Privacy Policy

Canadian Pacific Railway Company, along with its affiliates and subsidiaries, (each and together "CP") fully respects the right to privacy and is committed in safeguarding personal information.

As a federally regulated organization, CP is subject to Canada's Personal Information Protection and Electronic Documents Act (PIPEDA) which governs the collection, use, or disclosure of Personal Information, as defined in PIPEDA; meaning information about an identifiable individual, but does not include business contact information of the individual ("Personal Information").

By accessing and using the CPShare web application ("CPShare"), you, the user ("User"), is consenting to the collection, use and disclosure of all Personal Information provided and hereby acknowledge and agree to this Privacy Policy which is subject to change from time to time, without notice. User is encouraged to revisit this link regularly in order to obtain the most current policy.

User may be required to provide information such as name, email address, password, and other personal information in order to obtain certain products and/or services offered on the CPShare. Additionally, Personal Information may also be collected by way of "cookies" or other tracking technologies in order to identify User and track User's preference.

All information, and documents supplied by User is held in confidence and will not be used, or disclosed for any other purpose other than to be used by CP to:

1. verify identity and authority;
2. provide requested services and products,
3. perform all ancillary business functions such as recording and tracking business activities, assessing service level, statistical analysis, research and development of business models, project development, and promotion and marketing of CP's products and services; and
4. comply with, and in strict accordance to applicable legal requirements of any authority having jurisdiction therein.

Except as otherwise provided herein, CP will not knowingly sell, share, trade, rent or otherwise disclose User's personal information to any other party without first notifying User, and where appropriate, obtains User's consent.

User has the right to access CP's records of User's Personal Information at all times. CP will make every reasonable effort to keep User's Personal Information up-to-date. However, CP mainly relies on User to notify CP when User's Personal Information changes or needs to be otherwise corrected.

In the event User has any questions or concerns regarding the Privacy Policy, or in the event User needs to notify or otherwise contact CP, User should direct all communication to, as follows:

Canadian Pacific Railway Company
7550 Ogden Dale Rd SE
Calgary, Alberta
T2C 4X9

Contact:

Sam Tahhan
Telephone: 403-319-3066
Email: CP Share CP_Share@cpr.ca is group mailbox used by IS support team
Terms of Use

1. Introduction

1.1 Canadian Pacific Railway Company, along with its affiliates and subsidiaries (“CP”) is pleased to provide you access to the CPShare web application, (“CPShare”).

1.2 By registering and using the CPShare, you, the user (“User”) acknowledges and agrees to be bound by these terms and conditions.

2. User Representation and Warranties

2.1 User represents and warrants that User has obtained all necessary approvals, consents and authorization from a CP employee, if User is an agent; the employer, if User is an Employee; and any other third party having proper authority, to access and use this CPShare, provide User's Input, request information, or to conduct business transaction upon this CPShare, and to accept the terms and conditions contained in these Terms of Use on behalf of such CP employee, employer or other third party.

2.2 User represents and warrants that User will keep all username, password, account number and other identifying information (“Login Identification”) created or assigned for the purpose of accessing the CPShare in strict confidence.

2.3 In any event, CP shall not be responsible for any use of or transaction conducted on the CPShare by any party in possession of Login Identification or from any other unauthorized access.

3. Limited User Access

3.1. User is hereby granted a non-exclusive, limited access to CPShare in accordance with the following:

(a) CPShare may be used solely for personal and non-commercial purposes. For commercial purposes, only where User has ongoing business relationship with CP,
and the use of CPShare is necessary, or incidental to said business relationship, provided, User is not in default of any duties or obligations with CP, in which case User may use CPShare strictly for the contemplated commercial purpose ("Permitted Purpose");

(b) The contents of CPShare which includes all text, document, information, materials, images, graphics, logos, slogans, trade names, trademarks, trade secrets, and all other intellectual property of CP and related software, products, services, as well as all Third Party Content of the respective Third Party, contained in or displayed on CPShare ("CPShare Content") and where context permits, includes their software algorithm, layout, design, organization and presentation) are made available on CPShare merely for User's convenience and intended to be used only for the Permitted Purpose. User's use of CPShare and CPShare Content and User's reliance thereon is at User's own risk;

(c) CP may from time to time, without notice and restriction, change the CPShare’s functions, themes, etc.;

(d) User shall not sub-license, display, publish, reproduce, create derivative works, sell, transfer, transmit CPShare, or CPShare Content in whole or in part;

(e) User shall not copy, translate, disassemble or decompile, nor attempt to create, by reverse engineering or otherwise, the source code from the object code of any software contained, referenced or linked to on this CPShare;

(f) User may provide User's Input, and may view and print CPShare Content, as displayed, for the Permitted Purpose, however, only those data, information, materials and other CPShare Content stored, retrieved or otherwise produced by CP shall be deemed to be complete and accurate. User shall cause all printed CPShare Content to contain a notice that such CPShare Content is governed by these Terms of Use.

(g) User agrees to take all reasonable steps and the same protective precautions to safeguard CPShare Content from disclosure to third parties as with its own proprietary and confidential information;
3.2. All CPShare Content are the property of CP or of the respective Third Party and all proprietary and moral rights attached thereto are hereby reserved. For greater certainty, the exhibition or display of CPShare Content does not imply any grant of any right or license to same.

3.3. CP reserves the right to change or revoke access to CPShare or any other terms of conditions in the Terms of Use, at any time, and without notice or liability at CP’s sole and complete discretion;

3.4. CP does not guarantee CPShare availability at all times, as such CPShare may be interrupted, limited or curtailed due to maintenance and repair work, transmission or equipment limitations/failures, collocation failures or due to an emergency. CP is not responsible for data, messages or pages that you may lose or become misdirected because of interruptions or performance issues with CPShare.

4. Links To Third Party Sites

4.1. CPShare may contain or display information and other material supplied by third parties (“Third Party”), which may contain links or references to websites hosted by Third Parties, or may contain software, products or services provided by Third Parties (each and together 'Third Party Content'). All such Third Party Content is provided merely for the convenience of the User;

4.2. CP does not control any such Third Party, nor does it control, maintain or operate any Third Party Content. As such, CP does not endorse, and has not verified any information, product or services contained in or offered through Third Party Content and make no representation or warranty of any kind, either expressed or implied with respect thereto;

4.3. Third Party Content may be governed by terms and conditions separate, and apart from this Terms of Use as set out herein. User shall be solely responsible for complying with the terms and conditions relating to the Third Party Content.
5. **Limitation and Exclusion of Liability**

CPSHARE CONTENT, PARTICULARLY ALL TEXT, DATA, INFORMATION, MATERIALS, AND ALL RELATED SOFTWARE, PRODUCTS, SERVICES, OR OTHER CONTENTS FOUND OR OFFERED ON, OR PROVIDED OR ACCESSIBLE THROUGH, OR OBTAINED OR OBTAINABLE FROM CPSHARE MAY CONTAIN ERRORS, INACCURACIES, OMISSIONS, DEFECTS; MAY HAVE BECOME OUT OF DATE; AND MAY BE MODIFIED FROM TIME TO TIME BY CP OR BY ANY THIRD PARTY. TEXT, DATA, INFORMATION OR MATERIALS ENTERED OR PROVIDED BY USER THROUGH CPSHARE ('USER'S INPUT') MAY NOT BE FULLY OR PROPERLY TRANSMITTED TO, RECEIVED, OR PROCESSED BY CP OR THE THIRD PARTY. USER SHALL BE SOLELY RESPONSIBLE FOR ENSURING THE ACCURACY, COMPLETENESS, AND TIMELINESS OF USER'S INPUT AS WELL AS ENSURING THAT THE USER'S INPUT IS TRANSMITTED, RECEIVED AND PROCESSED BY CP OF THE APPROPRIATE THIRD PARTY. NEITHER CP NOR ANY THIRD PARTY WARRANTS THAT CPSHARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR FREE OF ANY VIRUS, OR OTHER PROGRAM CODE DESIGNED TO DISRUPT, DISABLE, HARM, INTERFERE WITH OR OTHERWISE ADVERSELY AFFECT CPSHARE, USER'S COMPUTER OR MOBILE DEVICES. USE OF CPSHARE IS AT THE SOLE RISK OF USER.

5.2. CPSHARE AND ALL CPSHARE CONTENT ARE PROVIDED ON 'AS IS' AND 'AS AND WHEN AVAILABLE' WITHOUT WARRANTY, CONDITION, REPRESENTATION OR GUARANTEE OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTIES RESPECTING TITLE; QUALITY; ACCESSIBILITY; PERFORMANCE ACCURACY; OR CONTENT ACCURACY, ADEQUACY, COMPLETENESS OR TIMELINESS OF DATA OR INFORMATION, ALL OF WHICH CP HEREBY EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT
PERMITTED BY LAW. IN NO EVENT SHALL CP OR ANY THIRD PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, ECONOMIC, EXEMPLARY OR CONSEQUENTIAL DAMAGES HOWSOEVER CAUSED, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE USE OF THE SITE, OR ANY CONTENT ON THE SITE, INCLUDING THIRD PARTY CONTENT, IRRESPECTIVE OF WHETHER OR NOT CP OR THE THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. User Indemnity

6.1 User agrees to defend, indemnify and hold harmless CP and all Third Parties from and against any and all claims, demands, suits, actions, proceedings, liabilities, damages, judgments, penalties, taxes, fines, costs and expenses (including reasonable expert fees, legal costs on a solicitor and own client basis) arising out of, or resulting from, or otherwise connected to, User’s use of CPShare or of CPShare Contents, or a breach of this Terms of Use.

7. User’s Information and Privacy

7.1 CP is governed by the Personal Information Protection and Electronic Documents Act (PIPEDA), RSC. 2000, c.5, and is committed to safeguarding all Personal Information, as that term is defined in PIPEDA. By accessing and using CPShare, User is consenting to the collection, use and disclosure of all Personal Information provided by User for the purpose of verifying access authority and to enable CP to provide the requested service. All Personal Information provided by User shall be held in accordance with CP’s Privacy Policy.

7.2 Notwithstanding the foregoing, User acknowledges that CPShare is accessed via the internet, and that the internet is not a fully secure or reliable medium. CP does not warrant the confidentiality or privacy of any activity or transaction conducted on CPShare or of CPShare Content.

8. General Terms
8.1 All matters relating to User's access and use of CPShare shall be governed by and interpreted in accordance with the applicable laws of the Province of Alberta and the laws of Canada, excluding any conflict of laws rules or principles thereof. User agrees and hereby submits to the exclusive jurisdiction of the courts of the Province of Alberta, without prejudice to the rights of CP to take proceedings in any other jurisdiction.

8.2 These Terms of Use shall constitute the entire agreement between User and CP with respect to CPShare, CPShare Content, and the User's access and use thereof, and shall supersede all prior or contemporaneous communications, agreements, understandings, negotiations, representations and warranties, whether expressed or implied.

8.3 All references to CP shall include its affiliates, subsidiaries, directors, officers, employees, agents, contractors, successors and assigns.