

## **TERMS OF USE**

Last update: 2016 June 3<sup>rd</sup>

Elite Management SST inc. ("**Élite**" or "**we**") is a company specialized in the Health & Safety pre-qualification and qualification of subcontractors. The **Élite** Website is available at the following address: <http://elitemanagementsst.com> (the "**Website**"). These Terms of Use and other Website policies or regulations, including, among others, but not limited to the Privacy Policy (collectively the "**Terms**") constitute a legal agreement between **Élite** and the organization and the respondent of the organization using or browsing the Website.

**Please read carefully all Conditions before any browsing, registration, transaction or contribution to the Website.**

### **1. Acceptance of the Terms and Conditions**

By using the Website, by registering or contributing to it, you agree to be bound by all the conditions and stipulations of the Terms. Access to and use of the Website is subject to full and unconditional compliance of these Terms of Use.

**If you do not wish to be bound by such contract or if you do not accept the Terms, you must not access nor use the Website.**

**Élite** may revise these Terms at its sole discretion by simply updating this page. It is your responsibility to review these Terms regularly to be aware of any changes that may be made to them.

Moreover, the first version of the Terms having been put online October 1, 2016 (the "**Date of posting**") or at a later date than the initial launch of the Website, you agree and acknowledge, when you initially accepted the Terms, that any use, any content contributed and any act or omission in relation to the Website that relates to a period prior to the launch date, is retroactively subject to these Conditions.

### **2. Who can be prequalified as a member of **Élite**?**

Prequalification as a member of **Élite** lets you create an account and be visible to all **Élite**'s clients (contractors).

Only organizations, contractors and subcontractors are allowed to create an account in order to prequalify as members of **Élite**. If you open an account on behalf of a company, organization or other entity, the term "you" refers to yourself as a person and entity mentioned. As such, you agree to provide the information that you have personal knowledge upon. You represent and warrant that

you are authorized to grant all permissions and licenses mentioned herein and to bind the entity as part of the Terms and Conditions that you accept on behalf of the entity.

### **3. Account as a member of Élite**

To use certain features of the Website and become a member of Élite, you must prequalify yourself by creating a user account. To create a user account, you must provide the following information:

- the name of your organization;
- the registered address of your organization;
- your organization's phone number;
- the email address of your organization;
- the number of permanent and temporary employees employed by your organization;
- the full name of the respondent organization; and
- a password.

You can also provide additional information to help us organize your profile and give you an improved and personalized user experience of the Website.

You are responsible for maintaining the confidentiality of your user account and password associated with it. In case the confidentiality of your user account would be compromised, you should notify Élite as soon as possible to avoid any fraudulent or unauthorized use of the latter. **Élite will not be held responsible for unauthorized use of your user account and you agree to bear all liability for any possible acts committed through the use of your user account.**

For any request of account termination or to report abuse or unauthorized use of your user account, please contact our Customer service.

### **4. Who can qualify for a mandate**

You must be prequalified to access the qualification for a specific mandate of any Élite's client. To qualify for a specific job, you must log into your account as a member of Élite. In the "Qualification" tab, you select the Élite's client for which to qualify.

It is your responsibility to understand the requirements associated with the mandate. If you want to qualify for the mandate, you must complete the qualification questionnaire. Élite is not in any way responsible for verifying the validity and veracity of any information provided by an organization to qualify for a specific mandate. If you are hiring or contracting with a qualified organization on the Website, you do so entirely at your own risk.

Your access to the questionnaire is valid for a period of ten (10) days. You can complete it at any time during this given period.

## **5. Pricing & Payment**

In return for prequalification as a member of Élite or qualification for a specific mandate, you must pay in full, at Élite, the price indicated on the invoice when you prequalify and create your user account or when you apply for qualification, as appropriate.

The prices displayed on the Website are subject to change without notice. Unless otherwise noted, prices do not include applicable sales taxes. All invoices are payable in Canadian dollars.

The payment of your subscription or purchase is made via the secure online payment system Stripe <https://www.stripe.com> ( " **Stripe** "). Élite meets the SSL secure communications protocols transmission standards, ensuring that your transaction will be transmitted securely. **Your payment for the prequalification or qualification is non refundable.**

The credit card information you provide to Élite when you subscribe is only used for transactions made on the Website. All personal information submitted at the time of your subscription, including your credit card number, are encrypted in addition to remain confidential, so they can not be intercepted. A small locked padlock appears at the bottom of the browser window and the URL address beginning with "https: //" instead of "http: //" indicates that the page on which you make your transaction is protected by the SSL protocol (*Secure Sockets Layer*). **Élite is not liable for payment problems related to the operation of the secure online payment system Stripe. Élite is not responsible nor warrant for any trade made through Stripe or arising in any manner whatsoever including, without limitation, any sum received in excess, fraud, lack of security or billing billing. If you experience any problem with the processing of your payment, please contact directly Stripe or your credit card provider.**

If you prefer to subscribe as a member of Élite by phone or mail, please contact our Customer service.

## **6. Confirmation of your subscription**

You will receive an email confirmation of your payment. Receiving this confirmation means that Élite has accepted your payment. Notwithstanding the foregoing, Élite reserves the right, in its sole discretion and at any time, to cancel, terminate or refuse any subscription to the Website and that, for any reason whatsoever. Élite may also require additional verifications or information before accepting any subscription. Élite will contact you in the event that additional information would be required for the acceptance of your subscription to the Website.

## **7. Duration & Automatic renewal**

Subscription as a member of Élite enters into force concurrently with sending payment confirmation email, in accordance with Article 6 of these Terms and remains in force at least one year (the "**Term**") and could be terminated in accordance with the provisions of these Terms.

Your subscription as a member of Élite is automatically renewed under the same Terms and Conditions and for the same Term as the initial subscription. Élite undertakes to send by email an automatic renewal notice at least fourteen (14) days before the end of the term and also undertakes, at the end of the same notice, to notify you of any price increase, if any. If you do not wish to renew your subscription or wish to make changes to your subscription, you must notify Élite at least five (5) days before the arrival of the Term.

## **8. Copyrights**

All content created, developed, distributed, transmitted, formulated, produced or reproduced on the Website (including text, codes, software, illustrations, images and videos) as well as its selection, composition and arrangement belongs to Élite or licensed third parties and may be protected by law, under The Canadian Copyright Act the Copyright Act (R.S.C. 1985, c. C-42) and, when appropriate, Élite reserves all its rights to its regards. Consequently, you may not copy, reproduce, modify, reformulate, republish and, more generally, use the Website component elements, partially or completely, without the prior written permission of Élite .

No license or right of use is granted to you or can be inferred because of your use or your registration to the Website. It is forbidden to modify, copy, distribute, publish, transmit, spread, reproduce, compile, arrange, or save the content of the Website and create compilations, including all or parts of the content of the Website, or transfer to anyone this content in any manner whatsoever, including by reproduction and transmission of an extract of the content accompanied or not by a hyperlink, without written permission of Élite or without that the law or functionalities of the Website specifically allow you to do so.

## **9. Trademarks**

Certain names, words, titles, phrases, logos, designs, graphics, icons and trademarks displayed on the Website may be registered trademarks or not of Élite or third parties. Although Élite can use certain trademarks of third parties under license, the display of third party trademarks on the Website does not presuppose any relationship or license between Élite and the owner of the trademark in question nor the approval or endorsement by Élite of the goods, services or the activities of the trademark owner.

Nothing contained on the Website should be interpreted as a concession of any license or right to use any logo, design or trademark of Élite or a third party, without the written permission of Élite or a third, owner of a particular trademark.

## **10. Your contractual obligations**

By using the Website, and without limiting the scope of what is otherwise provided by the Conditions, you agree to (i) comply with all laws that apply to you, including, without limitation, the laws protecting privacy and the laws related to copyright and intellectual property, (ii) to provide us with accurate information and keep them updated and (iii) to use the Website in a reasonable and responsible manner.

Furthermore, you agree not to:

- a. act dishonestly or not responsibly, including providing false or misleading information on your application for prequalification or qualification;
- b. use the Website for purposes other than those for which the functionalities of the Website are offered;
- c. create or suggest a false identity on your account or create without permission a user account for anyone other than yourself or the company you represent;
- d. use or attempt to use, without authorization, an other user account;
- e. violating rights of intellectual property of Élite or others, including patents, trademarks, trade secrets, licenses, copyrights or other proprietary rights;
- f. conceal by any means the origin of any publication or any message transmitted through the Website;
- g. monitor the availability, performance or functionality of the Website for competitive purposes;

- h. use software, appliances, manuals coding robots or automatons or other means to access, decompose, analyze or index features of the Website or any related service, data or information;
- i. use the website in such a manner as to harm Élite or any of its subsidiaries or business partners;  
or
- j. bypass any security feature of the Website.

**If Élite has reasonable grounds to believe that you do not respect the obligations mentioned above, or any other obligation under the Terms, Élite may, in its sole discretion and without notice, suspend or terminate your right to use the Website or define your access to it in any other way it deems appropriate.**

### **11. Links to third-party websites**

You will find on the Website several hyperlinks to other websites which are not under the control or responsibility of Élite. Élite has no way to control these websites and is not liable for the availability, reliability or legality of such websites nor guarantees it. Élite does not endorse or approve the content to which these websites provide access and excludes all liability and guarantee with regard to them. The user who accesses third party websites do so at his own risk.

Élite reserves the right to insert advertising messages throughout the Website, messages that can lead to links to other websites. In no time Élite does not approve, endorse, and is not responsible for ideas, opinions, products, services or general content circulating in commercials and on third-party websites to which they provide access.

### **12. Ideas submission**

Any comments or suggestions regarding the Website, its functionalities or commercial activities in which Élite is or may be incurred that you can pass to Élite could be used, adapted or implemented by Élite with no obligation for remuneration or any other form of retribution.

### **13. Disclaimer of Warranties**

The website and all content therein are provided as is. When using the Website, you acknowledge and agree that you do so entirely at your own risk. Élite makes no representation or warranty as to the content, features and services offered on the Website (collectively the "**Offer**"), including, in particular:

- a. as to the accuracy, completeness, reliability, or about the appropriateness of the Offer including, without limitation, any element of a specific mandate for which you desire qualify yourself;
- b. as to the merchantability or fitness for a particular purpose of the Offer, including any information, data, software, products or services contained in the Offer or offered via the Website;
- c. as to the operation of the Website without error, failure or interruption;
- d. for correcting defects or errors in the Offer or the Website;
- e. about the absence of viruses or harmful elements in the Website;
- f. about the secure transmission of communications through the Website and/or without interception;
- g. as to the future availability of the Offer or the Website.

#### **14. Limitation of liability**

**Élite and its officers, directors, employees, agents and their respective successors and estates can not, in any event, be liable for any loss or damage resulting from the use of the Website including an invasion of your privacy, loss of business or loss of profits howsoever caused, and whether or not based on a contract (including breach of an essential obligation), these Terms, civil liability (including negligence) or otherwise, even if Élite knew or should have known of the possibility of such damages. In addition, Élite has no obligation to keep or store the research, preferences or other data that you publish or save from time to time on the Website and can not be held liable for any loss or damage resulting from loss of data.**

**The website and its content and services, the specific mandate offers, information and tools available on the Website are made available solely for information purposes, for your use only. In no case does Élite offer legal advice or other professional advice via the Website. More precisely, Élite will in no event be liable for any damages whatsoever, including special, direct, indirect, incidental or consequential damages arising out of any relationship between organizations concluded in consideration of the information provided through the Website.**

**The Website and the services, information and tools available on the Website are provided "as is". Élite disclaims all warranties, express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, non-infringement and freedom from computer viruses. Élite does not warrant that the functions in the Website will be uninterrupted or error-free, that defects will be corrected or that the microsite or the server that makes it available are free of viruses or other harmful components, and makes no statement to that effect. In addition, the Website may be subject to occasional breakdowns and programming errors can be caused by updates or by events beyond the control of Élite. Élite nor its directors, officers, employees or agents shall be held responsible for your inability, whatever the reason preventing you, to navigate, use or access the Website. Moreover, Élite reserves the right to make the Website or the services or features offered on it temporarily unavailable for maintenance reasons or updating procedures.**

**If you decide to visit or use a website linked to the Website, hardware, software, goods or services from a website linked to the Website, you do so entirely at your own risk and perils.**

### **15. Indemnisation**

Élite is not responsible for the content that you generate on the Website nor for the actions that you take or fail to take in connection with the Website (your "Acts"). You agree that your acts are under your sole responsibility and acknowledge have done them knowingly. Élite could not be considered responsible for any transgression to the conditions that you may have committed. Consequently, you will take up the cause of Élite and its subsidiaries, parent company, officers, agents, representatives, directors, employees and business partners in the event that legal action would be taken against Élite following a violation of the Terms that you have committed or that anyone with access to your user account has committed.

In any case, you agree to indemnify and hold Élite, its subsidiaries and its affiliates, directors, officers, agents, representatives, employees and business partners harmless, from any loss, liability, claims, demands, damages, costs and expenses of any nature whatsoever, including reasonable attorneys' fees, with respect to your Acts and to any violation of the Terms or of any law or rights of a third party.

### **16. Jurisdiction and Applicable laws**

Élite maintains and controls the Website from its offices located in Quebec (Canada). Your access to the Website, your use of it and the Terms are governed and interpreted by the laws of Quebec and those of Canada applicable therein, without regard to principles of conflicts of laws.

You hereby irrevocably acknowledge the exclusive jurisdiction of the federal and provincial jurisdiction courts, sitting in and for the judicial district of Montreal with respect to any dispute to



be born, you elect domicile there and waive any objection based on lack of jurisdiction or any request based on the concept of forum *non conveniens*.

### **17. Divisibility**

If any provision of the Terms was held invalid or unenforceable, this will not invalidate or render unenforceable the other provisions of the Terms.

### **18. No Implied Waiver**

The fact that Élite does not insist on the full implementation of an obligation under these Terms or does not exercise a right conferred to her will not be considered a waiver of performance of the obligation or the right. Any waiver by Élite of a right granted to her under these Terms will be valid only if it is set forth in a writing signed and will be valid only in respect of law and circumstances expressly qualified by this waiver.

### **19. Modification**

The Website is a dynamic and evolving vehicle subject to change. Élite may revise the Terms at its sole discretion by simply updating this page or pages where the provisions of the Terms to change are. It is your responsibility to regularly review the Terms to be aware of any changes that may be made.

If the changes are substantial and are likely to affect the rights of users, Élite may, in its sole discretion and without any obligation to share, send, if proven reasonably possible, a notice to its users to invite them to be aware of changes to the Terms before continuing using the Website.

In any case, if you do not agree with one or more changes to the Terms, you must stop using the Website and, if necessary, close your user account. By continuing to use the Website or not to close your account after the the amendments published by Élite or, when applicable, after Élite has sent you a notification warning that the Terms have changed, will constitute your acceptance of changes to Terms.

### **20. Notices, complaints et communications**

The opinion which it is required or permitted to give under the Terms shall be in writing and shall be deemed to have been validly given if sent by email or by registered mail at:

#### **Customer service - Élite Management SST inc.**

2818 Boul. Laurier

Édifice Jules-Dallaire

Tour 3, Suite 1610

Québec (Québec) G1V 0E2

Email: [support@elitemanagementsst.com](mailto:support@elitemanagementsst.com)

Phone : 581 308-4442

Registered mail : above address

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