

TERMS OF USE/USER AGREEMENT

Effective date: November 20, 2017

USER AGREEMENT

This User Agreement (the “**Agreement**”) is a legal agreement between you as a customer of Crawford Compliance Inc. , a Contractor (as defined below) or another User (as defined below) (collectively, “**you**”) and Crawford Compliance Inc. (“**Crawford Compliance**” “**us**” or “**our**”) respecting your use of the Crawford Compliance software applications and services as described herein and on Crawford Compliance’s website available at www.crawfordcompliance.ca, www.trackercentral.com or www.crawfordlms.com and all other websites owned and operated by Crawford Compliance and all subdomains of www.crawfordcompliance.ca, www.trackercentral.com or www.crawfordlms.com (collectively, the “**Website**”).

BY USING THE SOFTWARE (AS DEFINED BELOW) OR ANY OF THE SERVICES (AS DEFINED BELOW), YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

If you have any questions or concerns about the terms of this Agreement, please contact us at support@crawfordcompliance.ca.

1. Definitions

1.1 In this Agreement, in addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

(a) “**Authorized User**” means a person purchasing or subscribing for Services and who is designated as a customer or authorized user herein or in a Supplemental Agreement or pursuant to any Supplemental Terms.

(b) “**Contractor**” means a supplier or proposed supplier of goods and services to an Authorized User.

(c) “**Hiring Client**” means a person who has or may hire a Contractor to provide such person goods and services.

(d) “**Services**” means the services provided from time to time via Crawford Compliance’s digital technology platform that is accessible via the Internet or the Software. Such services currently include, without limitation: (i) providing Authorized Users with the ability to manage their Contractors through the utilization of Crawford Compliance’s vetting services; (ii) providing Authorized Users the ability to assign, track and manage tasks to be completed by Contractors to or employees of Authorized Users; (iii) providing Contractors the opportunity to register with Crawford Compliance and submit documentation for the certification of Contractors with Authorized Users; and (iv) providing Contractor information to or limited access to such information to Hiring Clients; such Services may include access to the Software and Crawford Compliance’s websites and related support services systems, as may be updated or modified from time to time.

(e) “**Software**” means the Crawford Compliance software applications that a User can use on a computer or supported mobile device in order to access and use the Services; the Software may be downloaded or accessed on the Internet.

(f) “**User**” means a Contractor, Authorized User, visitor to the Website or other user of the Website or Services.

2. Scope of this Agreement; Modification of this Agreement

2.1 Supplemental terms may apply to your use of the Services or the Software, such as use policies or terms related to certain features and functionality, which may be modified from time to time (“**Supplemental Terms**”). In addition your use of the Services or the Software may be subject to the terms of a master services agreement and/or one or more sales contracts (collectively, “**Supplemental Agreements**”). You may be presented with certain Supplemental Terms from time to time. Supplemental Terms and the terms of any Supplemental Agreements are in addition to, and shall be deemed a part of, this Agreement. Supplemental Terms and the terms of any Supplemental Agreements shall prevail over this Agreement in the event of a conflict.

2.2 Crawford Compliance, in its sole and absolute discretion, may change this Agreement and any Supplemental Terms, at any time, and such changes shall be effective immediately upon posting to the Website or the Software. You acknowledge and agree that: (i) Crawford Compliance may, but is not obligated to, notify you of such changes by posting them to the Website and/or the Software; and (ii) your use of the Software or any of the Services after such changes or modifications have been made (as indicated by the effective date noted at the top of this page) shall constitute your acceptance of this Agreement as last revised. If you do not agree to such amended Agreement, then: (i) you must immediately stop using the Software and all of the Services; and (ii) if you have an account, you must immediately delete your account. Subject to the terms of any Supplemental Agreement, you always have the right to cancel the Services at any time if changes to this Agreement are not acceptable to you; however, payments made for Subscription Services (as defined below) are non-refundable (see Section 7). If you elect not to cancel the Services and delete your account after receiving our notice of a change, your continued use and receipt of Services will constitute acceptance of the changed agreement.

3. The Services

3.1 Subject to your compliance with this Agreement and your payment of any applicable fees, Crawford Compliance grants you a non-transferable, non-exclusive, worldwide right to access and use the purchased Services during the subscription term set out in any Supplemental Terms that apply to you and/or Supplemental Agreements between you and Crawford Compliance.

3.2 Subject to the terms of any Supplemental Agreement, Crawford Compliance reserves the right to change, suspend or discontinue the Services at any time, including the availability of any feature, functionality or account access offered by Crawford Compliance. Subject to the terms of any Supplemental Agreement, Crawford Compliance may also impose limits on the Services and/or terminate or restrict your access to parts or all of the Services without notice or liability. Subject to the terms of any Supplemental Agreement, you acknowledge that Crawford Compliance reserves the right to charge for any portion of the Services and to change its fees (if any) from time to time in its discretion on a prospective basis.

3.3 In order to use the Services, you must:

- (a) provide up-to-date, complete and accurate registration information;
- (b) if required by Crawford Compliance, provide up-to-date, complete and accurate credit card information for a credit card that is valid and legally registered to you, or otherwise pay in full or guarantee payment for the Services; and
- (c) be at all times in compliance with the terms and conditions of this Agreement and applicable law.

You specifically agree that Crawford Compliance may rely on the accuracy of the information provided by you to Crawford Compliance, and that Crawford Compliance will have no liability whatsoever,

whether to you or to any third party, for any claims or damages resulting from inaccurate information provided to Crawford Compliance.

3.4 Crawford Compliance may provide you with certain information to allow you to use the Services, such as a user ID and a password or the ability to create a user ID and/or password (the “**Access Information**”). The Access Information is provided on the understanding that it is personal to you; you will not permit anyone other than you to obtain access to the Services using the Access Information. Crawford Compliance is not responsible or liable in any way for any use of the Services (authorized or unauthorized) by any party accessing the Services using your Access Information, and you accept all responsibility for such use of the Services and any consequences resulting from such use of the Services.

3.5 Use of the Services may contain references to third parties, links to third party websites or documents, and may incorporate information obtained from third parties. All such references, links and information are provided “AS IS”. As such third party information (including those made by users of the Services) is not under the control of Crawford Compliance, Crawford Compliance is not responsible or in any way liable for their contents, including without limitation their accuracy, reliability or legality. Under no circumstance will Crawford Compliance be liable for any loss or damage caused by your reliance on information, products or services obtained through the Services or a third party linked website. You are responsible for viewing and abiding by the privacy statements and terms of use posted at any third party website accessed through the Services and/or any other agreements entered into between you and such third party.

3.6 As part of providing certain Services to you, Crawford Compliance may collect data related to your usage of the Software and Services for future use in providing Services to you and to other users. You acknowledge and agree that an integral part of the Services entails the collection of information and data respecting your use of the Services to enable Crawford Compliance to better provide Services to you and to other users. Crawford Compliance may provide such information and data to third parties, subject to Crawford Compliance’s Privacy Policy (as defined below).

4. Contractors

4.1 If you are a Contractor who will be submitting information to Crawford Compliance (including information regarding Hiring Clients), you represent and warrant that the Information submitted (and which may be submitted in the future) by you to Crawford Compliance, which includes statements and documents and may include personal information, is and shall be accurate, up-to-date, complete and submitted in compliance with privacy and other applicable laws, and does not and shall not infringe any rights relating to personal privacy or publicity under the laws of Canada, the United States, the United Kingdom, the European Union or elsewhere. You agree to indemnify, defend and hold harmless Crawford Compliance from any and all losses, claims, damages, liabilities and expenses, including reasonable fees of legal counsel, arising out of or relating to any fraud by you or violation by you of any law or governmental rule or regulation or right of any entity or individual arising thereunder. With respect to Hiring Clients, you represent and warrant that such Hiring Client has authorized you in writing to provide information regarding the Hiring Client to Crawford Compliance and such Hiring Client has agreed, in accordance with applicable law, to being contacted by Crawford Compliance in respect of the Services.

4.2 You grant Crawford Compliance the right, without charge to Crawford Compliance, to collect, verify, compile, organize and analyze information relating to you (in raw or processed form, the “**Information**”) and generate, use and distribute the Information, subject to the limitations set forth in this Agreement.

4.3 Crawford Compliance may use and share Information provided by you to Crawford Compliance in connection with the following purposes.

- (a) To communicate with you using your contact information.
- (b) To obtain and verify Information.
- (c) To disclose such Information to Authorized Users or other Users as part of the Services.
- (d) To be included in a services registry to assist those using the Services in identifying and contacting prospective suppliers, contractors and vendors.
- (e) To operate the Services and to offer other services to you.
- (f) To aggregate information – for example, to create and publish industry statistics.
- (g) To respond to court orders or legal process; to protect Crawford Compliance’s rights in lawsuits with third parties, or as applicable, you; to prevent harm to any person; or as otherwise required by law or governmental order.
- (h) To protect Crawford Compliance’s rights, such as if Crawford Compliance finds that your actions constitute improper use of Crawford Compliance’s website or the Services or violate this Agreement.

4.4 YOU ACKNOWLEDGE THAT CRAWFORD COMPLIANCE MAKES NO REPRESENTATION OR WARRANTY THAT ANY AUTHORIZED USER WILL APPROVE YOU AS A SUPPLIER, CONTRACTOR OR POTENTIAL SUPPLIER OR CONTRACTOR, NOR AS TO ANY FUTURE ACTION OR REQUIREMENT OF ANY AUTHORIZED USER.

5. Your Use of the Services

5.1 You agree that:

- (a) You will not permit anyone other than you, as an individual, to obtain access to the Services through your Crawford Compliance account or otherwise using your Access Information, and will only use the Services in accordance with this Agreement and applicable law;
- (b) You will be solely responsible for all activities with respect to the Services undertaken by you;
- (c) You represent and warrant that you have the right and the authority to enter into this Agreement and to use the Services, and will provide accurate information to Crawford Compliance;
- (d) You will not in any way use the Services to transmit harassing, abusive, libelous, illegal or deceptive messages or information, or to commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious acts;
- (e) You will not alter, modify, delete or otherwise interfere with or in any manner compromise the Services or Software or any content accessible through the Services;
- (f) You will not, and shall not permit any other Person to, directly or indirectly do any of the following:
 - (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying algorithms of the Services;
 - (ii) modify, translate or create derivative works based on any portion of the Services;
 - (iii) use any of the Services for timesharing or service bureau purposes;
 - (iv) publish or disclose to any person evaluations of the Services;
 - (v) tamper with the security of any portion of the Services;
 - (vi) knowingly access data on or available through the Services not intended for You;

(vii) attempt to probe, scan or test the vulnerability of any portion of the Services or to breach the security or authentication measures without the written consent of an authorized Crawford Compliance representative; (viii) violate any then applicable local, provincial, state, federal or foreign law, treaty, regulations, or convention; and/or (ix) create, solicit, transmit, upload or publish any comment, request, suggestion, proposal, image, data file or other communication which: (a) violates any rights of others, including infringement of any IP Rights; (b) contains or embodies any computer virus, harmful component or corrupted data; (c) adversely affects the performance or availability of any of the Services; (d) is used to impersonate any Person, including Crawford Compliance personnel; or (e) encourages any other customer of Crawford Compliance to patronize any competing service; and

(g) You will cooperate with Crawford Compliance and provide information requested by Crawford Compliance to assist Crawford Compliance and/or relevant authorities in investigating or determining whether there has been a breach of this Agreement or applicable law.

Without limiting the foregoing, you agree not to violate any applicable laws, the rights of others, or the operational and security mechanisms of the Services.

6. The Software

6.1 Crawford Compliance hereby grants you a personal, non-exclusive, revocable, non-transferable license to use the Software in accordance with the terms of this Agreement, solely for the purposes of using the Services.

6.2 You shall not:

(a) copy, reproduce, modify, enhance, improve, alter, reverse engineer, disassemble, deconstruct, translate, decrypt, reverse compile or convert into human readable form the Software or any part thereof;

(b) distribute, assign, license, sublicense, lease, rent, transfer, sell or otherwise provide access to the Software, in whole or in part, to any third party on a temporary or permanent basis;

(c) remove, deface, cover or otherwise obscure any proprietary rights notice or identification on the Software (including without limitation any copyright notice);

(d) copy any written materials accompanying any portion of the Software unless specifically authorized in writing to do so by Crawford Compliance; or

(e) use the Software in any way inconsistent with the use parameters for the Services;

For the purposes of this provision “copy or reproduce” shall not include copying of statements and instructions of the Software during program execution when used in accordance with and for the purposes described in the user documentation or in the course of making backups of the computer or system on which the Software is installed, in accordance with industry standard business practices.

6.3 You hereby represent and warrant that: (i) you are not located in a country that is subject to a Canadian or U.S. Government embargo, or that has been designated by the Canadian or U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any Canadian or U.S. Government list of prohibited or restricted parties.

7. Fees for Services and Payment

7.1 You agree to pay all applicable fees in connection with the Services selected by you. Subject to the terms of any Supplemental Agreement, you must provide Crawford Compliance with a current, valid,

accepted method of payment (as such may be updated from time to time, "**Payment Method**") in order to purchase fee-based Services, including, but not limited to, Subscription Services (as defined below).

7.2 Subject to Section 7.8, Crawford Compliance reserves the right to change its price list and to institute new charges at any time upon notice to you, which notice may be provided by means of updates on the Website or the Services. Subject to the terms of any Supplemental Agreement, your use of the Services following such changes constitutes your acceptance of any new or increased charges.

7.3 We will bill all fees, including, but not limited to, for Subscription Services, to your Payment Method. Unless you choose to store your information for Payment Method with Crawford Compliance, you will be required to re-enter your Payment Method each time that you make a purchase with Crawford Compliance. You must be authorized to use the Payment Method that you enter. Payments may be processed by us or by our third party billing and payment processing providers (each, a "**Billing Provider**"). By making a purchase, you authorize Crawford Compliance and/or the Billing Provider (as the case may be) to charge your designated Payment Method for all purchases made by you. When you provide Crawford Compliance with your information about your Payment Method, that information, potentially along with other personal information about you, may be shared with the Billing Provider for the purposes of processing your payments. You hereby consent to our disclosure of your information (including, but not limited to, personal information) to the Billing Provider for the foregoing purposes. You further acknowledge and agree that the Billing Provider may also collect from you information about you and the collection and use of such information will be subject to the terms of any agreements or policies put in place by such Billing Provider, which may be made available to you during the payment information registration process. You acknowledge and agree that Crawford Compliance shall have no liability to you in connection with the use and disclosure of your personal information when collected by the Billing Provider. You remain responsible for any uncollected amounts and authorize Crawford Compliance to continue billing the Payment Method, as it may be updated.

7.4 Where your Payment Method is rejected for any reason, you will also be responsible for any fees and charges associated with such rejection. The foregoing shall not limit Crawford Compliance's ability to exercise any rights available to it in law or equity respecting the collection of any amounts payable hereunder, and you shall also be responsible for paying for all reasonable fees and costs incurred by Crawford Compliance, including legal fees, in collecting any overdue amounts or enforcing any provision of this Agreement. In addition to any other rights and remedies available to Crawford Compliance, Crawford Compliance shall be entitled to charge interest on all outstanding amounts at the lesser of 1.5% per month or the maximum rate permitted by law, such interest commencing as of the due date for such payment.

7.5 Subscriptions to fee-based recurring Services ("**Subscription Services**") can be purchased by paying the applicable subscription fee for the Services and/or subscription period selected by you. More information regarding Subscription Services, subscription periods and fees are available through the Services.

7.6 Subject to applicable law, when you subscribe for a Subscription Service: (i) you are committing to subscribe for such Subscription Services for the entire subscription period selected by you; (ii) except as expressly set out in this Agreement, PAYMENTS ARE NON-REFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS (following any cancellation, however, you will continue to have access to the Subscription Services through the end of your current subscription period); and (iii) your payment for Subscription Services will AUTOMATICALLY RENEW at the end of the applicable subscription period, unless you choose to cancel and not renew your Subscription Service before the end of the current subscription period.

7.7 You may choose to cancel and not renew your Subscription Services for the next applicable subscription period at any time by following the cancellation instructions found at

www.crawfordlms.com. Cancellation will take effect the day after the last day of the current subscription period, and, effective upon cancellation, you will no longer be able to continue to use the cancelled Subscription Services. We may cancel your access to Subscription Services at any time if you fail to pay amounts owing when due, subject to any applicable grace periods, or for breach of any other material provision of this Agreement or for any other reason. In such case, you will still be responsible for payment of all outstanding balances accrued through that effective date of termination. You must comply with all of the terms and conditions of this Agreement or we may cancel your Subscription Services.

7.8 We may change the price for the Subscription Services from time to time, and will communicate any price changes to you in advance. Price changes for Subscription Services will take effect at the start of the next billing period following the date of the price change. You accept the new price by continuing to use the Services after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by unsubscribing from the Services prior to the price change going into effect. Please therefore make sure you read any such notification of price changes carefully.

7.9 From time to time, Crawford Compliance may offer trials of Subscription Services for a specified period without payment or at a reduced rate (a “Trial”). Crawford Compliance reserves the right, in its absolute discretion, to determine your eligibility for a Trial, and, subject to applicable law, to withdraw or to modify a Trial at any time without prior notice and with no liability, to the greatest extent permitted under the applicable law. For some Trials, we may require you to provide your payment details to start the Trial. AT THE END OF SUCH TRIALS, WE MAY AUTOMATICALLY START TO CHARGE YOU FOR THE APPLICABLE SUBSCRIPTION SERVICES AND/OR SUBSCRIPTION PERIOD ON THE FIRST DAY FOLLOWING THE END OF THE TRIAL FOR THE FULL SUBSCRIPTION, ON A RECURRING BASIS, THAT IS BASED ON THE SUBSCRIPTION PERIOD YOU SELECT WHEN YOU SIGN UP FOR THE TRIAL. BY PROVIDING YOUR PAYMENT DETAILS IN CONJUNCTION WITH THE TRIAL, YOU AGREE TO THIS CHARGE USING SUCH PAYMENT DETAILS. IF YOU DO NOT WANT THIS CHARGE, YOU MUST CANCEL THE APPLICABLE SUBSCRIPTION SERVICES OR TERMINATE YOUR ACCOUNT BEFORE THE END OF THE TRIAL BY CONTACTING US DIRECTLY. PLEASE SEE SECTION 15 FOR OUR CONTACT INFORMATION. SUBSCRIPTION SERVICES CANNOT BE TERMINATED BEFORE THE END OF THE PERIOD FOR WHICH YOU HAVE ALREADY PAID, AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE WILL NOT REFUND ANY FEES THAT YOU HAVE ALREADY PAID.

8. Privacy and Confidentiality

Your personal information will be handled in accordance with Crawford Compliance’s Privacy Policy. To view Crawford Compliance’s Privacy Policy, please visit the following link: www.crawfordlms.com (the “**Privacy Policy**”). You hereby consent to our collection, storage, use and disclosure of personal information in accordance with the Privacy Policy. The Privacy Policy may be updated from time to time at our discretion. Changes to the Privacy Policy will be effective when we post the changes to the Website or as otherwise provided for in the Privacy Policy. Notwithstanding the foregoing, Crawford Compliance reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

9. Intellectual Property Rights

You acknowledge that the Software is owned by Crawford Compliance, who retains all right, title and interest therein, and is protected by Canadian, U.S. and international copyright laws. You do not acquire any intellectual property or other proprietary rights under this Agreement, including without limitation any right, title or interest in and to patents, copyrights, trade-marks, industrial designs, confidential information, or trade secrets, whether registered or unregistered, relating to the Software, the Services, or any part thereof. Your only rights to the Software, the Services and any part thereof shall be those

rights expressly licensed or granted to you under Section 3.1, Section 6.1 and any Supplemental Agreements. Any rights not expressly granted under this Agreement are reserved.

10. Disclaimer of Warranties

The Software and Services are provided to you "AS IS" without warranty or conditions of any kind, whether express or implied, including, but not limited to, any implied warranties or conditions of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy. Crawford Compliance assumes no responsibility for any errors, omissions or inaccuracies whatsoever in the information provided through the Services or Software. Under no circumstances will Crawford Compliance be liable for any loss or damage caused by your reliance on information obtained through use of the Services or the Software. It is your responsibility to evaluate the accuracy, completeness and usefulness of any information provided, and use of the Services and Software is solely at your own risk. Crawford Compliance has no special relationship with or fiduciary duty to you, and you acknowledge that Crawford Compliance has no control over, and no duty to take any action regarding, any acts or omissions taken by you or any other user of the Services, including without limitation: (a) your use of Contractors identified through the Services; (b) what material or Information you or other Users access on or through the Services; or (c) how you or any other User may interpret or use materials or Information accessed through the Services. Some jurisdictions do not allow the exclusion of certain warranties, so the above limitations or exclusions may not apply to you.

11. Limitation of Liability

11.1 The only type of damages that can be recovered against Crawford Compliance arising from or related to this Agreement, including without limitation in relation to the provision of the Services, shall be your actual direct damages, if any, arising from Crawford Compliance's gross negligence or willful misconduct. Crawford Compliance's total aggregate liability relating to, arising out of, in connection with, or incidental to the services, and/or these terms of service, for any reason shall be limited to the actual direct damages incurred by you up to the greater of the fees for use of the services that you paid directly to Crawford Compliance in the twelve month period preceding the claim or one thousand dollars (\$1,000.00). Without limiting the foregoing, your only right with respect to any problems or dissatisfaction with the Software is to uninstall and cease use of such Software.

11.2 Except for the limited direct damages specified above, to the maximum extent permitted by law, in no event shall Crawford Compliance be liable for any damages whatsoever (including, without limitation, indirect, special, incidental, exemplary or consequential or punitive damages) whether or not such damages were foreseen or unforeseen including without limitation the use of or inability to use the Software or Services, even if Crawford Compliance has been advised of the possibility of such damages.

12. Indemnification

You agree to indemnify, defend and hold harmless Crawford Compliance, its parent, subsidiaries, affiliates, officers and employees, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of: (a) your access to the Services, the Software, and any content obtained by you through the Services or Software; (b) your use or misuse of the Services and/or Software; (c) any breach of this Agreement by you; or (d) your violation of any third-party rights or any applicable laws. Crawford Compliance reserves the right, at your expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Crawford Compliance, at your expense, in asserting any available defences.

13. Termination and Suspension

13.1 You may terminate this Agreement at any time upon notice to Crawford Compliance. Upon any termination of this Agreement for any reason (whether by you or by Crawford Compliance), you must cease all use of the Services and Software and destroy and/or permanently delete all copies of the Software in your possession.

13.2 Crawford Compliance reserves the right, in its sole and complete discretion, to revoke your authorization to use the Services at any time with or without cause, for any reason or no reason. Upon termination of your account, your right to use the Services, access any accounts through the Services and/or access any materials obtainable through the Services will immediately cease. Any fees paid by you are non-refundable. All restrictions contained in this Agreement shall survive the termination of your right to use the Services.

13.3 Without limiting other remedies, Crawford Compliance may limit your activity, warn other users of your actions, issue a warning, temporarily suspend, indefinitely suspend or terminate your account and refuse to provide Services to you if: (a) you breach this Agreement; (b) Crawford Compliance is unable to verify or authenticate any information you provide; or (c) Crawford Compliance believes that your actions may cause financial loss or legal liability for you, other users or Crawford Compliance.

13.4 The above-described actions are not Crawford Compliance's exclusive remedies and Crawford Compliance may take any other legal, equitable or technical action it deems appropriate in the circumstances. Crawford Compliance will not be liable for any damage caused by the termination of this Agreement.

13.5 All provisions of this Agreement, which by their nature should survive, shall survive termination of Services, including, without limitation, ownership provisions, your payment obligations, disclaimers, limitations of liability, indemnifications and Sections 1, 2, 3.5, 3.6, 4.1, 4.4, 6.2, 6.3, 7, 8, 9, 10, 11, 12, 13.4 and 14.

14. General Provisions

14.1 This Agreement and the documents referred to in this Agreement, including, without limitation, any Supplemental Terms and Supplemental Agreements constitute the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties. There are no provisions, representations, undertakings, agreements or collateral agreements between the parties other than as set out in this Agreement. The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

14.2 This Agreement is governed by the laws of the Province of Ontario, Canada, without regard to conflict of laws provisions, and you agree to submit to the exclusive jurisdiction of the courts located in the Province of Ontario, Canada. The parties expressly agree that neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement or to any contracts relating to goods or services obtained through the Website, the Services or the Software.

14.3 If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in full force and effect.

14.4 It is the express will of the parties that this Agreement and all related documents have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

14.5 If you are residing in a jurisdiction which restricts the use of internet-based applications according to age, or which restricts the ability to enter into agreements such as this Agreement according to age, and you are under such a jurisdiction and under such age limit, you may not enter into this Agreement and download, install or use the Software. Furthermore, if you are residing in a jurisdiction where it is forbidden by law to use Software or Services of this type, you may not enter into this Agreement and you may not download, install or use the Software. By entering into this Agreement you explicitly state that you have verified in your own jurisdiction if your use of the Software and Services is allowed.

15. Contact

If you have any questions regarding this Agreement, or if you have any questions, complaints, claims or other legal concerns relating to Crawford Compliance or its business, please contact Crawford Compliance at:

Crawford Compliance Inc.
539 Riverbend Drive
Kitchener, ON N2K 3S3
Phone:

Email: support@crawfordcompliance.ca