



## Privacy Policy and Terms of Use

### Description

## **These Terms of Use constitute a legal agreement between you and us with respect to access and use of the Website**

### **1. TERMS OF USE**

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OUR WEBSITE.

#### **1. Acceptance of Terms of Use**

When you browse the Website or use any of the features, (the “Features”), you agree to be bound by the Terms and Conditions.

IF YOU DO NOT WISH TO ACCEPT THE TERMS OF USE, PLEASE DISCONTINUE ANY USE OF THE WEBSITE.

The Terms of Use may be changed at any time at our discretion. Your use of the Website and/or its Features, including, in particular, podcasts, subsequent to the posting of any changes will be deemed acceptance of the revised Terms of Use. Please kindly visit this page at regular intervals.

#### **2. Termination**

We reserve the right to terminate the Terms of Use and/or your right of navigation and use of the Website or any part thereof or Features or one of them, at any time, without cause and without prior notice and at our sole discretion.

#### **3. Registration, Subscription, Username and Passwords**

Some of the available features on the Website may require registration or subscription. If you choose to register or subscribe to such a feature, you agree to provide truthful and timely information about yourself as required by the registration or subscription process and to update this information promptly if necessary to ensure it remains accurate and complete.

You acknowledge that you are responsible i) to maintain the confidentiality of the password that you choose or is assigned to you following your registration or your subscription; ii) for any activity that occurs under your user name or password; and iii) to log out from your account at the end of each session.

Furthermore, you agree to notify us of any unauthorized use of your user name or password. If you fail to meet the obligations set out in this clause, we will not be liable for any loss or damage arising therefrom.

#### **4. Copyright**

All articles, text, graphics, images, photographs, information, audio clips, video clips, software and codes available on the Web Site (the “Content”), including how the content is presented, are protected by Canadian



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The Website is protected under the legislation on the copyright as a collective work and/or compilation pursuant to Canadian and foreign laws.

You agree to abide by all additional copyright notices, information and restrictions on or in the content which can be accessed through the Website and/or the Features.

We grant you a non-exclusive, non-transferable license to use and display the Website and/or the Features on your computer or another electronic device solely for the purpose of personal and non-commercial use, provided you do not modify the Content and that you maintain all copyright notices.

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No elements of the Website or the Features should be construed as granting you any right, title, interest or other licenses in embedded Software, Website or Features or in Software or Content that can be downloaded from the Website, including, in particular, any intellectual property rights in Software.

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Nothing contained on the Website or in the Features should be construed as granting you any license or right to use any logo, design or trademark of Westmountmag.ca or a third party.

## **6. Responsibility for people underage**

In the event that you authorized, as a parent, legal guardian or other, a minor person to browse the Website or use the Features, you acknowledge that you are responsible for: i) the person's behaviour online; ii) controlling the person's access to and use of the Website and/or the Features; and iii) the consequences of any misuse of the Website and/or the Features by the person. You also acknowledge that certain sections of the Website and Features may occasionally contain inappropriate content for a minor.

We recommend making reasonable supervision of the use of the Website and Features by underage persons



under your care and we assume no liability in this regard.

## 7. Agreement on content submissions and licensing

WestmountMag.ca wishes to publish articles, columns and stories of all kinds including, but not limited to, fiction, non-fiction, poetry, artist galleries and photo essays.

Subject to approval, editing and revision of your content, WestmountMag.ca accepts to post your “Content” – articles, poems, messages, data, text, music, sound, photographs, images, videos and other material submitted – for online publication. In exchange, you grant to WestmountMag.ca worldwide publication rights as well as the right to archive your Content on its site. As an author, you retain all copyright and full ownership of the Content you submitted and/or published on WestmountMag.ca.

When submitting and/or downloading your Content on the Site, you grant WestmountMag.ca a free and exclusive license to use, store, adapt, translate, modify, transmit, and disseminate your Content, and to give the public access to your online Content. However, **as an exception**, when submitting and/or downloading **poetry** or **short story Content** on the website, WestmountMag.ca is only granted a free, **non-exclusive license** to use, store, transmit and disseminate your Content to give the public access to your online Content.

In addition to providing the above license, you agree that your name and, if applicable, any personal information provided by you, will appear with your content and you consent to the display of this information on the Internet.

You acknowledge and agree that Westmountmag.ca can not be held responsible for any loss, damage or corruption of your Content and you acknowledge and agree that the Content you submit or provide for publication in Westmountmag.ca will be considered non-confidential.

You represent and warrant to WestmountMag.ca that: i) your Content is original; ii) your Content does not violate any intellectual property, including in particular copyright laws; iii) you are the sole owner of all intellectual property rights, including in particular the copyright on your Content, or you have obtained written permission from the Content owner to submit and publish the Content; iv) your Content is not defamatory or profane, obscene, hateful, discriminatory and does not infringe the rights of others to privacy.

## 8. Disclaimer Notice

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## **9. Professional Information**

The Website may, from time to time, make available information related to various professional fields of practice, including, in particular, health and fitness, law, accounting and financial planning and investments (the "Professional Information").

The Professional Information is provided solely for educational and entertainment purposes and should in no way be construed as a recommendation for a particular treatment, a product or plan of action. Use of the Website does not replace consultations with a qualified professional.

## **10. Links to third party websites**

The Website contains hyperlinks to third-party websites ("Third Party Sites") that take you outside Westmountmag.ca. The Website. provides these links for your convenience only.

Third-Party Sites are not under the control of Westmountmag.ca and hyperlinks can not be interpreted as an approval or endorsement of their content by Westmountmag.ca.

Westmountmag.ca is not responsible for content on Third Party Sites, the links they contain or any changes or updates made to them, and Westmountmag.ca offers no guarantee about them.

## **11. Links to our website**

Westmountmag.ca encourages links to the Website. However, it does not want to be tied to any third party site i) offering content constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or would otherwise violate any local, provincial, national or international law or regulation; or ii) which is likely to impair or affect the operations, credibility or integrity of Westmountmag.ca; or iii) which contains, posts or transmits any material or information that goes beyond the legal standards and/or moral standards of



Canadian society; or iv) which contains, posts or transmits any information, software or other material which violates or infringes the rights of others, including material which is an invasion of privacy, or rights to protection of personal information, or is protected by copyright, trademark or other proprietary rights.

Westmountmag.ca reserves the right to prohibit or refuse to accept any link to the Website at its sole discretion, at any time. You agree to remove any link you may have to the Website upon request from Westmountmag.ca.

## **12. Using the search engine**

Any sound, image, sound effect, sound recording, musical performance, video, film, audiovisual work or any other work (the "Multimedia Content") found through a search engine available on the Website is protected by copyright and/or other intellectual property.

Westmountmag.ca has no right to allow you to reproduce, distribute, display or perform in public, communicate or create derivative works from any files containing such Multimedia Content. When searches result in links to other sites, all Content on these Third Party Sites is owned by entities other than Westmountmag.ca.

If you want to use the Content on a third-party site that you accessed through the search engine on the Website, we recommend you contact the Content owner to obtain permission to use the Content.

## **13. Cookies (also called HTTP cookies, web cookies, Internet cookies, browser cookies)**

Westmountmag.ca may place one or more cookies ("Cookies") on the hard drive of the computer from which you browse the Website. Cookies sent from the Website are not intended to identify you but to record your browsing activity.

In any case, cookies are NOT intended to exploit personal information about you. You can oppose the registration of cookies on the hard drive of the computer from which you browse the Website by changing the browser's navigation options in the software preferences.

## **14. Monitoring**

You acknowledge that Westmountmag.ca is under no obligation to monitor the Website or any Content accessible through the Website. However, you acknowledge that Westmountmag.ca has the discretionary right to monitor the Website electronically and to disclose any information necessary to comply with any law, regulation or governmental request, to operate the Website properly, or to protect itself or protect its users under the "Privacy Policy" below.

## **15. Indemnification**

You agree to hold WestmountMag.ca, its directors, its employees, agents, licensors or their respective successors and assigns free and harmless, and take up their cause as to all claims, demands, liabilities, costs or expenses of any kind, including, without limitation, legal fees and disbursements resulting directly or indirectly from: i) your breach of the Terms of Use; ii) your navigation, use or inability to navigate or use of the Website and/or any features or site to which the Website is or may be linked occasionally; iii) your use of publications, communications, distribution or downloads of any kind through the Website and/or Features, or because you relied on them; and/or iv) your violation of the laws or applicable regulations. You also agree to cooperate with us in challenging any claim.

## **II. COLLECTION AND PROTECTION OF PERSONAL INFORMATION AND YOUR PRIVACY**



The collection of personal information allows us to offer products and services that interest you, to promptly and adequately meet your needs and to continually improve our contribution to your quality of life.

For purposes hereof, “personal information” means, in accordance with Canada’s Personal Information Protection and Electronic Documents Act (the “Act”), any information about an identifiable individual, excluding the name and title of an employee of an organization and the address and the workplace phone number (“Personal Information”).

Protecting your privacy is important to us and we have developed a policy to protect the personal information that you provide, information about you that identifies you, such as your name, residential address, email address and phone number. Our policy is to manage the collection, use and disclosure of personal information in accordance with Canada’s Personal Information Protection and Electronic Documents Act ([S.C. 2000, c. 5](#)).

In some exceptional circumstances, personal information may be collected, used or disclosed without the knowledge and/or consent of the person concerned. These exceptions include the collection of personal information for legal purposes, security or for the detection and prevention of fraud.

Although it is not our intention to frequently or substantially modify the practices described below, it could happen that we do to serve you better in the future or in view of the evolution of technology. Therefore, we invite you to review the content regularly.

## **GENERAL PRINCIPLES**

WestmountMag.ca’s policy is to manage the collection, use and disclosure of personal information in accordance with applicable legal requirements in this field, including the standards set out in the law. In some circumstances, personal information may be collected, used or disclosed without the knowledge of the person concerned or consent. These exceptions include, without limitation, personal information collected for legal purposes, security or for the detection and prevention of fraud.

In its collection and management of personal information, WestmountMag.ca undertakes to respect your privacy and to implement the following 10 principles of protection according to the Canadian Standards Association privacy code, unless when the law exempts:

### **1. Designating a person responsible for monitoring this policy**

All employees of Westmount Magazine are responsible for WestmountMag.ca’s policy and practices in managing personal information. It is important for us that you can easily identify the person to contact about it, if necessary. WestmountMag.ca has appointed a person to monitor its compliance with the law and to the ten principles of protection of privacy. This person is Andrew Burlone, email: [aburlone@westmountmag.ca](mailto:aburlone@westmountmag.ca); telephone number: 514 931-6098.

### **2. Reception and treatment of any complaints regarding the implementation of this policy and resulting practices**

Any request or complaint concerning the implementation of this policy may be sent to the following email address: [info@westmountmag.ca](mailto:info@westmountmag.ca)

### **3. Identify the purpose of collecting information**

WestmountMag.ca determines before or at the time of the collection of personal information the purpose for



which the information is intended, including, among others, the following purposes:

- Establishing and maintaining commercial relationships of trust with our customers, readers and subscribers and providing them with quality service;
- Knowing your needs and preferences;
- Meeting the requirements of laws and regulations.

The personal information collected is used only for these purposes, with exceptions arising by law or with your consent to other use.

#### **4. Consent**

WestmountMag.ca obtains your consent for the collection, use and disclosure of personal information about you, with exceptions under the law. Please note that you can always withdraw your consent in this regard by unsubscribing from the mailing list in the section provided for this purpose at the bottom of received emails. You can also contact the person listed in Section 1 in this regard.

#### **5. Limiting Collection of Personal Information**

We collect only the personal information necessary according to circumstances.

We indicate, if applicable, the mandatory or optional nature of a request for personal information, and the consequences of your choice not to communicate any of this information.

#### **6. Limiting the use and disclosure of personal information**

Your personal information will only be used or disclosed for the purposes for which it was collected unless you have agreed to other uses or that the law permits or requires.

You can choose not to receive information from the website at any time by unsubscribing from the mailing list option in the section provided for this purpose at the bottom of received emails. You can also make a request to the following address: info@westmountmag.ca

#### **7. Accuracy of personal information**

WestmountMag.ca takes reasonable steps to ensure that your personal information is as accurate, complete and current as necessary given the purpose for which it was collected. You can help by contacting us at the following address: info@westmountmag.ca, or by regular mail addressed to Westmount Magazine, Customer Service, 1106 Greene Avenue, Westmount, QC, Canada H3Z1Z9.

#### **8. Privacy**

WestmountMag.ca protects by appropriate safety measures, depending on the circumstances, the personal information entrusted to us.

#### **9. Transparency**



WestmountMag.ca makes its policy to protect privacy regarding the collection, use and disclosure of personal information available here.

## 10. Individual Access

Subject to the conditions and exceptions of the law, WestmountMag.ca allows you to have access to your personal information that we hold.

WestmountMag.ca will notify you, upon request, of the existence of any personal information concerning you, of the use made of it and the fact that it has been disclosed to third parties, if applicable, and will allow you to consult it. You will be able to challenge the accuracy and completeness of the information and have it amended as appropriate.

## COLLECTION OF PERSONAL INFORMATION

Typically, phone calls, emails, the website and mobile applications do not serve as collection tools for personal information.

However, in certain circumstances, we may ask you to register and provide your name and some personal information when you register for a contest, purchase a subscription, put comments on our website or through a mobile application, if you create an account, or if you subscribe to one of our newsletters.

You can always refuse to do so. In such a case, you will still have access to most of the website and/or mobile applications features but you will not be able to access the sections or functionalities requiring registration.

If you agree to register, the information you provide will be used primarily for the following purposes other than those specifically designated at registration:

- Help us to ensure the relevance of our products and services, website and mobile applications by tailoring the content to your personal needs;
- Allow us, in the “Comments” section, to ensure compliance with the rules of decorum, politeness and quality of exchanges;
- Inform you of any fact, event, product, service or offer that might interest you.

We will not disclose your personal information to a third party other than as provided by law. However, it is possible that we use such information for the purpose of research or statistics. In these circumstances, the transmission of such research or statistics will not disclose your identity or personal information.

We manage all direct marketing campaigns that are carried out on our website or digital applications. We do not share any personal information with third parties for such purposes.

You can choose to unsubscribe from services requiring registration at any time by editing your profile or by contacting us by email.

If you are under 18, please get permission from a parent or guardian before transmitting personal information.

If you are a parent, we encourage you to be aware of the Internet usage of your child.

## COOKIES AND AUDIENCE ANALYSIS





Some pages of our website require sending cookies. The cookie is a file installed on the hard drive of your computer that contains information improving communication between our server and your browser.

Our server installs a permanent cookie on your computer during your first visit and, according to which applications you use, other temporary or permanent cookies that handle technically some choices you make could be used.

Cookies may be placed on your browser by our ad management server.

Rest assured that no personal information is stored in cookies.

You can reject or disable cookies. To do this, check your browser configuration options. In this case, certain functions of our website will not be available.

Our mobile applications can use devices such as audience analysis software to obtain information on the use of data and traffic patterns and improve the content and quality of our service.

### **III. GENERAL PROVISIONS**

Your use of the Website and Features as well as these Terms of Use are governed by the laws of the Province of Quebec and the laws of Canada, without regard to principles of conflict of laws.

You hereby acknowledge that any dispute arising out of or related to your use of the Website or Features or the Terms of Use shall be subject to the jurisdiction of the courts of the District of Montreal, Province of Quebec.

These Terms of Use, including the policy for the protection of privacy and protection of personal information, constitute the entire agreement between you and WestmountMag.ca, superseding any prior agreements between you and WestmountMag.ca.

The default by WestmountMag.ca to exercise or to request the application of any right recognized by the Terms and Conditions shall not constitute a waiver of such right or provision.

In the event that a competent court decides that a provision of the Terms and Conditions is unenforceable or invalid, the remaining provisions shall remain in force, if any.

Section titles in these Terms of Use are used for presentation purposes only and have no legal or contractual effect.

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