

OWL INSIGHT HUMAN RESOURCES/ WAY WE DO(WWD) CANADA SUBSCRIPTION AGREEMENT

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR ACCESS TO AND/OR USE OF "Way We Do (WWD)" carefully.

1. SCOPE OF AGREEMENT

Unless otherwise indicated, this Subscription Agreement ("Agreement") applies to (i) your use of any live monthly webinar services ("Webinars") and/or pre-recorded webinar services offered by the service provider identified during sign-up ("Service Provider") and (ii) your use of and/or access to the Way We Do (WWD) website and/or other support websites (collectively, "Website") and your use of and/or access to current or future the Way We Do (WWD) mobile applications ("Apps") both of which are owned or operated by Owl Insight Human Resources, or its affiliates (collectively, "OIHR" and together with the Service Provider, "Way We Do (WWD)," "we," "us," or "our"), including any portions thereof available only to subscribers. Communications concerning your subscription should be sent to Owl Insight Human Resources, PO Box 83 MacTier, ON Canada P0C 1H0, 519-328-0194. This Agreement is specifically directed to residents of Canada. This contract is effective on the date on which it is accepted by you.

In addition to the applicable terms set forth herein, access to any Workshops shall be subject to additional terms and conditions which may be made available to you by the Service Provider. Your use of the Website or the Apps will also be subject to your agreement to terms and conditions provided on the Website (the "[Website Terms and Conditions](#)").

2. BINDING AGREEMENT

We reserve the right, in our sole discretion, to change, add or remove provisions of this Agreement at any time. You should check this Agreement periodically for changes – you may find it through the "Subscription Agreement" link at the bottom of each page on our Website. By using the Website, the Apps or attending Webinars, including after any changes are posted to this Agreement or you are otherwise notified of such changes, you agree to this Agreement and accept those changes, whether or not you have reviewed them. If you do not agree to this Agreement, you should not use or access the Webinars, the Apps or Website and you should cancel your subscription. Your rights of cancellation are set forth in section 5 of this agreement.

3. YOUR SUBSCRIPTION

Unless otherwise specified, we grant you a non-exclusive, non-transferable, limited right to access, use and display the Website, the Apps and the material provided thereon and, in your Webinars, for your business, non-commercial use, provided that you comply fully with the provisions of this Agreement. You agree not to assign, transfer or sublicense your rights as a subscriber. You agree to be financially responsible for your subscription.

This Agreement shall remain in full force and effect during the Subscription Period and for any additional period that you may access the Services, or any content acquired through the Services. The initial subscription period of 12 months (the "Initial Term"). Following the Initial Term, your subscription will automatically renew month-to-month (the "Additional Term") (the Initial Term and Additional Term, the "Subscription Period"). our subscription will renew automatically until it is cancelled in accordance with this Section.

If you do not comply with this Agreement at any time, we reserve the right to cancel or terminate your use of and access to Webinars and/or the Website and Apps (or any parts thereof) without prior notice. In our sole discretion and without prior notice or liability, we may discontinue or modify any aspect of Webinars, the Apps or the Website, including, but not limited to, (i) restricting the time the Webinars, the Apps and/or the Website are available, (ii) restricting the amount of use and/or access permitted, and (iii) restricting or terminating anyone's right to use and/or access Webinars, the Apps and/or the Website.

Further, you agree that we shall not be liable to you or any third party for any termination or cancellation of your access to or use of the Webinars, the Apps and/or the Website, except for a refund of any prepaid fees or charges in accordance with Section 7 of this Agreement.

4. CHARGES AND FEES

As a Way We Do (WWD) subscriber, you are charged by your Service Provider a monthly (or other periodic) fee and initial fixed or registration fee, if applicable at the time, as set forth on the Website or in the Apps. You agree to pay, using a valid credit card (or other form of payment which we may accept from time to time), such fees, applicable taxes, and other charges and fees incurred in order to use or access the subscription services. We reserve the right to increase fees, or to institute new fees at any time, upon advance notice communicated to you through a posting on the Website or such other means as we may deem appropriate (including email or conventional mail).

After your payment for your initial billing period, we will automatically charge your credit card (or other account, if applicable) at the start of each renewal period, unless you have cancelled your subscription before you are charged for the relevant renewal period. Except in the case of a recurring billing long term commitment plan, the renewal charge will be the same as the prior period's charge, unless we notify you at the time of

sign-up or prior to the beginning of the renewal period as described above, or if you were previously signed up for a recurring billing long term commitment plan or you were eligible for a discount rate for which you are no longer eligible or a savings plan -- in which case your subscription will automatically be renewed at our standard subscription rates and for our standard period (usually monthly). If you wish to purchase another available savings plan, you must notify us before you are charged for the next subscription period.

Each time you attend Webinars or log onto the Website or the Apps you reaffirm your agreement that we may charge your credit card (or other form of payment, if applicable). In the event we cannot charge your account, we reserve the right to terminate your subscription.

You agree to provide us with true, accurate and complete information as required by the sign-up process ("Subscription Data"), including your legal business name, primary contact name, address, telephone number, email address and applicable billing information (e.g., credit card number and expiration date), and to allow us to share your Subscription Data with third parties for the purpose of verifying the information you provide and billing your credit card or otherwise charging your account. You agree to maintain and promptly update the Subscription Data and any other information you provide to us. Without limiting any other provision of this Agreement, if you provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate your subscription, and if applicable, your user account, and refuse any and all current or future use and/or access by you of the Webinars, the Apps or the Website (or any portions thereof).

You are responsible for all charges and fees associated with signing up for and connecting to the Website. If a payment is returned for any reason whatsoever, the subscriber agrees to pay \$50.00 as liquidated damages and not as a penalty.

Certain portions, components, content and features of this Website are only available to paying subscribers. You are entirely responsible for maintaining the confidentiality of your password and user account information and for all activities which occur under your account. You must notify us immediately in the event of any known or suspected unauthorized use of your user account or breach of security. In the event of a breach of security by you, you will remain liable for any unauthorized use of your subscription until you notify Customer Service of such breach of security.

5. PRIVACY AND SECURITY

We are committed to protecting your privacy and security. For more information, you should review the Privacy Policy, which is incorporated into this Agreement by this reference.

6. WEBSITE LINKS

These Terms apply to this Website, and not to the websites of any other person or entity. We may provide, or third parties may provide, links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse (and are not responsible or liable for) any Content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any Content, advertisements, products or other resources available on any other website (regardless of whether we directly or indirectly link to such Content, advertisements, products or other resources). You should direct any concerns with respect to any other website to that website's administrator or webmaster.

7. OWNERSHIP

As a Way We Do (WWD) subscriber you acknowledge that the Service Provider solely and exclusively owns all right, title and interest, including any and all copyright, patent, trademark, trade secret and other Intellectual Property Rights, in and to the Software (and all related materials) and all improvements or modifications made to the Software, whether by the Service Provider/Licensors, Subscriber/Licensee, RSO or any other person. Subscriber/Licensee agrees to take any and all actions necessary, and require any RSO to do same, at Service Provider/Licensors' reasonable expense, to transfer such rights to Service Provider/Licensors, as directed by Service Provider/Licensors. No title or ownership of the Software or any portion thereof is transferred to Subscriber/Licensee or any RSO hereunder. Subscriber/Licensee agrees to notify Service Provider/Licensors immediately of the unauthorized access or use of the Software. Subscriber/Licensee will promptly furnish full details of such unauthorized access or use to Service Provider/Licensors, will assist in preventing the recurrence of such access or use, and will cooperate, at Licensee's expense, with Service Provider/Licensors to protect Service Provider/Licensors' proprietary rights, including all Intellectual Property Rights. Subscriber/Licensee's compliance with this provision shall not be construed as a waiver of any right of Service Provider/Licensors to recover damages from, or obtain relief against, Subscriber/Licensee, an RSO or any other person.

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Service Provider/Licensors shall host the Software (using a third-party service provider engaged by the Service Provider/Licensors) and make the Software available on a remote basis to the Subscriber/Licensee and other users authorized hereunder. The monthly fee includes all Software updates and patches made generally available to Service Provider/Licensors, client data storage, and remote technical support during Service Provider/Licensors' regular business hours. Client Data may be located and stored by Subscriber/Licensee (or the third-party service provider(s) engaged by Service Provider/Licensors) in Canada, the United States or other jurisdiction, as determined by Service Provider/Licensors from time to time in its discretion.

9. CLIENT DATA

"Client Data" means data concerning individual users of the services of Subscriber/Licensee and each RSO. Service Provider/Licensors acknowledge that Client Data entered into the Software by End Users of Subscriber/Licensee or an RSO, and stored and maintained within the Software, is the property of the Subscriber/Licensee or RSO, as applicable. Client Data includes Personal Information. To the extent reasonably necessary to provide the Software and related services, Subscriber/Licensee hereby grants to Service Provider/Licensors a non-exclusive and royalty-free license to access, store, copy, process, reproduce, transfer and otherwise use Client Data. For certainty, the making available of Client Data through the Software to Subscriber/Licensee, RSOs and their respective End Users, and others to the extent contemplated under this Agreement (including Service Providers/Licensors' subcontractors), is hereby authorized by Subscriber/Licensee. Service Provider/Licensors shall have no liability or responsibility to Subscriber/Licensee, or RSOs or any other third party, on account of making or facilitating the availability of, through the operation of the Software, any Client Data as and to the extent contemplated hereunder.

10. RESEARCH

Subscriber/Licensee acknowledges that the Service Provider/Licensors maintains a right to conduct research and corresponding statistical analysis based upon the Client Data input within the Software. This research will be used only for industry-based reporting and advancement and will be used in aggregate form only, and subject to the confidentiality terms of this Agreement. The intention for this research and analysis is solely based upon the Service Provider/Licensors' vision and mission to better create products and services that advocate for safe and healthy working environments.

11. CANCELLATION OF SUBSCRIPTION

You may cancel this contract at any time by giving thirty (30) days written notice of cancellation to us, except as otherwise required by law.

You can cancel your subscription by contacting Customer Service at WWD@Lisaisaachr.com or as otherwise set forth in the Way We Do (WWD) Cancellation Policy, which can be found at www.owlinsighthr.ca or in your Way We Do (WWD) Account. We will attempt to process all cancellation requests promptly, provided that you send your request via the acceptable methods.

In order to stop or change subscription payments, notice needs to be delivered 15 days prior to the date of your next scheduled subscription payment.

12. REFUNDS

Our fees, including the full monthly fee for any month (or portion thereof) elapsed (regardless of whether you attended Webinars or logged onto the Website or Apps during that month), are non-refundable except as set forth below:

(1) If you subscribe to a prepaid savings plan and you decide to cancel during the period for which you have prepaid, we will refund you the difference (if any) if the amount you paid is greater than the amount you would have paid for the months elapsed if you were subject to our standard pricing in effect during such time and not subject to a savings plan.

(2) If we terminate your subscription (as opposed to you canceling your subscription), other than due to your violation of this Agreement, prior to the end of a period for which you have incurred a charge, with the exception of any fixed upfront fee, we will refund any unused portion of such period on a pro rata basis.

13. DISCLAIMER OF WARRANTY:

PLEASE NOTE THAT NO ADVICE OR INFORMATION OBTAINED BY YOU FROM WW PERSONNEL SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

14. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR RESULTING FROM (A) ACCESS TO, OR THE INABILITY TO ACCESS, WEBINARS; (B) THE USE OF ANY DIGITAL OR PRINTED MATERIAL; OR (C) UNAUTHORIZED ACCESS TO, USE OF OR ALTERATION OF YOUR DATA.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO,

NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU FOR YOUR SUBSCRIPTION. IF YOU ARE DISSATISFIED WITH ANY PORTION OF YOUR SUBSCRIPTION, ANY PROVISION OF THIS AGREEMENT, OR ANY PRACTICE OR POLICY OF OURS (INCLUDING WITHOUT LIMITATION ANY CHANGE IN CONTENT, OR IN THE AMOUNT OR TYPE OF FEES ASSOCIATED WITH THE SUBSCRIPTION), YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF YOUR SUBSCRIPTION. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

15. INDEMNIFICATION

You agree to indemnify, hold harmless and, at our option, defend us and our officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorney's fees and expenses) arising from your improper use of any Way We Do (WWD) products or services (including, without limitation, Monthly Subscriptions), your violation of this Agreement, or the infringement or use by you or any other user of your account, of any intellectual property or other right of any person or entity.

16. GOVERNING LAW AND CHOICE OF FORUM

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, without giving effect to any principles of conflicts of law.