

## TERMS OF USE

### 1. Acceptance of the Terms of Use

- 1.1 These terms and conditions of use for the Watershed Service, constitute a legal agreement and are entered into by and between You ("**You**", "**Your**", "**User**") and Watershed HR Solutions, Inc. ("**Watershed**", "**We**," "**Us**," "**Our**"). The following terms and conditions together with any documents and/or additional terms they expressly incorporate by reference (collectively, these "**Terms of Use**"), govern Your access to and use, including any content, functionality, and services offered on or through the Watershed Service.
- 1.2 **BY USING ANY ELEMENT OF THE WATERSHED SERVICE, YOU: (i) ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS OF USE AND OUR PRIVACY POLICY, INCORPORATED HEREIN BY REFERENCE. (ii) YOU REPRESENT AND WARRANT THAT YOU ARE THE LEGAL AGE OF MAJORITY UNDER APPLICABLE LAW TO FORM A BINDING CONTRACT WITH WATERSHED AND MEET ALL OF THE FOREGOING ELIGIBILITY REQUIREMENTS. IF YOU DO NOT AGREE OR DO NOT MEET ALL OF THESE REQUIREMENTS, YOU MUST NOT ACCESS OR USE THE WATERSHED SERVICE.**
- 1.3 **IF YOU ARE AN AGENT OR EMPLOYEE THEN YOU HEREBY REPRESENT AND WARRANT THAT: (i) AS THE INDIVIDUAL ACCEPTING THIS AGREEMENT YOU ARE DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON THE ORGANIZATION'S BEHALF AND TO BIND THE ORGANIZATION, AND (ii) THAT THE ORGANIZATION HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.**

### 2. Definitions

- 2.1 "**Derivative Data**" has the meaning as defined in Section 13.
- 2.2 "**Feedback**" has the meaning as defined in Section 8.
- 2.3 "**Interactive Functions**" has the meaning as defined in Section 5.3.
- 2.4 "**Open-Source Component**" means any software component that is subject to:
- (a) an open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser General Public License, that has been approved by the open-source initiative;
  - (b) any other obligation, restriction or license agreement that:
    - (i) substantially conforms to the open-source definition as prescribed by the open-source initiative; or
    - (ii) may otherwise require disclosure or licensing to any third party of any source code with which such software component is used or compiled.
- 2.5 "**Personal Information**" means any information relating to an identified or identifiable individual.
- 2.6 "**Privacy Policy**" means the Watershed privacy policy located on our Home Page.
- 2.7 "**Submit**" has the meaning as defined in Section 7.2.

- 2.8 "**Subscription**" means the right granted by Watershed to You to access and use the paid portions of the Watershed Service in accordance with Your order and the terms of these Terms of Use.
- 2.9 "**Subscription Term**" means one (1) year from the time that You are authorized by Watershed to access and use the Watershed Service when You place Your order.
- 2.10 "**Taxes**" has the meaning as defined in Section 15.9.
- 2.11 "**Terms of Use**" has the meaning as defined in Section 1.
- 2.12 "**User Submissions**" has the meaning as defined in Section 7.2.
- 2.13 "**Watershed**" has the meaning as defined in Section 1.
- 2.14 "**Watershed Service**" means: (i) means the services and materials Watershed makes available via the Website; (ii) the Website; (iii) phone and email support; (iii) all other software, hardware, and systems used by Watershed to host and make the Watershed Service available for User's use and access; and (iv) other software, sites, and services operated by Watershed in connection to any of those.
- 2.15 "**We**", "**Us**", "**Our**" has the meaning as defined in Section 1.
- 2.16 "**Website**" means any websites used by Watershed to make the Watershed Service available, and includes the website located at <http://www.watershedhrsolutions.com/>.
- 2.17 "**You**", "**Your**", "**User**" has the meaning as defined in Section 1.
- 2.18 "**Your Data**" means any data, information, content, records, and files that You load, transmit to or enter into the Watershed Service or otherwise provide to Watershed, and any data, information, content, records and files that the Watershed Service obtains from Your servers or systems or from third parties on Your behalf (including Personal Information), including any and all intellectual property rights in any of the foregoing.

### 3. **Modifications to the Terms of Use and to the Watershed Service**

- 3.1 We reserve the right in Our sole discretion to revise and update these Terms of Use from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Watershed Service. You agree to periodically review the Terms of Use in order to be aware of any such modifications and Your continued use shall be Your acceptance of these.
- 3.2 The information and material on the Watershed Service, and the Watershed Service may be changed, withdrawn or terminated at any time in Our sole discretion without notice. We will not be liable if for any reason all or any part of the Watershed Service is restricted to users or unavailable at any time or for any period.

### 4. **Legal Advice, Information and Decision Making Responsibility**

- 4.1 Watershed is not a law firm and does not provide legal advice. Your use of the Watershed Service does not create a solicitor-client relationship between you and Watershed.

4.2 You agree that all decisions you make on legal matters are your full responsibility and you agree to retain legal counsel licensed to practice in your jurisdiction regarding any legal issue of enough importance to reasonably require it.

4.3 Except as expressly provided in these Terms of Use, you agree to accept full responsibility for determining the value of and for any use you make of the Watershed Service and information, and for obtaining any needed assistance from a properly licensed attorney or other professional advisor to assess the value of and appropriate uses for any such information.

## 5. Your Use of the Watershed Service and Account Set-Up and Security

5.1 You are responsible for obtaining Your own access to the Watershed Service. You are required to ensure that all persons who access the Watershed Service through an internet connection are aware of these Terms of Use and comply with them. You are responsible for any security breaches or performance issues relating to accessing the Watershed Service.

5.2 The Watershed Service requires user registration. It is a condition of Your use of the Watershed Service that all the information You provide on the Watershed Service is correct, current, and complete.

5.3 Your provision of registration information and any submissions You make to the Watershed Service through any functionality (collectively, "**Interactive Functions**") constitutes Your consent to all actions we take with respect to such information consistent with Our Privacy Policy.

5.4 Any user name, password, or any other piece of information chosen by You or provided to You as part of Our security procedures, must be treated as confidential, and You must not disclose it to any other person or entity. You must exercise caution when accessing Your account from a public or shared computer so that others are not able to view or record Your password or other Personal Information. You understand and agree that should You be provided an account, Your account is personal to You or Your organization and You agree not to provide any other person with access to this Watershed Service or portions of it using Your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of Your user name or password or any other breach of security. You also agree to ensure that You logout from Your account at the end of each session. You are responsible for any password misuse or any unauthorized access. You may not allow multiple people to use the same account or otherwise access the Watershed Service in a manner intended to avoid incurring fees.

5.5 We reserve the right at any time and from time to time, to disable or terminate Your account, any user name, password, or other identifier, whether chosen by You or provided by Us, in our sole discretion for any or no reason, including any violation of any provision of these Terms of Use.

5.6 You are prohibited from attempting to circumvent and from violating the security of this Watershed Service, including without limitation: (a) accessing content and data that are not intended for You; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restricting, disrupting or disabling service to users, hosts, servers or networks; (d) illicitly reproducing TCP/IP packet headers; (e) disrupting network services and otherwise disrupting the Watershed Service owner's ability to monitor the Watershed Service; (f) using any robot, spider, or other automatic device, process, or means to access the Watershed Service for any purpose, including monitoring or copying any of the material on the Watershed Service; (g) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Watershed Service via a denial-of-service attack, distributed denial-of-service attack, flooding, mail-bombing or crashing; (i) modify,

translate, reverse engineer, decompile, disassemble, or create derivative works based on the Watershed Service (j) create any "links" to or "frame" or "mirror" of the Watershed Service or any portion thereof; or (k) otherwise attempting to interfere with the proper working of the Watershed Service.

## 6. **Intellectual Property Rights and Ownership**

6.1 You understand and agree that the Watershed Service and its entire contents, features, and functionality, including but not limited to all information, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and arrangement, are owned by Watershed, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

6.2 Watershed's name and all related names, logos, product and service names, designs, images and slogans are trademarks of Watershed or its affiliates or licensors. You must not use such marks without the prior written permission of Watershed. Other names, logos, product and service names, designs, images and slogans mentioned or which appear on the Watershed Service are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute a violation of the rights of the property owner and may be a violation of federal or other laws and could subject the violator to legal action.

6.3 You may only use the Watershed Service solely for Your own internal business use. You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Watershed Service, in any form or medium whatsoever except:

(a) Your computer and browser may temporarily store or cache copies of materials being accessed and viewed;

(b) a reasonable number of copies for personal use only may be printed keeping any proprietary notices thereon, which may only be used for internal business use and not for further reproduction, publication, or distribution of any kind on any medium whatsoever; and,

(c) one single user copy may be downloaded with any proprietary notices intact, for Your own internal business use, conditional on Your agreement to be bound by our end user licence agreement for such downloads; and,

(d) in the event social media platforms are linked to certain content on the Watershed Service, You may take such actions as the Watershed Service and such third-party social media platforms permit.

6.4 You are not permitted to modify copies of any materials from the Watershed Service nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site. You must not access or use for any commercial purposes any part of the Watershed Service or any services or materials available through the Watershed Service.

6.5 If You print off, copy or download any part of the Watershed Service in breach of these Terms of Use, Your right to use the Watershed Service will cease immediately and you must, at our option, return or destroy any copies of the materials You have made. Any use of the Watershed Service and materials not expressly permitted by these Terms of Use is a breach of these Terms of Use and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

## 7. **Conditions of Use, User Submissions and Watershed Service Content Standards**

- 7.1 As a condition of your access and use you agree that you may use the Watershed Service only for lawful purposes and in accordance with these Terms of Use.
- 7.2 The following content standards apply to any and all content, Your Data, material, and information a User submits, posts, publishes, displays, or transmits (collectively, "**Submit**") to the Watershed Service, to other users or other persons (collectively, "**User Submissions**") and any and all Interactive Functions. Any and all User Submissions must comply with all applicable federal, provincial, local, and international laws and regulations.
- 7.3 You understand and agree that You, not Watershed, are fully responsible for any User Submissions You Submit or contribute, and you are fully responsible and legally liable including to any third party for such content and its accuracy. We are not responsible or legally liable to any third party for the content or accuracy of any User Submissions submitted by you or any other user of the Watershed Service.
- 7.4 Without limiting the foregoing you warrant and agree that Your use of the Watershed Service and any User Submissions shall not:
- (a) In any manner violate any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use.
  - (b) Include or contain any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such prohibited ground or be otherwise objectionable.
  - (c) Include or contain Personal Information that has not been requested by Watershed.
  - (d) Involve stalking, attempting to exploit any individual or harm minors in any way by exposing them to inappropriate content or otherwise or ask for Personal Information.
  - (e) Involve, provide or contribute any false, inaccurate or misleading information.
  - (f) Include sending, knowingly receiving, uploading, downloading, using, or reusing any material that does not comply with these Terms of Use.
  - (g) Impersonate or attempt to impersonate Watershed, a Watershed employee, another user, or any other person or entity (including, without limitation, by using email addresses, or screen names associated with any of the foregoing).
  - (h) Include engaging in any other conduct that restricts or inhibits anyone's use or enjoyment of the Watershed Service, or which, as determined by us, may harm Watershed or users of the Watershed Service or expose them to liability.
  - (i) Include causing annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, or alarm any other person.
  - (j) Promote any illegal activity, or advocate, promote, or assist any unlawful act.

- (k) Give the impression that they originate from or are endorsed by Us or any other person or entity, if this is not the case.

## 8. **Feedback: Grant of License**

You may provide reasonable feedback to Watershed including, but not limited to, suitability, problem reports, suggestions and other information with respect to the Watershed Service and services ("**Feedback**"). You hereby grant to Watershed a fully paid-up, royalty-free, worldwide, assignable, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Watershed Service and/or services and any other Watershed products or services, or for any other purposes, any Feedback provided by You.

## 9. **Monitoring and Enforcement, Suspension and Termination**

9.1 Watershed has the right, without provision of notice to:

- (a) At all times, to take such actions with respect to any User Submission deemed necessary or appropriate in Our sole discretion, including without limitation, for violating these Terms of Use.
- (b) Take appropriate legal action, including without limitation, referral to law enforcement, regulatory authority or harmed party for any illegal or unauthorized use of the Watershed Service. Without limiting the foregoing, We have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Watershed Service.
- (c) Terminate or suspend Your access to all or part of the Watershed Service for any or no reason and you agree that any termination of Your access to the Watershed Service may be without prior notice, and You agree that We will not be liable to You or any third party for such termination.
- (d) Enforce quotas and usage limits to any part of the Watershed Service at its sole discretion, with or without notice, which may result in Watershed disabling or throttling Your usage of the Watershed Service for any amount of time.

9.2 YOU WAIVE AND HOLD HARMLESS WATERSHED AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY WATERSHED AND ANY OF THE FOREGOING PARTIES RELATING TO ANY INVESTIGATIONS BY EITHER WATERSHED OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

9.3 We have no obligation, nor any responsibility to any party to monitor the Watershed Service or use, and do not and cannot undertake to review material that You or other users Submit to the Watershed Service. We cannot ensure prompt removal of objectionable material after it has been posted and We have no liability for any action or inaction regarding transmissions, communications, or content provided by any User or third party.

## 10. **Termination by You**

10.1 To terminate Your Subscription, You agree that You must cancel Your Subscription via a support request at <http://www.watershedhrsolutions.com/> using Your account email. Any other emails or phone requests to cancel Your Subscription will not be considered a cancellation.

10.2 If You cancel a Subscription before the end of Your current Subscription Term, Your cancellation will take effect immediately. Notwithstanding the foregoing, unless not permitted by law, you will still be liable to continue to pay Us for the remainder of Your Subscription Term, and all payment obligations for fees for the remainder of Your Subscription Term are non-cancellable.

## 11. **Privacy**

11.1 Watershed is committed to protecting Your privacy. Please refer to Our Privacy Policy for information on how We collect, use, manage and protect Your Personal Information.

## 12. **Your Data**

12.1 As between Watershed and You, You exclusively own all rights, title and interest in and to all Your Data. Watershed does not acquire any rights, title or ownership interest of any kind whatsoever, express or implied, in any of Your Data.

12.2 You hereby irrevocably grant all such rights and permissions in or relating to Your Data: (a) to Watershed, its subcontractors and its personnel as are necessary or useful for You to use the Watershed Service and for Watershed to perform any services; and (b) to Watershed as are necessary or useful to enforce this Agreement and exercise its rights and perform its obligations hereunder.

12.3 You represent and warrant to, and covenant with Watershed that You will not include Personal Information in Your Data unless it is requested by Watershed to provide the Watershed Service under this Agreement. To the extent that You include any Personal Information in Your Data that is not requested by Watershed, You share this Personal Information at Your own risk. You further represent and warrant to, and covenant with Watershed that Your Data will only contain Personal Information in respect of which You have obtained all applicable third party consents, authority and permissions, and have made all applicable third party disclosures, in each case as required by applicable laws, regarding all collection, storage, access, use, disclosure and transmission of such information.

12.4 After termination of this Agreement, Watershed will have no obligation to maintain or provide Your Data, and will thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control, except as required by law to maintain and only in accordance with Watershed' Privacy Policy.

## 13. **Rights in Derivative Data**

You acknowledge and agree that the Watershed Service and services may compile, store and use aggregated data and system usage, analytics and diagnostic information to monitor and improve the Watershed Service and services and for the creation of new products. You hereby grant to Watershed a non-exclusive, transferable, assignable, irrevocable, worldwide, perpetual license to collect, process and aggregate Your Data and other such information and data and create anonymized, aggregated data records and use such anonymized and aggregated data, and all modifications thereto and derivatives thereof ("**Derivative Data**") to improve the Watershed Service and/or services, develop new products and services, to understand usage, and for any other business purpose. This Derivative Data is no longer associated with You and as such is not Your Data.

## 14. **Third Party Sites**

For your convenience, the Watershed Service may provide links or pointers to third party sites, content, resources or email content. We make no representations about any other websites, content, resources or

email content that may be accessed from the Watershed Service. If You choose to access any such sites, content, resources or email content You do so at Your own risk. We have no control over the contents of any such third party sites, content, resources or email content and accept no responsibility for such sites, content, resources or email content or for any loss or damage that may arise from Your use of them. You are subject to any terms and conditions of such third party sites, content, resources or email content that may apply. All statements and/or opinions expressed in any such third party site, content, resources or email content other than the content provided by Watershed, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of Watershed. Watershed is not responsible, or liable to You or any third party, for the content or accuracy of any third party materials.

15. **Subscription Specific Terms; Fees and Payment**

- 15.1 All prices are quoted and payable in Canadian dollars. The price charged for the Subscription will be the price advertised for the Subscription Term at the time the order is placed or when the Subscription renews, subject to the terms of any promotions or discounts and tax that may be applicable. The price charged will be clearly stated in Your invoice.
- 15.2 Subscriptions shall automatically renew for additional periods of one (1) year unless You give Us written notice of non-renewal at least sixty (60) days prior to the end of Your applicable Subscription Term.
- 15.3 Subject to applicable law, all prices, discounts and promotions are subject to change without notice. Price increases will only apply to orders placed or renewed after the time of the increase.
- 15.4 You agree that an order is an offer to buy all services listed under these Terms of Use. All orders must be accepted by Us or We will not be obligated to licence the Watershed Service to You. We may choose not to accept orders at Our sole discretion, even after We make an invoice available to You.
- 15.5 Payment for the first month of the Subscription Term must be received by Us before Our acceptance of an order or renewal. We accept payment made by credit card only and support most major credit cards. However, We do not guarantee the availability of any payment method at any moment and We may add, remove or suspend any payment method temporarily or permanently at Our sole discretion.
- 15.6 You represent and warrant that: (i) the credit card information You supply is true, correct and complete, (ii) You are duly authorized to use such credit card for the purchase, (iii) charges incurred by You will be honoured by Your credit card company, and (iv) You will pay charges incurred by You at the posted prices, plus all applicable Taxes. You authorize Us to charge such credit card for all purchased Subscriptions ordered on a monthly basis for the Subscription Term and any renewal Subscription Terms until terminated in accordance with these Terms of Use. Additional charges or Taxes may be applied by Your payment service provider, issuer bank or intermediary which are beyond Our control. You acknowledge and agree that any credit card and related billing and payment information that You provide to Us may be shared by Us with companies who work on Our behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to Us and servicing Your account.
- 15.7 You agree that its order is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Watershed regarding future functionality or features.
- 15.8 Unless otherwise required by law, Watershed has no obligation to provide a refund or a credit.



15.9 Prices advertised do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, HST, GST, sales, value-added, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases.

16. **Open-Source Licenses**

Notwithstanding anything to the contrary in this Agreement, the Watershed Service may include Open-Source Components. Any use of the Open-Source Components by You shall be governed by, and subject to, the terms and conditions of the relevant open-source license(s).

17. **Export Regulation**

The Watershed Service may be subject to Canadian export control laws. You shall not, directly or indirectly, export, re-export or release the Watershed Service to, or make the Watershed Service accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), before exporting, re-exporting, releasing or otherwise making or using the Watershed Service available outside Canada.

18. **Geographic Restrictions**

The owner of the Watershed Service is based in Toronto, Canada. This site is not intended for use in any jurisdiction where its use is not permitted. If You access the site from a jurisdiction that is not permitted, You do so at Your own risk and You are responsible for compliance with local laws of Your jurisdiction.

19. **Disclaimer of Warranties**

19.1 YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WATERSHED SERVICE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WATERSHED SERVICE IS AT YOUR OWN RISK. THE WATERSHED SERVICE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WATERSHED SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES OR CONDITIONS THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

19.2 NEITHER WATERSHED NOR ANY AFFILIATES NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SERVICE PROVIDERS MAKES ANY WARRANTY, REPRESENTATION OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY OR AVAILABILITY OF THE WATERSHED SERVICE OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER WATERSHED NOR ANY AFFILIATES NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SERVICE PROVIDERS REPRESENTS OR WARRANTS THAT THE WATERSHED SERVICE, ITS CONTENT, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WATERSHED SERVICE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

19.3 WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WATERSHED SERVICE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE WATERSHED SERVICE AND YOUR COMPUTER, INTERNET AND DATA SECURITY AND MEETING ANY MINIMUM REQUIREMENTS TO USE THE WATERSHED SERVICE. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAIL-BOMBING OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WATERSHED SERVICE OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WATERSHED SERVICE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WATERSHED SERVICE LINKED TO IT.

20. **Limitation on Liability**

20.1 UNDER NO CIRCUMSTANCE WILL WATERSHED, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR SERVICE PROVIDERS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, RELIANCE ON, THE WATERSHED SERVICE, ANY LINKED WATERSHED SERVICE OR SUCH OTHER THIRD PARTY WATERSHED SERVICE, NOR ANY SITE CONTENT, MATERIALS, POSTING OR INFORMATION THEREON.

20.2 IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF WATERSHED, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR SERVICE PROVIDERS IN CONNECTION WITH OR UNDER THIS AGREEMENT EXCEED ONE HUNDRED CANADIAN DOLLARS (\$100 CAD). FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT. IN NO EVENT WILL OUR THIRD PARTY SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

21. **Indemnification**

To the maximum extent permitted by applicable law, You agree to defend, indemnify, and hold harmless Watershed, its affiliates, licensee's and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to (i) Your breach of this Agreement or (ii) Your use of the Watershed Service, including, but not limited to, Your Submissions, third party sites, any use of the Watershed Service's content, services, and products other than as expressly authorized in this Agreement or (iii) any third party liability related to Your Data or misrepresentation, criminal behaviour or negligence on the part of You; or (v) any actual or alleged infringement, violation or misappropriation of the rights of any person

(including intellectual property or privacy rights) as a result of Your use of the Watershed Service (or any part thereof) contrary to the terms of this Agreement. You will fully cooperate with Watershed in the defense of any claim defended by You pursuant to its indemnification obligations under this Agreement and will not settle any such claim without the prior written consent of Watershed.

22. **Governing Law**

- 22.1 The Watershed Service and these Terms of Use will be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle or rule (whether of the laws of Ontario or any other jurisdiction) and notwithstanding Your domicile, residence or physical location.
- 22.2 Any action or proceeding arising out of or relating to the Watershed Service or these Terms of Use will be instituted in the courts of the province of Ontario, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

23. **Waiver**

No waiver under these Terms of Use is effective unless it is in writing and signed by an authorized representative of the party waiving its right. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms of Use operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

24. **Severability**

If any term or provision of these Terms of Use is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms of Use or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. **Entire Agreement**

The Terms of Use and all terms incorporated by reference herein constitute the sole and entire agreement between You and Watershed regarding the Watershed Service and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

26. **Reporting and Contact**

The Watershed Service is operated by:

Watershed HR Solutions, Inc.  
2650 Bristol Circle Suite 200  
Oakville, Ontario  
L6H 6Z7

All other feedback, comments, reports of misuse, requests for technical support, and other communications relating to the Watershed Service should be directed to: Steven Mendelssohn at [smendelssohn@watershedhrrsolutions.com](mailto:smendelssohn@watershedhrrsolutions.com) or by calling (416) 574-3943.

27. **Assignment**

You will not assign this Agreement to any third party without Watershed's prior written consent. Watershed may assign this Agreement or any rights under this Agreement to any third party without Your consent. Any assignment in violation of this Section 27 will be void. The terms of this Agreement will be binding upon permitted assignees. This Agreement will inure to the benefit of and be binding upon the parties, their permitted successors and permitted assignees.

28. **Force Majeure**

We shall not be liable for failing or delaying performance of its obligations resulting from any condition beyond Our reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.

29. **Survival**

The Sections that by their context should survive the termination of this Agreement will survive including but not limited to Sections 2 and 6 through 29.

Last updated: October 7, 2019