

Policy on Use of ÉRUDIT's Services

PURPOSE AND SCOPE

The purpose of this Policy is to establish the conditions for use of the ÉRUDIT platform and the services offered on it.

The purpose of this Policy is also to ensure appropriate use of the services offered by ÉRUDIT at www.erudit.org and individual and collective behaviour that complies with the requirements of the ÉRUDIT Consortium, its partners, subscribers, publishers and other rights holders, and applicable legislation.

This Policy applies to all users to whom an access code and password have been assigned by a duly authorized representative of the Licensee (hereinafter "Authorized User"), and to any other person who uses the ÉRUDIT platform.

PERMITTED AND PROHIBITED USES

The ÉRUDIT Consortium and its partners allow Authorized Users to access the ÉRUDIT platform, consult the content found there and use the services offered there for personal, non-commercial purposes only, and not for the benefit of another person or body, subject to the following:

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Users are asked to submit requests in writing to erudit@umontreal.ca.

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For further information, please write to erudit@umontreal.ca.

CONFIDENTIALITY

The ÉRUDIT Consortium and its partners respect and protect the confidentiality of users who visit the ÉRUDIT platform. In the course of delivering ÉRUDIT's services, the ÉRUDIT Consortium and its partners are required to manage the collection, use and transmission of some personal information in compliance with the *Act respecting access to documents held by public bodies and the protection of personal information* and the *Act respecting the protection of personal information in the private sector*.

Under this Policy, the term "personal information" refers to any information concerning an identified user or a user whose identity can be established based on the information. This Policy does not target data that cannot be used to establish a user's identity.

In some circumstances, personal information can be gathered, used and conveyed without the user's knowledge or consent. These exceptions include, but are not limited to, personal information gathered for legal, medical or security purposes, for the detection and prevention of fraud, and for law enforcement.

Aside from such exceptional cases, the ÉRUDIT Consortium and its partners undertake to ensure that the personal information of users who visit the ÉRUDIT platform is never disclosed to third parties without prior authorization.

Personal information is never used or conveyed for purposes other than those for which it was gathered, unless the user consents to such use or it is legal. Such personal information is kept only as long as necessary to achieve specific goals.

By submitting a written request to erudit@umontreal.ca, a user can consult personal information concerning himself or herself that has been collected by the ÉRUDIT Consortium and/or its partners. Access to personal information shall be given within a reasonable time frame.

For further information on the collection, use, management and disclosure of personal information under this Policy, users are asked to write to erudit@umontreal.ca.

GENERAL LIMITATIONS OF LIABILITY

Despite all the effort that has gone into providing high-quality content on the ÉRUDIT platform, there may be some inaccuracies and typographical errors. The ÉRUDIT Consortium and its partners cannot be held liable for such errors.

The ÉRUDIT Consortium and its partners reserve the right to change the content on the ÉRUDIT platform and the right to interrupt access for any reason without prior notice, including the right to shut the site down with or without prior notice, without incurring any liability to Authorized Users, any other users or any third party.

THE ÉRUDIT PLATFORM, CONTENT AND SERVICES ARE OFFERED AS IS AND AS AVAILABLE. THE ÉRUDIT CONSORTIUM AND ITS PARTNERS MAKE NO CLAIMS AND PROVIDE NO GUARANTEES OR EXPLICIT, IMPLICIT OR STATUTORY CLAIMS ABOUT THE OPERATION OF THE ÉRUDIT PLATFORM OR THE SERVICES OFFERED ON IT, ABOUT THE ACCURACY, EXHAUSTIVENESS, QUALITY, TIMELINESS OR APPROPRIATENESS OF THE ÉRUDIT PLATFORM, ITS CONTENT OR SERVICES, ABOUT WHETHER THE LINKS TO THE ÉRUDIT PLATFORM OR FROM THE ÉRUDIT PLATFORM WILL NOT BE INTERCEPTED, OR ABOUT WHETHER THE ÉRUDIT PLATFORM, ITS CONTENT AND THE SERVICES OFFERED ARE FREE OF VIRUSES OR OTHER MECHANISMS OR COMPONENTS THAT COULD HAVE EFFECTS.

ACCEPTANCE OF THE TERMS OF THE POLICY

THE ABOVE-MENTIONED TERMS CONSTITUTE THE TOTALITY OF THE AGREEMENT BETWEEN A PERSON WHO VISITS THE ÉRUDIT PLATFORM AND THE ÉRUDIT CONSORTIUM. A PERSON WHO VISITS THE ÉRUDIT PLATFORM MUST ACCEPT THE TERMS OF THE POLICY ON USE OF THE PLATFORM. PERSONS WHO DO NOT ACCEPT ONE OR MORE OF THE PROVISIONS OF THIS POLICY ARE ASKED NOT TO ACCESS OR USE THE ÉRUDIT PLATFORM AND SERVICES.

The ÉRUDIT Consortium specifically reserves the right to change or update without prior notice the policies and notices related to use of the ÉRUDIT platform. In order to receive notice of such changes, the ÉRUDIT Consortium and its partners advise you to consult this page regularly.

The Policy on Use of the ÉRUDIT platform and the relationship between the user and the ÉRUDIT Consortium are governed by the laws of the Province of Quebec, Canada. The Parties agree to elect domicile in the judicial district of Montreal, Province of Quebec, Canada, and

choose it as the district appropriate for hearing any claims flowing from the interpretation, application, performance, entry into effect, validity and effects of this Policy on Use.

For further information on this Policy, please write to erudit@umontreal.ca.