

WHOPLUSYOU Agreement for Individuals

Thank you for registering for an account to use the WhoPlusYou™ System, a targeted opportunity matching and connections system that introduces you to jobs, new opportunities and people based on your needs, interests and preferences. Our goal is to help you make the most valuable marketplace connections.

You are registering under the “Individual” section of the WhoPlusYou website. This portion of the website is only for individuals, acting in their individual capacity, to be matched and connected to career and work opportunities and professional relationships. If you wish to use the WhoPlusYou System on behalf of an employer or recruiter, please register under the “Employers” section of the website.

You may not register to use the WhoPlusYou System if you are under the age of sixteen; if you do not have legal capacity to enter into this Agreement; if you already have an account with WhoPlusYou; or if your use of our System is contrary to law in the jurisdiction where you are a resident.

1. Binding Legal Agreement

You are entering into this binding legal Agreement, by checking “I agree to the WhoPlusYou User Agreement and Privacy Policy” in the course of creating an account, and by doing so you are asserting that you have read and fully understand the terms and conditions of this Agreement. Your Agreement is with WhoPlusYou Inc. and in this Agreement, “we”, “us” and “our” refers to WhoPlusYou Inc. and its subsidiary and affiliated companies.

2. Eligibility to become a WhoPlusYou System User

By registering as an individual user of the WhoPlusYou System, you represent and warrant to us that you:

- a. are an individual, and are not using your account on behalf of a corporation, partnership, any other entity or group of persons or any other individual;
- b. are sixteen years of age or older;
- c. have the legal capacity to enter into this Agreement;
- d. are not prohibited from using our System by law in the jurisdiction where you are a resident;
- e. do not already have an account with WhoPlusYou.

3. Privacy Policy

We are committed to respecting your privacy; we will use your information in accordance with your choices and as stated in our Privacy Policy which you can find by clicking on the “Privacy Policy” link.

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 WhoPlusYou.com website; 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, it is your responsibility to terminate your account. If you continue to use the WhoPlusYou System after updates are published by us, you will be deemed to be agreeing to the changes.

5. Rules and Cautions for Individual Users

You must comply with the following rules when you use the WhoPlusYou System:

- a. All information that you provide must be truthful and must be about yourself. You must not make any misrepresentation in information you provide, either directly or by omission. All content that you put on the WhoPlusYou website as your work must be your work. If you request certification of a membership, award, service, credential or other status you must have be qualified for such certification and must have completed all necessary prerequisites to be entitled to the certification.
- b. Use caution and common sense when using the System, when deciding to connect with others and what to share with others, when responding to job postings and invitations to connect from potential employers and other users, and when reviewing and acting on information that they send you.
- c. Be aware that other users of the System may 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. You should not give out information such as your bank account, credit card, social security or social insurance numbers.
- d. You must not use the WhoPlusYou System to market or sell any products or services, other than to market your own personal services for professional or work opportunities through one-to-one communications with other users with whom you are already connected through the System.
- e. You must not use the WhoPlusYou System for any solicitations, advertising, promotional materials, junk mail, spam, pyramid schemes, multi-level marketing schemes or chain letters.
- f. You must own and have the right to use all content that you provide through the WhoPlusYou System. You will not share any content through the WhoPlusYou System that you do not have the right to share. You will not use the WhoPlusYou System or website to deal with content in a way that violates any laws.
- g. You may not collect information or content of other users, or otherwise access our website, using automated means (such as spiders, scrapers, crawlers or bots).
- h. You will respect the privacy and personal rights of other users.
- j. Information, content and/or communications that are defamatory, obscene, pornographic, racist, harassing, hateful, threatening, abusive or illegal are forbidden.
- k. You must not use our System or website to do anything unlawful, misleading, malicious or discriminatory.
- l. You must not use the WhoPlusYou System to propagate viruses, malware or other harmful or disruptive codes.

m. You must not breach or attempt to breach or violate security measures taken to protect the integrity of our website.

n. The contents of our website are protected by copyright and other intellectual property laws. Other than downloading from our website for your own personal use, you may not copy, reproduce, distribute, publish, transmit, sell, modify, create derivative works or in any way exploit any of the content you access through our System, 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 terminate your account.

If you become aware of another user who you believe is contravening the rules or abusing the WhoPlusYou System, please contact us and tell us about it at report@whoplusyou.com

6. Your Obligations

You will use the WhoPlusYou System only for lawful purposes, in a manner consistent with all laws that apply to you and with the Rules and Cautions for Individual Users in this Agreement.

You will use the WhoPlusYou System for your personal use in your individual capacity only, and only for the purposes for which it is made available to you as an individual user, that is, for you to find, be matched for, and connect to work, career and professional opportunities and relationships and for communicating with others for those purposes. You will not use the WhoPlusYou System on behalf of any other person.

You will keep your username and password confidential, and you will not allow any other person to use your account to access the WhoPlusYou System. You are responsible for all activity conducted from your account. You will 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 are responsible for providing all equipment and software required for you to use the WhoPlusYou System.

You assume the risk of dealing with other users through the WhoPlusYou System.

You will indemnify us and our officers, directors, employees and agent, 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 WhoPlusYou System and website. "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 we are offering these services through our website and so long as you comply with your obligations under this Agreement, you may use the WhoPlusYou System through a generally available web browser to:

- a. create a personal profile about yourself;
- b. create presentations that you can share with other users and third parties;
- c. communicate with other users with whom you are connected through the WhoPlusYou System;
- d. search for employment opportunities;
- e. have access to content and other services that we are offering to individual users through our website, subject to payment of any applicable fees for content and other services that we offer on a for-payment basis.

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

We do not guarantee that our System or website 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 WhoPlusYou website 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 will 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 our website for your personal presentations. We may limit the number, type and size of communications you may send or initiate from the WhoPlusYou website, the number of job postings that you may look at and the number of searches you may undertake, if we believe that your level of activity is inconsistent with appropriate individual use of our System.

8. No Monitoring of Content or Activity

We do not monitor or take responsibility for verifying the identity of any user of the WhoPlusYou System.

We do not monitor or take responsibility for verifying:

- the authenticity, reliability or validity of information or content included in user profiles or job postings,
- the authenticity, reliability, quality or validity of any opportunity that you may find or that may be sent to you through the WhoPlusYou System,
- the authenticity, reliability or validity of any information, content or communication that you receive from other users of the System,

- the authenticity, reliability or validity of any other material or data displayed on our website.

Information, content and communications are solely the responsibility of the user who provides them.

We have no involvement in any of the communications between users of the WhoPlusYou System or in any user's decision to initiate a connection or to accept an invitation to become connected with another user of the System, 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 communications 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 or communications by you to other users if we suspect that you may be breaching any your obligations with respect to use of the WhoPlusYou System.

9. Restrictions on Your Use of the WhoPlusYou System

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

10. Disclaimer of Warranties, Limitation of Liability and Release

YOU AGREE TO THE FOLLOWING DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND RELEASE IN OUR FAVOUR AND IN FAVOUR OF OUR THIRD-PARTY CONTENT PROVIDERS. OUR SYSTEM, OUR WEBSITE AND ALL INFORMATION, CONTENT OR COMMUNICATIONS YOU RECEIVE FROM USING OUR SYSTEM 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, ON OUR OWN BEHALF AND ON BEHALF OF OUR THIRD-PARTY CONTENT PROVIDERS, ALL WARRANTIES, CLAIMS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE WHOPLUSYOU SYSTEM AND WEBSITE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, PERFORMANCE AND NON-INFRINGEMENT. WE AND OUR THIRD-PARTY CONTENT PROVIDERS MAKE NO WARRANTIES ABOUT THE AUTHENTICITY,

RELIABILITY, VALIDITY, ACCURACY, OR COMPLETENESS OF OUR SYSTEM OR ANY USER, OPPORTUNITY, INFORMATION, CONTENT OR COMMUNICATION YOU MAY COME INTO CONTACT WITH OR RECEIVE THROUGH USE OF OUR SYSTEM.

WE DO NOT WARRANT THAT OUR SYSTEM WILL ALWAYS BE AVAILABLE, UNINTERRUPTED, SECURE, TIMELY OR OPERATE ERROR-FREE OR THAT OUR WEBSITE, CONTENT AND WEBSITE SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF OUR WEBSITE RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE WILL NOT BE RESPONSIBLE FOR ANY COSTS YOU INCUR IN DOING SO.

WE AND OUR THIRD-PARTY CONTENT PROVIDERS 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 OF OR INABILITY TO USE OUR SYSTEM OR WEBSITE, OR RESULTING FROM THE ACTIONS OF OTHER USERS OR THIRD PARTIES, 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, OR THE AGGREGATE LIABILITY OF OUR THIRD-PARTY CONTRACT PROVIDERS, IN ANY FORM OF ACTION IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OUR SYSTEM 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 U.S.

11. Your Feedback and Ideas

We welcome your feedback on the WhoPlusYou System; however, we will not compensate you for any ideas that you submit to us for changes or improvements to our System, 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.

12. Links to Our Website

If you wish to post a link from another website to our website, such link shall be to our home page (www.whoplusyou.com) and not to any other page within our website.

13. Links from Our Website to Third Party Websites; Third Party Products and Services

Our website 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 purchased), nor for any products or services that may be advertised by third parties on our website.

14. Termination

If you do not comply with this Agreement, or if you create risk or potential legal exposure for us by your use of the WhoPlusYou System, we may suspend or terminate 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 terminated by us, you may not create another account without our express written consent. You may terminate your account at any time, either by using the appropriate selection in your account settings or by advising us in writing to customersupport@whoplusyou.com or by mail or courier to us at WhoPlusYou, 1 Dundas Street West, Suite 2500, Toronto, ON, Canada M5G 1Z3. If your account is terminated by us for non-compliance with this Agreement, or if you terminate your account, any paid services you have already agreed to purchase will be forfeited without any refund.

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 shall be deemed to be in full force and effect as if they had been agreed by you and us subsequent to the negation 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 shall not constitute a waiver of our rights. If we waive a breach of this Agreement by you, this shall not operate as a waiver of a subsequent breach.

17. Assignment

Your rights and obligations under this agreement are personal to you and may 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

You agree that this Agreement will be governed by the laws of Ontario, Canada and the laws of Canada applicable in Ontario, and that the courts of Ontario have exclusive jurisdiction in any action or litigation that may be brought by you against us or 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.

19. Electronic Communications

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

20. Entire Agreement

This Agreement, together with our Privacy Policy, constitutes the entire agreement between you and us regarding your use of the WhoPlusYou System and replaces any prior agreement between you and us regarding your use of the WhoPlusYou System.

21. Acknowledgment

You hereby acknowledge that you have read this Agreement, understand it, and agree to be bound by it.

22. Revision Date

This Agreement was last revised on January 16, 2014.