

POSH Services Ltd. and Small Employer Safety Collective Inc.
Terms and Conditions

1. Introduction

- 1.1 Please read this Agreement carefully. The terms and conditions herein comprise a legal agreement between POSH Services Ltd. and Small Employer Safety Collective Inc. (“**POSH**”) and you, the person accessing and using the POSH website at www.poshsafety.com (“**Website**”), or any services of POSH (“**You**”, “**Your**”, “**Yourself**”, or “**User**”). POSH owns, operates and maintains the Website which offers content on workplace safety services, and offers workplace safety management services including the Small Employer Safety Collective program (“**SESC**”) for small business owners (“**Services**”). By accessing or using the Website or the Services, or by selecting the “accept” option when prompted, You agree to be bound by this Agreement and are deemed to have read it. If You do not intend to be bound by these terms and conditions, You may not access or use this Website or the Services.

2. User’s Warranties

- 2.1 To be eligible to use POSH’s Services, You must be, and You represent and warrant that You are:
- a) at least 18 years of age; and
 - b) You are authorized by the business You are representing (“**Business**”), if any, to apply for and to use the Services.
- 2.2 As a User of the Services, whether a SESC member (“**Member**”), or any other User, You agree that any information You provide on the Website is accurate, current and complete, and You further represent and warrant that:
- a) You will use the Services solely for Yourself, and/or on behalf of Your Business, and You are responsible for all activity and use of Your account and may not assign or transfer Your account to any other person without the express consent of POSH;
 - b) You have the authority and consent to provide to POSH the information that You provide about Yourself, Your Business, and others;
 - c) You will not provide any information or content that is defamatory, inaccurate, misleading, false, inappropriate, abusive, threatening, offensive, or illegal, or that in any way infringes or violates another party’s rights (including, but not limited to, intellectual property and privacy rights), or advocate, promote or assist any unlawful act; and
 - d) You abide by any and all applicable laws and regulations in relation to Your use of the Website and the Services.

3. Enrollment in SESC Program

- 3.1 To become a SESC Member and to access and use certain features of SESC on the Website, You will need to fill out an enrollment form, in which You must provide to POSH certain information, including Your name, Business name, e-mail address, Business address, postal code/ZIP code, phone number, and other data or information about Your Business that has been requested by POSH (“**Member Data**”).
- 3.2 In this Agreement, personal information means any information about an identifiable individual, such as Your name, e-mail address, mailing addresses, gender, date of birth, any data about You that You elect to provide electronically through the Website and any other information that identifies who You are, but does not include publicly available information such as Business

contact information (“**Personal Information**”). Member Data and Personal Information will be used by POSH solely in accordance with this Agreement as per Article 7 herein.

3.3 You agree that You will:

- a) maintain and update Member Data as necessary in order to keep such information current, complete, and accurate;
- b) maintain the confidentiality of any passwords or other account identifiers which You choose or that are assigned to You as a result of any registration or account creation with the Website;
- c) be responsible for all activities that occur under such password or account; and
- d) agree to immediately notify POSH of any unauthorized use of Your password or account in the event that the confidentiality of Your password or Your account is compromised. Failure to comply with this requirement herein may result in immediate termination of Your account.

4. Fees and Payment

- 4.1 In some cases use of this Website and/or Services shall allow POSH to charge fees for specified services, and such amounts shall be reviewable by You in order to confirm Your acceptance of any such terms. SESC Members have the option to renew their membership each year, at which time the next year’s fees will be due and payable. Membership fees paid are non-refundable if membership is terminated by You in accordance with Article 11 of this Agreement. In the event POSH terminates Your SESC Membership in accordance with Article 11 of this Agreement, POSH may issue a partial refund depending on the costs incurred by POSH to the date of termination, at POSH’s sole discretion.
- 4.2 SESC Members may sign up for service reminders for their fleet and safety equipment servicing. Members are responsible for payment to third party service providers for servicing, as well as payment of any penalties for missed, cancelled, or late appointments issued by third party service providers. SESC reserves the right to charge an administration fee for missed, cancelled or late appointments.
- 4.3 SESC Members may sign up for WCB claims management services offered by POSH. POSH is not responsible for payment for workers’ transportation to appointments, medications, prosthetic devices, or other medical products, or for penalties for missed, cancelled or late appointments charged by third party providers.
- 4.4 SESC Members may request additional membership cards for employees or to replace lost or stolen cards. POSH will charge a fee for all additional or replacement cards.
- 4.5 All such fees are chargeable in Canadian Funds and are due immediately. All fees are non-refundable, except as herein provided and at POSH’s sole discretion. Any fees chargeable hereunder are subject to increase from time to time, upon notice to You by POSH. Any sales, excise or other taxes or any other charges imposed by any government authority are in addition to any fee payable by You. All sales are final.

5. Use

- 5.1 Upon Your agreement with the terms and conditions of this Agreement, POSH grants You a limited, revocable, non-royalty, non-exclusive and non-transferable license to access this Website and the Services for Your personal use and on behalf of Your Business. This Agreement does not

grant You or Your Business any other right or license, whether express or implied, by estoppel or otherwise in or under any patent, trademark, copyright, or other intellectual property or proprietary right in POSH, or any third party. POSH may terminate this license at any time for any reason whatsoever.

- 5.2 This Website may contain links to other third party websites which are not owned or controlled by POSH, and POSH makes no representations or warranties as to the completeness, accuracy or authenticity of any content, data, or information on any such third party website. Any access to any third party website through this Website or at all is at Your own risk and cost.
- 5.3 POSH does not verify, review, evaluate, interview, screen or perform any background checks on any of its Users. You assume all risks associated with dealing with other persons with whom You may come in to contact through the Services and the Website.
- 5.4 Under this Agreement You shall not in any way use, copy, reproduce, modify, download, upload, transfer, redistribute, broadcast, display, post, print, access, view, decompile or reverse engineer any of the contents of this Website except as expressly provided for by this Agreement. This provision shall survive this Agreement.
- 5.5 This Article 5 shall survive this Agreement.

6. Ownership

- 6.1 **Intellectual Property:** All rights to and interests in any and all trademarks, trade names, copyrights, official marks, logos, insignia, crests and any other symbols of POSH, and any compilation, selection, order and arrangements of those contents, are owned by or licensed to POSH and shall not be used in any way except as expressly set out in this Agreement. All rights not granted expressly or by necessary implication by this Agreement are expressly reserved to POSH.
- 6.2 **Materials and Works:** All rights to and interests in any materials produced by POSH, including safety manuals, safe worker field guides, workshop and webinar training materials, and any other web or print materials produced or distributed by POSH, are owned by or licensed to POSH and shall not be used, sold, given or otherwise distributed in any way by You except as expressly set out in this Agreement.
- 6.3 **Ownership of Records:** Documents and records submitted by a SESC Member remain the property of the Member even while being stored by POSH. Members have the sole legal responsibility for whatever Members submit to POSH or to any authority, including without limitation the legality, reliability, and copyright of such document and record. In accepting this Agreement, Members waive any and all moral rights in any submission or documents and records to POSH or to any authority.
- 6.4 This Article 6 shall survive this Agreement.

7. Privacy and Confidentiality

- 7.1 **Privacy and Personal Information:** POSH respects Your privacy and follows the applicable privacy laws with respect to Your Personal Information. POSH is responsible for Personal Information under its control, including the sharing or transfer of Personal Information to a third party.

- 7.2 **Confidential Information:** POSH will treat Your correspondence, records, and other workplace safety information about You and Your Business within POSH's ownership or control as confidential ("**Confidential Information**"). This means that POSH will not disclose Your Confidential Information except in the following situations and to then only to the extent necessary:
- a) in order to enforce a safety complaint;
 - b) as required to do so by law;
 - c) in disclosing to the appropriate authorities, including but not limited to Alberta Occupational Health and Safety, in the event that POSH, in its sole discretion, has reason to believe that any unlawful act may have been, is being, or may be perpetrated;
 - d) to authenticate accounts;
 - e) to enforce this Agreement;
 - f) to respond to claims of any kind, including without limitation infringement of any property or privacy rights; and
 - g) for any other reason with Your written or oral permission.
- 7.3 **Storage of Records:** POSH will store all hard copy SESC Member documents and records in a secure, controlled access room with alarm system and surveillance cameras, and will store and back up monthly on an external hard drive all electronic documents and records, during the SESC Member's paid-up membership term. POSH will store a paid-up SESC Member's records for ten years from the date of receipt of the record by POSH. Upon termination of membership, or upon expiration of the ten year period herein described, POSH will return the hard copy and electronic documents and records to the Member; or, if POSH cannot locate the Member after attempting to contact the Member at the addresses such Member provided, POSH may, but is under no obligation to, destroy such Member's hard copy and electronic documents and records.
- 7.4 **Access to Records:** During the term of their paid-up membership, SESC Members will have access to their hard copy and electronic documents and records stored by POSH. Hard copy documents and records will be made available to Members upon request. Electronic documents and records as well as POSH safety materials purchased by a Member may be accessed by the Member at any time such Member has access to the Internet.
- 7.5 **No Liability:** POSH shall not be liable for any damages howsoever arising for the disclosure, invasion, corruption, transfer, publication, or distribution of Your Personal Information and its security.
- 7.6 At any time You can contact POSH to review the Personal Information and Confidential Information held by POSH in connection with Your account, and amend Your Personal Information.
- 7.7 POSH reserves the right to make changes to its privacy and confidentiality terms herein, at any time, by giving notice to Users on this page.
- 7.8 This Article 7 shall survive this Agreement.

8. Disclaimer

- 8.1 The contents of the Website and the Services are provided on an "as is" or "as available" basis. POSH makes no warranties, guarantees, representations or endorsements, neither express nor implied, whatsoever, including without limitation warranties of accuracy, completeness, reliability, non-infringement of any property rights, merchantability, or fitness for a particular purpose. Further, POSH does not warrant or make any representation concerning any results or

consequences from any use of the contents of this Website, any other websites linked to this Website, or the Services. POSH does not warrant or guarantee that the contents of this Website or any other website linked to this Website will be free of infection, viruses, worms, or any other manifestation in code or content which may contain destructive or harmful properties. Any inclusion in this Website of any link to another website is not a warranty or endorsement of that other website, which You use at Your own risk.

8.2 POSH reserves the right, but is not obligated, to modify, correct, add or remove any portion of the contents of this Website, in its sole discretion at any time, without notice or compensation to You.

8.3 This Article 8 shall survive this Agreement.

9. Limitation

9.1 In no event will POSH, its directors, officers, employees, or agents be liable for any damages or losses of any nature, type or kind (even where reasonably foreseen by POSH), including without limitation any damages for loss or interruption of profits, Business, or information, arising out of any use, misuse, or inability to use the Website or the Services, the contents of the Website or the Services, for any third party website linked to this Website, or for the interruption, suspension, or termination of access to or the modification or alteration of this Website, the contents of this Website, or any third party website or link. Notwithstanding the foregoing, should POSH be found liable to You for any reason, including without limitation in tort, negligence, contract, or strict liability, such liability of POSH shall be limited to the amount paid by You to POSH for the Services. This provision shall survive this Agreement.

10. Indemnification

10.1 In consideration for the use of the Website and the Services, and on behalf of Yourself, Your heirs, executors, successors, assigns, and whomever may have or acquire any interest in any claim arising from the use of the Website or the Services, (all of which are You for the purposes of this Article 10), You agree to indemnify and hold harmless POSH and its officers, directors, employees, agents, assigns, suppliers, affiliates and subsidiaries (all of which are POSH for the purposes of this Article 10) from any loss, damage, or expense, and any and all third party claims, demands, or actions, howsoever arising from Your use of the Website and Services and Your breach of this Agreement, including those arising out of contract, tort, negligence, strict liability, or willful harm, or crimes by You, Your employees, contractors or agents. This provision shall survive this Agreement.

11. Term and Termination

11.1 **Term:** The term of this Agreement shall commence upon Your acceptance of this Agreement, and continue during Your membership or subscription period(s), if any, subject to the provisions with respect to termination hereafter.

11.2 **Termination without notice:** This Agreement shall immediately and automatically terminate without further notice or any other action upon:

- a) the expiry of the term of this Agreement;
- b) any breach of any kind of any term or condition of this Agreement by You; or

- c) if POSH believes, in its sole discretion, that You have acted inconsistently with this Agreement, whether literally or in spirit; including without limitation if You have not actively met the requirements of Your participation in Your own safety program.

11.3 **Termination upon 30 days written notice:** This Agreement is terminated upon 30 days written notice given by either party to the other party, for any reason, stating the intent to terminate this Agreement.

11.4 **Cease Use:** Upon termination of this Agreement, You must immediately cease any and all use, including without limitation any viewing, printing, storing or downloading of any contents of the Website and Services. This provision shall survive this Agreement.

12. Assignment

12.1 You shall not assign or transfer any interest or obligation under this Agreement, or any part thereof, to any third party.

12.2 POSH may, in its sole discretion, assign or otherwise transfer any or all of its rights and obligations in and under this Agreement, and shall be released from the terms and conditions of this Agreement upon such assignment or transfer.

13. Notice and Communications

13.1 Except as explicitly stated otherwise, all notices shall be served on the parties to this Agreement as follows:

7.3 TO POSH: to the email address: info@poshsafety.com; and

7.4 TO YOU: to the email address You provide to POSH during any registration process. Notice shall be deemed given 24 hours after email is sent, unless the sending party has actual knowledge that the email address is invalid. Alternatively, POSH may give You notice by mail to the address provided during any registration process. In such case, notice shall be deemed given five days after the date of mailing of such notice.

13.2 If You have any questions about the terms of use herein, please contact POSH by emailing us at info@poshsafety.com.

14. Successors and Assigns

14.1 This Agreement shall be binding upon and enure to the benefit of the parties and their heirs, executors, administrators, receivers, trustees, successors and permitted assigns.

15. Waivers

15.1 No previous waiver, failure, or delay to exercise any right, provision or entitlement under this Agreement shall be deemed to constitute a waiver or to affect either party's right to strict performance of other or future obligations under this Agreement.

16. Jurisdiction

16.1 This Agreement and all rights and obligations hereunder shall be governed by the laws, rules and regulations of the Province of Alberta. The Website is administered from a site located in Alberta,

and all communications, transmissions and transactions associated with the Website and the provision of the Services are deemed to have occurred in Alberta. In the event of a dispute under this Agreement, such dispute shall be resolved in the courts of the Province of Alberta.

17. Entire Agreement

- 17.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes any other prior statements, representations, discussions, negotiations or agreements between the parties, whether written or oral.

18. Severability

- 18.1 In the event that any provision contained in this Agreement is found to be invalid or unenforceable by any competent authority with jurisdiction over the matter, that provision shall to that extent be severed from the remaining terms and conditions of this Agreement which shall continue to be valid and enforceable to the fullest extent as permitted by law.

PLEASE READ THIS AGREEMENT CAREFULLY before clicking on or otherwise choosing the “I AGREE” button at the end of this Agreement, or using or accessing the Website or the Services. **By clicking on or otherwise choosing the “I AGREE” button at the end of this Agreement or by using or accessing the Website or the Services, You are agreeing, or are deemed to agree, to be bound by all the terms and conditions, without modification, of this Agreement,** in the same manner as if it had been duly executed in a paper or hard copy form by an individual or an officer of a corporation who is duly authorized to bind the corporation.

Please click here to indicate that You have read, understand, and agree to the terms and conditions of this Agreement.....