

## END USER LICENSE AGREEMENT

YOUR USE OF THE CERTWORK+ ASSESSMENT MANAGEMENT SYSTEM (THE “PROGRAM”) IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE OF THIS END-USER LICENSE AGREEMENT, AS IT MAY BE MODIFIED FROM TIME TO TIME, (“AGREEMENT”). PLEASE READ THIS AGREEMENT CAREFULLY.

Alliance of Manufacturers & Exporters Canada o/a Canadian Manufacturers and Exporters and its directors, officers, employees, agents, and contractors (“CME”, “Us”, “Our” or “We”) operate the Program.

### 1. **License Grant.**

Subject to the restrictions in this Agreement, We hereby grant to you a non-exclusive, non-transferable and non-sublicensable, limited license to install and use the Program. Any attempt to use the Program other than as permitted by this Agreement will terminate this license. Except for the rights explicitly granted in this Agreement, We retain all right, title and interest (including all intellectual property rights) in the Program.

### 2. **Acceptance.**

This Agreement constitutes a legally binding agreement and applies to your use of the Program regardless of the type of device used to access it. You are authorized to use the Program only if you agree to abide by the terms of this Agreement and all applicable laws, rules and regulations. You must indicate your acceptance of this Agreement during the application process. Thereafter, you may create your account, and use the Program in accordance with the terms of this Agreement.

This Agreement, together with all documents, policies and agreements incorporated into this Agreement by reference constitutes the entire agreement between you and CME and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

### 3. **Modification of this Agreement.**

We reserve the right to modify this Agreement at any time and from time to time, and each such modification shall be effective upon posting on the Program. We may choose to send you a notification of any such changes. By using the Program after the revised Agreement has been posted, you signify your acceptance and agreement to be bound by the revised Agreement. You may not change the Agreement in any manner. If you do not agree to be bound by such modified Agreement, you must discontinue use of the Program immediately.

### 4. **Use of the Program.**

While We want you to have the best experience using the Program, you understand and agree that We have no obligation to provide you with any fixes, patches, corrections, updates and/or improvements to the Program, although We may choose to do so from time to time. You agree that the Program may be suspended for general maintenance at any time. You agree that CME shall not be liable to you or any third party for any modification or cessation of the Program. You acknowledge that We have no express or implied obligation to provide, or continue to provide, the Program, or any part thereof, now or in the future.

5. **Accuracy.**

Use of the Program is void where prohibited. By using the Program, you represent and warrant that: (a) all application information you submit to Us is truthful and accurate; (b) you will maintain the accuracy of such information and update Us of any changes; and (c) your use of the Program does not violate any all applicable laws, rules and regulations.

6. **Eligibility.**

Acceptance in the Certwork+ program does not guarantee that you will receive certification. Each application and submissions received will be reviewed by an assessor, who will make decisions relating to evidence required and what, if any, certification will be provided. Use of the self-assessment tool is only an indicator of readiness, and does not guarantee that certification will be provided.

7. **Privacy and Cookies.**

You have read the CME's Privacy Policy, the terms of which appear on [www.certwork.com](http://www.certwork.com) here [www.certwork.com/privacy] (the "**Privacy Policy**") and are incorporated into this Agreement, and you agree that the terms of the Privacy Policy are reasonable. The Privacy Policy may be updated from time to time at Our discretion. Changes will be effective upon posting to CME's website.

By using this Program and accepting this Agreement, you hereby consent to: (i) CME's collection of your Personal Information for the purposes of fulfilling its obligations under this Agreement and the operation of the Program as set out in this Agreement, including without limitation for corresponding with you in connection with your application for certification; (ii) CME's disclosure of your personal information submitted through the Program, its contractors or assessors for the purpose of reviewing and evaluating your application and determining if assessment criteria are met; and (iii) the collection, use, disclosure and storage of your personal information in accordance with Privacy Policy. Where you choose to provide individual names as "Witness Testimony" or "Talk through with a supervisor" sections of the Program, we will contact such individuals to discuss your application.

You can choose not to provide certain information, but then you might not be able to take advantage of many of the features of the Program, or obtain certification.

Your consent to the above may be withdrawn at any time, upon notice to CME at 6725 Airport Road, Suite 200, Mississauga ON, L4V 1V2, or by telephone at 1-905-672-3466 extension 3294 or e-mail at [joanne.heighway@cme-mec.ca](mailto:joanne.heighway@cme-mec.ca). By withdrawing your consent you might not be able to take advantage of many of the features of the Program, or obtain certification.

8. **Accounts.**

You shall access and use the Program by means of a specific account ("**Your Account**"), which includes a username and password. You represent and warrant to Us that all information that you submit when you register for Your Account is accurate, current and complete, and that you will keep Your Account information accurate, current and complete. You acknowledge and agree that We may provide the contractor or assessor assigned to your application with access to Your Account for the purposes of reviewing and evaluating your application. You are solely responsible for the activity that occurs on Your Account, whether authorized by you or not, and you must keep Your Account information secure. You are solely responsible for the confidentiality and use of Your Account. You may not transfer Your Account to any third party. You must notify Us immediately of any breach of security or unauthorized use of Your Account or known or suspected breach of the Program. WE WILL NOT BE LIABLE FOR

ANY LOSS YOU INCUR DUE TO ANY UNAUTHORIZED USE OF YOUR ACCOUNT. YOU, HOWEVER, MAY BE LIABLE FOR ANY LOSS INCURRED BY US OR OTHERS CAUSED BY YOUR ACCOUNT, WHETHER CAUSED BY YOU OR BY AN UNAUTHORIZED PERSON. The above sentence shall survive the termination of this Agreement.

#### 9. **Your Content.**

CME does not claim any ownership rights in the files, documents, reports, results, information, images, photos, video, works, works of authorship, applications, or any other materials that you transmit, submit, or publish on, through or in connection with the Program (“**Your Content**”). After posting Your Content on, through or in connection with the Program, you continue to retain any such rights that you may have in Your Content, subject to the following limited license granted by you in this Agreement. By posting Your Content on, through or in connection with the Program, you hereby grant to CME a limited license to use, display, reproduce, and distribute Your Content solely on, through or in connection with the and for the purposes of assessing your application for certification. CME may distribute Your Content to its assessors, agents, contractors and employees. The license that you grant to Us in this Agreement shall survive the termination of your access to the Program.

You represent and warrant that: (i) you either own Your Content or otherwise have the right to grant the license set forth in this Agreement, and (ii) posting of Your Content on, through or in connection with the Program does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of the use of Your Content submitted by you on or through the Program.

You are responsible for the accuracy and completeness of Your Content and for any errors in and with respect to information, data or other items obtained from the Program where such errors are because of any inaccuracies or incompleteness of Your Content or materials. You acknowledge and agree that CME shall have no liability to you or any other party with respect to any results from your use of the Program. The foregoing sentence shall survive the termination or expiration of this Agreement.

All information provided through the Program will be stored on an Amazon Cloud Drive and is subject to their Terms of Use.

#### 10. **CME Content.**

The Program, its design, all text, graphics, content, video, audio and the selection and arrangement of are the property of CME, and/or its various subsidiaries, affiliates, third party providers, funders, agents, and distributors (“**Third Parties**”), and are protected under the copyright laws of Canada and other countries. None of the content found on the Program may be reproduced, republished, distributed, displayed, sold, transferred, or modified without the express written permission of the CME or the applicable Third Parties.

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**11. Storage Limits.**

CME reserves the right to limit the storage capacity of Content that you post on, through or in connection with the Program. Your Content will remain available on the Program for a period of 30 days, after which it will be permanently deleted. It is your responsibility to maintain copies of all submissions made through the Program.

**12. Prohibited Activity.**

You shall not use the Program in any fashion except as expressly permitted by this Agreement. Without limiting the generality of the foregoing, You shall not, and will not permit any Person to, directly or indirectly, do any of the following acts: (i) create any link to the Program or frame or mirror any Content contained or accessible from the Program; (ii) wilfully tamper with the security of any portion of the Program; (iii) knowingly access data on or available through the Program not intended for you; (iv) attempt to probe, scan or test the vulnerability of any portion of the Program or to breach the security or authentication measures without proper authorization; (v) provide or use “tracking” or monitoring functionality in connection with the Program, including, without limitation, to identify any other Person’s actions or other activities on the Program; (vi) impersonate or attempt to impersonate CME or Our employees, assessors or contractors (including, without limitation, the use of e-mail addresses associated with any of the foregoing); (vii) use the account, username, or password of another user of the Program at any time; or (viii) violate any applicable laws.

**13. Third Party Websites and Links.**

The Program may contain links to or the content of/from third party websites (collectively, “**Third Party Websites**”). Third Party Websites are not owned or controlled by CME, therefore CME has no control over any domain name, products, Program, materials or other information in or available through Third Party Websites. We assume no responsibility for any Third Party Websites including, but not limited to, any content within, on, or available at a Third Party Website. You agree that you assume all risk when accessing any Third Party Websites, and release CME from any and all liability resulting from the access and/or use of Third Party Websites.

**14. LIABILITY DISCLAIMERS. – PLEASE READ CAREFULLY**

CME cannot warrant that the Program will function with every combination of hardware platform, software environment, and software configuration. You acknowledge that software bugs may be identified when the Program are used in your particular application. You therefore accept the responsibility of satisfying yourself that the Program is suitable for your intended use. THE PROGRAM IS PROVIDED ON AN "AS IS" AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND. CME DOES NOT WARRANT THAT THE PROGRAM WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR THAT THE PROGRAM WILL BE ERROR-FREE. CME HEREBY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS, FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS BORNE BY YOU.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ANY RESPONSIBILITY FOR THE DELETION, THE FAILURE TO STORE, THE MISDELIVERY, OR THE UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL INCLUDING, WITHOUT LIMITATION, ANY OF YOUR CONTENT. WE DISCLAIM ANY RESPONSIBILITY FOR ANY HARM RESULTING FROM ACCESSING ANY CME CONTENT THROUGH CME AND/OR THE PROGRAM. BY USING THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT TECHNICAL PROCESSING AND TRANSMISSION OF INFORMATION USING THE PROGRAM MAY INVOLVE TRANSMISSIONS OVER VARIOUS NETWORKS AND CHANGES TO CONFORM AND ADAPT TO TECHNICAL REQUIREMENTS OF CONNECTING NETWORKS OR DEVICES. CME IS, AND SHALL, NOT BE RESPONSIBLE OR LIABLE FOR ANY: (A) INCORRECT OR INACCURATE TRANSCRIPTION OF INFORMATION; (B) HUMAN ERROR; (C) INTERRUPTION, DELETION, OMISSION, DEFECT, OR LINE FAILURE OF ANY TELEPHONE NETWORK OR ELECTRONIC TRANSMISSION; (D) PROBLEMS RELATING TO YOUR DEVICE OR ANY OTHER COMPUTER EQUIPMENT, SOFTWARE, INABILITY TO ACCESS THE SOFTWARE OR THE PROGRAM; OR (E) OTHER TECHNICAL OR NON-TECHNICAL ERROR OR MALFUNCTION.

CME assumes no responsibility, and will not be liable for, any damages to, or any viruses affecting your computer equipment or other property on account of your access to, use of, the Program or your downloading of any materials, data, text, images, video or audio from or through the Program.

**15. LIMITATION OF LIABILITY.**

YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL CME OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ASSESSORS, CONTRACTORS, FUNDERS, OR SUBSIDIARIES (THE "CME PARTIES") BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, OR FOR LOST PROFITS, LOST REVENUES, LOST EMPLOYMENT OPPORTUNITIES, OR FAILURE TO REALIZE EXPECTED SAVINGS, EVEN IF THE CME PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY OR ANY OTHER DAMAGES, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD HAS BEEN DISCLOSED TO THE CME PARTIES, ARISING OUT OF OR RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE PROGRAM; (ii) ANY LOSS OF OPPORTUNITY FOR THE PROGRAM NOT WORKING OR THE CERTIFICATION NOT OBTAINED; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT; (iv) CONTENT, STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE PROGRAM; OR (v) ANY OTHER MATTER RELATING TO THE PROGRAM OR THIS AGREEMENT. IN ADDITION, IN NO EVENT WILL CME PARTIES' CUMULATIVE OR AGGREGATE LIABILITY TO YOU FOR DIRECT DAMAGES OF ANY KIND OR NATURE EXCEED AN AMOUNT EQUAL TO THIRTY DOLLARS (CDN \$30.00).

**16. Term and Termination.**

This Agreement shall remain in full force and effect throughout your use the Program. CME may terminate Your Account at any time, for any or no reason, with or without prior notice or explanation, and without liability. Furthermore, CME reserves the right, in its sole discretion, to deny, restrict, suspend, or terminate Your Account or access to all or any part of the Program at any time, for any or no reason, with or without prior notice or explanation, and without liability.

**17. Indemnification.**

You agree to indemnify and hold harmless the CME Parties from and against any and all loss, liability, damage, cost, expense, charge, fine, penalty or assessment arising out of or asserted in connection with any claim, demand, action, cause of action, suit, arbitration, investigation, proceeding, complaint, settlement or compromise (a "Claim") and all interest, punitive damages, fines, penalties related to: (i) your use of the Program; (ii) your breach of this Agreement; (iii) any of Your Content submitted through, or in connection with, the Program; (iv) your violation of the rights of any other party; and/or (v) any Claims by third parties alleging any of the foregoing.

**18. Submission of Feedback/Suggestions.**

If you provide CME with feedback by email or otherwise, you grant CME a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, delete, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display that feedback throughout the world in any media, now known or later developed, for any purpose whatsoever, commercial or otherwise, without providing compensation to you or any other person, without any liability whatsoever, and free from any obligation of confidence, and you waive any and all moral rights in that feedback. You also grant CME the right to use the name you submit with your feedback, if any, in connection with CME's rights set out in this section.

**19. General Contract Provisions.**

This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable in that Province without regards to conflict of laws principles. The parties hereby expressly and irrevocably attorn to the exclusive jurisdiction of the courts in the Province of Ontario.

This Agreement, and any rights or licenses granted or waived in this Agreement, may not be transferred or assigned by you, but may be assigned by CME without restriction. In the event that any provision is determined to be unenforceable or invalid, that provision will nonetheless be enforced to the fullest extent permitted by applicable law, and that determination will not affect the validity and enforceability of any other remaining provisions of this Agreement. The failure of CME to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The headings used in this Agreement are included for convenience only and will not limit or otherwise affect this Agreement. You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without Our prior written consent (not to be unreasonably withheld).

I Accept

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