

TERMS OF USE

Last Update: July 2017

These terms of use, together with the documents and policies incorporated by reference herein, sets forth a legally binding agreement between you and Actsafe (the “**Agreement**”).

By accessing the Website, the Platform or the Products and Services, you acknowledge that you have read and agree to be bound by this Agreement and to comply with all applicable laws and regulations with regard to your access to and use of the Platform and the Products and Services.

You represent that you have legal authority to bind yourself or any party you represent to this Agreement.

I. Definitions

- (a) “**Actsafe**” means Actsafe Safety Association, an association validly subsisting under the laws of the Province of British Columbia.
- (b) “**Claims**” means any and all manner of claims, demands, actions, suits or proceedings, including, without limitation all rights with respect to any and all Losses.
- (c) “**Losses**” means any and all manner of losses, damages, penalties, fines, costs and expenses, including legal costs on solicitor and own client basis, known or unknown, foreseeable or not foreseeable, liquidated or unliquidated.
- (d) “**Platform**” means the online learning management systems, online store and searchable course completion database available through the Website.
- (e) “**Products and Services**” means any and all courses, tests, surveys, policies, procedures, forms, assessments or other materials accessed by and delivered through the Platform and used for the purpose of providing or testing knowledge and gathering information, including all data and reports of your participation in and completion of or failure to complete any of the courses, tests or assessments all of which may be made available to the general public, including your employer or prospective employers, without restriction.
- (f) “**Website**” means the website available at [<http://www.actsafe.ca>; <http://www.actsafestar.ca>; <http://www.actsafeconference.ca>] and all of its related webpages and websites (including, without limitation any mobile optimized websites), but does not include any third party websites which are linked to or may link from the website whether or not such third party websites are used in association with the Platform or Products and Services.

II. Price for Products and Services

You agree to pay all applicable subscription fees to access the Platform and Products and Services when due in accordance with the terms of your subscription. You acknowledge that if

your subscription is paid for by your employer, union, trade association or other third party, failure of such third party to pay your subscription fees may result in the suspension of your access to the Platform and Products and Services without notice.

III. Collection of Data/Information

Actsafes's privacy policy explains how Actsafes collects, uses and discloses information relating to your access to and use of the Website, Platform and Products and Services (the "**Privacy Policy**"). The Privacy Policy is incorporated into and forms part of this Agreement. By using the Website, the Platform or the Products and Services, you acknowledge and agree that you have read and understand the Privacy Policy.

For full details please refer to the Privacy Policy located below this Terms of Use policy.

IV. Application of this Agreement

We partner with third party service providers, licensors and vendors to provide the Platform and Products and Services. Accordingly, your access to and use of the Platform and the Products and Services is also subject to your unconditional acceptance of the terms and conditions of use of those parties that host the Platform and the Products and Services.

For full details please refer to the Terms of Service located at:
[<https://actsafestar.ca/v1/index.cfm?action=home.TermsAndConditions>].

V. Access to and use of the Platform and the Products and Services

- (a) You shall not access the or use the Website, Platform or Products and Services for any illegal or unauthorized purpose, and you shall obey all applicable laws in connection with your use of the Platform or the Products and Services.
- (b) You shall not access \ or use the Website, Platform or Products and Services in any manner which could potentially damage, disable, overburden, or impair the Website, Platform or Products and Services or interfere with any other party's access to, or use of, the Website, Platform or Products and Services.
- (c) You shall not obtain or attempt to obtain any materials or information through the Website, Platform or the Products and Services that Actsafes has not intentionally made accessible or reverse engineer, decompile, disassemble or prepare derivative works from the Website, Platform or Products and Services.
- (d) You shall not modify, adapt or hack the Website, Platform or Products and Services or use the Website, Platform or Products and Services to in any way transmit any file that contains a virus, corrupted data, Trojan horse, keystroke logger, worm, time bomb or other programming routines that determinately interfere with, damage, surreptitiously intercept or mine, scrape or expropriate any system, data or confidential or personal information.

- (e) You shall not create or modify any other website so as to represent or imply that it is associated with Actsafe, the Website, the Platform or the Products and Services in any way.
- (f) You shall not sell, rent or otherwise commercially exploit the Website, Platform or Products and Services.

If you violate any of these obligations Actsafe may suspend your access or terminate your account. Actsafe reserves the right to investigate and prosecute violations of any of the above to the fullest extent of the law; to disclose any information as may be necessary to satisfy any applicable law, regulation, order, legal process or governmental request; to modify or terminate the Products and Services for any reason and without notice at any time.

VI. Intellectual Property

The names, slogans, logos, trademarks, service marks, domain names appearing on the Website, Platform or Products and Services and designations and the arrangement and look and feel of the Website, Platform and Products and Services (collectively, the "IP") are the property of Actsafe or its licensors and service providers.

You acknowledge having been advised by Actsafe that the IP is protected in Canada and internationally by applicable law including, but not limited to copyright laws, trademark laws, treaty provisions and other intellectual property, confidential information and proprietary rights laws and agree that you shall not reproduce or otherwise infringe upon the rights of Actsafe or its licensors and service providers in the IP.

Any and all suggestions, ideas, notes, concepts, feedback or other information you provide to Actsafe (collectively, the "Feedback") are deemed to be the property of Actsafe and Actsafe will own all now known or hereafter existing copyrights and all other intellectual property rights to the Feedback of every kind and make, worldwide and in perpetuity, and you assign all such intellectual property rights to Actsafe. You agree, at Actsafe's request, to execute such further documents and do such further acts as may be necessary or desirable to document or enforce Actsafe's ownership of the Feedback, including, without limitation, execution of a copyright assignment in a form provided by Actsafe, in its sole discretion. If you fail or refuse to execute any such documents, you hereby appoint Actsafe as your attorney in fact, which appointment is coupled with an interest and is irrevocable, to act on your behalf and to execute, deliver, record and file any such documents as may be necessary or desirable.

VII. Accuracy and User Authentication

You are responsible for ensuring that all information entered by you in your access to and use of the Website, Platform or Products and Services is accurate and complete. Where you have been provided with a username and password to access certain portions of the Website, Platform or Products and Services you shall not provide your username and password to any other parties and acknowledge and agree that you are responsible for keeping your username, passwords and other access and security codes secure and confidential.

VIII. Representations and Warranties

THE WEBSITE, PLATFORM OR PRODUCTS AND SERVICES ARE MADE AVAILABLE ON AN "AS-IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS.

ACTSAFE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

ACTSAFE DOES NOT WARRANT THAT THE WEBSITE, PLATFORM OR PRODUCTS AND SERVICES ARE:

- (a) SUITABLE FOR OR WILL MEET YOUR REQUIREMENTS, OR
- (b) FREE OF DEFECTS, MALICIOUS CODE, VIRUSES OR MALWARE;

ACTSAFE DOES NOT WARRANT THAT THE WEBSITE, PLATFORM OR PRODUCTS AND SERVICES WILL BE:

- (a) FREE FROM INTERRUPTION; OR
- (b) ERROR-FREE.

ACTSAFE DOES NOT WARRANT THAT DEFECTS IN THE WEBSITE, PLATFORM OR PRODUCTS AND SERVICES WILL BE CORRECTED.

IX. Exclusion of Liability

ACTSAFE IS NOT RESPONSIBLE FOR YOUR USE OF THE WEBSITE, PLATFORM OR PRODUCTS AND SERVICES AND YOU ACCEPT THAT YOUR ACCESS TO AND USE OF THE WEBSITE, PLATFORM OR PRODUCTS AND SERVICES SHALL BE AT YOUR SOLE RISK AND EXPENSE.

ACTSAFE, ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS SHALL NOT BE LIABLE FOR ANY LOSSES OF ANY KIND WHATSOEVER REGARDLESS OF THE THEORY OF LIABILITY (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHER) INCLUDING WITHOUT LIMITATION, INDIRECT OR CONSEQUENTIAL, SPECIAL, EXEMPLARY DAMAGES, ARISING IN CONNECTION WITH YOUR ACCESS TO AND USE OF OR INABILITY TO ACCESS OR USE THE WEBSITE, PLATFORM OR PRODUCTS AND SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES.

HOWEVER, IF WE ARE FOUND LEGALLY RESPONSIBLE TO YOU FOR ANY LOSSES YOU MAY HAVE SUFFERED ARISING IN CONNECTION WITH YOUR ACCESS TO AND USE OF, OR INABILITY TO ACCESS OR USE THE WEBSITE, PLATFORM OR PRODUCTS AND SERVICES, THEN OUR LIABILITY TO YOU SHALL BE NO MORE THAN FIFTY DOLLARS (\$50.00) CANADIAN.

X. Indemnity

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD ACTSAFE AND ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND AFFILIATES HARMLESS FROM AND AGAINST ALL LOSSES, CLAIMS AND LIABILITIES, OF WHATEVER NATURE THAT MAY BE BROUGHT AGAINST ACTSAFE, ARISING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, PLATFORM OR PRODUCTS AND SERVICES, VIOLATION OF ANY TERM OF THIS AGREEMENT, OR ANY CLAIM ASSERTED BY A THIRD PARTY.

Actsafes reserves the right, at its own expense, to assume exclusive defence and control of any matter subject to indemnification by you. You agree to provide all assistance as Actsafes may reasonably request in defence of any Claim.

XI. Termination

Actsafes may terminate this Agreement and your rights under it, without notice to you, at any time and for any reason, including but not limited to failure for any fees owing in respect of your access to the Platform or Services or any breach of the terms of this Agreement.

XII. General Terms

(a) Changes to this Agreement

Actsafes may, acting in its sole discretion and without notice to you, change the terms of this Agreement, including the Privacy Policy, from time to time (the "**Changes**"). You agree to review this Agreement, including the Privacy Policy, periodically to ensure you are familiar with the current version in force, and your continued access to and use of the Website, Platform or Products and Services constitutes your acceptance of the Changes.

(b) Contact Us

If you have any questions about this Agreement, please email us at [star@actsafes.ca].

(c) Survival

Paragraphs I, III, IV, V, VI, VII, VIII, IX, X and XII(c), XII(d), and XII(e) of this Agreement shall survive in full force and effect notwithstanding any termination or expiry of this Agreement.

(d) Publicity

You may not use any names, logos or trademarks of Actsafes or its third party licensors or service providers in any material, written or electronic, distributed to a third party without the prior written consent of Actsafes or, where applicable, the third party licensor or service provider.

(e) Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed exclusively in accordance with the laws of Canada, the Province of British Columbia without regard to principles of conflicts of law that would impose the law of another jurisdiction.

The parties hereby irrevocably and unconditionally accept and submit to the exclusive jurisdiction of the courts of the Province of British Columbia situated in the city of Vancouver and waive objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.