

TERMS OF USE

PLEASE READ THESE TERMS OF USE (“TERMS OF USE”) CAREFULLY BEFORE USING THIS SITE. THESE TERMS OF USE FORM PART OF THE AGREEMENT BETWEEN HR DOWNLOADS INC. (“US”) AND YOUR ORGANIZATION (“YOU”) AND ARE SUBJECT TO THE TERMS AND CONDITIONS (AS DEFINED BELOW). THEY APPLY TO ANY USE OF THIS SITE BY ANY USERS GRANTED ACCESS BY YOUR ORGANIZATION.

Agreed terms

1. Interpretation

1.1. The definitions and rules of interpretation in this clause apply in these Terms of Use.

Authorized Users: You and any employee authorized by your organization to use the Software Services as further described in clause 2.1.

Client Agreement: An order form executed between your organization and us more particularly describing the Software Services and the provision of same to you.

Contract: These Terms of Use, the Terms and Conditions, and any other documents executed pursuant to the latter, including but not limited to the Client Agreement.

Data: The data or information in whatever form (including images, still and moving, and sound recordings), the provision of which comprises the Software Services (wholly or in part).

Derived Data: Any Data (wholly or in part) manipulated to such a degree that it:

- a. Cannot be identified as originating or deriving directly from the Data or the Software Services and cannot be reverse-engineered such that it can be so identified; and
- b. Is not capable of use substantially as a substitute for the Data or the Software Services.

Enhanced Access Account: An administrator account controlled by your organization on the Site provided to certain Authorized Users that allows such Authorized Users to access and manage the Software Services we provide to you and to establish and manage the account permissions of other Authorized Users.

Initial Subscription Term: The initial subscription term for the Software Services set out in a Client Agreement between your organization and us.

Manipulate: To combine or aggregate the Data (wholly or in part) with other data or information or to adapt the Data (wholly or in part).

Manipulated Data: Any Data that has been Manipulated. Manipulated Data includes any Derived Data.

Normal Business Hours: The period from 9:00 a.m. to 5:30 p.m. Eastern Time on any day other than a Saturday, Sunday, or public holiday in Canada, when banks in Canada are open for business.

Site: The multi-tenanted software website platform and architecture that hosts and delivers to you the Software Services.

Software Services: Access to certain software provided through our Site's platform services as more particularly described in the relevant Client Agreement between your organization and us (and includes a reference to any software forming or made available as part of such online platform services).

Subscription Fees: The fees payable by your organization to us for the User Subscriptions, as set out in the relevant Client Agreement.

Subscription Term: The Initial Subscription Term together with any subsequent renewal periods.

Terms and Conditions: The terms and conditions that apply to the contract your authorizing organization has entered into with us in relation to, among other things, the provision of the Software Services to you.

User Subscriptions: Where applicable, the user subscriptions your organization has purchased or been granted from time to time that entitle you to access the platform and use the Software Services in accordance with these Terms of Use.

Virus: Any thing or device (including any software, code, file, or program, such as worms, trojan horses, and other similar things or devices) that may prevent, impair, or otherwise adversely affect the operation of any computer software, hardware, or network or any telecommunications service, equipment, or network or any other service or device; prevent, impair, or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering, or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience.

Vulnerability: A weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to such component's confidentiality, integrity, or availability (collectively, "Vulnerabilities").

Your Data: The data inputted by you, an Authorized User, or us on your behalf for the purpose of using the Software Services or facilitating your use of the Software Services.

2. User subscriptions

2.1. Subject to your authorizing organization's timely performance of all of its obligations under the Contract, we grant you a personal, non-exclusive, non-sublicensable, non-transferable, revocable, and limited right to access the Site and use the Software Services during the Subscription Term solely for your organization's internal business operations.

2.2. Certain Software Services offered on or through the Site may require a username and password in order to access such Software Services. **You must create a username and password**, and you are responsible for maintaining the confidentiality of your username, your password, and the information held, if any, in your Authorized User account. You are also responsible for all your account activity that occurs due to your failing to keep the above noted information secure and confidential.

You shall not use anyone else's account or password at any time without the express permission and consent of the Authorized User of that account or password. You may be held liable for losses incurred by anyone, including yourself and us, due to someone else using your account..

2.3. Subject to clause 2.8, you shall not access, store, distribute, or transmit any Viruses or any material during the course of your use of the Software Services that:

- a. Is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, or racially or ethnically offensive;
- b. Facilitates illegal activity;
- c. Depicts sexually explicit images;
- d. Promotes unlawful violence;
- e. Is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- f. Is otherwise illegal or causes damage or injury to any person or property ("**Harmful Materials**");

and we reserve the right to disable your account and/or access to any material that breaches the provisions of this clause.

2.4. Unless permitted to do so by law, you shall not do or attempt to do any of the following:

- a. Copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software Services (including any associated documentation) in any form or media or by any means, or attempt to do so;
- b. De-compile, reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Software Services;
- c. Access all or any part of the Software Services (including any associated documentation) in order to build a product or service that competes with the Software Services;
- d. Use the Software Services to provide services to third parties;
- e. License, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit or otherwise make the Software Services available to any third party;
- f. Obtain or assist third parties in obtaining access to the Software Services other than as provided under this clause 2;
- g. Introduce or permit the introduction of, any Virus or Vulnerability into our network and information systems;
- h. Violate the privacy rights of any person; collect, use, retain, or disclose any personal information without the subject's prior consent;

- i. Reproduce, access, or use any of our Site, Data, or Software Services in order to conduct data mining, apply machine learning tools or models, or train machine learning tools or models or any other artificial intelligence technology; or
- j. Use artificial intelligence tools or models for the purposes of generating text, images or any other material, output, or derivative works based on or using our Site, Data, or the Software Services, whether or not in the same or similar style as our Site, Data, or the Software Services.

2.5. You shall use all reasonable endeavours to prevent any unauthorized access to the Site or use of the Software Services and, in the event of any such unauthorized access or use, promptly notify us.

2.6. If you become aware of any misuse of any of our data or materials, or any security breach in connection with the Software Services that could compromise the security or integrity of our data or materials, or if you or any Authorized User learn or suspect that any security feature has been revealed to or obtained by any unauthorized person, you or any Authorized User shall promptly notify us and fully co-operate with us to remedy the issue as soon as reasonably practicable.

2.7. Your rights to access the Site and use the Software Services are only granted to you.

2.8. You shall not be deemed to be in breach of clause 2.3 if any Harmful Materials are accessed, stored, distributed, or transmitted during the course of and to the extent that this is necessary for your receipt and use of the Software Services or as a result of or in relation to your receipt and use of our Software Services.

2.9. You shall abide by any other rules we publish on the Site, including but not limited to community standards and community guidelines.

3. Additional user subscriptions

3.1. Subject to clause 3.2, if your organization has authorized you to have an Enhanced Access Account, you may request additional User Subscriptions and we may grant access to the Software Services to such additional Authorized Users in accordance with the provisions of these Terms of Use.

3.2. If you have an Enhanced Access Account and wish to purchase additional User Subscriptions, you shall notify us in writing and you shall pay us (in accordance with the terms of the Contract) the relevant Subscription Fees for such additional User Subscriptions as set out in the Client Agreement within 30 days of the date of our invoice. If you purchase additional User Subscriptions partway through the Initial Subscription Term or any renewal period (as applicable), such fees shall be prorated from the date of activation by us for the remainder of the Initial Subscription Term or the current renewal period (as applicable).

4. Software Services

4.1. We shall, during the Subscription Term of the Contract between us and your organization, provide the Software Services to you subject to the Contract.

4.2. We shall use reasonable endeavours to make the Software Services available 24 hours a day, seven days a week, except for:

- a. Planned maintenance performed outside of Normal Business Hours; and
- b. Unscheduled maintenance, in which case we shall (where reasonably practicable) give you at least six hours' notice unless there is an emergency of which we cannot notify in advance.

4.3. We will, as part of the Software Services, provide you with our standard customer support services during Normal Business Hours.

5. Your Data

5.1. You and/or your organization shall own all right, title, and interest in and to all of Your Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of Your Data.

5.2. You shall not provide us Your Data without the authorization of your organization.

6. Our obligations

6.1. In no event will we be liable for any indirect, incidental, consequential, punitive, or special damages in connection with these Terms of Use, whether or not such damages were foreseeable, and even if we were advised that such damages were likely or possible.

In no event will our aggregate liability to you for any claim arising in connection with these Terms of Use exceed \$50.00 CDN. You acknowledge that this limitation of liability is an essential term between you and us relating to the access to the Site, and the use of the Software Services, and we would not provide such access and/or use to you without these exclusions and limitations.

6.2. We do not warrant that:

- a. Your use of the Software Services will be uninterrupted or error-free;
- b. The Software Services and/or the information obtained by you through the Software Services will meet your requirements;
- c. The Software Services will be free from Vulnerabilities; or
- d. The Software Services will comply with any specific cybersecurity requirements that you may have.

6.3. We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and you acknowledge that the Software Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

6.4. You acknowledge and agree to the following:

- a. The Site, the Software Services, and all information and services available on them are delivered "as is" without any conditions or warranty of any kind (including, but not limited to, any implied conditions or warranties, such as the implied warranties of merchantability, fitness for a

particular purpose, title, non-infringement of third-party rights or non-misappropriation of intellectual property rights of a third party, custom, trade, quiet enjoyment, accuracy of informational content or results, or system integration, or any warranties arising under any other legal requirement);

- b. We do not warrant or represent that the Software Services will be delivered free of any inaccuracies, interruptions, delays, omissions, or errors ("**Faults**"), or that all Faults will be corrected, and we shall not be liable for any loss, damage, or cost resulting from any such Faults;
- c. You assume sole responsibility and entire risk as to the suitability and results obtained from use of the Software Service, and any decisions made or actions taken based on the information contained in or generated by the Software Services; and
- d. You are solely responsible for the preparation, content, accuracy, and review of any documents, data, or output prepared or resulting from the use of the Software Services.

6.5. You understand that we are a provider of information (including opinions) for general information purposes only and do not provide compliance, risk management, legal, or other professional advice. Some information may contain opinions, and we are not responsible for any of these opinions. We are not responsible for any loss, damage, or cost resulting from any decisions taken by you that is made in reliance on the Software Services, including legal, compliance, and/or risk management decisions. You agree that you use the Software Services at your own risk in these respects.

7. Term and termination

7.1. On termination of the Contract or these Terms of Use for any reason:

- a. All licences granted under these Terms of Use shall immediately terminate and you shall immediately cease all access to the Site and use of the Software Services; and
- b. We may destroy or otherwise dispose of any of Your Data in our possession.

8. Licence

8.1. You grant to us and our group companies a non-exclusive, non-transferable, irrevocable, paid up, worldwide royalty-free licence to:

- a. Access, view, and Manipulate Data and create Derived Data for analysis, aggregation, and to use same;
- b. Store the Data and Manipulated Data on your network and system in your interests; and/or
- c. Distribute the Data and Manipulated Data to other Authorized Users on your organization's network and system using the Software Services or by e-mail.

9. Indemnity

9.1. You shall defend, indemnify, and hold us harmless against all liabilities, costs, expenses, damages, and losses arising out of or in connection with your use of the Software Services.

9.2. We shall defend you against any claim that your use of the Software Services in accordance with these Terms of Use and the Contract infringes any third-party intellectual property rights, and shall indemnify you for any amounts awarded against you in judgement or settlement of such claims, provided that:

- a. We are given prompt notice of any such claim;
- b. You provide reasonable co-operation to us in the defence and settlement of such claim; and
- c. We are given sole authority to defend or settle the claim.

9.3. In the defence or settlement of any claim to which clause 9.2 applies, we may procure the right for you to continue to use the Software Services, replace or modify the Software Services so that they become non-infringing or, if such remedies are not reasonably available, terminate these Terms of Use on two business days' notice to you without any additional liability or obligation to pay any additional costs or damages to you.

9.4. In no event shall we be liable to you to the extent that the alleged infringement is based on:

- a. A modification of the Software Services by anyone other than us;
- b. Your use of the Software Services in a manner contrary to the instructions given to us; or
- c. Your use of the Software Services after notice of the alleged or actual infringement from us or any appropriate authority.

9.5. Other than as set out in the Contract, clauses 9.2 to 9.4 (inclusive) state your sole and exclusive rights and remedies, and our entire obligations and liability, for infringement of any third-party intellectual property rights.