

**RMPenligne**  MONTHLY PAYROLL REPORT **ENROLMENT APPLICATION**

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

WEBSITE: \_\_\_\_\_

**APPLICANT INFORMATION**

FIRST AND LAST NAME: \_\_\_\_\_

PRESENT POSITION: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

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**APPLICANT STATEMENT**

- **I AGREE, ON BEHALF OF THE COMPANY, TO TRANSMIT THE MONTHLY PAYROLL REPORT TO THE COMITÉ PARITAIRE DES AGENTS DE SÉCURITÉ VIA THE INTERNET APPLICATION RMPenligne.**
- **I HAVE READ AND AGREE TO ABIDE BY THE RMPenligne USER AGREEMENT.**

\_\_\_\_\_  
Name in block letters

\_\_\_\_\_  
signature / date

RESERVED FOR CPAS

# D'EMPLOYEUR : \_\_\_\_\_

APPROUVÉ PAR : \_\_\_\_\_

**USER INFORMATION** CHECK IF THE USER IS THE APPLICANT

FIRST AND LAST NAME: \_\_\_\_\_

PRESENT POSITION: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

**LEVEL OF ACCESS SOUGHT:**

creation / modification of the monthly report

signing / sending the monthly report

**USER INFORMATION (2)**

FIRST AND LAST NAME: \_\_\_\_\_

PRESENT POSITION: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_


TELEPHONE NUMBER: \_\_\_\_\_

**LEVEL OF ACCESS SOUGHT:**

creation / modification of the monthly report

signing / sending the monthly report

**AUTHORIZATION:**

 THIS DOCUMENT MUST BE SIGNED BY:  
AN **ADMINISTRATOR, OWNER OR PARTNER** OF THE BUSINESS  
AND BE RETURNED BY EMAIL : **formulaire@cpasecurite.qc.ca**

\_\_\_\_\_  
Name in block letters

\_\_\_\_\_  
Signature

**CHOICE OF TRANSMISSION MODE**

- ONLINE DATA ENTRY
- TRANSMISSION OF AN XML FILE (20 or more employees)

By signing this RMPenligne Application (the "**Web Application**"), the signatory acknowledges that he/she, as a user or on behalf of his/her authorized users of the Web Application, agrees to the terms of the User Agreement attached hereto, as it may be amended from time to time.

**Version updated: September 30, 2021**

This User Agreement is between the user of the "RMPenligne" web application who has created an account to access it (the "**User**" or "**you**") and the Comité paritaire des agents de sécurité (the "**Committee**" or "**we**"). Please read this User Agreement carefully as it contains your rights and obligations when using our web application at rmpenligne.ca (the "**Web Application**").

Thank you for using the Web Application, which enables employers ("**Employers**") to manage their monthly payroll reports ("**Reports**").

If you have any questions, comments or complaints regarding the Web Application, please contact us.

This User Agreement is effective as of the date we (a) authorize your enrolment in the Web Application following your application for enrolment; (b) you use or access the Web Application; or (c) expressly accept the User Agreement, whichever occurs first. It applies for as long as you use our Web Application.

### **Definitions**

- a. Personal Information; means any information about an individual that identifies that individual, regardless of the medium in which it is held, including name, address, telephone number, email address, social insurance number, date of birth, employment status and remuneration;
- b. Intellectual Property; means all right, title and interest in and to all intellectual and industrial property, including: (i) all patents and applications; (ii) all inventions, trade secrets, designs, methods, processes and know-how; (iii) all copyrights, copyright registrations and applications, and all other rights related thereto worldwide; (iv) all trade names, company names, logos, common law trademarks, trademark registrations and applications; and (v) all computer programs, applications or software whether in source code, object or executable form and all proprietary rights in such programs, applications or software, including documentation and other materials or documents relating thereto;
- c. Confidential Information; means all information of a Party and its licensors (the "**Disclosing Party**") that will come into the possession or control of the other Party (the "**Receiving Party**") relating to the business, properties, affairs or finances of the Disclosing Party, or of any person, firm, cooperation or other entity that the Disclosing Party is required to keep confidential, including trade secrets, source code, algorithms, product and service specifications and uses, product research sales, marketing and strategic plans and forecasts, notes, projections, reports and data, whether written, printed or in digital or other format, and shall include all other types of information identified by the Disclosing Party, orally or in writing, as confidential at the time of disclosure to the Receiving Party, or that the Receiving Party should know by virtue of the circumstances under which it became aware of such information, would constitute confidential information. The Committee Materials will be considered Confidential Information of the Committee.

## Services

The Web Application is made available upon application by an Employer, whereby the Employer will identify the Users who are authorized to use the Web Application and the authorized accesses for each User. We reserve the right to deny access to the Web Application to anyone in our sole discretion.

By using our Web Application, you will be required to create a user account and password ("**Credentials**") to access the features offered. You agree that you are responsible for maintaining the confidentiality of your Credentials, including by taking all ordinary security precautions. Also, you agree that you are responsible for any action taken on your account resulting from the use of your Credentials.

You represent and warrant: (i) that you are the holder of the email address provided to create your account or log in to the Web Application; and (ii) that you are not impersonating any other person to access the Web Application.

You agree to use reasonable efforts to prevent unauthorized access to or use of the Web Application. In this regard, you may not share your Credentials with anyone, allow others to use your user account, or provide assistance to anyone not specifically authorized by the Committee to access the Web Application.

You must promptly notify the Committee of any loss of secrecy of your Credentials, or suspicion thereof, or of any unauthorized use of your Credentials of which you become aware. In such event, you agree to change your password using the functions integrated into the Web Application available in this regard. If you forget your password, you are responsible for obtaining a new one using the instructions resulting from the "Forgot Password" button.

Specifically, you agree that you are responsible for any losses that may be incurred in connection with the Web Application resulting from the compromise of the confidentiality of your Credentials or from any unauthorized access. The Committee reserves the right, without prejudice to its other rights and remedies, to unilaterally cancel the Credentials used in violation of this User Agreement, which cancellation may be effected without notice, depending on the circumstances.

The Web Application requires access to a computer and is only available online. An up-to-date browser is required to use the Web Application. You are responsible for obtaining the appropriate equipment to use the capabilities of the Web Application, including a computer with Internet access.

The Web Application is available in English and French.

To log out of the Web Application, you must always use the "Logout" button at the end of each session.

## Internal Rules of Use

When using the Web Application, we require that you follow certain internal rules of use. If you do not follow these rules, we may restrict or block your access to the Web Application, with or without notice, indefinitely or temporarily.

- a. No reverse engineering. Do not decompile, disassemble, reverse engineer, investigate, modify, create derivative works, or otherwise access non-user interfaces of the Web Application;
- b. No Unauthorized Access. Do not attempt to gain unauthorized access to the Web Application, or otherwise circumvent its protection or monitoring mechanisms;
- c. Do not copy our ideas. Do not access the Web Application in order to build a similar or competitive product or service or to copy ideas, features, functions or graphics from the Web Application or

to copy, modify, reproduce, republish, distribute, display or transmit for commercial, non-profit or public purposes all or part of the Web Application;

- d. Respect intellectual property. Do not use the Web Application to transfer, disseminate or share content, information, data, software or other material that infringes the intellectual property rights of others;
- e. Do not assume the identity of others. Do not assume another person's identity, including registering using another person's identity to create an account;
- f. Do not break the law when using the Web Application. Do not use the Web Application in a manner that violates applicable laws, including sending unsolicited communications, promotions or advertisements, or spamming our users. Similarly, do not use the Web Application in an abusive manner contrary to its intended use, its documentation or our reasonable instructions. Do not use your computer skills to disrupt the Web Application;
  - Do not use the Web Application in a manner that would disrupt other users or their enjoyment of the Web Application. This includes automated, constant and repeated requests for data other than that intended for the services to function normally, such as abnormal usage that overloads servers or blocks parts of our network (e.g., Denial of Service (DoS) attacks and Distributed Denial of Service (DDoS) attacks);
  - Do not use technologies to "mine" data ("*data scraping*"), including personal information of other users. We respect the privacy of our users, and we ask that you do the same when using the Web Application;
  - Do not create a bulk account or use bots to try to get into another user's account.
- g. Do not hack us. This means that you may not scan, probe or test the Web Application for vulnerabilities, introduce malware or deploy denial of service attacks.

We reserve the right to investigate and prosecute violations of our internal rules of use, including, but not limited to, possible infringement of any intellectual property rights and possible security breaches, to the fullest extent permitted by law. The Committee may involve and cooperate with law enforcement authorities in prosecuting users who violate this User Agreement. You acknowledge that, although the Committee has no obligation to monitor your access to or use of the Web Application, the Committee has the right to do so for the purpose of operating the Web Application, ensuring your compliance with this User Agreement, or complying with applicable law or the order or requirement of a court, administrative agency, or other governmental body.

## **Intellectual Property**

You agree that all title, ownership rights and intellectual property rights in and to the Web Application and all copies thereof belong to us. Our trademarks, logos, products and services, and all underlying technology are our intellectual property. Except as otherwise permitted by law, you may not use or display our trademarks in any manner without our prior consent. We reserve all rights not granted herein. You may not reproduce any portion of the Web Application in any form or by any means, except as expressly permitted in this User Agreement.

We also grant you a limited, perpetual, non-exclusive, sub-licensable and transferable license to use, reproduce, modify, create derivative works from and display the Monthly Payroll Report.

We agree that you own all title, ownership rights and intellectual property rights to any information, content or works that you may enter or upload to the Web Application. Therefore, you are fully responsible for the intellectual property you choose to share with us on the Web Application.

Although the Web Application is not a public platform, we shall not be held liable if your intellectual property is stolen or otherwise infringed by a third party as a result of its submission to the Web Application. It is your responsibility to ensure that you protect your intellectual property. If the content you choose to upload to the Web Application infringes on the intellectual property rights of others, you agree to indemnify and hold us harmless from any damages, claims or lawsuits brought against the Committee by third parties.

Notwithstanding anything to the contrary, we shall be the sole owner of any suggestions, enhancement requests, recommendations or other feedback you provide to us, as it relates to the Web Application. You hereby assign to us, without limitation of any kind, all of your right, title and interest therein, and we accept such assignment.

## **Signature**

Transactions performed by the User using the User ID and password assigned by RMPenligne.ca shall have the same legal effect as if had been performed pursuant to written instructions signed by the User.

## **Security**

The Committee employs commercially reasonable security procedures to protect the information (including Personal Information) hosted on the Web Application from external attack. The User acknowledges and accepts, however, that the transmission of information via the Internet carries certain inherent risks and limitations, including the risk of interruption, response times for accessing or transferring data, and the risks inherent in any data transfer.

Unfortunately, no data transmission over the Internet can be perfectly secure and although the Committee takes all necessary measures to protect the information submitted by the User, the Committee cannot guarantee the absolute security of the information transmitted to it.

Always ensure that you are in a secure environment when transmitting information. If you do not see the security seal on the screen (closed padlock), or if you see a broken seal (open padlock), the security of your Internet transaction is not guaranteed and a third party could intercept it.

After locating the padlock, click on it to obtain the certificate attesting to the security of the site. You should be able to read the name of the owner of the site as well as the validity period of the certificate.

It is important to log off as soon as you have finished using Rmpenligne.ca or when you need to leave your computer unattended for a moment during your session. To log off securely, you must click on Exit, clear the cache and then close your browser.

### **Confidential Information**

When using the Web Application, you and the Committee may obtain Confidential Information about the other party. Each party acknowledges that it may not use or disclose such Confidential Information except for the purpose of providing the Web Application or any other expressly agreed upon purpose. All Confidential Information shall be securely deleted when no longer required.

### **Personal Information and Privacy**

We may collect, use or disclose Personal Information in accordance with our privacy policy. Please see our Privacy Policy for additional information on our Personal Information handling practices, including the use of cookies. Rest assured that we use your Personal Information only to enhance your user experience on the Web Application or our business practices.

### **Warranties**

1. The Web Application is provided to you and is accessible on an as-available basis. The Committee makes no express or implied warranties, including, but not limited to, warranties as to the quality and suitability of the Web Application for a particular purpose and the non-infringement of the Web Application's user agreement by other users.
2. The Committee does not warrant that the Web Application will be uninterrupted, timely, secure or error-free.
3. You will be solely liable for any damage to your computer system or loss of data that results from the download of any materials.

## **Limitation of Liability**

To the extent permitted by applicable law, the Committee shall in no event be liable for any direct or indirect damages arising:

1. From the use or inability to use the Web Application;
2. As a result of unauthorized access to the Web Application by a user or the modification of your transmission or your database;
3. As a result of the conduct of a third party while using the Web Application.

## **Force Majeure**

Neither you nor the Committee will be liable for delays or failure to perform hereunder due to causes beyond their control, including, but not limited to, cyber-attacks, epidemics, pandemics (including any additional consequences or situations arising from the outbreak of the COVID-19 coronavirus), acts of God or a public enemy, acts of a government in its sovereign or contractual capacity, floods, earthquakes, and civil disobedience, unless caused or facilitated by their negligence.

## **Amendments**

The Committee reserves the right to amend, in whole or in part, the User Agreement and may also change the nature of the products and services offered at its sole discretion, including informing the User when accessing the Web Application. If you do not agree with the changes, you must stop using the Web Application and inform us as soon as possible. The changes will take effect on the date mentioned above.

## **Applicable Laws**

This User Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada, applicable to contracts between Quebec residents and to be executed in Quebec. The parties irrevocably submit to the jurisdiction of the courts of the province of Quebec.

## **Termination of the Agreement**

The Committee may terminate this agreement at any time by simple notice sent to the User and withdraw, in whole or in part, the Web Application.