

Legal Notices

I – Usage Rules

The Association of Access to Information and Privacy Professionals (hereinafter, the “AAPI”) owns and operates a Web site (hereinafter, the “Site”) at the following address: www.aapi.qc.ca.

Unless specified on the site, it is accessible to all users (hereinafter, the “User”). By browsing this Site, you are agreeing to all the following terms and conditions. In case of refusal to comply with the terms and conditions, please do not access or view this Site.

The AAPI can amend the following information by a simple update of this document.

II – Limitation of Liability

The texts, opinions, notices, data and information that are expressed by third parties and made accessible on the Site or by hyperlinks are the sole responsibility of their authors, and not that of the AAPI. The Site’s content and hyperlinks are provided for educational and informative purposes. The User must not interpret them as advice coming from access to information and protection of privacy professionals.

The information, documents and images on the Site are provided “as is” on the date of the update that is displayed on the viewed page. Although a lot of effort has been put into the development of the Site, the AAPI gives no warranty, expressed or implied, as to the accuracy, completeness, validity or current status of the provided information. The AAPI reserves the right, at its sole discretion and without prior notice, to remove, change or update the whole or part of the Site.

The AAPI does not guarantee uninterrupted access to the Site, the content of the hyperlinks and the e-mail links provided on the Site. The AAPI reserves the right to modify the Site without prior notice. Except where mentioned in that respect, the AAPI’s goal is to keep the Site up-to-date, but it does not commit to continually make updates for this purpose. In the event of a User finding an error on the Site, they should contact the Site administrator [aapi@aapi.qc.ca] so that it can be corrected as quickly as possible.

The AAPI gives no guarantee pertaining to the use of the Site, and the User accepts to use it as is and to rely on it at his/her own risk. The AAPI and its administrators, employees or representatives shall under no circumstance be liable, in civil matters and otherwise, for any loss or damage of any kind, including but not limited to loss of profit, interruption of operations, or loss of programs or data that would result from, among other things:

- (i) the use of the Site or of any Web site linked by hyperlink or otherwise to the Site;
- (ii) the modification or removal of the whole Site, or part of the Site, including a hyperlink;
- (iii) errors, omissions, inaccurate or outdated information, stored on the Site or received by the User following a request for information made from the Site;
- (iv) any instance of harmful programming that may be installed on the Site or that is transmitted through the use of the Site.

III – Copyright

The form and content of the Site are protected by copyright and by the Quebec, Canadian and International laws on intellectual property. The name “aapi.qc.ca”, as well as the AAPI’s logo, is the property of the AAPI.

Some names, words, titles, expressions, logos, icons, graphic elements, drawings or other contents displayed on the Site’s pages are trade names or trademarks owned by the AAPI, or are trade names or trademarks that have been granted to the AAPI under a permit or a license. All of the Site’s material is protected by copyright.

Any download or any retransmission, copy or unauthorized modification of the trademarks, images, texts or data from the Site can violate federal or provincial laws, specifically all the laws pertaining to the trademarks, industrial designs or copyrights, and could expose the User to legal proceedings.

Reproduction by the User for strictly personal purposes is allowed unless otherwise specified. It is strictly prohibited to copy, distribute, reproduce, broadcast, publish, sell, store on any medium or support, transmit or modify the information included on this Site, or to make public or commercial use of it in any form without authorization. Every authorization request must be addressed in written form to the following address: aapi@aapi.qc.ca. The applicant must agree to respect the AAPI’s required terms and conditions for such an authorization.

IV – Security and Confidentiality

The AAPI owns a protection system around its electronic and computer-based communications. However, the AAPI is in no way responsible for the eventual transmission of computer viruses, in any manner. Browsing the Site or downloading documents and images from the Site is solely at the risk of the User.

Unless otherwise specified, the Internet is not considered as a safe network of communication. Although the AAPI puts efforts into ensuring the safety of the Site, it is not responsible for any damage to the User or a third party that would be caused by sending confidential information to a third party by using the e-mail links included in the Site.

V – Cookie files (cookies)

Cookie files, commonly known as cookies, are information that an HTTP server records on your computer’s hard drive to identify you. Our cookies do not include confidential information. They only allow us to execute different operations, such as the processing of your orders or the memorisation of products that you have selected during your visits. Most Web browsers automatically enable cookies. However, you can refuse them by modifying “Your preferences” on your computer. Even without cookies, you will keep your access to most of the Site’s functionalities and will be able to place your orders.

VI – Jurisdiction

This agreement is governed and interpreted according to the Quebec laws. Any dispute arising from this agreement will be brought to the Court of the AAPI head office’s legal district, which is Quebec.