ONLINE JOB BOARD TERMS OF SERVICE

Last updated: April 14, 2020

Please read these Online Job Board Terms of Service carefully. These Terms of Service are a legally binding contract between you and Supply Chain Management Association (operating as Supply Chain Canada) (the “SCC”, “we”, “our” or “us”). These Terms of Service govern your access and use of SCC’s online job board located at https://www.supplychaincanada.com/workforce-marketplace (the “Site”) and all associated services provided through the Site or otherwise described in these Terms of Service (collectively, the “Services”). The Site and the Services are collectively referred to as the “Job Board”.

By accessing or using the Job Board you agree to be bound by these Terms of Service. If you disagree with any of these Terms of Service you must not access or use the Job Board.

Please note that:

- All of the information users post to the Job Board will be publicly available.

- The Job Board is a passive conduit for the publication of Job Postings or Responses (as defined below), and SCC is not responsible for the contents or accuracy of Job Postings or Responses. SCC does not endorse any content that appears on the Job Board. SCC does not verify the identity, authority or capabilities of any user.

- Your reliance on any content, Job Posting or Response is at your own risk.
  
  o You are responsible for your decision to communicate with, or make or accept any offer of employment or other engagement with, any person via the Job Board.
  
  o You are responsible for conducting any background checks or other screening in connection with any such employment or engagement.
  
  o You are responsible for any contracts you enter as a result of your communications with any other user of the Job Board. SCC is not a party to those arrangements.

- Although SCC does not screen content posted on the Job Board or users of the Job Board, SCC reserves the right to remove any content and/or terminate any user’s access to the Job Board in its sole discretion.

If you are entering into these Terms of Service on behalf of an organization, you represent that you have the authority to bind such organization to these Terms of Service, in which case “you” or “your” will refer to such organization.

Please read SCC Privacy Statement available at https://www.supplychaincanada.com/privacy, which describes how SCC collects, uses, and discloses personal information.

You must be 18 years of age or the age of majority as defined in your jurisdiction, in order to use the Job Board.
SCC may update these Terms of Service at any time, without notice to you, and you should review these Terms of Service from time to time by accessing the Site. Your continued use of the Job Board will be deemed acceptance of any such revisions. Before you continue, you should print and/or save a local copy of these Terms of Service for your records.

1. **Job Board Users**

1.1 The Job Board enables users that are searching for employment opportunities (“**Job Seekers**”) to post and make available information about their interest and capabilities, with a view to receiving communications from Employers.

1.2 The Job Board also enables users seeking to employ or otherwise engage individuals (“**Employers**”) to post information about those opportunities including skill requirements (“**Job Posting**”) and receive a list of Job Seekers whose posted information appears to match the Job Posting, with a view to communicating with those Job Seekers.

2. **User Registration and Accounts**

2.1 All persons who wish to use the Job Board must register for an online account to the Job Board (an “**Account**”). Your Account, together with any or other information you provide in connection with the Job Board (such as your name, contact information, skills and credentials or available opportunity) will form your “**Profile Information**”. You will provide true, accurate, current and complete information about yourself, and you agree not to misrepresent your Profile Information.

2.2 Your right to access and use the Job Board is personal to you and is not transferable by you to any other third party. You are responsible for maintaining the confidentiality of your Account log-in credentials. You agree not to disclose your Account log-in credentials to any third party. You are solely responsible for all activities that occur under your Account. If you become aware of any unauthorized use of your Account you agree to notify SCC immediately. It is your responsibility to update or change your Account or Profile Information, as appropriate.

3. **Submission of Your Content**

3.1 The Job Board enables you to provide or upload content to the Job Board which is accessible to other users, including but not limited to messages, text, images, graphics, Job Postings, Responses, and other information or content (collectively, “**Your Content**”). You are solely responsible for all Your Content you submit, provide or upload and the consequences for submitting, providing or uploading it.

3.2 By uploading or otherwise providing any of Your Content on or through the Job Board, you grant to SCC a perpetual, worldwide, non-exclusive, royalty-free license to use, reproduce, process, modify, publish, communicate and make available to the public, and display all or any portion of such Your Content in connection with providing the Services to you. This license includes the right to host, index, cache or otherwise format Your Content in order to provide the Services.

3.3 You represent and warrant that you (a) own Your Content or have the necessary licenses, rights, consents and permissions to grant the license set forth above and for SCC to make use of Your
Content consistent with these Terms of Service; (b) that the provision of Your Content to SCC and SCC’s use thereof will not violate the intellectual property rights or other rights of any third party; and (c) that Your Content is accurate, complete and not misleading, and that you will update it to ensure it continues to be accurate, complete and not misleading.

3.4 SCC is not responsible for maintaining or storing any of Your Content, including any information in regard to Job Postings, and that you are responsible for your own compliance with any applicable record retention requirements.

4. Monitoring; Acceptable Use and Conduct

4.1 Although SCC has no obligation to review any content, Job Postings and Responses, to the extent that SCC becomes or is made aware of any content, Job Posting or Response that may or does (i) violate the terms of these Terms of Service or any other agreement you may have with SCC; (ii) violate any applicable laws; (iii) violate the rights of third parties; or (iv) create liability for SCC or otherwise negatively impact SCC, SCC may suspend or terminate any Account or any other user’s access to the Job Board.

4.2 You agree that you will not or permit any third party to, directly or indirectly, use the Job Board in a manner that (including by publishing or making available Your Content):

(a) infringes, violates or misappropriates any third party’s intellectual property or proprietary rights;

(b) introduces software viruses, Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(c) is misleading, deceptive or fraudulent or otherwise illegal or promotes illegal activities, including engaging in phishing or otherwise obtaining financial or other personal information in a misleading manner or for fraudulent or misleading purposes;

(d) is libelous or defamatory, or that is otherwise threatening, abusive, violent, harassing, malicious or harmful to any third party, or is invasive of another’s privacy;

(e) is hateful or discriminatory based on race, colour, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age or is otherwise objectionable, as reasonably determined by SCC;

(f) impersonates an SCC employee, or any other person, or falsely states or otherwise misrepresents your affiliation with any third party, or to obtain access to the Job Board or a portion thereof without proper authorization;

(g) interferes or attempts to interfere with the proper working of the Job Board or prevents others from using the Job Board, or that otherwise negatively affects other persons’ ability to use the Job Board;

(h) uses any manual or automated means, including agents, robots, scripts, or spiders, to monitor or copy the Job Board or the content contained therein;

(i) includes personal or identifying information about another person in a manner that employs misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Your Content transmitted through the Job Board to users;
(j) constitutes or contains any form of advertising or solicitation to users who have requested not to be contacted about other services, products or commercial interests or constitutes spamming;
(k) collects, uses or discloses data, including personal information, about users without their informed consent or for unlawful purposes or in violation of applicable law or regulations;
(l) posts adult or pornographic content;
(m) decompiles or reverse engineers or attempts to access the source code of the software underlying the Site, the Services;
(n) copies, archives, stores, reproduces, rearranges, modifies, downloads, uploads, creates derivates works from, displays, performs, publishes, distributes, redistributes or disseminates all or any part of the Job Board;
o) accesses the Job Board for the purposes of building a product using similar ideas, features, functions, interface or graphics as those found in the Job Board; or
(p) accesses the Job Board for the purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

5. Intellectual Property Rights

5.1 All material available on the Job Board and all material and Services provided by or through SCC, its affiliated institutes, and their respective employees, agents, licensors or other commercial partners including, but not limited to, software, all informational text, software documentation, design of and “look and feel”, layout, photographs, graphics, design and functions, files, documents, images, or other materials, whether publicly posted or privately transmitted as well as all derivative works thereof (collectively, the “Materials”), are owned by us or our licensors or service providers, and are protected by copyright, trademark, trade secret and other intellectual property laws.

5.2 Subject to your compliance with all of the terms and conditions of these Terms of Service, during the term of these Terms of Service, you may access and view the Materials that we make available to you on the Job Board, on a non-transferable, non-exclusive, and revocable basis, solely as such Materials are made available to you. You are not permitted to download, copy or otherwise store any Materials.

5.3 If SCC, in its sole discretion and without notice, considers that there is an immediate security or operational risk to the Job Board or any of its, your or third party systems, then SCC may immediately suspend access to or use of the Job Board or any part thereof. SCC has no liability to you for suspending the Site and/or Services under this provision or otherwise.

5.4 This Section 7 does not apply to Your Content.

6. Disclaimer of Warranties

6.1 Your use of the Job Board and all content forming part of or related to the Job Board are at your sole responsibility and risk. The Job Board is provided on an “as is” and “as available” basis. SCC expressly disclaims all representations, warranties, and conditions of any kind with respect to the Job Board, whether express or implied, including, but not limited to, any implied warranties, conditions, or any other implied terms, including of merchantability, fitness for a particular
purpose, non-infringement, accuracy, completeness, performance, system integration, quiet enjoyment, title, non-infringement or the results you may obtain by using the Job Board.

6.2 SCC makes no representations or warranties of any kind regarding: (a) the validity, accuracy, reliability, quality, or completeness of any information provided on or through the Job Board; or (b) content, Responses, Job Postings or any other third party products or services offered or displayed on the Job Board. SCC disclaims any liability or responsibility for any unauthorized use of Your Content by users of the Job Board, or other third parties and is not responsible for protecting Your Content.

6.3 SCC disclaims any warranty, condition, or other term that the Job Board or any content, including without limitation any third party software and content, will meet your requirements or will be secure or error-free, or that the systems used to provide the Job Board are free of viruses or other harmful components. You agree that from time to time SCC may cease providing the Job Board for indefinite periods of time without notice to you. Your access and use of the Job Board may be interrupted from time to time for any reason.

7. Limitation of Liability

7.1 You agree that, under no legal theory, including, but not limited to negligence, breach of warranty or condition, breach of contract, or tort, will SCC or its institutes, or their respective officers, directors, affiliates, contractors, employees or agents, be liable to you or any third party acting on your behalf for any indirect, incidental, special, consequential, punitive, or exemplary damages or damages for loss of profits, goodwill, use, data, intangible losses (even if SCC has been advised of the possibility of such damages), arising from or relating to these Terms of Service or your use of (or your inability to use) the Job Board, or for any damages arising from or related to the Job Board. SCC’s maximum aggregate liability from all claims under or related to these Terms of Service or the Job Board is limited to fifty Canadian dollars (CAD $50). To the extent any applicable law does not allow the exclusion or the limitation of liability for consequential or incidental damages, SCC’s liability will be limited to the furthest extent permitted by law. Notwithstanding the foregoing or anything else herein to the contrary, SCC will not be liable to you or any third party acting on your behalf in any way with respect to your provision of an individual’s personal information to SCC. You further agree that the foregoing limitations will apply with respect to third party liability of any kind.

7.2 You agree that SCC will not be responsible or liable for any loss or damage of any kind incurred by Employers, Job Seekers, other users of the Job Board, or any third party in connection with or relating to the Job Postings or other products or services provided or offered by users, including without limitation any loss or damage which may result from any agreement, employment or otherwise between Employers, Job Seekers, or any other user of the Job Board.

8. Indemnity

You agree to indemnify, defend and hold harmless SCC and its institutes, and their respective officers, directors, affiliates, contractors, employees or agents (together, the “Indemnified Parties”), from and against any all expenses, claims, demands, losses, damages, costs, or liability (including, reasonable lawyer’s fees) incurred by or made against the Indemnified Parties in connection with any third party-claims arising out of or relating to: (a) your use, non-use or misuse
of, the Job Board or any of Your Content, including your Profile Information and any third party Your Content forming; (b) your violation or alleged violation of these Terms of Service; or (c) your violation of any rights, including intellectual property rights, of a third party. SCC reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify SCC and you agree to cooperate with SCC’s defense of these Claims. You agree not to settle any matter without the prior written consent of SCC. SCC will use reasonable efforts to notify you of any such Claims upon becoming aware of it. SCC holds the benefit of the other Indemnified Parties under this indemnity in trust for such persons.

9. Termination

9.1 SCC may at any time, and without cost, charge or liability, terminate these Terms of Service or cease providing the Job Board (or any part of the Job Board) at its sole discretion for any reason, including, but not limited to, a failure to comply with the terms of these Terms of Service. SCC may modify, suspend or discontinue the Job Board, or any portion thereof, at any time and for any reason, with or without notice.

10. Miscellaneous

10.1 These Terms of Service will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of laws principles, and you irrevocably consent to submit to the exclusive jurisdiction of the courts in Toronto, Ontario for any claim, proceeding or action under these Terms of Service against SCC. Notwithstanding the foregoing, SCC may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction and you agree that these Terms of Service are specifically enforceable by SCC through injunctive relief and other equitable remedies without proof of monetary damages.

10.2 If any portion of these Terms of Service is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, these Terms of Service as a whole will not be deemed unlawful, void or unenforceable, but only that portion of these Terms of Service that is unlawful, void or unenforceable will be stricken from these Terms of Service.

10.3 You agree that if SCC does not exercise or enforce any legal right or remedy which is contained in these Terms of Service (or which SCC has the benefit of under any applicable law), this will not be taken to be a formal waiver of SCC rights and that those rights or remedies will still be available to SCC.

10.4 Those provisions of these Terms of Service that by their terms survive, or by their nature are intended to survive the termination of these Terms of Service, will survive any termination of these Terms of Service and remain in full force and effect.

10.5 These Terms of Service are the entire agreement between you and SCC related to the Job Board, and replace any other prior or contemporaneous agreement, representation or discussion, oral or written, and may not be changed except in writing signed by us, regardless of whether or not the parties act under an unsigned “electronic” agreement or rely on such an unsigned agreement.

11. Contacting SCC
You may contact SCC by email at info@supplychaincanada.com or by mail at:
Supply Chain Canada
1 Dundas Street West, Suite 2704, P.O. Box 64
Toronto, Ontario
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