

**ConnectsUs HR™ Toolkit for Small Business  
STANDARD LICENSE AGREEMENT**

("LICENSE AGREEMENT")

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

**Agreement.** This legal document is an 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") ConnectsUs.

This agreement sets out the terms of your use of **ConnectsUs HR™ Toolkit for Small Business**, a subscription that requires a non-refundable one-year 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. 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.
2. **Online Purchase Criteria.** You warrant that you meet the criteria required to purchase the Product. Namely:
  - 2.1 The product license is registered to a legal entity ("**Business**") and not to an individual.
  - 2.2 Your Business has at least 3 employees.
  - 2.3 Your Business registered user has a corporate email address and will not use a consumer email address.
  - 2.4 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.
3. **HR Consultants.** You warrant that you are not an HR Consultant defined as follows:
  - 3.1 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.
  - 3.2 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.
  - 3.3 Your agreement for services defines you as an independent contractor or vendor.
  - 3.4 Your services are not part of an employee/employer relationship.

- 3.5 You provide services to more than one legal entity or client.
- 3.6 Your paid or unpaid services or volunteer work includes providing HR services to clients including:
  - 3.6.1 HR policy development
  - 3.6.2 Employee surveys
  - 3.6.3 Management consulting
  - 3.6.4 HR consulting
  - 3.6.5 HR advising
  - 3.6.6 Coaching
- 4. **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.
  - 4.1 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:
    - 4.1.1 Consulting Providers including management, organizational development or HR consulting;
    - 4.1.2 HR associations;
    - 4.1.3 HR service providers;
    - 4.1.4 HR educational or training institutions;
    - 4.1.5 HR advisors
  - 4.2 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:
    - 4.2.1 Any type of print or electronic HR documents including HR templates, HR guides, HR spreadsheets, HR policy development, HR procedures, HR processes, HR systems;
    - 4.2.2 Free or paid online subscription that provides HR-related content;
    - 4.2.3 Cloud based HR-related solutions;
    - 4.2.4 HR resources;
    - 4.2.5 Online HR learning and training;
    - 4.2.6 HR memberships;
    - 4.2.7 HR tools;

- 4.2.8 HR articles;
- 4.2.9 HR updates;
- 4.2.10 HR blog
- 4.2.11 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")

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- 5.1.1 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.
- 5.1.2 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.
- 5.1.3 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.
- 5.1.4 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.

## 5.2 What You Are Prohibited from Doing

- 5.2.1 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.
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  - 5.2.4 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.
  - 5.2.5 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).
6. **Renewal.** Prior to the end of the one-year 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.
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8. **Logins and passwords.** Your access to the Products and Services 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.
9. **Support.** Support relating to creating documents and assembling kits is available during business hours as identified on the ConnectsUs website, excluding B.C. statutory holidays, as follows:
- 9.1 Email support relating to creating documents and assembling kits within one business day.
  - 9.2 Phone and/or web conference support available when questions cannot be resolved online.
  - 9.3 Support does not include the following:
    - 9.3.1 HR advice

- 9.3.2 Legal advice
  - 9.3.3 Troubleshooting or configuring third party applications or integrating same with the Products.
  - 9.4 **ConnectsUs Consultation.** More complex consultations and professional services ("Services") may be purchased in one-hour blocks on the ConnectsUs website store.
  - 9.5 **Warranty.** ConnectsUs warrants to you that all Support and Services shall be performed in full conformity with industry standards. In the event of non-performance and/or failure of ConnectsUs to perform the Support and Services in accordance with the Agreement, ConnectsUs shall, at no cost to Customer, re-perform or perform the Support and Services so that the Support and Services conform to the warranties. Otherwise, Customer's money will be returned. The warranty for the Support and Services is expressly limited to the value of the Support and Services, which the Customer agreed to purchase.
10. **Payment.** ConnectsUs will either charge your credit card for the Products' license fees or invoice you for the Products' license fees or Services, 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.
  11. **YOU ACKNOWLEDGE THAT, BY PROVIDING THE PRODUCTS, SUPPORT AND SERVICES, 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. OTHER THAN THE WARRANTIES EXPLICITLY SET OUT IN SECTION (9) ABOVE, THE PRODUCTS, SUPPORT AND SERVICES 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 SHOULD BE SOUGHT.**
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  14. **Termination.**
    - 14.1 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.
    - 14.2 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.

15. **Whole Agreement.** Except as described below, this License Agreement is the only agreement between You and ConnectsUs pertaining to the use of the Products or the Support and Services. 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.
16. **Governing Law.** This Agreement is governed by and subject to the exclusive jurisdiction of the laws of the Province of British Columbia, Canada.
17. **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.
18. **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.
19. **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.
20. **Time is of the Essence.** Time and each of the terms and conditions of this Agreement shall be of the essence.
21. **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.