

alterfina

Legal terms

Scope and preliminary provisions

The use of the Website is subject to the following terms and conditions (hereinafter the “Terms”) which govern the content and the operation of the Website, as well as the authorized way in which you can use the Website. Please do not access the Website if you do not accept them fully, without, limitation or reserve.

By accessing or using the Website, you agree to be bound by the Terms set out herein and you agree to be bound by the provisions of said Terms.

Please note that we may, at any time, without notice or liability, revise these Terms. In this regard, you agree to be bound by these revisions; therefore, we recommend you to periodically revisit the Terms.

Use of the website

You declare that you are of the age of legal majority in your state or province of residence, or that you are of the age of legal majority in your state or province of residence and that you have agreed that a minor of whom you have the legal control uses this Website, that you are entitled to conclude a contract and that you use this Website in accordance with all the present Terms. You agree to cover all fees incurred from using this Website (as well as those incurred by any other person using your account). You also declare that all the information you provided in connection with the use of the Website is true and accurate.

You are responsible for ensuring that you have legal access to the Website and that the materials available on the Website, or through it, are legal in each jurisdiction through which you access or view the Website or such material.

Registration and subscription

Should you choose to register for services or features on the Website that require a subscription, you agree to provide true, accurate, current and complete information about yourself as required by the relevant registration or subscription process, and to promptly update such information as necessary to ensure that it is kept accurate and complete. You agree to be responsible for maintaining the confidentiality of any passwords or other account identifiers that you have chosen or have been assigned to you at the time of registration or subscription and to take responsibility for all activities that occur under your passwords or accounts. Furthermore, you agree to notify us, immediately, of any unauthorized use of your password or account. We shall not be held responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with the Terms.

You acknowledge that we may, in our sole and absolute discretion, without notice, suspend, cancel or terminate your account, or your use or access to the Website or any of its services, and remove and delete any information or content relating to the Website or any of the services offered (and terminate your use of it), for any reason whatsoever, including if we believe that you have not comply with the Terms. Furthermore, you acknowledge that we will not be liable to you or any other individual or entity as a result of such suspension, cancellation or termination. If you are not satisfied with us or any of our services, or any of these Terms, rules, policies, guidelines or practices related to the operation of Alterfina or any of our services, your sole remedy is to stop using the Website or the said service.

User comments

You agree that any comments you may make about us, particularly in connection with the provisions of our services, may be used and published on the Website or elsewhere for advertising purposes.

Limitation of liability

In addition to the other limitations of liability contained in the Terms, we (as well as the directors, officers, employees or agents of Alterfina) are in no circumstance liable in any civil matter or otherwise for any loss or damage of any nature whether it's related to the navigation on the Website or the use of the Website and its content, as well as your use of the services offered by us, subject to what could be provided for in your specific agreements with us, nor the impossibility to access or use the Website, particularly in the event of: (i) failure, defect or destruction of our computer systems used for on line content and the proper functioning of the Website; (ii) delay or loss of use of, whatever the cause may be, that prevents anyone from using or navigating properly on the Website; (iii) as well as any failure, delay or other similar circumstance due to a third party involved in the provision of the services, including any other service provider's or telecommunications equipment related to the Website.

You understand and agree that we may, at any time and in our sole discretion, stop offering certain services or certain contents on the Website or add to new services or contents, without having to inform you beforehand and without us being held liable for these actions.

In addition, we cannot be held liable in the event where we decide to decline, deactivate, block, suspend or close a subscription or a registration, or take any other measure we deem appropriate, due to the non-respect of the Terms or for any other reason that we deem relevant. To this end, we will be able to proceed to any verification of any disputed or suspicious situation.

We offer no guarantees, either express or implied, as to the accuracy, exhaustiveness, validity, completeness or timeliness of the provided information and content.

We do not warrant that the Website and the servers hosting the Website are exempt from viruses or other harmful components.

The Website and the contents are provided on an “as is” and “as available” basis, without any representation or warranty of any kind, either express or implied.

Intellectual property rights

This Website shall not be reproduced, in whole or in part, without our prior written consent.

Certain names, words, titles, phrases, logos, icons, graphics or designs of the Website constitute trade names or trademarks owned by us or licensed to us. All other material contained on the Website is protected by copyright.

Any unauthorized downloading, retransmission, copy or modification of the trademarks, images, texts or data contained on the Website may breach federal or provincial statutes and, in particular, all statutes pertaining to trademarks, industrial designs or copyrights, and may expose you to legal proceedings.

Except for the purposes of surfing the Internet and unless indicated otherwise, it is strictly forbidden to copy, redistribute, reproduce, republish, store on any medium, retransmit or modify the information found on the Website or make any public or commercial use thereof in any form whatsoever, subject to our prior written approval, which will be subject to any conditions we deem necessary.

Confidentiality

Communications via Internet are subject to interception, loss or alteration, therefore you acknowledge that any information or material that you provide electronically as a result of accessing or using this Website is neither confidential nor exclusive, except as may be required under applicable law and you acknowledge that unprotected email communication over the Internet is subject to possible interception, alteration or loss.

For more information, please see our privacy policy at <https://alterfina.ca/en/private-policy/>.

Domain names

Our domain names are our exclusive property and no appropriation of the domain names by hyperlinking, framing or registering related domain names shall be tolerated.

Hyperlinks to a third-party website

This Website contains hyperlinks that enable you to connect to other websites operated by third parties. These hyperlinks are made available to you for your convenience only and in order to offer you a more spontaneous and pleasant surfing experience. The existence of a hyperlink is by no means, an implicit or explicit endorsement to the concerned website, to its content, or to any other websites connected to it. Furthermore, we assume no responsibility whatsoever for such content.

We are, at all times, free to add, delete or modify any hyperlink appearing on the Website. We do not assume any responsibility regarding the choice of provided hyperlinks.

Hyperlinks to the website

It may be possible that the Website appears among hyperlinks offered by third-parties websites. We are not responsible for the content of any of these websites, or for any link found on these websites.

We have no control over the content of websites linked to our Website. The fact that there are hyperlinks to the Website by no means constitutes that we support, sanction or otherwise recognize the content of such websites or any link present on these websites.

If you wish to establish a hyperlink to the Website, you shall first accept the conditions outlined below. By establishing a link to the Website, you accept that the website containing the hyperlink:

- cannot employ the framing technique, a mirror site or any other similar method without our prior consent;
- cannot employ a link integrated with images posted on the Website;
- cannot give the impression that there is an affiliation of any kind between the corporation or the individual benefiting from the Website and us, nor that we support the products, services or any other content featured on the Website, unless there is a written agreement stating otherwise;
- cannot give a false or misleading impression of the products or services that we offer;
- cannot display one or multiple of our logos, unless a written agreement states otherwise;
- cannot contain material that might be interpreted as being of bad taste or offensive, or which targets or appeals to people under the age of 18 and over;
- cannot promote or make reference to illicit or illegal activities.

We can, at all time and at our sole discretion, immediately abolish your privilege to establish a link to the Website.

Language

In the event of discrepancy between the French and English versions of the Website, in particular the present document and our privacy policy, the French version shall prevail.

Applicable law and jurisdiction

These Terms are governed by the laws of the Province of Quebec and shall be interpreted in accordance with them. You hereby expressly agree that any judicial or quasi-judicial proceeding that may be initiated in relation with these Terms, and more generally with your use of the Website, shall

be brought before the court having jurisdiction in the judicial district of Longueuil, Province of Quebec.

Priority of contracts

Any provision of any contract or any specific agreement between Alterfina and you that is not consistent with the provisions of these Terms or the provisions of our privacy policy will take precedence over the provisions.

Non-waiver

The failure of Alterfina to strictly enforce or not any provision of these Terms or our privacy policy shall not be construed as a waiver of such right or provision.

Non-compliance of a provision

The illegality or invalidity of a section, paragraph or provision of these Terms or of our privacy policy does not affect the legality or validity of the other sections, paragraphs or provisions, nor the remainder of the paragraph or section, unless there it is clearly indicated otherwise in the text.