

Terms of Service

1 ACCEPTANCE OF TERMS

1.1 RecStaff Inc. (referred to here as “RecStaff”) provides its Service (as defined below) to you (“You”) through its web site located at www.recstaff.com (the “Site”), subject to this Terms of Service agreement (“TOS”). By accepting this TOS or by accessing or using the Service or Site, You acknowledge that You have read, understood, and agree to be bound by this TOS.

1.2 If You are entering into this TOS on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to this TOS, in which case the terms “You” or “Your” shall refer to such entity and its affiliates, and Your account will be deemed the “contracting account”. If You do not have such authority or if You do not agree with this TOS, You may not use the Service.

1.3 RecStaff may change this TOS from time to time without prior notice. You can review the most current version of this TOS at any time at <http://www.recstaff.com/terms-of-service/>. The revised terms and conditions will become effective upon posting and if You use the Service after that date, we will treat Your use as acceptance of the revised terms and conditions. If any change to this TOS is not acceptable to You, Your only remedy is to stop accessing and using the Service.

2 DESCRIPTION OF SERVICE

The “Service” includes access to (a) the Site, (b) the online RecStaff staff scheduling system, tools and services provided through the Site, (c) configuration, setup and training services, and (d) all software, data, text, images, sounds, video, and content made available through the Site (collectively referred to as the “Content”). Any new features added to or augmenting the Service are also subject to this TOS.

3 GENERAL CONDITIONS / ACCESS AND USE OF THE SYSTEM

3.1 Subject to the terms and conditions of this TOS, You may access and use the Service only for Your internal business purposes as contemplated by the agreement (“Agreement”). You shall not allow any unauthorized user to access or use the Service. You shall not (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as expressly permitted by this TOS; (b) copy, modify or distribute any portion of the Service; (c) use the Service to process data on behalf of any third party; or (d) use the Service in any unlawful manner or in any manner that interferes with or disrupts the integrity or performance of the Service and its components.

3.2 Subject to Your compliance with this TOS, RecStaff grants You a limited, non-exclusive, non-transferable, non-sublicensable license to access, view, copy, display and print the Content solely in connection with Your permitted use of the Service and solely for Your internal business purposes.

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3.3 Subject only to the limited right to access and use the Service expressly granted to You under this TOS, all rights, title and interest in and to the Service and its components will remain with and belong exclusively to RecStaff. You shall not modify, adapt or hack the Service to falsely imply any sponsorship or association with RecStaff, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks.

3.4 You are responsible for all scheduling information, personnel data, text, messages or other materials that You post or otherwise transmit via the Service (“Your Content”). You will not send bulk unsolicited email through the Service. You are responsible for maintaining the confidentiality of Your login and account and are fully responsible for any and all activities that occur under Your login or account. You agree and acknowledge that Your login may only be used by one (1) person – a single login shared by multiple people is not permitted. You may create separate logins for as many people as Your plan allows. RecStaff reserves the right to access any or all your accounts in order to respond to your requests for technical support.

3.5 You understand that the technical processing and transmission of the Service, including Your Content, may be transferred unencrypted and involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices and (c) transmission to RecStaff’s third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Service.

3.6 The failure of RecStaff to exercise or enforce any right or provision of this TOS shall not be a waiver of that right. You acknowledge that this TOS is a contract between You and RecStaff, even though it is electronic and is not physically signed by You and RecStaff, and it governs Your use of the Service and takes the place of any prior agreements between You and RecStaff.

3.7 As between RecStaff and You, the Service and Content (except Your Content) and all intellectual property rights therein are the exclusive property of RecStaff or its licensors. You or Your licensors own all intellectual property rights in Your Content. Each party reserves all rights not expressly granted to the other party under this TOS or the Agreement.

3.8 To access and use the Service, you will be asked to provide, or your employer may provide, personal information. It is a condition of your use of the Service that all the information you provide is correct, current and complete. Furthermore, you agree that by using the Service, you are agreeing that the collection and use of all information you provide to register and use the Service, which is governed by our Privacy Policy, is acceptable to you. Please visit <http://www.RecStaff.com/privacy-policy/> for more information on how RecStaff collects and uses personal information.

4 TRADEMARKS

“RECSTAFF” and RecStaff’s various logos used or displayed on the Service are trademarks of RecStaff and You may only use these trademarks or logos for promotional purposes to identify Yourself as a customer or user of the RecStaff products and services, provided You do not attempt to claim ownership of the marks by incorporating any of them within Your names or offerings.

5 PAYMENTS AND REFUNDS

5.1 The Service is made available as a Plan on a pay-as-You-go basis. RecStaff charges for the Plan based on user provisioning. In addition, You may purchase the configuration, setup and training services at an additional charge. If You have elected to upgrade to a different Plan, You will be billed monthly starting on the day of the upgrade. You can cancel a Plan at any time and You will not be billed again. Upon upgrading or downgrading in plan level, You will be credited pro rata for the time remaining in the current billing cycle. Downgrading Your account may cause the loss of features, or capacity of Your account. RecStaff does not accept any liability for such loss. Prices of the Service, including but not limited to monthly fees to use the Service, are subject to change upon 30 days' notice from us. Such notice may be provided at any time. In addition, special pricing may apply for customers with an exceptionally high number of end-users or an unusually high monthly usage of the Service. RecStaff does not provide refunds or credits.

5.2 RecStaff provides an interface for the account owner to change credit card information (e.g., upon card renewal). The account owner will receive an email receipt upon each credit card charge. The receipts are also available for the account owner from within the application. RecStaff uses a third-party intermediary to manage credit card processing and this intermediary is not permitted to store, retain, or use Your billing information except to process Your credit card information for RecStaff. Please visit <http://www.RecStaff.com/privacy-policy/> to understand how RecStaff collects and uses personal information.

5.3 Unless otherwise stated, RecStaff's fees do not include any direct or indirect local, provincial, federal or foreign taxes, duties, levies or similar governmental assessments of any nature, including any value-added use or withholding taxes (collectively, "Taxes"). You are responsible for paying all Taxes associated with the use of the Services. If RecStaff has the legal obligation to pay or collect Taxes for which You are responsible under this section, the appropriate amount shall be invoiced to and paid by You, unless You provide RecStaff with a valid tax exemption certificate authorized by the appropriate taxing authority.

6 CANCELLATION AND TERMINATION

6.1 If You are an employee of an organization that has contracted with RecStaff to provide staff scheduling services, You or your supervisor / manager are responsible for properly cancelling Your account. You may close Your account at any time from the **Edit Your Profile** page of the service. To close Your account, navigate to this page by clicking on the **User** menu link (upper rightmost icon on any RecStaff page) and then select **User Profile** from the drop-down menu. The main menu, on the left side of this page, has an option called **Close My Account**. When You click this link you will be asked to confirm that you want to close Your account. If You answer yes to the prompt, Your account will be closed within 24 hours. The historical scheduling information contained within the service remains the property of the organization that employs You and that contracted with RecStaff for the service. Your supervisor or manager may also close Your account at any time.

6.2 If You are the contracting account, and You would like to terminate the use of the service by all Your employees, you must send an email to sales@recstaff.com stating your intention. Upon receipt of that

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email RecStaff will stop charging You, will confirm with You Your intention to terminate the use of the service and will arrange with You to remove access to the service for all user accounts registered to Your organization.

6.3 RecStaff reserves the right to (i) modify or discontinue, temporarily or permanently, the Service (or any part thereof) and (ii) refuse any and all current and future use of the Service, suspend or terminate Your account (any part thereof) or use of the Service and remove and discard any of Your content in the Service, for any reason, including, if RecStaff believes that You have violated this TOS. RecStaff will use diligent efforts to publish on the Site or notify You about any planned downtime of the Service and will use all reasonable efforts to contact You directly via email to warn You prior to suspension or termination of Your account. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of Your use of Service, may be referred to appropriate law enforcement authorities. RecStaff shall not be liable to You or any third party for any modification, suspension or discontinuation of the Service.

6.4 RecStaff reserves the right to suspend Your access to the service if a payment for the service is overdue by more than thirty (30) days.

7 REPRESENTATIONS AND WARRANTIES

7.1 RECSTAFF WARRANTS THAT: (I) THE SERVICE AND ANY RELATED MODULES DO NOT VIOLATE ANY THIRD-PARTY TRADE SECRETS, COPYRIGHTS OR INTELLECTUAL PROPERTY RIGHTS, AND (II) AS OF THE EFFECTIVE DATE OF THIS AGREEMENT, RECSTAFF IS NOT AWARE OF ANY POTENTIAL OR ACTUAL THIRD-PARTY PATENT CLAIMS ON THE SERVICE.

7.2 EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT THE SERVICE, INCLUDING THE SITE AND CONTENT, AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMITTED BY LAW AND RECSTAFF EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT RECSTAFF DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM RECSTAFF OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TOS.

8 INDEMNITY

8.1 You will indemnify and hold harmless RecStaff and its officers, directors, employee and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) Your access to or use of the Service or Content and (ii) Your violation of this TOS.

8.2 Subject to the limitations set out below in Section 9, RecStaff shall indemnify and hold harmless You or Your officers, directors, employee and agents, from and against any claims, disputes, demands,

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liabilities, damages, losses, and costs and expenses incurred by You resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the System, or any use of the System in accordance with this TOS, infringes or misappropriates such third party's intellectual property rights, patents, copyrights, or trade secrets, provided that You promptly notifies RecStaff in writing of the claim.

9 DATA PRIVACY

9.1 RecStaff will use Your Data only for the purpose of fulfilling its duties under this Agreement and for Your sole benefit and will not share such Data with or disclose it to any Third Party without the prior written consent of You or as otherwise required by law. By way of illustration and not of limitation, RecStaff will not use such Data for RecStaff's own benefit and, in particular, will not engage in "data mining" of Your Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by You

9.2 RecStaff will provide access to Your Data only to those RecStaff employees, contractors and subcontractors who need to access the Data to fulfill RecStaff's obligations under this Agreement. RecStaff will ensure that, prior to being granted access to the Data, RecStaff employees who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

9.3 To assist the You in meeting Your confidentiality and disclosure of information obligations, RecStaff will implement, maintain, and use appropriate and sufficient administrative, technical, and physical security measures to protect the confidentiality and integrity of all electronically maintained or transmitted customer data. RecStaff will protect said data according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

10 LIMITATION OF LIABILITY

10.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL RECSTAFF BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA OR BUSINESS INTERRUPTION. IN ADDITION, RECSTAFF SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES, COSTS, LOSSES OR LIABILITIES IN EXCESS OF THE MONTHLY SERVICE FEE PAID OR PAYABLE BY YOU FOR THE ONE MONTH PRECEDING THE TIME OF ANY CLAIM FOR MONETARY DAMAGES OR ONE HUNDRED (\$100) CAN. DOLLARS. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS TOS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS TOS.

10.2 Some provinces or states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to You. IN THESE PROVINCES AND STATES, RECSTAFF'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

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10.3 Force majeure: Neither RecStaff nor You will be in violation of this agreement if the failure to perform the obligation is due to an event beyond either party's control, such as a significant failure of a part of the power grid, significant failure of the Internet, terrorism, war, riot, insurrection, natural disaster, epidemic, strikes or other organized labour action, or other events of a magnitude or type for which precautions are not generally taken in the industry

11 ASSIGNMENT

RecStaff may assign or transfer this TOS, in whole or in part, without restriction.

12 EXPORT COMPLIANCE

You are responsible for complying with any applicable laws, rules, or regulations governing the export of the Service or any of its components.

13 GOVERNING LAW

This TOS shall be governed by the laws of the Province of British Columbia, and the laws of Canada, as applicable without regard to the principles of conflict of laws. You hereby expressly agree to submit to the exclusive personal jurisdiction of the provincial courts of the Province of British Columbia for the purpose of resolving any dispute relating to Your access to or use of the Service.

14 CONTACT INFORMATION

If you have any questions about this agreement or the Service, please contact RecStaff at support@recstaff.com.

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