

CPK Solutions

Policies

Interactive version

English



Nov 13th, 2023

**If you need to contact us about any of these policies,
please do so by emailing us at:**

support@cpksolutions.ca

Or by calling us at:

+1 (438) 388-3333

Table of Contents

1. Privacy Policy	2
2. Terms and Conditions	4
3. Cookie Policy	6
4. Prohibited Businesses	8
5. Refund Policy	14

1. Privacy Policy

At CPK Solutions G.P., we are committed to ensuring the privacy and security of our clients' personal information in compliance with Quebec, international, and local laws. This privacy policy outlines our practices concerning the collection, use, and disclosure of personal information, with particular emphasis on the utilization of third-party payment processors like Stripe.

1.1. Collection of Personal Information

We collect personal information, such as name, address, email address, and phone number, when provided by you through our website, email, phone, or in person. Additionally, personal information may be obtained from publicly available sources or third-party service providers.

1.2. Use of Personal Information

Personal information is used to deliver our services, maintain communication with clients, and enhance service quality. With your consent or as required by law, we may also employ personal information for other purposes.

1.3. Disclosure of Personal Information

Personal information may be disclosed to our employees, contractors, and service providers as necessary for service provision. We may also disclose personal information in response to legal obligations, such as court orders or compliance with relevant laws.

1.4. Usage of Cookies

We use cookies on our website to ensure you get the best experience. By clicking accept on our cookie alert, you agree to our cookie policy and privacy policy.

1.5. Usage of Third-Party Payment Processors

For payment processing, we may engage third-party service providers like Stripe. These providers have their privacy policies, and we encourage you to review them for a comprehensive understanding of how they handle your personal information during transactions.

1.6. Retention of Personal Information

Personal information is retained for the duration necessary to fulfill its intended purposes, unless extended retention is mandated or permitted by law.

1.7. Security of Personal Information

We implement reasonable measures, including physical, technical, and administrative safeguards, to protect personal information from unauthorized access, disclosure, and use.

1.8. Access to and Correction of Personal Information

You have the right to access and correct your personal information in our records. To initiate such requests, please contact us using the information provided below.

1.9. Changes to Privacy Policy

This privacy policy may be periodically updated to align with alterations in our privacy practices or legal requirements. We will publish the revised policy on our website, specifying the last update date.

By using our website or services, you agree to the terms outlined in this privacy policy. Please review this policy regularly for any updates.

2. Terms and Conditions

These terms and conditions govern your use of our software and services, including the design and development of websites. By accessing and using our software and services, you agree to be bound by these terms and conditions. If you do not agree with any part of these terms and conditions, please refrain from using our software and services.

2.1. Use of Software and Services

Our software and services, including website design and development, are provided for your personal and business use. You agree not to use them for any illegal or unauthorized purpose. Unauthorized use may result in termination of your access to our software and services.

2.2. Intellectual Property

All intellectual property rights in our software and services, including copyrights, trademarks, and trade secrets, are the property of CPK Solutions G.P. You may not use, copy, modify, distribute, or exploit our software and services without our prior written consent.

2.3. Rights of Use and Conditions of Use/Purchase

2.3.1. Rights of Use: Upon payment and compliance with these terms, you are granted a limited, non-exclusive, non-transferable right to use our software and services for their intended purpose.

2.3.2. Conditions of Use/Purchase: By using or purchasing our software and services, you agree to comply with all applicable Quebec, international, and local laws and regulations.

2.4. Usage of Stripe

If you choose to make payments through our software and services, you agree to abide by Stripe's terms of service and privacy policy. Stripe is a third-party payment processor, and any transactions are subject to their terms and conditions.

2.5. Warranty and Limitation of Liability

Our software and services are provided on an "as is" and "as available" basis. We do

not guarantee that our software and services will be uninterrupted, error-free, or free of viruses. CPK Solutions G.P. is not liable for any damages arising from your use of our software and services.

2.6. Indemnification

You agree to indemnify and hold CPK Solutions G.P. and its officers, directors, employees, and agents harmless from any claims, damages, expenses, and liabilities, including reasonable attorneys' fees, arising from your use of our software and services.

2.7. Governing Law

These terms and conditions are governed by the laws of Quebec, Canada. Any dispute arising from these terms and conditions shall be resolved by the courts of Quebec.

2.8. Modification of Terms and Conditions

CPK Solutions G.P. may modify these terms at any time. Changes take effect immediately upon posting on our website. Your continued use of our software and services constitutes acceptance of the updated terms.

3. Cookie Policy

This Cookie Policy explains how CPK Solutions G.P. ("CPK Solutions", "we", "us", "our") uses cookies and similar technologies on our website (<https://www.cpk solutions.ca>). By using our website, you agree to our use of cookies and similar technologies as described in this policy.

3.1. What are cookies?

Cookies are small text files that are stored on your device when you visit a website. They are used to remember your preferences, enable certain functionalities, and provide analytics to website owners.

3.2. How do we use cookies?

3.2.1. We use cookies for the following purposes:

3.2.1.1. Necessary cookies:

These cookies are essential for the website to function properly. They enable basic functionalities like page navigation, accessing secure areas of the website, and filling out forms. Without these cookies, the website may not function properly.

3.2.1.2. Analytical cookies:

We use analytical cookies to collect information about how visitors use our website. This information helps us understand how the website is being used, which pages are most popular, and identify areas for improvement.

3.2.1.3. Marketing cookies:

We may use marketing cookies to personalize the ads that you see on our website and other websites. These cookies may also be used to track your browsing behavior across different websites.

3.3.1.3. Strictly Necessary cookies:

3.3.1.3.1. `cpk_cookie_accepted`: This cookie is strictly necessary for user acceptance of cookies and data collection, including IP address, device model, device brand, browser, and acceptance date/time.

3.3. What cookies do we use?

3.3.1. We use the following cookies on our website:

3.3.1.1. Necessary cookies:

3.3.1.1.1. PHPSESSID: This cookie is used to maintain a user's session on the website.

3.3.1.2. Analytical cookies:

3.3.1.2.1 _ga, _gid, _gat: These cookies are used by Google Analytics to collect information about how visitors use our website.

3.4. How can you manage cookies?

Most web browsers allow you to control cookies through their settings preferences. However, disabling cookies may limit your ability to use certain functionalities on our website.

3.5. Changes to this policy:

We may update this Cookie Policy from time to time. Any changes will be posted on our website, and the revised policy will be effective immediately upon posting. Your continued use of our website after the posting of any revised policy shall be deemed your acceptance of the revised policy.

4. Prohibited Businesses

At CPK Solutions, we value ethical business practices and adhere to the guidelines of our payment processor, Stripe. Some industries and business activities are considered high-risk or prohibited by Stripe. If your business falls into one of the following categories, please note that an alternative will be offered, which may result in additional costs.

4.1. Prohibited Businesses:

4.1.1. Illegal Products and Services¹

4.1.1.1. Illegal drugs, substances designed to mimic illegal drugs, and equipment designed for the manufacture or use of drugs¹

4.1.1.2. Fake references or ID provision services¹

4.1.1.3. Telecommunications manipulation equipment, including jamming devices²

4.1.1.4. Any business or organization that a. participates, encourages, promotes, or celebrates illegal violence or physical harm to individuals or property, or b. participates, encourages, promotes, or celebrates illegal violence against a group based on race, religion, disability, gender, sexual orientation, national origin, or any other immutable characteristic¹

4.1.1.5. Any other product or service in violation of the law in the jurisdictions where your business is located or targeted¹

4.1.2. Products and Services Infringing on Intellectual Property Rights¹

4.1.2.1. Sale or distribution of music, movies, software, or any other licensed material without proper authorization¹

4.1.2.2. Counterfeit goods; illegally imported or exported products¹

4.1.2.3. Unauthorized sale of brand or designer products or services¹

4.1.2.4. Any other product or service that directly infringes or facilitates the infringement of third-party trademark, patent, copyright, trade secret, property, or privacy rights¹

4.1.3. Unfair, Predatory, or Deceptive Products and Services¹

4.1.3.1. Pyramid schemes¹

4.1.3.2. Schemes to get rich quickly, including: investment opportunities or other services promising high rewards to deceive consumers; schemes claiming to offer high rewards with very little effort or prior work; sites promising fast and easy money; companies making extravagant claims, using deceptive testimonials, engaging in high-pressure sales, and/or using fake testimonials; (with or without a written contract) offering unrealistic incentives/rewards as an inducement to purchase products or services but not fulfilling any demand after purchase¹

4.1.3.3. Valueless services, including the sale or resale of a service without additional benefit to the buyer and the resale of government offers without authorization or added value¹

4.1.3.4. Sale of online traffic or engagement¹

4.1.3.5. Negative marketing and telemarketing¹

4.1.3.6. Predatory mortgage advice, loan services, credit repair, and counseling¹

4.1.3.7. Predatory investment opportunities with little or no money to spend¹

4.1.3.8. Remote technical support; posting photos of judicial identity or paying sites to have them removed; trial mills; chain letters; door-to-door sales¹

4.1.3.9. Any other business that we or Stripe consider unfair, deceptive, or predatory towards consumers¹

4.1.4. Adult Content and Services¹

4.1.4.1. Pornography and other content intended for a mature audience (including literature, images, and other media) depicting nudity or explicit sexual acts¹

4.1.4.2. Adult services, including prostitution, escorts, pay-per-view, sexual massages, and live adult chat features¹

4.1.4.3. Adult video stores¹

4.1.4.4. Erotic clubs, topless bars, and strip clubs²

4.1.4.5. Online dating services²

4.1.5. Certain Legal Services²

4.1.5.1. Law firms collecting funds for purposes other than payment of legal services fees¹

4.1.5.2. Bankruptcy lawyers²

4.1.5.3. Bail²

4.1.6. Firearms, Explosives, and Hazardous Materials

4.1.6.1. Firearms, gunpowder, ammunition, weapons, fireworks, and other explosives¹

4.1.6.2. Peptides, research chemicals, and other toxic, flammable, and radioactive substances²

4.1.7. Gambling

4.1.7.1. Gambling, including online gambling, internet gambling games, lotteries, and contests, fantasy sports leagues with a monetary or material prize¹

4.1.7.2. Skill games, including video game and mobile game tournaments/competitions, card games, board games with a monetary or material prize¹

4.1.7.3. Handling payments for an entry/player right that promises the player to receive a cash or monetary value prize or to pay the winnings of such games¹

4.1.7.4. Sports forecasting or setting odds with a monetary or material prize¹

4.1.7.5. Lotteries¹

4.1.7.6. Auctions with bidding fees¹

4.1.8. Marijuana

4.1.8.1. Cannabis products³

4.1.8.2. Cannabis dispensaries and related activities³

4.1.9. Misuse of Stripe Products¹

4.1.9.1. Use of Stripe products with false, manipulated, inaccurate, or deceptive information regarding your identity, business entity, nature of the business, and any other information requested by Stripe (you must inform us immediately of any changes to your personal and professional information, and we will update it on Stripe)¹

4.1.9.2. Use of Stripe products to facilitate transactions on behalf of another undisclosed

merchant or for products/services not disclosed in the merchant's Stripe account application¹

- 4.1.9.3. Primary use of Stripe as a virtual terminal (e.g., submitting card transactions by manually entering card information)¹
- 4.1.9.4. Processing when no real goods or services are sold, or donation accepted; card testing¹
- 4.1.9.5. Avoidance of card networks' card dispute monitoring programs¹
- 4.1.9.6. Cross-border acquisition when the merchant's business address is outside the jurisdiction of the acquiring Stripe entity, unless authorized under card network rules¹
- 4.1.9.7. Sharing cardholder information with another merchant for cross-payment products or services¹
- 4.1.9.8. Use of Stripe's intellectual property without Stripe's prior written consent; use of Stripe's name or logo, including the use of Stripe's trademarks or service marks in a manner inconsistent with the Stripe Trademark Use Agreement or in a manner that otherwise harms Stripe or the Stripe brand; any action that involves false endorsement by or affiliation with Stripe

The listed business types are representative but not exhaustive.

4.2. Restricted Businesses:

4.2.1. Regulated Industries such as:

4.2.1.1. Financial Products and Services²

- 4.2.1.1.1. Investment and brokerage services²
- 4.2.1.1.2. Loan services²
- 4.2.1.1.3. Buy now, pay later services²
- 4.2.1.1.4. Processing where no real goods or services are sold, or donation accepted; card testing²
- 4.2.1.1.5. Crowdfunding²
- 4.2.1.1.6. Debt collection agencies¹
- 4.2.1.1.7. Insurance services, including medical benefit packages²
- 4.2.1.1.8. Money transmitters, currency exchange services, and other financial services businesses³

4.2.1.1.9. Neobanks / challenger banks²

4.2.1.1.10. Other financial institutions

4.2.1.2. Government Services³

4.2.1.2.1. Government grants³

4.2.1.2.2. Embassy, foreign consulate, or other foreign governments³

4.2.1.3. Cannabidiol (CBD)³

4.2.1.3.1. CBD products containing negligible amounts of THC³

4.2.1.4. Pharmaceuticals, Medical Devices, and Telemedicine²

4.2.1.4.1. Online pharmacies²

4.2.1.4.2. Prescription products, including pharmaceuticals without a present card²

4.2.1.4.3. Prescription and regulated medical devices²

4.2.1.4.5. Telemedicine and telecare services²

4.2.1.5. Tobacco³

4.2.1.5.1. Tobacco products, including e-cigarettes and liquid

4.2.1.6. Other

4.2.1.6.1. Credit card fraud protection and identity²

4.2.1.6.2. Other goods or services subject to age restrictions²

4.3. Additional Information:

4.3.1. The use of Stripe services for any agreement, commitment, or sale of goods/ services directly or indirectly related to jurisdictions that Stripe has deemed high-risk, such as Cuba, Iran, North Korea, Syria, Crimea, Donetsk, and Luhansk regions, or to individuals that Stripe has deemed high-risk, such as individuals or entities on a restricted list of persons or parties from the U.S. Department of the Treasury, the United Kingdom, the European Union, or the United Nations, including sanctions lists established by the U.S. Office of Foreign Assets Control or restricted persons or entities lists established by the U.S. Department of Commerce, is prohibited. Furthermore, it is prohibited to use Stripe products and services to export, reexport, sell, or provide directly or indirectly accounting, trust and company formation services, management consulting, architecture, or engineering services to any person located in Russia. Additionally, it is prohibited to use Stripe products and

services directly or indirectly related to goods prohibited by law (e.g., luxury goods) from Russia.

- 4.3.2. If your type of business is in the list of prohibited businesses, please note that we cannot process payments for your products or services via Stripe. We understand that this may pose a challenge, but it is necessary to comply with industry standards, regulations, and local laws.
- 4.3.3. Please contact us directly to discuss alternative payment solutions that may be available for your specific sector. Depending on the nature of your business, additional fees may apply, and we will work with you to find the best solution to meet your needs. We provide a list of different payment processors for some of the prohibited sectors.
- 4.3.4. For any inquiries regarding payment processing alternatives, contact our support team at support@cpksolutions.ca or call us at [+1 \(438\) 388-3333](tel:+14383883333).
- 4.3.5. Thank you for your understanding and cooperation.
- 4.3.6. Note: This list is subject to change based on updates from Stripe. To view the list on their website, [click here](#).
- 4.3.7. Your business may not be listed here. If in doubt, please contact us.

¹ This business is part of our list of prohibited businesses, whether Stripe allows it or not. We prohibit these businesses in accordance with international and local laws as well as our moral values.

² An exception may be applied to this business after inspection by our team. Stripe may authorize this business if it is not on their prohibited list. We will provide another payment processor, and additional fees may apply if Stripe prohibits this business.

³ This business may be prohibited by Stripe but authorized by us using another payment processor. Additional fees may apply.

5. Refund Policy

At CPK Solutions, we strive for customer satisfaction. If you are unhappy with your purchase, you may request a refund within 30 days of the purchase date. This refund policy is applicable to the acquisition of any website or custom software, provided that only the design phase has been completed.

5.1. Eligibility Criteria:

5.1.1. Websites: Refunds are applicable only if the project involves the design stage and no full development has taken place.

5.1.2. Custom Software: Refunds are applicable if the software is in the design phase and has not progressed to full development.

5.2. Exclusions:

5.2.1 This refund policy does not cover products that have been fully developed. Once a website or custom software project has moved beyond the design phase to full development, it is no longer eligible for a refund under this policy.

5.3. How to Request a Refund:

5.3.1 To initiate a refund request, contact us at support@cpksolutions.ca within 30 days of your purchase. Please provide your purchase details, including the project name and relevant information.

5.4. Quebec Law Compliance:

5.4.1. This refund policy is in accordance with applicable laws in Quebec. We are committed to upholding consumer rights and ensuring transparency in our business practices.

5.4.2. CPK Solutions reserves the right to review and approve refund requests based on the outlined criteria. We aim to process refunds promptly, providing a fair resolution to our valued clients.

5.4.3. For any further inquiries or clarification, feel free to reach out to us at support@cpksolutions.ca.

5.4.4. Refund policy subject to change, updates will be reflected on our official website.