

Fax: 514 842-5357  
 E-Mail: abonnements@soquij.qc.ca  
 Website: soquij.qc.ca  
 Phone: 514-842-8745

**CUSTOMER DETAILS**

SOQUIJ CUSTOMER NUMBER (IF KNOWN)

FAMILY NAME	GIVEN NAME	PROFESSION
COMPANY NAME	INDUSTRY	NUMBER OF ATTORNEYS
ADDRESS	CITY	PROVINCE
TELEPHONE	FAX	E-MAIL
		POSTAL CODE

I have read and understood the SOQUIJ Portal user licence, and I accept all the conditions. I authorize SOQUIJ to open an account in my name and I agree to provide additional information if necessary.

I understand that obtaining an SOQUIJ Portal access code means that monthly fees will be charged to this account in addition to documentation consultation fees.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**CHARGES**

The charges for the SOQUIJ Portal include subscription fees and consultation fees.

**SUBSCRIPTION**

Your SOQUIJ Portal subscription entitles you to an access code for our databanks. A monthly fee of \$15 will be charged for each code, to a maximum of \$GJ€.

Each access code entitles you to free training on services. All additional access codes will be free of charge.

**CONSULTATION**

Fees are based on the number of documents consulted during a search. A number of fee packages are available to fit your needs, depending on your situation.

**For more details, visit [soquij.qc.ca/tous-tarifs](http://soquij.qc.ca/tous-tarifs) or contact our customer service department at 514 842-8745 or toll free at 1 800 363-6718.**

**ACCESS**

**NUMBER OF ACCESS CODES REQUESTED**

Your code(s) must consist of 4 to 12 alphanumeric characters, with no accents. You will receive a confidential password by e-mail within 48 hours. You may then change this password if you wish.

ACCESS CODE(S)*	CONTACT NAME	E-MAIL
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____
4 _____	_____	_____
5 _____	_____	_____

\* SOQUIJ reserves the right to refuse any proposed access codes.

**SERVICES INCLUDED**

- Recherche juridique
- Plumitifs
- Plumitifs: cours municipales
- CCQ Baudouin Renaud
- Alter Ego - Code de procédure civile du Québec

**CONSULTATION MANAGEMENT SERVICE**

Our consultation management service lets you keep track of the cost of your search sessions through reports based on criteria you define yourself.

This information can be obtained on the day following your SOQUIJ Portal search session.

For further information on this service, please contact our user support service at **514 842-, +( )** or **%,\$\$''\*\*!\*+%`** or **aide@soquij.qc.ca**.

## PAYMENT AUTHORIZATION

I hereby authorize SOQUIJ to deduct fixed monthly fees related to access codes(\$15.00 percode), as well as any applicable PORTAIL SOQUIJ consultation fees, plus tax, by electronic fund transfer from the following credit card:

CARD Type

VISA

MASTERCARD

CARD No.

Card Verification Digits :

The Card Validation Digits are the digits found on the signature line on the back of the card (and in some cases on the front)

EXPIRY DATE

MONTH

YEAR

CARDHOLDER NAME

SIGNATURE

## PORTAIL SOQUIJ USER LICENCE

Amendment to clause 9, Consent, to add highly personalized products or services by using artificial intelligence solutions.

### 1. Right to Use

Subject to the terms and conditions of access, any relevant charges, and the Services offered according to your subscription to the Portail SOQUIJ (Services for [professionals](#), [bailiffs](#), [clerks](#), [students](#), [professors](#) or [other faculty](#)), you are hereby granted the non-exclusive, non-transferable and limited right to query and consult the Services of the Portail SOQUIJ. You alone have the right to use the access code issued to you by SOQUIJ, and you may use it solely for the purposes stated on the Portail SOQUIJ at the time of your subscription. No other use or consultation on behalf of a third party (for instance, another law firm) is authorized by this Licence.

Any use other than that authorized by your subscription to the Portail SOQUIJ (see above) must be authorized by SOQUIJ.

For the Plug-in Services, this right includes the non-transferrable right:

- to download and install the Plugin (at least the penultimate version),
- to reproduce, publish, distribute, and communicate to the public by any means, in whole or in part, for your own needs, the case law, commentary, and legislative citations taken from SOQUIJ's databanks of authorities and inserted into the document of the Authorized User and the documents available in electronic format by hyperlink, on the condition that the content is not modified;

Nothing in the foregoing authorizes you or your authorized users to reproduce the entirety of SOQUIJ's databanks of authorities or to sublicense to a third party.

Regarding the other services, this right includes the right to print documents retrieved through searches or save them for a limited time for your own purposes. The Services provided in e-book format may be saved on your intranet or extranet. Any reproduction of this material must identify its source.

### 2. Limitations on the Right to Use

Subject to the specific conditions set out in the section to which you are subscribed or to a written agreement with SOQUIJ to such effect, the following actions are prohibited:

- Any translation, subject to the final paragraph of this clause;
- Any transmission to a third party (for example, by forwarding the content of your Express or the documents obtained through your searches to a non-subscriber or an unauthorized user), public representation or communication to the public for the purposes of telecommunication, by any means; and
- Any reproduction, adaptation, use, saving, download, publication, or storage for purposes other than those stated on the Portail SOQUIJ (see Permitted uses of Services for [professionals](#), [bailiffs](#), [clerks](#), [students](#), [professors](#) or [other faculty](#) by any means and in any medium whatsoever, of all or part of the data, summaries, full texts, annotations, statutes,

information from court registries, SOQUIJ's databanks of authorities, or other content available through the Services;

Any decompilation or disassembly of the tools used for the Services, including plug-ins, software, algorithms, etc., their reverse engineering, or the creation or production of derived products;

The following actions are also prohibited:

Resale by unit, in whole or in part or in the form of compilation, of data, including in particular the contents of the databanks of authorities belonging to SOQUIJ, summaries, annotations, alerts, statutes, information from court registries or other contents of the Service, or the exploitation, commercial or not, of the plugins or technology belonging to SOQUIJ or allowing a third party to do same. Without limiting the generality of the foregoing, the commercial use of documents and contents retrieved from the Portail SOQUIJ Services, whether or not such use is for profit, is prohibited; and

The creation of databases permitting retrieval by keyword of the summaries, full texts, annotations, alerts, statutes, data, information from court registries, databanks of authorities, or other content available through the Services.

This licence is granted without territorial limits and for the duration of this Agreement.

Any consideration for the licence granted under this Agreement is included in the amount specified in clause 13.

In addition, in all cases, modifying the contents through addition, deletion, or in any other manner, or removing the name or logo of SOQUIJ or its partners is strictly prohibited, subject to the following.

Using automated translation tools can provide a general idea of the contents of a document or judgment or of the contents of a website in a given language. However, because SOQUIJ has no control over these translation tools or the quality of the translation, any use of these tools is at the user's risk. Consequently, the use for public or private purposes of a page, text, judgment, or document from the SOQUIJ site that has first been translated by any such tool is prohibited if the said page, text, judgment, or document contains the SOQUIJ logo, the URL address of its site, or any other indication that might suggest to anyone that the translated text comes from SOQUIJ.

### **3. Improper Use**

You agree not to use the Portail SOQUIJ Services improperly or in a manner contrary to normal use. Moreover, the use of any system or mechanism enabling the external indexation of the Services, including robots, spiders, or other automatic indexation or downloading tools, is prohibited. SOQUIJ reserves the right to block, at its discretion and without prior notice, the Portail SOQUIJ access codes of any user who improperly or illegally uses the Portail SOQUIJ or uses it in a manner contrary to this Licence.

SOQUIJ reserves the right to audit your use of the Services. Failure to cooperate with such verification incurs the immediate suspension or resiliation of the right granted under this Licence.

### **4. Disclaimer**

SOQUIJ, its partners, and its information and service providers make no representations and in no way guarantee that the content of or access to the Portail SOQUIJ is exhaustive, reliable, accurate, free from errors or defects, without delay, uninterrupted, punctual, free from computer viruses or other harmful elements, or that any problems of this nature that may occur will be corrected.

SOQUIJ, its partners, and its information and service providers cannot be held liable for any damage whatsoever, including any direct, indirect, incidental, special, consequential, exemplary, or punitive damage arising from the Services, their content, or their tools, or from access to or use of the Services, their content, or their tools. Without limiting the generality of the foregoing, SOQUIJ, its partners, and its providers cannot be held liable for any damage or loss caused to the subscriber's computer records or data, regardless of the reason, including viruses or other intrusive, disruptive, or destructive programs or files, or for any loss of profit or income.

## **5. Ownership**

The contents, information, or data, including the selection of judgments, summaries, full texts, annotations, statutes, information from court registries, alerts, their structure, organization and compilation, the user interface, the classification scheme, the databanks of authorities, and any other information, data, HTML pages, trade-marks, patents, and trade secrets in these features or anything else available through the Portail SOQUIJ and the Services are the property of SOQUIJ, its partners or its providers, and are protected by intellectual property and copyright legislation, and the relevant international treaties. Accordingly, you hereby recognize that all intellectual property rights belong to SOQUIJ, its partners or its providers, and you will treat them as you would any copyrighted work, subject to what is expressly permitted herein.

Some of the data provided by SOQUIJ concerning judgments of the Federal Court, the Federal Court of Appeal, and the Tax Court of Canada incorporate data from the Lexum compilation of legal information, which is subject to the [Creative Commons 2.5 Canada \(CC-by\)](#) licence.

## **6. Access codes and passwords**

Access codes and passwords are confidential. You are therefore responsible for any use, fraudulent or not, that occurs with your access code.

## 7. Resiliation

Subscribers may at any time waive the right granted herein by giving SOQUIJ written notice to this effect. Upon receiving such notice, SOQUIJ will deactivate all relevant access codes.

In addition, the right to use granted herein will be withdrawn in the event of non-compliance with any of the clauses of this Licence, including, in particular, improper use. In such a case, all of your access codes will automatically be deactivated.

## 8. Amendments

The terms and conditions of access, the rates, if applicable, and the Services offered may be amended upon simple written notice detailing the nature and effective date of such amendment. The notice will be sent to the email address you provided upon subscription, sent by mail, or posted on the Portail SOQUIJ home page. You are deemed to have accepted the amended terms if you continue to use the Portail SOQUIJ Services after the notice has been issued or published.

Upon amendment of the terms of the User Licence, all users will be prompted to accept the new terms before continuing to use the Services offered by SOQUIJ.

## 9. Consent and personal information

Upon your subscription to the Portail SOQUIJ, SOQUIJ collects certain data from you, including your name and type of business or profession, your contact information, and any other information referred to in the Portail SOQUIJ.

When you perform a search in the Portail SOQUIJ, the following information is gathered:

- Your access code and password;
- Your domain name and IP address;
- Your operating system;
- Your online activity;
- The date and time you signed on;
- The name of the document sought;
- Your HTTP status code; and
- Your transactions.

All of this information will be used to facilitate your interactions with SOQUIJ or to offer you highly personalized products and services by using artificial intelligence solutions. Some of this information may also be used for the purposes of investigation, research, assessment, advertising, and surveys.

**By using the Portail SOQUIJ services, you acknowledge that you have been informed that the personal information you thus provide to SOQUIJ will be used to facilitate your interactions with SOQUIJ and that, when necessary, it may be available to SOQUIJ's employees, partners or mandataries in the performance of their duties and for purposes directly related to this licence.**

This acceptance includes any authorization required under any statute respecting the protection of personal information or privacy in force in Quebec and anywhere in Canada.

Moreover, by subscribing, you expressly authorize us to send you email messages to the email addresses you have provided in your subscription form.

You may request that your name and email address be removed from the commercial prospecting list or the Infolettre SOQUIJ newsletter and occasional communications mailing list at any time by making a verbal or written request to this effect to SOQUIJ Customer Service. The contact information for SOQUIJ Customer Service can be found on your client account statement, on the website, or in any emails you have received from us (unsubscribe link).

SOQUIJ may save the information that it has about you in its records for as long as necessary for the purposes described above, even if you cease using its services.

The information you provide to SOQUIJ at any time will be complete and accurate, and you will not conceal any important information. You undertake to inform SOQUIJ promptly of any change in the personal information you have provided.

Any requests to access or change personal information are to be addressed to SOQUIJ Customer Service, where client files are kept.

Regarding personal information contained in the documents disseminated by SOQUIJ, please consult the [Access to Information](#) section of the Policies and Conditions of Use of the SOQUIJ site ([www.soquij.qc.ca](http://www.soquij.qc.ca)).

## **10. Applicable law**

In the event of a dispute with respect to any aspect of this Licence, the parties expressly agree that the courts of competent jurisdiction in the district of Montreal, Quebec, Canada, have jurisdiction. This Licence is governed by and interpreted in accordance with the applicable laws of the Province of Quebec and Canada.

February 2019