

## Workink.com

### Terms & Conditions Acceptance of Terms

Welcome to **WORKink.com**. Below are our "Terms and Conditions" which govern how you may use our website. If you do not accept the Terms and Conditions stated here, do not use this web site and service and exit now. By using this web site, you are indicating your acceptance to be bound by these Terms and Conditions. The Canadian Council on Rehabilitation and Work ("CCRW") 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.

### Use of Web Site Content

CCRW authorizes you to view and access a single copy of the content available on or from **WORKink.com** (the "Web Site") solely for your personal, non-commercial use.

The Web Site may be used only for lawful purposes by individuals seeking employment and career information ("Job Seekers"), and by Employers seeking employees. You agree to use the Web Site only to send content and receive materials that are proper and related to the purpose of the Web Site.

You understand and agree that the Service may include advertisements and that these advertisements are necessary for **WORKink.com** to provide the Service. You also understand and agree that the service may include certain communications from **WORKink.com**, such as service announcements and administrative messages, and that these communications are considered part of **WORKink.com** membership and you will not be able to opt out of receiving them. You understand and agree that the Service is provided "AS-IS" and that CCRW assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

### Acceptable Use of Site

General Rules: Users may not use **WORKink.com** in order to transmit, distribute, store or destroy material, including without limitation Web Site Content, (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.

**WORKink.com** Security Rules: Users are prohibited from violating or attempting to violate the security of **WORKink.com**, 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 **WORKink.com**, overloading, "flooding", "spamming", "mail bombing" 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 posting. Violations of system or network security may result in civil or criminal liability. CCRW will investigate occurrences involving such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

### **Termination Policy for Users that Infringe on Copyright or Intellectual Property Rights Of Others**

CCRW and **WORKink.com** respect the intellectual property of others, and we ask our users, account holders and content partners to do the same. The unauthorized reproduction, copying, distribution, modification, public display or public performance of copyrighted works constitutes infringement of the copyright owner's rights. As a condition to your use of this Web Site, you agree not to use **WORKink.com** to infringe upon the intellectual property rights of others. We will terminate the accounts of any account holder, and block access to our Web Site for any user, who is a repeat infringer of the copyrights, or other intellectual property rights, of others. We reserve the right to take these actions at any time, in our sole discretion, with or without notice, and without any liability to the account holder who is terminated or to the user whose access is blocked.

## **Specific Prohibited Uses**

**WORKink.com** may be used only for lawful purposes by individuals seeking employment and career information and employers seeking employees. The CCRW 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 biographical information or information which is not your own accurate application.

Posting any franchise, pyramid scheme, "club membership", distributorship or sales rep agency arrangement or other business opportunities which require an up-front or periodic payment, pays commissions only (except for postings that make clear that the available job pays commission only and clearly describes the product or service that the job seeker would be selling, in which case such postings are permissible), 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 **WORKink.com** or any activity being conducted on this site.

Taking any action which imposes an unreasonable or disproportionately large load on **WORKink.com** 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 **WORKink.com** other than the search engine and search agents available from the CCRW and other than generally available third party web browsers (e.g., Mozilla, Chrome, Edge).

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

## Payment for Services

Services include the ability to create "Job Postings", meaning descriptions of an employment or contractor role or position that the Employer is seeking to fill.

Employers using **WORKink.com** to advertise a vacant job(s) will do so by paying the service fee and any applicable taxes as set forth on the Website ("Fees"). Upon purchase of any Services, you agree to pay the Fees presented to you at the time of your subscription order. In consideration for the payment of the Fees, CCRW shall provide the Employer with the services as described on the Website to which the Employer has, thereby allowing the Employer to advertise job vacancies.

Fees are denominated in Canadian dollars, unless otherwise specified. The Fees are not refundable in any circumstances. CCRW may require that Employers provide valid credit card information to use the Services in order for CCRW to process the applicable Fees.

For any dishonest, criminal, malicious or fraudulent transactions or activity, including fraudulent transactions in connection with **WORKink.com** or CCRW whether you personally participated in, directed, or had knowledge of such acts, **WORKink.com**, without limiting any other remedies, may suspend, cancel or block your access to your use of **WORKink.com** at any time and for any reason, without notice or liability to you.

## Registration and Password

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

## User Information

When you register for the Web Site, you will be asked to provide the CCRW with certain information including, without limitation, a valid email address (your "Information") and your full legal name.

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update your application to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or **WORKink.com** has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, **WORKink.com** has the right to suspend or terminate your account without refunding any fees paid, and refuse any and all current or future use of the Service (or any portion thereof).

In addition to the terms and conditions that may be set forth in any Privacy Policy on this Web Site, you understand and agree that the CCRW may notify you about changes to our Services and provide you with information that may be relevant to your use of the Services. CCRW may also notify you for advertisement retargeting to provide you with advertising for our and our affiliates products or services on other websites based on your use of the Website. CCRW may use or disclose to third parties, on an anonymous basis, certain aggregate information contained in your registration application. The CCRW will not disclose to any third party your name, address, e-mail address or telephone number without your prior consent, except to the extent necessary or appropriate to comply with applicable laws or in legal proceedings where such information is relevant. You agree to abide by **WORKink.com's** Privacy Policy, which is incorporated by reference into these Terms and Conditions.

## User Submissions

As a user, you are responsible for your own communications and are responsible for the consequences of your postings. You must not, and by using **WORKink.com** 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, discriminatory, 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.

The CCRW 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.

The CCRW 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, the CCRW may investigate the allegation and determine in good faith at its sole discretion whether to remove or request the removal of the communication. The CCRW has no liability or responsibility to users for performance or non-performance of such activities. The CCRW 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. The CCRW 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 the CCRW or may cause the CCRW 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 **WORKink.com**, you grant the CCRW and its affiliates the royalty-free, perpetual, irrevocable, sub-licensable (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.

We appreciate hearing from our customers and welcome your comments regarding our services at CCRW and **WORKink.com**. Please be advised, however, that if you send us creative suggestions, ideas, drawings, concepts, inventions, or other information (collectively the "Submission"), the Submission shall be the property of the CCRW. None of the Submission shall be subject to any obligation of confidence on our part and we shall not be liable for any use or disclosure of any Submission. The CCRW shall own exclusively all now known or later discovered rights to the Submission and shall be entitled to unrestricted use of the Submission for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person who submitted the Submission.

## **WORKink.com's Liability**

**WORKink.com** is an employment board that may be used only for lawful purposes by individuals seeking employment and career information and by Employers seeking employees through job postings. **WORKink.com** does not screen or censor the listings offered. The CCRW is not involved in the actual transaction between employers and applicants. As a result, the CCRW has no control over the quality, safety or legality of the jobs or applications posted, the truth or accuracy of the listings, the ability of employers to offer job opportunities to applicants or the ability of applicants 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 and coming into contact with users through **WORKink.com**.

Because user authentication on the Internet is difficult, the CCRW 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 behavior of participants on **WORKink.com**, in the event you have a dispute with one or more users, you release the CCRW (and our agents and employees) from claims, demands and damages (actual and consequential, direct and indirect) 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 Web Site Content may contain inaccuracies or typographical errors. The CCRW makes no representations about the accuracy, reliability, completeness, or timeliness of this Web Site. The use of the Web Site Content is at your own risk. CCRW reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. This includes changes to the fee structure for employers posting jobs as well as searching candidates. (You agree that CCRW shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

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

The CCRW is not to be considered to be an employer with respect to your use of **WORKink.com** and the CCRW shall not be responsible for any employment decisions, for whatever reason, made by any entity posting jobs on **WORKink.com**.

CCRW does not warrant that **WORKink.com** will operate error-free or that this site and its server are free of computer viruses or other harmful mechanisms. If your use of **WORKink.com** results in the need for servicing or replacing equipment or data, the CCRW is not responsible for those costs. The Web Site content are provided on an "AS IS" basis without any warranties of any kind. CCRW, to the fullest extent permitted by law, disclaims all warranties, whether express or implied, including the warranty of merchantability, fitness for particular purpose and non-infringement. CCRW makes no warranties about the accuracy, reliability, completeness, or timeliness of the material, services, software, text, graphics, and links.

## **Disclaimer of Consequential Damages**

In no event shall the CCRW, its suppliers, or any third parties mentioned on **WORKink.com** be liable for any damages whatsoever (including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use **WORKink.com** and the material, whether based on warranty, contract, tort, or any other legal theory, and whether or not the CCRW is advised of the possibility of such damages.

## **Links to Other Sites.**

**WORKink.com** contain links to third party web sites. These links are provided solely as a convenience to you and not as an endorsement by the CCRW of the contents on such third-party Web sites. The CCRW is 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.

## **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 **WORKink.com**.

## **Limitation of Liability**

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

## **Termination**

The CCRW reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of your account from this Web Site and immediate termination of your registration with or ability to access this Web Site and/or any other service provided to you by the CCRW, upon any breach by you of these Terms and Conditions.

## **Indemnity**

You agree to defend, indemnify, and hold harmless the CCRW, its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Material or your breach of the terms of these Terms and Conditions. The CCRW shall provide notice to you promptly of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding.

## General

The CCRW makes no claims that the Materials may be lawfully viewed or accessed 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 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, without respect to its conflict of laws principles.

If you access this Site from outside Canada, you are responsible for compliance with all local law. You may not export any of the Materials accessible through this Site in violation of applicable export laws and regulations. These Terms and Conditions shall be interpreted, construed and governed by the laws in force in the Province of Ontario, without reference to its conflict of laws principles, except where prohibited by mandatory provisions of the laws applicable in your jurisdiction. Except in respect of any matter relating to the enforcement of intellectual property rights and protection of confidential information, the parties agree that any action, suit or proceeding arising out of or related to these Terms and Conditions shall be commenced in Toronto, Canada or, if no jurisdiction exists, in the Province of Ontario. Each party hereby agrees to submit to the jurisdiction of the courts of Ontario and to waive any objections based upon venue in any such action, suit or proceeding. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms and Conditions.

If any provision of these Terms and Conditions is 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. These Terms and Conditions constitute the entire agreement between you and the CCRW 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.