

ACCESS AGREEMENT

WHEREAS the CCA and/or the Canadian Construction Documents Committee produce the Canadian standard construction industry documents for use by owners, contractors, consultants and other participants in both the public and private sectors throughout Canada, as may be amended by from time to time (the “**Standard Documents**”)

AND WHEREAS the Standard Documents are sold to the public via CCA’s licensed distributors (the “**Document Outlets**”);

AND WHEREAS the CCA operates the SignaSur Contract Lifecycle Management platform (the “**Platform**”) using licenced technology, which Platform allows its users to manage contracts and contract workflow using the documentation and information on the Platform, including without limitation the Standard Documents (the “**Documentation**”);

AND WHEREAS the sale of the Standard Documents to the public by the Document Outlets takes place via the Platform;

AND WHEREAS User wishes to access and make use of the Platform and CCA wishes to grant such rights of access and use, subject to the terms and conditions of this Agreement;

NOW THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

THE SERVICES, FEES AND TERM

1. Services and Terms of Use. Subject to the terms and conditions of this Agreement CCA shall provide the User with access to the Platform during the Term (the “**Services**”). The Services are personal to the User and User shall not allow any other person to access the Platform other than permitted users (the “**Authorized Users**”).
2. Fees. Use of the Platform requires (a) payment of the Platform enrollment fee (the “**Annual Fee**”), which shall entitle the User to access the Platform for a period of twelve (12) months; and (b) payment of additional fees for each additional document at the then-current applicable price (the “**Additional Fees**”), payable when such Services are provided on the Platform. The Additional Fees (which may be amended from time to time, including during the Term) are as determined by the Document Outlet from which the User purchases access to the Documentation and may be accessed directly through that Document Outlet’s online store. In consideration of the Services to be performed hereunder, User shall make payment of the Annual Fee and Additional Fees for sealed documents as set out on the then-current Price List, plus applicable tax payable thereon (the “**Fees**”).

TERMS AND CONDITIONS OF USE

3. Terms of Use. User shall at all times comply with the terms of use for the Platform, (the “**Terms of Use**”), which are attached hereto as Schedule “A”, incorporated herein by reference and form a binding part of this Agreement.

TERM AND TERMINATION

4. Term. This Agreement shall commence as of the Effective Date and shall terminate one (1) year from the Effective Date (the “**Term**”).

5. Termination. This Agreement may be terminated by CCA without notice in the event of a violation of this Agreement or the Terms of Use. In the event of such a termination, the Fees will not be refunded.

6. Dispute Resolution.

a) All questions, controversy, or claims arising out of or relating to this Agreement or in respect of the Terms of Use shall be settled by arbitration in accordance with the Arbitration Act, 1991 (Ontario) as amended from time to time by a single arbitrator (the “**Arbitrator**”) appointed by the mutual agreement of the Parties hereto; and failing such agreement by the Senior Regional Justice of the Ontario Superior Court in Ottawa.

b) The arbitration will take place in the City of Ottawa and be conducted in English unless otherwise agreed to by the Parties thereto.

c) The Arbitrator has the right to grant legal and equitable relief including injunctive relief and the right to grant permanent and interim injunctive relief. The Arbitrator shall not amend or otherwise alter the terms and conditions of this Agreement or the Terms of Use. The Arbitrator shall render a decision within ninety (90) days after their appointment as Arbitrator.

d) The Parties shall keep the existence of any dispute, the arbitration and the final award of the Arbitrator and the terms thereof confidential and shall not disclose same other than to their respective professional advisors.

e) The final award of such Arbitrator shall be a condition precedent to an action in any court, including but not limited to an action to determine procedural or other issues involving the arbitration itself, and such award shall be final and binding on the Parties with no appeal to any court. The Parties hereby agree to carry out any decision or order of the Arbitrator in good faith.

7. Miscellaneous.

a) Currency: Unless specifically stated otherwise, all monetary amounts in this Agreement are expressed in Canadian Dollars.

b) Meanings: The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such person or persons or circumstances as the context otherwise permits.

c) Counterparts: This Agreement may be executed in several counterparts, each of which together shall constitute one and the same instrument.

d) Headings: The headings appearing throughout this Agreement are inserted for convenience only and form no part of the Agreement.

e) Assignment: The rights under this agreement are not assignable or transferable in any manner.

f) Governing Law: This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

g) Interpretation: If any covenant or provision of this Agreement is determined to be invalid, void or unenforceable, in whole or in part, it shall in no way affect the validity or enforceability of any other covenant or provision of this Agreement, each of which is hereby declared to be a separate and distinct covenant, severable from each of the others for the purposes of this Agreement. This Agreement shall be read with all changes in gender or number as required by the context. The division of this Agreement into articles, sections and subsections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

h) Entire Agreement: This Agreement and the terms of use attached hereto constitute the entire agreement between the Parties with respect to all of the matters herein and shall not be amended, altered or qualified, except by a memorandum in writing, signed by both of the Parties hereto. This Agreement supersedes all prior and contemporaneous agreements, understandings and discussions, whether oral or written, and there are no other warranties, agreements or representations between the Parties hereto except as expressly set forth herein.

i) Agreement in English: The Parties hereto have required that this Agreement as well as any notice, document or proceedings relating hereto be written in English. *Les parties aux présentes ont exigé que le présent contrat ainsi que tout autre avis, document ou procédure s'y rapportant soit rédigé en anglais.*

j) Severability: The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision will be deemed to be severable.

k) Waivers: No amendment, waiver or termination of this Agreement will be binding unless executed in writing by the Parties hereto. No waiver of any provision of this Agreement will be deemed or will constitute a waiver of any other provision, nor will any such waiver constitute a continuing waiver unless expressly provided.

8. Independent Legal Advice. User acknowledges and agrees that they have obtained or have had an opportunity to obtain independent legal advice in connection with this Agreement, and further acknowledges that they have read, understood, and agrees to be bound by all of the terms and conditions contained herein.

SCHEDULE “A”

Platform Terms and Conditions of Use

1. **Interpretation.** All terms capitalized herein and not defined have the meanings set out in the body of the Access Agreement. Where the term “User” is used herein, it includes by reference any Authorized Users of the User. Where the term “Platform” is used herein, such term includes [CCA & CCDC Guides](#) and [SignaSur Support resources](#) (the “Documentation”). The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of these Terms of Use to such person or persons or circumstances as the context otherwise permits. The headings appearing throughout these Terms of Use are inserted for convenience only and form no part of the Terms of Use.

2. **Authorized Users.** User is solely responsible for ensuring that its Authorized Users understand and consent to these Terms of Use and shall be responsible for all activities and actions of its Authorized Users in respect of the Platform and Documentation. User shall hold harmless and indemnify CCA in respect of any violation of these Terms of Use by User or an Authorized User.

3. **Modifications to the Terms and Conditions and to the Platform.** CCA reserves the right in its sole discretion to revise and update these terms and conditions from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Platform. User agrees to periodically review the terms and conditions in order to be aware of any such modifications and User’s continued use shall be User’s acceptance of such modifications. The information and material on this Platform, including the Documentation may be changed, withdrawn, or terminated at any time in CCA’s sole discretion without notice. CCA will not be liable if, for any reason, all or any part of the Platform is restricted to Users or unavailable at any time or for any period.

4. **Permitted Uses.** User and their Authorized Users shall solely use the Platform to digitally populate, seal and sign the Standard Documents offered on the Platform and always in accordance with these Terms of Use.

5. **Use Restrictions.** User shall not, and shall require its Authorized Users not to, directly or indirectly:

- use (including make any copies of) the Platform or Documentation beyond the scope of the permissions granted in the Agreement and the Terms of Use;
- reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Platform or any part thereof;

- remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights or other symbols, notices, marks, or serial numbers on the Documentation, including any copy thereof;
- rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform and Documentation, or any features or functionality of the Platform, to any third party for any reason;
- use the Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights or other right of any person, or in violation of any applicable law, regulation, or rule; or
- use the Platform or Documentation for purposes of benchmarking or competitive analysis of the Services, developing, using, or providing of a product or service that competes with the Platform or any other purpose that is to CCA's commercial disadvantage.

6. **Technological Projections.** The Platform and Documentation may contain technological copy protection or other security features designed to prevent unauthorized use of the Platform and Documentation. User shall not, and shall not attempt to, remove, disable, bypass, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

7. **No Implied Rights.** Except for the limited rights expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to User or any third party any intellectual property rights or license, nor other right, title, or interest in or to the Platform or Documentation.

8. **Responsibility for Use of Platform and Documentation.** User is responsible and liable for all its uses of the Platform and Documentation, directly or indirectly. Specifically, and without limiting the generality of the foregoing, User is responsible and liable for all actions and failures to take required actions with respect to the Platform and Documentation by its Authorized Users or by any other person to whom User or an Authorized User may provide access to or use of the Platform or Documentation, whether such access or use is permitted by or in violation of this Agreement.

9. **Compliance Measures.** The Platform may contain technological copy protection or other security features designed to prevent unauthorized use, including features to protect against any use of the Platform that is prohibited pursuant to this Agreement. User shall not, and shall not attempt to, remove, disable, bypass, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

10. **Account Set-Up and Security.** The Platform uses physical, electronic, and administrative measures designed to secure personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. Any information submitted to the Platform shall be processed, stored, used and destroyed in accordance with CCA's privacy policy (the "CCA Privacy Policy"), available here: <https://www.cca-acc.com/privacy-policy/>.

The safety and security of User information also depends on the User. User is responsible for obtaining their own access to the Platform and are required to ensure that all persons who access the Platform through a User's internet connection are aware of these Terms and Conditions and comply with them. The Platform, including content or areas of the Platform, may require User registration. It is a condition of User's use of the Platform that all the information User provides to CCA or on the Platform is correct, current, and complete.

Unfortunately, the transmission of information via the Internet is not completely secure. Although CCA does its best to protect User personal information, CCA cannot guarantee the security of personal information transmitted to the Platform. Any transmission of personal information is at User's own risk. CCA is not responsible for circumvention of any privacy settings or security measures contained on the Platform.

User provision of registration information and any submissions User makes to the Platform through any functionality (the "**Interactive Functions**") constitutes User's consent to all actions CCA takes with respect to such information consistent with the CCA [Privacy Policy](#).

Any username, password, or any other piece of information chosen by User, or provided to User as part of the Platform's security procedures, must be treated as confidential, and User must not disclose it to any other person or entity. User must exercise caution when accessing the Platform from a public or shared computer so that others are not able to view or record User's password or other personal information. User understands and agrees that User's account is personal to User and any Authorized Users and User agrees not to provide any other person with access to the Platform or portions thereof using User's username, password, or other security information. User agrees to notify CCA immediately of any unauthorized access to or use of User's username or password or any other breach of security. User also agrees to ensure that User logs out from its account at the end of each session. User is responsible for any password misuse or any unauthorized access to the Platform using User's account.

CCA reserves the right at any time and from time to time, to disable or terminate User's account, any username, password, or other identifier, whether chosen by User or provided by CCA, in CCA's sole discretion for any or no reason, including any violation of any provision of these Terms and Conditions.

User is prohibited from and shall require its Authorized Users to refrain from, attempting to circumvent and from violating the security of the Platform, including, without limitation: (a) accessing content and data that is not intended for User; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restricting, disrupting or disabling service to users, hosts, servers, or networks; (d) disrupting network services and otherwise disrupting CCA's or Platform owner's ability to monitor the Platform; (f) using any

robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform; (g) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Platform via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing, or crashing; and (i) otherwise attempting to interfere with the proper working of the Platform.

11. **Intellectual Property Rights and Ownership**

User acknowledges and agrees that that all right, title, and interest in and to the Platform and Documentation are owned, controlled or licensed by CCA. User does not acquire any ownership interest in the Platform or Documentation under this Agreement, or any other rights thereto, other than to use the same in accordance with the access granted and subject to all terms, conditions, and restrictions under these Terms of Use. CCA and its CCAs and service providers reserve and shall retain their entire right, title, and interest in and to the Platform and all intellectual property rights arising out of or relating to the Platform, except as expressly granted to the User in this Agreement. User shall safeguard all Platform (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. User shall promptly notify CCA if User becomes aware of any infringement of the CCA's intellectual property rights in the Platform and fully cooperate with CCA, at CCA's sole expense, in any legal action taken by CCA to enforce its intellectual property rights.

User understands and agrees that the Platform and its entire contents, features, and functionality, including, but not limited to, all information, software, code, data text, displays, graphics, photographs, images, video, audio, music, broadcast, design, presentation, Platform layout, selection, and arrangement, are owned or licensed by the CCA, or other providers of such material and are protected in all forms by intellectual property laws including, without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

The CCA name, the CCA logo, and all related names, logos, product and service names, designs, images, and slogans are trademarks of the CCA or its licensors. User must not use such marks without the prior written permission of the CCA. Other names, logos, product and service names, designs, images, and slogans mentioned, or which appear on this Platform are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.

User shall only use the Platform for User's personal use. User shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of,

publicly display, publicly perform, republish, download, store, or transmit any of the material on the Platform, in any form or medium whatsoever except:

- (a) as specifically set out in these Terms and Conditions;
- (b) User's computer and browser may temporarily store or cache copies of materials being accessed and viewed; and
- (c) a reasonable number of copies for personal use only may be printed keeping any proprietary notices thereon, which may only be used for non-commercial and lawful personal use and not for further reproduction, publication, or distribution of any kind on any medium whatsoever.

Users are not permitted to modify copies of any materials from this Platform nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials, other than in accordance with these Terms and Conditions.

If User copies or downloads any part of the Platform in breach of these Terms and Conditions, Users right to use the Platform will cease immediately and User must, at CCA's option, return or destroy any copies of the Platform of Documentation User has made, other than as set out herein. User has no right, title, or interest in or to the Platform or to any content on the Platform, and all rights not expressly granted are reserved by the CCA. Any use of the Platform not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

12. **Site Monitoring and Enforcement, Suspension, and Termination**

CCA has the right, without provision of notice to:

- At all times, take such actions deemed necessary or appropriate in CCA's sole discretion, including, without limitation, for violating these Terms and Conditions.
- Take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorized use of the Platform. Without limiting the foregoing, CCA has the right to fully cooperate with any law enforcement authorities or court order requesting or directing CCA to disclose the identity or other information of anyone posting any materials on or through the Platform.
- Terminate or suspend User's access to all or part of the Platform for any or no reason, including, without limitation, any violation of these Terms and Conditions.

USER WAIVES AND HOLD HARMLESS THE CCA, THE DOCUMENT OUTLETS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE

PROVIDERS, CONTRACTORS, DOCUMENT OUTLETS USERS, SUPPLIERS, AND SUCCESSORS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE CCA OR ANY OF THE FOREGOING PARTIES RELATING TO ANY, INVESTIGATIONS BY EITHER THE CCA OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

CCA has no obligation, nor any responsibility to any party to monitor the Platform or its use, and do not and cannot undertake to review material that User submits to the Platform or creates using the Platform.

13. **No Reliance**

The content on the Platform is provided for general information purposes only. It is not intended to amount to advice on which User should rely. User must obtain more specific or professional advice before taking, or refraining from, any action or inaction on the basis of the content on the Platform. Use of the Platform is not a substitute for legal or other professional advice.

Although CCA makes reasonable efforts to update the information on the Platform, neither CCA nor the Document Outlets make any representations, warranties, or guarantees, whether express or implied, that the content on the Platform is accurate, complete, or up to date. User's use of the Platform is at User's own risk and neither the CCA nor the Document Outlets, or their respective affiliates, respective directors, officers, employees, agents, service providers, contractors, CCAs, Users, suppliers, or successors have any responsibility or liability whatsoever for User's use of this Platform.

This Platform may include content provided by third parties, including from third-party CCAs. All statements and/or opinions expressed in any such third-party content, other than the content provided by the CCA, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of the CCA. Neither the CCA nor its directors, officers, employees, agents, service providers, contractors, CCAs, Users, suppliers, or successors have any responsibility or liability whatsoever to User, or any third party, for the content or accuracy of any third-party materials.

14. **Privacy**

By submitting personal information and using the Platform, User consents to the collection, use, reproduction, hosting, transmission, and disclosure of any such user content submissions in compliance with CCA's [Privacy Policy](#), as CCA deems necessary for use of the Platform and provision of services.

By using this Platform User is consenting to the use of cookies which allow a server to recall previous requests or registration and/or IP addresses to analyze Platform use patterns. User can set its browser to notify User before User receives a cookie, giving User the chance to decide whether to accept it. User can also set its browser to turn off cookies. If User does so, however, some areas of the Platform may not function adequately. For more information on this automated information gathering practices, see CCA's [Privacy Policy](#).

15. **Third-Party Platforms**

For User convenience, this Platform may provide links or pointers to third-party sites or allow User access to same via the Platform. Neither CCA nor the Document Outlets make any representations about any other websites, platforms or sources that may be accessed from this Platform. If User chooses to access any such sites, User does so at its own risk. Neither CCA nor the Document Outlets have any control over the contents of any such third-party sites and they accept no responsibility for such sites or for any loss or damage that may arise from User's use of them. User is subject to any terms and conditions of such third-party sites.

16. **Online Purchases**

All orders, purchases or transactions for the sale of goods or services or information made using this Platform are subject to the terms and conditions of sale.

17. **Geographic Restrictions**

CCA is based in Ontario in Canada. CCA provides this Platform for use only by persons located in Canada. This Platform is not intended for use in any jurisdiction where its use is not permitted. If User accesses the Platform from outside Canada, User does so at its own risk and is responsible for compliance with local laws of User's jurisdiction.

18. **Disclaimer of Warranties**

USER UNDERSTANDS AND AGREES THAT USER'S USE OF THE PLATFORM, ITS CONTENT AND THE DOCUMENTATION, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM IS AT USER'S OWN RISK. THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED

INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NEITHER THE CCA NOR THE DOCUMENT OUTLETS OR EITHER OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, CCAS, USERS, SUPPLIERS, OR SUCCESSORS MAKE ANY WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE PLATFORM OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER THE CCA NOR THE DOCUMENT OUTLETS OR EITHER OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, CCAS, USERS, SUPPLIERS, OR SUCCESSORS REPRESENT OR WARRANT THAT THE PLATFORM, ITS CONTENT, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

CCA AND THE DOCUMENT OUTLETS CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE PLATFORM WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. USER IS SOLELY AND ENTIRELY RESPONSIBLE FOR USER'S USE OF THE PLATFORM AND USER'S COMPUTER, INTERNET, AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, NEITHER CCA NOR THE DOCUMENT OUTLETS WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING, OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT USER'S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO USER'S USE OF THE PLATFORM OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM OR TO USER DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY PLATFORM LINKED TO IT.

19. **Limitation on Liability**

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL THE CCA, THE DOCUMENT OUTLETS OR EITHER OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE

PROVIDERS, CONTRACTORS, CCAS, USERS, SUPPLIERS, OR SUCCESSORS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT, BREACH OF CONTRACT, BREACH OF PRIVACY, OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH USER'S USE, OR INABILITY TO USE, OR RELIANCE ON, THE PLATFORM, ANY LINKED PLATFORMS OR SUCH OTHER THIRD-PARTY PLATFORMS, NOR ANY PLATFORM CONTENT, MATERIALS, POSTING, OR INFORMATION THEREON.

20. **Indemnification**

To the maximum extent permitted by applicable law, User agrees to defend, indemnify, and hold harmless the CCA, the Document Outlets and each of their respective affiliates, directors, officers, employees, agents, service providers, contractors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable legal fees) arising out of or relating to User's breach of these Terms and Conditions or use of the Platform, including, but not limited to third-party sites, any use of the Platform's content or the Documentation, services, and products other than as expressly authorized in these Terms and Conditions.

21. **Governing Law and Choice of Forum**

The Platform and these Terms and Conditions will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule (whether of the laws of the Province of Ontario or any other jurisdiction) and notwithstanding your domicile, residence, or physical location. Any disputes in respect of these Terms of Use shall be resolved in accordance with the terms of the Access Agreement.

22. **Miscellaneous**

For further certainty, the terms of Section 7, Miscellaneous, of the Access Agreement are incorporated herein by reference and apply to these Terms of Use as though they were set out herein.

23. **Reporting and Contact**

The Platform is operated by the CCA at 250 rue Albert Street, Ottawa, Ontario K1P 6M1

Should User become aware of misuse of the Platform User must report it to the CCA at **support@signasur.ca**.

☒ **I accept the Access Agreement, including the Terms of Use attached thereto as Schedule “A”**