

## TERMS OF USE

**Last Modified:** March 13, 2024

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.**

Union Powered Inc. (“**UPI**”, “**we**”, “**us**”) develops and provides access to certain software, websites, applications and online services, including Union Powered (“**UP**”) together with any additional services, that can be used to manage and connect union associations with their members (the “**Services**”). Your use of the Services is subject to (i) the master subscription agreement in force and effect between us and your respective union association for which you are a member, and (ii) these terms of use (“**Terms**”). Throughout these Terms, the words “**you**” and “**your**” refer to the user of the Services.

By accepting these Terms, you agree to be bound by and comply with these Terms. **If you do not accept and agree to be legally bound by and comply with these Terms, you may not access or otherwise use the Services.**

**Note that these Terms are subject to the laws of the place where you live, and some of them might not be binding on you under those laws.**

### **1. Scope**

These Terms shall apply to any and all use of the Services by you, regardless of the type of device used to access, use or view the Services. By accepting these Terms, by clicking a box indicating acceptance or by accessing or otherwise using the Services, you agree to be bound by these Terms and agree to access or otherwise use the Services in accordance with these Terms.

### **2. Modifications**

UPI may, in its sole discretion, from time to time, and for any reason, modify, supplement or amend these Terms without any notice or liability to you or any other person. The most current version of the Terms will supersede all previous versions. Your continued access to and/or use of the Services signifies your acceptance of any revised Terms.

UPI also reserves the right at any time to modify or discontinue the Services or any of its features or functionalities, in whole or in part, without notice, and UPI will not be responsible or liable to you or any other person or entity for any loss or damage of any kind incurred as a result of any such modification or discontinuance.

### **3. Accounts**

In order to access or utilize certain aspects of the Services, you may be required to establish and maintain an account (your “**Account**”). Based on the information provided by your respective union association, you will receive a link via email requesting you to claim and set-up your Account. Your Account may be accessed only by use of your login name and password. You are solely responsible and liable for any use or misuse of your Account, login name and password, and for all activities that occur under them. For security reasons, you should keep your login name and password confidential, and not disclose them to any person, or permit any other person to use them. All Accounts remain the property of UPI, and may be cancelled or suspended by UPI at any time, without liability to you or any other person. We are not under any obligation to verify the actual identity or authority of the user of any login name or password.

You should immediately notify UPI of any unauthorized use of your Account, login name or password, or if you know or suspect that your login name or password has been lost or stolen, has become known to any other person, or has been otherwise compromised. We are not responsible for your failure to do so, or for any delay in suspending your Account following your notice. You agree to fully cooperate with UPI to remedy any issues related to the suspected or actual unauthorized use of your Account.

Without limiting the foregoing, you also hereby acknowledge, agree, warrant and represent to UPI that:

- a) your Account information will be complete and accurate at all times;
- b) you shall be responsible for all acts or transactions that occur through or in relation to your Account, including for ensuring the accuracy, reliability or completeness of any and all information you upload, post, submit or otherwise transmit through or to your Account; and
- c) UPI reserves the right, in our sole and absolute discretion and at any time, although we are under no legal obligation to do so, to monitor, edit or otherwise remove, without any notice and without obligation or incurring any liability, any Account or User Content (defined below) uploaded, posted, submitted or otherwise transmitted through UP or by using the Services.

You understand and agree that UPI may contact you if you “opt-in” to receive information from UPI, including news, product launches and promotions, even in the event your Account has been terminated, provided you have not expressly withdrawn your consent to receive such communication. You may unsubscribe from receiving such messages at any time.

#### **4. User Content**

Certain features and/or portions of UP or the Services, may (or may in the future) require or permit you to provide support requests, suggestions and feedback to us (the “**User Content**”).

By using the Services, you are giving UPI permission to use any User Content you upload, post publicly, submit or otherwise transmit through or to UP. Without limiting the foregoing, by using the Services you:

- a) hereby grant and agree to grant to UPI a worldwide, perpetual, irrevocable, transferable, sub-licensable, fully paid-up, royalty-free, non-exclusive license to use the User Content; and
- b) hereby unconditionally waive and agree to unconditionally waive all moral rights in and to all User Content that you upload, post, submit or otherwise transmit through or to the UP in favour of UPI.

If you provide ideas, suggestions, concepts, or proposals relating to the Services (the “**Feedback**”), you grant us and agree to grant us a non-exclusive, perpetual, irrevocable, worldwide, sub-licensable, transferable, fully paid-up and royalty-free right and license to make, use, sell, market, have made, offer to sell, import, reproduce, publicly display, transmit, distribute, modify, publicly perform, and otherwise exploit such Feedback, in whole or in part, for any purpose, including combining the Feedback with other materials and/or products and making derivative works of or alterations to the Feedback in any manner or format whatsoever, without any reference, obligation, or remuneration to you. All de-identified/aggregated Feedback shall be deemed non-confidential to you. You shall not provide any Feedback you have reason to believe is or may be subject to the intellectual property claims or rights of a third party. For greater certainty, this means that, among other things, UPI may use any and all ideas you submit (including ideas about our mobile applications, subscription packages or plans, services, publications or campaigns, templates, formats or any other works produced or used in relation to the Services), in a de-identified/aggregated manner, to improve the improve the quality and functionality of our products or services, or to develop new ones.

## **5. Protection of Data**

Without limiting the generality of these Terms, your use of the Services is also subject to the terms of UPI's privacy policy, available on UPI's websites (www.unionpowered.ca or www.unionpowered.com) or within your UP account (the "**Privacy Policy**"), which is incorporated into these Terms. Please read the Privacy Policy carefully. The most recent version of the Privacy Policy will be posted on our website and shall apply to your use of the Services. By accessing or otherwise using the Services you signify that you have read, fully understand and agree to be legally bound by the Privacy Policy.

## **6. Links**

The Services may contain links to websites that are independently owned and operated by third parties. These websites may have their own privacy policies or terms and conditions that are not governed by these Terms. UPI is not responsible for the privacy practices or the content of any website(s) owned and operated by third parties and links or references to third party websites do not imply the endorsement or approval of such websites, products, services or publications by UPI.

## **7. Restrictions**

Without limiting anything else in these Terms, except as expressly permitted by these Terms, you agree that you shall not:

- a) use, copy, modify, download or transfer the Services, in whole or in part;
- b) reverse engineer, disassemble, decompile, disclose, modify, copy or create adaptations of derivative works of or from the Services, including without limitation, to derive or attempt to derive, or permit or help others to derive or duplicate, or determine the source code relating to the Services;
- c) sell, assign, transfer, license, sublicense, distribute, loan, lease, share, sublease, mortgage, pledge or encumber the Services, or take any other action that could jeopardize the UPI's rights or interests in the Services;
- d) alter, remove or destroy any proprietary markings or confidentiality legends or notices placed upon or contained within the Services; design software with similar or competitive functionality with the Services;
- e) use the Services: (i) to defraud any third party; (ii) to distribute obscene or other unlawful materials or information; and/or (iii) to disseminate or encourage conduct that could constitute a criminal offence or give rise to any form of liability;
- f) disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to gain unauthorized access to any portion of the Services;
- g) collect information about others without their consent;
- h) upload, post, email, transmit or otherwise make available any User Content that you do not have the right to disclose or make available; and/or
- i) authorize or assist any third party to do any of the foregoing.

## **8. Intellectual Property Rights**

UPI reserves all rights in the Services and any intellectual property rights related to the Services or reserved by UPI. Without limiting the generality of the foregoing, you hereby acknowledge and agree that:

- a) UPI retains all rights, ownership, title and interest in and to the Services, improvements, documentation, and any of UPI's intellectual property rights;
- b) your use of the Services does not grant you any ownership or other rights in the Services and nothing in these Terms or the provision of Services shall be construed as conferring on you or any other person any license under any of UPI's or any third party's intellectual property rights in the Services. Any rights not expressly granted to you in these Terms are expressly reserved by UPI;
- c) any configuration, implementation, modification or deployment of the Services shall not affect or diminish UPI's rights, title and interest in and to the Services;
- d) nothing contained herein shall be construed so as to restrict the right of UPI or its affiliates to grant any rights in the Services to other parties; and
- e) the structure, organization and source code of the Services, including UP, are the valuable trade secrets and proprietary confidential information of UPI and its licensors. You agree not to provide or disclose to any third party any such confidential information that is or that may be contained in and/or derived from the Services.

For the purposes of this Section 8, "intellectual property rights" refer to any right that is or may be granted or recognized under any Canadian or foreign legislation regarding patents, inventions, copyrights, neighbouring rights, moral rights, trade secrets, trade-marks, trade names, service marks, industrial designs, mask works, integrated circuit topography, privacy, publicity, celebrity and personality rights, and any other statutory provision or legal principle regarding intellectual and industrial property, whether registered or unregistered, and including rights in any application, registration, renewal, or extension for any of the foregoing.

## **9. Termination.**

UPI, in its sole discretion, reserves the right to cancel, terminate, restrict or suspend your access to the Services, with or without notice to you, for any reason whatsoever, and without any liability or obligation to you or any third party. If UPI cancels, terminates, restricts or suspends your access to the Services due to UPI's reasonable belief that you are in violation of these Terms and/or any applicable laws, such cancellation, termination, restriction, suspension or deletion are in addition to, and not in lieu of, any rights and remedies available to UPI under these Terms or any applicable laws. Your obligations under these Terms, including any indemnifications, warranties and limitations of liability, remain in effect following any such cancellation, termination, restriction, suspension or deletion.

## **10. Disclaimer**

ANY AND ALL INFORMATION OBTAINED FROM OR PROVIDED THROUGH THE SERVICES IS FOR INFORMATIONAL PURPOSES ONLY, IS NOT INTENDED TO PROVIDE LEGAL ADVICE OR A SPECIFIC RECOMMENDATION AND SHOULD NOT BE RELIED UPON IN THAT OR ANY OTHER REGARD. YOUR RELIANCE ON ANY INFORMATION OBTAINED FROM OR PROVIDED THROUGH THE SERVICES IS SOLELY AT YOUR OWN RISK. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL UPI OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY FOR DECISIONS MADE OR ACTIONS TAKEN BY YOU AS A RESULT OF USING THE SERVICES.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" BASIS. UPI EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND RELATING TO THE SERVICES OR TO ANY MATERIALS, CONTENT, INFORMATION, PRODUCTS, OR SERVICES AVAILABLE THROUGH THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR

PURPOSE, QUIET ENJOYMENT, TITLE AND NON-INFRINGEMENT. IN ADDITION, UPI MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE REGARDING THE AUTHENTICITY, ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS, USEFULNESS, SECURE NATURE, OR AVAILABILITY OF THE MATERIALS, SOFTWARE, SOUND, TEXT, GRAPHICS, LINKS OR INFORMATION IN THE SERVICES, OR THAT THE FUNCTIONS CONTAINED IN OR PERFORMED OR PROVIDED BY THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR MEET YOUR REQUIREMENTS. NO ORAL OR WRITTEN INFORMATION GIVEN BY UPI SHALL CREATE A WARRANTY.

**11. Limitation of Liability.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UPI SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR PERSONAL INJURY, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES, WHETHER OR NOT RESULTING FROM OR ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, FUNDAMENTAL BREACH, MISREPRESENTATION, OR OTHERWISE) EVEN IF UPI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL UPI'S AGREGATE LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) OR OTHER AMOUNTS EXCEED FIFTY DOLLARS (\$50.00).

FOR THE PURPOSES OF THIS SECTION 11, "UPI" SHALL INCLUDE UPI'S AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, AND ASSIGNS AND THOSE OF ITS AFFILIATES.

**12. Indemnity.**

To the maximum extent permitted by applicable law, you agree to indemnify, defend (at UPI's option) and hold UPI harmless from any and all claims, losses, liabilities, damages, suits, actions, costs, penalties and demands, including reasonable legal fees, arising out of or relating to: (a) your access to or use or misuse of the Services; (b) your violation of any applicable laws in connection with your use of the Services; (c) a breach of these Terms; (d) any misrepresentation made by you; and (e) the infringement by you of any intellectual property or other right of any person or entity.

For the purposes of this Section 12, "UPI" shall include UPI's affiliates, directors, officers, employees, agents, contractors, successors, and assigns and those of its affiliates.

**13. General**

13.1 Relationship Between the Parties. These Terms or your use of the Services do not create a partnership, franchise, joint venture, co-ownership, agency, fiduciary, or employment relationship between the you and UPI.

13.2 Governing Law. These Terms, including the Privacy Policy, your use of the Services, and all related matters shall be governed by the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein, without regard to the conflicts of law provisions of any jurisdiction. You hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario in relation to all disputes arising from or related to these Terms, including the Privacy Policy, your use of the Services and any related matters.

- 13.3 Entire Agreement. These Terms and the documents referenced herein constitute the entire agreement between the parties with respect to the subject matter herein, and supersede any prior understandings and agreements between the parties with respect to the subject matter hereof.
- 13.4 Severability. If any provision of these Terms are held invalid or unenforceable by any court having competent jurisdiction, such provision shall be enforced to the maximum extent permitted by applicable law, and the remaining provisions of these Terms shall continue in full force and effect.
- 13.5 Waiver; Assignment. No failure to exercise or waiver of any provision of these Terms shall be deemed to be a further or continuing waiver of such provision or any other provision of these Terms. These Terms are binding upon you, your heirs, executors, beneficiaries, successors and assigns and you may not assign these Terms to any other party without UPI's prior written consent, which consent may be withheld in its sole and absolute discretion.
- 13.6 Language. The parties have requested that these Terms and all documents contemplated by these Terms be drawn up in English. Les parties aux présentes ont exigé que cette entente et tous autres documents envisagés par les présentes soient rédigés en anglais.
- 13.7 Customer Service. You will direct to UPI, at the address set out below, any question, complaint or claim you may have (or any claims of any third party) relating to the Services or your possession and/or use of the Services, including: (a) product liability claims; (b) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation:

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