

## **Terms of Use (updated March 26, 2018)**

(A.C.C.E.S.) Accessible Community Counselling and Employment Service (“ACCES” or “we” or “our”) is the owner and operator of the ACCES Employment website (the “Site”).

These Terms of Use govern your access and use of our Site, which includes our e-ACCES Online Platform, and our social media channel links (including but not limited to Facebook, Twitter, Youtube and LinkedIn). The intended purpose of the Site and all Content (as defined below) contained herein is to inform, communicate with and educate job seekers about the Canadian job market on a wide variety of topics including but not limited to: (i) job search strategies in Canada, (ii) a Canadian-style resume, business communication and workplace culture, (iii) sector-focused labour information, and (iv) employer insights. The Content of the Site includes a wide range of multimedia such as videos, online tools, live webinars, and downloadable resources.

Your use to any extent of the Site and/or services and Content contained therein signifies that you (the “user” or “you”) accept and agree to these Terms of Use without any limitation or qualification. Please consult these Terms of Use regularly. We may change information on the Site and/or these Terms of Use at any time without notice. These Terms of Use were last revised on **March 26, 2018**.

### **A. TERMS APPLICABLE TO ALL USERS**

#### **1. Overview**

If these Terms of Use are not completely acceptable to you or you do not accept and abide by the provisions of these Terms of Use, you must immediately discontinue the use of our Site. If any provision of the Terms of Use is invalid or unenforceable under applicable law, then it shall be, to the extent invalid or unenforceable, deemed omitted and the remaining provisions will continue in full force and effect.

#### **2. Jurisdiction**

The Site is intended for use by individuals for their own personal use. It is not intended for use by any person or entity in any jurisdiction where (by reason of nationality, residence, citizenship or otherwise) the publication or availability of the Site and its Content, including its products and services, are unavailable or otherwise contrary to local laws or regulations. If this applies to you, you are not authorised to access or use any of the information and/or Content on our Site. Those who choose to access, link to or use our Site from other locations do so at their own risk and are responsible for compliance with applicable local, provincial, state, national, international or foreign law, including, but not limited to any regulations having the force of law.

#### **3. Scope of Use and E-Mail**

ACCES grants you a limited, personal, nontransferable, nonsublicensable, revocable license to access and use the Site and its Content only in the manner presented by ACCES. Except for this limited license, ACCES does not convey any interest in or to the Site, the Content or any other ACCES property by permitting you to access the Site.

E-mail submissions over the Internet may not be secure and are subject to the risk of interception by third parties. Please consider this fact before e-mailing any information through the Site. Each user is

responsible for using the contact us/e-mail submission form on the Site in a professional, ethical, and lawful manner.

#### **4. Copyrights and Trademarks**

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, “**Content**”), including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to ACCES, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

You may access, download and print Content from the Site solely for your personal and non-commercial use; however, any print out of the Site, or portions thereof, must include ACCES’ copyright notice. No right, title or interest in any of the Content contained on this Site is transferred to you as a result of accessing, downloading or printing such materials. Nothing contained on the Site should be construed as granting any licence or right to use any trademark displayed on the Site without ACCES’ written permission or that of the third party rights holder. Except as expressly provided herein or with the prior written permission of ACCES, you may not copy, modify, use, reproduce, modify, transmit, distribute, or publicly display or operate the Site; reproduce, publish, license any part of this Site and/or its Content; create derivative works from, link to or frame in another website, use on any other website, transfer or sell any information obtained from this Site and/or its Content.

ACCES maintains its right to suspend, discontinue the use of or terminate the user accounts of copyright offenders and other users who infringe upon the intellectual property rights of others. If you believe that our work has been copied in a way that constitutes copyright infringement, please contact us at [info@accesemployment.ca](mailto:info@accesemployment.ca).

#### **5. Links**

For your convenience, we may provide links to various other sites that may be of interest to you and for your convenience only. However, ACCES does not control or endorse such websites and is not responsible for their content nor is it responsible for the accuracy or reliability of any information, data, opinions, advice, or statements contained within such websites. Please read the terms and conditions or terms of use policies of any other company or website you may link to from our Site. These Terms of Use apply only to the ACCES Site and the Content and services ACCES offers. If you decide to access any of the third party sites linked to our Site, you do so at your own risk. ACCES reserves the right to terminate any link or linking program at any time. ACCES disclaims all warranties, express and implied, as to the accuracy, validity, and legality or otherwise of any materials or information contained on such sites.

#### **6. No Unlawful or Prohibited Use**

As a condition of your use of the Site, you warrant to ACCES that you will not use the Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

You may not use the Site and any Content contained therein (including, but not limited to, Content of other users, designs, text, graphics, images, video, information, logos, software, audio files and computer code) for any type of commercial purpose.

You may not store, modify, reproduce, transmit, reverse engineer or distribute any portion of the Content and/or the Site, or the design or layout of the Site or individual sections of it, in any form or media. The systematic retrieval of data from the Site is also prohibited.

You may not use any third parties' likeness, names, and/or properties without their express permission.

## **7. Spamming**

Gathering email addresses from ACCES through harvesting or automated means is prohibited. Posting or transmitting unauthorized or unsolicited advertising, promotional materials, or any other forms of solicitation to other users is prohibited. Inquiries regarding a commercial relationship with ACCES should be directed to: [info@accesemployment.ca](mailto:info@accesemployment.ca).

## **8. No warranties**

THE SITE AND ITS CONTENT ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEMS INTEGRATION, ACCURACY, AND NON-INFRINGEMENT, ALL OF WHICH ACCES EXPRESSLY DISCLAIMS. ACCES DOES NOT ENDORSE AND MAKE ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF THE CONTENT, AND ACCES WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ANY FAILURE OR DELAY IN UPDATING THE SITE OR ANY CONTENT. ACCES MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE USE OF THE CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR ANY RESULTS OR OTHER CONSEQUENCES OF ACCESSING THE SITE AND USING THE CONTENT, AND FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY ACCESS, DOWNLOAD OR OTHERWISE OBTAIN IS FREE OF VIRUSES OR ANY OTHER HARMFUL COMPONENTS.

## **9. Governing Law**

To the fullest extent permitted by law, these Terms of Use shall be governed by the laws having application in the Province of Ontario without reference to its choice of law rules. You irrevocably attorn to the exclusive jurisdiction of the courts in the Province of Ontario. If an applicable law is in conflict with any part of the Terms of Use, the Terms of Use will be deemed modified to conform to the law. The other provisions will not be affected by any such modification.

## **10. Separate Agreements**

You may have other agreements with ACCES. Those agreements are separate and in addition to these Terms of Use. These Terms of Use do not modify, revise or amend the terms of any other agreements you may have with ACCES or general terms of use for other products and services provided by ACCES.

## **11. No Professional Advice**

The Content on the Site is for information purposes only. It is believed to be reliable, but we do not warrant its completeness, timeliness, accuracy or applicability to individual circumstances and should not

be construed as legal, accounting and other professional advice. User accesses, uses, and relies upon such Content and the Site at user's own risk. Please seek the advice of professionals as necessary regarding the evaluation of any content on the Site.

## **12. Limitation of Liability**

YOUR USE OF AND ACCESS TO THE SITE AND ACCESS TO AND USE OF ANY OF ITS CONTENT IS AT YOUR OWN RISK. ACCES SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO, USE OF OR RELIANCE ON THE SITE AND ITS CONTENT (EVEN IF ACCES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OR THAT ARISE IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM THE USER, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION OR DELIVERY, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORISED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, PROGRAMS OR FILES, INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE WEBSITE OR VIRUSES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORISED ACCESS TO THE SITE OR THE CONTENT.

## **13 Privacy Policy**

ACCES takes your privacy seriously. Any personal information submitted on or collected through the Site is subject to our [Privacy Policy](#), the terms of which are incorporated by reference herein.

To access certain sections of the Site and provide you with its Content and services, ACCES may ask you to register and provide personal information, such as your e-mail address, name or telephone number. In addition, ACCES may collect information about your interaction with the Site. For example, ACCES may collect certain standard information that your browser sends to the Site, such as your IP address, browser type and language, access times and referring web site addresses. ACCES collects and uses such information to operate and improve the Site. ACCES may hire other companies to provide limited services on its behalf, such as hosting websites. Such service providers will be permitted to obtain only the personal information they need to deliver the service. They are required to maintain the confidentiality of any personal information and are prohibited from using it for any other purpose.

Our Site may also use cookies. A cookie is a tiny element of data that a website can send to an individual's browser, which may then be stored on their hard drive so that the website can recognize them when the individual returns to the particular website. We may use cookies to deliver Content according to the individual's preferences. If an individual's browser settings do not accept cookies from our Site, they may not be able to take advantage of all of the features of the Site.

We use "Google Analytics" to collect information about use of the Site. Google Analytics is a web analytics service that uses cookies to track information about the use of the Site such as how often users visit the sites, what pages they visit when they do so, and what other websites they used prior to coming to the Site. This information is used to improve the Site. Google Analytics only collects the IP addresses assigned to you on the date you visit the Site, rather than your name or other identifying information about an

individual. Information collected through the use of Google Analytics is not combined with personally identifiable information. Google's ability to use and share information collected by Google Analytics about your visits to the Site is restricted by the Google Analytics Terms of Use and the Google Privacy Policy. Google Analytics stores information on servers in the United States and the governments, courts or law enforcement, or regulatory agencies of the United States may be able to obtain disclosure of personal information through the laws of the United States. You can prevent Google Analytics from recognizing you on return visits to the Site by disabling cookies on your browser. If you choose, you can opt out by turning off cookies in the preferences settings in your web browser. For more information on Google Analytics, please visit: <http://www.google.com/analytics/>.

Except as described herewith and its Privacy Policy available here, ACCES will not disclose your personal information to third parties and/or affiliates without your consent.

#### **14. Indemnity**

You agree to defend, indemnify, and hold ACCES, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, licensors and suppliers, harmless from and against any claims, actions or demands, loss, liabilities, expense and settlements including without limitation, reasonable legal and accounting fees, due to or arising out of or alleged to result from or in connection with, your violation of these Terms of Use.

#### **15. Changes to Terms**

ACCES may, at any time, for any reason and without notice at its sole discretion, suspend, modify, supplement, delete, update, remove portions or make any changes to (i) this Site, including its look, feel, format, and Content, including restricting the use or accessibility of the Site and/or certain Content at any time, or (ii) the products and/or services as described on the Site. By your continuing use of the Site, you will be deemed to have accepted such changes. ACCES may change these Terms of Use by posting a notice on the Site.

#### **16. English only**

These terms of use are provided in English only. Les conditions d'utilisation sont fournies seulement en anglais.

Copyright © 2018 by (A.C.C.E.S.) Accessible Community Counselling and Employment Service ("ACCES"). All rights reserved worldwide.

For more information, send questions and comments to [info@acesemployment.ca](mailto:info@acesemployment.ca)