

# PRIVACY POLICY OF CASIOPE

## INTRODUCTION

With the advent of new communication tools, it is necessary to pay special attention to privacy. That's why we, the Company **Centre d'aide et de soutien aux intervenants et organismes en petite enfance**, non profit organization located at 75, Square Sir George-Etienne-Cartier, H4C 3A1, Montreal, Quebec, Canada (hereinafter "**CASIOPE**"), are seriously concerned about the privacy of your personal information and are committed to respecting the confidentiality of the information we collect.

CASIOPE undertakes to comply, in accordance with applicable laws, the obligations concerning the collection and processing of personal and confidential information obtained in the course of the operation of a business so that everyone can enjoy privacy.

This privacy policy (hereinafter the "**Policy**") describes the information we may collect from users, who are understood to be the end user or organization you represent or for you work (hereinafter the "**User**" or "**Users**") in our activities, the purposes for which we collect them, the use we make of them, and the circumstances under which we can pass them on to third parties. In addition, this Policy indicates the user's rights to collect, use and disclose their personal information. CASIOPE undertakes not to collect, use or disclose the User's personal information other than in accordance with this Policy and applicable laws in Canada and Quebec.

## SCOPE OF THIS POLICY

When the User browses one of our mobile applications and use our online services by visiting our website (CASIOPE's mobile application and website, hereinafter the "**Platform**") or by subscribing to our email publications, he accepts the terms and conditions of this Policy. If the User continues to use the Platform after a new version of this Policy has been posted there, he consents to the changes and will be bound by them.

The information we collect is necessary when we provide a service to the User or when we carry out a transaction he has requested. By providing us with this information, the User consents to it being collected and used in the manner defined in this Policy.

## COLLECTION OF PERSONAL INFORMATION

CASIOPE may obtain personal information from the User when he safeguards personal information on the Platform or, if necessary, by otherwise transmitting personal information, including by creating an account user and choosing a password, logging in as a Registered User, launching a product search, requesting a service, providing information in their account, contacting us through phone, e-mail or otherwise, or by filling out a form to participate in a contest, inventory application, promotion or survey.

We may collect the following information from the User when they sign up:

- First and last names;
- Age;
- Gender;
- Registration number at the civil registry;
- Phone number;
- Personal address; and
- Email address.

The User's personal information will not be retained beyond the reasons for the collection. CASIOPE abides by the conservation period provided by the Policy hereof, which is in accordance with Canada's *Privacy Act*. Data deletion occurs when the User deletes his account. The User will then have thirty (30) days to recover his data, otherwise CASIOPE will delete it permanently.

The Platform is designed for use by adults only as understood in the province of Quebec. CASIOPE does not knowingly collect personal information from persons under the age of 18.

For more information on the protection of your personal information and related rights, you can contact the Office of the Privacy Commissioner of Canada or the Quebec Privacy Commission.

- Office of the Privacy Commissioner of Canada : <https://www.priv.gc.ca/en/>
- Commission d'accès à l'information : <https://www.cai.gouv.qc.ca/english/>

## **FORMS AND INTERACTIONS**

The User's personal information can be collected through forms, *i.e.* the Platform registration form.

CASIOPE also uses cookies, as shown in the “**Automatically Exchanged Data**” section. CASIOPE may also keep a record of products of interest to the User and obtain information about the User from current or future divisions or companies that are part of CASIOPE.

To know about the use of the User's personal information collected by cookies, you can consult the “**Automatically Exchanged Data**” section below.

If the User does not subscribe to our newsletter, he will not receive any e-mail from CASIOPE except in specific cases (e.g., tracking or expiring his subscription, followed by his free trial, participation in a contest, etc.).

User information is also collected through the interaction that can be established between the User and the Platform and can be used for the following purposes:

- Provide services to the User.

## **ADVERTISING INFORMATION**

CASIOPE will only contact you if you wish. If you prefer not to receive advertising information from us or if you do not want us to use your personal information to enhance your experience as a User, please let us know by contacting contact in the "**Right of Opposition and Withdrawal**" section.

Do not forget to include your full name and email address you used when you registered or made a purchase with us. There may be a delay in processing time for a request sent by e-mail or mail and you may continue to receive communications from CASIOPE in the meantime.

## **THIRD-PARTY SERVICES**

CASIOPE will be able to use third-party services in the management of its business and Platform. In no way is CASIOPE liable for any harm that may have come from these third-party services. To find out the terms of use of these services, we invite the User to consult their respective websites.

CASIOPE prohibits and is not responsible for the resale or use by third parties of the opt-ins obtained through the Platform by event organizers. If you have agreed to share your contact information with partner organizations, then we will share them with them. We do not sell or rent our lists.

## **AUTOMATICALLY EXCHANGED DATA**

We collect certain information when exchanging between the User's computer and our server. As files created by a website and automatically added in the User's electronic devices for the purpose of collecting information about his browsing activities, cookies allow the User to connect to the Platform for further use and allow CASIOPE to customize the Platform. These are mainly the following information.

- IP address;
- Language of the User;
- Operating system;
- Pages visited and queries;
- Hour and day of connection

Most of the information transmitted automatically does not allow us to know the identity of the User. They are only collected because of the technological requirements inherent in Internet browsing. Most browsers automatically accept cookies, but it is usually possible to change this behavior. However, if the User chooses to refuse witnesses, he may not be able to identify himself or use certain functions of the Platform.

The use of such information allows us to improve the service, personalize the User experience and better track a request or order.

This information is also used to:

- Process User requests and orders and answer their questions;
- Statistics;
- Stay in touch with the User and provide a personalized service at all times; and
- Inform/promotional offers.

These control files are multiple, some expire when the User closes his browser and no longer have any effect while others can be retained. At any time, the User may deactivate cookies. In that case, however, CASIOPE does not guarantee the optimal performance of the Platform.

## **INTERNATIONAL COMMUNICATIONS**

In some situations, user data may pass through servers outside of Canada. The User recognizes this and absolves CASIOPE of any responsibility for the consequences of such a transfer.

## **SHARING PERSONAL INFORMATION**

CASIOPE undertakes not to market personal information collected without the User's express consent. The only situation where personal information can be sold is a partial or total transfer of the business to a third party. In such a case, the information transferred as CASIOPE's assets will be subject to the same guarantees as that of this Privacy Policy.

Unless otherwise stated in this Policy, the personal information that the User provides will not be passed on to third parties without his permission. However, we sometimes share this information with partners.

If the User does not wish to have his personal information shared with third parties or partners, he or she may object at any time, as mentioned in the next section.

CASIOPE may exceptionally disclose the User's personal information without his consent in the following cases:

- When it is legally mandated, including a court order mandating CASIOPE to disclose the User's personal information; and
- When it is impossible to obtain the User's consent and privacy laws allows CASIOPE to disclose the personal information. This is the case, for example, when the protection of the public interest requires it.

## **OPPOSITION RIGHTS AND WITHDRAWAL**

We are committed to offering the User a right to object and withdraw their personal information.

The right of objection is defined as the opportunity for Users to refuse to have their personal information used for certain purposes mentioned at the time of collection.

The right to withdraw is defined as the ability of Users to request that their personal information no longer appear, for example, in a mailing list.

The User is also entitled to request access to the personal information we have collected about him and to correct it as necessary by contacting the contact person, whose contact information will be found in the section "**Contact person**" below.

## **ANTI-SPAM LEGISLATION**

CASIOPE complies with the requirements of the *Canadian Anti-Spam Act*(CASL).

To opt out of our e-mail mailing list, just contact us at [info@casiope.org](mailto:info@casiope.org)

## **SECURITY**

The personal information CASIOPE collects is stored in a secure environment. CASIOPE has taken appropriate measures to preserve the confidentiality of personal information and to protect it from loss or theft, as well as unauthorized access, communication, reproduction, use or modification, taking into account, in particular, their sensitivity and the purposes for which they are employed. In addition, CASIOPE requires that each CASIOPE employee, agent or representative comply with this Policy.

To ensure the security of the User's personal information, CASIOPE uses, among other things, the following measures:

- SSL (Secure Sockets Layers) Protocol;
- Secure access to premises;
- Protected access to servers and computers;
- Firewall;
- Use of password-protected data networks;
- Non-disclosure agreements with employees;
- Internal privacy policy;
- Current security update; and
- Encrypted and secure electronic communications.

CASIOPE is thus committed to maintaining a high level of security by integrating the latest technological innovations to ensure the confidentiality of the User's transactions in order to

ensure the protection of his personal data and avoid they should not be accessed, used or disclosed without authorization.

However, as no mechanism provides maximum security, there is always a risk when using the Internet to transmit personal information. If a password is used to protect the User's account and personal information, it is his responsibility to keep it confidential.

## **FRENCH AND ENGLISH LANGUAGE**

If a problem of definition or interpretation arises between the English and French versions of this policy, the French version shall prevail.

## **APPLICABLE LAW AND RELEVANT JURISDICTION**

The Platform and its content are managed by CASIOPE from its offices in the province of Quebec in Canada. The Platform and its content, these Terms of Use and your use of it are all governed by the applicable laws of Quebec and Canada, without giving effect to any principle relating to the conflict of laws.

You accept that all questions and disputes relating to the Platform and your use of it will first be brought in front of a mediator and, in the absence of a compromise, decided by the courts of Montreal.

Notwithstanding any jurisdiction or law that may apply, if the User is considered a consumer under the *Consumer Protection Act*, any litigation relating to the Policy hereof shall be subject to the laws of the Province of Quebec, and shall necessarily be submitted to the relevant jurisdiction in accordance with the rules provided by Quebec's *Code of civil procedure*.

## **INTERPRETATION**

The Policy hereof is governed by applicable Quebec and Canadian laws, including Canada's *Privacy Act*. These laws apply without giving effect to any conflict of law principles.

Whenever the context so requires, any word written in the singular also includes the plural and vice versa; any word written in the masculine gender also includes the feminine gender and vice versa.

## **SEVERABILITY**

Each provision of the Policy hereof is a separate and distinct whole so that any court decision declaring the nullity or unenforceability of one of the clauses of the Agreement shall not affect the validity or enforceability of the other provisions of the Policy hereof.

## **CONTACT PERSON**

You can exercise the rights under this Policy or direct any other questions or complaints about CASIOPE's privacy practices to us by contacting us:

Name : Loriana Giuliani

Email Address : [info@casiope.org](mailto:info@casiope.org)

### **AMENDMENTS TO THIS POLICY**

We occasionally update this policy. The continued use of the Platform is the User's agreement with regard to this Privacy Policy and its updates.

The User accepts and recognizes that CASIOPE reserves the right, at any time and without prior warning, to change or update the Terms of Use. If the User refuses any changes made to this Policy, he must stop any use of the Platform. CASIOPE will attempt, as far as possible, to inform Users of any changes made to this Policy. However, it is your responsibility to review them regularly to be informed of any changes that may be made.

Last update on February 18, 2022.