

## **Terms and Conditions**

December 15, 2017

### **Terms and Conditions of Use**

This page states the "Terms and Conditions" under which you may use the job posting service from Agilec (the "Web Site"). Please read this page carefully. If you do not accept the Terms and Conditions stated here, do not use this web site and service. By using this Web Site, you are indicating your acceptance to be bound by the terms of these Terms and Conditions. Agilec may revise these Terms and Conditions at any time by updating this posting. You should visit this page periodically to review the Terms and Conditions, because they are binding on you. The terms "You" and "User" as used herein refer to all individuals and/or entities accessing this web site for any reason.

### **Changes to this Site.**

Agilec may terminate, change, suspend, or discontinue any aspect of this Site, including (i) changing the availability of any features at any time without notice or liability; (ii) changing any fees or charges for use of the Site, including instituting new or increased fees or charges for the use of the Site or any other Site-related services (the "Services") or any features thereof; (iii) removing, adding, modifying or otherwise changing any Content on or from this Site; or (iv) imposing limits on certain features and Services or restricting your access to parts or all of this Site without notice or liability for any reason whatsoever. Agilec reserves the right but not the duty, in its sole discretion, to correct any errors or omissions in any portion of this Site at any time without notice.

### **Acceptable Site Use.**

The web site may be used only for lawful purposes by individuals seeking employment and career information and by employers seeking employees. You agree to use this site to only send materials and receive content that are proper and related to the purpose of this site. Users may not use the Web Site in order to transmit, distribute, store, or destroy material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret, or other intellectual property rights of others or violate the privacy, publicity, or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive, or hateful.

### **Web Site Security Rules.**

Users are prohibited from violating or attempting to violate the security of the Web Site, including, without limitation, (a) accessing data not intended for such user or logging into a server or account which the user is not authorized to access, (b) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with

service to any user, host, or network, including, without limitation, via means of submitting a virus to the Web Site, overloading, "flooding", "spamming", "mailbombing", or "crashing", (d) sending unsolicited e-mail, including promotions and/or advertising of products or services, or (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability. Agilec will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

Agilec may disclose information if it believes that it is necessary to do so to comply with any legal requirements, protect the rights of Agilec, or protect the safety of users of this site or the general public. Additional information with respect to Agilec's privacy practices can be found [here](#).

### **Specific Prohibited Uses**

The Web Site may be used only for lawful purposes by individuals seeking employment and career information and employers seeking employees. Agilec specifically prohibits any use of the Web Site, and all users agree not to use the Web Site, for any of the following:

Posting any incomplete, false, or inaccurate information about your company.

Posting any franchise, pyramid scheme, "club membership", distributorship, or sales representative agency arrangement or other business opportunity which requires an upfront or periodic payment, pays commissions only (no significant salary), requires recruitment of other members, sub-distributors, or sub-agents.

Deleting or revising any material posted by any other person or entity.

Using any device, software, or routine to interfere or attempt to interfere with the proper working of this Web Site or any activity being conducted on this site.

Taking any action which imposes an unreasonable or disproportionately large load on this Web Site's infrastructure.

If you have a password allowing access to a non-public area of this Web Site, disclosing to or sharing your password with any third parties or using your password for any unauthorized purpose.

Notwithstanding anything to the contrary contained herein, using or attempting to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to navigate or search this Web Site other than the search engine and search agents available from Agilec on this Web Site and other than generally available third-party web browsers.

Attempting to decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Web Site.

Aggregating, copying, or duplicating in any manner any of the materials or information available from the Web Site.

Framing of or linking to any of the materials or information available from the Web Site.

### **User Information.**

When you submit a job posting, you will be asked to provide Agilec with certain information including, without limitation, a valid email address (your "Information"). In addition to the terms and conditions that may be set forth in Agilec's Privacy Policy located [here](#) on this Web Site, you understand and agree that Agilec may disclose to third parties, on an anonymous basis, certain aggregate information contained in your registration application. Agilec will not disclose to any third party your name, address, e-mail address, or telephone number without your prior consent, except as permitted or required by law. Agilec reserves the right to offer third party services and products to you based on the preferences that you identify in your registration and at any time thereafter; such offers may be made by Agilec or by third parties. Please see Agilec's [Privacy Policy](#) for further details regarding your Information.

### **User Submissions.**

As a user, you are responsible for your own communications and are responsible for the consequences of your posting. You must not, and by using this Web Site you agree not to, do the following things: post material that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it; post material that reveals trade secrets, unless you own them or have the permission of the owner; post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others; post material that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user or any other person or entity; post a sexually-explicit image or statement; post advertisements or solicitations of business, post chain letters or pyramid schemes; impersonate another person; or post material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or information.

Agilec does not represent or guarantee the truthfulness, accuracy, or reliability of communications posted by users or endorse any opinions expressed by users. You acknowledge that any reliance on material posted by other users will be at your own risk.

Agilec acts as a passive conduit for the online distribution and publication of user-submitted information and has no obligation to screen communications or information in

advance and is not responsible for screening or monitoring material posted by users. If notified by a user of communications which allegedly do not conform to these Terms and Conditions, Agilec may investigate the allegation and determine in good faith and its sole discretion whether to remove or request the removal of the communication. Agilec have no liability or responsibility to users for performance or non-performance of such activities. Agilec reserves the right to expel users and prevent their further access to the Web Site for violating the Terms and Conditions or the law and the right to remove communications which are abusive, illegal, or disruptive. Agilec may take any action with respect to user-submitted information that it deems necessary or appropriate in its sole discretion if it believes it may create liability for Agilec or may cause Agilec to lose (in whole or in part) the services of its ISPs or other suppliers.

By submitting content to any public or non-public area of the Web Site, you grant Agilec and its affiliates the loyalty-free, perpetual, irrevocable, sublicenseable (through multiple tiers), non-exclusive right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform, and display the content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content. You also warrant that the holder of any rights, including moral rights in such content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You also permit any subscriber to access, display, view, store, and reproduce such content for personal use. Subject to the foregoing, the owner of such content placed on the Web Site retains any and all rights that may exist in such content.

### **Registration and Password.**

You are responsible for maintaining the confidentiality of your information and password. You shall be responsible for all uses of your registration, whether or not authorized by you. You agree to immediately notify Agilec of any unauthorized use of your registration or password.

### **Agilec's Liability.**

Agilec's job posting service is only a venue. This Web Site acts as a venue for employers to post job opportunities and does not screen or censor the listings offered. As a result, Agilec has no control over the quality, safety, or legality of the jobs or resumes posted, the truth or accuracy of the listings, the ability of employers to offer job opportunities to candidates or the ability of candidates to fill job openings. In addition, note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, foreign nationals, underage persons, or people acting under false pretenses. You assume all risks associated with dealing with other users with whom you come in contact through the Web Site.

Because user authentication on the Internet is difficult, Agilec cannot and does not confirm that each user is who they claim to be. Because we do not and cannot be involved in user-to-user dealings or control the behaviour of participants, in the event that you have a dispute with one or more users, you release Agilec (and our related corporations, together with our former, current, and future officers, directors, employees, agents and suppliers) from claims, demands, and damages (contractual and extra-contractual, actual and consequential, direct and indirect, punitive) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

We are under no legal obligation to, and generally do not, control the information provided by other users which is made available through the Web Site. By its very nature, other people's information may be offensive, harmful, or inaccurate, and in some cases will be mislabeled or deceptively labeled. We expect that you will use caution and common sense when using this Web Site.

The Material may contain inaccuracies or typographical errors. Agilec makes no representations about the accuracy, reliability, completeness, or timeliness of the Web Site or the Material. The use of the Web Site and the Material is at your own risk. Changes are periodically made to the Web Site and may be made at any time.

You acknowledge and agree that you are solely responsible for the form, content, and accuracy of any resume or material contained therein placed by you on the Web Site. Employers are solely responsible for their postings on the Web Site.

### **Disclaimer of Consequential Damages**

Agilec is not an employer or agent of an employer or candidate for employment with respect to any individual or entity using this Web Site. Agilec is not responsible for any employment decisions made by any individual or entity posting jobs on the Web Site.

Agilec does not warrant that the web site will operate error-free or that the web site and its server are free of computer viruses or other harmful mechanisms. If your use of the web site or the material results in the need for servicing or replacing equipment or data, Agilec is not responsible for those costs.

The web site and material are provided on an "as is" basis without any warranties of any kind. Agilec, to the fullest extent permitted by law, disclaims all warranties, whether express or implied, including the warranty of merchantability, quality, fitness for particular purpose, and non-infringement. Agilec makes no warranties about the accuracy, reliability, completeness, or timeliness of the material, services, software, text, graphics, and links.

In no event shall Agilec, its related corporations, together with its former, current, and future officers, directors, employees, agents, and suppliers, or any third parties mentioned on the Web Site be liable for any damages whatsoever, whether for bodily,

moral, or material injury (including, without limitation, indirect, punitive, incidental, and consequential damages, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use the Web Site and the Material, whether based on warranty, contractual, or extra-contractual liability, or any other legal theory, and whether or not Agilec is advised of the possibility of such damages.

### **Links to Other Sites**

The Web Site contains links to third party web sites. These links are provided solely as a convenience to you and not as an endorsement by Agilec of the contents on such third-party Web sites. Agilec are not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party Web sites. If you decide to access linked third party Web sites, you do so at your own risk.

Links do not imply that Agilec sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in or accessible through the links, or that any linked site is authorized to use any trademark, trade name, logo, or copyright symbol of Agilec.

### **Agreement to Privacy Policy**

You agree to abide by Agilec's Privacy Policy, a copy of which is accessible [here](#).

### **No Resale or Unauthorized Commercial Use**

You agree not to resell or assign your rights or obligations under these Terms of Use. You also agree not to make any unauthorized commercial use of the Web Site.

### **Limitation of Liability**

The aggregate liability for Agilec to you for all claims arising from the use of the Materials is limited to \$100.

### **Termination**

Agilec reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of your postings from this Web Site and immediate termination of your registration or ability to access the Web Site and/or any other service provided to you by Agilec, upon any breach by you of these Terms and Conditions or if Agilec is unable to verify or authenticate any information you submit to the Web Site registration with ability to access the Web Site.

### **Indemnity**

You agree to defend, indemnify, and hold harmless Agilec, its officers, directors,

employees, and agents, from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees (judicial and extra-judicial), alleging or resulting from your use of the Material or your breach of the terms of these Terms and Conditions. Agilec shall provide notice to you promptly of any such claim, suit, or proceeding.

## **General**

Agilec makes no claims that the Materials may be lawfully viewed or downloaded outside of Canada. Access to the Materials may not be legal by certain persons or in certain countries. If you access the Web Site from outside of Canada, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. These terms and conditions are governed by the internal substantive laws of the Province of Ontario, Canada, without respect to its conflict of laws principles. Jurisdiction for any claims arising under this agreement shall lie exclusively with the Superior Court of Justice of the Province of Ontario. If any provision of these Terms and Conditions are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided in additional terms of use for areas of the Web Site a particular "Legal Notice," or Software License or material on particular Web pages, these Terms and Conditions constitute the entire agreement between you and Agilec with respect to the use of Web Site. No changes to these Terms and Conditions shall be made except by a revised posting on this page.

## **Additional Terms of Use**

Certain areas of this Web Site are subject to additional terms of use. By using such areas, or any part thereof, you agree to be bound by the additional terms of use applicable to such areas.