



Terms of Use

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1 – Overview

This document contains the CQ Terms of Use governing the use of all CQ services. In addition to the CQ Terms of Use, Service Level Agreements (“SLA”) will also have to be executed containing conditions relevant to the specific services Calcul Québec provides to the CQ Users. The CQ Terms of Use, along with all applicable SLA will jointly comprise the “Agreement”.

2 – General Terms and Conditions

This Agreement is entered by and between CQ and You as a CQ User. You herein attest to CQ that You have the necessary legal capacity or authority to execute this Agreement and that said legal capacity or authority have not been revoked, limited or modified whatsoever. The terms “You,” “Your” or a related capitalized term herein will refer to You as an individual. If You do not have such legal capacity or authority, or if You do not agree with all the terms and conditions of

this Agreement, You must not accept this Agreement and therefore are not allowed to use CQ services.

Upon your account creation or renewal, You will be invited to report on any applicable existing Affiliation. An Affiliation is an organization, legal entity or individual allowing You to use CQ services for authorized uses or activities. In the situation where the Affiliation has a service agreement with CQ, CQ hereby commits to comply with the agreement, including provisions for transferring or sharing Your liability or responsibility to the Affiliation. You are the sole responsible to ensure awareness and compliance with any additional requirements, conditions, limitations or terms relative to such service agreement.

This Agreement shall be interpreted and construed under, and governed by, the laws of the province of Quebec, Canada, and the federal laws of Canada applicable thereto, excluding any conflict of laws provisions. Any claims or proceedings instituted by any party against any other party in relation to this Agreement will be addressed under the jurisdiction of the courts of Quebec.

You may not assign or transfer this Agreement or Your rights hereunder, in whole or in part, by operation of law or otherwise, without CQ's prior written consent. No waiver of any provision of this Agreement, including waiver of a breach of this Agreement, shall constitute a waiver of any other provision or breach of this Agreement, unless expressly otherwise provided. No waiver shall be binding unless executed in writing. In the event that any part of this Agreement is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

CQ reserves the right to make improvements, further developments or modifications to this Agreement at any time. If a revision materially alters Your rights, we will use reasonable efforts to contact You, including sending a notification to the e-mail address(es) associated with Your account. In some instances, You may be required to indicate Your consent to the revised terms in order to continue accessing CQ services. Unless otherwise specified, any modifications to this Agreement will take effect on the date on which there is any access or use of Your account. If You do not agree with the revised terms, Your sole and exclusive remedy will be to not use CQ services and to terminate Your account to CQ services.

All communications and notices made or given pursuant to this Agreement, CQ policies and services must be in French or English.

3 – Use of CQ Services

3.1 Access to CQ Services

Subject to Your compliance with this Agreement, CQ hereby grants You a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right to access and use CQ Services.

If Your access to CQ services grants You the role of Sponsor, CQ will allow You to provide access and use of CQ Services to Sponsored Users. Sponsored User refers to any individual or entity authorized or mandated to access and use CQ services under Your responsibility. Any such Sponsored User may access and use CQ services provided that such Sponsored User agrees to be bound by the terms of this Agreement, and to use resources according to the purpose as defined by the Sponsor. The Sponsor is responsible to grant and revoke access of their Sponsored Users and to identify and communicate to their Sponsored Users the authorized purpose associated with the use of CQ services.

CQ is not responsible for unauthorized access to Your account. You are responsible for the security and privacy of Your Information, including collecting and preserving records of consent and for curating Your Information.

CQ accounts are private and personal and You must never access or attempt to access any of CQ services other than those resources or data to which You have been explicitly granted access. Your account credentials are confidential and must remain secret and secured at all times, in compliance with CQ policies. You must not allow any other individual to use Your credentials to access CQ services. If additional personnel require access to CQ services, each individual must apply for an account, and obtain their own credentials. You are responsible for maintaining the confidentiality and security of your account credentials and are solely responsible for all activities performed by and in Your account.

If You become aware of any breach or violation in Your account, You will immediately take all the necessary actions to suspend access to Your account and content and remediate the situation. If any of these result in a privacy or security risk for CQ, You will immediately notify CQ ¹.

CQ reserves the right to modify, interrupt or discontinue its services at any time. These changes include, but are not limited to, changing or discontinuing certain functionalities of the CQ services.

3.2 Acceptable Use

As a CQ User, You benefit from a diverse set of services offered by Calcul Quebec. Within the context of these services, and as part of this Agreement, You are agreeing that, and unless expressly permitted in writing by CQ, You will never:

- I. Engage in any activities that are in violation of Canadian or Quebec laws;
- II. Take any actions that would infringe on someone else's intellectual property rights;

¹ security@calculquebec.ca

- III. Use CQ resources in any situation in which failure or fault of their use could lead to death or serious injury of any person or animal, or serious physical or environmental damage;
- IV. Introduce malicious software into the CQ environment that may damage, interfere with, or capture any system, program, or data outside of Your own assigned resources or for which You have been granted access to;
- V. Attempt to probe, scan, penetrate or test for vulnerabilities in CQ services or its systems;
- VI. Attempt to access or intercept data not intended for Yourself or for the resources that are assigned to You or for which You have been granted access to;
- VII. Use CQ resources in a manner that would create an undue burden on CQ services;
- VIII. Send or assist with unsolicited bulk communications;
- IX. Use applications without valid and appropriate licensing;
- X. Use software or services that would override CQ's authentication or policy enforcement;
- XI. Use software or services that provide unprotected access to CQ services;
- XII. Sell, resell, rent, lease or provide any access to a third party that is not otherwise defined in this Agreement.

4 – Privacy and Data Protection

By entering into this Agreement, You agree to comply with all of Your obligations as set in the CQ Privacy and Data Protection Policy². Unless otherwise agreed by You and CQ in writing, You will retain all right, title and interest in the data that You are transmitting, processing or storing through the use of CQ services. For purposes of this Agreement and the rest of the CQ policies, this will be referred to as Your data or CQ User data.

You are responsible for obtaining all necessary rights or consent prior to the use of CQ services. You will be solely responsible for the use, disclosure, storage, transmission of Your data. CQ assumes no responsibility or liability for the use, disclosure, storage, transmission that You do with Your data.

In the situation where You reported Affiliation(s) to CQ, You hereby agree for CQ to share relevant information, including Personal Information, about your account and service usage, or any other data described in any applicable service agreement, with the Affiliation(s). If Your account is sponsored, You also agree that CQ may share relevant information about Your use of CQ's services with Your sponsor.

² <https://www.calculquebec.ca/privacy-and-data-protection-policy>

CQ will not access or use Your data except under conditions set out in the CQ Privacy and Data Protection policy or unless otherwise agreed through an SLA.

5 – CQ Non-Production (beta) Services

CQ Non-production services (e.g beta or testing systems) refer to services that CQ offers that, despite including all the features planned to be provided, are still not entirely tested for security and optimal performance. These services will be offered “as is” and therefore, You can expect frequent outages, maintenance or service interruptions. A Non-production service is temporary and can be interrupted or terminated at any time, with or without any prior notice. CQ will use best effort to notify You of beta service termination in advance in order for you to take the necessary measures to secure, backup or transfer Your data. Data hosted on Non-production services can be lost and CQ assumes no responsibility for the data being stored therein. CQ may provide assistance and limited support for the use of Non-production services as it sees fit. These services will be identified as such and will have no associated SLA.

6 – Security

CQ implements security controls to protect Your account and data within its Information Systems. However, while using CQ services You will also transmit information or data over networks that are not operated or managed by CQ. CQ is not responsible for Your data or information security while using these third party networks and does not guarantee that Your information will not be lost, altered or corrupted across these third party networks.

CQ is using and constantly improving its Information Security Framework to address known risks and threats. However, CQ cannot offer an absolute guarantee that its security measures will prevent unauthorized access to Your data. Your compliance with CQ policies is an essential part of securing CQ services.

7 – Termination

A violation of any provision of this Agreement may result in the suspension of Your account or in the revocation of Your access privileges. CQ reserves the right to terminate Your account, at any time, with or without prior notice, if You breach any of Your obligations in more than one occasion or if You fail to remedy your breach in a timely manner.

You may terminate Your account at any time by contacting³ the CQ support team in writing.

Once the Agreement is terminated either by You or by CQ, all rights and access to the CQ Services will terminate, unless otherwise expressly described in this Agreement.

³ support@calculquebec.ca

8 – Exclusion of liability - No Warranties

WHILE CALCUL QUÉBEC IS COMMITTED TO MAINTAINING THE INTEGRITY AND SECURITY OF ITS SERVICES TO THE FULLEST EXTENT POSSIBLE, THE CALCUL QUÉBEC SERVICES HEREIN PROVIDED MAY CONTAIN BUGS, ERRORS, PERFORMANCE ISSUES, DEFECTS OR HARMFUL COMPONENTS. AS A CONSEQUENCE, CALCUL QUÉBEC IS PROVIDING ITS SERVICES TO YOU “AS IS.” THIS MEANS THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND IN THE ABSENCE OF CALCUL QUÉBEC’S INTENTIONAL OR GROSS FAULT, CALCUL QUÉBEC AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE REGARDING THE CALCUL QUÉBEC SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. CALCUL QUÉBEC AND ITS AFFILIATES ALSO MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE CALCUL QUÉBEC SERVICES WILL BE AVAILABLE, BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS OR THAT ANY CONTENT, INCLUDING YOUR CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. AS SUCH, YOUR USE OF CALCUL QUÉBEC SERVICES IS AT YOUR OWN DISCRETION AND RISK. FURTHERMORE, CALCUL QUÉBEC SERVICES ARE MADE AVAILABLE TO YOU WITH THE EXPRESS UNDERSTANDING THAT CALCUL QUÉBEC SHALL HAVE NO OBLIGATION TO MONITOR, CONTROL, OR VET USER CONTENT OR DATA.

THE DISCLAIMERS HEREIN MENTIONED DO NOT LIMIT OR AFFECT ANY DISCLAIMERS IN THE CALCUL QUÉBEC AGREEMENT, TERMS OF USE, SLA, AND IN OTHER OF ITS POLICIES.

9 – Limitation of Liability

CALCUL QUÉBEC’S LIABILITY IF AND WHERE APPLICABLE, IS LIMITED ONLY TO DIRECT DAMAGES CAUSED BY ITS INTENTIONAL OR GROSS FAULT. CALCUL QUÉBEC DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, DATA OR DATA USE ARISING FROM THE USE OF THE CALCUL QUÉBEC SERVICES. NEITHER CALCUL QUÉBEC NOR ITS AFFILIATES WILL BE LIABLE FOR ANY DAMAGES ARISING OUT OF DEFECTS IN ANY THIRD-PARTY SOFTWARE OR HARDWARE RELATED TO CALCUL QUÉBEC’S INFRASTRUCTURE AND SERVICES, EXCEPT TO THE EXTENT CAUSED BY CALCUL QUÉBEC’S OWN INTENTIONAL OR GROSS NEGLIGENCE.

10 – Complaints or Inquiries

If You have an inquiry or want to file a complaint about this Agreement, Your account or the CQ services that were offered to You, You should contact CQ support at support@calculquebec.ca and we will respond to Your inquiry or complaint, and where possible, resolve it in a timely manner.