



# Canadian Business Resilience Network Small Business Relief Fund

## Grant Program Terms and Conditions

Last Updated Date: May 29, 2020

The Canadian Chamber of Commerce (“**Company**”, “**we**” or “**us**”) manages certain grant programs (the “**Grant Program**”) funded by third-party grant providers (each, a “**Grant Provider**”, and together with Company, the “**Program Entities**”) to support eligible small businesses that need assistance due to the adverse economic effects of the Coronavirus (COVID-19) on their small business.

PLEASE READ THESE GRANT PROGRAM TERMS (“**GRANT TERMS**”) CAREFULLY.

These grant terms are a legal contract between you and the program entities and govern your application to and participation in the Grant Program (collectively, the “**Services**”). By clicking on the “I accept” button and/or submitting an application for the Grant Program, you represent and warrant that:

- 1) you have read, understand, and agree to be bound by these grant terms and by all the decisions of the program entities and any judges, compliance committees, selection committees or other program officials appointed by the program entities relating to the Grant Program and the award of grants, which shall be final in all respects;
- 2) you are at least eighteen (18) years of age and the age of majority in your jurisdiction of residence;
- 3) you are not a current or former government official or a household member or family member (as defined below) of a government official;
- 4) you are neither located nor conducting business in a country that is subject to comprehensive sanctions (currently Cuba, Iran, North Korea, Sudan, Syria, Venezuela, and Crimea region of Ukraine), nor are you listed or deemed included on any denied or sanctioned party listing published by U.S., Canadian, UK, or EU governmental authorities; and
- 5) you have the authority to enter into these grant terms personally or as a “**representative**” of the small business entity for which you are submitting an application, and legally bind that entity (and be bound) to comply with these grant terms.

**IF YOU DO NOT AGREE TO BE BOUND BY THESE GRANT TERMS, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICES OR OTHERWISE PARTICIPATE IN THE GRANT PROGRAM.**

Please be aware that Section 10 of these grant terms below contains provisions governing how claims that you and we have against each other are resolved, including, without limitation, any claims that arose or were asserted prior to the effective date of these terms. In particular you will only be permitted to pursue claims and seek relief against us on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding.

Your use of, and participation in, certain Services may be subject to additional terms, including, without limitation certain Grant Provider terms, and the [Grant Program Privacy Policy](#) (collectively, "**Supplemental Terms**").

If these Grant Terms are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. These Grant Terms and any applicable Supplemental Terms are collectively referred to herein as the "**Terms**."

PLEASE NOTE THAT THE TERMS ARE SUBJECT TO CHANGE BY THE PROGRAM ENTITIES IN THEIR SOLE DISCRETION AT ANY TIME. When changes are made, Company will make a new copy of the Grant Terms available on the Website and any new Supplemental Terms will be made available from within, or through, the affected Service on the Website. We will also update the "Last Updated" date at the top of the Grant Terms. The Program Entities may require you to provide consent to the updated Terms in a specified manner before further use of the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), the Program Entities may, at their sole discretion, require you to stop using the Services. Otherwise, your continued use of the Services or participation in the Grant Program constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS. THE GRANT PROGRAM IS SUBJECT TO ALL APPLICABLE LAWS AND REGULATIONS AND IS VOID WHERE PROHIBITED.

## **1. Company Services.**

**1.1 Generally.** The Services allow eligible small businesses ("**Applicants**") to apply to the Grant Program. During the application process, Company will ask Applicants questions to determine their eligibility for the Grant Program. We partner with Grant Providers to provide you with the grant, but we are not a financial institution (*i.e.*, we are not a bank or a lender).

**1.2 Eligibility.** The Grant Program is intended to help support certain small businesses in Canada that need assistance due to adverse economic effects of Coronavirus (COVID-19). To be eligible for the Grant Program, Applicants may be required to successfully pass a background check. Applicants must be a for-profit business that:

- a) is currently a member in good standing of a chamber of commerce, board of trade or a business or industry association that is a member of the Canadian Business Resilience Network;

- b) from March 1, 2020 to the time of application submission employed no fewer than two (2) and no more than fifty (50) full or part-time employees;
- c) is not a non-resident of Canada for purposes of the *Income Tax Act* (Canada);
- d) is registered, incorporated or continued pursuant to legislation of Canada or a province or territory of Canada;
- e) has been negatively affected by Coronavirus (COVID-19);
- f) has not received more than \$1,000 in non-governmental grants related to Coronavirus (COVID-19);
- g) is not subject to (i) proceedings under the Bankruptcy and Insolvency Act (Canada) or the Companies' Creditors Arrangement Act (Canada), or (ii) any statutory or judicial liens or encumbrances;
- h) as of March 1, 2020 did not have outstanding debt exceeding \$100,000 (excluding debt related to the business's lease or mortgage, current payroll, accounts receivable credit line, or venture debt);
- i) does not promote, sell, or advertise any products, ideas, or services that fail to comply with all applicable laws, acts, regulations, rules and ordinances;
- j) is not under current governmental investigation nor currently a party to a civil or criminal matter;
- k) has not been held liable or convicted in a civil or criminal matter;
- l) has been in continuous operation for two years prior to March 1, 2020;
- m) maintains a website and/or other digital presence;
- n) reported annual revenue between \$150,000 CAD and \$5,000,000 CAD in its return of income, provided pursuant to the *Income Tax Act* (Canada), for its most recently completed fiscal year-end;
- o) is not owned (in whole or in part) by any individuals who are an employee of the Program Entities (including the Program Entities' respective subsidiaries and affiliates (as defined in the *Canada Business Corporations Act*)) or a person engaged in the administration, selection or judging process for this Grant Program, nor any family members or household members of same; and
- p) has not at any point for two years prior to March 1, 2020 employed:
  - i. any individuals who are or were an employee of the Program Entities (including their respective subsidiaries and affiliates (as defined in the *Canada Business Corporations Act*));
  - ii. anyone involved in administering the Grant Program; or
  - iii. any family or household members or household members of the same

(collectively, those items set out in (a) through (p) shall hereafter be referred to as the "**Eligibility Requirements**").

The Program Entities may update the Eligibility Requirements at any time, at their sole discretion. For purposes of this Grant Program, the term “**family members**” is defined as any spouse, partner, parent, legal guardian, child, sibling, grandparent, grandchild, or in-law.

**1.3 No Guarantees for Applicants.** Use of the Services does not guarantee that an Applicant will qualify to participate in the Grant Program and receive a grant, and/or that an Applicant will be approved for a grant in a certain amount. A determination of eligibility does not automatically result in approval for a grant and not all eligible Applicants may receive grants. In order to determine if you meet the eligibility requirements, the Company will ask you for certain historical and financial information which we may share with Grant Providers and/or potential third-parties. By submitting responses to such information, you acknowledge and agree that we may perform, and/or use such information to have one or more third parties perform a background check, and that Applicant's background check may be used to verify eligibility to participate in the Grant Program and to confirm your identity to avoid fraudulent transactions in your name.

**1.4 Application Data.** In completing and submitting an application to participate in the Grant Program, Applicant agrees to:

- a) provide true, accurate, current and complete information about the Applicant as prompted by the Company; and
- b) maintain and promptly update any such data or information, as necessary, to keep it true, accurate, current and complete.

If any information Applicant provides is untrue, inaccurate, not current or incomplete, we have the right to terminate your application for the Grant Program and/or your access to the Services, and may withhold any awarded funds. In addition, in such an event, Applicant agrees to return to Company any previously awarded funds. When you submit an application for the Grant Program, you agree to cooperate in the application process, including, without limitation, by submitting all required documentation in a timely manner, and, if needed, to obtain information we may need from third parties. As the Applicant, you acknowledge and agree that our ability to facilitate the processing of the grant and participation in the Grant Program depends on such cooperation.

**1.5 Sharing of Information.** In order to facilitate the Grant Program, Applicant directs Company to disclose, exchange and otherwise provide to Grant Providers; Grant Program selection committee or compliance committee members; and/or other service providers of the Company or Grant Provider any and all information collected by us for the purpose of administering, evaluating your ability to qualify for, judging your application for, and/or otherwise carrying out any aspect of, the Grant Program.

Please review the [Grant Program Privacy Policy](#) or contact us as set forth in Section 10.5 below if you would like more details regarding our use of your personal information in connection with the Grant Program.

**1.6 Agreement to Additional Terms.** If you are approved to participate in the Grant Program, you may be required to enter into additional agreements or supplementary terms as a condition of receiving further consideration for an award.

**1.7 Grant Awards.** After the application window has closed, Company's selection and compliance committees will review properly submitted applications and recommend grant awards for qualifying eligible businesses. Decisions to make awards and regarding the amount of awards will be made by the Company's selection committee members in their sole discretion based on their assessment of overall impact and need. Applicant understands that all determinations of whether Applicant meets the Eligibility Requirements, and all decisions regarding applications, awards, and award amounts are final, and are not subject to any appeal or contest. Applicant agrees to accept the decision of the Program Entities, including, without limitation, the Company's compliance and selection committees, and agrees that the Program Entities are not obligated to give any information related to their decision on whether Applicant qualifies and can participate in the Grant Program, nor the decision on how much money or services to grant.

**1.8 Use of Grant Funds.** Applicant will not use funds provided under the Grant Program:

- a) for the purpose of furthering any business activity relating to the production, development, promotion sale or distribution of:
  - i. illegal recreational drugs, or unsafe supplements;
  - ii. weapons, ammunition, or explosives;
  - iii. adult products or services;
  - iv. penny auctions;
  - v. multilevel marketing models;
  - vi. third-party infringement payday loans;
  - vii. paycheque advances;
  - viii. discriminatory advertising;
  - ix. religious advertising;
  - x. social issues, elections or politics;
  - xi. lotteries;
  - xii. real money gambling;
  - xiii. illegal products or services; or

- b) in any manner that would constitute bribery, an illegal kickback, an illegal campaign contribution, or any other violation of applicable anti-corruption, political activity, economic sanctions, or other laws.

(collectively, those items in (a) and (b) above are hereafter referred to as "**Grant Restrictions**")

Applicant understands and agrees that it will, as a condition of receiving a grant, be required to maintain adequate records to substantiate its compliance with the Grant Restrictions, and to make records pertaining to its use of the grant funds available to Company or Grant Provider at reasonable times for review and audit.

### 1.9 Taxes.

- a) To the fullest extent allowable under applicable law, all Taxes, as well as any expenses arising from acceptance or use of the grant award and not specified in the Terms as being provided as part of the Grant Program, are your sole responsibility.
- b) For the purposes of the Terms, "**Taxes**" means all taxes, surtaxes, duties, levies, imposts, fees, assessments, reassessments, withholdings, dues and other charges of any nature, imposed or collected by any governmental authority (including, without limitation, the Canada Revenue Agency ("**CRA**")), whether disputed or not, including federal, provincial, territorial, state, municipal and local, foreign and other income, franchise, capital, real property, personal property, withholding, payroll, health, transfer, value added, alternative, or add on minimum tax including HST/GST, sales, use, consumption, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, education, business, school, local improvement, development and occupation taxes, duties, levies, imposts, fees, assessments and withholdings and Canada Pension Plan and Québec Pension Plan contributions, employment insurance premiums and all other taxes and similar governmental charges, levies or assessments of any kind whatsoever imposed by any governmental authority including any installment payments, interest, penalties or other additions associated therewith, whether or not disputed.
- c) Prior to receiving any Grant award, you will provide to the Program Entities a properly completed CRA Income Tax return provided pursuant to the *Income Tax Act* (Canada), for the Applicant's most recently completed fiscal year-end, or other substantive proof on annual revenue as applicable.
- d) The Program Entities will be entitled to deduct and withhold from any funds granted pursuant to the Grant Program such amounts as are required to be deducted and withheld under law with respect to the making of payment of Taxes. To the extent that

amounts are so withheld, such withheld amounts shall be treated as having been paid to the person in respect of whom such deduction and withholding was made.

- e) Regardless of any action any party takes with respect to any applicable Taxes, or other payments, if any, that arise upon the payment of the grant ("**Tax-Related Items**"), you acknowledge and agree that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and may exceed the amount (if any) actually withheld by the Program Entities. You agree to make adequate provision for (and indemnify the Program Entities and each of their respective subsidiaries and affiliates) any Tax-Related Items. You further acknowledge and agree that you are solely responsible for filing all relevant documentation that may be required in relation to the grant, or any Tax-Related Items, other than filings or documentation that are the specific obligation of the Program Entities pursuant to applicable laws, such as, but not limited to, corporate income tax returns or reporting statements in relation to the grant.

You further acknowledge that the Program Entities:

- i. Make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the grant; and
- ii. Do not commit to and are under no obligation to structure the terms of the grant to reduce or eliminate your liability for Tax-Related Items, or achieve any particular tax result.
- iii. If you become subject to Tax-Related Items in more than one jurisdiction, you acknowledge and agree that the Program Entities may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

## 2. Ownership.

**2.1 Services.** Except with respect to the information or data you submit through the Services (collectively, "**Your Data**"), you agree that Company and its suppliers own all rights, title and interest in the Services. You will not remove, alter, modify, reverse engineer, or obscure any IP Rights incorporated in or accompanying the Services. Company shall retain all IP Rights in the Services or any modifications thereto (whether such modifications are made by you or Company). For purposes of the Terms, "**IP Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

**2.2 Licence to Your Data.** You grant the Program Entities a non-exclusive and fully sublicensable right and licence to use, distribute, market (in accordance with Section 2.3), and reproduce Your Data (in whole or in part) for the purposes of operating and providing the Services. You agree that you, not Company, are responsible for all of Your Data that you make available on or in the Services.

**2.3 Publicity Rights.** The Program Entities may develop promotional and marketing materials regarding Applicant's participation in the Grant Program or Services provided hereunder. The Program Entities may use Applicant's name and its trademark as a reference both publicly and privately, without limitations, in the Program Entities' marketing and promotional materials, including, but not limited to, press releases, newsletter articles, website references, and email. Applicants may be required to sign a publicity release acknowledging the publicity rights set forth in this Section.

**3. User Conduct. You agree that you will not, under any circumstances:**

- a) Submit any knowingly false or misleading information to the Program Entities;
- b) Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- c) Attempt to access or use another user's Third Party Account without authorization;
- d) Create or use a false identity;
- e) Intentionally or unintentionally violate any applicable local, provincial, national or international law or regulation, or any order of a court;
- f) Make available any data, information, or content that infringes the rights of any person or entity; or
- g) Upload, post, email, transmit or otherwise make available any material that contains software viruses 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.

**4. Indemnification.**

You agree to indemnify and hold the Program Entities, and each of their respective parents, subsidiaries, affiliates, officers, directors, employees, agents, representatives, partners and licensors (collectively, the "**Program Party(ies)**" or "**Indemnified Party(ies)**") harmless from and against any and all claims, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of:

- a) Your Data, including, without limitation, any inaccuracies therein;
- b) Your violation of the Terms;
- c) Your violation of any rights of another party (including, without limitation, infringement of IP Rights); or
- d) Your violation of any applicable laws, rules or regulations.

The Indemnified Parties reserve the right, at each of their own cost, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the applicable Indemnified Party in asserting any available defences. This provision does not require you to indemnify any of the Indemnified Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with any Services provided hereunder. You agree that the provisions in this Section will survive any termination of your Third Party Account, the Terms, or your access to Services.

## **5. Disclaimer of Warranties and Conditions.**

**5.1 As-Is.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO ITS USE OR ENJOYMENT.

COMPANY HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL CONDITIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY MAKES NO CONDITION OR WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY OTHER COMPANY OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET YOUR OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL OPEN-SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY CONDITION, REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN-SOURCE COMPONENTS AND THIRD-PARTY MATERIALS

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COMPANY OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

**5.2 No Liability For Conduct Of Third Parties.** YOU ACKNOWLEDGE AND AGREE THAT THE INDEMNIFIED PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE INDEMNIFIED PARTIES LIABLE, FOR THE CONDUCT OR INFORMATION OF THIRD PARTIES. WE ARE NOT LIABLE FOR THE ACCURACY OR QUALITY OF ANY THIRD-PARTY SERVICES OR INFORMATION.

## **6. LIMITATION OF LIABILITY.**

**6.1 DISCLAIMER OF CERTAIN DAMAGES.** IN NO EVENT WILL COMPANY, THE PROGRAM ENTITIES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, DISTRIBUTORS, RE-SELLERS, CONTRACTORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THE TERMS OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY (A) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (B) LOSS OF GOODWILL OR REPUTATION, (C) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY SOFTWARE OR OPEN-SOURCE COMPONENTS OR OTHER THIRD-PARTY MATERIALS, (D) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (E) COST OF REPLACEMENT GOODS OR SERVICES, OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AGGRAVATED, PUNITIVE OR EXEMPLARY DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

**6.2 CAP ON LIABILITY.** IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY, THE PROGRAM ENTITIES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, DISTRIBUTORS, RE-SELLERS, CONTRACTORS, SERVICE PROVIDERS OR SUPPLIERS ARISING OUT OF OR RELATED TO THE TERMS, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED \$100. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**6.3 BASIS OF THE BARGAIN.** THE LIMITATIONS OF DAMAGES SET FORTH IN THIS SECTION 7 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN AMONG THE COMPANY, THE PROGRAM ENTITIES AND YOU.

## **7. Release.**

THE APPLICANT HEREBY WAIVES, RELEASES, COVENANTS NOT TO SUE, AND DISCHARGES THE COMPANY, THE PROGRAM ENTITIES AND THEIR RESPECTIVE CORPORATE PARENTS, SUBSIDIARIES, AFFILIATED COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THE EMPLOYEES, REPRESENTATIVES, AGENTS, DIRECTORS, OFFICERS, SUCCESSORS AND ASSIGNS OF ALL OF THE FOREGOING (COLLECTIVELY, "**RELEASED PARTIES**") FROM ANY AND ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY KIND (COLLECTIVELY, "**CLAIMS**") ARISING OUT OF OR RELATED TO THE GRANT PROGRAM OR USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY INTERACTIONS WITH OR CONDUCT OF OTHER USERS OR THIRD-PARTY WEBSITES OF ANY KIND ARISING IN CONNECTION WITH OR AS A RESULT OF THE TERMS OR YOUR PARTICIPATION IN THE GRANT PROGRAM OR USE OF SERVICES.

THE FOREGOING RELEASE, WAIVER, AND COVENANT NOT TO SUE, INCLUDES, BUT IS NOT LIMITED TO, CLAIMS ARISING UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT LIABILITY, OR ANY OTHER THEORY.

## **8. Remedies.**

**8.1 Violations.** If a Released Party(ies) becomes aware of any possible violations by you of the Terms, the Program Entities reserve the right to investigate such violations. If, as a result of the investigation, a Released Party(ies) believes that criminal activity has occurred, the Program Entities reserve the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. The Program Entities are entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in Services, including, without limitation, Your Data, in Company's possession in connection with your use of Services, to:

- 1) Comply with applicable laws, legal process or governmental request;
- 2) Enforce the Terms;
- 3) Respond to any claims that Your Data violates the rights of third parties;
- 4) Respond to your requests for customer service; or
- 5) Protect the rights, property or personal safety of the Program Entities, its users or the public, and all enforcement or other government officials, as the Program Entities in their sole discretion believes to be necessary or appropriate.

**8.2 Breach.** In the event that the Program Entities determine, in their sole discretion, that you have breached any portion of the Terms, or have otherwise demonstrated conduct inappropriate with respect to the Services, the Program Entities reserve the right to:

- a) Delete any of Your Data provided through the Services;
- b) Terminate your pending application(s) if you are an Applicant;
- c) Discontinue your access to any Services; and/or
- d) Pursue any other action which the Program Entities deem to be appropriate.

Any Applicant who receives an award under the Grant Program agrees to return to the Program Entities any grant money awarded if Applicant breaches the Terms.

## **9. Term and Termination.**

**9.1 Term.** The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Services, unless terminated earlier in accordance with the Terms.

**9.2 Prior Use.** Notwithstanding the foregoing, if you used the Services prior to the date you accepted the Terms, you hereby acknowledge and agree that these Terms commenced on the date you first used the Services (whichever is earlier) and will remain in full force and effect while you use Services, unless earlier terminated in accordance with the Terms.

**9.3 Termination of Services by You.** The Terms will remain in full force and effect until your Third Party Account is terminated as provided herein, or you email the Company at [BizResilience@CBRN.ca](mailto:BizResilience@CBRN.ca).

You may delete your Third Party Account at any time, for any reason by emailing [BizResilience@CBRN.ca](mailto:BizResilience@CBRN.ca).

**9.4 Effect of Termination.** Termination of any Service includes removal of access to such Service and barring of further use of the Service. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Data associated therewith from our live databases. Company will not have any liability whatsoever to you for any suspension or termination, including, without limitation, for deletion of Your Data. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including, without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

**9.5 No Subsequent Registration.** If your registration(s) with or ability to access Services, or any other Company community is discontinued by Company due to your violation of any portion of the Terms, then you agree that you shall not attempt to re-register with or access Services or any Company community through use of a different member name or otherwise. In the event that you violate the immediately preceding sentence, Company reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

## **10. General Provisions.**

**10.1 Governing Law and Dispute Resolution.** The Grant Program, the Services and any dispute arising under or related thereto (whether for breach of contract, tortious conduct, or otherwise) will be governed by the laws of the Province of Ontario, Canada, without giving effect to its conflicts of law or choice of law principles or rules that would cause the application of the laws of any other jurisdiction. Any legal actions, suits or proceedings related to the Grant Program (whether for breach of contract, tortious conduct, or otherwise) will be brought exclusively in the provincial or federal courts located in or having jurisdiction over Ottawa, Ontario, Canada, and each Applicant accepts and submits to the personal jurisdiction of those courts with respect to any legal actions, suits or proceedings arising out of or related to the Grant Program. Except where prohibited by law, any and all disputes, claims, and causes of action between an applicant and a Program Party arising out of or connected with the Grant Program or these Terms must be resolved individually, without resort to any form of class action.

**10.2 Electronic Communications.** The communications between you and Company and/or Grant Provider use electronic means, whether you visit the Services or send emails to

Company or Grant Provider, or whether Company and/or Grant Provider posts notices on Services or communicates with you via email. Data rates may apply for each email sent or received. Your mobile telephone provider may not carry the services necessary to communicate with the Program Entities regarding this Program. Applicants should consult their wireless provider's pricing plans prior to participation in this Program. For contractual purposes, you:

- 1) Consent to receive communications from Company and/or Grant Provider in an electronic form; and
- 2) Agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company and/or Grant Provider provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

**10.3 Assignment.** The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

Applicants agree to not damage or cause interruption of the Grant Program and/or prevent others from participating in the Grant Program. The Program Entities reserve the right to restrict or void participation from any IP address, email address or domain, device, or other designator or identifiable source if any fraudulent or harmful participation is suspected, as determined by the Program Entities in its sole discretion. The Program Entities further reserve the right to disqualify any Applicant who they believe has attempted to tamper with or impair the administration, security, fairness, or proper operation of the Grant Program.

ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GRANT PROGRAM MAY VIOLATE CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, THE PROGRAM ENTITIES MAY DISQUALIFY ANY PARTICIPANT OR APPLICANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

**10.4 Force Majeure.** Without limiting any other provision in the Terms, the Program Entities are not responsible or liable to any Applicant (or any person claiming through such Applicant) for delay or failure to perform its obligations hereunder in the event that any of the Program Entities' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Program Entity (as determined by such party in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any

kind, work slowdown, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

**10.5 Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to Services, please contact us at: [BizResilience@CBRN.ca](mailto:BizResilience@CBRN.ca). We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

**10.6 Notice.** Where Company requires you to provide an email address, you are responsible for providing Company with your most current email address. In the event that the last email address you provided to Company is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, Company's dispatch of the email containing such notice will nonetheless constitute effective notice. You may give notice to Company at the following e-mail address: [BizResilience@CBRN.ca](mailto:BizResilience@CBRN.ca). Notice shall be deemed to have been duly given on the first business day following successful email transmission to Company.

**10.7 Waiver.** Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**10.8 Severability.** If any portion of the Terms is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

**10.9 Entire Agreement.** The Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.