

Terms and confidentiality

Confidentiality Policy

This Confidentiality Policy (the "**Confidentiality Policy**") sets forth the terms and conditions relating to the confidentiality and protection of personal information collected through this Website operated by the Héma-Québec Foundation (the "**Website**" and the "**HQF**"). It is an integral part of the General Terms of Use posted on the Website and is complementary to the HQF's [Privacy Policy](#) (only in French).

Who does the Confidentiality Policy apply to?

It applies to everyone who browses the Website. By choosing to browse the Website and voluntarily filling out a form with your personal information, you consent to the collection, use and disclosure of your personal information in accordance with this Confidentiality Policy and the HQF's [Privacy Policy](#).

The Confidentiality Policy does not apply to third-party websites, including those that may be accessed through links on our Website. If you do visit a third-party website, its own policies shall apply, and we encourage you to review them before submitting any personal information.

Who collects your personal information?

The HQF collects your personal information as necessary to fulfill its mission of giving the gift of life by funding Héma-Québec's innovative and strategic projects, which aim to build a better future together for generations of recipients in Québec and their families.

The HQF also uses certain advertising analysis and targeting tools on the Website, such as Google Analytics, Google Ads, Google Ad Grants and the Facebook pixel, which allow Google and Meta to collect, with your consent, personal information about your use of the Website. For more information about the personal information Google collects and how it is used, please read Google's [Privacy Policy and Terms of Use](#). For more information on the personal information collected by the Facebook pixel and its use, please read its [Privacy Policy](#).

What personal information do we collect?

When you use the Website, the HQF may collect the following personal information:

- Identifying information (contact details, e-mail and postal addresses, telephone numbers, etc.);
- Information about your opinions and preferences (language, type of donation, comments, etc.);
- Information about your devices (IP address, geographic location, browser type and version, device type and operating system, etc.);

- Information about your browsing preferences and habits (date and time of access to the Website, pages viewed, activities on Website pages, name and address of the search engine that led you to the Website and any other information about your browsing habits); and
- Information related to your credit card when you make a purchase or a donation through the Website.

Why do we collect your personal information?

The HQF collects your personal information for the following purposes:

- To communicate with you;
- To confirm the status of your order or payment;
- To respond to an information request;
- To solicit your support as a donor or promote participation in HQF activities;
- To process and manage your donations;
- To handle your requests (information, address changes, event registration, etc.);
- To improve the user experience (verify and maintain the Website's performance and functionalities, understand and analyze Website usage trends, offer personalized settings, etc.);
- To conduct targeted advertising;
- To produce analyses and statistics;
- To ensure compliance with legal and regulatory obligations; and
- For any other purpose permitted by law or to which you consent.

Who within the HQF has access to your personal information?

Only authorized HQF staff members and consultants have access to your personal information, and solely when it is necessary to carry out their duties, for the purposes mentioned above.

With whom do we share your personal information?

The HQF is committed to respecting the confidentiality of the personal information it collects. As such, it does not share or sell personal information to third parties for commercial or philanthropic solicitation purposes. Any such disclosure will only be made with your prior and express consent.

In the course of its activities, the HQF may, in accordance with applicable legislation, share your personal information with third-party service providers with whom it contracts to fulfill its needs, in particular for data hosting and online payment processing.

When the HQF discloses personal information to a third party it mandates or to whom it entrusts a service contract, it takes the necessary measures to adequately protect the disclosed information, notably by adopting specific contractual safeguards. Furthermore, if the third party is located or if information can be communicated outside Québec, the HQF will conduct a privacy impact assessment prior to disclosing the information.

Personal information provided for an online payment processed and administered by a third party's banking solutions, directly on that provider's website, may be governed by that provider's own privacy policy.

How do we collect your personal information?

The HQF collects your personal information by the following means:

Forms

These are the various forms you voluntarily complete on the Website, for example to make a donation, register for an activity, organize an event, subscribe to our newsletter, request information, request a change of address, etc.

Cookies

The HQF collects certain information through cookies and other tracking technologies (collectively, "**cookies**") when you browse the Website. Cookies are small text files containing a unique identification number that are automatically deposited on a visitor's computer. You can choose whether or not to enable some of these cookies when you log on to the Website and change your preferences by visiting the Settings section in the footer of the Website.

The HQF uses four types of cookies:

Strictly necessary cookies (always active)

These cookies are necessary for the operation of the Website and cannot be deactivated in HQF's systems. They are generally set in response to actions you perform that constitute a request for services, such as setting your privacy preferences, logging in or filling out forms. You can set your browser to block or inform you of the existence of these cookies, but some parts of the Website may be affected. These cookies do not store any personal information.

Performance cookies

These cookies are important because they allow the HQF to monitor the performance of the Website's pages and content in order to offer you a quality experience. They make it possible to know the number of visitors, where traffic comes from and how the Website is used. Thanks to this data, the HQF can analyze what you, as a visitor, look for and consult on the Website, with a view to improving content and better meeting your needs. We recommend that you do not deactivate these cookies, but if you wish to do so, your browsing experience will not be affected.

Functionality/customization cookies

Personalization cookies allow you to configure your browsing preferences on the Website, such as language and region. If you deactivate them, the HQF will not be able to save these preferences for your next visit.

Cookies for targeted advertising

Targeted advertising cookies allow other sites to show you ads related to your interests when you browse away from the Website. If you disable these cookies, you will continue to see advertisements, but they will be less relevant for you.

How do we protect your personal information?

Your personal information is confidential. The HQF implements appropriate physical (e.g., access control), technical (e.g., secure workstations and mobile devices, authentication management) and organizational (e.g., governance rules, employee training and awareness) security measures to ensure that only authorized persons have access to it.

Employees who have custody of files containing personal information must respect the security measures implemented by the HQF to ensure their confidentiality.

What are your rights?

You have the following rights:

- The right to access your personal information;
- The right to have your personal information corrected; and
- To the extent applicable, the right to withdraw your consent to the use or disclosure of your personal information.

If you have any questions regarding the protection of your personal information, or if you wish to exercise your rights or file a complaint, you may contact the Privacy Officer, Mr. Sébastien Gignac, at the following address: Responsable.Acces@hema-quebec.qc.ca.

Interpretation

In the event of a discrepancy between the different language versions of this Confidentiality Policy, the French version shall prevail.

The headings introducing the various provisions of this Confidentiality Policy are inserted solely to facilitate reading and may not be used to interpret them.

In the event of a discrepancy between any of the terms set forth in this Confidentiality Policy and a specific term set forth on a page of the Website with respect to a particular piece of personal information, the specific term shall prevail.

Entry into force

This Confidentiality Policy takes effect on June 30, 2025.

General Terms of Use

The following terms and conditions (the "**Terms**" or "**Terms of Use**") constitute the terms and conditions of use of the Website operated by the HQF. By accessing, browsing or otherwise using the Website in any way, you accept, without limitation or qualification, these Terms of Use and agree to be bound by them. **If you do not accept these Terms or disagree with any of them, please do not use the Website.**

Intellectual Property

Unless otherwise indicated, all content on the Website (including but not limited to texts, images, videos, articles, photographs, documents, brochures, forms, tools, etc.) (hereinafter the "**Content**") is the property of the HQF. The Content is protected by copyright laws and may not be copied, used, reproduced, republished, distributed, modified or communicated, in whole or in part, in any form whatsoever, except as expressly provided in the Terms, without the prior written consent of the HQF.

Trademarks, service marks, names and logos displayed on the Website, whether registered or not, may not be used without the prior written consent of the HQF.

Without limiting the generality of the foregoing, the domain name <https://fondation.hema-quebec.qc.ca> is the exclusive property of the HQF. No usurpation of the domain name through hyperlinking, framing, or registration of related domain names is authorized and will not be tolerated.

Use of Content

The HQF grants you a non-exclusive, non-transferable, limited license to access, display, print and download the pages of the Website for your personal use for educational or informational purposes only. Any use of the Content for commercial purposes is prohibited. With the exception of downloading or printing a copy of any page or using the Content for your own personal use and in the manner indicated, you may not sell, distribute, publish, broadcast, post, modify, index in a database, include or copy in a website, copy, reproduce or reuse in any way the Content of the Website, including, without limitation, the text, images, sound or any video document, without having obtained the prior written consent of the HQF. Under no circumstances may you modify or alter any page of the Website. Any permitted reproduction of any Content on the Website, in any form whatsoever, must contain a notice indicating that the intellectual property rights belong to the HQF.

You may use a scanning engine to browse the Website only in accordance with the robots.txt protocol used by this Website. The HQF may, at its sole discretion and without notice, block any scanning engine.

Links to HQF Website

The HQF only authorizes links to this Website if they :

- do not create frames around pages or use other techniques that alter in any way the visual presentation or appearance of the Content;

- do not misrepresent your relationship with the HQF;
- does not imply or suggest that the HQF approves or recommends in any way your company, your website, your services or product offerings, or your opinions of any kind;
- do not convey false or misleading impressions about the HQF, or otherwise harm the clientele associated with HQF's name or trademarks.

You further agree that the HQF may at any time, in its sole discretion, terminate your permission to link to this Website. In such event, you agree to immediately remove all links to this Website and to cease all related use of the HQF's trademarks.

Links and References - Third-party websites

The Website may contain links or references to websites operated by third parties. The existence of such links in no way constitutes an endorsement of the websites concerned or their content, and the HQF is not responsible for them. It may remove or modify, at its sole discretion, any link or reference appearing on its Website. When you access a website not owned or controlled by the HQF, whether or not it displays the HQF logo, please understand that it is independent from the HQF and that the HQF has no control over its content. It is your responsibility to take the necessary precautions.

Warranties

Your use of the Website and the Content is at your own risk. The HQF makes no representations or warranties of any kind, express, statutory, or implied, with respect to the Website and its Content. The HQF does not warrant that its Website will continue to operate, that it will be current, that it will operate without interruption or that it will be error-free. The HQF makes no representations regarding the use or the results that may be obtained from the use of the Content offered on its Website in terms of its reliability, accuracy or appropriateness.

Without limiting the generality of the foregoing, certain statements made on the HQF's Website may constitute forward-looking statements that may not result in the expected outcome. The HQF offers no guarantee and assumes no responsibility for any discrepancies that may arise between actual results and these forward-looking statements.

Limitation of Liability

To the fullest extent permitted by law, in no event shall the HQF be liable to any person for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages of any kind whatsoever in connection with or arising out of the Website or its use, or any website or resource accessed through a link contained on the Website, or referred to or accessed through the Website, or the use or downloading of, or access to, any Content, including, without limitation, any business interruption, loss of profits, loss of anticipated savings, loss of goodwill, loss of customers, loss of use of the Website and related tools or programs, including routers and data stored in connection with its use, or any other loss, including loss of data or programs, even if the HQF, or any of its agents, representatives,

employees, officers or directors, has been expressly advised of the possibility of such damages or claims. This exclusion and limitation of liability applies to all forms of claims, whether based on contract, tort, warranty or any other legal theory.

Confidentiality

The HQF does not expect or wish to receive confidential or proprietary information through this Website (or by electronic mail) unless it is done in a secure environment specifically designed for this purpose, insofar as, outside of the environment specifically designed for this purpose, the confidentiality of the information transmitted cannot be guaranteed until it is actually received on the HQF's servers. Any information, article or other document that you may send to the HQF outside this specific framework will be considered non-confidential. By sending any information or document to the HQF outside of this specific framework, you grant the HQF an unrestricted, irrevocable license to copy, reproduce, publish, upload, post, transmit, distribute, publicly display, perform, modify, create derivative works from, and otherwise freely use, this information or document. You further agree that in such cases the HQF shall be free to use any ideas, concepts, know-how or techniques that you send us for any purpose whatsoever.

However, the HQF will not disclose your name or the fact that you have submitted information or documents to the HQF unless: (a) you have authorized the HQF to use your name; (b) the HQF has advised you that the documents or information you have submitted to a section of its Website will be distributed or otherwise used with your name; or (c) the HQF is required to do so by law.

This section applies only to confidential and proprietary information, with the exception of personal information, which will be handled in accordance with the HQF's Confidentiality Policy.

Modifications

The HQF may, at any time and without notice, at its sole discretion, modify these Terms of Use as well as any other information contained on the Website. The HQF may also make improvements or changes to the products, services or programs described on this Website at any time without notice. By continuing to use this Website following any modification or update, you are deemed to have accepted the new Terms, including any new terms or conditions that may have been added, and you are bound by them.

Applicable Law and Competent Courts

The Website is controlled and operated by the HQF from Montréal, Québec, Canada. These Terms of Use, the Website and its use are governed by the laws of the Province of Québec and the laws of Canada applicable therein, without regard to principles of conflict of laws. In the event of any dispute or controversy arising out of the application or interpretation of the Terms of Use of this Website or the use of this Website and its Content in any manner whatsoever, you consent to the exclusive jurisdiction and venue of the courts of the Province of Québec (Canada) and the Federal Court of Canada. You further agree not to

bring any action or proceeding outside the judicial district of Montréal, Québec, Canada in connection with any such dispute or controversy.

Dissociability

In the event that any of these terms of use should be declared or deemed unenforceable, void or invalid by any competent judicial or administrative authority in any manner whatsoever, all other Terms of Use shall remain in full force, effect and enforceable.

Interpretation

In the event of a discrepancy between the different language versions of this Website, the French version shall prevail. The headings of the sections of these Terms of Use are inserted for convenience of reference only and shall not be used to interpret them. Certain items, documents, information, products, software and services offered through the Website may be subject to additional, specific or different terms, conditions and notices than these Terms of Use. In the event of any inconsistency, such additional, specific or different terms, conditions and notices shall take precedence over these Terms of Use.

All rights reserved to Héma-Québec Foundation.

The Terms and Conditions come into force on June 30, 2025.