

Avancie's terms and conditions for the use of its websites

Effective date: September 22, 2023.

Update: January 5, 2024

Please read these terms of use carefully before using Avancie websites. They contain important information about your rights and obligations, as well as limitations and exclusions that may apply to you. These terms of use contain a dispute resolution clause.

1. Content of these terms and conditions

These terms of use tell you how to use the Avancie websites whose homepages can be found at the following URLs:

- <https://www.avancie.com>
- <https://site.todoc.ca>
- <https://site.docurium.ca>
- <https://client.baromaitre.com>

Activate the links below to go directly to details about the subjects listed:

- Who is Avancie and how can I contact Avancie?
- By using an Avancie site, you agree to these terms and conditions.
- Other conditions may apply to you
- Avancie may modify these conditions at any time.
- Avancie may make changes to its sites at any time.
- Avancie may suspend or withdraw its sites
- You must protect your account access data
- How can you use the content on Avancie sites?
- No Web harvesting or text/data mining
- General information only, no advice or opinions
- Avancie is not responsible for the websites to which Avancie establishes links.
- User-generated content is not approved by Avancie
- How can I complain or report content?
- Avancie's liability for injury or loss suffered by you
- How may Avancie use personal information under its control?
- Downloading content from an Avancie site
- Rights you give Avancie to use the content you upload
- Avancie is not responsible for viruses and you must not introduce them.
- Rules concerning links to an Avancie site
- Avancie may assign its rights and obligations
- Applicable law and settlement of disputes
- Avancie has trademark rights

2. Who is Avancie and how can I contact Avancie?

Avancie Inc (“**Avancie**”) is an corporation registered in Quebec under number NEQ1165131302 and domiciled in the Canadian province of Quebec, whose business activities include, among others, being a provider of software-as-a-service for the digital processing of enterprise data for a variety of customers, including legal and accounting professionals.

The websites to which the URLs listed in section 1 lead are websites carried on by Avancie through which services and data stored in the form of web pages can be accessed.

To contact Avancie, please send an e-mail to sac@avancie.com.

3. By using an Avancie site, you agree to these terms and conditions

By using any of the Avancie sites, you signify your acceptance of these terms of use and your agreement to abide by them. These terms of use establish a binding agreement between you and Avancie that governs your access to and use of the sites.

If you do not accept these conditions, you must not use an Avancie site.

4. Other conditions may apply to you

These terms of use for Avancie websites refer to the following additional terms, which also apply to your use of these sites:

- **Avancie Privacy Policy**
- **Statement of policies and practices concerning personal information under Avancie's control.** See "How Avancie may use personal information under its control" below.
- **Avancie's Acceptable Use Policy for its web sites**, which sets forth the permitted and prohibited uses of our sites. When you use an Avancie site, you must comply with this Acceptable Use Policy.
- **Avancie's Cookie Policy**, which contains information about cookies on our sites.

If Avancie provides services or grants a license as a provider of services or licensor, as the case may be, to you as a client or licensee, Avancie's General Terms and Conditions for Services and Licenses [INSERT LINK TO GENERAL TERMS AND CONDITIONS FOR SERVICES AND LICENSES] will apply and additional terms specific to each service provided or license granted or others specific to you may also apply.

5. Avancie may modify these conditions at any time.

Avancie reserves the right, at its sole discretion, to revise and update these Terms from time to time. All such revisions shall be effective immediately upon posting and shall apply to all access to and continued use of the Avancie sites. Once you wish to use an Avancie site, please review these terms to ensure that you understand the terms that apply at that time.

6. Avancie may make changes to its sites at any time.

Avancie may update and modify its sites from time to time to reflect changes in its services, user needs and business priorities. The information and content on Avancie's sites may be modified, withdrawn or deleted at any time, at Avancie's sole discretion and without notice.

7. Avancie may suspend or withdraw its sites

Avancie does not warrant that its sites will always be available or uninterrupted. Avancie may suspend, withdraw or restrict the availability of all or part of any of its sites for business or operational reasons. Avancie will use reasonable efforts to notify you within a reasonable time of any such suspension or removal. Avancie will not be liable if, for any reason, all or part of the site is unavailable to users or unavailable at any time or for any period.

You are also responsible for ensuring that any person accessing any of its websites through your Internet connection is aware of these terms of use and any other applicable terms, and that they comply with them.

8. You must protect your account access data

If you choose, or are provided with, an identifier, authenticator (password) or other log-in credentials as part of Avancie's security procedures, you must ~~process~~ such information in a confidential manner and refrain from disclosing it to any third person.

Avancie has the right at any time to disable any identifier or authenticator, whether chosen by you or assigned by Avancie, if Avancie reasonably believes that you have failed to comply with any provision of these Website Terms of Use.

If you know or suspect that someone other than you knows an authenticator linked to your account, you must inform Avancie directly in writing as soon as possible.

9. How can you use the content on Avancie sites?

Avancie is the owner or licensee of all Intellectual Property Rights in its sites and the content published therein. The works they contain are protected by copyright laws and treaties worldwide. All these rights are reserved.

Subject to different provisions for specific content or as determined by an Avancie client authorized by Avancie to grant you access to restricted areas of an Avancie site, you may print one copy and download extracts from any page of an Avancie site for your own lawful personal or business use and you may draw the attention of any persons within your organization to content posted on an Avancie site.

You must not modify the paper or digital copies of the documents you have printed or downloaded in any way, and you must not use illustrations, photographs, video or audio sequences or graphics separately from the accompanying text.

Avancie's status as the copyright owner of its sites' content must always be recognized, except in the case of user-generated content.

You may not use for commercial purposes any of the content of our sites for which Avancie owns the copyright without obtaining permission to do so from Avancie or Avancie's licensor concerned, if any.

If you print, copy, download, share or repost any portion of an Avancie site in violation of these Terms of Use, your right to use such site will terminate immediately and you must, at Avancie's option, surrender or destroy any copies you have made of such content.

10. No Web harvesting or text/data mining

You shall not perform, facilitate, authorize or permit any harvesting of any Avancie site or any text or data mining in connection with any Avancie site or any service provided by Avancie through any of its sites or in connection with any such service. This includes the use of (or permission, authorization or attempt to use):

- any robot or other automated device, program, tool, algorithm, code, process or methodology that allows you to access, obtain, copy, monitor or republish any portion of an Avancie site or any data, content, information or services accessible through it; or
- any automated analytical technique designed to assess text and data in digital form in order to generate information that includes, but is not limited to, patterns, trends and correlations.

The provisions of this clause are to be considered as an express reservation of Avancie's rights in this respect.

The present clause is inapplicable in a case where, if applicable, Avancie would not be able to exclude or limit by contract the harvesting activities of an Avancie site or text or data mining by virtue of a law to which Avancie is subject.

11. General information only, no advice or opinions

The publicly available content on Avancie sites is provided for general information purposes only. It is not advice on which you can rely. You should seek professional or specialist advice before taking or refraining from taking any action based on publicly available content on an Avancie site.

While Avancie uses reasonable efforts to update the information on its sites, Avancie makes no representation or warranty, express or implied, that the content of its sites is accurate, complete or current.

12. Avancie is not responsible for the websites to which Avancie establishes links

Where our sites contain links to other sites and resources provided by third persons, these links are provided for information purposes only. These links should not be construed as an endorsement by Avancie of these other sites or the information you may obtain from them. Avancie has no control over the content of these other sites or resources.

13. User-generated content is not approved by Avancie

Avancie sites may include information and content uploaded by other users of Avancie sites, including on social media pages, video sharing sites, bulletin boards and chat rooms. This information and content has not been verified or approved by Avancie. Opinions expressed by other users on an Avancie site do not represent opinions or values of Avancie.

14. How can I complain or report content?

If you wish to complain about any content on an Avancie site, please contact Avancie via the contact information provided on the "Contact Us" page.

15. Liability in the event of injury or loss suffered by you

- Avancie does not exclude or limit in any way its liability to you where it would be contrary to public order or otherwise unlawful to do so. This includes liability for bodily or moral injury caused to others, or for material damage caused to others by intentional or gross negligence.
- Avancie disclaims all representations, warranties and covenants with respect to its sites or their content.
- Avancie shall not be liable to you for any injury or loss suffered by you as a result of any breach by Avancie of any duty owed to you, whether arising in contract, tort, statute, regulation or otherwise, even if such injury or loss is a direct and proximate result of the breach, in connection with:
 - the use of, or the inability to use, any Avancie site; or
 - the use of, or reliance on, any content posted on an Avancie site.
- In particular, Avancie is not responsible for:
 - loss of profits, sales, business or revenue;
 - business interruption;
 - the loss of anticipated savings;
 - loss of business opportunities, goodwill or reputation; or
 - any injury or loss that is not the immediate and direct result of a breach by Avancie.

16. Different limitations and exclusions of liability will apply to liability arising out of the provision of any service being provided by Avancie to or licensed by Avancie to any of its clients, which will be set out in Avancie's General Terms and Conditions for Services and Licenses.

17. How may Avancie use personal information under its control?

Avancie will only use personal information under its control in the manner set out in its Statement of Policies and Practices on Personal Information under Avancie's Control.

17. Upload content to Avancie's sites

When a visitor or user of an Avancie site chooses to upload, submit, publish or otherwise make available content on a publicly accessible portion of the site or an area requiring registration or authenticated login, you must comply with the standards set forth in Avancie's Web Site Acceptable Use Policy regarding acceptable uses (subject to exceptions, if any, in Avancie's General Terms and Conditions for Services and Licenses or in the additional terms specific to each service provided or license granted) and any applicable laws or regulations.

18. Consent to Avancie concerning the content you upload

When you upload content to an Avancie site, you thereby consent to the uploading of that content to that site in your own name or, as the case may be, in the name and on behalf of the owner of any rights applicable to that content (including any intellectual property rights or rights of publicity) that you represent.

This consent gives Avancie the right to perform and authorize the performance, only for the processing of the content in accordance with the purposes for which you uploaded this

content, any act that in the absence of license or other form of permission, only the owner of these rights would have the right to do or authorize, without Avancie acquiring any ownership rights in such content or, in the case of a trademark of another, Avancie itself using such trademark to distinguish or so as to distinguish its goods or services from those of others.

19. Avancie is not responsible for viruses and you must not introduce them

Avancie adopts and implements appropriate technical, organizational and material measures in accordance with custom and best practice for the protection of its websites. Avancie regularly monitors and assesses the effectiveness of these measures and implements updates or improvements where necessary. However, Avancie does not guarantee the infallibility or invulnerability of its sites or that they are free of errors or computer viruses.

You are responsible for configuring your computer systems to access Avancie sites. You must use your own virus protection software.

You must not misuse our sites by knowingly introducing malicious or technologically harmful software. You must not attempt to gain unauthorised access to our sites, the server on which our sites are hosted or any server, computer or database connected to our sites. You must not attack our sites by means of a denial-of-service attack or a distributed denial-of-service attack. Avancie may report any such breach to the relevant law enforcement authorities and cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our sites will cease immediately.

20. Rules concerning links to an Avancie site

If you link to an Avancie site, you agree to link only to the Avancie home page and to do so in a manner that does not damage Avancie's reputation or establish unfair competition or is otherwise unfair or unlawful.

The website to which you link must comply in all respects with the content standards set forth in Avancie's Acceptable Use Policy for its websites.

If you wish to link to content on an Avancie site in a manner other than that described above, please contact croissanceclient@avancie.com

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on the part of Avancie where none exists.

You must not establish a link to an Avancie site on a Web site that does not belong to you.

You may not nest an Avancie site within another site, and you may not link to any part of an Avancie site other than its home page.

Avancie reserves the right to prohibit the creation of links to any of its sites without prior notice.

21. Avancie may assign its rights and obligations

Upon timely notice to that effect, Avancie may effect a complete assignment of its rights and obligations under these terms and conditions to any assignee by transferring them in full to Avancie.

22. Applicable law and settlement of disputes

Applicable law

Any contract between Avancie and a counterparty of which these Terms of Use form a part shall be governed by, construed and enforced in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein, without giving effect to any choice or conflict of law provisions.

Dispute resolution

Mediation: Any disagreement or dispute relating to such contract or arising from its interpretation or application shall be submitted to mediation in accordance with [articles](#)

[605 to 619 of the Code of Civil Procedure](#) (CQLR c C-25.01) in force in the Canadian province of Quebec at the time of such disagreement or dispute (the "CPC"). To this end, the parties agree to participate in at least one mediation meeting by delegating a person with decision-making authority; the mediator will be chosen by the parties.

Arbitration. If no agreement is reached within 60 days of the appointment of the mediator, the dispute will be finally settled by arbitration in accordance with [articles 620 to 655 of the CPC](#), to the exclusion of the courts. The parties may at any time agree to a longer period before submitting the dispute to arbitration. Unless the parties agree otherwise in a subsequent arbitration agreement, the arbitration will be conducted under the aegis of a sole arbitrator. The arbitrator's decision will be final, binding and without appeal, and will be binding on the parties.

Separate agreement. The parties acknowledge and agree that the foregoing clause is an arbitration agreement within the meaning of [article 2638 of the Civil Code of Quebec](#) (CQLR c CCQ-1991) and, as such, is considered a separate agreement from the other clauses of the contract and that if the arbitrator concludes that the contract is null and void, the arbitration agreement is not rendered null and void.

23. **Avancie has trademark rights from commerce**

AVANCIE™, BAROMAITRE™, DOCURIUM® , TODOC® , VOTRECOURRIEL™, VOTREFAX™, VOTRETRANSFERT™, and VOTREVOUTE.COM® are trademarks of Avancie Inc. PARA-MAITRE® is a trademark of *Fiducie informatique des services notariaux*, used under license. You may not use them without a license from Avancie, nor may you display or reproduce them, except in accordance with "*How may you use content on Avancie sites?*"