

# Terms and conditions of use

Welcome to "www.awdpsolutions.ca" run by **AWDP Solutions.ca** from its offices located in the province of Quebec, in Canada.

The use of the Site is governed by the terms and conditions set out below. You must read and accept them before accessing the Site. If you enter the Site, you acknowledge that you have read them, understand them, and are obliged to respect them. The Owner reserves the right to modify them without notice. Any modifications made to these terms and conditions will be enforceable once they have been published on the Site.

## 1. DEFINITIONS

For the purpose of this contract, the following words, expressions and terms, whether they are, depending on the case, used in the singular, the plural, at the present or future tense, mean, unless the context requires otherwise, the following:

**Element:** includes all the means of communication and a combination of these and without limiting the generality of the foregoing, the texts, articles, statements, declarations, photographs, illustrations, images, graphics, music, songs, videos and video equipment;

**Owner:** means **AWDP Solutions.ca**;

**Subject matter of Copyright:** includes all architectural, artistic, choreographic, cinematographic, dramatic, literary and musical works within the meaning of the Copyright Act (S.R., c.30);

**Site:** www. awdpsolutions.ca and pdplusplus.ca

**User:** the person who accesses the Site.

## 2. TERMS OF USE

2.1 The User who resides in a territory where the local legislation prohibits the access to the Site or the content of the latter must comply with it. Failure to submit thereto means he/she is subject to punishments, penalties and fines under the law of this territory.

2.2 The User who chooses to browse on the Site undertakes to respect and comply with all applicable laws in the territory of the province of Quebec, and, without limiting the generality of the foregoing, to comply with the Copyright Act and not to violate the Criminal Code. He/she further recognizes that only the courts of the province of Quebec are competent to hear and decide any dispute arising from the use of the Site.

2.3 The User acknowledges that he/she may not copy, reproduce, distribute, translate, download, display or transmit in any way a Subject matter of copyright without having previously obtained the written permission of the owner of this right.

2.4 The User acknowledges that all elements accessible to the public that he/she transmits and which are consistent with the terms and conditions herein become the entire and exclusive property of the Owner. This one will be the sole owner of all intellectual property rights of these Elements. For this reason, he/she will be able to use, reproduce, display, compile and distribute them, and this, whatever the format, the media and the technology used.

## 3. TRADEMARKS

3.1 The logos and icons identifying the services of the Owner mentioned on the Site or elsewhere are registered trademarks of the latter. All other products, brands or corporate names mentioned here or on other Internet sites are trademarks belonging to their owners. It is strictly forbidden to the User to use a trademark without having previously obtained from the owner a written authorization.

#### **4. LINKS TO OTHER SITES**

4.1 If the Site of the Owner contains links to other sites which are operated by other companies, by clicking on these links, the User leaves the site of the Owner. The latter has no control over the operation of these sites and their inclusion in his/her Site will not incur any liability.

4.2 The Owner wishes to notify the User that all information or personal information that he/she transmits through these sites are governed by the policies of these companies. It is therefore recommended to the User to take cognizance of these policies before dispatching anything.

#### **5. ONLINE TRANSACTIONS**

5.1 Any purchase or transaction through the Internet network or the Site requires the User to provide personal information, the number of his/her credit card or other payment information. The User guarantees that any information provided to a merchant or other supplier through the Site will be accurate and complete. He/she agrees to pay all the costs that he/will have committed to the price in force at the time they were committed. He/she will also be required to pay, if applicable, all taxes applicable to his/her purchases made through the Site.

5.2 The Owner assumes no responsibility for personal information transmitted on the Internet network or for the costs incurred by the User for such purchases or transactions via the use of the Site.

#### **6. PERSONAL INFORMATION**

6.1 All personal information that you send directly to the Owner through the Site is governed by the Owner's Privacy Code. To learn more, see the Privacy section.

#### **7. SECURITY MEASURES**

7.1 The Operator has established state-of-the-art security measures on his/her site in order to protect the User against the loss or unauthorized use of information about him/her. The servers of the Owner are protected by firewall technology. However, no security mechanism is perfect and the User must be advised that there is a risk that the personal information he/she transmits be disclosed without any fault of the Owner.

7.2 The User recognizes that the Owner can neither ensure nor guarantee the security and the confidentiality of the information circulating on the Internet. This is why he/she declares that he/she assumes all responsibility to take the necessary security measures to protect the data that he/she chooses to send on the site, in particular as regards to the MATERIAL LOSS RESULTING FROM A COMPUTER VIRUS, THE CONTENT, THE USE, THE VALIDITY OR THE QUALITY OF THE SERVICES PROVIDED THROUGH THE SITE OR THE INTERNET NETWORK, THE LOSS OR DESTRUCTION OF DATA BY INTRUSION OR OTHERWISE OR EVEN THE UNAUTHORIZED INTERCEPTION OF COMMUNICATIONS.

7.3 The User declares that he/she expressly waives any request, claim, or prosecution against the Owner, which could arise from the use of the Site.

#### **8. WARRANTIES AND RESPONSIBILITIES**

8.1 The Owner assumes no responsibility for the accuracy or validity of all Elements which are reproduced or shown on his/her Site. These Elements are provided without any warranty. The Owner must not therefore, in any case, be held responsible for damages of any kind related to the use or the application of the Elements available on the Internet or on his/her Site.

8.2 The Owner assumes no responsibility with respect to the use of the Internet service or the Site that would violate the Copyright Act or the Criminal Code and other applicable laws. Furthermore, the User undertakes to keep the Owner free of any demand, claim or action relating to this Article.

Terms and conditions of use of the Site.

8.3 The Owner does not guarantee uninterrupted operation of the Internet service or Site and he/she assumes no liability toward the User resulting from omissions, interruptions, delays, errors in transmission, defects of transmission, loss of data, defects of equipment or of any other defect of the Internet service or Site. Should such an event arise, the User indemnifies the Owner of any demand, claim for damages and direct, indirect and special damages arising out of the use of the Internet service or the Site.

## **9. COOKIES**

9.1 The cookie is a very small text file, which is downloaded to your hard drive from certain Web pages of the Site. Cookies are harmless because they cannot extract information from your hard drive over which you have full control. The Owner uses cookies, in particular, in order to establish figures for traffic on the Site, to transmit information that will prove very helpful to his/her marketing department, and to personalize the use that you make of the Site. This technology does not systematically make available to the Owner personal information concerning you. At all times, it is possible for you to no longer be subject to cookies by modifying the configuration of your computer.

## **10. AMENDMENT**

10.1 The Owner reserves the right to modify, without notice, the terms and conditions of this Agreement. These modifications are opposable to the User as soon as they are published on the Site. The User declares that he/she undertakes to comply with them.

## **11. WARNING**

11.1 The User who now decides to access the site of the Owner acknowledges that he has taken cognizance of all the terms and conditions mentioned above, understands them, accepts them, and undertakes to respect them in their entirety.

For more information concerning the Site, please contact us at the following e-mail address [info@awdpsolutions.ca](mailto:info@awdpsolutions.ca) .