim or action, including reasonable legal fees and court costs, brought by a third party as a result of your breach of these terms of use, your unauthorized use of our website or services, or your violation of any applicable law or the rights of a third party.

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of an acquisition or merger involving CORPORATION DE LOGICIELS PH-10D INC., the owner of this site, we reserve the right to transfer any personal information or confidential data we have collected from users of our site as part of such transaction.

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Our website is operated from Canada and our servers are located in Canada. Our website is governed by the laws of the Province of Québec and the applicable laws of Canada, and the terms herein must be interpreted in accordance with those laws.

We make no representations or warranties to any party that the Content and material on our site may be used in other locations outside of Canada in compliance with the applicable laws of such locations. We inform users that it is prohibited to access the Content and materials of our site or to use our site from any territory where such Content or use would be unlawful. Our site and CORPORATION DE LOGICIELS PH-10D INC., including their owners, shareholders, directors, officers, employees, mandataries, and agents, disclaim all liability with respect to the use of this site from outside Canada where such use would be deemed illegal. By accessing our website, users do so on their own initiative and are solely responsible for complying with all applicable laws in jurisdictions outside of Canada.

By accessing or using our website, you agree that the laws of the Province of Québec and the applicable laws of Canada, without regard to conflict of law principles, shall govern the terms of use set forth herein, as well as any dispute that may arise between you and our website and/or CORPORATION DE LOGICIELS PH-10D INC. All disputes, actions, and claims relating to our website and the elements it contains, or arising from or connected to its use, are governed by the laws of the Province of Québec and the applicable laws of Canada and must be submitted to the exclusive jurisdiction of the courts of the Province of Québec.

Change of Ownership of Our Website

In the event of a merger between CORPORATION DE LOGICIELS PH-10D INC. and another company, or the acquisition of our website by such a company, we may disclose information, including your personal information, to that entity. In such a case, we undertake to request that the merged entity or purchaser, as the case may be, respect our privacy policy regarding your personal information. Should your personal information be collected, used, shared, or retained for any new purpose not currently covered by these terms of use, we commit to informing you of how your personal information will be handled for these new purposes.

Other Provisions

The terms set out herein constitute the entire agreement between our website and its users regarding its use. The failure of our website to insist upon strict compliance with any provision of these terms shall not be construed as a waiver of its rights under these terms. If any provision of these terms is found to be null, invalid, or otherwise unenforceable by a competent court, the validity of the remaining provisions shall not be affected.

Modifications to Our Website and These Terms of Use

We reserve the right to make changes and updates to our website, our policies, and the terms of use set forth herein at any time and without notice. Any such modification or revision shall take effect immediately upon being posted on our website. Your use of our website shall be governed by the version of the terms of use posted at the time of such use. Accordingly, any personal information collected by our website prior to such modifications or revisions shall become subject to the new terms of use. Therefore, we encourage you to review the terms of use before using our website.

If you continue to use our website after such modification or revision has been posted, this shall constitute your acceptance of the modification or revision. If you do not agree to be bound by any modification or revision to the terms of use, you must immediately cease using our website and you will no longer be permitted to use it. If any of the modified or revised terms of use is deemed invalid, null, or otherwise unenforceable for any reason, such term shall be considered severable and shall not affect the validity and enforceability of the remaining terms of use.

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