

Privacy Policy

Introduction and Acceptance

Welcome to the VirtuAccounting website located at <http://www.virtuacompta.com/> (the "Website") which includes all subdomains present and future, including without limitation the Virtuacompta blog found at <https://www.virtuacompta.com/menu/blogue> (the "Blog"). We hope you enjoy your visit and / or use of the Website. By visiting and / or using the Website you agree to be bound by the terms of the present Privacy Policy (the "Policy").

The Website is owned and operated by GMH Accounting Services Inc., a duly incorporated company in the province of Québec, Canada. Where the present Policy refers to "VirtuAccounting", it may refer to the Website or GMH Accounting Services Inc. (and / or its officers, directors, employees, agents or representatives) or both, depending on the context.

The Policy was last modified on June 27, 2020. VirtuAccounting reserves the right, at any time and without prior notice, to modify or replace any of the Policy. Any changes to the Policy can be found at this URL. It is your responsibility to check the Policy periodically for changes. Your use of the Website following the posting of any changes to the Policy constitutes acceptance of those changes.

The Policy should be read in conjunction with the Terms of Use. as both these documents govern your use of the Website.

In this Policy, a Website visitor or user may be referred to as "you". VirtuAccounting may sometimes be referred to as "we" or "us".

If you have any questions about the Policy, or if you wish to inquire about and / or access any personal information VirtuAccounting holds about you, please contact:

VirtuAccounting Legal Services

legal@virtuacompta.com

or:

GMH Accounting Services Inc. / VirtuAccounting
28 Chemin de la Côté Saint-Louis O.,
Bureau 101
Blainville, QC
J7C 1B8
Canada

General Statement of Privacy and Protection of Personal Information

VirtuAccounting takes your privacy and security of personal information very seriously. We have provided a secure environment and this strict Policy that describes the limited ways the information is used and the limited access to such information.

What Does This Privacy Policy Cover?

This Policy covers the treatment of personally identifiable information ("Personal Information") and other information gathered by VirtuAccounting when you are using or accessing the Website. This Policy also covers VirtuAccounting's treatment of any Personal Information that VirtuAccounting may share with its business partners or other third parties under very limited circumstances.

This Policy does not apply to the general practices and treatment of information (whether personal or not) by third parties that VirtuAccounting does not own or control, including but not limited to any third party websites or services that you elect to access through the Website or via a link from the Website ("Third Party Website"), or to individuals that VirtuAccounting does not manage or employ. While we attempt to facilitate access or link to only to those Third Party Websites that share our respect for your privacy, we cannot take responsibility for the content or privacy policies of those Third Party Websites. We encourage you to carefully review the privacy policies of any Third Party Website you access. We have named and provided links to the most important of these Third Party Websites further in this Policy.

Finally, this Policy does not cover any Personal Information you send to VirtuAccounting via any non-secured mode of communications such as email, instant messenger or Twitter, as communications via these methods may be subject to interception, loss, or alteration. While we welcome your comments, inquiries and suggestions sent to us in this manner, we encourage you to carefully examine what Personal Information you send to VirtuAccounting via these methods.

No Collection of Personal Information as a Matter of Course

VirtuAccounting does not, as a matter of course, gather any of your Personal Information while you are visiting or using the Website, unless you are asked to provide such information, for example by signing up for a Free Assessment. Personal Information is only gathered with your informed consent. Where you have provided Personal Information, it will only be used for the stated purpose, for example to respond to your inquiry.

Security and Encryption of Information

VirtuAccounting uses only industry best practices (physical, electronic and procedural) in keeping any data collected (including Personal Information) secure. In addition, VirtuAccounting uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Website, and these third parties have been selected for their high standards of security, both electronic and physical.

Limited Gathering of Information for Statistical, Analytical and Security Purposes

VirtuAccounting automatically collects certain information using third-party analytics programs [Google Analytics](#) to help us understand how our users use the Website, but none of this information identifies you personally. For example, each time you visit the Website, we automatically collect your IP address, browser and computer type, access times, the web page from which you came, and the web page(s) you access (as applicable). We use information collected in this manner only to better understand your needs and the needs of the Website users in the aggregate. VirtuAccounting also makes use of information gathered for statistical purposes to keep track of the number of visits to the Website and the specific pages on the Website with a view to introducing improvements.

Your IP address and other relevant information may be used in order to trace any fraudulent or criminal activity, or any activity in violation of the Terms of Use.

Non-disclosure of Personal Information to Third Parties

Except as provided in the next paragraph and the next section in this Policy entitled Third Party Services, VirtuAccounting does not divulge any Personal Information gathered via the Website to third parties. Moreover, VirtuAccounting does not sell, rent, trade or license any Personal Information regarding its users to third parties. Only the employees, representatives, subcontractors, officers, agents, or assigns of VirtuAccounting are responsible for the management and development of the Website, and only these individuals have access to the information collected there. These employees, representatives, subcontractors, officers, agents or assigns all have been instructed to comply with the Policy.

Notwithstanding anything in the Policy to the contrary, we may share any information we have collected about you or that you have submitted: (1) in response to subpoenas, court orders, or legal process, or to establish, protect, or exercise our legal rights or defend against legal claims or demands; (2) if we believe it is necessary in order to investigate, prevent, or take action regarding illegal activities, fraud, or situations involving potential threats to the safety of any person, or any violation of the Terms of Use; (3) if we believe it is necessary to investigate, prevent, or take action regarding situations that involve abuse of the Website infrastructure or the Internet in general (such as voluminous spamming, denial of service attacks, or attempts to compromise the security of the Website infrastructure or the Website generally); (4) to a parent company, subsidiaries, joint ventures, or other companies under common control with VirtuAccounting (in which case we will require such entities to honour this Policy); (5) if VirtuAccounting is acquired by or merged with another entity (in which case we will require such entity to assume our obligations under this Policy, or inform you that you are covered by a new privacy policy).

Third Party Services

VirtuAccounting uses certain third party services in order to augment the Website. Personal information may be transferred from VirtuAccounting to these third party services, but only to the extent required in order for them to function properly, and only upon your express submission of such information. These third party services include Facebook, Instagram, LinkedIn, Practice and Planable for sharing of content, specifically Blog and Articles posts. If

you are not already logged in to these third party services, your Personal Information required to log in to those accounts is transferred securely from VirtuAccounting to the third party services. When your Personal Information is transferred to these third party services, it is covered by their respective privacy policies, which we encourage you to read.

In addition, VirtuAccounting uses certain third party services to add functionalities to the Website. Personal information may be transferred from VirtuAccounting to these third party services, but only to the extent required in order for them to function properly, and only upon your express submission of such information. These third parties include 1) Microklima, a-all-included webmaster database for our website, 2) Practice Ignition, a proposal software, we use this web-application to manage our clients' contracts and we store your email addressee and billing information for that purpose. All VirtuAccounting's email activities are in compliance with Canada's Anti-Spam Legislation ("CASL", S.C. 2010, c. 23). VirtuAccounting uses Planable to send out their newsletter, and we store your email address with Planable for that purpose.

The third party services listed in this section are currently the only third party services used on the Website at the present time. However, VirtuAccounting reserves the right to add additional third party services in the future. In the event we add third party services, this section will be updated accordingly.

Access and Deletion of Personal Information

If you wish to review the Personal Information VirtuAccounting holds about you, and / or have all your Personal Information permanently deleted from our records, please contact us at the contact information further up in this Policy.

Tracking Technology ("Cookies")

VirtuAccounting may use tracking technology ("cookies") on the Website and by using the Website you agree to their use. Cookies are small text files placed on your hard drive when you visit a website, in order to track use of the site and to improve the user experience by storing certain data on your computer. The Website uses "session cookies," which improve your user experience by storing certain information from your current visit on your computer. Other cookies are also used, for example to store your email address or other information (such as your name) in certain form fields so it does not have to be re-entered in other forms.

Your browser can be set to refuse cookies or delete them after they have been stored. Please refer to your browser's help section for instructions. Please note that deleting these cookies may reduce your user experience on the Website by requiring you to re-enter certain information, such as your email address. VirtuAccounting shall not be held responsible for any function that may not operate after you delete cookies, or any damages (pecuniary or otherwise) arising from those functions not operating or having reduced functionality.

Risks Associated with the Internet

Despite VirtuAccounting's best efforts to ensure that third parties will not access or obtain your Personal Information through your use of the Website, complete confidentiality and security cannot currently be guaranteed on the Internet. Communication via the Internet is subject to interception, loss, or alteration. You acknowledge and agree that VirtuAccounting

cannot be held responsible for damages resulting from the transmission of confidential information or Personal Information over the Internet and that such communications are at your own risk.

Limitation of Liability

VirtuAccounting, and / or its respective officers, directors, owners, officials, partners, partnerships, principals, employees, affiliates and other related entities, servants, agents, representatives, successors and assigns, will not be held liable for any damages, direct or indirect, pecuniary or otherwise, resulting from the misuse of any information collected by any third party, or any misuse of any information collected through the Website not in violation of the Policy.

Compliance with Privacy Laws

This Policy and VirtuAccounting's practices in general are designed to be in compliance with Canada's *Personal Information Protection and Electronic Documents Act* ("PIPEDA", S.C. 2000, c. 5) and Quebec's *An Act Respecting the Protection Of Personal Information in the Private Sector* (R.S.Q. c. P-39.1). If you have any questions regarding this compliance, please contact us using the contact information further up in this Policy.

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Terms of Use

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VirtuAccounting Legal Services

legal@virtuacompta.com

or:

GMH Accounting Services Inc. / VirtuAccounting
28 Chemin de la Côté Saint-Louis O.,
Bureau 101
Blainville, QC
J7C 1B8
Canada

General Code of Conduct for Use of the Website

By visiting and / or using the Website, you agree to:

1. Not use the Website in any manner that in any way violates these TOU;
2. Not use the Website in any manner that violates any intellectual property rights of any third party;
3. Not use the Website in any manner to propagate spam, including but not limited to unsolicited advertising or bulk electronic mail or messages, including to link to a spam or phishing website;
4. Not use the Website in any manner to propagate software viruses, Trojan horses, worms, or any other malicious or non-malicious computer code, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment in any form whether belonging to VirtuAccounting or a third party, or to damage or obtain unauthorized access to any system, data, password or other information (whether Personal Information or not) of VirtuAccounting or any other third party;
5. Not: (1) take any action that imposes or may impose (as determined by VirtuAccounting in its sole discretion) an unreasonable or disproportionately large load on VirtuAccounting's (or its third party providers') infrastructures; (2) interfere or attempt to interfere with the proper functioning of the Website or any activities conducted on the Website; (3) bypass any measures VirtuAccounting may use to prevent or restrict access to the Website or any element thereof; (4) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Website; or (5) harvest or scrape any content from the Website in an unreasonable manner;
6. Use the Website in compliance with all applicable local, state / provincial, national, and international laws.

No Offer to Contract

The Website features descriptions of services offered by VirtuAccounting, and various [packages](#) of services available (hereinafter "Plans"). These descriptions of services and Plans are for information purposes only and shall in no way constitute a formal offer to contract from VirtuAccounting to perform the services or offer the Plans for a particular price. A formal offer to contract (in the form of an engagement letter) which describes services and / or Plans for a particular price is only available directly from VirtuAccounting after you participate in a free assessment and any other discussions or procedures required by VirtuAccounting to determine your needs for services (the "Free Assessment").

Once VirtuAccounting has completed your Free Assessment, we will send you a formal engagement letter that outlines the services and / or Plans that are suitable for your needs and the price for these services and / or Plans, as well as any other modalities we deem necessary. The engagement letter may be available by email, written letter or electronically, or some combination thereof. Your acceptance of the engagement letter shall constitute formation of a contract between you and VirtuAccounting, and shall govern your relationship with VirtuAccounting, superseding any aspect of the present TOU as required.

Financial and Accounting Information on the Website

You acknowledge that from time to time, VirtuAccounting may include on the Website information of a financial and / or accounting nature, particularly on the Blog. This financial and / or accounting information is intended for information purposes only and is in no way intended to be acted upon by you without consulting a professional financial or accounting advisor.

Without limiting the generality of the Disclaimer of Warranties found further in these TOU, in no way shall VirtuAccounting shall be liable under any theory of law or equity, for any loss or damage, pecuniary or otherwise, direct or indirect, arising from your use of the financial or accounting information available on the Website.

External Links

From time to time VirtuAccounting may provide links to other websites or services. Links from the Website may take you to websites or services not covered by these TOU. When you access third party resources on the Internet in this manner, you do so at your own risk. VirtuAccounting provides those links as a convenience to you and VirtuAccounting takes no responsibility for your use of those other websites or services or protection of your privacy (including collection of your personal information) on those other websites or services. We encourage you to check the Terms of Use and / or Privacy Policy of any website or service you visit.

VirtuAccounting does not make any claim or warranty whatsoever about the content of those websites or services to which we link, or any products or services available through those third parties. Without limiting the generality of the foregoing, we have linked to several accounting services and / or software sites. While VirtuAccounting acknowledges that generally we would recommend these services and / or software, we make absolutely no claim or warranty that they are appropriate for your particular business or use. Recommendations for your use of these services and / or software may be made after your Assessment.

In no way will VirtuAccounting be held responsible for any damages, direct or indirect, pecuniary or non-pecuniary: (1) for your use of websites or other services that may be

linked to from the Website or the information thereon; (2) for any virus, Trojan horse, worm or other similar destructive file received as a result of your use of those websites or services; (3) caused by or in connection with, use of or reliance on any content, or products or services (whether free or for purchase) available on or through any linked-to website or service; or (4) for the actions of the operators of any such website or service.

Copyright and Intellectual Property Rights

The content, arrangement and layout of the Website, including, but not limited to, the trademarks, photos, logos, videos, audio, images, text (in the form of plain text, HTML, or PDFs) and computer code are proprietary to VirtuAccounting, either owned or under license, and may not be copied, imitated, reproduced, displayed, distributed, transmitted, decompiled or otherwise used without the express permission of VirtuAccounting, or as permitted by the functionality of the Website. Any unauthorized use of the content, arrangement or layout of the Website, computer code, images, logos, videos, audio or trademarks found in the Website or any derivative works thereof may violate civil or criminal laws, including but not limited to intellectual property laws, and VirtuAccounting may take action accordingly.

The above paragraph further applies to third party property used as part of the Website, including but not limited to third party computer code. For the purposes of the present section, "computer code" includes source code, frameworks, CSS or JavaScript files, templates, modules, or any similar files.

You may choose to communicate to VirtuAccounting comments or suggestions for improvements to the Website (collectively, "Feedback"). VirtuAccounting shall own all right, title, and interest in and to the Feedback and we shall be entitled to use the Feedback without restriction. You hereby irrevocably assign all right, title and interest in and to the Feedback to VirtuAccounting, its successors and assigns and waive all your moral rights in the Feedback. You acknowledge and agree that: (i) your Feedback does not contain confidential or proprietary information; (ii) VirtuAccounting is not under any obligation of confidentiality, express or implied, with respect to the Feedback; (iii) VirtuAccounting shall be entitled to use or disclose (or choose not to use or disclose) such Feedback for any purpose, in any way, in any media worldwide; (iv) VirtuAccounting may have something similar to the Feedback already under consideration or in development; and (v) you are not entitled to any compensation for the Feedback or reimbursement of any kind from VirtuAccounting under any circumstances.

Interruption of Service

From time to time, the Website may be unavailable for brief periods of time for maintenance and / or modifications to the Website. While we will endeavour to make

this unavailability as brief as possible, VirtuAccounting shall not be held liable for any damages, pecuniary or non-pecuniary, resulting from the interruption of the normal functioning of the Website, and disclaims any responsibility thereto.

Termination of the Website

You agree that VirtuAccounting, in their sole discretion, with or without cause, has the right (but not the obligation) to block your IP address, or otherwise terminate your access to or use of the Website (or any part thereof), immediately and without notice, for any reason, including, without limitation, if VirtuAccounting believes that you have acted inconsistently with the letter or spirit of the TOU.

VirtuAccounting may also, in their sole discretion and at any time, discontinue providing the Website, or any part thereof, with or without notice. Furthermore, you agree that the VirtuAccounting shall not be liable to you or any third party for any damages, pecuniary or non-pecuniary, resulting from termination of your access to the Website, or from VirtuAccounting's termination of the Website or any part thereof.

All provisions of these TOU which by their nature should survive termination, shall survive termination of the Website, including without limitation, intellectual property ownership provisions, disclaimers, indemnity and limitations of liability.

Disclaimer of Warranties

You expressly understand and agree that your use of the Website, the information thereon (whether provided by VirtuAccounting or third parties), or any activity arising from the use of the Website or the information thereon is at your sole risk. The Website, or any third party materials, are provided on an "as is" and "as available" basis, and you will be solely responsible for any damage to your computer system or loss of data that results from the download, stream or access of any material obtained through the use of the Website or any other functionalities of the Website, or damages (financial or otherwise) resulting from your use of the Website, the information thereon, or any activity arising from the use of the Website or the information thereon.

The information or resources provided through the Website, written or produced by VirtuAccounting staff, freelance writers or other subcontractors (whether paid or voluntary) are known to be as accurate as possible at the time of writing or production, and every effort has been made to ensure that the information from the Website is as accurate and up-to-date as possible. However, certain information may change, and errors or omissions may occur, and VirtuAccounting shall not be responsible for any loss or damage, financial or otherwise, resulting from changes or errors in information, or any omission, on the Website.

VirtuAccounting expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, warranties of title and non-infringement,

warranties that the Website and any third party materials will be uninterrupted, error-free, accurate, reliable and free from virus and other harmful components, and the implied warranties of merchantability and fitness for a particular purpose. VirtuAccounting, and its directors, employees, agents, suppliers, partners and subcontractors (whether paid or voluntary) do not warrant that: (i) the Website will be secure or available at any particular time or location; (ii) any defects or errors or omissions will be corrected; (iii) any content or software available at or through the Website is free of viruses or other harmful components; or (iv) the results of using the Website will meet your requirements.

Limitation Of Liability

You expressly understand and agree that VirtuAccounting and / or its partners shall not be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, in contract, tort, strict liability, negligence, general civil liability or any other cause of action under legal or equitable theory, relating to the Website, the information on the Website, the use of the Website, activities arising from your use of the Website, your submission of any information (including Personal Information) to the Website, or any third party materials on the Website. This limitation of liability applies, without limitation, to any damages or injury caused by any error, omission or other failure of performance by VirtuAccounting, its affiliates, business partners, agents or other subcontractors (whether paid or voluntary); any interruption, defect or delay in operation or transmission, including communication line failure; any computer virus; and any theft, destruction or alteration of, or unauthorized access to or use of, any electronic records.

Indemnity

Notwithstanding any other term of the TOU or any act or failure to act by VirtuAccounting or its agents or subcontractors (whether paid or voluntary), you agree to indemnify, defend and hold harmless VirtuAccounting and its officers, directors, owners, partners, partnerships, principals, employees, affiliates and other related entities, servants, agents, representatives, successors, assigns and subcontractors where applicable (whether paid or voluntary) from and against any damages, liabilities, costs and expenses (including attorneys' fees), claims or demands, arising out of (i) your use of or connection to the Website or the information or products thereon; (ii) your participation in any activities arising from the Website or the information thereon; (iii) your violation of, or failure to perform your obligations under the TOU; or (iv) your violation of any rights of a third party.

Governing Laws and Jurisdiction

Use of the Website shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada, in force at the time without regard to conflict of law provisions. You agree that any legal action or proceeding between you and VirtuAccounting shall be brought exclusively in the courts located in the judicial district of Montreal or Saint-Jerome, Quebec, Canada.

Miscellaneous Provisions

1. The TOU, in conjunction with the Privacy Policy, constitute the entire agreement between you and VirtuAccounting with respect to your use of the Website, superseding any prior agreements between you and VirtuAccounting.
2. VirtuAccounting shall not be liable for any failure to perform its obligations under the present TOU where such failure results from any cause beyond VirtuAccounting's reasonable control, including, but not limited to, mechanical, electronic or communications failure or degradation.
3. If any provision of the TOU or Privacy Policy is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU or Privacy Policy, as the case may be, shall remain in full force and effect.
4. The parties acknowledge having expressly required that the TOU and the Privacy Policy are to be drawn up in the English language. Les parties aux présentes reconnaissent avoir expressément exigé que les présentes Conditions d'utilisation et la Politique de confidentialité soient rédigées en anglais Any other language versions of the TOU or the Privacy Policy are provided for information purposes and convenience only and may not be 100% accurate. In case of discrepancy between the English and any other language version of the TOU or the Privacy Policy, you agree that the English language version shall be the controlling version.
5. The section titles in the TOU and Privacy Policy are for convenience only and have no legal or contractual effect.