

# Bongarde

## TERMS OF SERVICE

These are the terms and conditions of your Member Agreement if you were a subscriber prior to August, 2019 and you have a renewal date that occurs after September, 2019.

## TERMS AND CONDITIONS

This Agreement governs your use of Bongarde products and services, including, but not limited to HR Insider, OHS Insider, SafeSupervisor and SafetyNow ILT.

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 September 23, 2019. 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, 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.**

## SERVICE & 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 that auto-renews annually. 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.

**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.

**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 term with 90 days' written 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.

If the Customer attempts to terminate the agreement in less than 90 days before the automatic renewal, but before the automatic renewal, the Customer will be billed the equivalent of 90 days membership as a cancellation fee.

If the Customer attempts to terminate the agreement after the automatic renewal date, the Customer is responsible for the full-term payment and the automatic renewal for the following term will be terminated.

**Intellectual Property:** Copyright © 2019 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.

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

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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.

**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

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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.

## **PRIVACY POLICY**

*We take your right to privacy seriously and want you to feel comfortable using our web site. This Privacy Policy deals with personally identifiable information (referred to as "Data" below) that may be collected by us on our site. This Policy does not apply to other entities that we do not own or control or persons that are not our employees, agents or within our control.*

Our postal address is:

**Bongarde Media  
420-1620 Dickson Ave  
Kelowna, BC V1Y 9Y2**

We can be reached via e-mail at [info@bongarde.com](mailto:info@bongarde.com)

This Privacy Policy Statement sets forth the policies and practices with respect to information or data gathered regarding users, and subscribers of this Site (the "Subscriber", "Member", "Client" or "you"). The registered user features of the Site are available to businesses only and are not to be used for personal consumer use. This Privacy Policy is part of the Terms of Use of the Site, and together with the Terms of Use represents the complete agreement between you and us regarding your use of the Site.

This Site does not knowingly seek or collect any personal information or data from persons under the age of 18.

**Notice and Use.** Use of the Site by you constitutes your express assent to the use of your personal information collected by the Site. If you do not agree to these terms, please do not disclose any personal information through this Site.

**CAREFULLY READ THIS PRIVACY POLICY STATEMENT BECAUSE BY YOUR SUBSCRIPTION TO AND USE OF THIS SITE YOU WILL BE EXPRESSLY SIGNIFYING THAT YOU AGREE TO THIS POLICY STATEMENT AND THAT YOU ASSENT TO THE COLLECTION AND USE OF ANY PERSONAL INFORMATION THAT YOU SUPPLY OR THAT IS OBTAINED ABOUT YOU AS DETAILED IN THIS POLICY STATEMENT.**

If we decide to change our privacy policy, we will post those changes on this page on the Site so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it. You are responsible for reviewing this Privacy Policy Statement periodically to ensure that you are aware of any changes to it.

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**The Information We Collect.** When you sign-on as a Subscriber of this Site, you will be required to provide certain personal as well as demographic information which may include, but is not necessarily limited to, your name, address, e-mail address, username and password, and your age.

If the Site features or conducts any special events, special promotions or offers, contests or polls, you may be asked to provide information in order to participate, if you voluntarily provide that information, all such information may be collected by the Site and included in our user database.

In the course of using our Site, we automatically track certain information such as your IP addresses and email addresses. Many sites automatically collect this information. The information that is collected may also indicate your special preferences or requests. If you choose to post messages in the message areas and services provided by or through the Site, we will only display such information about you as you choose to reveal. If you choose to disclose any personal identifiable information in these areas, such information will become publicly available. Please be aware that information such as your username, e-mail address, or other submissions that you make on the Site may contain personally identifiable information. You should exercise caution when deciding whether to disclose personal identifiable information. This Site collects any and all such information and includes it in its user database.

If you send us, or any of our employees, agents or representatives, any personal correspondence, such as emails or letters or any other means, or if other users or third parties send us correspondence about your activities or postings on the site, or other Subscriber's, or comments about you in our complaints department, we may collect such information regarding that communication and include that information in our user database.

**Security of Personal Information Collected by the Site.** Consistent with the Policies set forth in this Privacy Statement, the Site has adopted and implemented reasonable and technologically feasible procedures for maintaining the security, accuracy and integrity of all personal information relating to you that is collected by the Site. As "perfect security" does not exist on the Internet, you should consider any information provided to or collected by the Site as non-confidential, and consequently the Site assumes no liability or responsibility if any information relating to you or any other person is intercepted and/or used by an unintended recipient. The Site also links to a wide variety of other web sites, and the Site may contain advertisements of third parties. We are not responsible for the content and the privacy practices of other web sites or how they treat information about their visitors and users, and encourage you to examine each site's privacy policy and disclaimers and make your own decisions regarding the accuracy, reliability, and correctness of material and information found.

**Our Use of Your Information.** The Site may collect, use and store (but only in its own data facility) http requests to our server. These logs capture computer information, navigation and clickstream data. Some of the information collected does not identify who you are. Other information, such as your domain name or IP address, may identify you depending on the naming standards followed by your Internet Service Provider. You may wish to ask them about their policies and practices.

While we make no attempt to link the information captured to the identity of individuals, the information captured does identify the following: (a) the Internet domain and IP address from which you access our web site; (b) the type of browser and operating system used to access our site; (c) screen resolution of your monitor; (d) the date and time you access our site; (e) the pages you visit; and (f) if you linked to our Site from another web site, the address of that web site.

This information is used to help us make our site more useful to our users by learning about the number of visitors to our site, and by monitoring traffic patterns and the types of technology our visitors use.

The Site may internally use your personally identifiable information to improve our marketing efforts, to statistically analyze site usage, to improve our content and product offerings as well as to customize the Site's content and layout. We believe these uses allow us to improve the Site and better tailor your online experience.

We also send periodic informational updates to our Subscribers via email.

We use personally identifiable information to resolve disputes, troubleshoot problems and enforce our User Agreement.

**Our Disclosure of Your Information.** In order to maintain a healthy community, the Site cooperates with all law enforcement inquiries and with all third parties to enforce their intellectual property or other rights.

We reserve the right to disclose your personally identifiable information and any other information about you in our user database as required or permitted by law and when we believe that disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or legal process served on our Web Site.

In the course of daily operations, access to your personally identifiable information is limited to our employees with a legitimate reason for

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accessing it.

We may transfer your personally identifiable information to a third party in connection with a sale, merger, or other disposition (whether of assets, stock, or otherwise) of our business.

In order to better meet your needs, we may share some of your personally identifiable information with our affiliates. We will only do this with your express consent, and you may withdraw this consent at any time. The procedure for withdrawing consent is outlined below under the section "Opting Out."

There may be occasions when you will be presented with special offers either from the operators of the Site or from third-party service or content providers, which may include consent to receive e-mail solicitations, communications, newsletters, commercial advertising, or other promotional or special event materials (collectively referred to as "Offers"):

"OPT-IN" -- Some Offers may be presented to you with the option to express your preference by either clicking or entering "accept" (alternatively "yes") or "decline" (alternatively "no"). By selecting or clicking the "accept" or "yes" you indicate that you "OPT-IN" to that Offer and thereby agree and assent that your personal information and data may be disclosed to third-parties.

"OPT-OUT" -- Other Offers may be presented with a pre-selected preference or choice. If you do not deselect the pre-selected preference of choice (i.e. "OPT-OUT" of the Offer) then the Site may transfer your personal profile information to the third-party service or content provider making the Offer. If you deselect the pre-selected preference, then no personal information about you may be disclosed to any third-party service or content provider.

The Site also offers you a procedure for "Opting-Out" if you subsequently choose to revoke any consent to receive Offers by emailing [info@bongarde.com](mailto:info@bongarde.com) and entering in the exact email address to be "Opted-Out".

**Your Use of Other Subscribers' Information.** You may not use other Subscribers' information for commercial purposes, to spam, to harass, or to make unlawful threats. The Site reserves the right to terminate the Subscription of those who misuse other Subscribers' information or who otherwise violate the Terms of Use of the Site.

**Control of Your Password.** You shall take personal responsibility for the care, control, and confidentiality of your password used to access and use the Site. You may not disclose your password to any third parties or share it with any third parties. If, despite the foregoing, you lose control of your password, you may lose substantial control over your personally identifiable information and may be subject to legally binding actions taken on your behalf. Therefore, if your password has been compromised for any reason, you should immediately change your password.

**Reviewing and Changing Your Personally Identifiable Information.** Once you register, you will be able to review and change much of your personally identifiable information at the Site including:

1. Your email address
2. Your city, province, postal code Your password
3. Your profile

Please promptly update your information if it changes by logging in to your account and following the screen prompts. We strongly urge you to periodically change your password to help reduce the risk of unauthorized access to your account information.

We will retain in our user database information you have requested to remove in some circumstances, such as to resolve disputes, troubleshoot problems, enhance security, reduce fraud, comply with Federal and Provincial law, and to enforce our Terms of Use Agreement.

You have the following choices to modify or delete your profile information from our user database:

1. Send an email to [info@bongarde.com](mailto:info@bongarde.com)
2. Log in with your password and modify/delete your profile
3. Send a notice by mail to our postal address shown above

**Terms and Conditions of Subscription.** You should carefully read each of the terms and conditions of Subscription to this Site. By accepting a Subscription to this Site you are unconditionally accepting all of those terms and conditions. Some of those terms and conditions may also affect the right of this Site to use information that it has gathered from you.

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In the event of any conflicts between the Terms of Use and this Privacy Policy, the provisions of this Privacy Policy shall control.