

WHOPLUSYOU – Powering the Magnet™ Network

User Agreement for Organizations

Thank you for signing up to create an Organization Account on the Magnet Platform (magnet.whoplusyou.com). The Magnet Platform is a targeted opportunity and communications matching technology that enables you to post jobs, search for individuals who have the qualifications you are looking for, and receive targeted messages and learning materials based on your needs, interests and preferences. The Magnet Platform connects and informs businesses, other organizations and job seekers, and the community organizations, schools, businesses and governments that serve them. Our goal is to help you make the most valuable marketplace connections and provide you with timely, valuable information.

In this Agreement, “we” “us” and “our” means WhoPlusYou Inc. which provides the Magnet Platform, the technology that powers the Magnet Network. Magnet is a social initiative of Ryerson University that is committed to advancing careers, businesses and communities.

1. “Organizations” and Account Types

You are creating an account as an “Organizations” on the Magnet Platform. An “Organization” is a business, a not-for-profit organization, or a government or public sector organization, whether incorporated or not. In this Agreement, “you” means the Organization, and “Organization Users” means your individual representatives who create or use your account on the Magnet Platform on your behalf.

You may be creating a basic account as an Employer, or you may have an account with additional functionality as a Recruiter or an Exporter. “Employer” means organizations that that use the Magnet Platform to connect or communicate with individuals for employment purposes, but does not includes Recruiters, Job Boards or similar businesses. “Recruiter” means a professional recruiter or staffing agency, but does not include Job Boards or similar businesses. “Exporter” means a business that uses the Magnet Platform to receive targeted information about export support programs and services, and may use the basic Employer functionality. You must not create an Organization Account on the Magnet Platform if you are, or represent, a Job Board or similar business.

2. Binding Legal Agreement, Eligibility to Create an Account

You are entering into this binding legal Agreement by clicking the “Sign Up” button under the words “By signing up I agree to the WhoPlusYou User Agreement for Organizations and [Privacy Policy](#)”. By doing so, you are asserting that you have read and fully understand this Agreement and agree to be bound by it, and you are representing and warranting to us that you have the legal capacity to enter into this Agreement; and you are not prohibited from using the Magnet Platform by law in the jurisdiction where you are resident.

3. Privacy Policy

We are committed to respecting individual users’ privacy; we will use Organization Users’ information as stated in our [Privacy Policy](#).

4. Changes to this Agreement and Privacy Policy

We may change this Agreement and our [Privacy Policy](#) from time to time by posting amended versions of this Agreement and the [Privacy Policy](#) on the Magnet Platform. The changes will take effect immediately when we post them. It is your responsibility to review updates. If the changes are not acceptable to you, you may deactivate your account as described in paragraph 14. If you continue to use the Magnet Platform after updates are published by us, you must be deemed to be agreeing to the changes.

5. Rules and Cautions

You must comply with the following rules when you use the Magnet Platform:

- a. If you select the “Employer” account type when creating your account, you may use this account for posting jobs (searches) for positions in your organization. Organizations that create accounts as Exporters may also post jobs as Employers.
- b. If you select the “Recruiter” account type when creating your account, you may use this account for posting jobs for positions in your organization and those of your clients.
- c. All information that you provide must be truthful. You must not make any misrepresentation in information you provide, either directly or by omission.
- d. You must not impersonate any person or entity or misrepresent your affiliation with any person or entity.
- e. Use caution and common sense when using the Magnet Platform, when deciding to connect with others, what to share, and when reviewing and acting on information that other Magnet Platform users send you.
- f. Be aware that other users of the Magnet Platform must not be who they say they are, may provide false information or may be seeking to connect with you or to obtain information for unauthorized, dangerous or fraudulent purposes.
- g. You must respect the privacy and personal rights of other users.
- h. You must not use the Magnet Platform to market or sell any products or services. You must not use the Magnet Platform for any solicitations, advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or multi-level marketing schemes.
- i. You must not post job opportunities or searches, or communicate or connect with other Magnet Platform users, in respect of enterprises or jobs that: are “adult-oriented” (for example, escorts, massage parlors, prostitution, internet models, “cuddling” or the like); are business opportunities where any investment is required from the individual; are arrangements which require any upfront or periodic payments from participants, which pay commission only or require recruitment of other members, sub-agents or sub-distributors; involve illegal activities; are for “mystery shoppers”; are paid primarily with non-cash or deferred compensation; or are for opportunities which do not comply in all respects with all applicable employment and labor laws.
- j. You must not post job opportunities, or communicate or connect with other Magnet Platform users, in respect of jobs that are unpaid, except for (i) bona fide volunteer positions in not-for-profit organizations, and (ii) bona fide internship positions or assignments which (x) support the career objectives and align with the educational background of candidates and (y) are authorized or organized by an educational institution in which the intern is enrolled; in which cases, you must specify that the

- opportunity is an unpaid volunteer or internship position or assignment, as the case may be, in your job posting and communications about the opportunity.
- k. In your communications through the Magnet Platform, you must comply with relevant laws pertaining to electronic communications.
 - l. You must own and have the right to use all content that you provide through the Magnet Platform. You must not share any content through the Magnet Platform that you do not have the right to share. You must not use the Magnet Platform to deal with content in a way that violates any laws.
 - m. You must not collect information or content of other users, or otherwise access the Magnet Platform, using automated means (such as spiders, scrapers, crawlers or bots).
 - n. You must not use any information or content that you obtain from others through the Magnet Platform in a manner that contravenes their privacy, intellectual property, confidentiality or other rights. You must use such information or content only for the purposes for which it was provided to you.
 - o. Information, content and/or communications that are defamatory, obscene, pornographic, racist, harassing, hateful, threatening, abusive or illegal are forbidden.
 - p. You must not use the Magnet Platform to do anything unlawful, misleading, malicious or discriminatory.
 - q. You must not use the Magnet Platform to propagate viruses, malware or other harmful or disruptive codes.
 - r. You must not breach or attempt to breach or violate security measures taken to protect the integrity of the Magnet Platform.
 - s. The contents of the Magnet Platform are protected by copyright and other intellectual property laws. Other than downloading from the Magnet Platform for your own use, you must not copy, reproduce, distribute, publish, transmit, sell, modify, create derivative works or in any way exploit any of the content you access through the Magnet Platform, other than content which has been provided by you and which you have the right to make use of in such manner under applicable intellectual property laws

If you do not comply with these rules, we may suspend or deactivate your account.

If you become aware of another user who you believe is contravening the rules or abusing the Magnet Platform, please tell us at report@whoplusyou.com.

6. Your Obligations

You must use the Magnet Platform only for lawful purposes, in a manner consistent with all laws that apply to you and with the Rules and Cautions in paragraph 5 of this Agreement.

You must use the Magnet Platform only for the lawful, stated purposes of the Magnet Platform and in accordance with the rules, terms and conditions of the particular services which you have signed up for and any usage instructions on the Magnet Platform.

Organization Users associated with your account must keep their usernames and passwords confidential, and not allow anyone else to use your account to access the Magnet Platform. You are responsible for all activity conducted from your account. You must notify us by email to report@whoplusyou.com if you suspect that the confidentiality of your account has been compromised.

You are responsible for the accuracy and authenticity of all information that you provide to us.

You assume the risk of dealing with other Magnet Platform users with whom you connect through the Magnet Platform.

You must indemnify us and our officers, directors, employees and agents, for losses suffered by us or claimed by third parties against us that are caused by breach of your obligations under this Agreement or of any applicable laws in your use of the Magnet Platform.

“Losses” includes all damages, liabilities, expenses, costs and legal fees. We have the right to assume the exclusive defense and control of any claim for which you are required to indemnify us, and you are required to fully cooperate with us in our defense of any such claim.

7. Our Services

So long as you comply with your obligations under this Agreement, then you may use the Magnet Platform through a generally available web browser to access the services we offer for your account type. However, we reserve the right to decline or remove any or all of your job postings at our sole discretion.

We may make changes to the services we offer and we may terminate any or all of them at any time, or the Magnet Platform as a whole, without any notice to you and without any compensation to you.

We do not guarantee that the Magnet Platform will function without disruptions, delays or errors. We have no responsibility to you for any damages you may suffer as a result of any such disruptions, delays or errors.

We may temporarily suspend or limit your use of the Magnet Platform so that we can perform maintenance and implement service upgrades. Where possible we will give advance notice of when we intend to suspend or limit use for maintenance and upgrades. You must not be entitled to any damages or compensation for suspension or limitation of service.

We may limit the amount of content that you may maintain on the Magnet Platform for your presentations. We may limit the number, type and size of communications you may send or initiate from the Magnet Platform and/or the number of job postings that you may initiate or maintain, at our sole discretion.

8. No Monitoring of Content or Activity

We do not monitor or take responsibility for verifying the identity of any user of the Magnet Platform.

We do not monitor or take responsibility for verifying the authenticity, reliability or validity of information or content included in user profiles, job postings or searches, or the authenticity, reliability or validity of any information, content or communication that you

receive from other users of the Magnet Platform. Information, content and communications are solely the responsibility of the user who provides them.

We have no involvement in any user's decision to become connected with another user of the Magnet Platform, or in any subsequent interactions between them. We have no responsibility for any consequences of or following from any user decision, communication or other interaction.

We may choose to investigate if we suspect that a user may be violating our rules, but we have no obligation to do so. If we find any information, content or communication that violates our rules, we may remove it, but we have no obligation to do so. We reserve the right to monitor any information or content provided by you and communications sent by you to other users.

9. Restrictions on Your Use of the Magnet Platform

You must not access or use the Magnet Platform to make competitive assessments of it, to gather information about its operation or about our business, to reverse engineer any functionality, to monitor the Magnet Platform's performance or activity, to provide information to any of our competitors or for any other benchmarking or competitive purposes. You must not disclose any of the contents of our site, other than your own information, to any of our competitors. You must not copy any features or aspects of the Magnet Platform for use in any business, and you must not access or use the Magnet Platform to engage in any derivative commercial activities other than the normal activities of Recruiters.

10. Disclaimer of Warranties, Limitation of Liability and Release

THE MAGNET PLATFORM AND ALL INFORMATION, CONTENT AND COMMUNICATIONS YOU RECEIVE FROM USING IT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND AND AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, CLAIMS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE MAGNET PLATFORM, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, PERFORMANCE AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES ABOUT THE AUTHENTICITY, RELIABILITY, VALIDITY, ACCURACY, OR COMPLETENESS OF THE MAGNET PLATFORM OR ANY USER, OPPORTUNITY, INFORMATION, CONTENT OR COMMUNICATION YOU MAY COME INTO CONTACT WITH OR RECEIVE THROUGH USE OF THE MAGNET PLATFORM.

WE DO NOT WARRANT THAT THE MAGNET PLATFORM WILL ALWAYS BE AVAILABLE, UNINTERRUPTED, SECURE, TIMELY OR OPERATE ERROR-FREE OR THAT THE MAGNET PLATFORM, THE CONTENT ON IT AND THE SERVERS WE USE TO HOST IT ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE MAGNET PLATFORM RESULTS IN THE NEED FOR YOU TO SERVICE, REPLACE OR RESTORE EQUIPMENT OR DATA, WE WILL NOT BE RESPONSIBLE FOR ANY COSTS YOU INCUR IN DOING SO.

WE WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, DAMAGES

RESULTING FROM LOSS OR CORRUPTION OF DATA OR BUSINESS INTERRUPTION, OR LOSS OF PROFITS) RESULTING FROM YOUR USE OR INABILITY TO USE THE MAGNET PLATFORM, OR RESULTING FROM THE ACTIONS OF OTHER USERS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. UNDER NO CIRCUMSTANCES WILL OUR AGGREGATE LIABILITY, IN ANY FORM OF ACTION IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE MAGNET PLATFORM OR WEBSITE, EXCEED THE GREATER OF THE AMOUNT PAID BY YOU TO US IN THE TWELVE MONTHS PRECEDING THE DATE OF THE LOSS, AND \$100.

11. Your Feedback and Ideas

We welcome your feedback on the Magnet Platform; however, we will not compensate you for any ideas that you submit to us for changes or improvements to it, and you grant us a perpetual, unrestricted, royalty free license to use any ideas that you submit to us, in whole or in part, in any way we choose. For clarity, this includes any ideas submitted to us by anyone using the Magnet Platform through your account.

12. Website Links

If you wish to post a link from another website to the Magnet Platform, the link must be to our home page (<https://magnet.whoplusyou.com>) or a link provided to you by the Magnet Platform. You must not provide a link to any other page within the Magnet Platform.

The Magnet Platform may contain links to websites of third parties. We provide these links for information only, as a convenience to you. The inclusion of any link does not mean that we endorse or accept any responsibility for the content of or any interactions you may have on the third party website, and we make no representation or warranty regarding, and have no responsibility for, anything you see, do, use or purchase on or from a third party website. We are not responsible in any way for third-party products or services that may be linked to our service (including without limitation for the availability or content of those services, or for any products used or purchased), nor for any products or services that may be advertised by third parties on the Magnet Platform.

13. Our Use of Your Content

You are solely responsible for all content that you enter into the Magnet Platform (for example, a job posting or a presentation). You (or your licensors) retain all patent, trademark and copyright to your content and we do not claim any ownership of your content. By submitting your content to the Magnet Platform, you grant to us (and represent and warrant that you have the right to grant to us) an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, transferable, sub-licensable right and license to use, copy, perform, display, distribute and publish your content through the Magnet Platform and, in the case of job postings, to prepare derivative works and/or incorporate your content into other works. You acknowledge that as part of this right and license we may calculate and publish analysis and statistics based on user content (including your content) as well as particulars of the user content to the extent that such publication does not contravene our Privacy Policy. We reserve the right to refuse to accept, post, display or transmit any user content in our sole discretion.

14. Account Deactivation

If you do not comply with this Agreement, or if you create risk or potential legal exposure for us by your use of the Magnet Platform, we may suspend or deactivate your account. If we do so, we will notify you by email or at the next time you attempt to gain access to your account. If your account has been suspended or deactivated by us, you must not create another account without our express written consent. You may deactivate your account at any time by sending a request to support@whoplusyou.com.

We reserve the right to deactivate your account if it has been inactive for 24 months or more without providing any notice to you.

15. Severability

The invalidity of any portion of this Agreement will not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the remaining provisions will be deemed to be in full force and effect as if they had been agreed by you and us without the inclusion of the invalid provision.

16. No Waiver

Any failure or delay on our part to insist upon the performance of any of the terms of this Agreement or to exercise a right or remedy provided by this Agreement or by law will not constitute a waiver of our rights. If we waive a breach of this Agreement by you, this will not operate as a waiver of a subsequent breach.

17. Assignment

Your rights and obligations under this Agreement must not be assigned or transferred to any other person, firm, corporation or entity without our prior express written consent. We may assign this Agreement or any of our rights or obligations under this Agreement to any third party without any notice to you.

18. Governing Law and Jurisdiction; No Jury Trial; Interpretation

This Agreement will be governed by the laws of Ontario and the laws of Canada applicable in Ontario. The courts of Ontario will have exclusive jurisdiction in any action or litigation that may be brought by you against us or by us against you related to or arising out of this Agreement, without regard to choice or conflicts of law principles.

You hereby waive any right to jury trial in connection with any action or litigation that is related to or in any way arises from this Agreement.

The headings of this Agreement are for convenience of reference only, are not part of this Agreement and do not affect its interpretation.

19. Electronic Communications

You agree to the use of electronic communications for entering into this Agreement with us, for creating other records and for us to deliver notices and other communications to you.

We may contact you by email or otherwise for administrative and transactional purposes and to promote our services. You may opt out of receiving future general promotional emails from us by using the link provided in the promotional emails that we send to you. You must not opt out of administrative or transaction-related emails, which are not promotional in nature.

20. Entire Agreement

This Agreement constitutes the entire agreement between you and us regarding your use of the Magnet Platform and replaces all prior agreements between you and us regarding your use of the Magnet Platform.

21. Revision Date

This Agreement replaces the User Agreement for Employers and Recruiters, effective November 3, 2017.