

# Terms of Use for the Scholarship Application Site

All services and information Desjardins Group provides to the user through the Desjardins Foundation ("Desjardins") and available at [www.desjardinsscholarships.com](http://www.desjardinsscholarships.com) (the "Service") are subject to the following terms of use. By registering for and using the application site, you agree to comply with these terms of use.

Desjardins reserves the right to modify these terms at any time without notice. Desjardins will post any changes, or links to the changes, directly on the application site.

## **Jurisdiction**

The application site is subject to and governed by the laws of the province of Quebec. Any disputes, differences or claims related to the application site or its use must be brought before the competent court in the province of Quebec. In the event of a lawsuit, action or proceeding related to the application site or its use, Quebec courts will have exclusive jurisdiction.

## **Privacy policy**

Desjardins takes protecting your privacy and personal information seriously, including the information you provide through the application site.

Please read the [Privacy](#) statement to learn more about Desjardins's privacy practices.

## **How Desjardins collects, uses and discloses personal information**

The personal information collected through the application site is kept confidential. Only the individuals authorized to process applications have access to this information. Your information will never be made public, sold or disclosed to a third party without your consent, except to provide the Service for which you have registered or as required by court order.

## **Why does Desjardins need my personal information?**

We collect your personal information via the application site solely to provide the Service, which includes processing and managing applications for Desjardins scholarships.

## **Details about cookies**

We use cookies to personalize your content and make your digital experience better. Please read the [Cookies Policy](#) to learn more about Desjardins's practices related to cookies.

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

For your convenience, Desjardins may provide links to third-party websites. Desjardins has no control over the content or operation of these sites or their privacy practices. Any personal information you provide through these sites is subject to the third party's privacy policy. You are responsible for reading the policy to ensure your privacy is being adequately protected.

Desjardins assumes no liability stemming from any damages or losses you may suffer as a result of any personal information you transmit through a third-party website.

## **Email policy**

Desjardins may contact you by email. If so, we will ensure compliance with *Canada's Anti-Spam Legislation*. We will never ask you to disclose confidential information, and our emails will never include links to transaction sites.

## **Text messaging (SMS) policy**

Desjardins may contact you by text. We will never share confidential information or send links to an authentication page or a page asking for confidential information, or files containing confidential information.

## **Privacy**

Desjardins has rules in place to protect your personal information:

- We do not share any of your information without your consent.
- Desjardins employees are not permitted to ask you for your password or personal identification number (PIN).
- Desjardins employees are not permitted to ask for your personal information (such as your debit card number, date of birth or social insurance number) by phone, except as part of our regular procedures to confirm your identity when you call us.
- Desjardins Group has updated its internal telemarketing rules to reflect [National Do Not Call List](#) rules.

## **Use and retention of information**

Desjardins may establish general rules and limits for use of the application site. These rules and limits include, but are not limited to, the maximum number of days your file can be inactive and the maximum number of times you can access the site over a set period (as well as the maximum length of each session).

## **Changes to the Service**

Desjardins reserves the right to modify or to temporarily or permanently suspend all or part of the Service at any time without notice. We cannot be held liable toward you or any third party for any Service changes, suspensions or interruptions.

## **Termination**

Desjardins reserves the right to terminate the access associated with your email address and password to all or part of the Service and may even delete your profile.

Desjardins may also move or remove any content on the application site, for any reason whatsoever, including lack of use or a reasonable belief that you have violated the terms of use.

Desjardins will not notify you if your access to the Service under these terms has been terminated. Desjardins reserves the right to deactivate or delete any content or file at any time with immediate effect. We may also refuse future access to these files and the Service.

Desjardins cannot be held liable toward you or any third party for any damages or losses stemming from the termination of your access to the application site.

## **Desjardins's intellectual property rights**

The Service and any software or applications used in relation to the application site (the "Software and Applications") may contain confidential information that is protected under intellectual property law or other applicable legislation.

Content on the application site and in the advertising and information provided by the Service, or by merchants through the Service, is protected by copyright, trademark, patent and other property-rights laws. Content remains the property of Desjardins, our licensors or the person recognized as the content provider.

The application site is protected under copyright law as a collective work or compilation as defined in Canadian and foreign laws.

Except when specifically authorized by Desjardins, you may not:

- Copy, alter, rent, borrow, sell, distribute or create derivative works based in whole or in part on the content, the Service, or the Software and Applications
- Reverse-engineer, disassemble or attempt to find the source code in any other manner (except in cases prescribed by law), sell, assign, sub-license or transfer in any manner whatsoever any right to the Software and Applications
- Alter the content or the Software and Applications in any way or use altered versions of the Software and Applications for purposes including, but not limited to, gaining unauthorized access to the Service
- Access the Service through means other than the interface provided by Desjardins for this purpose
- Use the application site or its content, in whole or in part, for any purpose other than those stated in these terms of use

## **Warranty**

The Service is provided to you "as available." Desjardins disclaims any warranty, express or implied, including, but not limited to, warranties of quality and compatibility of the Service for a particular purpose and the non-violation of the terms of use by Service users.

Desjardins cannot guarantee that:

- The Service will be uninterrupted, available, secure or free from error
- Results obtained while using the Service will be reliable and accurate
- The quality of any product, service, information or other material that you buy or obtain through the Service will meet your expectations
- Any problems in the Software and Applications will be fixed

You alone are responsible for any damage to your computer or loss of data resulting from any download.

## **Limitation of liability**

Under no circumstances will Desjardins be held liable for any direct or indirect damages, including, but not limited to, loss of profit, customers, data or other intangible assets, even if Desjardins has been advised of the possibility of such damages, that may arise from:

1. The use or inability to use the Service
2. Any unauthorized access to the Service by a user or following changes to your submissions or database
3. A third party's conduct while using the Service
4. The loss or theft of IT equipment, including a user's personal computer, mobile device or smartwatch

## **Trademarks**

All information on the application site is protected by copyright law. Users of the application site may copy content for their personal use, but may not redistribute, reproduce, republish, save on any device, retransmit or alter the information contained on the site for commercial purposes without first obtaining permission from Desjardins. Users also may not provide the content for public use without crediting the source.

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## **Miscellaneous**

These terms of use constitute the entire agreement between Desjardins and you, as a user of the application site, for use of the Service. These terms of use replace any previous agreements between you and Desjardins regarding use of the Service. You may also be subject to additional terms of use specific to certain services, third-party content and third-party software. You will be notified of these terms when you access these services, content or software. Desjardins's failure to exercise its rights under these terms of use does not constitute a waiver of these rights. If any provision in these terms of use are deemed invalid by a court decision, the remaining provisions will remain in full force and effect. Section titles are provided for information purposes only.

In addition, the use of certain Desjardins services may require compliance with additional specific rules, conditions, terms or codes of conduct that will be covered in a separate agreement. These rules and codes of conduct are considered an integral part of these terms of use. In the event of any discrepancy between the terms of use and the agreement, the latter will prevail.