

Terms of use of the irptesting.com digital platform

Acceptance of Conditions

These "Terms of Use" apply to your use of the website Institut de recherches psychologiques - irptesting (<https://irptesting.com>) and all associated services. IRP reserves the right to modify the Terms of Use at any time without notice. The latest version of the Terms of Use may be viewed by clicking on the "Terms of Use" hypertext link located at the bottom of IRP web pages.

Description of Services

Through the irptesting.com website, IRP provides you with access to numerous resources, including psychometric tests, documentation and videos (collectively, the "Services"). These Services, including any updates, enhancements, new features and/or the addition of any new Web properties, are governed by the Terms of Use.

Contents

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Personal data protection

The protection of your "Personal Data" is important to us. Please read the "Privacy Statement" which describes the types of Data we collect from you and your devices, how we use this Data and the legal bases available to us for processing this Data. The Privacy Statement also describes how IRP uses psychometric test results. Where processing is based on consent and to the extent permitted by law, by accepting these Terms, you authorize IRP to collect, use and disclose Your Content and Data as described in the Privacy Statement.

Terms and conditions of use

IRP grants the user a license to use the "Tests" on its digital platform irptesting.com. Users are granted access rights to the Tests according to their professional profile. The choice of accessible Test profile is defined by IRP according to each user's skills.

This license is non-transferable during the term of this agreement. The conditions of use of the license are governed by these Terms of Use.

The user may not sublicense the use of the Tests to any party whatsoever.

The license is granted on a monthly basis, and the right to access the platform may be withdrawn at any time.

The license covers all countries.

The license allows the user to use the Tests and obtain the reports at no additional cost than the price per test listed on the irpcanada.com website.

The user undertakes to respect the methods of administering the Tests, as defined by IRP and good practice in psychometric testing, so as not to affect the validity and accuracy of the Tests.

The user waives the right to modify the content of the Tests and to respect IRP's copyrights and trademarks.

Any user of the irptesting.com platform who accepts the present Terms agrees to be billed a monthly amount for each Test used or the annual amount that appears on his invoice at the time he has subscribed to an unlimited annual user license. Any amount relating to the license must be paid within thirty (30) days of receipt of the invoice. Failure by the subscriber to pay will automatically result in the account being deemed "inactive".

IRP implements Data security measures, as defined in its document securite_irptesting.com. The irptesting.com server is hosted in Canada.

Users of an unlimited annual subscription may have access to a "Multi-User Distributor" account, which will enable them to create sub-accounts giving access to the irptesting.com digital platform. Access rights to these accounts will be transmitted by the subscriber to individual employees within his or her organization only. Multi-user distributor" accounts are restricted to annual license holders.

Terms of use : Prepaid tests

Users who purchase prepaid tests must use the tests for a period of twelve months from the date of purchase. The balance of unused tests over this period becomes Nil and is reset to zero in the user's account.

Conditions of use: inactive account and prepaid tests

To maintain its right to use the digital platform, an account must retain the status of "active account".

To retain "active account" status, an account must have been active during the last 12 months, i.e. it must have been used to administer and correct a Psychometric Test over a period of 12 consecutive months. An account that does not meet this criterion will be assigned the status of "inactive account".

Any inactive account will be deleted from the platform along with all Data associated with the account.

Any purchase of prepaid Tests associated with the account will be forfeited and not refunded to the customer.

When the account is deleted, all Tests and Test results are deleted from the account and cannot be recovered by the user.

Terms of use and inactive account - Unlimited annual license holder

To maintain its right to use the digital platform, an account must retain the status of "active account".

A user of an unlimited annual license must renew his subscription within a period of three (3) months following the end of his subscription in order for his account to retain the status of "active account".

Any inactive account will be deleted from the platform along with all Data associated with the account.

When the account is deleted, all Tests and Test results are deleted from the account and cannot be recovered by the user.

Conditions of use and storage of Data

For any account with active status, IRP maintains on its server the Data associated with the account. IRP retains on its server for a period of five (5) years the Data associated with candidates, psychometric Tests and Test reports, as well as the raw Data associated with the Tests.

It is the user's responsibility to save the Data relating to a Psychometric Test report in his or her computer system or on any other form of storage medium. IRP cannot be held responsible for the deletion of Data linked to an inactive account.

In compliance with standards relating to the protection of personal data, all Data relating to a candidate and dating back more than five (5) years are deleted from all user accounts.

Exclusions and limitations of liability for the Services

IRP MAKES NO REPRESENTATION AS TO THE FITNESS OF THE SERVICES OR THE FITNESS OF THE INFORMATION CONTAINED IN THE DOCUMENTS AND ASSOCIATED GRAPHIC ELEMENTS PUBLISHED IN CONNECTION WITH THE SERVICES FOR ANY PURPOSE FOR THE USER.

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Other conditions of use

No collection of personal information during browsing

IRP does not collect personal information about you when you browse our Web site unless you voluntarily register for a Service that requires you to provide such information.

Non-disclosure of personal information

Except as provided in this paragraph, IRP does not disclose personal information collected on its Web site to third parties unless IRP obtains your permission to do so or in special circumstances, such as when IRP believes in good faith that the law requires it. In addition, IRP does not sell the list of users of its Web site. Only IRP's employees, mandataries or agents involved in the management and development of IRP's Web site have access to the information collected therein. These employees, representatives or agents have been instructed to comply with this privacy policy.

Other information obtained for statistical purposes

When you access the IRP Web site, certain information is automatically collected, but none of this information identifies you personally. This information includes the domain name and IP address used to access IRP's Web site, as well as the type of browser and operating system you are using. IRP uses this information for statistical purposes in order to analyze traffic on its Web site and thereby improve it.

Connection indicators

IRP uses cookies. Cookies are small text files that are placed on your hard drive when you visit the IRP website. They enable IRP to recognize your browser (the software you use to surf the Internet) when you visit its Web site. These cookies are used to help IRP offer a better service by personalizing the content of its Web site.

Internet risks

While IRP makes every effort to ensure that no third party will access or obtain your personal information through its Web site, complete confidentiality and security cannot yet be guaranteed over the Internet. Communications via the Internet are subject to interception, loss or alteration. You acknowledge that IRP cannot be held responsible for damages resulting from the transmission of confidential or personal information via the Internet, and you agree that such communications are at your own risk.

Copyright law

The Copyright Act prohibits copyright infringement. Infringement of copyright is defined as "the doing, without the consent of the owner of that right, of an act that, under the Act, only that owner has the right to do". The Act specifies that an infringement of copyright could be the reproduction of a work, its public transmission, its putting into circulation, and so on.

However, an author may legally reproduce a work if it is for private use. Copying a work does not constitute copyright infringement unless it is for private, research purposes. The paper or computer copy of the work may not be used for public purposes, and it may not be used as an evaluation tool. Fair dealing specifies that a copy of a work may only be made if the number of copies is kept to a minimum, i.e. one copy, and if it is used, studied by the researcher and subsequently destroyed. Public administration is considered an infringement of copyright and is a violation of Canadian law. Such infringement is punishable under Canadian law.

IRP reserves the right to prosecute any party found to be in violation of Canadian law. Furthermore, IRP reserves the right to require the guilty party to pay the full price of the Tests used in an unfair manner, at the price then in effect, as well as a fine determined by Canadian law.

Reserves

IRP reserves the right to modify this privacy policy at any time and without notice. You can consult it at any time on our Web site.

Consent

By using the IRPcanada.com and irptesting.com Web sites, you consent, without limitation or qualification, to this Privacy Policy. If you have any questions regarding this policy, please contact IRP Consumer Services at info@irpcanada.com.

The user confirms that he/she has freely and in good faith agreed to the conditions of use of the irptesting.com platform when opening his/her account.