

This document contains 2 distinct agreements for the following 2 product subscriptions and are to be read and executed separately.

1. [HR Toolkit for Small Business](#)
2. [HR Complete for Small Business](#).

IMPORTANT: PLEASE READ THIS AGREEMENT. BY PURCHASING A SUBSCRIPTION AND/OR OBTAINING THE PRODUCTS YOU ARE CONSENTING TO THE TERMS OF THIS AGREEMENT.

1. HR Toolkit for Small Business Agreement

This legal document is an agreement (the “**Agreement**”) between you, the purchaser or account holder (“**Customer**” or “**You**”) and **ConnectsUs Intranet Inc.**, 1965 4TH AVE W., Suite 202, VANCOUVER BC, V6J 1M8, (“**ConnectsUs**”).

This agreement sets out the terms of your use of **ConnectsUs HR™ Toolkit for Small Business**, a subscription that requires a non-refundable 6-month membership to a restricted Resource Center and includes a collection of pre-populated documents delivered by electronic download, HR kits, and implementation tools for creating, delivering, and maintaining HR processes, policies, manuals, handbooks, procedures or intranet content (“**Product** or **Products**”). The terms “Product or Products” also includes any documentation and upgrades, modified versions or updates you later install.

In consideration of the license of the Products as described in this License Agreement, the parties agree as follows.

1. Term of Agreement

- 1.1 This Agreement takes effect on the date of the purchase of Product.
- 1.2 The Agreement is terminated 183 days (6 months) after the date of purchase of Product.
2. You warrant that if you are entering into this Agreement on behalf of your employer or other entity, you warrant and represent that you have the full right and authority to do so on their behalf. In the event that you do not have such authority, you agree that you will be personally liable to ConnectsUs for any breaches of the terms outlined in this Agreement.
3. **Online Purchase Criteria.** You warrant that you meet the criteria required to purchase the Product. Namely:
 - 3.1 The product license is registered to a legal entity (“**Business**”) and not to an individual.
 - 3.2 Your Business has at least 3 employees.
 - 3.3 Your Business registered user has a corporate email address and will not use a consumer email address.
 - 3.4 You have a corporate website with a unique domain/URL that matches your email address – unless a valid reason for incongruence is noted at the time of purchase and accepted by ConnectsUs.
4. **HR Consultants.** You warrant that you are not an HR Consultant defined as follows:

- 4.1 A sole and independent contractor or consulting *practitioner* providing any type of HR Services. You may or may not be affiliated with a consulting firm or practice.
- 4.2 An individual affiliated with an umbrella HR consulting Firm or practice where you are a sole *practitioner* with an arm's length relationship to the Firm, an independent email address, and the ConnectsUs license is registered to you, the individual, and not the Consulting Firm.
- 4.3 Your agreement for services defines you as an independent contractor or vendor.
- 4.4 Your services are not part of an employee/employer relationship.
- 4.5 You provide services to more than one legal entity or client.
- 4.6 Your paid or unpaid services or volunteer work includes providing HR services to clients including:
 - 4.6.1 HR policy development
 - 4.6.2 Employee surveys
 - 4.6.3 Management consulting
 - 4.6.4 HR consulting
 - 4.6.5 HR advising
 - 4.6.6 Coaching
- 5. **Competitors.** ConnectsUs does not accept the following types of competitors as Product account holders. Competitors are strictly prohibited from purchasing a membership subscription, accessing or using the restricted areas of the website including the ConnectsUs Resource Center, ConnectsUs HR Kits, ConnectsUs documents and templates, without expressed permission in writing by the CEO of ConnectsUs.
 - 5.1 You warrant that you are not an organization that provides any type of HR-related services (an organization is defined as any entity that is not a sole practitioner, and/or employs more than one employee or Independent Consultants with a non-arm's length relationship to the organization, or has an affiliation to organizations relating to HR, whether for profit or non-profit), including but not limited to:
 - 5.1.1 Consulting Providers including management, organizational development or HR consulting;
 - 5.1.2 HR associations;
 - 5.1.3 HR service providers;
 - 5.1.4 HR educational or training institutions;
 - 5.1.5 HR advisors
 - 5.2 You warrant that you are not an **entity** that creates, provides, sells, re-sells, or makes available for free, HR-related goods or products including but not limited to:
 - 5.2.1 Any type of print or electronic HR documents including HR templates, HR guides, HR spreadsheets, HR policy development, HR procedures, HR processes, HR systems;

- 5.2.2 Free or paid online subscription that provides HR-related content;
- 5.2.3 Cloud based HR-related solutions;
- 5.2.4 HR resources;
- 5.2.5 Online HR learning and training;
- 5.2.6 HR memberships;
- 5.2.7 HR tools;
- 5.2.8 HR articles;
- 5.2.9 HR updates;
- 5.2.10 HR blog
- 5.2.11 and all other entities that offer any of the same or similar products and services as ConnectsUs.

****An entity** is defined as:

- Any type of individual
- HR service provider
- Consultant
- Registered business
- Association
- Partnership
- Not-for-profit
- Social profit
- Public sector entity

("Entity")

6. **Product Permitted and Prohibited Uses.** The materials contained on ConnectsUs HR™ website and Resource Center are unique and copyrighted. Products are licensed, not sold. ConnectsUs, and not you, owns the Products, which are protected by United States, Canadian and international copyright laws. The License Agreement gives you no intellectual property rights to the Products. ConnectsUs grants you, a non-exclusive license which permits you to use the Products **as long as they are only used by you and/or for the employees and HR of your Business in the performance of their duties as your employees** as follows:

6.1 What You Are Permitted to Do

- 6.1.1 You can print, copy, and PDF documents and make as many copies of the downloaded HR documents and templates and file folders ("**Downloaded Materials**") contained in the purchased Product.

- 6.1.2 Downloaded Materials relating to outside individuals such as application forms or other pre-hiring documents can be used by outside individuals for the sole purpose of obtaining employment with your Business.
- 6.1.3 The Downloaded Materials are intended to be a flexible resource of HR materials for your own customized use. You may modify the Downloaded Materials at your own discretion including but not limited to branding with the purchased item with your company name, logo, styles and formatting.
- 6.1.4 You have access to examples and best practices outlined in HR Kits that are not related to Downloaded Materials, such as *Creating Career Pages on your website*. You may use these examples and best practices to enhance the HR operations of your Business.

6.2 What You Are Prohibited from Doing

- 6.2.1 Licensing this Product does not allow you to provide services to other third parties or Entities or to re-purpose, re-package, or re-use the Products or to use the Products to provide consulting or other services to other Entities.
 - 6.2.2 Reproduction of the *ConnectsUs HR™* trademark for resale, syndication, or any other use not outlined is strictly PROHIBITED.
 - 6.2.3 You may not use the Products to create new products whether or not those products compete with the ConnectsUs Products, including but not limited to any products that incorporate any portions of the Products.
 - 6.2.4 You may not reverse engineer, decompile, disassemble, or commercially distribute, sublicense, resell or transfer the Products other than as specifically permitted under this License Agreement.
 - 6.2.5 None of the materials in the Resource Center ("Resource Center Materials") may be copied or reproduced, with the exception of examples and best practices created specifically for implementation in your Business as outlined in SECTION (5.1.4).
- 7. **Renewal.** Prior to the end of the 6-month subscription period, ConnectsUs will contact you to inquire if you would like to renew your membership. ConnectsUs does not auto-renew any of its memberships.
 - 8. **Copyright** © ConnectsUs Internet Inc. All rights reserved. The contents of the Products, the Services and any other material provided by ConnectsUs are owned by and copyrighted by ConnectsUs and its suppliers and may contain trademarks of ConnectsUs or others.
 - 9. **Logins and passwords.** Your access to the Products requires login ID's and a password. Upon membership, you will create a unique login ID and password which will allow access. It is your responsibility 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. You are responsible for any activity that occurs under your login ID. You will report to ConnectsUs immediately if you discover any compromise of your passwords or suspected unauthorized use of the site using your identity.
 - 10. **Support.**

- 10.1 HR Toolkit for Small Business does not provide user or HR support. For enhanced support options, Client is encouraged to upgrade to [HR Complete for Small Business](#).
- 10.2 Support for HR Toolkit for Small Business is provided during hours provided on the [Contact page](#) on the ConnectsUs website.
- 10.3 Support is provided by email or online chat. Phone and/or web conference support available when questions cannot be resolved online.
- 10.4 Provided support includes the following topics:
 - 10.4.1 Account inquiries
 - 10.4.2 Site failures
 - 10.4.3 Assistance with navigation or locating documents
- 10.5 Support does not include the following:
 - 10.5.1 HR advice
 - 10.5.2 Legal advice
 - 10.5.3 Troubleshooting or configuring third party applications or integrating same with the Products.
11. **Payment.** ConnectsUs will either charge your credit card for the Products' license fees or invoice you for the Products' license fees, whichever is applicable. All ConnectsUs invoices are payable upon receipt. Any amounts outstanding after 15 days, bear interest at a rate of 1.5% per month (18% per annum). The Customer bears all taxes in relation to the Products, Support or Services.
12. **YOU ACKNOWLEDGE THAT, BY PROVIDING THE PRODUCTS, CONNECTSUS IS NOT PROVIDING LEGAL, HR, OR ACCOUNTING ADVICE TO YOU AND IT IS YOUR SOLE RESPONSIBILITY TO DETERMINE THE LEGALITY OF CONTENT DERIVED OR GENERATED BY USING THE PRODUCTS. THE PRODUCTS AND SUPPORT ARE SUPPLIED WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND INCLUDING THOSE REGARDING NON-INFRINGEMENT OF THIRD PARTY RIGHTS, DURABILITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IF LEGAL, HR OR ACCOUNTING, OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL MUST BE SOUGHT.**
13. **LIABILITY OF CONNECTSUS FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT, TORT OR OTHERWISE) INCURRED IN CONNECTION WITH THIS LICENSE AGREEMENT, THE USE OF THE PRODUCTS, SHALL BE LIMITED TO THE LATEST PRODUCT PURCHASE FEE.**
14. **IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS.**
15. **Termination.**
 - 15.1 This Agreement is effective until terminated. You may terminate it at any time by destroying the Products together with all copies, modifications, and merged portions in any form. No refunds or credits of the purchase fee shall be provided by ConnectsUs for termination of this License Agreement.
 - 15.2 This License Agreement and the Product License will also terminate if you fail to comply with any term or condition of this License Agreement. You agree upon such termination

to destroy the Products together with all copies, modifications, and merged portions in any form.

16. **Whole Agreement.** Except as described below, this License Agreement is the only agreement between You and ConnectsUs pertaining to the use of the Products. Certain provisions of the ConnectsUs website specifically referenced in this License Agreement are deemed to be part of this License Agreement. Where there is a conflict between such website provisions and this License Agreement, this License Agreement prevails to the extent necessary to resolve any inconsistency.
17. **Governing Law.** This Agreement is governed by and subject to the exclusive jurisdiction of the laws of the Province of British Columbia, Canada.
18. **Force Majeure.** Dates or times by which either party is required to perform under this Agreement, excepting the payment of any fees or charges due hereunder, may be postponed to the extent that any party is prevented from meeting them by causes beyond its reasonable control.
19. **Non-Assignable.** This License Agreement is not assignable by You, and any attempted or alleged assignment by You is void. You should note that providing or transferring a copy of the Products to another party for monetary payment and without, without first paying for such Product is violating the terms of this License Agreement. Transferring a copy of the Products to another party is a violation of the terms of this License Agreement.
20. **No Agency.** The parties acknowledge that each is an independent contractor and nothing herein constitutes a joint venture, agency or partnership and neither party has the right to bind or act for the other as agent or in any other capacity.
21. **Time is of the Essence.** Time and each of the terms and conditions of this Agreement shall be of the essence.
22. **Acceptance of Terms.** This Agreement may be accepted during the e-commerce check out process on the ConnectsUs website and terms and conditions of this Agreement are deemed to be accepted by you as if the Agreement included your original signature.

2. HR on Call Agreement (HR Complete for Small Business)

This legal document is an agreement (the “Agreement”) between you, the purchaser or account holder (“Client” or “You”) and **ConnectsUs Intranet Inc.**, 1965 4TH AVE W., Suite 202, VANCOUVER BC, V6J 1M8, (“**ConnectsUs**”).

This agreement sets out the terms of your use of **ConnectsUs HR™ HR Complete for Small Business**, a subscription that includes a non-refundable 6-month membership to HR Toolkit for Small Business and HR on Call.

Whereas the [HR Toolkit for Small Business license agreement is set out separately in this document](#), this Agreement specifically sets out the terms and conditions related to the HR on Call component included with your purchase or other forms of recognized acquisition of **HR Complete for Small Business** subscription, which provides access to HR on Call services that provides the Client with enhanced HR Toolkit for Small Business support and the ability to ask questions related to the HR Toolkit for Small Business and general HR best practices, (“**HROC**”).

ConnectsUs and Client are individually and together known as “the **Party, Parties**”;

WHEREAS the Client has engaged ConnectsUs to provide certain HR on Call services to the Client and ConnectsUs has agreed to provide such services provided the Parties agree on the terms and conditions set out in this Agreement by accepting the terms and conditions during ConnectsUs’ online check out and purchasing process;

IN CONSIDERATION OF the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

Agreement

23. Term of Agreement

- 23.1 This Agreement and access to HROC takes effect on the date of the purchase of HROC.
- 23.2 The Agreement and access to HROC is terminated 183 days (6 months) after the date of purchase of HR Complete for Small Business.

24. HROC

- 24.1 ConnectsUs will provide HROC as follows:
 - 24.1.1 Client has access to unlimited email and phone support to ask HR questions relating to the following topics in relation to the provinces of BC, Alberta, Ontario:
 - 24.1.1.1 ConnectsUs HR Toolkit for Small Business support
 - 24.1.1.2 Employment legislation (ESA)
 - 24.1.1.3 Absences
 - 24.1.1.4 Employee conflicts and employee relations

- 24.1.1.5 Terminations
- 24.1.1.6 Policies
- 24.1.1.7 Employment and independent contractor agreements
- 24.1.1.8 Recruiting
- 24.1.1.9 Job descriptions
- 24.1.1.10 Performance management
- 24.1.1.11 HR coaching
- 24.1.1.12 HR administration
- 24.1.1.13 Disability management.
- 24.1.2 ConnectsUs does not provide HROC services related to
 - 24.1.2.1 OHS
 - 24.1.2.2 Payroll
 - 24.1.2.3 Unionized environments
 - 24.1.2.4 Jurisdictions outside BC, Alberta and Ontario.
- 24.1.3 During the consultation, ConnectsUs will advise the Client if legal review is required by the Client.
- 24.1.4 ConnectsUs will not review Client documents or other materials.

25. HROC Access

- 25.1 Only the ConnectsUs account holder with a unique email address may access HROC services. HROC may not be accessed by anyone else, including other staff members in the Client's organization.
- 25.2 Client may ask questions relating to situations inside their organization on behalf of other individuals or managers.
- 25.3 Client is required to indicate their email address associated with their HROC purchase and account when contacting ConnectsUs for HROC.
- 25.4 Client warrants that Client will not share access to HROC services with any other individuals, including with others inside the Client's own organization.
- 25.5 Client warrants that the questions asked when accessing HROC services are related to issues associated with their own business and not on behalf of external entities or persons. If Client is found to have shared access with or asked questions on behalf of another entity or person, the Client's account will immediately be suspended indefinitely without a refund for any unused HR Complete for Small Business subscription period.

26. HROC Phone support ("Service Calls"):

- 26.1 Service Calls are scheduled in 15-minute increments during weekdays (excluding Ontario, BC and Alberta statutory holidays and for 2 weeks during Christmas and New Year's), using the HROC online booking system link which is available upon logging into www.connectsUs.com.

26.2 Service Calls are conducted between 9:00AM and 3:00PM EST.

26.3 Attending Service Calls

26.3.1 Due to ConnectsUs HR Advisors' back-to-back phone schedules and to extend courtesy to other HROC clients, the Client commits to being available for and promptly attending scheduled phone calls.

26.3.2 The Client agrees to be available to answer the phone 5 minutes before and after the scheduled start time of the call.

26.3.3 ConnectsUs will attempt to call the Client twice within a 5-minute period. If the Client does not answer the Service Call, the Service Call will be terminated and the Client will forfeit the call with no opportunity to call into ConnectsUs to speak with the Advisor and the Client will book an alternate time using the online booking system.

26.4 Missed Service Calls

26.4.1 If the Client forfeits 2 Service Calls in a monthly period, the Client will not be able to access the HROC again until the end of the following month. Example: Client forfeits a call on March 03 and March 16. Client will not be able to access HROC until May 01.

27. **Emailed questions** can be sent anytime and Client will receive a response within 4 hours on business days.

28. Client Account

28.1 ConnectsUs will record a summary of each Client Service Call to maintain a history of inquiries.

28.2 Any notices required by this Agreement will be in writing by email.

28.2.1 Emails to ConnectsUs from the Client will be sent to contact@connectsus.com;

28.2.2 Emails to the Client from ConnectsUs will be sent to Client's ConnectsUs account email.

("Email Notices")

28.2.3 The Parties will reply to Email Notices within 5 business days to provide confirmation of receipt. If such confirmation of receipt is not received within 5 business days, the notice will be delivered by signed courier to the Party's address as indicated in the Client's ConnectsUs account and recitals in this Agreement.

29. Non-Solicitation

29.1 During the Term of this Agreement, and thereafter for a period of 12 months, the Parties will not attempt to induce any employee, contractor, partner, or customer currently doing business with or being solicited by the Parties, to do business with the other Party.

29.2 In particular, **THE CLIENT WILL NOT ATTEMPT TO ENTER INTO A SEPARATE BUSINESS RELATIONSHIP WITH ANY CONNECTSUS ADVISOR WITH WHOM THE CLIENT MAY OR MAY HAVE NOT HAD CONTACT WITH DURING HROC SERVICE PROVISIONS.**

30. Confidentiality and Intellectual Property

- 30.1 The Client will provide ConnectsUs with access to such confidential information of the Client that ConnectsUs may reasonably require to perform the HROC.
- 30.2 ConnectsUs shall only use such information to the extent reasonably required to perform the HROC and shall take reasonable care to protect the confidentiality of such information and not disclose it without the Client's prior written consent.
- 30.3 ConnectsUs shall not misappropriate, use or make any unauthorized disclosure of any trade secrets or other intellectual property of the Client.

31. Limitation on Liability

- 31.1 The Client acknowledges that ConnectsUs is not a legal, safety, organized labour, or accounting expert and is not qualified to provide legal, tax, organized labour or financial advice relating to employment or other matters. The Client agrees that any and all liabilities incurred by Client as a result of proceeding with employment or other matters without consulting appropriate third party counsel, will be the responsibility of and incurred by the Client.
- 31.2 The spirit of HROC services is the Client has access to advice provided by HR Professionals as though they were working for the Client's organization in the role of HR Advisor without access to inhouse employment legal counsel. Should the Client wish to further obtain legal advice associated with the HR situation in question, they will do so relative to the seriousness of the HR matter.
- 31.3 Subject to Section 9.1, the total cumulative liability to ConnectsUs and its directors, officers, agents, employees and subcontractors, whether arising out of contract, negligence, strict liability, tort or any other principle of law or equity including, without limitation, fundamental breach, ("**Incident**") shall not at any time exceed the total amount of fees paid to ConnectsUs under this Agreement for the most recent HR Complete for Small Business order placed prior to the Client becoming aware of the Incident, and that no action, regardless of form, arising out of or relating to this Agreement or the HROC may be brought by the Client against ConnectsUs more than six months after the earlier date of expiry or other termination of this Agreement, or the date the cause of the Incident arose.

32. Miscellaneous

- 32.1 This Agreement constitutes the entire agreement between the Parties and together supersedes any and all prior agreements or understandings, oral or written, between the Parties hereto pertaining to the subject matter covered by this Agreement, and any such prior agreements are hereby terminated and cancelled.
- 32.2 Any amendments to this Agreement must be in writing and signed by both Parties.
- 32.3 This Agreement will be governed by and interpreted in accordance with the laws of British Columbia and the laws of Canada applicable therein.
- 32.4 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 32.5 Time will be of the essence in this Agreement.