



## TERMS OF USE

The application iSmart ("iSmart") was developed by Pierrich Plusquellec, Sonia Lupien and the Centre for Studies on Human Stress, with the support of the Centre de recherche de l'Institut universitaire en santé mentale de Montréal ("us").

iSmart was created for persons of the age of majority in Quebec and Canada who want to have access to a support tool to help manage chronic stress ("you").

The use of iSmart is subject to the present terms of use and to the [Privacy Policy](#). When you access iSmart and its content, you acknowledge that you are a user of the application and that you have read and understood these conditions.

### 1. YOUR RIGHT TO USE ISMART AND ITS CONTENT

#### 1.1 Your rights of access and use.

We are placing iSmart and its content at your disposal so that you can:

- be aware of your daily stress level
- learn what the science of stress has brought to light in terms of the functioning of stress mechanisms, sources of stress and strategies for limiting the risk of falling into chronic stress
- detect the chronic stress triggers in your life
- use appropriate strategies to neutralize these chronic stress triggers

These are the four permitted uses of iSmart and its content ("**permitted uses**").

You do not need to create an account to use iSmart and its content.

#### 1.2 Your obligations

Your rights and access are conditional upon you are:

- 1.2.1 using iSmart and its content solely for the permitted uses;
- 1.2.2 using iSmart and its content for personal uses only (information and education);
- 1.2.3 accessing iSmart and its content solely through regular channels, by downloading the application via an application store ("e-store");
- 1.2.4 not downloading viruses, Trojan horses or other malicious code ;
- 1.2.5 not using iSmart or its content to harass, abuse, spy on, threaten or otherwise harm any person; and
- 1.2.6 not doing any of the following : **(i)** transfer, create, sell, lend, lease, sublicense, or assign any rights that you are granted; **(ii)** give rights to iSmart and its content; **(iii)** copy, change, disassemble, decompile, derive, modify or extract any source code; or **(iv)** use or operate iSmart and its content in a way that will impair it or slow down its operating capacity.

## 2. USE IS FREE OF CHARGE

### 2.1 iSmart and its content

The use of iSmart and its content are made available to you free of charge.

### 2.2 Usage of your device

The usage fees that your internet or telephone provider will charge you will be based on the usage that you make of your device (for example data consumption).

## 3. OWNERSHIP OF ISMART AND OF ITS CONTENT

### 3.1 Our property rights.

You understand and acknowledge:

- 3.1.1 that iSmart (including its functions and features) and its content are our property;
- 3.1.2 that you may refer to iSmart and its content, or create a link to online stores ("e-store") where iSmart may be downloaded, so long as it is for permitted uses;
- 3.1.3 that you must keep intact all marks or symbols like "© " that indicate copyright or any other intellectual property right that is part of iSmart or its content; and
- 3.1.4 that you will not use our trademarks, logos and other symbols and naming without our permission.

### 3.2 Communication.

You agree to communicate with [us](#) if you are aware of an unauthorized use of iSmart or of its content.

## 4. LIABILITY AND LIMITATION OF LIABILITY

### 4.1 Liability.

You are liable for the use you make of iSmart or of its content, and for any damage caused to your device in connection with that use.

### 4.2 Limitation of liability.

**The technology we are using in this application is up to standard, however, iSmart and its content – like any technology – is not infallible and is not immune to unforeseen events. Furthermore, iSmart and its content were not created to meet the specific needs of particular users, nor to provide a comprehensive list of all available methods that support the management of chronic stress. Lastly, iSmart and its content are made available only for educational and informational purposes; iSmart does not offer advice, should not be used for medical purposes, does not replace the assistance, care or assessment that a professional can give, and does not replace aid that the police or other emergency services can dispense.**

**Subject to all applicable laws, we make no representation or guarantee with regards to (a) the use and appropriateness of iSmart or its content for a specific purpose; (b) their usage in an uninterrupted, continuous and bug-free manner; (c) their availability at all times and without wait time; (d) their compliance with particular standards, other than the criteria set out in these conditions of use; and (e) intellectual property rights in connection with the above.**

## 5. DURATION OF TERMS

### 5.1 Start.

These terms of use apply from the time you download or consult iSmart or its content.

### 5.2 End.

You can stop accessing, consulting and using iSmart or its content when you wish, without having to take any particular action. You may also remove iSmart from your device. We can also withdraw iSmart or its content.

This will be done in compliance with applicable laws.

### 5.3 Right to suspend access

Rather than withdrawing iSmart and its content, we may limit, constrain or suspend access to iSmart, during the time needed to make an adjustment (for example fixing a flaw, a bug or a virus).

## 6. PERSONAL INFORMATION

You do not need to provide any personal information in order to use iSmart or its content. As well, we will not display any advertising on iSmart. Lastly, we will not collect any information for the purpose of contacting you. If you wish, you may share with us some types of personal information, which will be protected as provided for by the [Privacy Policy](#).

## 7. HYPERLINKS

iSmart and its content include links to other resources that may be of assistance. These links are provided for informational purposes, among others to facilitate your access to extra support in dealing with intimidation. However, please keep in mind:

- that these resources are not controlled by us;
- that we do not regularly verify their content; and
- we cannot guarantee the validity of their content.

These resources are governed by their own terms of use and privacy policies. We do not assume any liability in connection with them. The choice to use these links is yours alone.

## 8. ADDITIONAL TERMS

### 8.1 Entire agreement.

These terms of use constitute, along with the [Privacy Policy](#), the totality of the rules applicable to your use of iSmart and its content. Please note that these terms of use as well as the [Privacy Policy](#) can be downloaded from the iSmart website.

### 8.2 Modifications

**We have the right to modify these terms of use. You will be notified of any modifications in advance. We will assume that you accept these modifications if you access or continue to use iSmart or its content; if you are not in agreement with these changes, you must stop using iSmart or remove it from your device before they come into effect.**

### 8.3 Applicable laws, and disputes.

iSmart, its content and its terms of use are subject to the laws in force in Quebec, notwithstanding any principle that could lead to the application of outside laws. Any dispute will be submitted to the courts of the province of Quebec, which will have sole authority to rule on it.

### 8.4 Getting in touch.

Here is our contact information, if you would like to get in touch with us:

Address : 7331, Hochelaga Street, Montréal (Québec) H1N 3V2

Email : [ismart2k12@gmail.com](mailto:ismart2k12@gmail.com)

Tel : (514) 251-4015 extension 3396

We will follow up on any communication as quickly as possible, and at the very latest within the delays set out by applicable laws.

**In case of emergency, you must communicate directly with emergency services, using 911.**