

TERMS OF USE OF CASIOPE

Please read the following terms of use carefully (hereinafter "**Terms of Use**") of 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**").

CASIOPE operates this website (hereinafter the "**Platform**"). By deciding to use CASIOPE's Platform and services, the user, understood as the end user or organization you represent or work for (hereinafter the "**User**" or "**Users**") accepts all Terms of Use listed below that govern the content and use of the Platform, as well as the "**Privacy Policy**" following CASIOPE's Terms of Use.

These Terms of Use legally bind the User and CASIOPE (hereinafter the "**Parties**"). The Parties are entitled to invoke these Terms of Use and to take all useful and necessary measures to enforce them.

If the User does not accept these Terms of Use or, as the case may be, the Terms of Use as amended from time to time, he must not, or should no longer use the Platform.

ACCESS AND USE OF THE PLATFORM

If you are browsing the Platform, it means you have read, understood and accepted the Terms of Use.

The Platform is available on any computerized tool (computer, smartphone, tablet, etc.) and on all browsers.

The Platform is available on the Apple Store (with the iOS system), on Google Play (with the Android system), and on our website, via any computerized tool (computer, smartphone, tablet, etc.).

THE SERVICE

The Platform is accessible at all times. The Platform may be temporarily unavailable in case of updates or technical problems. CASIOPE is not responsible for service disruptions or updates. CASIOPE tries to make updates when the Platform's web traffic is at its lowest.

CASIOPE does not guarantee that the Platform, or any part of it, will operate on specific hardware or devices. In addition, the Platform may be subject to malfunctions and delays inherent to the use of the Internet and electronic communications.

CASIOPE reserves the right to add, delete and edit all content, or part of it, on the Platform, with the exception of User-specific content. CASIOPE cannot be held liable for errors,

typographical errors and bugs. Each User created in the system owns the content of their account. CASIOPE does not remove anything unless a User requests it.

Each User of the Platform undertakes, non-restrictively, not to:

- Use the Platform in a way that could damage, put out of service, overload or compromise the Platform;
- Disrupt security or otherwise abuse the Platform, or any service, resource systems, servers or networks connected to the Platform or sites affiliated or connected or accessible through them;
- Disturbing or disrupting the use or enjoyment of the Platform by other services or affiliated or linked sites;
- Download, view or otherwise transmit a virus or other harmful, disturbing or destructive computer file or program on the Platform;
- Use a robot, spider or other automatic device or manual process to control or copy the Platform's pages or its contents;
- Transmit e-mails, letter chains, spam messages or other types of unsolicited mass emails through the Platform;
- Attempt to obtain unauthorized access to the Platform or portions of the Platform to which access is limited. In addition, the User agrees that he is solely responsible for any actions and communications undertaken or transmitted to or on his behalf, and undertakes to abide by all applicable laws regarding its use or activities on the Platform.

INTELLECTUAL PROPERTY

Unless otherwise stated, all intellectual property rights (trademark, copyright, etc.) (hereinafter "**Intellectual Property**") related to the Platform are the exclusive property of CASIOPE. You cannot copy or use the material, structure, menu, appearance or characters that appear on the Platform without CASIOPE's explicit consent.

Certain names, words, titles, expressions, logos, icons, graphics, drawings, domain names or other, content on the Platform may, among other things, be trademarks or trade names, registered or not (for the purposes of these Terms of Use, they are all referred to as "**Trademarks**"). These trademarks are protected by applicable Canadian and foreign trademark laws and are, as the case may be, the exclusive property of CASIOPE.

Without limiting its scope, the intellectual property elements belonging to CASIOPE include, but are not limited to the following:

- All logos, drawings, graphics, photos, videos, trademarks (filed or not), symbols, texts, expressions, words as well as all general content of the Platform not already subject to Intellectual Property rights;
- All the software, APIs and materials made available to you by the Platform;
- All databases made available by the Platform; and

- All content offered by the Platform for free download.

Unless otherwise stated, all information provided on the Platform belongs to CASIOPE, and is protected by the applicable laws in this case. In addition, information cannot otherwise be copied, displayed, distributed, downloaded, licensed, modified, published, reproduced, reused, sold, transmitted or used for derivative, public or commercial purposes without a CASIOPE's written and express authorization. Information is protected under copyright and trademark legislation in Canada and the countries hosting the Platform.

Images and text contained on the Platform that are downloaded, copied, recorded or printed are still subject to these Terms of Use. You must ensure that all copyright and trademark notices are still on the list. The content of the Platform can be changed at any time without prior notice. For more information on authorizing the use, reproduction or re-release of any information presented on the Platform, please contact us at info@casiope.org

Nothing contained herein shall be construed as conferring any license or right on the User under the copyright or trademark laws.

Any unauthorized download, broadcast, copy or modification of intellectual property or data contained on the Platform may contravene laws including trademark or copyright laws, and may expose the User to legal action.

Subject to applicable laws, the User's importation, creation, submission or storage of content remains his property and he is responsible to insure he owns the rights related to their use.

EXTERNAL LINKS

By using a hyperlink, the User may exit the Platform to access external content (hereinafter "**External Websites**"). CASIOPE provides Users, in addition to its own content, with links to External Websites solely for user friendliness and as information for the User. CASIOPE has no control over the content of these External Websites and assumes no responsibility for their accuracy, completeness, authenticity, news or adequacy. All liability for CASIOPE is excluded, particularly for direct or indirect damage or consequences related to the use of the contents of these External Websites. CASIOPE has no influence on the content of external websites to which the links refer and is free of any responsibility. CASIOPE does not require the transmission of information, selects the recipients of the information transmitted or the information itself, nor does it change it. In addition, CASIOPE does not carry out any short-term automatic intermediate backup of these external links under the existing link creation and consultation method. Therefore, the responsibility for the content of External Websites accessible via external links rests exclusively with their operators.

In addition, CASIOPE cannot guarantee the absence of any violation of any law, including the absence of any infringement of copyright or trademarks or the rights of third parties by these External Websites or their content, or the absence of viruses or other harmful components.

There is no guarantee that documents available on the Internet will be authentic.

SOCIAL MEDIA

The following conditions apply when you access a social media page, user account, website, network or any application contained in them that has been designed and managed by a social media (individually, a "**Social Media**" and collectively, "**Social Medias**").

General Statement

By using Social Media pages and submitting a comment, photo, video or other item, you (and your parent/legal guardian if you have not reached the age of majority in the province or territory where you reside) agree to be bound by CASIOPE's Terms of Use and Privacy Policy, as well as the terms of use of third-party Social Media providers, and comply with them. You also consent to CASIOPE copying, publishing, translating and distributing your comment, photo, video or other material published on a Social Media, without compensation.

Terms of service:

The website has been optimized for current versions of Mozilla Firefox, Internet Explorer and Google Chrome browsers.

Terms of Use of Social Media

Some of the comments and other items posted on social media pages may not represent CASIOPE's views. Consequently, you agree not to publish or submit information, publications, links or any other element that fit in either one of the categories listed below on Social Media pages, with respect to CASIOPE:

- Any defamatory, offensive, counterfeit, obscene, misleading, illegal content or content that violates the rights (including those relating to the protection of personal information) of others;
- Any content that includes advertising;
- Promotional materials or any form of unwanted solicitation;
- Any content whose origin or source is falsified;
- Any financial or personal information about you or someone else; and
- Any information that CASIOPE deems to be in contravention of the Terms of Use.

Any information, message, link or item that CASIOPE considers to belong to any of the above categories will be deleted immediately, and this without engaging CASIOPE's liability.

In addition, CASIOPE does not take responsibility for filtering messages posted on Social Media.

CASIOPE disclaims any liability for entities that own or operate Social Media, including any loss or direct or indirect damage resulting from any action or decision taken by you or another person use of Social Media websites.

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.

DISCLAIMER, EXCLUSION OF WARRANTY AND INDEMNITY

CASIOPE does not guarantee the accuracy, completeness, quality, relevance or content of the information on its Platform. This information is provided "as is" without any express or implicit warranty or condition, including but not limited to the implicit conditions and warranties in regard to the trade value and pertinence for a given purpose, except in jurisdictions that do not allow the exclusion of warranties.

CASIOPE is not liable for the content filed on the Platform by users and any damage that may result. Each User is responsible for the content they exchange on the Platform and cannot use the Platform for purposes contrary to applicable laws in Quebec and Canada.

When the User is a consumer under the *Consumer Protection Act*, the legislation does not allow the exclusion of guarantees and the non-liability of CASIOPE for certain damages. In this case, the User has additional rights and is not subject to certain limitations indicated below.

CASIOPE cannot be held liable for any direct, indirect, special, incidental and consecutive damages, or any other damage of any kind, including loss of income, anticipated profits or economic benefits arising from the use or inability to use the Platform, the information, documents and software contained in it, with their content, even though CASIOPE has been warned of the possibility of such damage or even if the damage can be reasonably foreseen.

As a User, you will compensate CASIOPE, and, if applicable, its directors, officers, shareholders, associates, employees, agents, consultants and other CASIOPE stakeholders, and absolve them of any liability for all claims, liability, losses and costs (including legal costs) attributable to the use of the Platform and/or the violation of these Terms of Use, whether this violation is of you or any third party.

You may not use or export the information, nor any copy or adaptation of the information in contravention of applicable laws or regulations.

AMENDMENTS TO THESE TERMS

CASIOPE occasionally updates these Terms of Use. The continued use of the Platform constitutes the User's agreement with regard to these Terms of Use 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 the Terms of Use, he must stop any use of the Platform. CASIOPE will attempt, as far as possible, to inform Users of any changes made to these Terms of Use. However, it is your responsibility to review them regularly to be informed of any changes that may be made.

INTERPRETATION

The titles of the provisions above are included only for reference and do not affect the structure or interpretation of the Terms of Use hereof.

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.

CONTACT PERSON

If you have any questions or comments regarding any content on the Platform, please contact us :

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