

Terms of Use

Latest update: September 2023

1.Introduction

By consulting the website, you accept these terms of use (the “Terms”), which Terms may be amended from time to time by GESTION DAOUD without prior notice. If you do not accept these Terms, please immediately stop using our website.

2.Intellectual Property

a.Copyright

GESTION DAOUD owns the copyright in and to the website, and no part of the website, including, without limitation, the written, audio or video content, the information, the text or the images, shall be used, in any manner or for any purpose whatsoever, without the prior written permission of GESTION DAOUD. Without waiving its copyright, GESTION DAOUD grants you a limited license, without the right to grant sub-licenses, allowing you to display on your computer, download, print and use a copy of the documents contained on the website, the whole solely for personal and non-commercial purposes, provided you do not modify the content and provided you include the copyright notice with each copy of the content. You are entirely responsible for any unauthorized use and/or exploitation of the website, by you or by a third party on your behalf.

b. Trademarks

Certain names, graphics, logos, icons, drawings, words, titles or phrases contained on this website may constitute trade names, trademarks or service marks belonging to GESTION DAOUD or other entities.

The display of trademarks on the website pages does not mean that a license of any type whatsoever has been granted, except as specifically stated in these Terms. Any downloading, retransmission, copying, modification or unauthorized use of the trademarks is strictly forbidden.

3. Limitation of Liability

a. Links to Other Websites

The website contains images of third party websites and links to those websites. Those websites are not under the control of GESTION DAOUD and we are not responsible for their content. GESTION DAOUD provides these links solely for your convenience and the inclusion of a link does not mean that GESTION DAOUD approves its content. GESTION DAOUD will not be held liable for any damages suffered as a result of the use of these websites.

b. Website Content

The content of the website is considered to be reliable at the time of publication, but there can be no guarantee that it is accurate, complete or up-to-date at the time of your visit. Without limiting the generality of the foregoing, notwithstanding all efforts made by GESTION DAOUD, the content may contain inaccuracies, typographical errors or other defects. The content of the website may be modified or removed at any time without prior notice.

The services presented on the website are subject to the terms and conditions of the professional services agreements in effect at the time they are offered. The services may be modified or withdrawn at any time without prior notice. The content of the website does not constitute an offer of services or a solicitation from GESTION DAOUD.

c. Disclaimer of Warranty

GESTION DAOUD offers the website as and where it is accessible and does not expressly or implicitly provide any warranty, representation or provision whatsoever regarding the website, including but not limited to warranties of merchantability, functionality, non-infringement, usefulness, completeness, accuracy, timeliness, reliability or fitness for a particular purpose. In addition, GESTION DAOUD cannot guarantee that the website will be accessible at all times and will be able to meet your needs, that access thereto will not be interrupted, that there will be no delays, failures, defects, incompatibilities, errors, omissions or losses in the transmission of information, that no virus or other harmful or destructive code will be transmitted or that no damage will be caused to your computer system. GESTION DAOUD also reserves the right to carry out maintenance on the website at any time. You are solely responsible for the adequate protection and backup of your data and equipment as well as for taking reasonable and appropriate precautions to detect computer viruses or other destructive code.

GESTION DAOUD will not be held liable towards you or anyone whomsoever for any damage whatsoever, whatever the cause, resulting from or related to the website or

its content, your access to or use of the website, your inability to access or use the website, any measure taken or decision made by you in reliance on the content of the website, any website error or omission or any unauthorized use or reproduction of the website, even if GESTION DAOUD was informed of the possibility of such damage.

d. Advice

The website content is provided to you solely for informational purposes and is not intended to give you specific financial, tax, legal, accounting or other advice, and you should not rely on it in this regard nor act on the basis of said content without seeking the opinion of a professional.

4. Personal Information

You understand and agree that GESTION DAOUD may collect, use or otherwise share personal information (name, user name, e-mail, telephone number, etc.) that was transmitted during access to or use of the website (the “Personal Information”). GESTION DAOUD agrees to handle the Personal Information relating to access to or use of the website in strict compliance with the following provisions and in accordance with applicable laws and regulations, including the Act respecting the protection of personal information in the private sector (Québec) and the Personal Information Protection and Electronic Documents Act (Canada).

a. Collection of Personal Information

As a visitor, you do not have to provide Personal Information to use the website. GESTION DAOUD may collect your Personal Information, particularly when you register, as well as any other Personal information contained in the documents you voluntarily share.

You always have the right not to share Personal information via the website.

b. Use and Communication of Personal Information

GESTION DAOUD uses Personal information for the following purposes:

- Manage and improve the website;
- Contact you for your feedback on the services provided or for market studies or other research; and
- Provide information about new products or services or any other information liable to be of interest to you.

Other uses could also be added with your consent or when permitted or required by law.

c. Third Parties

We may share your Personal Information with other members of GESTION DAOUD and with other third parties in order to respond to your requests or questions or for any other purposes mentioned hereinabove.

These disclosures may include the transfer of Personal Information to countries or regions where the rules regarding the protection of personal information differ from those of your country of residence.

By providing Personal Information via this website, you consent to the above-mentioned disclosures.

d. Access To and Correction of Personal Information

You may consult the Personal Information held by GESTION DAOUD, upon written request and subject to proof of identity, and ask that corrections be made, if applicable, as required or permitted by law.

However, to ensure that the Personal Information we have is accurate and up-to-date, GESTION DAOUD encourages you to notify us as soon as possible of any change in Personal Information.

Access to or correction of Personal Information may be requested by e-mail at the following address: info@Gestiondaoud.com

5. Cookies

We may automatically collect generic information to help GESTION DAOUD better understand the source of traffic on the website, make the website more user friendly and improve the quality and usefulness of the website. Generic information does not disclose the user's identity; it consists of the Internet address associated with the user's computer or the number and frequency of visits. For this purpose, GESTION DAOUD uses cookies that are saved on your computer. If you do not wish to accept these cookies, you can adjust your web browser to notify you when you receive a cookie; you will then be able to decide whether to accept or decline the cookie. When you decline a cookie, certain website functions may not be accessible.

6. Security of Electronic Communications

Just like communications established by other means (cellular telephone, regular mail, social media pages), unprotected electronic communications on the Internet are neither secure nor confidential and may be intercepted, lost or altered. GESTION DAOUD will not be liable towards you or anyone for damage caused during the transmission of an e-mail, text message, comment, publication or other electronic message you send GESTION DAOUD or GESTION DAOUD sends you. You consent to GESTION DAOUD monitoring the access to the website and agree that GESTION DAOUD may intervene in this regard, especially to suspend access to the website when GESTION DAOUD considers it appropriate to do so.

7. Governing Law

The website shall be governed by the applicable laws of Canada and the province of Québec and shall be interpreted in accordance with those laws, irrespective of the rules of conflict of laws. Every dispute, disagreement or claim regarding the use of the website shall fall within the jurisdiction of the courts of Québec, judicial district of Montreal, and you hereby agree to attorn to the exclusive jurisdiction of the courts of Québec, judicial district of Montreal.

If a provision of these Terms is declared or becomes wholly or partially invalid, unlawful or unenforceable, the provision shall continue to be in effect to the extent it is valid, lawful and enforceable, and the legality, validity and enforceability of the other provisions shall not be affected or altered under any circumstances