TERMS OF USE

Please read all the terms and conditions of this agreement with HR Downloads Inc. ("HRdownloads") carefully. By clicking "I Agree," by signing a document that refers to these terms, by agreeing to these terms by telephone, by placing an order, or by using HRdownloads' services, you (the "Customer") agree to be bound by the terms and conditions of this agreement, even if you have not read them. It is important to read this entire agreement. In particular, it contains provisions that may limit your rights, such as the sections entitled "limitations" and "sale details."

Services: HRdownloads provides various products and services ("Services"), including, without limitation, HRdrive™, Surveys and Forms, Live HR Advice, Online Employee Training, Policy Manual Wizard, Job Description Generator, HR Complete™, Time and Attendance, and consulting services that include policy manual audits, custom training, and survey analysis. Access to all Services requires a membership. Limited Services can be accessed through a free, timelimited "trial" membership. These Terms of Use apply to all users of the Services, including "trial" users and users obtaining the Services through indirect sales channels.

Term: Services are provided for a term ("Term") of 12 months minimum. Before the end of a Term, HRdownloads will contact the Customer to inquire if they would like to renew their membership. HRdownloads does not automatically renew any of its Services unless authorized by the Customer.

Customer: HRdownloads memberships are for use by business entities. A Customer account can only be set up under the legal name of the employer entity (which may include a sole proprietor). Employees of the Customer are set up as "users" under the Customer's account. The number of users depends on the selected services. Individual users must all be employees or owners of the Customer, unless HRdownloads chooses to make an exception.

Services to a Customer who represents multiple entities, such as buying groups and franchises, may be available under a customized membership or user structure and pricing.

Intellectual Property: Copyright © 2019 HR Downloads Inc. All rights reserved. The contents of the HRdownloads website, the Services, and any other material provided by HRdownloads are owned by and copyrighted by HRdownloads and its suppliers and may contain trademarks of HRdownloads or others. You may print, copy, or save documents for internal Customer use only. Printing, copying, or saving documents does not, however, extend to HRdownloads' Online Employee Training service. HRdownloads' Online Employee Training is solely to be used via the HRdownloads software platform, and the service or course content therein cannot be repurposed, modified, or disseminated orally or via the HRdownloads platform either internally or to a third party at any time without the express written consent of HRdownloads. Using HRdownloads' Services does not give any Customer ownership of any intellectual property rights in such Services whatsoever.

Unauthorized use beyond that contained in the previous paragraph may violate copyright, trademark, and other laws.

Services Acceptable Use: Online Employee Training is only to be used by the Customer online, and is not to be downloaded or printed. Online Employee Training courses may only be assigned to the Customer's employees or to individuals who perform work with, for, or under the Customer. The Customer must ensure that all users of the Services under their account use the Services in accordance with these Terms of Use.

Services are for the Customer's internal use only. Customer may not repurpose, redistribute, allow third parties to use, or resell Services in any way. Services contain documents that are intended to be assigned as needed by the Customer. The Customer may not bulk download documents. HRdownloads may use technical measures to prevent bulk downloading.

The Services must be used only as intended, for the purposes they are provided for, such as assigning documents for electronic employee approval, sending deadline reminders for assigned content, course assignment, course tracking, course completion, changing of settings, or obtaining employee or customer feedback.

The Customer will not use the Services for purposes proscribed by HRdownloads from time to time, including without limitation illegal or inappropriate purposes; sending spam; perpetration of security breaches; hacking; privacy breaches; fraudulent activity; distribution of viruses or other harmful code; transmission, distribution, or storage of any material protected by copyright, trademark, trade secret, or other intellectual property right without proper authorization or rights, or material that is infringing, obscene, defamatory, fraudulent, untruthful, disrespectful, discriminatory, or abusive; any unauthorized access, alteration, theft, corruption, or destruction of files, data, transmission facilities, or equipment; or to interfere with any other person's use and enjoyment of the site.

HRdownloads does not accept as customers competitive market players who offer any of the same or similar services as HRdownloads, including Online employee files, document delivery and electronic employee sign-off, Employee or Customer Surveys, Online Employee Training, instructor-led training, employee time tracking, HR advice, HR advisory, HR consulting, HR policy development, or HR tools, templates, or guides of any kind.

E-mails: The Services may send e-mails to Customer employees that are initiated by Customer managers and administrators. It is important that such e-mails not be perceived as or reported as spam, as that makes the e-mails ineffective and risks such e-mails being improperly blocked as spam by various automated means. The Customer will allow-list such e-mails on their spam filters if possible. The Customer must educate employees to expect these e-mails and that they are not spam. If Customer employees report these e-mails as spam, HRdownloads may suspend the provision of Services to the Customer, and the Customer will advise any applicable third parties that the e-mails are not spam.

Login IDs and Passwords: Access to the Services requires a login ID and password. HRdownloads will provide a unique ID and password for initial access. It is the responsibility of the Customer and their users to protect that information, including without limitation to change the initial assigned password and use effective passwords that are not easily guessed or discoverable, and keep login IDs and passwords confidential. The Customer is responsible for any activity that occurs under their login IDs. If the Customer discovers any compromise of login IDs or passwords or suspected unauthorized use of the Services using

their identity, they must change their password and immediately report the suspected misuse to HRdownloads.

Limitations: The Services are based on best practice field experience, but are not legal advice. The Services are intended to supply general information only, and not specific human resources or other advice particular to a particular business entity or environment. The Customer is encouraged to consult their own legal or HR advisors regarding the use of the Services for their specific situation.

While HRdownloads uses reasonable efforts to maintain the Services in an up-todate fashion, it does not represent or warrant the completeness, fitness, timeliness, or accuracy of any information contained in the Services, and may make changes at any time in its sole discretion without notice. All Services are provided "as is," "with all faults," "as available," and at the sole risk of Customers.

HRdownloads does not guarantee 100% replication of English language content in the French language. The English language version is the official and original copy.

The Customer is responsible for all uses of the Service, including without limitation for how they use, alter, and implement any documents provided as part of the Services. HRdownloads has no responsibility for any misuse of the Services.

The Services may require significant bandwidth or data usage. The Customer is responsible for all charges incurred from their ISP or mobile network service provider in accessing, downloading, or using the Services.

All promises made by HRdownloads are contained in this agreement. No promises implied by law (whether described as warranties, conditions, representations, or otherwise, and whether relating to merchantability, fitness, non-infringement, or otherwise) apply.

The Customer cannot collect any damages from HRdownloads for any reason (whether under legal theories of contract, tort, negligence, strict liability, operation of law, or otherwise) that are not direct damages or exceed the amount paid by the Customer to HRdownloads for 12 months of the Services that the claim arises from.

HRdownloads relies on these limitations when entering this agreement and setting its fees. They are a fundamental and essential part of our arrangement, and apply even if this agreement has failed in its fundamental or essential purpose, or has been fundamentally breached.

Governing Law: The Services and the HRdownloads website are governed by the laws of the Province of Ontario, Canada, excluding any conflicts of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any legal action against HRdownloads shall take place in the courts of the Province of Ontario. The parties attorn to the nonexclusive jurisdiction of the courts of Ontario.

Links: The Customer may link to the HRdownloads website; however, the Customer may not place full or partial pages within frames on their site.

Any third-party sites that are linked to the HRdownloads website are not under HRdownloads' control. HRdownloads is not responsible for anything on the linked sites, including without limitation any content, links to other sites, any changes to those sites, or any policies those sites may contain. HRdownloads provides links as a convenience only and such links do not imply any endorsement by HRdownloads of those sites.

HRdownloads offers potential marketing partnerships to qualified parties who wish to link to, upload, or reference HRdownloads' content, including marketing related materials, videos, collateral, or documentation of any kind. Permission must be obtained before linking to or referencing HRdownloads' content.

Privacy: Please see our Privacy Policy. The "contact us" e-mail feature on the HRdownloads website is like any e-mail service, and is not a secure facility. We discourage you from using it to send sensitive or private information.

Confidential Information: Confidential Information is all information provided to HRdownloads that is not generally known to the public, whether of a technical, business, or other nature (including without limitation employee information, business plans, finances, identity and number of your employees, or contractors and their backgrounds or knowledge), whether or not identified as being proprietary or confidential, or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as proprietary or confidential.

Confidential Information shall not include (except for any personally identifiable information about an individual that relevant privacy legislation or policies do not allow to be disclosed): (a) any Confidential Information that is in the public domain at the time of its disclosure or which thereafter enters the public domain through no action of HRdownloads, direct or indirect, intentional or unintentional; (b) any Confidential Information which HRdownloads can demonstrate was in its possession or known to it before its receipt, directly or indirectly, from the Customer; (c) any Confidential Information that is disclosed to HRdownloads by another party not in violation of the rights of the other party or any other person or entity; (d) any Confidential Information which is either compelled by law or by the order of a court of competent jurisdiction to be disclosed; and (e) any Confidential Information that HRdownloads has anonymized and aggregated for statistical purposes.

HRdownloads shall (i) not use Confidential Information for any purpose other than providing its Services to the Customer; (ii) not disclose Confidential Information to anyone without the Customer's prior written authorization; (iii) handle, preserve, and protect Confidential Information with at least the same degree of care that it affords its own Confidential Information; (iv) disclose Confidential Information only to its employees or subcontractors who require such information in order to perform the Services and are under confidentiality obligations.

Customer Data: Some Services retain Customer data. HRdownloads will destroy such data 365 days after the end of an unrenewed Term, or earlier if instructed to delete by the Customer. If the Customer desires that data, the Customer must download such data before the end of an unrenewed Term. HRdownloads may charge for Customer data export requests.

Phone Support: To gain access to Services or customer support, the Customer may be required to speak with a representative by phone. Calls between HRdownloads' staff members and Customers are recorded for quality assurance purposes. A validation may be required for security purposes before consultation with an HRdownloads representative.

Sale Details: HRdownloads tries to provide accurate information on its website and in its Services, but errors may occur. HRdownloads reserves the right to change the Services available and prices without any notice or liability. HRdownloads cannot guarantee products or Services advertised will be available when ordered or thereafter. HRdownloads reserves the right at any time to reject, correct, cancel, or terminate any sale for any reason whatsoever. If the Customer orders Services for which the price was incorrectly displayed, HRdownloads will provide the Customer with an opportunity to place an order at the correct price. If the Customer orders Services that are not available, HRdownloads will notify the Customer by e-mail or by telephone. HRdownloads reserves the right to limit quantities sold. Nothing on the website or in HRdownloads marketing materials is an offer to sell. The Customer's properly completed and delivered quote approval is the Customer's offer to purchase the products or Services contained in the Customer's order. The Customer's purchase is deemed accepted only if and when HRdownloads sends an order acceptance to the Customer's e-mail address.

Cancellation of Service: Services pricing is based on a minimum 12-month Term. HRdownloads does not offer membership cancellations or refunds during the Term.

HRdownloads reserves the right to terminate Services if the Customer violates these Terms of Use in addition to and not in substitution for any other remedies HRdownloads may have at law or in equity.

Changing these terms: HRdownloads may change these Terms of Use by updating this web page (https://www.hrdownloads.com/terms-of-use). These Terms of Use were last reviewed on October 4, 2022.

Nothing on this site is intended to be an offering for sale of HRdownloads securities to the public.

HRdownloads[™] may be contacted at: 195 Dufferin Ave, Suite 800 London Ontario N6A 1K7

Phone: 1-877-438-9763