

# Terms of Service Agreement for Solutions de Repérage Emili Inc.

Effective Date: 2023-11-30

## 1. Acceptance of Terms

By accessing and using the services provided by Solutions de Repérage Emili Inc. (referred to as "Emili"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, please do not use Emili's services.

## 2. Use of Services

- Emili allows users to create accounts, upload content, purchase goods or services, and use our platform from desktop or mobile devices.
- Users agree to provide accurate and complete information when creating an account and to keep this information updated.

## 3. Content

- Users retain all rights to the content uploaded but grant Emili a non-exclusive, royalty-free license to use such content in connection with the services.
- Users confirm they own or have necessary rights to the content uploaded and that it does not infringe any third party's rights.

## 4. Data Collection and Sharing

- All data collected by our site will be shared with client cities, shelters, their third-party contractors, and our approved partners. This sharing is crucial for the effective functioning of the platform and service delivery.
- Data collection, sharing, and processing comply with Canadian law C-23, Quebec's personal data protection law, Quebec's Loi 25, and other applicable legislation.

## 5. Reference to Existing Policies

- This agreement is in compliance with and references our updated Privacy Policy, Security Policy, Data Erasure Policy, and Personal Information and Security Policy.

## 6. Purchases

- When purchasing goods or services from Emili, users agree to ensure full payment, including applicable taxes and fees.

## 7. Privacy

- Emili respects the privacy of its users. The collection, use, and sharing of personal information are governed by Emili's Privacy Policy.

## 8. Security

- Emili is committed to ensuring the security of user data as outlined in our Security Policy.

## 9. Data Erasure

- In accordance with our Data Erasure Policy, Emili will securely erase user data when it is no longer needed or upon user request.

## 10. Limitation of Liability

- Emili shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with the use of its services.

## 11. Governing Law

- These Terms shall be governed by the laws of Quebec, Canada. Any legal actions or proceedings related to this agreement will be exclusively subject to the jurisdiction of the courts of Quebec, Canada.

## 12. Modifications to Terms

- Emili reserves the right to modify these Terms at any time. Users are advised to review these Terms periodically for any changes.

## 13. Contact Information

- For any questions or concerns regarding these Terms, please contact Emili at [support@emili.net](mailto:support@emili.net).