

Confidentiality Policy

The Confidentiality Policy (the “**Policy**”) describes how Éco Entreprises Québec (“**ÉEQ**”) collects, uses, discloses, transfers, stores and handles the users’ information in the course of its activities. The Confidentiality Policy was adopted by the board of directors of ÉEQ on March 30, 2023.

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1. Scope

General undertakings

ÉEQ agrees to protect the personal and confidential information it acquires or holds regarding all users of its website and its online platforms (collectively the “**Sites**” and individually a “**Site**”), including the users and the stakeholders in its activities.

This Policy forms an integral part of the contractual relationship between ÉEQ and:

- Its Members;
- The municipal bodies and aboriginal communities;
- The sorting centres (MRFs);
- The brokers, conditioners and recyclers; and
- All other stakeholders in the Curbside Recycling System.

(Collectively the “**Partners**” of ÉEQ)

Accordingly, certain parts of the Policy identified as “Members’ section” concern only the Members. However, it is important that the Members duly familiarize themselves with the entire Policy, for every reference to a “user” includes a reference to a Member.

The “**Sites**” include, among others:

- The www.eeq.ca website;
- The Producers’ Reporting Portal (ÉEQ Portal);
- The Information Sharing Platform for municipal bodies, sorting centres and recyclers;
- The Eco-design Portal;
- The OptimAction tool;
- Any other platforms operated by ÉEQ.

ÉEQ’s “**activities**” include, among other things:

- ÉEQ’s roles and responsibilities as the designated management organization (DMO) under the Regulation;
- The eco-design and circular economy services offered by ÉEQ;
- The workshops, conferences, training sessions and other activities organized by ÉEQ (in person or virtually);
- Studies and projects involving the Curbside Recycling System and the materials it covers;
- Participation in research projects;
- Information, awareness and educational activities made available to various clienteles; and
- Its governance activities as DMO and a non-profit body

“**Users**” include, among others:

- Visitors to the www.eeq.ca website;
- Persons using the Curbside Recycling System (recycling in Québec) who are the subject of studies, research or statistics conducted or compiled by ÉEQ or the Partners in cooperation with ÉEQ;
- Persons who enter their information on the www.eeq.ca website to attend webinars or other activities, subscribe to the newsletter, participate in surveys, or communicate with ÉEQ;

- ÉEQ's suppliers;
- Persons who fill out an online application on the "Careers" page of the www.eeq.ca website;
- Persons who participate in an ÉEQ activity in person (such as a conference), or who use ÉEQ's ecodesign or training services;
- ÉEQ's Partners;

Users may be legal persons (which includes corporations, businesses, organizations, etc.) or natural persons (individuals, employees, etc.). In some instances, a natural person who represents a user (a "**Representative**") may need to provide information about themselves; in that case, they also qualify as a "user" (for example, an employee of an ÉEQ service provider gives certain information about their position with the business, such as their contact details, work email, first and last names, title, and work phone number).

Policy amendments

ÉEQ may amend this Policy at any time at its sole discretion by posting a notice on its website 60 days before the amendment comes into effect. Accordingly, users are asked to regularly check the ÉEQ website and the Policy to see whether there have been any amendments.

Every user is deemed to have read, accepted and acknowledged the validity of this Policy. Users are deemed to have accepted any amendments if they continue to use the Sites or take part in ÉEQ activities after the effective date of the amendments.

- If a user does not accept the terms of this Policy, they should no longer use the Sites or take part in the activities.

Members' section

For Members, the advance notice referred to in the preceding paragraph will also be made available on ÉEQ Portal 60 days before the amendment comes into effect. Amendments to this Policy will be presented to the Members in accordance with the Membership Contract and the ÉEQ By-laws or such other contract as the Member may have entered into with ÉEQ.

A Member that wishes to file its Report and meet its other obligations under the Regulation, the Membership Contract and the ÉEQ By-laws must use certain of the ÉEQ Sites and accept the terms of this Policy that apply. If a Member objects to the terms of this Policy, such objection shall not release it from its obligations under the Regulation, the Membership Contract and the ÉEQ By-laws, and it shall bear the consequences of any non-compliance.

2. Definitions

For the purposes of this Policy, the following terms and expressions shall have the following meanings:

- a) "**Confidential information**": means any information of a confidential nature concerning ÉEQ or a user or their respective activities, employees, associates or business partners, in other words, which is not widely known and is continually treated as such by the user. In general, this includes financial, commercial, scientific or technical information, the terms of a contract between ÉEQ and a user, and information which must be kept confidential under the terms of the *Competition Act* (Canada) or similar legislation. *An example would be sales figures and the quantities of products put on the market.*

For the purposes of this Policy, "confidential" information is not personal information. Professional information is not automatically considered "confidential."

Confidential information also excludes information that meets any of the following criteria: i) it is publicly available or becomes publicly available without ÉEQ's having disclosed it; ii) it was

legitimately in ÉEQ's possession before the user disclosed it to ÉEQ; or iii) it is developed by ÉEQ independently of the user's information. The following information is not confidential information:

- Québec enterprise number (NEQ);
 - ÉEQ membership number; and
 - Trademarks and trade names associated with the user.
- b) **"Cookies"**: means small pieces of data sent to a user's computer when they visit a website. These are stored, temporarily or permanently, on the hard drive, thus leaving a trail of the user's visit. This data may include personal information, as more fully described in section 5. Cookies can also improve the online experience by recording the user's browsing preferences on a specific website. For the purposes of this Policy, a "cookie" includes any similar technology.
- c) **"Curbside Recycling System"**: means the system of curbside recycling of residual materials (recycling) in Québec.
- d) **"Information"**: means any confidential, professional or personal information.
- e) **"Member"**: means a member of ÉEQ as the designated management organization (DMO) under the Regulation and as a non-profit body governed by the *Companies Act, Part III* (Québec).
- f) **"Mission"**: means ÉEQ's mission, which, since 2005, is to represent the producers of containers, packaging and printed materials regarding their financial responsibilities for recycling. Appointed as designated management organization (DMO) in 2022, ÉEQ manages the recycling system in Québec from a sustainable development perspective. As the leader in extended producer responsibility (EPR), ÉEQ develops, manages and provides circular economy solutions to its Members so they can reduce their environmental footprint. To achieve this, ÉEQ places ecodesign, recyclability and traceability at the core of all actions with its partners. ÉEQ will continue to perform its role as certified organization with RECYC-QUÉBEC throughout the transition period from the compensation scheme to the new System of Curbside Recycling.
- g) **"Personal information"**: means any information concerning a natural person (an individual) which, directly or indirectly, allows that person to be identified, but is not professional information. Accordingly, any information that does not directly allow someone to be identified but allows them to be identified when put into context with other information will then be considered to be personal information because it indirectly allows an individual to be identified.

For example, the information "Date of birth: January 1, 1970" does not specifically identify anyone. However, if that information is accompanied by the name "Joan Smith" and "Place of residence: Gatineau, QC", then someone can more easily be identified. Whether or not it is accompanied by other personal information, the information "Date of birth: January 1, 1970" thus constitutes personal information, because, put into context, it allows someone to be more specifically identified.

- h) **"Professional information"**: means any information concerning the duties performed by an individual within an organization, a business, corporation, etc., such as their title, position, relationship to the business (employee, owner, executive, etc.), their business email address, or their business contact information. Professional information is sometimes not treated or protected the same way as personal or confidential information, as described in this Policy.

In some cases, professional information might be considered "confidential". This determination will be made on a case-by-case basis depending on how sensitive the information is and whether or not it is public. To avoid any ambiguity, a user should notify ÉEQ of the confidential nature of any of their professional information (e.g., cell phone number).

- i) **"Regulation"** means the *Regulation respecting a system of selective collection of certain residual materials* (Québec), as it may be amended.

Members' section

For the purposes of this Policy, the following additional terms and expressions shall have the meanings indicated below, which apply more specifically to the Members:

- a) **"Materials"**: has the meaning ascribed to it in the Membership Contract.
- b) **"Member"**: has the meaning ascribed to it in the Membership Contract. As regards the Members, this definition shall prevail over the one above.
- c) **"Membership Contract"**: means the Membership Contract for the Members of ÉEQ, including its General Conditions and Policies.
- d) **"Report"**: has the meaning ascribed to it in the Membership Contract.
- e) **"Residual Materials"**: has the meaning ascribed to it in the Membership Contract.

3. Collection of information

ÉEQ may collect **personal, professional and confidential** information from its users.

Information provided by the users

Personal information provided by the users

Users may be required to provide the following personal information, depending on the context: **last name, first name, mailing address, telephone number, email address, employer** (unless provided in a professional context), **and dietary restrictions**.

This personal information is collected by ÉEQ when a user:

- Subscribes to ÉEQ's **newsletter**;
- Wants to be contacted by ÉEQ through the **contact page**;
- **Contracts for a service or takes part in an activity** offered by ÉEQ;
- Creates an **account** or identifies themselves on a Site;
- Does the foregoing in their capacity as the representative of a user.

Also, when a user fills out an **online application for a job posted on the Careers page** of the www.eeq.ca website, they will be required to provide the following additional personal information:

- A **curriculum vitae** (which may include their mailing address, professional experience, education and other personal information); and
- A **letter of intent** (which may include their mailing address, professional experience, education, personal interests, opinions and other personal information).

Unless ÉEQ specifically asks for this information, a user should only provide ÉEQ with the personal information they have the right to disclose and for which they have received all required consents. If there is any doubt, the user should notify ÉEQ in writing when they transmit the personal information.

Confidential and professional information provided by the user

ÉEQ may gather certain confidential and professional information from users, in particular in connection with ÉEQ Portal and the OptimAction tool. Such confidential and professional information includes, but is not limited to:

- the professional contact information of the user or their representative;
- the tax account numbers;
- the status of the Member;

- the quantities of Materials put on the market in Québec;
- the payment information for the Member's Financial Participation.

Unless ÉEQ specifically asks for this information or it is subject to a specific confidentiality agreement, a user should only provide ÉEQ with the confidential information they have the right to disclose and for which they have received all required consents. If there is any doubt, the user should notify ÉEQ in writing when they transmit the confidential information.

Information obtained through other sources

Personal information obtained through other sources

ÉEQ may also receive a user's personal information from other sources, such as Partners, other commercial partners or suppliers (such other sources being "**third parties**"). These third parties may share information about a user, such as **last name, first name, telephone number, email address, or employer** (unless provided in a professional context).

ÉEQ takes precautions so that a third party shares personal information with it only if it has the user's prior consent. Accordingly, if a supplier or Partner provides personal information to ÉEQ, that supplier or Partner is responsible for ensuring that they have the requisite consents to communicate it to ÉEQ.

For example, a recruiting agency might send ÉEQ the personal information of a candidate selected for an interview.

ÉEQ also uses third-party cookies and gathers personal information from them, as described below in section 5 of this Policy.

Confidential and professional information obtained through other sources

ÉEQ may also receive a user's confidential or professional information from third parties. Such third parties include the Minister of the Environment, the Fight Against Climate Change, Wildlife and Parks, RECYC-QUÉBEC, another government body or an aboriginal community, suppliers or other stakeholders in the System of Curbside Recycling. ÉEQ takes precautions so that the third party shares confidential information with it only if it has the user's prior consent. Accordingly, the third party is responsible for ensuring that it has the requisite consents to communicate it to ÉEQ.

Information collected automatically

Personal information collected automatically

The personal information collected automatically by ÉEQ also includes information about the user's browsing behaviour.

ÉEQ automatically collects browsing and click data, HTTP protocol elements and the search terms of the users when they interact with the Sites. ÉEQ also collects information through the use of cookies, as described below in section 5 of this Policy.

4. Use of information

Use of personal information

ÉEQ only collects the personal information of its users that is necessary for it to:

- a) Perform its role in the framework of the System of Curbside Recycling and otherwise fulfil its Mission;

- This includes any lobbying for purposes of the Mission, notably to enhance and improve the efficiency and scope of the System of Curbside Recycling and ÉEQ's other activities;
 - This includes generating studies, analyses, statistics, compilations and reports from the information gathered.
- b) Provide the Sites and evaluate their performance, which includes carrying out statistical analyses of all the characteristics and behaviours of the users of a Site (for instance, recording the number of visitors, the pages with the most traffic, the technology utilized by the Site's users, the referencing sites, and the country of origin of the users);
 - c) Adapt the information, activities and services available to the users and manage the quality of same, in particular by considering the notices drafted by the users, and measuring the demographic variables and interests of the users relative to some of ÉEQ's specific activities;
 - d) Recruit new employees through the Careers page on its website;
 - e) Ensure that the activities requiring registration via the Sites run smoothly (for instance, by considering the dietary restrictions of the participating users in cases where they are served food);
 - f) Carry out research and development in connection with its Mission and its activities;
 - g) Keep the users informed of news, updates and offers related to ÉEQ's activities and its Mission, provided the user has consented to such communication and in conformity with anti-spam laws. A user can ask ÉEQ to remove their email address from the communications mailing list at any time;
 - h) Provide quality customer service and support (for instance, when a user asks a question via the "Contact us" page, ÉEQ may record the question and answer for purposes of internal quality control);
 - i) Contact a user regarding activities in which the user is participating, or as otherwise authorized under an agreement between ÉEQ and the user;
 - j) In accordance with the contractual agreements binding ÉEQ and the user, if any. This includes, in particular, the right for ÉEQ to use the information to ensure compliance with the users' obligations towards ÉEQ, or under the applicable laws;
 - k) Cooperate with an investigation into an offence under a law or to protect or defend a legal interest;
 - l) Comply with an order duly issued by a court, a summons to produce documents, or an investigation by the authorities;
 - m) Exercise its rights and recourses under a contract or other obligation binding it to a user; and
 - n) Where permitted or required by the applicable laws.

Members' section

In addition to the foregoing, ÉEQ may also collect personal information concerning its Members that is necessary for it to develop, implement, financially support and enhance the System of Curbside Recycling in the place and stead of its Members and otherwise fulfil its Mission:

- a) This includes any action needed to ensure that ÉEQ and its Members comply with the requirements of the Membership Contract and the Regulation;
- b) This includes any lobbying for purposes of the Mission, notably to enhance and improve the efficiency and scope of the System of Curbside Recycling and ÉEQ's other activities; and

- c) This includes generating studies, analyses, statistics, compilations and reports from the information gathered. For instance, ÉEQ might compile data on the Reports of the Members to set up centralized resources for recycling and eco-packaging.
- d) Except as provided herein or in the Membership Contract, no publication, outside communication or other disclosure of a Partner's information shall identify it by name.

Use of confidential information

Clarification: This section only applies to professional information if it is confidential.

ÉEQ collects confidential information from its users for the smooth operation of its activities and its Mission. Except in the event of a written agreement to the contrary with a user, the authorized uses listed for personal information shall apply, with the necessary adaptations, to confidential information.

Competition laws

In the course of its activities, ÉEQ might create circumstances that are favourable to the sharing of confidential information between ÉEQ and third parties (or between third parties), which sharing might be subject to competition laws, for example, in the context of consultations of the Members, working committees, or participation in business associations or forums for research purposes. In such instance, ÉEQ and the users involved in such sharing must use reasonable efforts to make sure they do not contribute to any violation of the competition laws.

Accordingly, when it is reasonable to consider that the forum could reasonably allow the sharing of information or anti-competitive acts, the facilitator of the meeting or the person in charge of the exchange of information must remind the participants of good governance practices, for example by making the following statement:

- *The exchanges that will take place in the context of the (forum) might be governed by the competition laws. The participants therefore agree not to provide any information that could be considered anti-competitive. The participants and those in charge agree to monitor the exchanges accordingly and promptly identify any non-compliant practice or disclosure, which must be stopped immediately. For example, sensitive topics include abuse of dominance, price fixing, the sharing of market share data, misleading documentation, vertical restraints (exclusivities, etc.) and bid rigging.*

ÉEQ may cooperate in any investigation by the Competition Bureau or other proceeding by an authority having jurisdiction in the matter and provide it with confidential information in that framework.

A user should only provide ÉEQ with such information as they are entitled to disclose. If there is any doubt, the user must give written notice to ÉEQ when it transmits any of the subject information.

5. Cookies and use

The Sites may use cookies and similar technologies listed here to gain a better understanding of who the users are and how they behave, administer the Sites and as an indication of the number of users and which parts of the Sites are visited. These technologies can also improve a user's experience on the Sites, in particular by saving their browsing preferences on a specific Site and keeping it connected to their account. In some cases, they can locate or profile the user, such as by assessing some of the user's characteristics, in particular regarding their personal preferences, interests or behaviour.

The information collected by cookies is automatic and is saved in log files on the user's device. The cookie log files saved on a drive can be read and deleted by the user at any time.

The information collected by these technologies includes the internet protocol address (IP address), the browser type and language, the internet service provider (ISP), the landing and exit pages, the

operating system and device used, the date and timestamping and the clickstream (browsing data) and the other information identified here. In particular, ÉEQ may use this data for marketing and advertising purposes.

Numerous major websites use such cookies, including those of the suppliers of ÉEQ's Sites. Most web browsers are configured to accept them by default. It is possible for a user to modify their browser settings to get an alert when a cookie is being received or to refuse to accept them. Although a user is not obligated to accept cookies, it is important to note that some of the Sites' functionalities might not work properly if the user configures their browser to refuse them.

In some emails or newsletters, ÉEQ may use a click-through URL that will redirect the user to a Site. When a user clicks on such a URL, they will go through another server before being redirected to the Site. ÉEQ follows the click data for these click-through URLs to measure the users' interest in certain topics or to assess the efficacy of the communications sent to the users. If a user prefers not to be followed in this manner, they can refrain from clicking on such click-through URLs.

To the extent the information gathered by the technologies described above constitutes personal information under the applicable laws, ÉEQ will treat the information as such, in accordance with this Policy. Otherwise, the information will be treated as confidential, unless it is public or non-confidential.

The Sites use a remarketing service which allows Google, using cookies, to identify the users who have been on a Site and reach them with ÉEQ's online advertising after they have left the Site. This makes it possible to distribute ÉEQ ads related to previous browsing. To learn more about this functionality, click [here](#). If a user prefers to opt out of remarketing, they can visit the [Google Advertising opt-out page](#).

6. Disclosure of personal information and confidential information

Personal and confidential information

Clarification: This section only applies to professional information if it is confidential.

ÉEQ agrees not to publicly disclose, sell, rent or share any of its users' personal or confidential information to any party, except as indicated here.

Only ÉEQ's personnel are authorized to respond to requests for access, verifications and analyses pertaining to personal or confidential information. Such personnel are bound to ÉEQ by a duty of confidentiality.

ÉEQ will only disclose personal or confidential information to third parties in the following circumstances:

- a) The user has expressly consented to ÉEQ's disclosure of the information provided by them for a specific purpose;
- b) To its service providers and other partners with which ÉEQ has executed a contract for the purpose of improving or ensuring the delivery of ÉEQ's activities, the supply of the Sites and the fulfilment of ÉEQ's Mission. They will access and handle the information only according to ÉEQ's instructions and will be bound by strict contracts that oblige them to keep all the information confidential;
- c) In accordance with the applicable conditions of the contract entered into for an ÉEQ activity;
- d) In response to an order duly issued by a court, a summons to produce documents, an investigation by the authorities, or where permitted or required by the applicable laws;
- e) To report to the law enforcement authorities any activity ÉEQ believes, in good faith, to be illegal. ÉEQ may disclose certain personal or confidential information when it believes that such disclosure is reasonably necessary to protect its rights, property and security or the rights, property and security of third parties, or to ensure that the user complies with its obligations to ÉEQ; and

- f) Where necessary, to a successor to ÉEQ's activities, whether by decree, amalgamation, assignment or other transaction.

ÉEQ wishes users to be aware that any government entity to which information is disclosed is subject to the *Access to Information Act*.

Members' section

In addition to the foregoing, ÉEQ may also disclose the confidential or personal information of the Members to third parties in the following circumstances:

- To the Ministry and to any other governmental authority where the transmission of a Member's information is required for purposes of the System of Curbside Recycling, or as provided in the Regulation, the Membership Contract, the ÉEQ By-laws, or any law or order of a judicial or quasi-judicial authority.

Personal information

International transfers

It may happen that ÉEQ will transfer the personal information of its users outside Québec. In such instance, ÉEQ will assess the sensitivity of the personal information transferred, the purpose of its use, the protective measures that govern the personal information transferred and the applicable laws of the destination state. If ÉEQ's assessment shows that the personal information will be adequately protected, the transfer may proceed, subject to a written agreement in that regard which will contain, in particular, the results of ÉEQ's assessment and the terms and conditions agreed upon to limit any risk identified in the assessment.

7. Security of information

Personal and confidential information

Clarification: This section only applies to professional information if it is confidential.

The security and protection of personal and confidential information are important to ÉEQ. ÉEQ takes reasonable technical, organizational and contractual measures to protect the personal and confidential information its users provide it with against loss, theft and misuse, as well as against unauthorized access, disclosure, alteration and destruction. These measures include secure 128-bit encryption (Secure Sockets Layer - SSL) when required. Although 100% protection cannot be guaranteed, ÉEQ has adopted rigorous methods that meet strict security standards to ensure that personal information is protected.

Only the ÉEQ employees who need to know a user's information in the course of their duties will have access to it. Those employees are bound by strict confidentiality obligations and can only use the information in accordance with the principles stated in this Policy and the applicable laws and regulations.

In addition, any third party with which ÉEQ shares its users' information must be bound by strict obligations requiring that they keep all information confidential.

None of ÉEQ's employees are authorized to discuss a user's information with them unless the user is previously identified by way of the question and answer recorded for that user (where applicable) or by confirming other information available to ÉEQ or after verification with photo ID.

The user is responsible for keeping their password confidential if they create an account on a Site. ÉEQ does not have access to its users' login details. Users are encouraged to use complex and secure

passwords. If a user believes their login details have been compromised, they should contact ÉEQ immediately.

Members' section

Payment solutions

To protect the integrity of the data transmitted when a Member makes an online payment via Moneris Solutions, ÉEQ has implemented several safety measures. All online payments through Moneris Solutions are made over a 128-bit encrypted connection between Moneris Solutions and the Member's computer. Each session is automatically deactivated once the transaction is completed. To open a new session, the Member must go back to its online Reporting session, on the "Invoices" screen, and click the payment button again. Nevertheless, the Member should not leave an online payment session unattended. They should also adopt the habit of always exiting their screen or the Reporting session before stepping away from their computer.

8. Access to personal and professional information and correction

Rights of the users

For all personal and professional information

Clarification: This section does not apply to confidential information.

A user may ask ÉEQ:

- To confirm the existence of and consult any of their information held by ÉEQ;
- For a written and intelligible copy of any of their information held by ÉEQ;
- To release any information about them to a person or body that is authorized by law to receive it;
- To correct or update any of their information held by ÉEQ if the information is inaccurate, incomplete or leads to confusion, or if the collection, disclosure or retention of the information by ÉEQ is not permitted by law;
- To add comments to the user's file;
- If the release is illegal or seriously harms their reputation or privacy, to stop releasing the information; or
- To delete outdated or unsubstantiated information about them.

Processing of requests

For all personal and professional information

Clarification: This section does not apply to confidential information.

The release of any information (which includes transcription, reproduction or transmission) at a user's request may incur reasonable fees that will be charged to the user by ÉEQ. ÉEQ will inform the user of the approximate fees to be paid for this purpose before proceeding with the release.

Any requests related to the above rights may be made by contacting Mr. Hugo Lapointe, ÉEQ's Privacy Officer, at the following postal or email addresses:

Éco Entreprises Québec
1600 René Lévesque Blvd. West
Suite 600
Montreal, Québec H3H 1P9

renseignements.perso@eeq.ca

Refusal of requests

Personal and professional information

ÉEQ may refuse a user's request concerning their personal or professional information for the following reasons:

- ÉEQ has a serious and legitimate interest to refuse the request;
- ÉEQ has an obligation to retain the information at law;
- The information in question could seriously harm a third party;
- The law allows or requires ÉEQ to refuse the request;
- ÉEQ is unable to verify the identity of the requesting party or their capacity as the representative of a user; or
- Disclosing the information could impact a legal proceeding in which either the user or ÉEQ has an interest.

Response and accommodation

For all personal and professional information

Clarification: This section does not apply to confidential information.

ÉEQ will respond to the user's request in writing within 30 days. In the event of a refusal, ÉEQ will include the reasons for such refusal and the remedies available to the user to appeal the decision.

If the user has a disability, reasonable accommodation measures will be taken by ÉEQ, on request, to enable the user to exercise their rights of access.

9. Minors

Clarification: This section does not apply to professional information.

ÉEQ takes appropriate precautions to comply with the applicable laws concerning the privacy of persons of minor age. The content of the Sites is designed for a general audience, not for persons of minor age. Accordingly, ÉEQ does not seek to collect personal information from persons of minor age without verifying the consent of the person having parental authority or the guardian, in accordance with what is permitted by law.

10. Retention and destruction of personal and confidential information

Clarification: This section only applies to professional information if it is confidential.

ÉEQ retains the personal and/or confidential information it collects for the period necessary to achieve the purpose for which it was collected. ÉEQ reserves the right to retain the user's information for the purpose of performing or fulfilling its contractual or legal obligations and, in all instances, for as long as the law requires or allows.

For example, any personal information used by ÉEQ to take a decision in relation to a user will be retained for at least one (1) year following the decision.

11. Handling of complaints and incidents

Handling of complaints

Clarification: This section only applies to personal and professional information.

For any complaints about the use of personal or professional information, the user can contact Mr. Hugo Lapointe, ÉEQ's Privacy Officer, at the following postal or email addresses:

Éco Entreprises Québec
1600 René Lévesque Blvd. West
Suite 600
Montreal, Québec H3H 1P9

renseignements.perso@eeq.ca

Action plan

Clarification: This section only applies to personal and professional information.

In the event of a confidentiality incident that jeopardizes the security of personal or professional information, ÉEQ will mobilize its action plan, as follows:

1. Preliminary investigation into the situation;
2. Notice to the Access to Information Commission regarding any incident involving personal or professional information which constitutes a risk of serious harm to the person in question;
3. Entry of the incident in a register of incidents involving personal information;
4. Implementation of measures designed to immediately limit any invasion of privacy;
5. Assessment of the risks arising from the incident;
6. Notice to the persons concerned by the loss or theft of their personal or professional information which could cause them serious harm; and
7. In-depth assessment of the situation and prevention.

12. Links to third-party sites

The website may contain links to external sites ("third-party sites"). ÉEQ provides such links for the users' convenience. Such third-party sites are not under ÉEQ's authority and it therefore has no control over their privacy and confidentiality practices. Consequently, any confidential or personal information collected by such third-party sites is governed by the privacy policies of those sites. Users are responsible for reading such policies to ensure their information is protected.

13. Term

ÉEQ's confidentiality obligations in respect of the confidential information referred to in this Policy shall be in force throughout the term of the relationship with the user and for an additional period of three (3) years thereafter, unless otherwise provided by written agreement.

Members' section

The Membership Contract stipulates a term of five (5) years for the confidentiality obligations of the parties.

14. Questions, comments, complaints, notices or suggestions

If you have any questions, comments, notices or suggestions regarding this Confidentiality Policy or any of ÉEQ's privacy practices not covered herein, please send an email to ÉEQ at: renseignements.perso@eeq.ca.