

Terms and Conditions of Use (T&C)



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INTRODUCTION

Welcome to the website groupertrak.com as well as the associated online platform (hereinafter collectively the “Site”, the “Platform”, or the “Online Service”), operated by TRAK - Verification Solutions (hereinafter “TRAK”, “we”, “our”, or “us”).

The Online Services allow users to create an account, submit background verification service requests, complete online transactions, and review the results of their requests. These Terms and Conditions of Use (hereinafter the “T&C”) govern access to, navigation of, and use of the Site, as well as all services offered by TRAK.

The T&C constitute a legal agreement between you (hereinafter “you”, “your”, or “yours”) and TRAK. They must be read in conjunction with our Privacy Policy, which sets out the terms governing the collection, use, retention, and protection of your personal information in accordance with Québec’s Law 25.

By accessing, browsing, or using our Online Services, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions of Use. If you do not agree to these terms or our Privacy Policy, please immediately cease using our Online Services. These Terms and Conditions of Use, together with the Privacy Policy, constitute agreements between you and TRAK.

TRAK reserves the right to modify, update, or supplement the T&C at any time, without prior notice. Such changes will take effect upon their publication. It is your responsibility to regularly review the current version. Your continued use of your Online Services constitutes your acceptance of any modifications made to the T&C.

These T&C are drafted in the French language. In the event of any discrepancy between a translated version and the French version, the latter shall prevail and constitute the only legally binding version.

DEFINITIONS

For the purposes of these Terms and Conditions of Use ("T&C"), the following terms have the meanings set out below, unless the context indicates otherwise.

Client : any natural or legal person who uses TRAK's Services, whether through the Site or the Platform.

Account : a secure access allowing an authorized user to use the Platform, submit requests, and review the results.

Candidate : the person who is the subject of a verification request.

Services : all background verification services offered by TRAK, including, in particular, pre-rental and pre-employment checks.

Verification : a specific check carried out as part of the Services.

Request : a query submitted by a client (or an authorized user) for the execution of one or more verifications for a candidate.

Results / Report : the information, reports, statuses, or findings made available to the client following a request.

Platform : the secure online environment (portal) allowing corporate clients and authorized users to manage their requests and review results.

ETRAK : the method used by TRAK to collect the candidate's consent forms.

Privacy Policy : the TRAK document describing its personal information protection practices, accessible on the Site and subject to updates.

Business Days : Monday to Friday, excluding public holidays recognized in the applicable jurisdiction, unless otherwise indicated.

Unless otherwise indicated, singular terms include the plural and vice versa. Headings are included for ease of reading and do not affect the interpretation of the T&C.



DESCRIPTION OF SERVICES

TRAK - Verification Solutions offers, through its website and online platform, candidate verification services in a pre-rental or pre-employment context.

These services are intended to support property owners, property managers, employers, or recruiters in assessing a candidate's reliability, background, and compliance by providing relevant and legally accessible information.

The verification services offered may include, without limitation:

- credit report ;
- verification of judicial, professional, or academic background ;
- consultation of specialized databases ;
- communication with authorized third parties (references, employers, etc).

The services require a signed consent from the candidate and the submission of specific documents before they can be carried out.

TRAK provides clients with an electronic consent service called ETRAK. Clients have the option to use this service to obtain the candidate's electronic consent in a secure manner and in compliance with applicable regulations.

If the client chooses not to use the ETRAK electronic consent service provided by TRAK, they assume full responsibility for providing a consent form that is in strict compliance with applicable Canadian and Québec laws and regulations. The alternative consent form must meet the current legal standards and must be provided at the time the request is created. In such a case, the client remains fully responsible for the validity of the consent obtained, and TRAK cannot be held liable for any consequences, complaints, or legal actions resulting from a non-compliant or incomplete consent form.

TRAK reserves the right to modify, suspend, or withdraw a service, to adjust its fees or conditions, or to refuse its execution if it violates applicable laws or its ethical principles.

Each of the Services is subject to these Terms and Conditions of Use as well as the Privacy Policy.

SERVICE ACCESS

Access to the Services varies depending on the type of client :

Online Client : a client without a contract who pays directly for the desired type(s) of verification. The Online Client has access to a platform allowing them, among other things, to submit requests and review the results, according to the applicable terms.

Corporate Client : a client with TRAK and access to the platform. The Corporate Client uses the Services in accordance with the terms set out in their agreement (features, conditions, and pricing).



To access the platform, the client (or authorized user) must provide accurate, complete, and up-to-date information, including their identity, contact details, and any other requested information. Access to an account is restricted to individuals who are at least 18 years of age. TRAK reserves the right to refuse, limit, or restrict access to an account, including in cases of inaccurate information, non-compliant use, or when required for security reasons.

The user is fully responsible for the confidentiality and use of their access credentials, where applicable. Any action performed through an account is presumed to be authorized by the user, unless proven otherwise. The user must notify TRAK without delay of any unauthorized access, suspected compromise, or misuse, and take reasonable measures to protect their credentials.

TRAK reserves the right, without prior notice, to suspend or deactivate a user account in the event of fraudulent, abusive, or non-compliant use with these terms, in the event of non-payment, or failure to comply with a legal or contractual obligation. For corporate clients, TRAK may also deactivate an account in the event of prolonged inactivity, as part of its access management and security practices. The user may request the closure of their account at any time. A corporate client may also request the reactivation of a deactivated account, subject to applicable verifications and security measures. In the event of closure or suspension, any orders already placed remain subject to the applicable terms and conditions.

The client undertakes to use the platform in a secure digital environment, to keep their software up to date, to use strong passwords, and not to share their credentials with third parties. TRAK is not responsible for the consequences resulting from unauthorized access to the platform attributable to the client's negligence or security breach.

Regardless of the type of client, a candidate consent form (collected via ETRAK or provided by the client) is required before TRAK can begin its verification process.

In the event of a conflict between these Terms of Use and a signed corporate agreement, the corporate agreement shall prevail.

TERMS OF USE

The user agrees to use the TRAK website, platform, and services in a responsible and lawful manner, in compliance with these Terms of Use, applicable laws, and the rights of third parties.

It is strictly prohibited to use the Website or the platform for the following purposes:

- to submit a verification request without legal basis or legitimate authorization ;
- to intentionally provide false, incomplete, or misleading information ;
- to access or attempt to access data or content without authorization ;
- to disrupt, compromise, or circumvent the security mechanisms of the Website ;
- to infringe on the intellectual property rights or privacy rights of any individual.

TRAK reserves the right to monitor the use of its Online Services to ensure compliance with these terms. In the event of abuse, non-compliance, suspected fraud, or misuses, TRAK may, at its sole discretion and without prior notice :

- to temporarily or permanently suspend or deactivate the access of the offending user ;
- to refuse to process a request or provide a service ;
- to report the situation to the appropriate authorities.

The user is solely responsible for the information they provide to TRAK, the use they make of the results obtained, and any consequences arising from the use of the services. They agree to indemnify TRAK for any claim or damage resulting from non-complaint use of the Website or the services.

By using the Website to submit a request for Services, you certify that you are at least 18 years old and are legally authorized, under the law, to enter into this agreement;

SPECIFIC TERMS BY TYPE OF SERVICE

The services offered by TRAK, whether related to pre-rental or pre-employment, are carried out according to specific terms that vary depending on the type of request, the nature of the verifications, and the technical or administrative timelines required.

Pre-Rental Services: For any verification request in a residential or commercial rental context, the user must provide the required information as well as a signed consent from the prospective tenant. No processing will begin without this document.

TTRAK undertakes to begin the process generally within 8 business hours following the receipt of a valid consent form, subject to the accuracy of the information provided, workload, and availability of external sources. No refund will be issued for a search deemed complete but whose result is negative or incomplete, unless otherwise indicated. In the event of cancellation before the process begins, a full refund may be granted at TRAK's discretion. However, no refund is possible once the request has been accepted and the process has started.

Pre-Employment Services: Pre-Employment Services: For any verification request related to pre-employment services, the user must provide the necessary information, and we must obtain clear and informed consent from the individual concerned. This consent is required for any verification involving personal or confidential information. TRAK undertakes to begin the process generally within 8 business hours following the receipt of valid consent, depending on the nature of the requested verifications, workload, availability of information sources, and the accuracy of the data provided.

As with other services, TRAK reserves the right to refuse or suspend the execution of a request deemed non-compliant, incomplete, or contrary to its legal and ethical obligations. No refund will be issued for a search deemed complete but whose result is negative or incomplete, unless otherwise indicated. In the event of cancellation before the process begins, a full refund may be granted at TRAK's discretion. However, no refund is possible once the request has been accepted and the process has started.

PRICING AND PAYMENT

The services offered by TRAK are subject to fees. Pricing and payment terms vary depending on the type of service requested. All prices are indicated in Canadian dollars (CAD), excluding taxes, unless otherwise stated.

Online Client: For online clients, the applicable fees are clearly indicated to the user on the website at the time of the order.

Payment is required at the time of submitting the request and is made online by credit card or through any other secure payment method offered on the website. No process will begin until payment has been completed.

For certain Services, additional fees may apply, depending on the information required or the requirements of the requested service. When this possibility exists, it is indicated at the time of Service selection. If additional fees are indeed required, the online Client will be informed and must make an additional payment before proceeding with the execution of the relevant Service. Any other Services ordered, if applicable, remain unchanged.

TRAK reserves the right to modify fees at any time, without notice. The price charged is the one displayed at the time of the valid order.

In the event of cancellation before the process begins, a full or partial refund may be granted at TRAK's discretion. No refund will be issued once the process has started, even if the results obtained are incomplete, negative, or unsatisfactory.



Corporate Client: For corporate clients, rates are defined under a contract concluded between TRAK and the client company. Invoices are issued in accordance with the terms provided in the contract: frequency, payment method, deadlines, specific conditions, etc.

TRAK reserves the right to suspend services in the event of non-payment or failure to comply with the terms of the agreement.

Additional fees may apply in certain cases, particularly if the verification requires action outside of Canada or involves a complex process. The client will be informed in advance and may choose whether or not to proceed.

In the event of cancellation by the client before the process begins, a full or partial refund may be granted at TRAK's discretion. No refund will be issued once the request has been submitted or started, even if the results are incomplete, negative, or unsatisfactory, in accordance with the terms described in Section 5.

All transactions are subject to applicable taxes under the provincial or federal laws in force in Canada. The client is responsible for ensuring that payments made are authorized, valid, and do not violate any banking or contractual regulations.

INTELLECTUAL PROPERTY

All content available on the TRAK website and platform – including, without limitation, text, visuals, logos, documents, databases, form structures, downloadable content, graphic elements, interfaces, software, and computer code (collectively, the “Data”) – is protected by Canadian and international intellectual property laws.

Unless otherwise indicated, this content is the exclusive property of TRAK – Verification Solutions, or is licensed for its use. Nothing in these Terms of Use may be interpreted as granting the user any right to copy, modify, distribute, commercialize, or reuse the content of the Website without prior written authorization from TRAK.

It is specifically prohibited to :

- reproduce or redistribute reports generated by TRAK to unauthorized third parties ;
- use the logos, trademarks, or branding of the Website for commercial purposes without written authorization ;
- embed the content or elements of the Website into a third-party site without permission.

Any unauthorized use of the content constitutes a violation of TRAK’s rights and may result in civil or criminal proceedings.

If you believe that any content available on our Online Services infringes your intellectual property rights (copyright, trademark, patent, etc.), please contact us at verifications@groupepetrak.com, providing the following information:

- proof of your authorization to act on behalf of the right holder ;
- a description of the patent or trademark that you claim to own ;
- the exact location of the disputed content ;
- your complete contact information (address, email, phone number) ;
- a statement that you believe, in good faith, that the contested use is not authorized by the rights holder or by law ;
- a statement by you that the information provided above is accurate and that you are the owner of the patent or trademark, or that you are authorized to act on their behalf ;
- your handwritten or electronic signature.

PERSONAL DATA PROTECTION

TRAK places great importance on the confidentiality of personal information processed as part of its services and is committed to ensuring its protection in accordance with applicable laws, including Quebec's Law 25 and other applicable legislation.

As part of the use of our Online Services, TRAK may collect, use, store, or transmit personal information solely for the purpose of providing its verification services. This information is handled confidentially, securely, and in accordance with the required consents.

TRAK acts as the data controller and implements appropriate organizational, contractual, and technological measures to ensure the security, integrity, and confidentiality of data, including sensitive information.

TRAK may share certain personal information with third-party partners when necessary to carry out a requested verification. These partners have access only to the information required to perform the task, are subject to confidentiality obligations, and may not use the information for purposes other than providing the service.

Candidates may, within the limits provided by law :

- access their personal information ;
- request correction in case of error or inaccuracy ;
- request the deletion (or anonymization) of personal information ;
- withdraw previously given consent ;
- ask any questions regarding the use of their data.

This section provides a summary of our privacy commitments. For more information on the types of data processed, retention periods, recognized rights, and request procedures, we invite you to consult our Privacy Policy, which is accessible directly on our website and on our platform.

SERVICE SECURITY AND AVAILABILITY

TRAK implements technical, organizational, and contractual security measures designed to protect access to, confidentiality of, and integrity of the data processed on its platform.

The platform is hosted in a secure environment and is protected by encryption protocols, access controls, connection monitoring, and internal procedures designed to minimize the risk of intrusion, loss, or data leakage.

While TRAK strives to ensure continuous availability of its Online Services, it cannot guarantee uninterrupted access or the complete absence of failures. Maintenance operations, updates, or events beyond its control may temporarily affect the service.

In the event of a planned interruption, TRAK will, whenever possible, make reasonable efforts to inform users in advance. TRAK cannot be held responsible for delays or temporary unavailability, nor for any consequences related to the inability to access the website or services during a given period.

The user remains responsible for the security of their own systems, digital environment, and the protection of their access credentials. It is their responsibility to take the necessary precautions to guard against viruses, malware, phishing attempts, or other risks associated with online navigation.

LIMITATION OF LIABILITY

TRAK makes all reasonable efforts to provide reliable and secure Online Services that meet user expectations. However, access to the Website and use of the services are provided “as is” and “as available,” without any express or implied warranty regarding performance, continuous availability, or the accuracy of content or results obtained.

TRAK implements up-to-date security protocols and recognized defense mechanisms to protect its website and servers against intrusions, viruses, malware, or other threats. However, as no system is infallible, TRAK cannot guarantee that the Online Services are free from harmful components or attack attempts. Use of the Online Services, including any content, data, or software downloaded or accessed through them, is at the user's own risk. TRAK cannot be held liable for consequences resulting from a security incident beyond its control or occurring despite the protections in place.

TRAK cannot be held responsible for any delay, interruption, or failure to perform caused by an event beyond its reasonable control (including, without limitation, a breakdown, an interruption at a supplier, a cyberattack, damage, a natural disaster, a strike, or any government action). TRAK will make reasonable efforts to restore the service as soon as possible.

TRAK also cannot be held responsible for any consequences arising from the interpretation of information or data displayed on its Online Services, nor for their use by the user or any third party.

TRAK shall in no event be liable for any direct or indirect, incidental, exemplary, special, or punitive damages, or any other damages of any kind, including but not limited to loss of use, loss of profits, or loss of data, whether in a contract claim or a tort claim, arising out of or in any way related to the use of, or the inability to use, the Online Services or the information and documents on the Online Services, or accessible from the Online Services, except to the extent such damages result from its own actions or those of its representative.

INDEMNIFICATION

By using the TRAK website, platform, and services, you agree to indemnify, defend, and hold harmless TRAK – Verification Solutions, as well as its officers, employees, representatives, partners, and suppliers, from any claim, liability, damage, loss, cost, or expense, including reasonable attorney's fees, arising from :

- a violation of these Terms of Use or any other applicable policy ;
- fraudulent, abusive, or illegal use of the Online Services ;
- the transmission of unauthorized, incorrect, misleading, or unlawful content ;
- or any infringement of a third party's rights, including privacy, reputation, or intellectual property rights.

This indemnification obligation remains in effect even after the account is closed or the relationship between the user and TRAK ends. It specifically covers any legal proceeding, out-of-court claim, or remedial action imposed on TRAK as a result of the user's wrongful or negligent behavior.

TRAK reserves the right to assume sole control of the defense of its interests in any dispute under this clause, without reducing the user's indemnification obligation.

GOVERNING LAW AND JURISDICTION

These Terms of Use, as well as any use of the website, platform, or services offered by TRAK, are governed by and interpreted in accordance with the laws in force in the province of Quebec. Since laws may differ between provinces in Canada, by accessing the Online Services, you and TRAK agree that the Terms of the Online Services will be governed by and interpreted under the laws of the province of Quebec, without regard to conflict of law principles, which laws will apply to all matters related to the use of the Website.

In the event of a dispute, conflict, or claim arising from the interpretation, application, or enforcement of these terms, the parties agree to submit their dispute to the exclusive jurisdiction of the courts located in the judicial district of Longueuil, province of Quebec.

These Terms of Use are written in French. In the event of a conflict or inconsistency between a translated version and the French version, the French version shall prevail and constitute the only version with legal value.

If any provision of these Terms of Use is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

QUESTIONS AND COMMENTS

For any questions, information requests, or comments regarding these Terms of Use, the platform, or TRAK's services, you may contact us at the following:

TRAK – Verification Solutions

verifications@groupepetrak.com

1-800-318-8855



SIMPLIFY YOUR BACKGROUND 
CHECK