

Terms and Conditions of Use / Privacy Policy

These Terms and Conditions constitute a legal agreement between you and WestmountMag.ca regarding access to and use of the website www.westmountmag.ca (the “Website”) and its features (the “Features”). If you do not agree with these Terms, you must immediately discontinue any use of the Website and its Features. Please read these terms of use carefully before using our website.

Updated July 12, 2026

I. TERMS OF USE

1. Acceptance and modification of the Terms

1.1 Access to or use of the Website implies full and unconditional acceptance of these Terms. If you refuse these Terms, you must cease all use of the Website.

1.2 WestmountMag.ca reserves the right to modify these Terms at any time, at its sole discretion. Any change takes effect upon being posted on the Website. Your continued use of the Website or its Features after such changes are posted constitutes your acceptance of the Terms as amended. You are invited to consult this page regularly.

1.3 WestmountMag.ca reserves the right, at any time and without notice, to terminate or limit your right to browse the Website or use any of the Features, in whole or in part, at its sole discretion and without liability to you.

2. Access, registration and security

2.1 Certain Features of the Website may require registration or subscription. If you choose to register or subscribe, you agree to provide truthful, accurate, current and complete information and to update such information as needed so that it remains accurate and complete.

2.2 You are responsible for maintaining the confidentiality of your username and password, for all activity carried out under your account and for logging out at the end of each session. You agree to notify WestmountMag.ca of any unauthorized use of your username or password.

2.3 WestmountMag.ca shall not be liable for any loss or damage arising from your failure to comply with these obligations.

3. Intellectual property

3.1 All content on the Website, including without limitation articles, text, graphics, images, photographs, information, audio clips, video clips, software, source code, scripts and any other files (the “Content”), as well as the way the Content is presented, is protected by Canadian and foreign copyright laws and belongs to WestmountMag.ca, its licensors and/or the person identified as the provider of the Content.

3.2 The Website is protected as a collective work and/or compilation under Canadian and foreign copyright laws. You agree to comply with all copyright notices, information and restrictions contained in or attached to any Content accessible through the Website and/or the Features.

3.3 WestmountMag.ca grants you a limited, non-exclusive and non-transferable license to display the Website and/or the Features on your computer or other electronic device solely for personal, non-commercial use, provided that you do not modify the Content and that you retain all copyright notices.

3.4 Unless you have obtained prior written authorization from WestmountMag.ca, it is strictly prohibited to modify, reproduce, distribute, transmit, broadcast, represent, network, market, publish, advertise, license, publicly perform, download, create derivative works from, post on the Internet, sell or otherwise commercially exploit the Website, the Content or the Features, including by means of caching or any similar technique.

3.5 All software embedded in or made available through the Website or the Features (the “Software”), including any machine code, files and/or images contained in or generated by the Software, is protected by copyright and may also be protected by other intellectual property rights. All such Software belongs to WestmountMag.ca or its partners, suppliers or licensors.

3.6 You may not: (i) use, reproduce, modify, adapt, translate, upload or transmit the Software, in whole or in part; (ii) sell, lease, sublicense or transfer the Software or otherwise allow access to it; (iii) alter, remove or obscure any trademark or proprietary notice contained in the Software; or (iv) decompile, disassemble, decrypt, extract or reverse engineer the Software, the Website or the Features, in whole or in part, or assist any person in doing so.

3.7 Nothing in the Website or the Features shall be construed as granting you any right, title, interest or license in or to the Software embedded in the Website or the Features or that may be downloaded from the Website, including any intellectual property rights in such Software.

4. Trademarks

4.1 WestmountMag.ca, the WestmountMag.ca logo, Westmount Magazine and any other trademarks displayed on the Website are trademarks of WestmountMag.ca or are used under license.

4.2 Other names, words, titles, phrases, logos, designs, graphics, icons and trademarks displayed on the Website may also constitute trademarks of WestmountMag.ca or of third parties.

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

5. Responsibility for minors

5.1 If you authorize a minor to browse the Website or use the Features, you acknowledge that you are responsible for the minor's online behaviour, for supervising the minor's access to and use of the Website and/or the Features, and for the consequences of any misuse of the Website and/or the Features by the minor.

5.2 You acknowledge that certain sections of the Website and the Features may occasionally contain Content that is inappropriate for minors. WestmountMag.ca recommends reasonable supervision of any minor's use of the Website and the Features and assumes no liability in this regard.

6. Content submissions, copyright and licence of use

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

6.2 Subject to the approval, editing and revision of your content, WestmountMag.ca agrees to post your "Content" (articles, poems, messages, data, text, music, sound, photographs, images, videos and other submitted material) for online publication. In return, you grant WestmountMag.ca a worldwide licence of first publication and archiving for your Content on its Website, subject to respect for all of your underlying copyright. For poetry and short fiction, only a free, non-exclusive licence is granted.

6.3 By submitting and/or uploading your Content to the Website, you grant WestmountMag.ca a free and exclusive licence to use, store, adapt, translate, modify, transmit, disseminate and make your Content available to the public online. As an exception, when you submit and/or upload poetry or short-story Content to the Website, you grant WestmountMag.ca a free but non-exclusive licence to use, store, transmit and disseminate your Content to make it available to the public online.

6.4 In addition to granting the above licence, you agree that your name and, where applicable, any personal information you provide will appear with your Content and you consent to the display of this information on the Internet.

6.5 You acknowledge and agree that WestmountMag.ca cannot be held responsible for any loss, damage or corruption of your Content and that the Content you submit or provide for publication on WestmountMag.ca will be considered non-confidential.

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

7.1 WestmountMag.ca may use artificial intelligence (AI) tools as part of its editorial and production workflows, including for drafting assistance, structuring, summarizing, translation and language refinement.

7.2 Articles created by or substantially assisted by AI are published under a house byline, such as “WestmountMag.ca Editorial Team” or under a section name, and are never attributed to a fictitious person.

7.3 When AI has contributed significantly to the drafting of an article, a brief disclosure will appear at the end of the article, for example: “This article was drafted with the assistance of AI and was fact-checked for accuracy and clarity by the WestmountMag.ca editorial team.”

7.4 Human editors and publishers at WestmountMag.ca remain fully responsible for all published content, including fact-checking, contextual framing, legal compliance and final approval or refusal of content. AI tools may assist with first drafts, summaries, structure and translation, but they do not replace human editorial judgment.

8. Disclaimer and limitation of liability

8.1 The opinions expressed on WestmountMag.ca are those of the author(s) and do not necessarily reflect the opinions of WestmountMag.ca, its publishers or its editors.

8.2 The information contained on WestmountMag.ca has been obtained from sources believed to be reliable. However, WestmountMag.ca, its publishers, editors and authors do not guarantee the accuracy or completeness of any information published on the Website and cannot be held responsible for any errors, omissions or claims for damages, including exemplary damages, arising from the use of, inability to use, or reliance on the accuracy or sufficiency of the information contained on WestmountMag.ca.

8.3 The Website, the Features and the Content are provided “as is” and “as available.” You browse and use the Website and the Features at your own risk. WestmountMag.ca makes no representations or warranties regarding the Website, the Features or the Content, including, without limitation: (i) warranties of merchantability, fitness for a particular purpose or non-infringement of intellectual property rights; (ii) warranties that the operation of the Website or the Features will be secure, uninterrupted or error-free; (iii) warranties that use of the Website or the Features will meet your requirements or expectations; (iv) warranties as to the accuracy, completeness, reliability or timeliness of the Website, the Content or the Features; (v) warranties that defects or errors in the Website or the Features will be corrected; (vi) warranties that the Website or the Features are free of viruses or harmful components; or (vii) warranties of secure transmission without interception of communications through the Website or the Features.

8.4 WestmountMag.ca, its directors, employees, agents, licensors and their respective successors and assigns shall in no event be liable for any damages whatsoever, including without limitation indirect, special, incidental or consequential damages, loss of profits, loss of data or business interruption, arising directly or indirectly from the use or performance of the Website, the Features or the Content, or from any other site you may access through the Website, even if they have been advised of the possibility of such damages.

8.5 WestmountMag.ca, its directors, employees, agents, licensors and their respective successors and assigns disclaim all liability for the acts, omissions or conduct of any third-party user of the Website and the Features and of any advertiser or sponsor website, and shall not be liable for any injury, loss, damage (including, without limitation, special or incidental damages) or expenses arising therefrom: (i) from the acts, omissions or conduct of any such third-party user; and (ii) from the use of or inability to use any function, software, content, feature, goods or services offered or made available through a linked website.

9. Professional information

9.1 The Website may, from time to time, make available information relating to various professional fields, including, without limitation, real estate, health and fitness, law, accounting, financial planning and investments (“Professional Information”).

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

10. Links to third-party websites

10.1 The Website contains hyperlinks to third-party websites (“Third-Party Sites”) that take you outside WestmountMag.ca. These links are provided solely for your convenience.

10.2 Third-Party Sites are not under the control of WestmountMag.ca and hyperlinks shall not be interpreted as approval or endorsement of their content by WestmountMag.ca. WestmountMag.ca is not responsible for the content of Third-Party Sites, the links they contain or any changes or updates made to them, and offers no warranty in this regard.

11. Links to our Website

11.1 WestmountMag.ca encourages links to the Website. However, it does not wish to be associated with any Third-Party Site that: (i) contains content that constitutes or encourages conduct which would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law or regulation; (ii) is likely to impair or affect the operations, credibility or integrity of WestmountMag.ca; (iii) contains, posts or transmits any material or information that exceeds the legal and/or moral standards of Canadian society; or (iv) contains, posts or transmits any information, software or other material which violates or infringes the rights of others, including material that invades privacy, infringes rights relating to the protection of personal information, or is protected by copyright, trademark or other proprietary rights.

11.2 WestmountMag.ca reserves the right, at its sole discretion and at any time, to prohibit or refuse to accept any link to the Website. You agree to remove any link to the Website upon WestmountMag.ca’s request.

12. Use of the search engine and reuse of content

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

12.2 WestmountMag.ca has no right to authorize you to reproduce, distribute, publicly display, publicly perform, communicate or create derivative works from any files containing such Multimedia Content. When searches result in links to Third-Party Sites, all Content on those Third-Party Sites is owned by entities other than WestmountMag.ca. If you wish to use Content on a Third-Party Site accessed through the search engine on the Website, you should contact the Content owner to obtain permission.

13. Cookies

13.1 WestmountMag.ca may place one or more cookies (“Cookies”) on the hard drive of the computer or device you use to browse the Website. Cookies sent from the Website are not intended to identify you but to record your browsing activity within the Website. Cookies are not intended to exploit your personal information.

13.2 Some pages of the Website require the use of Cookies. Our server may install a permanent Cookie during your first visit and, depending on the Features you use, other temporary or permanent Cookies may be used to manage certain technical choices you make. Cookies may also be placed on your browser by our advertising or analytics service providers. No personal information is stored in Cookies unless you voluntarily provide it and it is linked to your account.

13.3 You can refuse or disable Cookies by changing your browser settings. In such a case, certain Features of the Website may not be available or may not function optimally. Where required by law, non-essential Cookies (for example, analytics, profiling or marketing Cookies) are disabled by default and are activated only with your express consent, which you may withdraw at any time using the tools provided to manage your preferences.

14. Monitoring, indemnification and applicable law

14.1 You acknowledge that WestmountMag.ca has no obligation to monitor the Website or any Content accessible through the Website. However, you acknowledge that WestmountMag.ca has the right, at its 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, in accordance with its Privacy Policy.

14.2 You agree to indemnify and hold harmless WestmountMag.ca, its directors, employees, agents, licensors and their respective successors and assigns from and against any and 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 these Terms; (ii) your browsing, use or inability to browse or use the Website and/or any of the Features or any site to which the Website is or may be linked from time

to time; (iii) your use of, or reliance on, any publications, communications, distributions or downloads of any kind through the Website and/or the Features; and/or (iv) your violation of any applicable law or regulation. You also agree to cooperate with WestmountMag.ca in the defence of any such claim.

14.3 Your use of the Website and the Features, as well as these Terms, are governed by the laws in force in the Province of Quebec and the federal laws of Canada applicable therein, without regard to conflict of law principles.

14.4 You acknowledge that any dispute arising out of or relating to your use of the Website or the Features or to these Terms shall be submitted to the exclusive jurisdiction of the courts of the judicial district of Montreal, Province of Quebec.

15. General provisions

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

15.2 The failure of WestmountMag.ca to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

15.3 If any provision of these Terms is held by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

15.4 Section headings in these Terms are used for convenience only and have no legal or contractual effect.

II. COLLECTION AND PROTECTION OF PERSONAL INFORMATION AND YOUR PRIVACY

16. Definition of personal information

16.1 For the purposes of these Terms, “personal information” means any information about an identifiable individual, within the meaning of applicable Canadian and Quebec privacy legislation, including your name, home address, email address, telephone number and any other information that directly or indirectly identifies you. It does not include the name, title or business contact information of an employee of an organization when used solely for business purposes.

17. General principles

17.1 WestmountMag.ca collects, uses, discloses and retains personal information in accordance with applicable laws, including the Personal Information Protection and Electronic Documents Act (Canada) and the Act respecting the protection of personal information in the private sector (Quebec), as amended, as well as Law 25 and related regulations.

17.2 In certain exceptional circumstances, personal information may be collected, used or disclosed without your knowledge or consent, for example where required by law, for security reasons or for the detection and prevention of fraud or other unlawful activities.

17.3 WestmountMag.ca applies generally accepted privacy principles, including limiting collection to what is necessary, specifying the purposes of collection, obtaining consent where required, ensuring security safeguards and providing access and correction rights, subject to legal exceptions.

18. Person responsible for personal information

18.1 WestmountMag.ca designates Andrew Burlone as the person responsible for overseeing compliance with its privacy practices and applicable laws. Any questions, requests or complaints regarding the protection of personal information may be addressed to aburlone@westmountmag.ca or by calling 1 579 534-8111.

18.2 Additional contact details, including a postal address for privacy-related correspondence, are published on the Website.

19. Complaints and requests

19.1 Any request for access or correction of personal information, or any complaint regarding the application of this privacy section or WestmountMag.ca's practices, may be sent to the contact details indicated above. WestmountMag.ca will review such requests or complaints and respond within a reasonable time, in accordance with applicable laws. Where a request is refused, WestmountMag.ca will provide reasons permitted by law and inform you of possible recourse.

20. Purposes for which personal information is collected

20.1 WestmountMag.ca determines, before or at the time of collection, the purposes for which personal information is requested. These purposes may include, without limitation: (i) establishing and maintaining relationships of trust with readers, subscribers, advertisers and other users; (ii) providing you with products, services, newsletters, contests and Features that may interest you; (iii) responding to your requests, comments or complaints; (iv) managing subscriptions, accounts, payments and advertising relationships; (v) personalizing content, communications and offers based on your interests; (vi) respecting editorial rules of decorum and quality in interactive sections such as comments; (vii) conducting research, statistics and audience analysis in an anonymized or aggregated form; and (viii) complying with legal and regulatory requirements and enforcing WestmountMag.ca's rights and obligations.

20.2 Personal information is used only for the purposes identified at the time of collection or for purposes compatible with those purposes, unless you consent to another use or such use is permitted or required by law.

21. Consent

21.1 WestmountMag.ca seeks your consent for the collection, use and disclosure of your personal information when required by law. Your consent may be express (for example, by checking a box or signing a form) or implied (for example, when you voluntarily

provide information to participate in a contest or subscribe to a newsletter).

21.2 You may withdraw your consent at any time, subject to legal and contractual restrictions and reasonable notice. For example, you may unsubscribe from mailing lists by using the unsubscribe link included in emails or by contacting WestmountMag.ca at the address indicated for this purpose. Withdrawal of consent may limit WestmountMag.ca's ability to offer you certain services or Features.

22. Limiting collection

22.1 WestmountMag.ca collects only the personal information necessary for the purposes described in these Terms or at the time of collection. Where appropriate, WestmountMag.ca will indicate which information is mandatory and which is optional, as well as the possible consequences of refusing to provide certain information (for example, not being able to create an account, comment on articles or receive newsletters).

23. Limiting use, disclosure and retention

23.1 Personal information is used and disclosed only for the purposes for which it was collected, unless you consent to another use or disclosure, or unless the law permits or requires such use or disclosure. WestmountMag.ca may disclose personal information to service providers or partners who assist in operating the Website or providing services (for example, newsletter distribution, payment processing, hosting, analytics or technical support), provided that they are bound by appropriate confidentiality obligations and use the information only for the purposes of providing such services.

23.2 Personal information is retained only for as long as necessary to fulfill the purposes for which it was collected, to meet legal or contractual obligations, or to protect WestmountMag.ca's legitimate interests. Thereafter, the information is securely destroyed, anonymized or archived in accordance with applicable laws and internal policies.

24. Accuracy of personal information

24.1 WestmountMag.ca takes reasonable steps to ensure that personal information it holds is as accurate, complete and up to date as necessary for the purposes for which it is used. You can help maintain the quality of your information by informing WestmountMag.ca of any changes, for example by updating your profile or sending a request to the contact address indicated on the Website.

25. Security measures

25.1 WestmountMag.ca protects personal information by using reasonable security measures appropriate to the sensitivity of the information and the purposes for which it is used. These measures may include physical, administrative and technical safeguards designed to prevent loss, theft, unauthorized access, disclosure, copying, use or modification of personal information.

26. Transparency

26.1 WestmountMag.ca makes information about its privacy practices, including this section on the collection and protection of personal information, available on the Website. Additional details may be provided in a separate privacy policy or notice, which forms part of these Terms.

27. Access and correction rights

27.1 Subject to legal restrictions and exceptions, you have the right to request access to the personal information that WestmountMag.ca holds about you, to be informed of how it is used and to whom it has been disclosed, and to request correction of any inaccurate, incomplete or ambiguous information.

27.2 Requests for access or correction must be addressed to the contact indicated by WestmountMag.ca. Proof of identity may be required. WestmountMag.ca will respond within a reasonable period, in accordance with applicable laws, and will correct the information or provide reasons if a request is refused, as permitted by law.

28. Collection of personal information via the Website

28.1 In general, you may browse the Website without providing personal information. However, personal information may be collected in particular circumstances, for example when you: (i) participate in a contest, survey or promotion; (ii) purchase a subscription or advertising services; (iii) create an account or a profile; (iv) post comments or other content; (v) subscribe to a newsletter or mailing list; or (vi) contact WestmountMag.ca by email, form or other means.

28.2 If you choose not to provide certain information, you may still have access to most of the Website, but you may not be able to use certain Features that require registration, identification or payment.

28.3 Personal information collected through these interactions is generally used to: (i) ensure the relevance of WestmountMag.ca's products, services and content; (ii) manage interactive spaces (for example, comments) in accordance with rules of decorum and quality of exchanges; and (iii) inform you of events, products, services, content or offers that may be of interest to you, in accordance with applicable anti-spam and marketing laws.

28.4 WestmountMag.ca does not sell your personal information to third parties. Personal information may be used to generate research or statistics, in which case the results are presented in anonymized or aggregated form, without identifying you personally.

28.5 If you are under the age of majority in your jurisdiction, you should obtain the permission of a parent or guardian before providing personal information. Parents and guardians are encouraged to monitor their children's use of the Internet.

29. Cookies, analytics and similar technologies

29.1 The Website may use Cookies and similar technologies to facilitate navigation, improve your experience, remember your preferences and analyze Website traffic.

29.2 Cookies used by WestmountMag.ca are not intended to identify you personally, unless you provide information that can be associated with a Cookie (for example, when you log into an account). Certain third-party Cookies (for example, from advertising or analytics services) may also be used, in accordance with those third parties' policies and applicable law.

29.3 You can choose to refuse or disable Cookies by adjusting your browser settings. However, some Features of the Website may not function properly without Cookies. Where required by law, certain types of Cookies (including analytics and marketing Cookies) are only activated after you have given your explicit, informed consent, which you can withdraw at any time using the consent tools provided on the Website.

29.4 WestmountMag.ca may also use analytics tools (for example, audience measurement software) to obtain information on the use of the Website and improve its content and quality, generally in aggregated or anonymized form.

30. Direct marketing and communications

30.1 Where permitted by law and, where required, subject to your consent, WestmountMag.ca may use your contact information to send you newsletters, announcements, invitations, promotional offers or other communications that may be of interest to you.

30.2 You may withdraw your consent to receive commercial communications at any time by using the unsubscribe mechanism included in emails or by contacting WestmountMag.ca. Even if you unsubscribe from marketing communications, WestmountMag.ca may still send you transactional or service messages (for example, relating to your account, subscription, payments or changes to these Terms).

III. TERMS AND CONDITIONS FOR ADVERTISERS

31. Prior approval and sponsored content

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

31.2 WestmountMag.ca does not accept sponsored content related to gambling, betting, lotteries, casinos, essay-writing or academic-paper services, CBD products or any other category deemed inappropriate by WestmountMag.ca. Other restrictions may apply.

32. Format and technical requirements

32.1 Sponsored texts must be submitted in MS Word or Google Docs format, with images inserted in the document and also supplied separately as image files.

32.2 At least one image of 2000 × 1250 pixels, with appropriate photo credit, is required.

32.3 A fee of 75 CAD per image will be charged for any image search or formatting

carried out in-house if no images, or non-conforming images, are provided by the advertiser.

33. Labelling and identification

33.1 To avoid categorization as “Sponsored”, a non-fiction author name and a short biographical note of approximately 100 to 150 words must be provided and must comply with WestmountMag.ca’s editorial standards. A square author photo is optional.

33.2 In the absence of such information, advertorials and sponsored posts will be clearly identified and categorized as sponsored content in order to preserve reader trust and avoid misleading the audience.

34. Hyperlinks and limitations

34.1 The number of hyperlinks contained in sponsored content must respect the limit authorized in WestmountMag.ca’s current rate card or as specified in writing by the editorial board.

35. Validation, publication and scheduling

35.1 A preview link will be sent to the advertiser for approval before the content is published online.

35.2 Except in exceptional circumstances, the standard turnaround time is 48 business hours from receipt of the content for editorial approval, plus 24 business hours for final preparation before publication.

35.3 WestmountMag.ca limits the number of sponsored items published each week. As a result, there may be a delay before sponsored content is added to the publication schedule.

36. Duration and renewal

36.1 The initial publication period for sponsored content is two (2) years from the original publication date.

36.2 This period may be renewed for an additional two (2) years at 50% of the then-current rate, with an option for an editorial update offered at the time of renewal, on terms to be agreed between the parties.

37. Confidentiality and performance data

37.1 WestmountMag.ca will provide advertisers with aggregated performance data regarding their campaigns (such as total impressions and clicks), free of any personal information and anonymized in accordance with applicable privacy laws, including Quebec Law 25.

37.2 Post-click tracking and conversion reporting (beyond aggregated Website analytics) will only be provided if expressly agreed in writing in advance.

37.3 Any use or publication of individual or confidential data by the advertiser is strictly prohibited without the prior written authorization of WestmountMag.ca.

38. Payment

38.1 All sponsored content must be paid in full before publication. Unless otherwise agreed in writing, payment is made by Interac e-Transfer to info@westmountmag.ca.

38.2 Rates may be changed without notice. The applicable rate is the one in effect at the time of confirmation of the campaign and/or issuance of an invoice.

39. Exclusion and termination

39.1 WestmountMag.ca reserves the right to suspend or remove a publication, cancel an advertiser contract or require the removal of a link or content in the event of non-compliance with these conditions, without prior notice or specific justification and without any obligation to compensate the advertiser, unless otherwise expressly agreed in writing.

39.2 In case of cancellation or removal due to breach by the advertiser, any amounts already paid may be retained by WestmountMag.ca as liquidated damages, unless otherwise agreed.

40.1 WestmountMag.ca declines all liability for indirect, incidental or consequential damages related to advertising campaigns, including, without limitation, any loss of profit, delay in publication or inaccuracy in analytical reports, except in cases of gross negligence or intentional fault.

40.2 In all cases, the total liability of WestmountMag.ca relating to a specific advertising campaign shall not exceed the total fees effectively paid by the advertiser for that campaign.

41. Jurisdiction and applicable law

41.1 Any dispute arising out of or relating to sponsored content or advertising on WestmountMag.ca shall be submitted to the exclusive jurisdiction of the courts of the judicial district of Montreal, Province of Quebec.

41.2 These advertiser conditions are governed by the laws of the Province of Quebec and the federal laws of Canada applicable therein.