

## TERMS OF USE

### 1. Agreement

Compass Group Canada Ltd., together with its subsidiaries and affiliates (hereinafter referred to as “us”, “we” and/or “Compass”) welcomes you to our Website (the “Site”).

By accessing and using this Site, you signify that you have read, fully understand and agree to be legally bound by these Terms of Use (the “**Terms of Use**” or “**Agreement**”) and to comply with all applicable laws and regulations as they may change from time to time. IF YOU DO NOT ACCEPT AND AGREE TO BE LEGALLY BOUND BY AND COMPLY WITH THESE TERMS OF USE, YOU ARE NOT PERMITTED TO ACCESS OR USE THE SITE. We suggest you print a copy of these Terms of Use for your records.

We reserve the right, in our sole and absolute discretion, to modify all or a portion of these Terms of Use at any time without further notice and without incurring any liability or obligation. If we do this, we will post the changes to these Terms of Use on the Site and will indicate at the bottom of this page the date these Terms of Use were last revised. Your continued access to and/or use of the Site after any such changes constitutes your acceptance of, and agreement to be legally bound by, these Terms of Use, as revised. It is your sole responsibility to regularly check the Site to determine if there have been any changes to these Terms of Use and to review such changes.

You hereby acknowledge and agree that we reserve the right at any time to modify or discontinue the whole, or any part of, the Site, without notice, and that we will not be responsible or liable, directly or indirectly, to you or any other person or entity for any loss or damage of any kind incurred as a result of any such modifications or discontinuance.

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### **4. User Waivers and Representations**

By using the Site and providing User Content, you hereby acknowledge, agree, warrant and represent to Compass that any and all User Content (in any format or media) you upload to or otherwise submit to or through, the Site:

- a. is original to you and that you have obtained all necessary rights in and to the User Content and all of its components (if applicable) to post, upload, or otherwise submit it to or through the Site; and
- b. does not violate any law.

Without limiting the generality of the foregoing, you also hereby acknowledge, agree, warrant and represent to Compass that we cannot (nor are we required to) guarantee the accuracy, reliability or completeness of any User Content.

You hereby agree that you shall not use the Site to:

- i. disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to gain unauthorized access to any portion of the Site;
- ii. collect information about others without their consent; and/or
- iii. upload, post, email, transmit or otherwise make available any content that you do not have the right to disclose or make available.

Further, you hereby agree that you shall not engage in prohibited or unauthorized use of the Site or of Compass systems, including, but not limited to, unauthorized entry into the systems, misuse of passwords, or misuse of any information on the Site.

### **5. Indemnification by User**

By using the Site, you hereby agree to indemnify, defend and hold harmless Compass, and each of its respective agents, employees, directors, successors, and assigns (collectively, the “**Releasees**”) from any loss, liability, claim, demand, damage or expense asserted by any entity relating in any way to your use of the Site, User Content, and/or breach of these Terms of Use, including, without limitation, any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other cause of action.

## **6. Notice of Infringing Content**

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- A description of the copyrighted work that you claim has been infringed, including the URL (i.e., Web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Your address, telephone number and email address.

## **7. Disclaimer and Limitation of Liability**

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## **9. Privacy**

Without limiting the generality of these Terms of Use, your use of the Site is also subject to the terms of our [Privacy Policy](#), which is hereby incorporated into and made part of these Terms of Use. Please carefully review our Privacy Policy. By using the Site, you signify that you have read, fully understand and agree to be legally bound by our Privacy Policy.

## **10. Accuracy and Changes**

Facts and information provided by Compass on the Site are believed to be accurate when placed on the Site. Changes may be made at any time to the information at this Site without prior notice. Please consult Compass for complete and up-to-date information on products and services.

## **11. Governing Law and Jurisdiction**

These Terms of Use, your use of the Site, and all related matters shall be governed solely by the laws of the Province of Ontario, Canada and the applicable federal laws of Canada, without regard to the conflicts of law provisions of any jurisdiction. You hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario in the City of Toronto in relation to all disputes arising from or related to this Agreement, your use of the Site and any related matters.

## **12. Links**

This Site may contain links to the websites of our subsidiaries and affiliates, and to websites that are independently owned and operated by third parties. These other websites may have their own privacy policies and terms and conditions that are not governed by these Terms of Use. We are not responsible for the privacy practices or the content of any website(s) owned and operated by any such subsidiaries, affiliates or third parties. Other websites may collect and treat information collected differently, so we encourage you to carefully read and review the privacy policy for each website you visit. Any links from this Site to other websites, or references to products, services or publications other than those of Compass, do not imply the endorsement or approval of such websites, products, services or publications by Compass.

## **13. Termination**

If you breach any provision of these Terms of Use or Privacy Policy you may no longer use the Site. We may, in our sole discretion, change, suspend or terminate, temporarily or permanently, the Site or any part thereof or any of its features at any time, for any reason, without any notice or liability to you or any other entity. If these Terms of Use or your permission to use the Site is terminated by us for any reason, the Agreement formed by your acceptance of these Terms of Use will nevertheless continue to apply and be binding upon you in respect of your prior use of the Site and anything relating to or arising from such use. If you are dissatisfied with the Site or with these Terms of Use or Privacy Policy, then your sole and exclusive remedy is to discontinue using the Site. The Disclaimer and

Limitation of Liability, Intellectual Property and Indemnity provisions in this Agreement shall survive any termination of this Agreement.

#### **14. General**

These Terms of Use and our Privacy Policy constitutes the entire agreement between us (i.e., you and the Compass) with relation to the subject matter hereof, and governs your use of and access to the Site. If any provision of these Terms of Use is held invalid or unenforceable by any court having competent jurisdiction, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of these Terms of Use shall continue in full force and effect. No failure to exercise or waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision of these Terms of Use. These Terms of Use are binding upon you, your heirs, executors, beneficiaries, successors and assigns and you may not assign this Agreement to any other party without our prior written consent, which consent may be withheld in our sole and absolute discretion.

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