

## Terms of Use

Last updated on: September 2023

### 1. Introduction

Welcome to BCH Consultants!

Please read these Terms of Use carefully before accessing or browsing our Site or receiving and using our Services.

9052-5320 Québec inc., operating as "B.C.H. Consultants" and part of the GreenShield Group ("**BCH Consultants**," "**we**," "**us**" or "**our**") provides psychological support services to its clients, both individuals and businesses (including a mental health program, private counselling for personal, work, family or other issues, and employee assistance programs) as well as organizational support services (including various organizational support programs, human resources services and translation services) (the "**Services**") through more than 600 professionals affiliated with BCH Consultants.

Our wide range of Services is further detailed on our website, [www.consultantsbch.com](http://www.consultantsbch.com), which can be accessed through a web browser (the "**Site**").

If you are an entity other than an individual, the individual visiting or using our Site must have the power to bind the entity. In this context, the terms "**User**," "**you**" and "**your**" refer to both the entity and each individual authorized to visit or use our Site on behalf of that entity.

By accessing or browsing our Site or by using or receiving any of our Services, you agree to be bound by these Terms of Use (the "**Terms of Use**") as well as our [Privacy Policy](#), which is an integral part of the Terms of Use by reference. By accessing or using the Site and in order to enable you to access our Services, you understand that we collect and use certain information about you, including your personal information as defined in and in accordance with our [Privacy Policy](#). Please take the time to read it as it contains important details on how we collect and handle your personal information.

For greater certainty, your access to, browsing or use of the Site and the Services shall be deemed to constitute your acceptance of this Agreement. In addition, you declare that you have also read our above-mentioned [Privacy Policy](#).

THESE TERMS OF USE CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND BCH. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, PLEASE LEAVE THE SITE IMMEDIATELY AND DO NOT VIEW, ACCESS, BROWSE, OR USE THE SITE AND OUR SERVICES.

We may update or revise our Terms of Use from time to time. Changes come into effect upon publication on the Site and apply to any future access or use of the Site and the Services. You

agree to review these Terms of Use from time to time in order to learn about these changes. YOUR CONTINUED USE OF THE SITE OR THE SERVICES FOLLOWING THE PUBLICATION OF THE CHANGES CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES MADE HEREIN. The date of the last update is indicated at the top at the beginning of these Terms of Use. We reserve the right to send you an email or display a pop-up window on this Site if any material changes are made to these Terms of Use.

## **2. Access and access restrictions**

You must be at least fourteen (14) years of age and/or have parental consent to use this Site or any Service offered on this Site. By accessing or using this Site, you declare that you are at least fourteen (14) years of age and/or have parental consent and are able to provide us with such proof in writing upon request. We cannot be held liable for a false statement about your age.

Except by specific written agreement with entities or persons outside Quebec, the Services are intended to be provided by professionals practising in Quebec. We assume no responsibility under the laws applicable to your situation outside Quebec governing access to or use of our Site or Services. If you use the Site and the Services outside Quebec, you must verify in that country or region whether it is appropriate and permissible to obtain our Services. We provide our Site and Services in accordance with Quebec laws and regulations. If you incur any loss, damage or other inconvenience resulting from the use of our Site or Services, please note that we are not liable under any laws that apply to professional or health services outside Quebec.

If you are an individual, we grant you permission to access and use our Site and Services solely for personal, non-commercial purposes. If you are an entity other than an individual, we grant you permission to access and use our Site and Services for your company's internal purposes. Regardless of the case, you must use the Site and Services in accordance with these Terms of Use.

We reserve the right to close your client account, which is created solely for internal administrative purposes at BCH Consultants, if your use of the Site or our Services violates these Terms of Use. In addition, subject to certain ethical obligations, our team and our affiliated professionals may refuse or interrupt the provision of Services to any User at any time, including for actual or potential misuse of the Site or the Services, namely in light of these Terms of Use.

In addition, we may remove, suspend or discontinue any functionality of the Site or the Services for any reason whatsoever, in particular if our Site is affected by an unforeseeable and irresistible event beyond our control. Certain technical or security threats or problems may require us to suspend access to the Site or the Services. We are not responsible for any inconvenience or damage that this may cause you if it occurs, but if it does and we are able to do so, we will notify you in advance and take commercially reasonable measures to minimize interruption of access to the Site or the Services.

By using our Services, you agree to be contacted by email and/or SMS so that we can (i) confirm the appointment with you and (ii) send you satisfaction surveys. You may withdraw your consent at any time by writing to [services@consultantsbch.com](mailto:services@consultantsbch.com).

### **3. Recruitment of Service Providers**

You may use our Site to submit an application to become a Service Provider affiliated with BCH Consultants. In that respect, you acknowledge that BCH Consultants may, at its sole discretion, decide not to follow through with your application, and nothing herein shall be construed to compel BCH Consultants to enter into a contract with you. Without limiting the generality of the preceding, you acknowledge that BCH Consultants may, as part of the evaluation of your application, have you undergo various tests, interviews and other qualification procedures.

### **4. Provision of Services through our Site**

To access our Services, you must fall into one of the following three categories: (i) benefit from an Employee Assistance Program (hereinafter, an "**EAP Client**"), (ii) benefit from an Organizational Support Program (hereinafter, an "**OSP Client**"), or (iii) be a client of BCH Consultants on a personal basis and assume the cost of our services yourself, whether such costs may be subsequently reimbursed to you by a third party payer or not (hereinafter, a "**BCH Client**"). The decision to access certain Services rests solely with each User and is made on a voluntary basis. In doing so, the Services provided are strictly confidential and BCH Consultants is unable to accept requests for Services from a third party (friend, colleague, family member, etc.), subject to certain exceptions, such as parental consent or organizational and human resources support programs.

#### **A. Health Services**

The Site allows you to access certain health services provided by licensed and accredited professionals affiliated with BCH Consultants ("**Health Services**"), including, from time to time, psychologists, psychotherapists, psychoeducators, clinical sexologists, criminologists, guidance counsellors, nutritionists/dietitians, kinesiologists and occupational therapists (each, for the purposes herein, a "**Member of a Regulated Health Profession**").

MEMBERS OF A REGULATED HEALTH PROFESSION ARE NOT EMPLOYEES OF BCH CONSULTANTS AND ARE FULLY RESPONSIBLE AND HAVE FULL CONTROL AND AUTHORITY OVER ALL THE MENTAL HEALTH AND WELLNESS SERVICES PROVIDED TO YOU, INCLUDING, BUT NOT LIMITED TO, ADVICE, ASSESSMENTS, TREATMENT AND ALL PROCEDURES PERFORMED THROUGH AND DURING INDIVIDUAL OR OTHER CONSULTATIONS. BCH CONSULTANTS DOES NOT SUPERVISE OR CONTROL THE PROVISION OF SUCH SERVICES BY MEMBERS OF A REGULATED HEALTH PROFESSION, THE EQUIPMENT, TOOLS OR METHODS USED, THE TREATMENT PROVIDED, OR THE CONDUCT OF MEMBERS OF A REGULATED HEALTH PROFESSION. HOWEVER, TO ENSURE THE QUALITY OF THE SERVICES RENDERED, BCH CONSULTANTS ESTABLISHES POLICIES AND PROCEDURES TO BE FOLLOWED BY ALL MEMBERS OF A REGULATED HEALTH PROFESSION WHICH ARE CONSISTENT WITH THEIR RESPECTIVE ETHICAL OBLIGATIONS. ACCORDINGLY, BCH CONSULTANTS SHALL NOT BE

HELD LIABLE FOR ANY HEALTH SERVICE PROVIDED BY A MEMBER OF A REGULATED HEALTH PROFESSION.

Without limiting the generality of the preceding, note that BCH Consultants implements rigorous processes to assess the quality of the Health Services delivered through a customer experience tool and ensures effective collaboration with Members of a Regulated Health Profession in the provision of Health Services. BCH Consultants enters into collaborative arrangements with Members of a Regulated Health Profession that may govern certain terms of service, including billing, quality of service, solicitation and confidentiality, but does not confer any control to BCH Consultants over the treatment, advice and assessments of Health Services provided to you by Members of a Regulated Health Profession.

Health Services can be delivered through one of three ways: in person, by videoconference or by telephone, depending on your request. Health Services by videoconference are delivered remotely using information technology. Please note that there are some limitations and risks associated with videoconference sessions including, without being limited to:

- Videoconference consultations in the broadband infrastructure and, consequently, consultations may be subject to degradation or loss of connection;
- Our Health Services are not intended to replace your existing health care providers, such as your family physician. Our Members of a Regulated Health Profession are duly registered and licensed with the applicable regulatory body and are committed to providing Health Services in accordance with applicable best practices and professional standards, including their respective Codes of Ethics, but they may be unable to access up-to-date medical records, which may result in an inaccurate assessment and/or treatment plan;
- While BCH Consultants protects your personal information (including your personal health information) with integrated physical, technological and administrative safeguards, there is no guarantee against data breaches that may result in unauthorized collection, use and/or disclosure of your personal information.

ALTHOUGH WE HAVE A 24/7 EMERGENCY LINE, OUR SITE AND SERVICES ARE NOT DESIGNED AND SHOULD NOT BE USED FOR MEDICAL EMERGENCIES. IN THE EVENT OF A MEDICAL EMERGENCY, YOU MUST CONTACT YOUR LOCAL EMERGENCY DEPARTMENT OR GO TO THE NEAREST HOSPITAL OR HEALTH CENTRE.

**B. Other services**

The Site allows you to access certain legal services (lawyers and notaries) and financial services (financial advisors), as well as certain organizational support services (including your organization's human resources support services and translation services) which may be provided (i) by authorized, licensed professionals when required by applicable laws or (ii) by professionals with the required qualifications and knowledge who are affiliated with BCH

Consultants (each, for the purposes herein, a “**Professional**”) (Members of a Regulated Health Profession and Professionals collectively referred to as “**Service Providers**”).

SERVICE PROVIDERS ARE NOT EMPLOYEES OF BCH CONSULTANTS AND ARE FULLY LIABLE AND HAVE FULL CONTROL AND AUTHORITY OVER ALL THE SERVICES THEY PROVIDE TO YOU, INCLUDING, BUT NOT LIMITED TO, ADVICE, ASSESSMENTS, TREATMENT AND ALL PROCEDURES PERFORMED AND DOCUMENTS PROVIDED IN THE PERFORMANCE OF THE SERVICE. BCH CONSULTANTS DO NOT SUPERVISE OR CONTROL THE DELIVERY OF SUCH SERVICES BY THE SERVICE PROVIDERS OR THE EQUIPMENT, TOOLS OR METHODS USED, THE TREATMENT OR CONDUCT OF THE SERVICE PROVIDERS. THEREFORE, BCH CONSULTANTS SHALL NOT BE LIABLE FOR ANY SERVICES DELIVERED BY A SERVICE PROVIDER.

**C. Appointment cancellation policy**

The following cancellation policy applies to all BCH Clients: If you need to cancel an appointment with one of our Service Providers, you must notify the relevant Service Provider within at least twenty-four (24) hours to avoid any penalties. If you fail to notify the relevant Service Provider within twenty-four (24) hours of the scheduled session, you will be charged the full cost of the missed session. Note that in such a case, you will not be able to claim the penalty as a medical expense for reimbursement by your insurer or as a tax deduction. If you are late, the full cost of the session will be charged and the session will end at the originally scheduled time.

The following cancellation terms apply to EAP Clients: If you need to cancel an appointment with one of our Service Providers, you must notify the relevant Service Provider within at least twenty-four (24) hours to avoid any penalties. If you fail to notify the relevant Service Provider within twenty-four (24) hours of the scheduled session, you or the organization with which you deal to access our Services, as the case may be, will be charged the full cost of the missed session. If you have an EAP time bank as part of your Employee Assistance Program, BCH Consultants may, but is not obligated to, debit hours from that bank rather than charge your missed session.

The following cancellation terms apply to OSP Clients: If you need to cancel an appointment with one of our Service Providers, you must notify the relevant Service Provider within at least two (2) weeks to avoid any penalties. If you fail to notify the relevant Service Provider within two (2) weeks of the scheduled session, you or the organization with which you deal to access our Services, as the case may be, will be charged as follows:

Less than 24 hours before the session:	100% of cost
One (1) week to 24 hours before the session:	50% of cost
One (1) to two (2) weeks before the session:	25% of cost

The following applies to all types of clients:

- In the event of two consecutive cancellations without at least 24 hours notice, BCH Consultants reserves the right to close your file with the Service Provider concerned.
- If you are late, the full cost of the session will be charged and the session will end at the originally scheduled time.

#### **D. Complaints, reporting and disputes**

If you are not satisfied with the Services provided by our affiliated Service Providers or if you wish to report any issues, concerns, or other matters relating to our Site or Services, please contact us by email at [services@consultantsbch.com](mailto:services@consultantsbch.com), by phone at 1-800-525-0997, or via the customer experience survey that can be sent to you. In the event of a report, our team will conduct an internal investigation and, with your consent, we may contact you during or after the investigation to obtain your opinion and/or additional details. All problems relating to a Service Provider will be handled while maintaining the confidentiality of our Users' information and their right to privacy (based on minimal data and on a need-to-know basis) and in accordance with the rules applicable to these Service Providers according to their competent regulatory body. BCH Consultants may, without being obligated to do so, propose a change in Service Provider if you are not satisfied with the Services rendered by the latter. Note that no refunds will be issued based on dissatisfaction.

ALL DISPUTES BETWEEN YOU AND A SERVICE PROVIDER AFFILIATED WITH BCH CONSULTANTS ARE BETWEEN YOU AND THAT SERVICE PROVIDER AND NOT WITH BCH. IN NO EVENT SHALL WE BE OBLIGATED TO RESOLVE A DISPUTE OR REIMBURSE YOU (IN THE EVENT THAT THE CONSULTATIONS WERE PAID DIRECTLY BY YOU). IF YOU ARE AN EAP CLIENT, PLEASE NOTE THAT UNDER NO CIRCUMSTANCES OR IN ANY WAY WILL THE SERVICE PROVIDERS YOU CONSULTED INTERVENE, OR ACT AS EXPERT WITNESSES IN THE EVENT OF A DISPUTE BETWEEN THE EMPLOYER AND THE EMPLOYEE, OR AGREE TO RESPOND TO THIRD-PARTY INQUIRIES.

#### **5. Acceptable Use of the Site**

Your use of the Site is subject to all applicable provincial and federal laws and regulations. You agree not to use the Site for any illicit purpose or for any other purpose prohibited by applicable laws or under this section 5. In particular, you agree not to use the Site in any manner whatsoever to:

- a) Promote or engage in illegal activities or abuse, including unsolicited advertising and spam;
- b) Promote, download, publish or otherwise make available any material that is abusive, harassing, obscene, vulgar, hateful, defamatory, discriminatory (including based on race, sex, religion, nationality, disability, sexual orientation, or any other protected group) or that incites violence, hatred, or discrimination against protected groups;

- c) Upload, publish or otherwise make available, in any other way, any material containing viruses or other malware;
- d) Use any malware to access and/or collect any data on any User of the Site or illegally collect information about others;
- e) Upload, download or publish or otherwise make available, in any manner whatsoever, any material that violates the intellectual property rights of BCH CONSULTANTS or any other person, including material that infringes on a patent, trademark, trade secret or copyright. You agree that you are solely responsible for any damages resulting from any violation of the intellectual property of BCH CONSULTANTS or a third party;
- f) Make a false representation, including impersonate any person or entity, or misrepresent your affiliation with any person or entity;
- g) Commit or attempt to commit fraud;
- h) Engage in any activity that interferes with or disrupts the use of the Site, including circumventing measures that we may use to prevent unauthorized access to the Site, or take any action that could damage or affect the performance or proper functioning of the Site or access by other Users;
- i) Engage in any activity that attempts to extract any proprietary software used to maintain the Site;
- j) Attempt to decipher, compile or reverse engineer or any similar action to provide this Site and its proposed activities or to have another website pose as this Site;
- k) Use the Site for purposes not expressly permitted by these Terms of Use or in a manner that falsely implies the involvement or otherwise misleads third parties on your affiliation with BCH; or
- l) Violate or attempt to violate the security of the Site through unauthorized access, circumvention of encryption or any other security tool.

You are solely responsible for any breach of your obligations under these Terms of Use and for the consequences of such a breach.

## **6. Use of cookies and User control**

Our Site uses cookies, which allow us to provide you with services and content that are compatible with your needs and browser. You may reject cookies in the pop-up window when you access our Site. However, not allowing cookies may hinder or limit your access to certain features of our Site and thus reduce your capacity to access certain parts or content of the Site.

For more information on this topic, see our [Privacy Policy](#).

## **7. Sale of Services and Payment**

### **A. Sale of Services**

We may promote and sell Services through our Site. We encourage you to be as accurate as possible with respect to any information regarding the Services, including the description of the Services. However, we do not guarantee the accuracy or reliability of any information relating to a Service, and you acknowledge and agree that you are purchasing the Services at your own risk.

### **B. Payment**

You agree to pay the cost of the Services you have chosen to purchase. We accept payment using the methods listed in the "Online Payment" section below, with said payment methods being subject to change without notice.

Online payments are processed by PayPal, our third-party partner, and we do not keep any sensitive financial information regarding a payment completed through PayPal. To complete your online payment, you will be redirected to the PayPal secure platform and the PayPal terms of use will apply to all such payments.

If the Service purchased by you qualifies for an insurance receipt, we will provide you with one. Any Service provided under an Employee Assistance Program and/or Organizational Support Program will be billed directly to the organization that administers and/or pays for that program and you will not receive any insurance receipts.

WE ARE NOT RESPONSIBLE FOR ANY CHANGES IN THE PROCESSING FEES CHARGED BY YOUR PAYMENT PROVIDER OR FINANCIAL INSTITUTION.

FURTHERMORE, WE CANNOT BE HELD RESPONSIBLE FOR ANY PROBLEMS CAUSED BY THE MALFUNCTION OR UNAVAILABILITY OF PAYPAL'S WEBSITE. IN CASE OF ANY PROBLEMS WITH PAYPAL'S SITE OR SERVICES, YOU MUST CONTACT PAYPAL DIRECTLY.

## **8. Intellectual property**

The content of the Site includes, without being limited to, all information, data, products, materials, Services, software applications and tools, design elements, text, images, photographs, illustrations, audio and video content, illustrations and graphics displayed on the Site, published, distributed or otherwise made available to you in connection with the Site (collectively, the "**Content**") and, unless the context clearly requires otherwise, the term "Site" includes all the Content.

BCH Consultants permits Users to access the Site, including the Content. All Content and the Site are the property of BCH Consultants or a third party that has authorized it to publish or distribute such Content under licence. Subject to your observance of these Terms of Use, you may access and use the Site and all the Content made available to you by BCH for the purposes set out in section 2 herein. Nothing in these Terms of Use gives you the right to use our Site,



its Content, our trademarks or any other intellectual property of BCH. You may not assign or transfer portions of the Content and you may not grant a licence to use or access the Site to any other party. Furthermore, you may not create a link to the Site without our prior consent. Upon request, we may grant you a limited, non-exclusive right to create a link to the Site provided that such a link is to the Site's home page and does not represent us or any of our activities or Services in a false, misleading, derogatory or otherwise negative manner.

The Site and the Content are protected by intellectual property laws in Canada. You acknowledge and agree that the Site and the Content, including all intellectual property rights related thereto, are and shall remain the exclusive property of BCH Consultants and/or its licensors or third parties permitting such use. You will not remove, alter or otherwise affect any copyright, trademarks or other intellectual property notices integrated into the Site or the Content, and you agree to observe all intellectual property rights of BCH.

Furthermore, you acknowledge that BCH Consultants has no obligation to monitor the access or use of the Site and the Content by any User or to block access to anyone, but has the right to do so to (i) operate, secure and improve the Site; (ii) ensure the Users' compliance with the Terms of Use; (iii) comply with any applicable law, order or requirement of any court or other government organization; or (iv) otherwise, as more fully set out in these Terms of Use.

Any unauthorized or prohibited use of our intellectual property may expose you to civil liability, criminal prosecution or both.

The limited rights granted to you under these Terms of Use may be revoked by us at any time for any reason.

BCH Consultants complies with all third-party intellectual property laws. If you believe that the Content or any part of the Content violates the intellectual property rights of a third party, please inform us by emailing us at: [services@consultantsbch.com](mailto:services@consultantsbch.com).

## **9. Links to third-party websites**

Using certain links on the Site will direct you to third-party websites. These third-party websites are not under our control and we are not responsible for the content of such a website or any link to such a website.

The third-party links included on the Site are provided for your convenience, and the inclusion of these links does not imply a recommendation or approval on our part of such a website or its products or services. IF YOU DECIDE TO ACCESS A THIRD-PARTY WEBSITE, YOU DO SO ENTIRELY AT YOUR OWN RISK. YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE DIRECTLY OR INDIRECTLY FOR ANY DAMAGE OR LOSS CAUSED OR PURPORTED TO BE CAUSED BY, OR IN CONNECTION WITH, THE USE OR RELIANCE ON THESE THIRD-PARTY WEBSITES.

Any third-party content, data or publication made available via the Site is provided by us as is for your convenience and information. All opinions, advice, statements, services, offers or other information made available by third parties are those of the respective author(s) or publisher(s)

and not ours. BCH CONSULTANTS MAKES NO WARRANTY NOR SHALL IT BE LIABLE FOR (i) THE VALIDITY OF ANY CONTENT, PRODUCTS OR SERVICES OFFERED ON THIRD-PARTY WEBSITES; (ii) CONTAMINATION BY COMPUTER VIRUSES ATTRIBUTABLE TO THE USE OF THIRD-PARTY WEBSITES; OR (iii) THE COLLECTION AND USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION ON THESE THIRD-PARTY WEBSITES.

## **10. Disclaimers of warranties and Limitation of Liability**

**Availability.** BCH CONSULTANTS MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE PROPER FUNCTIONING OF THE SITE, ITS ACCESSIBILITY, ITS USE, OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE. BCH CONSULTANTS SHALL IN NO EVENT BE LIABLE FOR ANY DELAYS, INTERRUPTIONS, SERVICE DISRUPTIONS OR OTHER PROBLEMS ARISING FROM THE USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS, TELECOMMUNICATIONS NETWORKS OR OTHER SYSTEMS OR NETWORKS BEYOND OUR REASONABLE CONTROL.

WITHOUT LIMITING THE GENERALITY OF THE PRECEDING, WE CANNOT GUARANTEE THE CONTINUED AVAILABILITY OF SERVICES RENDERED VIRTUALLY BY OUR SERVICE PROVIDERS. IN THE EVENT OF A SIGNAL INTERRUPTION DURING AN ONLINE SESSION, PLEASE LEAVE THE VIDEOCONFERENCE PLATFORM AND RECONNECT IMMEDIATELY. IN THE EVENT THAT WE ARE UNABLE TO RE-ESTABLISH ONLINE COMMUNICATION, YOUR PROFESSIONAL WILL CALL YOU TO COMPLETE THE SESSION BY PHONE, AND IF THIS OPTION IS NOT POSSIBLE, WILL OFFER TO RESCHEDULE THE SESSION TO A LATER DATE. ALSO NOTE THAT SOME ISSUES ARE NOT SUITABLE FOR VIRTUAL CONSULTATIONS (E.G., CRISIS SITUATIONS, SUICIDAL IDEATION) AND IN SUCH CASES, THE SERVICE PROVIDER MAY REFUSE TO CONDUCT THE SESSIONS BY VIDEOCONFERENCE AND WILL INSTEAD PROPOSE AN IN-PERSON FOLLOW-UP.

**Site and Content.** THE SITE IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE." WE EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY OTHER WARRANTIES OF USE, PERFORMANCE OR COMMERCIAL USE. YOUR SOLE AND EXCLUSIVE REMEDY, AND OUR SOLE OBLIGATION TO YOU OR ANY THIRD PARTY FOR ANY CLAIM ARISING OUT OF YOUR USE OF THE SITE IS THAT YOU ARE FREE TO DISCONTINUE YOUR USE OF THE SITE AT ANY TIME.

THE SITE PROVIDES ACCESS TO INFORMATION THAT ALLOWS USERS TO LEARN ABOUT BCH'S SERVICES. WE ENSURE THAT THIS INFORMATION IS UP-TO-DATE, ACCURATE AND FROM RELIABLE SOURCES, BUT MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE CONTENT OF OUR SITE, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES OR CONDITIONS RELATING TO ACCURACY, TIMELINESS, COMPLETENESS, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION. BCH CONSULTANTS SHALL NOT BE LIABLE TOWARD THE USER OR ANY THIRD PARTY FOR THE CONSEQUENCES OF ANY ERRORS OR OMISSIONS. USE OF THE CONTENT AND INFORMATION ON THIS SITE IS ENTIRELY AT YOUR RISK.

BCH CONSULTANTS SHALL NOT BE LIABLE FOR ANY DAMAGE ARISING OUT OF YOUR USE OF THE SITE OR THE CONTENT. BCH CONSULTANTS MAKES NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY EXCLUDES UNDER THESE TERMS OF USE ANY LIABILITY FOR ANY TREATMENT OR ACTION FOLLOWING THE INFORMATION OFFERED, OR SUBMITTED DIRECTLY OR INDIRECTLY, AS THE CASE MAY BE, THROUGH THE SITE.

YOU ACKNOWLEDGE AND AGREE THAT TO THE EXTENT PERMITTED BY LAW, THE OVERALL RISK RESULTING FROM YOUR ACCESS AND USE OF THE SITE AND THE CONTENT REMAINS YOURS. NEITHER BCH CONSULTANTS NOR ANY OTHER PARTY INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SITE OR THE CONTENT WILL BE LIABLE FOR ANY DAMAGE OR FOR ANY HARM OR INCONVENIENCE ARISING OUT OF (i) THESE TERMS OF USE; AND (ii) THE USE OR INABILITY TO USE THE WEBSITE OR THE CONTENT, REGARDLESS OF THE SOURCE OF THE CIVIL OR EXTRACTIONAL LIABILITY, REGARDLESS OF WHETHER OR NOT BCH CONSULTANTS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

## **11. Indemnification**

To the fullest extent permissible pursuant to applicable law, you agree to release, defend (at the option of BCH Consultants), indemnify and hold BCH Consultants, including, but not limited to, its officers, directors, clients, employees, agents, service providers (including the Service Providers), and Web providers, harmless from and against any and all damage, claims, liabilities, losses and expenses including, without limitation, all legal and accounting costs, resulting from or being in any way related to:

- i. Your use of the Site, including your inappropriate use of the Site or the Services offered by BCH Consultants;
- ii. Your breach of these Terms of Use or any other BCH Consultants policy or standard;
- iii. Your violation of any laws, regulations or third-party rights, including intellectual property rights.

## **12. General provisions**

### **A. Completeness.**

These Terms of Use and the [Privacy Policy](#) constitute the entire agreement between you and BCH Consultants regarding your use and our provision of the Site and the Services.

### **B. Applicable law.**

These Terms of Use shall be governed by the applicable laws of the Province of Quebec.

### **C. Dispute resolution.**

Any dispute concerning these Terms of Use or your use of BCH Consultants' Services must be submitted to a court of competent jurisdiction in the Province of Quebec sitting in the judicial district of Rouyn-Noranda, excluding any other forum or jurisdiction.

**D. Replacement of invalid provisions.**

If any provision of these Terms of Use is or becomes illegal, invalid or unenforceable, the User and BCH Consultants will continue to be bound by the other provisions of these Terms of Use and the agreement between you and us will be deemed amended to the extent necessary to make it lawful, valid and enforceable.

**E. Headings.**

The headings in these Terms of Use are for reference purposes only and may not be used in any way to interpret any particular section.

**F. Non-waiver.**

You agree that if we do not exercise or enforce any of the rights or legal remedies contained in these Terms of Use (or which we enjoy under any applicable law), this does not constitute a formal waiver of our rights, and these rights or remedies will always be available to us.

**G. Interpretation.**

The words "included", "including" and "in particular" are deemed to be followed by the words "without any limitation."

**H. Notices and requests.**

Any notice or request for consent to be given under these Terms of Use and any questions or concerns regarding the Site or the Services offered by BCH Consultants must be sent to BCH Consultants by e-mail at the following e-mail address: [services@consultantsbch.com](mailto:services@consultantsbch.com).