

TERMS OF USE – ALIAS

Last modified : October 22nd, 2020

1. ACCEPTANCE OF THE TERMS OF USE

This is an agreement between Alias, ligne de signalement inc. (“**Alias**”), owner and operator of the reporting web platform ALIAS^{MC} (the “**Platform**”), the organization or entity using the reporting services of Alias (the “**Organization**”) and you, an author of a report transmitted through the Services (defined below) (“**you**” or a “**User**”).

By making a report, or by differently using the services offered on the Platform, by telephone or by any other means of communication (the “**Services**”), you acknowledge and accept these terms of use (the “**Terms of Use**”) as well as Alias’ [Privacy Policy](#).

2. MODIFICATION OF THE TERMS OF USE

- 2.1. **Right to modify the Terms of Use.** Alias reserves the right, at its sole discretion, to modify the Terms of Use (“**Modified Terms of Use**”), from time to time.
- 2.2. **Notification of the Modified Terms of Use.** Unless Alias proceeds to a modification for legal or administrative purposes, Alias will provide a reasonable notice before the Modified Terms of Use enter into force. You accept that Alias may notify you of the Modified Terms of Use by posting them on the Platform.
- 2.3. **Acceptance of the Modified Terms of Use.** Your use of the Platform after the date when the Modified Terms of Use enter into force, constitutes your acceptance of the said Modified Terms of Use. You should review these Terms of Use and all Modified Terms of Use before using the Platform.
- 2.4. **Effective date of the Modified Terms of Use.** The Modified Terms of Use will enter into force at the time of their posting on the Platform or on any other date specified in the Modified Terms of Use and will apply to your use of the Platform from this effective date.

3. USE OF SERVICES

- 3.1. **Functionalities.** The Services constitute a confidential and secure Reporting Service which is designed to forward to the organization’s Agent in Charge, the embezzlement or other wrongdoing reported by the User. “**Agent in Charge**” means any person designated by the organization and empowered by the latter to access, process and manage reports received in connection with the Services.
- 3.2. **Access and use.** During the period in which these Terms of Use are in force, Alias grants you a limited, non-exclusive and non-transferable right to access and use the Services in order to make a report, in accordance with the Law and these Terms of Use. (“**Authorized Purposes**”).
- 3.3. **Rules of conduct.** You must not take part in the following prohibited activities:
 - 3.3.1. use the Services for any purpose other than the Authorized Purposes;

- 3.3.2. transmit through the Services reports containing false or misleading statements;
 - 3.3.3. copy, distribute or disclose all or part of the Platform on any medium, including through a *web scraping* tool or technique, automated or not;
 - 3.3.4. use an automated system, including web crawlers and offline readers, to access the Platform;
 - 3.3.5. transmit, using the Platform, spam, chain letters or any other form of unsolicited email;
 - 3.3.6. attempt to interfere with the Platform servers, compromise the integrity or the security of their system or decipher any transmissions to or from them;
 - 3.3.7. take an action which, at the sole discretion of Alias, imposes or risks imposing an unreasonable or disproportionately large load on the infrastructure of the Platform;
 - 3.3.8. upload data, viruses, worms or other malicious software through the Platform;
 - 3.3.9. collect, extract or gather, from the Platform, information that can be use to identify individuals;
 - 3.3.10. usurp someone's identity or otherwise make false representation regarding your affiliation with a person or an entity, commit fraud, conceal or attempt to conceal their identity;
 - 3.3.11. interfere with the proper functioning of the Services;
 - 3.3.12. access any content on the Platform using means or technologies other than those provided or authorized by the Platform;
 - 3.3.13. circumvent the measures that Alias can use to prevent or restrict access to the Platform, including features that prevent or restrict the use or copying of the content of the Platform or that impose limits on the use that may be made of the content of the Platform; or
 - 3.3.14. otherwise use the Services in contravention of any applicable law.
- 3.4. **Investigations and prosecutions.** Alias and the Organization will have the right to investigate and prosecute for any violation of the Terms of Use, to the fullest extent permitted by law.

4. ELECTRONIC COMMUNICATIONS

When you provide your contacts to Alias and the Agent in Charge, including your email address, through the Services, you expressly consent that Alias and the Agent in Charge keep your contacts in their databases or that they may use this information to communicate with you to (i) follow up regarding the report or (ii) for any other reason relating to the Services, the Platform or the safety of the Users.

5. YOUR ACCOUNT

- 5.1. **Creation of an account.** Depending on the type of report at issue, Alias will create a user account.

- 5.2. **Responsibility of your account.** You are fully responsible for ensuring and maintaining the confidentiality of your password and username. Furthermore, you are fully responsible for all activity taking place from your account. You agree to immediately notify Alias of any unauthorized activity arising from your account or any other security breach.
- 5.3. **Security of the account.** Alias has put in place appropriate security measures to protect the Services, however it cannot guarantee that unauthorized third parties will never be able to circumvent these security measures or that they will not illegally use information you have provided and permitting to identify you (“**Personal Information**”) and to be found on the Platform or in the databases of Alias or of the Agent in Charge. You acknowledge that you are providing your Personal Information at your own risk.
- 5.4. **Responsibility for misuse of the account.** Alias cannot be held responsible, directly or indirectly, for any loss or damage of any kind that you may incur as a result of the use by another person, with or without your consent, of your password or your username, or of your account. You may also be liable for losses incurred by Alias or a third party due to the use of your account, username or password by another person.
- 5.5. **Use of other accounts.** You are prohibited from using another person’s account at any time, except with the permission of the account holder as their authorized representative.

6. INTELLECTUAL PROPERTY

- 6.1. **Trademark.** All trademarks (including words, expressions and logos) used by Alias to distinguish, or in a way to distinguish, its own products or services from those of others, belong to Alias. Alias’ trademarks cannot be used, reproduced or imitated, in whole or in part, without the prior written authorization of Alias.
- 6.2. **Copyright.** All original works reproduced or published on the Platform or in the related documentation are protected by copyright. For each work, the copyright owner reserves all the rights attached to it. You acknowledge that it is a violation for any person to perform, without the consent of the copyright owner, any act that in virtue of the applicable laws, only the owner has the power to perform.
- 6.3. **Other rights.** The Platform, or any part thereof, may be protected by industrial designs or patents. Alias reserves all rights to the Platform which are not expressly granted. You agree not to use, copy or distribute any content of the Platform other than to the extent permitted.
- 6.4. **Feedback.** Alias is free to use, profit from, disclose, publish, keep secret or otherwise exploit any comment, suggestion or any other idea aimed at improving or modifying in any way the Services or any other product or service of Alias (“**Feedback**”), without compensation or attribution to the User or to any person at the origin of this Feedback.
- 6.5. **Documentation.** Alias will, from time to time, provide the User with documentation, online under “l’espace client”, or in any material form, describing the characteristics, operation and use of the Services (the “**Documentation**”). The User understands and accepts that he can reproduce and use the Documentation only as it is necessary to support his use of the Services.

7. CONFIDENTIAL INFORMATION

- 7.1. **Definition.** For the purposes of this article 7, “**Confidential Information**” means any important, non-public information, linked to the User, the Organization or to Alias, written

or oral, whether or not marked as confidential, including the content of any report made as part of the Services and any subsequent processing of this report.

- 7.2. **Provision of confidential information.** The User and Alias recognize that, in the context of the provision of the Services, the User or Alias (the “ **Disclosing Party** ”) may provide Confidential Information to the other party (the “ **Receiving Party** ”), in relation to the Services or the reports made therein, and Alias and the User agree that the Confidential Information thus supplied by the Disclosing Party will be kept secret in accordance with the provisions herein.
- 7.3. **Disclosure to the Agents in Charge.** The User understands and accepts that Alias transmits Confidential Information to the Agents in Charge so they can process the reports received.
- 7.4. **Authorized disclosure.** Notwithstanding the above, Confidential Information does not include information that, at the moment of the disclosure :
 - 7.4.1. is, or subsequently becomes, generally available to the public and known by the public otherwise than as a result of a disclosure by an act or omission, directly or indirectly, by the Receiving Party;
 - 7.4.2. is already known or in the possession of the Receiving Party, as established by documentary evidence, before being disclosed by or on behalf of the Disclosing Party;
 - 7.4.3. is, or subsequently becomes, available to the Receiving Party on a non-confidential basis from a source (other than the Disclosing Party or its Representatives), provided that the Receiving Party was not aware, at the time of disclosure, that this source was not prohibited by a legal, contractual or fiduciary obligation to disclose this information to the Receiving Party; or
 - 7.4.4. has been independently elaborated by the Receiving Party, as established by documentary evidence, without reference or use, in whole or in part, of the Confidential Information;being understood that the above exclusions do not apply to Confidential Information which is Personal Information.
- 7.5. **Limited purposes.** The Receiving Party may only use Confidential Information in connection with the Services or the resolution of reports made, if need be.
- 7.6. **Non-disclosure.** The Receiving Party may not disclose Confidential Information to a third party, except to the extent that such disclosure:
 - 7.6.1. Is permitted within these Terms of Use; or
 - 7.6.2. Is required by law or by a Court.
- 7.7. **Notice.** The Receiving Party must notify the Disclosing Party promptly and in a timely manner if the Receiving Party is required by law or by a Court order to disclose any Confidential Information or is aware of any unauthorized disclosure of Confidential Information. The User understands and accepts that Alias does not hold the information enabling to contact the User and, therefore, that it will only communicate through the Platform.

8. **CONFIDENTIAL INFORMATION DISCLOSURE**

- 8.1. **Not an emergency service.** The User understands and accepts that the Services do not constitute an emergency service or a 911 emergency hotline, and must not be used to report events presenting an immediate threat to life. For immediate assistance, you must contact the local emergency services.
- 8.2. **Forced disclosure.** The User understands and accepts that certain behaviors, speeches or written communications may require that Alias or the Agent in Charge find themselves in a position where they are forced to disclose certain Personal Information or other Confidential Information to a third party without the consent of the User. In order to comply with both the professional ethical obligations of Alias and the Agent in Charge, as well as public safety, Alias or the Agent in Charge may decide to disclose Personal Information or other information that would otherwise be kept confidential, in order to prevent an act of violence, including suicide, when Alias or the Agent in Charge have reasonable grounds to believe that there is a serious risk of death or of Serious Bodily Injury (as defined herein) that threatens an identifiable person or group of people and when the nature of the risk creates a sense of urgency.
- 8.3. **Serious Bodily Injury.** For the purposes of this present article “ **Serious Bodily Injury** ” means any physical or psychological injury which seriously affects the physical integrity or the health or well-being of a person or an identifiable group of people.
- 8.4. **Person concerned.** Alias or the Agent in Charge will have the discretion to disclose such Personal Information or other Confidential Information to the person at risk or their representative, and to those who can assist them, including a peace officer. In such a case, Alias and / or the Agent in Charge undertake to communicate only the information necessary to prevent such acts of violence.
- 8.5. **Registration on file.** Each time that Alias or the Agent in Charge communicate Personal Information or other Confidential Information to a third party without the User’s consent in accordance with the provision of this article 8, they will register in the section reserved for the administration of the file associated with the report, for each communication, the date and time of the communication, the identity of the person exposed to the danger, that of the person to whom the communication was made, the act of violence that was intended to be prevented, the danger identified, its imminence and finally the information communicated.

9. **HYPERLINK**

The Platform may contain hyperlinks to external websites, which make you leave the Platform (the “ **External Sites** ”). You acknowledge and agree that Alias is not responsible for the availability of these External Sites or the accuracy of the Content, products or services available on these External Sites. Hyperlinks to External Sites do not imply any approbation or endorsement by Alias of these External Sites. You acknowledge that you assume all risks arising from your use of the External Sites. By using the Platform, you expressly release Alias from any responsibility arising from your use of any External Site.

10. **ABSENCE OF GUARANTEE**

The Services are provided to you «as is», without any warranty. To the fullest extent permitted by applicable law, Alias disclaims all warranties, express or implied, including warranties as to non-violation, accuracy, absence of error or accuracy of content. Alias

can update the Platform without prior notice to Users. Although Alias does everything in its power to ensure that the information presented in the documentation or on the Platform is complete and accurate, Alias cannot guarantee that such information is free from error, omission and inaccuracy.

11. LIMITATION OF LIABILITY

You acknowledge and agree that you assume all risk arising from your access to or use of the Services, whether such use is lawful or unlawful. To the fullest extent permitted by applicable law, Alias, its affiliates, administrators, employees, agents, licensors or successors and entitled beneficiary, cannot under any circumstances be held liable for damages of any kind, including in particular loss of use, loss of profits, damage to reputation, or loss of data, whether in a contractual procedure or tort, or otherwise, arising directly or indirectly from the use or performance of the Services, including any damage caused by or resulting from the trust of a User on any information obtained through the Services, or resulting from an error, omission, interruption, deletion of file or emails, defects, viruses, delays in the operation or transmission or any failure in execution. The User understands and accepts that the reports made are processed by the Agents in Charge and not by Alias, and that the latter is in no way responsible for, and has no control over, the Agent in Charge and the resolution of the report.

12. INDEMNISATION

By using the Services, you agree to defend, compensate and clear Alias, its subsidiaries and related companies, as well as their respective officers, agents, administrators, employees, licensors and entitled beneficiary, from any claim, demand, damage, obligation, loss, liability, cost, debt, expense (including fees and legal disbursements) and amount paid for a settlement arising from or related to your use of the Services, or of your violation of the terms of use or rights of third parties. Alias may assume defense and exclusive control over any matter for which you have agreed to compensate Alias and you agree to assist and cooperate with Alias in the defense or resolution of any legal dispute.

13. TERMINATION

- 13.1. **Termination by Alias.** Alias may terminate or suspend your access or use of the Services immediately, without notice and without incurring liability, for any reason whatsoever, including violation of this agreement.
- 13.2. **Effect of termination.** Upon termination of your access or your right to use the Platform, your right to use or access the platform will immediately cease.
- 13.3. **Subsistence of provisions.** The provisions of this agreement which, by their nature, should survive the termination of this agreement, will survive this termination, including the provisions relating to intellectual property, absence of warranty, limitation of liability and compensation. The termination of your access and use of the Services does not release you from the obligations prior to termination and does not limit the liability you may have towards Alias or a third party.

14. LITIGATION AND APPLICABLE LAW

- 14.1. **Class action.** Except in circumstances where applicable laws prohibit restrictions on a party's right to bring a class action, all claims must be brought by the parties in their own

name, not as the plaintiff or member of the party of a class action, in any action by representation or in a class action and, unless the parties decide otherwise, a Court may not join the claims of more than one person.

- 14.2. **Applicable laws.** These conditions of use are governed by and interpreted in accordance with the laws in force in the province of Quebec, without regard to the rules applicable in the event of a conflict of laws. Your conduct may also be subject to other local, national or state laws.

15. **GENERAL**

- 15.1. **Entire agreement.** These Terms of Use and the Privacy Policy replace any previous agreement relating to the Services between you, the Organization and Alias and constitute the entire agreement between you, the Organization and Alias.
- 15.2. **Cession.** You may not assign or transfer these Terms of Use and the Privacy Policy or any other related right or obligation.
- 15.3. **Waiver.** Alias' negligence or delay in exercising a right, remedy, power or privilege in accordance with the Terms of Use does not constitute a waiver of these rights, remedies, powers or privileges. To be valid, a waiver must be made in writing and must be signed by Alias. A written waiver of default cannot be construed as a waiver of any other default or similar default that may occur in the future.
- 15.4. **Invalidity or unenforceability.** Even if one or more provisions of this agreement or of the Privacy Policy are declared invalid or inapplicable by a competent Court, this invalidity or inapplicability will not affect the validity or the applicability of the other provisions of this agreement or the Privacy Policy; this agreement or the Privacy Policy will then be interpreted as if the invalid or unenforceable provision had never been part of this agreement or the Privacy Policy.

16. **CONTACT US**

- 16.1. Alias appreciate your comments and questions, which can be sent to infoalias@alias-solution.com.