

TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use (“Terms and Conditions”) have been in effect since 2016-11-24. They may be modified by Aéro Montréal at any time and without prior notice.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THEY GOVERN THE PURCHASE OF ANY PRODUCT AND SERVICE FROM AÉRO MONTRÉAL AND APPLY TO YOUR USE OF ANY ELECTRONIC PLATFORM ON WHICH OUR PRODUCTS AND SERVICES ARE AVAILABLE OR TO INFORMATION REGARDING THESE, INCLUDING ANY APPLICATION. THEY EXEMPT AÉRO MONTRÉAL OR LIMIT ITS LIABILITY AS WELL AS THOSE OF OTHER PERSONS AND CONTAIN OTHER PROVISIONS WHICH YOU SHOULD KNOW ABOUT.

These terms constitute an agreement between you (or the persons you represent) and Aéro Montréal (“Aéro Montréal” or “we”). These Terms and Conditions refer to and confer benefits to the affiliates of Aéro Montréal and its suppliers.

Aéro Montréal is a not-for-profit organization located at 8000-380, Saint Antoine Street W., Montreal, Quebec, Canada, H2Y 3X7.

The www.aeroportail.ca website is owned and operated by Aéro Montréal.

ACCEPTANCE OF THESE TERMS AND CONDITIONS

These Terms and Conditions govern the purchase of any product and service and apply to your use of any electronic platform, including any application (hereinafter “the Platforms”) on which our products and services or information about them is made available. Each time you purchase or use our products and services, you agree to be bound by, without limitation or qualification, these Terms and Conditions. You represent and warrant that you have the legal authority to accept these Terms and Conditions on your behalf and on behalf of any person you purport to represent. If you do not agree to any of the provisions of these Terms and Conditions, you are not authorized to use our Platforms and to purchase or use our products and services. All information provided on our Platforms is for informational purposes only and does not constitute advice or a recommendation.

AMENDMENT OF THESE TERMS AND CONDITIONS; CANCELLATION

Aéro Montréal may amend these Terms and Conditions from time to time such that these changes apply to any purchase of goods or services when these changes come into effect. The updated version is available on our electronic platforms or by contacting Aéro Montréal. Aéro Montréal may, for cause, limit or revoke your authorization to access and use the Platforms or to purchase any product or service, including in the event of fraud. Aéro Montréal may, at its discretion and at any time, cease to offer products and services.

OWNERSHIP AND USE OF THE WEBSITE AND APPLICATIONS

All content posted on the Platforms is owned by Aéro Montréal and is protected under copyright and trademark law, international conventions and any other applicable intellectual property rights legislation in effect in Canada and abroad. Without limiting the generality of the foregoing, all the texts, articles, photographs, images, designs and other elements contained in the Platforms are protected under copyright law. Certain names, words, titles, phrases, logos, icons, graphics, drawings or other content of the Platforms may also constitute trademarks.

The Platforms must not be used for illegal purposes and are available for informational purposes only and for the exclusive use of our customers and users. You are authorized to use them only in the manner expressly described in these Terms and Conditions and by any applicable law. It is forbidden to copy, reproduce, modify, distribute, publish, download for any purpose other than the

use of the site or to transmit the content in any form or in any manner, in whole or in part, without the express written consent of Aéro Montréal. You may not sell or resell any portion of the content of the Platforms or the access authorization.

REGISTERED USERS, PROTECTION OF LOGIN DATA

Some pages and parts of our Platforms are accessible only to registered users. Although Aéro Montréal is under no obligation to verify the true identity or authority of any person who registers to access and use the platform, Aéro Montréal may, at its sole discretion, require proof of identity from anyone seeking to access and use it.

If you are a registered user, you will keep your login data confidential and will not disclose it to any other person or allow any other person to use it. You are solely responsible for the security of your login data and for any use and misuse of these data. You will immediately notify Aéro Montréal by telephone at 514-987-9330 or by email at aeroportail@aeromontreal.ca

if you know or suspect that your logon data has been lost, stolen, made known to another person or used by another person.

ACCURACY OF INFORMATION PROVIDED TO AÉRO MONTRÉAL

You represent and warrant that any information you provide to Aéro Montréal, including registration information, payment information, and any information relating to a transaction, is true, accurate and complete. You will be solely responsible for any loss, damage or additional cost that you, Aéro Montréal or any other person may incur due to the fact that you have provided false, inaccurate, incorrect or incomplete information or because of your failure to update information regarding your registration and payment information within fifteen (15) days of any change.

ERRORS AND PURCHASE OFFERS

It is possible that typographical errors and omissions (including displaying an erroneous price or inaccurate description of products) may occur from time to time. In addition to and supplementary to the provisions of these Terms and Conditions, Aéro Montréal may at any time, without notice and without liability to you, (a) correct any error, inaccuracy or omission, including canceling any order made while an error or omission has occurred; (b) amend the advertised products and services, prices, fees, and descriptions of the products and services, or any promotional offer and any other elements of the content made available.

INFORMATION ON TRADEMARKS OR LOGOS

Aéro Montréal, the Aéro Montréal logo and other names, logos, drawings, words, titles or slogans appearing on or in connection with the Platforms (the “Trademarks”) are trademarks, registered and unregistered trade names and/or service names owned or licensed by Aéro Montréal or their respective owners or licensees. Any use of the Trademarks (not in accordance with these Terms and Conditions) is strictly prohibited. No statement shall be construed as granting any license or right to use the Trademarks.

LINKS, FRAMING, MIRROR IMAGE COPY, SCRAPING, IN-DEPTH SEARCH OF DATA AND FORBIDDEN POSTS

It is strictly forbidden to create links to the Platforms without the express written authorization of Aéro Montréal.

Framing, mirror image copying, scraping, or in-depth exploration of Platform data or their content, in any form or by any means, is strictly prohibited. It is prohibited to use collaborative viewing or display technologies in connection with your use of the Platforms and/or to post comments, communications or any form of data whatsoever on the Platforms with the intention that such posts are seen by other Platform users.

METHOD OF PAYMENT

Aéro Montréal accepts only payments made via PayPal. All payments made to Aéro Montréal are non-refundable. Aéro Montréal does not assume any responsibility for PayPal, including liability for loss or damage resulting from your use of PayPal services. Any questions, complaints or claims related to PayPal services should be addressed to PayPal.

PRINTING FAULTS AND ERRORS

If we discover that an error has occurred in the price or description of a product, we will endeavor to correct the error.

If an error has occurred in your purchase, we will correct or cancel the purchase at any time or change the order to reflect the corrections.

DISCLAIMER OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, YOU ACCESS OUR PLATFORMS AND USE THEM AT YOUR OWN RISK. THEY ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, A REPRESENTATION OR WARRANTY REGARDING THE QUALITY, ACCURACY, ACCESSIBILITY, ADAPTABILITY FOR A SPECIFIC PURPOSE, THE QUALITY, PERFORMANCE OR DURABILITY OF THE MERCHANDISE, TO THE EXTENT PERMITTED BY LAW.

Without limiting the scope of the preceding paragraph, Aéro Montréal does not make any representation and provides no warranty as to the possibility that you will find, as the case may be, a job or suitable candidates, regarding the veracity or accuracy of any information provided by the candidates or employers, whether or not a candidate possesses the qualifications required for a particular job or as to the availability of a job.

EXCLUSIONS OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, AÉRO MONTRÉAL AND ITS SUPPLIERS SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR LOSSES OR DAMAGES ARISING OUT OF THESE TERMS AND CONDITIONS OF USE, INCLUDING BUT NOT LIMITED TO THE GENERALITY OF THE FOREGOING, A LOSS OF EMPLOYMENT, LOSS OF OPPORTUNITY, LOSS OF DATA, COMMERCE, MARKETS, REVENUES, SAVINGS, PROFITS, USE, PRODUCTION, REPUTATION OR GOODWILL, ANTICIPATED OR OTHERWISE (WHETHER THE BE CONTRACTUAL, CIVIL, TORT OR OTHERWISE PROVIDED BY ANY OTHER PRINCIPLE OF LAW OR EQUITY), ATTRIBUTABLE OR RELATED TO YOUR USE OF THE WEB SITES, OF APPLICATIONS, OF OUR PRODUCTS AND SERVICES OR THOSE OF ANOTHER PERSON, NOTWITHSTANDING THE FACT THAT AÉRO MONTRÉAL OR ITS SUPPLIERS MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

RECOGNITION AND STATUTORY EXCLUSION IN CERTAIN JURISDICTIONS

THE EXCLUSION OF CERTAIN WARRANTIES AND THE LIMITATION OF CERTAIN RESPONSIBILITIES ARE PROHIBITED IN CERTAIN JURISDICTIONS. THESE STATUTORY PROHIBITIONS MAY APPLY TO YOU.

CONFIDENTIALITY OF PERSONAL INFORMATION

Aéro Montréal collects, uses and discloses your personal information in accordance with its [Privacy Policy](#), which you should consult.

By accepting these Terms and Conditions and each time you use our Platforms, products and services, you agree to Aéro Montréal collecting, using and disclosing your personal information in accordance with its Privacy Policy as it exists at the relevant time.

If you are a potential employer, by using our Platforms, our products and services, you agree not to publish, distribute, disclose or share personal information obtained from third parties. You agree to use personal information solely for the purpose of evaluating candidates for employment. Any other use of personal information is strictly forbidden.

APPLICABLE LAWS AND DISPUTE SETTLEMENT

These Terms and Conditions, your access to and use of the Platforms, the purchase and use of our products and services, and any related matters are governed by the laws of Québec, in Canada, and the federal laws of Canada, to the exclusion of any law from another jurisdiction. Any dispute between you and Aéro Montréal must be settled before the courts of Quebec, sitting in the City of Montreal, Quebec, Canada, to the exclusion of any other court, and you irrevocably submit to the exclusive competency of these courts with respect to any dispute.

OTHER QUESTIONS

Should any provision of these Terms and Conditions be found to be unlawful, void or unenforceable for any reason whatsoever, then such provision shall be deemed to be severed from these Terms and Conditions and the other provisions shall remain in effect and fully applicable.

The provisions of these Terms and Conditions apply to the benefit of Aéro Montréal and its suppliers and their successors, assigns and related persons, and are for your benefit and for the benefit of your heirs, executors, administrators, successors, beneficiaries and successor representatives. You may not transfer the rights and obligations that these Terms and Conditions confer to you. Aéro Montréal may assign its rights and obligations under these Terms and Conditions without your consent.

No consent or waiver by a party of a breach or a default by another party under these Terms and Conditions: (a) shall be construed as a consent or waiver of a breach or a continuing default or any other breach or default of these obligations or of any other obligation of this party; or (b) shall be enforceable only if given in writing and signed by all parties.

The parties agree and expressly require that these Terms and Conditions and all documents relating thereto be written in French.

All rights not expressly granted by these Terms and Conditions are reserved by Aéro Montréal.

CONTACTING AÉRO MONTRÉAL

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