

Bongarde

Terms and Conditions

This Agreement governs Your use of Bongarde products and services.

If You are entering into this Agreement on Your own behalf, then the terms "You," "Your" and "Licensee" mean the individual entering into this Agreement and such individual is personally bound by all of the terms and conditions of this Agreement. If You are entering into this Agreement on behalf of a company, You represent and warrant that You are acting in your capacity as an authorized representative or agent of such company and that You have the authority to bind such company to the terms and conditions of this Agreement. If You are entering into this Agreement on behalf of a company, the terms "You," "Your" and "Licensee" also mean such company and all of its directors, managers, officers, employees, and agents.

This Agreement was last updated on March 13, 2018. It is effective between You and Us on the date of your first purchase of services.

PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH BONGARDE MEDIA AND BONGARDE MEDIA INC. (herein "Bongarde") CAREFULLY. BY CLICKING "I Agree", OR BY USING THE BONGARDE WEBSITE PROPERTIES (OHS Insider, HR Insider, SafeSupervisor, SafetySmart Compliance, Payroll Compliance Insider), YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, EVEN IF YOU HAVE NOT READ THEM. IT IS IMPORTANT TO READ THIS ENTIRE AGREEMENT. IN PARTICULAR, IT CONTAINS PROVISIONS THAT MAY LIMIT YOUR RIGHTS, SUCH AS THE SECTIONS ENTITLED LIMITATIONS AND SALE DETAILS.

Services and Memberships: Bongarde provides various products and services ("Services"), which all require a customer to obtain a membership. These Terms of Use apply to all membership customers, including those using Bongarde' Services on a 'trial' basis.

All Bongarde member Services are sold on a one or multiple-year membership basis. Your services automatically renew at the notified rate at the renewal term unless you have terminated your agreement, and will be billed to the payment information associated with your file.

Cancellation of Service: Bongarde membership pricing is based on a one-year and multiple-year membership term. At sign-up, you have full access to our site and are able to use and download content for the full service term. We do not offer membership cancellations or refunds during the term of the membership.

The Customer may terminate the agreement at the end of the initial term with 90 days' notice to the nearest full month.

Either party may terminate this Agreement by giving written notice if a material breach remains uncured thirty (30) days after the breaching party receives written notice of the breach. In the event of a material breach by the Licensee, Bongarde retains all of its rights and remedies at law including the collection of all license fees whether due and payable now or in the future. Upon termination or expiration of the Agreement, Customer will promptly, but in no case more than five (5) business days, delete any copies of the downloaded material from its computers, servers, or other storage media and will provide Bongarde with a written certification of its compliance with this provision.

Customer: Bongarde memberships are available for individual use, business entities and other employer organizations.

Buying groups and Franchise operations where memberships are intended to be used by non-head or corporate office may be provided a customized membership user structure and pricing.

Intellectual Property: Copyright © 2016 Bongarde Media Inc. All rights reserved. The contents of all sites, the Services and any other material provided by Bongarde are owned by and copyrighted by Bongarde and its suppliers and may contain trademarks of Bongarde or others. You may print, copy or save documents for your own use only, and you may not repurpose, redistribute or resell in any way.

Unauthorized use beyond that contained in the previous paragraph may violate copyright, trademark and other laws. Bongarde reserves the right to revoke membership privileges should a member violate these Terms of Use. Bongarde accepts no liability for the intended use of, or misuse of any Services provided.

Login ID's and Passwords: Access to the membership areas of the Bongarde websites and its affiliated platforms require a login ID and password. Upon being accepted as a member, Bongarde will provide a unique ID and password which allows access. It is the responsibility of members and/or users to protect that information, including without limitation, to use effective passwords that are not easily guessed or discoverable, and keep login ID's and passwords confidential. Members and/or users are responsible for any activity that occurs under their login ID. Members and/or

users who discover any compromise of login IDs and/or passwords or suspected unauthorized use of the site using their identity must immediately report the suspected misuse to Bongarde.

Limitations: While Bongarde uses reasonable efforts to maintain this site and its Services in an up-to-date fashion, it does not warrant the completeness, timeliness or accuracy of any information contained on this site or any of its Services, whether in English or French, and may make changes thereto at any time in its sole discretion without notice. All information and Services provided by Bongarde, whether in English or French, is provided to members and/or users "as is", "with all faults," "as available" and at the sole risk of members and/or users. Our information and recommendations are based on seasoned, best practice field experience and should not be construed as legal advice. Bongarde does not guarantee 100% replication of English language content in French language. For all content on Bongarde website, English language version is the official and original copy. Bongarde' products and services provided in French language are not guaranteed to be an **exact duplicate or replication** of content on the site in English, or vice versa. Language has various subtleties which cannot be entirely captured and content may be different and/or lacking per language selected based on considerations beyond mere replication.

Members and/or users are responsible for how they use the Services, whether in English or French, and without limitation, members and/or users are responsible for how they use, alter and implement any documents provided as part of the Services. The Bongarde website and its affiliated platforms are intended to supply general information only, and not specific human resources or other advice particular to one business entity or environment. Specific advice may be obtained by contacting Bongarde.

All promises made by Bongarde are contained in this agreement. No promises implied by law (whether described as warranties, conditions, representations, or otherwise, and whether relating to merchantability, fitness, non-infringement, or otherwise) apply.

You cannot collect any damages from Bongarde for any reason (whether under legal theories of contract, tort, negligence, strict liability, operation of law or otherwise) or that exceed the amount paid by you to Bongarde hereunder for any goods or services that the claim arises from.

Bongarde relies on these limitations when entering this agreement and setting its fees. They are a fundamental and essential part of our arrangement, and apply even if this agreement has failed in its fundamental or essential purpose or been fundamentally breached.

Governing Law: This site is governed by the laws of the Province of British Columbia, Canada, excluding any conflicts of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any legal action against Bongarde shall take place in the courts of the Province of British Columbia. The parties attorn to the non-exclusive jurisdiction of the courts of British Columbia.

Links: You may link to the Bongarde websites; however you may not place full or partial pages within frames on your site.

Any third-party sites that are linked to the Bongarde websites are not under Bongarde' control. Bongarde is not responsible for anything on the linked sites, including without limitation any content, links to other sites, any changes to those sites, or any policies those sites may contain. Bongarde provides links as a convenience only and such links do not imply any endorsement by Bongarde of those sites.

Bongarde offers potential marketing partnerships to qualified parties who wish to link to, upload, or reference in Bongarde' content including marketing related materials, videos, collateral, and/or documentation of any kind. Permission must be obtained prior to linking to or referencing Bongarde' content.

Privacy: Please see our Privacy Policy. The "contact us" email feature on the Bongarde website is like any email service, and is not a secure facility. We discourage you from using it to send sensitive or private information.

Confidential Information: Confidential Information is all information about you provided to Bongarde by you that is not generally known to the public, whether of a technical, business or other nature (including, without limitation, business plans, finances, identity and number of your employees or contractors and their backgrounds or knowledge), and that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as proprietary and/or confidential.

Confidential Information shall not include (except for any personally identifiable information about an individual that relevant privacy legislation or policies do not allow to be disclosed): (a) any Confidential Information that is in the public domain at the time of its disclosure or which thereafter enters the public domain through no action of Bongarde, direct or indirect, intentional or unintentional; (b) any Confidential Information which Bongarde can demonstrate was in its possession or known to it prior to its receipt, directly or indirectly, from you; (c) any Confidential Information that is disclosed to Bongarde by another party not in violation of the rights of the other party or any other person or entity; (d) any Confidential

Information which is either compelled by law or by the order of a court of competent jurisdiction to be disclosed; and (e) any Confidential Information that Bongarde has anonymized and aggregated for statistical purposes.

Bongarde shall (i) not use Confidential Information for any purpose other than providing its Services to you; (ii) not disclose Confidential Information to anyone without your prior written authorization; (iii) handle, preserve and protect Confidential Information with at least the same degree of care that it affords its own Confidential Information; (iv) disclose Confidential Information only to its employees or subcontractors who require such information in order to perform the Services, and are under confidentiality obligations.

Phone Support: To gain access to Bongarde Services or to obtain customer support, you understand that you may be required to speak with a company representative by phone and that all calls between Bongarde' staff members and members and/or users, are recorded for quality assurance purposes.

Bongarde does not accept as customer's competitive market players who offer any of the same or similar services as Bongarde.

However, Bongarde may offer a partnership or an affiliate program to those whom Bongarde decides to qualify.

Resale and distribution of Bongarde content or Services: At no time, whatsoever shall any customer, member or their employees resell, distribute, or make available to a non-member on any basis any Bongarde products or Services without prior written permission from Bongarde.

Sale Details: Bongarde tries to provide accurate information on its website and affiliated platforms, but errors may occur. Bongarde reserves the right to change the goods and services available and prices without any notice or liability. Bongarde cannot guarantee goods or services advertised on the site and/or its affiliated platforms will be available when ordered or thereafter. Bongarde reserves the right at any time to reject, correct, cancel or terminate any order for any reason whatsoever. If you order goods or services for which the price was incorrectly displayed, Bongarde will provide you with an opportunity to place an order at the correct price. If you order goods or services that are not available, Bongarde will notify you by email and/or by telephone. Bongarde reserves the right to limit quantities sold. Nothing on the site is an offer to sell. Your properly completed and delivered order form is your offer to purchase the goods or services contained in your order. Your purchase is deemed accepted only if and when Bongarde sends an order acceptance to your email address.

Changing these terms: Bongarde may change these Terms of Use by posting notice on its site. These Terms of Use were last revised on February 5, 2016.

Nothing on this site is intended to be an offering for sale of Bongarde securities to the public.

Bongarde™ may be contacted at:

283 Martin St
Penticton, BC V2A 95K2
1.800.667.9300