



TERMS OF USE, PRIVACY POLICY AND ADVERTISER CONDITIONS

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PART 1: TERMS OF USE

1. Acceptance and Changes

Access to or use of the site constitutes full acceptance of these terms. If you do not agree with these terms, you must stop using the site.

These terms may be changed at any time; continued use of the site constitutes acceptance of the new terms. Please consult this page regularly.

2. Access, Registration and Security

Some features require registration or a subscription. You must provide accurate information, keep it up to date and maintain the confidentiality of your login credentials.

You are responsible for all activity on your account, and any unauthorized use must be reported immediately to info@westmountmag.ca.

3. Intellectual Property

3.1 Publication Licence

Publishing original content on the site grants WestmountMag.ca a worldwide first-publication and archiving licence for all content (articles, photos, videos, etc.), subject to the author's copyright being fully respected.

For poetry and short fiction, only a non-exclusive licence is required.

You warrant that:

- your content is original;
- your content respects third-party intellectual property rights;
- your content does not infringe any third-party rights;
- your content complies with applicable law.

3.2 Protection of WestmountMag.ca Content

All content published on WestmountMag.ca (texts, images, files, illustrations, code, videos, etc.) is protected by copyright law and remains the exclusive property of WestmountMag.ca or its licensors.

Any use, copying, reproduction, modification, dissemination or distribution for purposes other than personal and non-commercial use is strictly prohibited, unless prior written authorization is obtained.

The website is protected under copyright legislation as a collection and/or compilation within the meaning of Canadian and foreign laws.

3.3 Prohibited Uses

You are strictly prohibited from:

- modifying, reproducing, distributing, transmitting, broadcasting, performing, networking, commercializing, publishing, licensing, publicly performing, downloading or creating derivative works from the website or its content;
- storing content in a cache server or similar device;
- selling or otherwise exploiting the website, its content or its features;
- using, reproducing, modifying, adapting, translating, downloading or transmitting software integrated into the site, in whole or in part;
- selling, renting, sublicensing or transferring the software or otherwise granting access to it to others;
- decompiling, disassembling, decrypting, extracting or reverse-engineering the website or its features;
- altering, removing or obscuring any trademark or proprietary notice included in the software.

You agree to comply with all copyright notices, information or restrictions contained in or on the content you access through the site.

4. Trademarks

Westmountmag.ca, Westmountmag.ca & LOGOTYPE, Westmount Magazine and/or any other trademark appearing on the website are trademarks of Westmountmag.ca or used under licence.

Other names, words, titles, phrases, logos, designs, graphics, icons and trademarks displayed on the website may also be trademarks of Westmountmag.ca or of third parties.

Nothing in the website may be interpreted as granting you any licence or right to use any logo, design or trademark of Westmountmag.ca or any third party.

5. Responsibility for Minors

Any browsing or use of the site by a minor must be supervised by a parent or guardian, who assumes responsibility for the minor's actions and access to the content.

As a parent, legal guardian or other responsible person, you are responsible for:

- the minor's online behaviour;
- monitoring their access to and use of the website and/or its features;
- the consequences of any misuse of the website.

Some sections of the website may contain content that is inappropriate for minors. Reasonable supervision is recommended.

6. Submissions, Copyright and Licence of Use

6.1 Licence for Submitted Content

When you submit and/or upload original content to the site, you grant WestmountMag.ca a free and exclusive licence to use, store, adapt, translate, modify, transmit, broadcast and make your content available to the public online.

You agree that your name and, where applicable, any other personal information you provide may appear with your content.

6.2 Warranties and Responsibilities

You represent and warrant to WestmountMag.ca that:

- You represent and warrant to WestmountMag.ca that:
- your content is original;
- your content does not infringe intellectual property rights, including copyright;
- you are the sole owner of all intellectual property rights, or you have obtained the copyright owner's written permission to submit the content;
- your content is not defamatory, blasphemous, obscene, hateful or discriminatory;
- your content does not infringe any third party's privacy rights.

6.3 No Liability for Submitted Content

WestmountMag.ca cannot be held liable for any loss, damage or corruption of your content. Content you submit will be treated as non-confidential.

7. Disclaimer

Opinions published on WestmountMag.ca are solely those of their authors.

WestmountMag.ca and its editors do not guarantee the accuracy or completeness of published content and disclaim all liability for any error, omission or damage resulting from the use of the site or its content. The site, its features and its content are provided "as is" and "as available". Your use of the site is at your own risk.

7.1 Limitation of Liability for Third-Party Users

Westmountmag.ca, its directors, employees, agents and licensors disclaim all liability for the acts, omissions or conduct of any third-party user of the site and any advertiser or sponsor, and cannot be held liable for any damage, loss or injury arising from:

- the acts, omissions or conduct of a third-party user;
- the use of or inability to use any software, content, goods or services offered through the site or a third-party site.

8. Professional Information

Any professional information (health, legal, financial, etc.) is provided for information purposes only and does not replace the advice of a qualified professional, nor should it be interpreted as a recommendation for any particular treatment.

Use of the website must not replace consultations with a qualified professional.

9. Hyperlinks

9.1 Hyperlinks to Third-Party Sites

The website contains hyperlinks to third-party sites ("Third-Party Sites") that redirect you to other websites. WestmountMag.ca provides these hyperlinks as a service.

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

WestmountMag.ca is not responsible for the content of Third-Party Sites, the links they contain, or any changes or updates made to them.

9.2 Hyperlinks to our Website

Inbound links are permitted unless they lead to illegal, defamatory, infringing or otherwise unlawful content.

WestmountMag.ca may request the immediate removal of any link and reserves the right, at its sole discretion, to prohibit or refuse any hyperlink to its website. You agree to remove any hyperlink to the website upon request from WestmountMag.ca.

10. Use of the Search Engine

Any sound, image, sound effect, audio recording, musical work, performance, graphic, video, film production, audiovisual work or other work found through a search engine available on the website is protected by copyright and/or other intellectual property rights.

Access to such content does not grant you any right to reproduce, modify or distribute it.

11. Monitoring, Indemnification and Governing Law

11.1 Monitoring

You acknowledge that WestmountMag.ca has no obligation to monitor the website or the content accessible through it.

However, WestmountMag.ca has the right, at its sole discretion, 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 its users.

11.2 Indemnification

You agree to indemnify and hold harmless WestmountMag.ca, its directors, employees and agents from and against all claims, liabilities, costs or expenses arising directly or indirectly from:

- your breach of these Terms of Use;
- your browsing, use of or inability to use the website;
- your breach of applicable laws or regulations;
- your use of any publications, communications or downloads via the site.

You agree to assist us in defending any such claim.

11.3 Governing Law

Your use of the website and these Terms of Use are governed by the laws of the Province of Quebec and the laws of Canada, without regard to conflict-of-law principles.

Any dispute will be submitted to the exclusive jurisdiction of the courts of the judicial district of Montréal, Province of Quebec.

PART 2: PRIVACY POLICY

12. Privacy Officer and Scope

12.1 Privacy Officer

WestmountMag.ca designates the following as Privacy Officer:

Andrew Burlone

Title: Privacy Officer

Email: aburlone@westmountmag.ca

Telephone: 579-534-8111

Mailing address: Westmount Magazine, Customer Service, 22 rue des Hérons, Sutton, QC J0E 2K0

The Privacy Officer ensures compliance with the Act respecting the protection of personal information in the private sector (CQLR c. P-39.1), as amended by Law 25 (2024, c. 27), in particular with respect to governance, security, incident management and responses to access and rectification requests.

12.2 Scope

This policy applies to all services offered by WestmountMag.ca via its website, mobile applications, newsletters and online forms. It applies to all visitors, subscribers, content contributors and advertisers who interact with our services.

13. Protection Principles

WestmountMag.ca manages the collection, use and disclosure of personal information according to the following principles:

Principle	Commitment
Transparency	You are informed of the nature, purposes and consequences of the collection.
Consent	Your free, informed and specific consent is obtained before any non-essential collection.
Limitation	Only the information necessary for the stated purposes is collected
Accuracy	Information is kept accurate and up to date.
Security	Technical and organizational measures protect your data.
Accessibility	You can access, correct or request deletion of your information.
Accountability	WestmountMag.ca demonstrates its compliance.

14. Collection of Personal Information

14.1 Types of Information Collected

WestmountMag.ca collects the following types of personal information, depending on the circumstances:

Basic information:

- First and last name, email address
- Mailing address, telephone number
- Billing information (for subscriptions or purchases)

Preference information:

- Preferred content categories (culture, geopolitics, arts, etc.)
- Communication language (French or English)
- Preferred contact frequency

Browsing and usage information:

- Data collected via cookies and analytics technologies
- Pages visited, visit duration, traffic source
- Devices used (type, browser, operating system)

Voluntarily submitted information:

- Comments and messages posted on the site
- Content submitted for publication (articles, photos)
- Emails and information requests

14.2 Purposes of Collection

WestmountMag.ca collects your personal information for the following purposes:

1. Provide and improve services: subscription management, content personalization, handling requests.
2. Communications: newsletters, editorial updates, event invitations.
3. Analysis and statistics: site improvements and audience understanding (using anonymized data).
4. Security and compliance: fraud detection and compliance with legal obligations.
5. Targeted advertising: personalization of certain ads (only with consent).

No information will be used for a purpose not previously identified without your prior consent, unless permitted or required by law.

15. Technological Consent and Cookies

15.1 Principles of Technological Consent

In accordance with Law 25, no non-essential cookie will be installed without your prior consent. Consent must be free, informed, specific and expressed through an affirmative action (opt-in, not by default).

15.2 Cookie Consent Banner

When you first access the site, a visible banner is displayed with the following message (or equivalent):

We respect your privacy

We use cookies and similar technologies to:

- ensure the operation and security of the site (essential);
- measure traffic and improve our content (analytics);
- personalize certain communications or advertising, where applicable (marketing).

You can accept all cookies, refuse non-essential cookies or customize your choices. Without your consent, no non-essential cookie will be used.

15.3 Categories of Cookies

Essential cookies (mandatory, no consent required):

- Authentication and security (user sessions, CSRF tokens)
- Language and display preferences
- Legal compliance and anti-fraud

Analytics cookies:

Tools used: Google Analytics

Purposes: measure visitor numbers, pages viewed, visit duration and traffic sources

Data: anonymized or pseudonymized information

Consent required: Yes

Marketing and personalization cookies:

Tools: third-party tracking pixels, ad networks, social platforms

Purposes: display relevant ads and measure campaign performance

Data: interests and browsing behaviour

Consent required: Yes

15.4 Managing Preferences

You can change your cookie preferences at any time by clicking the “Manage cookies” link available at the bottom of each page of the site or via your user profile.

Retention of consent: Your choice will be stored for a maximum of 6 to 12 months, after which we will ask for your consent again.

15.5 Refusing Cookies

If you refuse non-essential cookies, the site will still function normally. You will simply have fewer personalized features and we will not be able to measure the impact of our content as precisely. No penalty will be applied.

15.6 Third-Party Services

Some analytics tools, marketing services or social platforms linked to the site may install their own cookies. These cookies are used only if you have consented to the corresponding category.

WestmountMag.ca is not responsible for the management of such third-party cookies; please refer to their privacy policies.

16. Use and Disclosure of Information

16.1 Internal Use

WestmountMag.ca uses your personal information only for the purposes identified at the time of collection. In no case will we use it for commercial prospecting or profiling without your explicit consent.

16.2 Disclosure to Third Parties

As a general rule, WestmountMag.ca does not disclose your personal information to third parties, except in the following cases:

- Service providers: hosting providers, newsletter platforms, analytics tools. These providers are contractually bound to maintain confidentiality.
- Legal obligation: disclosure required by law, court order or government authority.
- Explicit consent: where you have expressly authorized us to disclose your information to a specific third party.

16.3 Transfer Outside Quebec or Canada

If your information is transferred outside Quebec or Canada, WestmountMag.ca will inform you and obtain your prior consent. Your information remains protected under Quebec law.

16.4 Anonymized Data and Statistics

WestmountMag.ca may use your information to produce anonymized statistics (for example, “60% of our readers visit the Geopolitics section”). These data do not identify any individual and are not subject to the same restrictions.

17. Individual Rights

17.1 Recognized Rights

In accordance with applicable laws, you have the following rights:

Right	Description
Access	Know what information we hold about you and for what purposes it is used.
Rectification	Correct inaccurate or incomplete information.
Withdrawal of consent	Withdraw your consent to the collection or use of non-essential information.
Erasure	Request deletion of your information in certain cases.
Portability	Receive a copy of your information in a structured, commonly used and machine-readable format (e.g., CSV).
De-indexing	Request that certain information be removed from search engine results.
Objection	Object to the use of your information for certain purposes.

17.2 How to Exercise Your Rights

Any request may be submitted in one of the following ways:

By email (recommended):

aburlone@westmountmag.ca

By mail:

Westmount Magazine
Customer Service – Access Request
22 rue des Hérons
Sutton, QC J0E 2K0 CANADA

17.3 Processing Times

WestmountMag.ca will respond to your request within a reasonable time, and no later than 30 calendar days from receipt, subject to exceptions provided by law.

17.4 Fees

Exercising your rights is generally free of charge. Only an unusual or excessive request for copies may generate reasonable fees, of which you will be informed in advance.

18. Security and Privacy Incidents

18.1 Security Measures

WestmountMag.ca implements technical, physical and organizational measures to protect personal information, including:

- Encryption: site connections use the HTTPS protocol.
- Access control: access to data is limited to authorized employees and service providers.
- Backups: data are regularly backed up and restoration is tested.
- Monitoring: the site is monitored to detect suspicious access.
- Updates: systems and software are kept up to date with security patches.

No online method is 100% secure. By using the site, you accept this inherent risk.

18.2 Definition of a Privacy Incident

A privacy incident is any unauthorized event involving personal information, such as:

- access by an unauthorized third party;
- accidental or deliberate disclosure;
- loss or destruction of data;
- misuse of information.

18.3 Notice to Individuals and Authorities

En cas d'incident de confidentialité présentant un risque de préjudice sérieux, WestmountMag.ca :

- assesses the situation within a reasonable time (3 to 5 days);
- notifies the Commission d'accès à l'information du Québec (CAI) if a serious risk is confirmed;
- notifies affected individuals without undue delay;
- records the incident in its internal register.

The notice will include a description of the incident, the information affected, possible consequences and the measures taken.

18.4 Incident Register

A privacy incident register is maintained for at least five (5) years and includes:

- date and time of the incident;
- type of incident (access, disclosure, loss, modification);
- systems or data affected;
- estimated number of individuals impacted;
- measures taken and preventive actions.

This register may be provided to the Commission d'accès à l'information upon lawful request.

19. Privacy protection

19.1 Commitment to privacy protection

WestmountMag.ca applies the principle of privacy protection by design and by default in all its new services:

- Minimal collection: only information that is strictly necessary is collected.
- Secure default configuration: features are set to share the minimum amount of data.
- Cookies disabled by default: non-essential cookies remain disabled until you have given your consent.

19.2 Privacy Impact Assessment

When WestmountMag.ca implements a new service involving sensitive information or a transfer outside Quebec, a Privacy Impact Assessment is carried out to identify and reduce risks.

A Privacy Impact Assessment includes:

- justification and purposes of the collection;
- type and volume of data collected;
- persons who have access to the data;
- security measures in place;
- identified risks and proposed mitigation measures.

The results of the PIA are documented and may be shared with the Commission d'accès à l'information if required.

20. Retention Period

WestmountMag.ca retains personal information only for as long as necessary to fulfill the purposes for which it was collected:

<i>Type of information</i>	<i>Retention period</i>
Abonnements actifs	Pendant la durée + 1 an après résiliation
Newsletters	For the duration of the subscription plus 6 months after unsubscribe.
Published comments	As long as they are published plus 2 years after deletion.
Contact requests	2 years after the request is resolved.
Consent cookies	12 months (re-consent after expiry).
Anonymized analytics data	According to the third-party tool's policy (generally 14 months).
Privacy incidents register	5 ans
Billing / tax data	According to legal obligations (generally 6 years).

After expiry, information is deleted or anonymized unless a legal obligation requires its retention.

PART 3: ADVERTISER CONDITIONS

21. Prior Approval and Sponsored Content

All sponsored content is subject to preliminary approval and review by the WestmountMag.ca editorial committee, which reserves the right, at its sole discretion, to refuse any link, advertorial or sponsored post.

Non-accepted content:

WestmountMag.ca does not accept sponsored content relating to:

- gambling, betting, lotteries, casinos;
- essay-writing or academic ghost-writing services;
- CBD products;
- any other content deemed inconsistent with the editorial ethics.

Additional restrictions may apply as the editorial policy evolves.

22. Format and Technical Requirements

22.1 Text Format

Texts must be submitted in MS Word or Google Docs format, with images inserted and also provided separately in high resolution.

22.2 Image Requirements

- At minimum: one image of 2000 x 1250 pixels.
- Photo credit: mandatory for each image.
- Format: JPG or PNG, high resolution (300 dpi for print-quality).
- Missing or non-compliant images: a fee of \$75 per image will be charged for any research or formatting performed by the internal team.

22.3 Text Specifications

- Recommended length: 300 to 800 words.
- Tone: professional, informative and consistent with the editorial line.
- Structure: strong headline, introduction, body text, conclusion.

23. Credits and Identification

23.1 Mandatory Elements

A non-fictional author name and a short biography of 100 to 150 words are required to avoid automatic classification as "Sponsored Content".

23.2 Author Photo

A square author photo is optional but recommended to personalize the content and strengthen authenticity.

23.3 Author Role

Please state the author's title or role within the organization to establish credibility and editorial relevance.

24. Hyperlinks and Limitations

24.1 Number of Allowed Hyperlinks

The number of hyperlinks must comply with the limit set in the current rate card or by the editorial committee.

- Advertorials (up to 2,000 words): 3 hyperlinks
- Sponsored post (maximum 750 words) : 1 hyperlink
- Link insertion (maximum 75 words) : 1 hyperlink

24.2 Hyperlink Quality

Hyperlinks must:

- lead to relevant and reliable resources;
- not constitute spam or “black-hat SEO”;
- be naturally integrated into the text;
- comply with Google’s guidelines for guest publishing.

25. Approval and Publication Process

25.1 Approval and Timelines

- An approval link will be sent to you for review before publication.
- Standard timelines: 48 business hours for approval, plus 24 hours for final preparation.
- WestmountMag.ca limits the number of sponsored pieces published each week; some delay is possible before integration into the schedule.

25.2 Revisions and Corrections

You will have the opportunity to request changes before final publication. A reasonable number of revisions (usually 2 cycles) is included. Additional fees may apply for excessive revisions.

25.3 Publication and Indexing

Une fois approuvé et payé, le contenu sera publié selon la grille éditoriale. Le contenu sera indexé sur les moteurs de recherche conformément aux directives Google pour la publication invitée.

26. Term and Renewal

26.1 Initial Term

The initial publication term is set at 2 years from the original publication date.

26.2 Renewal

Publication can be renewed for an additional 2-year period at 50% of the original rate, with an editorial update option offered at renewal (minor corrections, addition of new references, data updates). If not renewed, the content may be either archived or removed from the site.

27. Confidentiality and Performance Data

27.1 Performance Reports

Subject to the fees set out in the rate card, the Publisher undertakes to provide the Advertiser with aggregated performance data for the campaign:

- total impressions (page views);
- total number of clicks and analytics data free of personal information, in compliance with Law 25

27.2 Post-Click Tracking and Conversions

Post-click tracking and conversions are provided only under a prior written agreement and the integration of a compatible tracking code (e.g., conversion pixel, UTM).

27.3 Restrictions on Data Use

Any use or publication of individual or confidential data is strictly prohibited without prior written authorization.

Performance reports are for the Advertiser's internal use and may not be publicly shared without WestmountMag.ca's explicit consent.

28. Payment

28.1 Payment Terms

All sponsored content must be paid in full by Paypal or Interac e-Transfer before publication.

28.2 Additional Fees

- Image research/formatting: \$75 per image (if images are missing or non-compliant).
- Excessive revisions: additional fees subject to quotation.
- Advanced technical integration: fees depending on the project (e.g., interactive media, surveys).

28.3 Changes to Rates

Rates may be changed without notice, but such changes will not affect contracts already signed and paid.

29. Exclusion and Termination

WestmountMag.ca reserves the right to:

- suspend or remove a publication;
- cancel an advertiser contract;
- require the removal of any link or content.

Reasons include non-compliance with these conditions, content inconsistent with editorial ethics, inaccurate information or any other reason deemed appropriate.

Procedure: without prior notice or specific justification and without any obligation to compensate, unless expressly agreed otherwise in writing.

30. Limitation of Liability

Except in cases of gross or intentional fault, the Publisher disclaims all liability for:

- indirect, incidental or consequential damages;
- loss of profit;
- publication delays;
- inaccuracies in analytics reports,

The Publisher's total liability in connection with a campaign shall not exceed the fees paid by the Advertiser.

31. Jurisdiction and Governing Law

31.1 Governing Law

Any dispute arising from these conditions will be submitted to the courts of the district of Montréal, Province of Quebec.

These conditions are governed by the applicable laws of Quebec and Canada.

31.2 Integrity of this Agreement

These Advertiser Conditions constitute the entire agreement between the Advertiser and WestmountMag.ca and supersede any prior agreement.

Failure to exercise a right does not constitute a waiver of that right.

32. CONTACT AND COMPLAINTS

Questions, Concerns or Complaints

If you have any questions about these conditions or about how your personal information is handled, please contact:

Privacy Officer: Andrew Burlone
Email: aburlone@westmountmag.ca
Telephone: 579-534-8111
Address: 22 rue des Hérons, Sutton, QC J0E 2K0

For questions about sponsored content:
Email: info@westmountmag.ca

Complaint to the Commission d'accès à l'information

If you believe that WestmountMag.ca has not fulfilled its obligations regarding the protection of personal information, you may file a complaint with the Commission d'accès à l'information du Québec (CAI):

Commission d'accès à l'information du Québec
Telephone: 418-528-7741 (toll-free: 1-888-528-7741)
Website: <https://www.cai.gouv.qc.ca>
Email: secretariat@cai.gouv.qc.ca

Final Provisions

These Terms of Use, Privacy Policy and Advertiser Conditions constitute the entire agreement between you and WestmountMag.ca and replace any prior agreement.

Failure by WestmountMag.ca to exercise any right under these Conditions does not constitute a waiver of that right.

If any provision is found unenforceable or invalid by a competent court, the remaining provisions will continue in full force and effect.

Policy effective date: May 13, 2015
Last updated: January 10, 2026

WestmountMag.ca — Committed to transparency, quality journalism and privacy protection.