

Preliminary Remarks

You are currently visiting the website of Groupe Focus Communications Inc. (hereafter Groupe Focus). Access to the site is free but is governed by the conditions below. In continuing to browse this site, you agree to these conditions and **YOU AGREE THAT THESE CONDITIONS CREATE A CONTRACT BETWEEN YOURSELF AND GROUPE FOCUS**. If you have previously done business with Groupe Focus, it is possible that other conditions could apply to you concerning certain site content. Your specific contract will apply in the event of a contradiction between your contract and this contract. As the site terms of use may change without prior notice, it is recommended that you regularly consult this section.

1. Definitions

In this text, the words **You** and **User** refer to any person who enters the site. If this person is an employee during business hours, the words **You** and **User** also refer to his/her principal (the employer).

The word **Site** refers to a group of web pages and possibly other resources of the World Wide Web that are hyperlinked in a coherent set at the address www.groupe-focus.com and designed to be viewed by a web browser.

The word **Content** specifically refers to the images, text, software, sounds, music, videos, mathematical formulas, a grouping of the preceding elements, or any other creation governed or not by the Copyright Act, the Trademarks Act or any other legislation designed to protect intellectual property.

2. Site Operating Premises

Groupe Focus operates this site from its offices located in Saint-Hyacinthe, in the province of Québec, Canada (hereafter the Operating Premises). Groupe Focus is of the opinion that the site content respects the laws and rules in effect at the site operating premises; as such, if you access the site from a place other than the operating premises, you agree to comply with the legislation in effect at the operating premises. If you access the site from a place where the site content is considered illegal or illicit, you must exit the site. Moreover, it is forbidden to broadcast or advertise the site address in places where the content would be considered illegal or illicit.

3. Material Transmitted by Users

It is possible that Groupe Focus could gather your comments about the site. Other site functions allow or will allow users to transmit content to Groupe Focus or to the site itself. In transmitting content pertaining to the site to Groupe Focus or to the site itself, you grant Groupe Focus an irrevocable license (at no cost) permitting it to use the content to promote the site or its commercial activities.

4. External Links

The Groupe Focus website contains hypertext links that provide access to other websites. When accessing other websites from the hypertext links on the site, you actually leave the Groupe Focus website. Furthermore, you release Groupe Focus of all liability concerning the choice of hypertext links.

5. Intellectual Property

5.1 Copyright

The site content is protected by various laws, particularly those concerning copyright. This content is intended for non-commercial use. You are authorized to download site elements onto your personal computer through a browser. Unless otherwise specified in one of the site sections, no site elements may be copied, reproduced, distributed, published, translated, downloaded, posted or transmitted in any way without the prior written authorization of Groupe Focus. You are allowed to post or download the elements of site itself but only for non-commercial purposes, and provided you do not modify these elements and you keep any intellectual property notices they may contain.

Any unauthorized use of the said content could expose the offender to civil or criminal charges under the terms of common law or of intellectual property legislation.

If you would like to use a picture or other content element for your own use, whether commercial or not, please contact Groupe Focus in order to obtain an adequate license for the intended use.

5.2 Trademarks

The trademarks and logos used or posted on the site are trademarks (registered or not) of Groupe Focus or other parties. Nothing on the site should be interpreted in a manner that permits, directly or indirectly, the use of a trademark featured on the site without the prior written authorization from the owner of such a trademark.

6. User Name and Password

Some Groupe Focus clients have a user name and password to access exclusive content. If this is your case, it is your responsibility to keep your password confidential. Groupe Focus will not be held responsible for the unauthorized use of your account. In the event this information is compromised, please advise Groupe Focus as soon as possible in order to prevent the fraudulent use of your password. Groupe Focus will not be held responsible for any loss or damage resulting from non-compliance with the security measures stated in this section.

Groupe Focus does not guarantee the efficiency and total security of the site in general or of the section reserved for password holders. It is possible that a computer hacker or an unauthorized person could access the server and use some of your personal information for his/her own purposes. IN NO CASE will Groupe Focus or its administrators be held liable for acts of computer piracy or blamed for any damage or loss this could cause to a password holder.

The administrators and members of Groupe Focus will not be held responsible if a password holder is unable to browse the site, for any reason whatsoever (poor understanding, defective phone line, incompatible modem, broken cable, improper configuration, inadequate browser).

7. Privacy

Groupe Focus has a [privacy policy](#) that you can consult by clicking the previous link, or by clicking the Privacy link on each site page.

8. Modification of Terms

Groupe Focus reserves the right to amend these terms of use of the site at any time. The changes made shall be effective immediately after downloading the terms to the site server.

9. EXCLUSION OF GENERAL LIABILITY

THE USER AND ANY PERSON HAVING ACCESSED THE SITE CONTENT, IN WHOLE OR IN PART, ACKNOWLEDGES THAT IN NO CASE SHALL GROUPE FOCUS, ITS SUBSIDIARIES, AND THEIR DIRECTORS, ADMINISTRATORS EMPLOYEES AND REPRESENTATIVES BE HELD LIABLE FOR ANY DIRECT, ACCESSORY, INDIRECT OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY OTHER DAMAGES, INCLUDING AND WITHOUT EXCEPTION, THOSE STEMMING FROM ERRORS OR OMISSIONS BY GROUPE FOCUS, FROM DECISIONS MADE OR ACTS PERPETRATED BY YOU BASED ON INFORMATION AVAILABLE ON THIS SITE, OR FROM AN INABILITY TO USE THE SITE CONTENT, LOSS OF DATA OR LOSS OF PROFITS, OR ANY OTHER CAUSE.

10. Interpretation

Any notion of tolerance or passage of time regarding a violation of the terms of use by a party, through its conduct or otherwise, shall be interpreted as a waiver of its rights and/or privileges, stipulated by any provision of the terms of use, unless an amendment in due form is made in writing to this agreement.

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