

## **PURCHASE AGREEMENT**

### **ONLINE CLASSES AND WORKSHOPS**

THIS AGREEMENT IS MADE BY AND BETWEEN  
YOU (THE “CLIENT”)  
AND  
CARING SAFELY® INC. (THE “COMPANY”)  
(COLLECTIVELY THE “PARTIES”)

By choosing to purchase a course from the Company, including but not limited to: Trauma-Informed Practice, Mindfulness Based Resilience, Sustainable Caring Online Program, Private Practice Bliss™ Online Training, How to Create an Online Class, How to Deliver an Online Class; or any other course offered by the Company (the “Course”), the Client is choosing to agree in full to all of the following terms and conditions of purchase between the Client and the Company (the “Agreement”). The Client’s agreement to the following terms and conditions is demonstrated through the Client’s enrollment in the course, by clicking “I Agree”, and/or by providing payment for the Course.

#### **1.00 The Services**

1.01 The Company will provide services to the Client through the provision of training video, handouts, worksheets and recommended resources in the form of a Course (the "Services"). The Parties agree that the scope of services rendered by Company pursuant to this contract will be solely limited to those contained therein and provided for on the Company's website as part of the Course and the Services.

1.02 The Client shall indemnify the Company for any and all damages that may result from anything and everything connected to this course and any information provided within it.

#### **2.00 Compliance with Laws and Regulations**

2.01 In the performance of the Services by either of the Parties, each party shall comply with all applicable laws and regulations, and shall not breach or infringe any such laws or regulations which for the purpose hereof, shall, without limiting the generality of the foregoing, include all statutes, regulations, ordinances, standards, codes, specifications, permits, licenses or other rules of any government, regulatory bodies or public authority having jurisdiction in the Territory.

2.02 The Company agrees that any and all private information collected from the Client shall be maintained according to the Privacy Policy as listed on the Company’s website.

#### **3.00 Representations and Warranties**

3.01 The Client represents and warrants to the Company as follows:

- i. the Client is not running its business for any improper or illegal purpose;
- ii. the Client will pay all invoices as soon as they become due;
- iii. that this Agreement has been entered into by an authorized and proper representative of the Client who is over 18 years old, and represents a legal, valid, binding and enforceable agreement.

#### **4.00 Payment for Services**

4.01 The Client will pay the Company for the full cost of the Course for which the Client has registered, whether in a lump sum amount or according to the agreed upon payment plan (the “Fee”). If the Client has registered according to an agreed upon payment plan, the Client agrees to ensure that payment is made immediately on each date that payment is due. Should there be any issues with the payment method provided by the Client to the Company, the Client agrees to take full responsibility to remedy the issue and to provide payment to the Company within no more than 24 hours from the time that payment is due.

4.02 If the Client fails to remit the Fee to the Company on or prior to the date on which payment is due, the Client hereby agrees that such unpaid amount shall accrue interest at a rate of 2.0% per month (24% per annum), compounded annually.

4.03 The Company also retains the right to withhold the provision of any of the Services within its discretion when the Client has not provided payment for any outstanding invoices after one week of non-payment.

4.04 The Client shall be responsible to pay all collection or legal fees caused by late payments.

4.05 The Client agrees that any license to use any of the documents provided under the Agreement are conditioned on full payment, including all outstanding additional costs, expenses, fees or any other charges.

#### **5.00 Course Details**

5.01 The Client agrees and understands that it may use the information provided but none of the actual Caring Safely® trademarked documents or the content within them.

5.02 The Client agrees and understands that it will receive full access to the materials for the stipulated amount of time noted on the registration page, commencing on the day the Course begins.

5.03 The Client agrees and understands that it is required and expected to be respectful on social media at all times, and to comply with all of the requirements as listed within the Company’s Terms of Use as listed on its website. The Company reserves the right to remove any individual from the Course at any time for inappropriate behaviour.

## **6.00 Refunds**

6.01 Once the Client has executed the Agreement in any manner, the Client will be responsible for the full payment of the Fee. All payments made to the Company are final. Should the Client cancel attendance in the Course for any reason whatsoever, the Client shall receive no refund.

## **7.00 Credit Card Information**

7.01 To the degree that the Client provides credit card information for the purpose of payment to the Company, the Company will be authorized to charge the Client's credit card for any unpaid charges for the Course(s) on the dates agreed to by the Client and the Company, without seeking further authorization from the Client.

7.02 The Client agrees not to cancel the credit card provided to the Company without the Company's prior written consent, and agrees not to make any charge backs to the Company's account. Should the Client make any change to the credit card provided, the Client agrees to first notify the Company of this change in writing.

## **8.00 Resale of Services Prohibited**

8.01 The Client agrees that he or she is provided with access to the Course on the express condition that the Client shall not in any manner reproduce, copy, duplicate, trade, sell, resell, or exploit any portion of the Program for anything other than personal use. **Any violations of this section will be cause for legal action to be immediately commenced against the Client.**

8.02 This Agreement may not be transferred or assigned without the Company's prior written consent.

## **9.00 Copyright, Licenses and Intellectual Property**

9.01 All of the Company's information, data, knowledge, know-how, processes, techniques, protocols, plans, ideas, research, trade secrets, concepts, data, research, work product, intellectual property, contracts, theories, designs and manuals used by the Company to perform the Services and carry out its obligations hereunder shall remain the absolute property of the Company.

9.02 The Client is provided with the Company's copyrighted and original materials solely for the Client's individual use through a single-user licence. The Client is not authorized to use any of the Company's intellectual property for any inappropriate and unauthorized purposes and the Client is not provided with any licence to distribute or sell the Company's materials. The Client shall not copy, share or distribute in any way the materials received by the Company without the Company's prior written consent.

9.03 All contracts, documents and written material which is made available to the Client during the Course (the "Documents") will remain the exclusive property of the Company. The Company grants the Client a non-exclusive, non-transferable, perpetual, worldwide

license to use the Documents solely to the extent reasonably necessary for the Client's personal purposes.

9.04 The Client is not being granted a license to use the Company's trademarks in any way or at any time to promote their coaching services. This is solely a training program and it is up to the Client to develop their own proprietary marks to promote their services and grow their business.

9.05 Should the Company discover that the Client is using the Company's marks in any way other than as a single-user license for personal use, this will be an immediate ground for legal action against the Client.

## **10.00 Delays**

10.01 The Client agrees and understand that although the Company will make efforts to meet any proposed dates as set out in the Course materials, the Company reserves the right to make any changes to the proposed dates as is reasonably necessary.

## **11.00 Indemnification and Liability**

11.01 The Services and all Documents provided by the Company are provided to the Client "as is". The Client agrees to indemnify the Company in full for any and all damages that may result from anything and everything and to release the Company and its director(s), employees, contractors and affiliates from any and all liability. In all situations and circumstances, the maximum liability of the Company, its director(s), employees, contractors or affiliates to the Client for damages for any and all causes whatsoever, and the Client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of the Company on the respective Course at issue. In no event shall the Company be liable for any lost data or content, lost profits, business interruptions or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the Documents or Services provided by the Company, even if the Company has been advised of the possibility of such damages.

11.02 Client shall indemnify the Company from any and all damages, liabilities, costs, losses, expenses or legal fees arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. The Company shall promptly notify Client in writing of any third party claim or suit. Client shall have the right to fully control the defense and any settlement of such claim or suit.

11.03 The Client agrees that any and all of the Company's shareholders, directors, trustees, affiliates and successors will not be held personally liable or responsible for any of the actions or representation of the Company.

11.04 The Client shall participate in the Course at the Client's own risk.

## **12.00 No Guarantee**

12.01 The Client accepts and understands that any results from this course are not guaranteed, and that results will vary greatly between Clients.

12.02 The Company takes no responsibility for the Client's success in the Course, and the Client understands that he or she is responsible entirely for his or her own success. The Company makes no representations, guarantees or warranties regarding the degree of the Client's success following participation in a Course.

## **13.00 Disclaimers**

13.01 This Course is not intended for individuals experiencing any symptoms of severe mental illness. Should you be experiencing any of these symptoms, we recommend that you get in touch with a health care provider immediately.

13.02 The Company is not responsible for any of the results which may come from taking this course, whether indirectly or directly, and the Client agrees and understands that it is taking this Course at its own risk and will indemnify the Company fully for any negative results which may come from taking the Course.

13.03 The Client accepts and understands that it is not receiving any qualification from taking this Course, and that this Course is intended solely for personal use and not to provide the individual with the sufficient training or education to help anyone else with these issues.

13.04 The Client agrees and understands that this is a psycho-education course and does not serve as a replacement for therapy in any way.

13.05 The Client accepts and understands that by taking this course, the Company is not giving the Client the training to work outside of the scope of expertise or education in any way, and that the Client is responsible to ensure that even in applying what they have learned within the Course that they are always operating within the guidelines and requirements of their professional field and according to the regulations of their profession's governing body.

## **14.00 Client Behaviour**

14.01 The Client agrees that it is a condition of enrolment that he or she will act respectfully at all times, and agrees that any failure to do so and any other inappropriate behaviour during the Course will be cause for immediate termination of the Client's participation in the Course.

## **15.00 Recordings**

15.01 The Client accepts, understands and consents to any and all portions of the Course being recorded and agrees that the Company shall have the full right and licence to

distribute any of these recordings without the Client's prior consent and without providing any compensation to the Client for the use of these recordings.

## **16.00 Confidentiality**

16.01 Confidential Information shall mean any information not generally known to the public about the Company or the Client and either of their businesses or personal affairs.

16.02 Both parties agree to use any Confidential Information disclosed by the other party solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the disclosing party.

16.03 Both parties agree to take the utmost care and caution in protecting the Confidential Information of the other party from unintentional disclosure to any third parties or to the public and agree that the disclosure of Confidential Information outside of the business relationship, whether intentional or unintentional, will be considered a breach of this Agreement.

## **17.00 Interpretation**

17.01 If any covenant, obligation or provision contained in this Agreement or the application thereof to any person or circumstance shall to any extent be found to be invalid or unenforceable, the remainder of this Agreement or the application thereof to any person or circumstance shall not be affected thereby and each covenant, obligation and provision of this agreement shall be separately valid and enforceable to the fullest extent permitted by law.

17.02 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta. The parties hereby agree to submit to the jurisdiction of the Courts of the Province of Alberta for the determination of all matters arising under or in connection with this Agreement.

17.03 The terms, conditions, covenants, agreements, obligations and provisos contained in this Agreement shall be binding upon and shall operate for the benefit of the parties signing this Agreement and their respective heirs, executors, administrators, personal representatives and successors and assigns.

17.04 No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent excusing the breach shall be in writing and signed by the Party to be charged by such waiver or consent. A waiver by a Party of any provision of this Agreement shall not be construed as a waiver of any further breach of the same or of any other provision of this Agreement.

## **18.00 Miscellaneous**

18.01 The obligations of the Company to provide Services to the Client under this Agreement shall be suspended and the Company shall not be liable for damages, costs or

expenses during the time and to the extent the Company is prevented from complying with its obligations in whole or in part as a result of strikes, lockouts, acts of God, acts of the Queen's enemies, wars, laws, orders or regulations of government bodies or agencies, terrorist acts, unavoidable accidents, delays in transportation, inability to obtain materials and supplies in the open market place or any other cause beyond the reasonable control of the Company, provided that lack of funds shall not be considered a cause beyond the Company's control.

18.02 Neither party to this Agreement may assign this Agreement in whole or in part without first obtaining the written consent of the other party.

18.03 In the event of any conflict between this Agreement and any other written materials or agreements of the Company, this Agreement shall be controlling.

18.04 Any provisions of this Agreement shall survive the termination of this Agreement for any reason that by their context and sense the parties intend to survive.

18.05 Each party to this Agreement shall from time to time during the Term of this Agreement, do all such further acts and things and execute and deliver all such further documents and instruments as may be reasonably required in order to properly and fully carry out the terms of this Agreement.

### **Caring Safely® Inc. Terms of Use**

#### **General**

The Website for Caring Safely® Inc. ("Caring Safely®") including but not limited to charlenerichardrsw.com and CaringSafely.org and all web pages related to this site (excluding all links to third party sites and platforms) are owned and operated by Caring Safely®. All content on the site itself is copyrighted and owned by Caring Safely® as of 2009-2020.

The following Terms of Use apply to the use of the Website, content, services and/or programs and all related materials of Caring Safely® in all forms and by all individuals and entities, and protects Caring Safely® along with any and all of its directors, employees, contractors or affiliates. We would ask that you, the User read all Terms of Use carefully.

***By continuing to use and access this Website and to use the services provided by Caring Safely® (the "Services"), you are considered to have understood and agreed to all terms and conditions contained herein and to be at least 18 years of age. You may not continue to use and access this Website and/or the Caring Safely® Services if you choose not to accept these Terms of Use.***

#### **Disclaimer**

The Website and the Services provided by the Website are provided on an "as is" basis, and Caring Safely® hereby disclaims any liability for any damage or loss which may be suffered by you the User as a result of using the Website or any Services provided to you

by Caring Safely®.

These terms apply to any and all users of the Website or of Caring Safely®'s Services.

While we strive for accuracy, it is possible that information on the Website or as presented within any associated site contains errors or omissions. Should this be the case, we disclaim any liability for these errors or omissions and any results that could arise from them.

### **Use of the Website**

The User may not copy, distribute, publish, reproduce, tamper or alter with any material contained on this Website. The User may not remove the copyright notices contained in any of the material provided from this Website or as connected to this Website.

### **Copyright**

This Website contains materials including text, photographs, videos and other images and sound that are protected by copyright and/or other intellectual property rights. All copyright and trademarks and other intellectual property rights, unless stated otherwise, are owned by Caring Safely®.

### **Changes to Terms of Use**

These Terms of Use may change from time to time. By using this Website, you agree to abide by all Terms of Use as amended, and you agree to keep yourself informed of any changes made to these Terms of Use.

### **Digital Products/Courses**

We strive to create educational materials that would be of interest. This is not to be taken as medical advice. Please always consult your physician before taking on any new lifestyle practice.

### **Medical information disclaimer:**

#### **No advice**

Our website contains general medical information. The medical information is not advice and should not be treated as such.

#### **No warranties**

The medical information on our website is provided without any representations or warranties, express or implied.

#### **Medical assistance**

You must not rely on the information on our website as an alternative to medical advice from your doctor or other professional healthcare provider.

If you have any specific questions about any medical matter, you should consult your doctor or other professional healthcare provider.



If you think you may be suffering from any medical condition, you should seek immediate medical attention.

You should never delay seeking medical advice, disregard medical advice or discontinue medical treatment because of information on our website.

### **Interactive features**

Our website includes interactive features that allow users to communicate with us.

You acknowledge that, because of the limited nature of communication through our website's interactive features, any assistance you may receive using any such features is likely to be incomplete and may even be misleading.

Any assistance you may receive using any our website's interactive features does not constitute specific advice and accordingly should not be relied upon without further independent confirmation.

### **Refund Policy**

These programs are downloadable and/or viewable through streaming. Please see the Purchase Agreement for the course you are registered in to see the specific Refund Policy for that course.

### **Technology**

You are responsible for ensuring you have all of the necessary technology to run these online programs. Refunds will not be offered based on your technical issues. Please ensure you can clearly view our preview videos and download the sample documents in advance of purchase if you have any concerns about your computer's capacity to handle this type of program. We will not be liable for any technical issues beyond the steady serving of our own website.

Download links for e-products (books, guides and mp3 lectures) are valid and functioning for one (1) download per link. It is the sole responsibility of customer/purchaser to know where downloaded files end up on their own computer systems and to back-up any downloadable products. Caring Safely® is not responsible for lost documents, crashed computers etc. and will not send any additional download links for lost/misplaced files. Once your download link is sent to you, it is your responsibility to download all documents in a timely manner.

### **Online Delivery**

Delivery of e-books or documents to accompany class registration should be received within 30 minutes of placing order. This is an automated process and should function efficiently 24 hours a day.

If you do not see an email with a confirmation and link to download your product, please do the following:

1. Confirm that payment went through.

2. Confirm that you entered the correct email address.
3. Confirm that the document did not go to any other folders, such as junk/trash/promotions/social.

All orders will have a receipt number. If you are not sure whether a purchase went through, email [team@CaringSafely.org](mailto:team@CaringSafely.org) and we will look into the matter and get back to you within two business days.

### **Live Classes**

Registration and payment for classes/workshops/events is non-refundable. Due to the limited class size, we cannot offer you a refund should you have to cancel. The class however is completely transferable. Should you be unable to attend, you are welcome to send someone in your place. Unfortunately, should you be unable to find a replacement, we cannot offer a make-up class or transfer your registration to another workshop.

**Due to limited class sizes, we are unable to reserve spots in any classes or retreats without payment.**

### **Intellectual Property Rights**

#### **Limited License**

You are purchasing one single copy of the online product. Duplicating, sharing, or uploading product files to sharing sites is considered stealing, those who do so will be prosecuted to the full extent of the law.

All digital Caring Safely® products are protected by copyright, trademark, and other intellectual property laws. The Product is provided solely for your personal, non-commercial use. You may not use the Product or the materials available on the Product in a manner that constitutes an infringement of our rights or that has not been authorized by us. More specifically, unless explicitly authorized by the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Product. You may, however, from time to time, download and/or print one copy of individual pages of the site for your personal, noncommercial use, provided that you keep intact all copyright and other proprietary notices.

#### **Our Limited License to You**

This Site and all the materials available on the Site are the property of us and/or our affiliates or licensors, and are protected by copyright, trademark, and other intellectual property laws. The Site is provided solely for your personal non-commercial use. You may not use the Site or the materials available on the Site in a manner that constitutes an infringement of our rights or that has not been authorized by us. More specifically, unless explicitly authorized in these Terms of Service or by the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Site. You may, however, from time to time,

download and/or print one copy of individual pages of the Site for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices.

### **Your License to Us**

By posting or submitting any material (including, without limitation, comments, blog entries, photos and videos) to us via the Site and/or by email, you are representing: (i) that you are the owner of the material, or are making your posting or submission with the express consent of the owner of the material; and (ii) that you are eighteen years of age or older. In addition, when you submit or post any material, you are granting us, and anyone authorized by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any manner or medium, now known or hereafter developed, for any purpose. The foregoing grant shall include the right to exploit any proprietary rights in such posting or submission, including, but not limited to, rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. Also, in connection with the exercise of such rights, you grant us, and anyone authorized by us, the right to identify you as the author of any of your postings or submissions by name, email address or screen name, as we deem appropriate.

You acknowledge that Caring Safely® has the right but not the obligation to use and display any postings or contributions of any kind and that Caring Safely® may elect to cease the use and display of any such materials (or any portion thereof), at any time for any reason whatsoever.

### **Limitations on Linking and Framing**

You may establish a hypertext link to the Site so long as the link does not state or imply any sponsorship of your site by us or by the Site. However, you may not, without our prior written permission, frame or inline link any of the content of the Site, or incorporate into another website or other service any of our material, content or intellectual property.

### **Disclaimers**

Throughout the Site, we may provide links and pointers to Internet sites maintained by third parties. Our linking to such third-party sites does not imply an endorsement or sponsorship of such sites, or the information, products or services offered on or through the sites. In addition, neither we nor affiliates operate or control in any respect any information, products or services that third parties may provide on or through the Site or on websites linked to by us on the Site.

If applicable, any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, are those of the respective authors or distributors, and not Caring Safely®. Neither Caring Safely® nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content. Furthermore, Caring Safely® neither endorses nor is responsible for the accuracy and reliability of any opinion, advice, or statement made on any of the Sites by anyone other than an authorized Caring Safely® representative while acting in his/her official capacity.

The information, products and services offered on or through the site and by company and any third-party sites are provided “as is” and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the site or any of its functions will be uninterrupted or error-free, that defects will be corrected, or that any part of this site, including bulletin boards, or the servers that make it available, are free of viruses or other harmful components.

We do not warrant or make any representations regarding the use or the results of the use of the site or materials on this site or on third-party sites in terms of their correctness, accuracy, timeliness, reliability or otherwise.

You agree at all times to defend, indemnify and hold harmless Caring Safely® its affiliates, their successors, transferees, assignees and licensees and their respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees of each from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to your breach of any obligation, warranty, representation or covenant set forth herein.

### **Online Commerce**

Certain sections of the Site may allow you to purchase many different types of products and services online that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services. If you make a purchase from a merchant on the Site or on a site linked to by the Site, the information obtained during your visit to that merchant’s online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and us.

A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies. In addition, when you purchase products or services on or through the Site, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant’s website and click on its information links or contact the merchant directly. You release us and our affiliates from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase or use of any products or services made available by third parties through the Site.

Your participation, correspondence or business dealings with any third party found on or through our Site, regarding payment and delivery of specific goods and services, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that Caring Safely® shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

### **Interactive Features**

This Site may include a variety of features, such as bulletin boards, web logs, chat rooms, and email services, which allow feedback to us and real-time interaction between users, and other features which allow users to communicate with others. Responsibility for what is posted on bulletin boards, web logs, chat rooms, and other public posting areas on the Site, or sent via any email services on the Site, lies with each user – you alone are responsible for the material you post or send. We do not control the messages, information or files that you or others may provide through the Site.

It is a condition of your use of the Site that you do not:

- a. Restrict or inhibit any other user from using and enjoying the Site.
- b. Use the Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- c. Use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person.
- d. Gain unauthorized access to the Site, or any account, computer system, or network connected to this Site, by means such as hacking, password mining or other illicit means.
- e. Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site.
- f. Use the Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
- g. Use the Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.
- h. Use the Site to post or transmit any information, software or other material that contains a virus or other harmful component.
- i. Use the Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.

- j. Use the Site to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.
- k. Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.

Caring Safely® may host message boards, chats and other public forums on its Sites. Any user failing to comply with the terms and conditions of this Agreement may be expelled from and refused continued access to, the message boards, chats or other public forums in the future. Caring Safely® or its designated agents may remove or alter any user-created content at any time for any reason. Message boards, chats and other public forums are intended to serve as discussion centers for users and subscribers. Information and content posted within these public forums may be provided by Caring Safely® staff, Caring Safely®'s outside contributors, or by users not connected with Caring Safely®, some of whom may employ anonymous user names. Caring Safely® expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in these forums by third parties, nor are we responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages. Under no circumstances will we, our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on information obtained through these forums. The opinions expressed in these forums are solely the opinions of the participants, and do not reflect the opinions of Caring Safely® or any of its subsidiaries or affiliates.

Caring Safely® has no obligation whatsoever to monitor any of the content or postings on the message boards, chat rooms or other public forums on the Sites. However, you acknowledge and agree that we have the absolute right to monitor the same at our sole discretion. In addition, we reserve the right to alter, edit, refuse to post or remove any postings or content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request and to protect ourselves, our clients, sponsors, users and visitors.

### **Registration**

To access certain features of the Site, we may ask you to provide certain demographic information including your gender, year of birth, postal code and country. In addition, if you elect to sign-up for a particular feature of the Site, you may also be asked to register with us on the form provided and such registration may require you to provide personally identifiable information such as your name and email address. You agree to provide true, accurate, current and complete information about yourself as prompted by the Site's registration form. If we have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). Our use of any personally identifiable information you provide to us as part of the registration process is governed by the terms of our Privacy Policy.

### **Passwords**

To use certain features of the Site, you will need a username and password, which you will receive through the Site's registration process. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities (whether by you or by others) that occur under your password or account. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

### **Privacy Policy**

Any personal information provided through this Website will be used strictly in accordance with our Privacy Policy, as listed on this Website. The provision of any personal information is an acceptance of the use of this information according to the terms of our Privacy Policy.

### **Full Force and Effect**

If any aspect of these Terms of Use is held to be unenforceable, void, invalid or illegal, the remaining aspects of the Terms of Use shall continue in full force and effect.

### **Jurisdiction**

The laws of the Province of Alberta shall govern these Terms of Use and all issues arising out of this Website, and Alberta courts shall have exclusive jurisdiction over any such matters.

### **Compliance with Laws and Regulations**

As a user of the Website, the User shall comply with all applicable laws and regulations, and shall not breach or infringe any laws or regulations which for the purpose hereof, shall, without limiting the generality of the foregoing, include all statutes, regulations, ordinances, standards, codes, specifications, permits, licenses or other rules of any government, regulatory bodies or public authority having jurisdiction in Alberta.

### **Representations by the User**

The User represents and warrants to Caring Safely® as follows:

- (a) the User is not using Caring Safely®'s services for any improper or illegal purpose;
- (b) the User shall cooperate in all respects with Caring Safely® in the disclosure and provision of information required for Caring Safely® to maintain the Website or provide the Services to the User;
- (c) the User shall not upload or write anything on the Website which the User does not have the right to post;
- (d) the User agrees not to post or write anything offensive, and understands and agrees that if anything offensive is posted through the Site that the User may be reported and its use of the Site may be discontinued, and that Caring Safely® disclaims any and all liability for the results of any and all posts;

- (e) this Agreement has been agreed to by the User or an authorized and proper representative of the User and represents a legal, valid, binding and enforceable agreement.

### **Services Contract**

The User agrees that in order to act as a User with Caring Safely®, the User must be at least 18 years of age. Caring Safely® disclaims any liability for any actions that may result from individuals using the Site who are under 18 years old.

The User agrees to provide only accurate personal information to Caring Safely® and to update any of its personal information as necessary. The User agrees that it will not represent itself as another individual while using the Site at any time or for any reason.

The User acknowledges that Caring Safely®'s Privacy Policy governs any personal information provided to Caring Safely®.

The User agrees and understand that it has the ability to block or report anyone who is improperly using the Site for anything that is offensive or outside of the scope of the Site's intended purpose.

The User also agrees that it may be blocked or reported for improperly using the Site for anything that is offensive or outside of the scope of the Site's intended purpose. The User agrees and understands that he or she may be terminated at any time and for any reason by Caring Safely®. Specifically, Caring Safely® reserves the right to terminate the User at any time based on reports provided by other users.

The User agrees that Caring Safely® has no control over the individuals who post or write messages on the social media platforms connected to the Site. The User agrees and understands that Caring Safely® takes no responsibility for any comments, feedback, photos, or other communication provided to the User on the Site by other Users or for the result of any of these communications. **The User agrees and understands that Caring Safely® is not responsible in any way for the results of any connections or posts made through the Site.**

Caring Safely® does not warrant that the Services provided by way of the Site will be without disruption, nor that any reports, times or information provided as part of the Services will be free from errors, omission, inaccuracies or nonconformities, and Caring Safely® shall have no liability or obligation to the customer in this respect excepts as provided hereunder.

Caring Safely® makes no warranty for the security or integrity of any connection or transmission used in the provision of the Services.

### **Indemnification and Liability**

Under no circumstances, including, but not limited to, negligence, shall we, our subsidiary and parent companies or affiliates be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, the site, including its materials, products, or services, or third-party materials, products, or



services made available through the site, even if we are advised beforehand of the possibility of such damages. You specifically acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any user. If you are dissatisfied with the site, any materials, products, or services on the site, or with any of the site's terms and conditions, your sole and exclusive remedy is to discontinue using the site and the products, services and/or materials.

This site is continually under development and company makes no warranty of any kind, implied or express, as to its accuracy, completeness or appropriateness for any purpose.

The User acknowledges and agrees that no representation has been made by Caring Safely® or its Affiliates and relied upon as to the future income, expenses, sales volume or potential profitability that may be derived from the participation in this Program.

The User shall indemnify Caring Safely® from any and all damages, liabilities, costs, losses, expenses or legal fees arising out of any claim, demand, or action by a third party arising out of any actions of the User, or any breach of User's responsibilities or obligations, representations or warranties under this Agreement.

In no event shall Caring Safely® be liable for any lost data or content, lost profits, business interruptions or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the services provided by Caring Safely®, even if Caring Safely® has been advised of the possibility of such damages.

The Site content and services provided as a result of Caring Safely® are provided "as is". In all situations and circumstances, the maximum liability of Caring Safely® and any and all of its directors, employees, contractors or affiliates to the User for damages for any and all causes whatsoever, and the User's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to any amount paid by the User to Caring Safely®. In no event shall Caring Safely®'s liability exceed the amount payable to Caring Safely® from the User, and the User is fully aware that by entering into this Agreement the User assumes all risks which may arise from this Agreement, and agrees to hold Caring Safely® harmless for anything that should arise as a result of this Agreement or the User's use of the Site or the User's relationship with Caring Safely®.

The User agrees and acknowledges that Caring Safely®'s role is solely as a technological platform, and acknowledges that Caring Safely® is not responsible or liable in any way for any issues that arise from the User's use of the Site, or in any way as a direct or indirect result of the User's connection with others as a result of use of the Site.

The User agrees and understands that Caring Safely® is not responsible for any copyright infringement that may take place through the use of this platform.

Caring Safely® will not participate in any legal disputes or solve any issues that may arise between the User and any third parties as a result of the use of Caring Safely®.

Caring Safely® does not warrant that the Site is fit for any particular purpose, nor that the

Services will be without disruption, not that any reports, data or information provided as part of the Services will be free from errors, omission, inaccuracies or nonconformities, and Caring Safely® shall have no liability or obligation to the customer in this respect.

Caring Safely® shall not be liable for any damage caused to the User or anyone connected to the User, such as the User's parents or friends, or any other individuals, as a result of or in connection with the use of the Site.

Caring Safely® is not liable in any way or for any reason for any injury or death which is in any way connected to the use of the Site. Caring Safely®'s liability for any claims against it or the Site shall not exceed the total price paid by the User for the download of the Site or the price paid by any school divisions for the purchase of the Site.

### **Term and Termination**

This Agreement shall commence at the time that the User commences use of the Site and shall continue until the Agreement is terminated by one or both of the parties at any time or for any reason. The User may terminate this Agreement at any time by terminating their account with Caring Safely®.

Caring Safely® may terminate this Agreement with the User at any time and for any reason and may terminate the User's access to the Site and their account with Caring Safely® at any time and for any reason.

The termination of this Agreement shall not affect the accrued rights and obligations of the parties hereto.

### **Confidentiality**

Both parties agree to use any Confidential Information disclosed by the other party solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the disclosing party. Specifically, all information which Caring Safely® may receive access to as a result of the site shall be kept completely confidential at all times and shall at no time be disclosed to any third parties for any reason whatsoever.

All parties agree to take the utmost care and caution in protecting the Confidential Information of the other party from unintentional disclosure to any third parties or to the public. However, if at any time, through no fault of Caring Safely®, it is hacked in any way and Confidential Information is released, so long as Caring Safely® has taken reasonable and appropriate methods to safeguard its Confidential Information, it shall not be liable in any way or to anyone for the release of this information.

### **Miscellaneous**

The obligations of Caring Safely® to the User under this Agreement shall be suspended and Caring Safely® shall not be liable for damages, costs or expenses during the time and to the extent Caring Safely® is prevented from complying with its obligations in whole or in part as a result of strikes, lockouts, acts of God, acts of the Queen's enemies, wars, laws,

orders or regulations of government bodies or agencies, terrorist acts, unavoidable accidents, delays in transportation, inability to materials and supplies in the open market place or any other cause beyond the reasonable control of Caring Safely®.

Neither party to this agreement may assign this agreement in whole or in part without first obtaining the written consent of the other party.

Each party to this Agreement shall from time to time during the Term of this agreement, do all such further acts as may be reasonably required in order to properly and fully carry out the terms of this Agreement.

**THE USER UNDERSTANDS AND ACCEPTS ALL OF THE ABOVE PROVISIONS AND AGREES TO BE BOUND FULLY BY THE ENTIRETY OF THIS AGREEMENT AS A RESULT OF USING THE SITE.**

### **Caring Safely® Inc. Personal Information Protection Policy**

Caring Safely® Inc. (“Caring Safely®”) is committed to the protection and safe keeping of the personal information entrusted to us by our users. We manage your personal information in accordance with Alberta’s Personal Information Protection Act and other applicable laws. This policy applies to both Caring Safely® as well as any person or entity providing services on our behalf and at our direction. A copy of this policy will be provided to any user upon request.

**BY USING THIS APPLICATION, YOU AGREE TO AND ACCEPT ALL PRACTICES AS SET OUT IN THIS PRIVACY POLICY.**

### **The Definition of Personal Information**

Personal information means information about an identifiable individual. This includes an individual’s name, home address and phone number, age, sex, marital or family status, an identifying number, financial information, educational history, and other similar information.

### **What personal information do we collect?**

We collect only the personal information that we need for the purposes of providing services to our users, including personal information needed to:

- a. Enable users to have access to the Website and to any resources provided by Caring Safely®;
- b. Enable users to have access to our online programs to post and view posts and send and receive messages; and
- c. Track the use of trends present on the Website and ensure its proper functionality.

The information that will be collected directly from the user will be information such as the individual's name and email address, login information and passwords, credit card information and business names. While not required, individuals also have the option to post additional personal information in certain registered Caring Safely® programs.

All information collected will be kept fully confidential and shall not be shared with any third parties at any time or for any reason, and will not be sold to third parties at any time or for any reason.

We attempt to inform our users, before or at the time of collecting personal information, of the purposes for which we are collecting the information. When such notification is not provided it is because the user has provided information for an obvious purpose - such as providing their name to set up their account - or for a purpose as listed and agreed to in this policy.

We will make a reasonable effort to ensure that any personal information collected, used or disclosed is accurate and complete to the extent that is reasonable for our organization's purpose.

We will only use personal information for purposes that are reasonable and we will not disclose your personal information beyond what is necessary to provide the product or service that you have requested.

## **Consent**

We ask for consent to collect, use or disclose user personal information, except in specific circumstances where collection, use or disclosure without consent is authorized or required by law. We may assume your consent in cases where you volunteer information for an obvious purpose.

We assume your consent to continue to use and, where applicable, disclose personal information that we have already collected, for the purpose for which the information was collected.

There may be situations where your express consent will be required. In those situations, we will typically request that you provide your consent orally or in writing through the signing of a consent form.

User consent may be withdrawn at any time; however, such consent may be necessary for us to satisfy our obligations to you. In those situations we will inform you if the withholding of such consent will prevent us from being able to provide you with certain products and services. We will at all times respect your decision.

We may collect, use or disclose user personal information without consent only as authorized by law.

### **How do we use and disclose personal information?**

We use and disclose user personal information only for the purposes for which the information was collected, except as authorized by law.

If we wish to use or disclose your personal information for any new business purpose, we will ask for your consent, unless otherwise not required by law.

### **How do we safeguard personal information?**

We make every reasonable effort to ensure that personal information is accurate and complete. We rely on individuals to notify us if there is a change to their personal information that may affect their relationship with our organization. If you are aware of an error in our information about you, please let us know and we will correct it on request wherever possible. In some cases we may ask for a written request for correction.

We protect personal information in a manner appropriate for the sensitivity of the information. We make every reasonable effort to prevent any loss, misuse, disclosure or modification of personal information, as well as any unauthorized access to personal information.

We use appropriate security measures when destroying personal information, including shredding email records and permanently deleting electronic records.

However, if at any time, through no fault of Caring Safely®, the Website is hacked in any way and personal information is released, so long as Caring Safely® has taken reasonable and appropriate methods to safeguard its personal information, Caring Safely® shall not be held liable for this result.

We retain personal information only as long as is reasonable to fulfill the purposes for which the information was collected or for legal or business purposes.

### **Access to records containing personal information**

Individuals have a right to access their own personal information in a record that is in the custody or under the control of Caring Safely®, subject to some exceptions. For example, organizations are required under the Personal Information Protection Act to refuse to provide access to information that would reveal personal information about another individual.

If we refuse a request in whole or in part, we will provide the reasons for the refusal. In some cases where exceptions to access apply we may withhold that information and provide you with the remainder of the record.

You may make a request for access to your personal information by writing to [team@CaringSafely.org](mailto:team@CaringSafely.org). You must provide sufficient information in your request to allow us to identify the information you are seeking.

You may also request information about our use of your personal information and any disclosure of that information to persons outside our organization. In addition, you may request a correction of an error or omission in your personal information.

We will respond to your request within 45 calendar days, unless an extension is granted. We may charge a reasonable fee to provide information, but not to make a correction. We do not charge fees when the request is for personal employee information. We will advise you of any fees that may apply before beginning to process your request.

### **Questions and complaints**

If you have a question or concern about any collection, use or disclosure of personal information by Caring Safely®, or about a request for access to your own personal information, please contact [team@CaringSafely.org](mailto:team@CaringSafely.org)

If you are not satisfied with the response you receive, you may contact the Information and Privacy Commissioner of Alberta:

### **Office of the Information and Privacy Commissioner of Alberta**

Suite 2460, 801 – 6 Avenue, SW  
Calgary, Alberta T2P 3W2

Phone: 403-297-2728 Toll Free: 1-888-878-4044

Email: [generalinfo@oipc.ab.ca](mailto:generalinfo@oipc.ab.ca) Website: [www.oipc.ab.ca](http://www.oipc.ab.ca)