

**TERMS AND CONDITIONS**  
Effective Date: October 10, 2023

These terms and conditions (the “**Terms and Conditions**”) constitute a legally binding and enforceable agreement between **YOU** (“**you**”) and **FOOD AND BEVERAGE ONTARIO** (“**we**”, “**us**”).

**1. BACKGROUND**

**1.1** CareersNOW! Is Food and Beverage Ontario’s workforce development initiative supporting Ontario’s vibrant and growing food and beverage manufacturing industry. Jobseekers, students, and employers can participate in CareersNOW! through the appropriate gateway located on our website ([www.careersnow.ca](http://www.careersnow.ca), (the “**Site**”). Use of the Site will be governed by these Terms and Conditions.

**2. GENERAL WEBSITE TERMS AND CONDITIONS**

**2.1** By using the Site, you represent and warrant generally that:

- i. you have read, understood, and agreed to be bound by all of these Terms and Conditions. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS AND CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY;
- ii. you have the legal capacity to comply with these Terms and Conditions;
- iii. you are at least eighteen (18) years old; persons under the age of eighteen (18) years are not permitted to use the Site;
- iv. you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise;
- v. you will not use the Site for any illegal or unauthorized purpose; and
- vi. your use of the Site (including the disclosure of any personal information on or through the Site) will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend, terminate, or refuse any and all current or future use of the Site.

**2.2** Supplemental terms and conditions or documents posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms and Conditions, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions Use by your continued use of the

Site after the date such revised Terms and Conditions are posted.

**2.3** The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from outside of Canada do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

**3. OUR INTELLECTUAL PROPERTY RIGHTS**

**3.1** Unless otherwise indicated, the Site and all contents thereon are, including but not limited to, all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “**Content**”) and the trademarks, service marks, and logos contained therein (the “**Marks**”), are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of Canada, international copyright laws, and international conventions.

**3.2** The Site, the Content, and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

**4. PROHIBITED ACTIVITIES**

**4.1** You may not access or use the Site for any purpose other than the purpose for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

**4.2** As a user of the Site, you agree not to:

1. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
3. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
4. Use any information obtained from the Site in order to harass, abuse, or harm another person.
5. Make improper use of our support services or submit false reports of abuse or misconduct.
6. Use the Site in a manner inconsistent with any applicable laws or regulations.
7. Engage in unauthorized framing of or linking to the Site.
8. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including

excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.

9. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
10. Use, upload, modify, or distribute any data or intellectual property belonging to a third party, without prior proper authorization.
11. Delete the copyright or other proprietary rights notice from any Content.
12. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
13. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
14. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
15. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
16. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
17. Use a buying agent or purchasing agent to make purchases on the Site.
18. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email.
19. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.

**4.3** Any use of the Site in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS AND CONDITIONS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION AND WITHOUT PENALTY TO US.

## **5. THIRD-PARTY WEBSITE AND CONTENT**

**5.1** The Site may contain (or you may be sent via the Site) links to other websites ("**Third-Party Websites**") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("**Third-Party Content**"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy,

offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms and Conditions no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## **6. SITE MANAGEMENT**

**6.1** We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms and Conditions; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, notice, or liability, change, modify, or remove the contents of the Site at any time or for any reason; (4) modify, suspend, or discontinue all or part of the Site without notice at any time; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

**6.2** We have no obligation to update any information on our Site. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the Site.

**6.3** We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

## **7. USER DATA**

**7.1** We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site.

Cookies are text files that are stored in the internet browser or by the internet browser on your computer system. If you access a website, a cookie may be stored on your operating system. That cookie contains a string of characters (cookie ID) that

enables clear identification of the browser and recognition of you, as the user, when that particular website is visited again. The Site does not use any of these types of cookies.

The Site tracks and collects various general data and information whenever they are accessed by a data subject or automated system. That general data and information is stored in the log files of the server. The following data may be collected:

- browser types and versions used,
- the operating system used,
- the website from which a system accesses the Site,
- the subpages that the system accessing the Site navigates to,
- the date and time of access to the Site,
- the IP address,
- the internet service provider of the system accessing the Site, and
- other similar data and information that serve to protect our information technology systems in the case of attacks.

The collection and use of the general data and information do not allow any conclusions to be drawn about the data subject. Instead, they serve the following purposes:

- correct provision and display of the content of our Site;
- optimization of the Site content and advertising the Site;
- ensuring the long-term functionality of the Site;
- provision of the necessary information to assist law enforcement authorities in the event of a cyber-attack.

The anonymous data stored in the log files are stored separately from any personal data.

**7.2** Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## **8. PRIVACY POLICY**

**8.1** We care about your privacy rights. By using the Site, you agree to be bound by our Privacy Policy posted on the Site, which is incorporated into these Terms and Conditions. Please be advised that the Site is hosted in Canada. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in Canada, then through your continued use of the Site, you are transferring your data to Canada, and you agree to have your data transferred to and processed in Canada.

## **9. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

**9.1** In accordance with Canada's anti-spam legislation, and in furtherance of our Anti-Spam Policy available on the Site (and incorporated by reference herein), you hereby consent to receive commercial electronic messages from us.

**9.2** YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## **10. DISCLAIMER AND LIMITED WARRANTY**

**10.1** There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

**10.2** THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK.

**10.3** TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS; (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE; (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE; (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY; AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE.

**10.4** WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **11. LIABILITY**

**11.1** We (including our members, directors, employees, officers,

contractors, agents, and legal representatives) will not be responsible, and accept no liability, for any losses, damages, costs, expenses, actions, or liability whatsoever (including but not limited to direct, indirect, consequently, exemplary, incidental, special, or punitive damages, costs, or expenses, whether based upon goodwill, lost profits or revenue, loss of data, loss of use) suffered or incurred by you or any party arising out of or in any way in connection with the Site.

**11.2** You agree to indemnify, defend, and hold us, our members, directors, officers, contractors, agents, and legal representatives (each an “**Indemnitee**”) from and against all demands, costs, penalties, expenses, liabilities, injuries, losses, and damages whatsoever (collectively, “**Losses**”) suffered or incurred by an Indemnitee, and all actual or threatened claims, demands, grievances, actions, suits, or proceedings (collectively, a “**Claim**”) made against an Indemnitee, to the extent such Losses or Claims are attributable to or arising out of: (1) your use of the Site; (2) your breach of these Terms and Conditions; (3) any breach of your representations and warranties set forth in these Terms and Conditions; (4) your infringement upon or violation of the rights of a third party, including but not limited to intellectual property rights and privacy rights; or (5) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

**11.3** You hereby fully, irrevocably, and unconditionally waive, release, acquit, remise, and forever discharge each Indemnitee, individually or collectively, from any and all Claims you may have against an Indemnitee arising from or relating to the Site. YOU ACKNOWLEDGE THAT THIS IS A WAIVER OF YOUR LEGAL RIGHTS INsofar AS ALLOWED BY LAW.

**11.4** This Section 11 will survive without limitation as to time.

## **12. GOVERNING LAW AND DISPUTE RESOLUTION**

**12.1** These Terms and Conditions are governed by the laws of the Province of Ontario and the federal laws of Canada. To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms and Conditions (or any related documents) brought by either you or us, we will use best efforts to resolve any dispute, controversies, and claims amicably through nonbinding discussions. If a resolution cannot be found, the issue shall be referred to a mediator agreed upon by both of us. If we cannot agree on the identity of a mediator, or should mediation fail to bring about a resolution to the dispute, such dispute shall then be transferred to a single arbitrator. The arbitrator shall be appointed by agreement between us, or, in default of agreement, such arbitrator shall be appointed by a Judge of the Ontario Superior Court of Justice upon the application of any of the Parties. The arbitration shall be held in a location chosen at our discretion, and conducted in English. The arbitration shall proceed in accordance with the provisions of the *Arbitration Act, 1991* (Ontario) and these Terms and Conditions. The arbitrator shall have the power to proceed with the arbitration and to deliver an award notwithstanding the default by any party in respect of any procedural order made by the

arbitrator. The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom. Any award for the payment of money may include pre-award and post-award interest. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator may apportion costs of the arbitration, including the reasonable legal fees and disbursements, between us in such manner as the arbitrator considers reasonable. The arbitration will be kept confidential and the existence of the proceeding and any element of it (including any documents submitted or exchanged, any testimony or other oral submissions and any awards) will not be disclosed beyond the arbitrator, you, us, our respective counsel, and any expert person necessary to the conduct of the proceeding, except as may lawfully be required in judicial proceedings relating to the arbitration, as may be reasonably necessary for the enforcement of the arbitration award, or as permitted by these Terms and Conditions.

**12.2** This Section 12 will survive without limitation as to time.

## **13. MISCELLANEOUS**

**13.1** These Terms and Conditions and any other documents posted by us on the Site or relating to the Site constitute the entire agreement and understanding between you and us and supersede all prior discussions and correspondence between us. Neither of us shall be bound by any conditions, definitions, warranties, or representations with respect to any of the terms or conditions hereof other than as expressly provided in these Terms and Conditions or related documents.

**13.2** If any part of these Terms and Conditions is ruled invalid or unenforceable, these Terms and Conditions shall continue to be effective as if the invalid or unenforceable part was not included. Our failure or delay to enforce, or insist upon strict performance of, any provision of these Terms and Conditions does not constitute a waiver of such provision or in any way affects the enforceability of these Terms and Conditions (or any part) or deprive us of the right, at any time or from time to time, to enforce or insist upon strict performance of that provision or any other provision of these Terms and Conditions. Any waiver by us is effective only if in writing and signed. A waiver by us of non-compliance or anticipated non-compliance will not be deemed a waiver of subsequent instances of non-compliance.

**13.3** We may assign any or all of our rights and obligations to others at any time.

**13.4** You hereby waive any and all defenses you may have based on the electronic form of these Terms and Conditions and the fact that these Terms and Conditions have not been executed by you. **By using the Site, you acknowledge that you have read and understood these Terms and Conditions and agree to abide by them.**