

Licence Agreement for First Reference Products and Services

Most recently amended October 15, 2019

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Background

All First Reference products and services are licensed, not sold.

This licence is the legal agreement (“Agreement”) between you, the customer, who has acquired a licence to a First Reference Product or Service (hereafter referred to as the “Subscriber”). Please read this Agreement carefully and in its entirety.

First Reference is only willing to provide a licence to its Products or Services to a Subscriber on the condition that the Subscriber accepts all of the terms and conditions contained in this Agreement. The Subscriber accepts this Agreement by clicking "I Agree," or by accessing and using one or more First Reference Products and Services. Notwithstanding, you agree to be bound by the terms and conditions of this Agreement, even if you have not read them. It is important to read this entire agreement as it contains provisions that may limit your rights.

If you did not acquire a Product or Service from First Reference, then you may not enter into this Agreement or use a First Reference Product or Service. No other party has the right to provide you access, credentials or transfer a copy of any First Reference Product or Service.

The terms and conditions of this licence agreement may vary in situations where special arrangements have been negotiated in writing by both parties.

This Agreement has been set up to provide Subscribers with the flexibility they need to get the most out of First Reference Products and Services, while at the same time protecting First Reference’s intellectual property. If you have any questions or concerns about this licence, or if you need to use First Reference Products or Services in a manner that is not permitted under this Agreement, please contact First Reference customer service to discuss alternative licensing arrangements at info@firstreference.com.

First Reference provides various loose-leaf and online Products and Services, including, without limitation:

- The Human Resources Advisor, Ontario, Western and Atlantic Editions (loose-leaf guide and online)
- Human Resources PolicyPro, Alberta, British Columbia, Manitoba, Saskatchewan, Ontario, Quebec and Atlantic Editions (loose-leaf and online)
- Finance and Accounting PolicyPro (loose-leaf and online)
- Information Technology PolicyPro (loose-leaf and online)
- Not-For-Profit PolicyPro (loose-leaf and online)
- Accessibility Standards PolicyPro (loose-leaf or online, Manitoba and Ontario and any future editions)
- PaySource (online)

- HRinfodesk (online)

Access to all Products and Services, online or loose-leaf, requires a subscription and must only be used as intended. Limited access to online or loose-leaf Products and Services can be acquired through a free, time-limited trial. This Agreement applies to all Subscribers and Trial Users using First Reference online or loose-leaf Products and Services on a trial basis, or through any partnership, distribution, or association arrangement.

This Licence Agreement is also available for viewing on the related Product or Service website.

1. Definitions

1.1 “**Customizable data or customized data**” means Data within a licensed online Product or Service that is referred to as models/samples/templates specifically designed to be customized by the Subscriber to facilitate policy creation/generation, forms and other documents or compliance tracking within the Subscriber’s organization. Once the Data in a First Reference Online Product or Service has been customized to meet the needs of an organization using the Features found in the Online Product or Service that Customizable or customized data belongs to the Subscriber and can be exported out of the First Reference Product or Service if the licence is not renewed or is terminated for any reason.

1.2 “**Data**” means all the printed, electronic and online compliance, contents, documents, records and other information and files owned by First Reference or third parties that accompany and are made available through the First Reference Features and Databases in the Products and Services.

1.3 “**Features**” are collectively all the First Reference-owned and third party data, databases, services, functions, software programs, coding and remotely accessed gateways found in or as part of, a Product or Service. The Features are made available to Subscribers by First Reference for the sole purpose of enabling Subscribers to gain access to display and manipulate the Data and to conduct research. Features may change from time to time and access to certain Features and Data may be restricted.

1.4 “**Loose-leaf**” means a three-hole-punched binder that contains all or part of the Data in print form that may accompany a First Reference Online Product or Service.

1.5 “**Multiplexing**” is the use of software to allow multiple subscribers to access First Reference Licensed Products or Services concurrently while sharing a session or otherwise consuming only a single licence seat.

1.6 “**Secure networks**” mean a computer network that is only accessible to Subscribers via secure authentication.

1.7 “**Secure authentication**” the process whereby Subscribers are authenticated by providing a set of credentials to allow access to First Reference Licensed Products and Services when not physically present at the Licensee’s sites or to First Reference Products and Services made available on secure networks.

1.8 “**Subscriber**” means an individual, business entity, academic institution, not-for-profit, consultant or other employer organization or government agency that ultimately makes use of the Data, Features, functionality or services of First Reference Licensed Products or Services and has paid the subscription price.

1.9 “**Subscriber owned data**” means documents belonging to, and owned by, the Subscriber that are uploaded to display, use and manipulate using the Features in a First Reference Product or Service.

1.10 “**Third party software**” is a computer program or software or functionality that is provided to you with permission by First Reference that is not a First Reference Product or Service. This software is provided “as is” and any expressed or implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed. In no event will First Reference and its contributors be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of Third Party Software, even if advised of the possibility of such damage. Also, by using this software, you agree to the software owner’s terms and conditions of use, and licence stipulations.

1.11 “**Trial user**” means an individual, business entity, academic institution, not-for-profit, consultant or other employer organizations or government agency that have been given very limited free access for a time-limited trial period to First Reference Products and Services for the purpose of evaluation. A Trial User licence is included in this Agreement.

2. Grant and Scope of Subscriber Licence

2.1 In consideration of the Subscriber agreeing to abide by the terms and conditions of this Licence, First Reference (“the Licensor”) hereby grants to the Subscriber a non-exclusive, non-transferable, limited right to access and use all the Features and Data in First Reference online Products or Services, which online Product or Service is identified in the subscriber order and consequential invoice on the terms and conditions of this Licence Agreement.

2.2 The Subscriber is licensed to use the Features and Data made available in First Reference’s Licensed Products and Services solely in the regular course of their human resources, payroll, internal controls, management and/or records retention related to their business, work-related duties and responsibilities and research.

2.3 The licence granted under this Agreement covers any future maintenance releases, upgrades or other releases of First Reference Products and Services that you may acquire, at then-current prices and terms, from First Reference during the paid contract term unless such releases are subject to a separate licence agreement.

3. Grant and Scope of a Loose-leaf Licence

3.1 For each loose-leaf product and service that you licence under this Agreement, First Reference grants you a non-exclusive, non-transferable, limited licence to use that product and service, so long as you comply with this Agreement. The loose-leaf Product and Service cannot be sold, transferred, copied, electronically stored, or otherwise reproduced without express, written permission from First Reference.

3.2 The licence granted under this Agreement covers any future upgrade and update releases of First Reference Products and Services that you may acquire, at then-current prices and terms, from First Reference during the paid contract term unless such releases are subject to a separate licence agreement.

4. Grant and Scope of an Evaluation or Trial User Licence and Agreement

4.1 If you have received a copy of a First Reference loose-leaf or online Product or Service from First Reference, but have not yet purchased a licence to use First Reference loose-leaf or online Products or Services, then First Reference grants you a personal, non-transferable, non-exclusive, limited licence to review First Reference Products or Services, for your own internal use solely for purposes of evaluating First Reference Products or Services for no more than thirty (30) days or as prescribed from time to time under a different promotion or marketing campaign. When First Reference Products or Services are used on an evaluation basis, you are entitled to very limited amounts of Data and/or Features for the First Reference Products or Services being evaluated, however, First Reference may choose to extend the period of review and provide updates at its discretion. The Trial User acknowledges that all intellectual property, including all title, copyright, trademarks, patents or rights to trade secrets, distribution rights, look and feel in the Products, Services, Features and Data belongs to First Reference or its suppliers or licensors, as the case may be, and that Trial User rights do not extend beyond the limited licence expressly granted in this section.

5. Intellectual Property and Use of Products, Services, Data and Features

5.1 The Subscriber acknowledges that all intellectual property, including all title, copyright, trademarks, patents or rights to trade secrets, distribution rights, look and feel in the Products, Services, Features and Data except for Subscriber owned data and Customizable or customized data, belongs to First Reference or its suppliers or licensors, as the case may be, and that Subscriber rights do not extend beyond the limited licence expressly granted herein. Subject to Section 6, the Subscriber is permitted to:

- a) access and use the First Reference Products and/or Services from the premises of the Subscriber, or remotely via Secure Authentication, in order to search, retrieve, download, display, and view the First Reference Products and/or Services;
- b) electronically display the Data retrieved from the Features of the Products and Services for the Subscriber's individual use only;
- c) browse and search the Data;
- d) download and temporarily store insubstantial portions on an incidental, infrequent basis for non-commercial purposes of the Data to a storage device within the Subscriber's exclusive control, solely: (i) to display internally such downloaded Data; and (ii) to quote and excerpt from such downloaded Data (the parts of which are commentary, references and case law among others, being appropriately cited and credited) by electronic cutting and pasting or other means in reports, memoranda, management and employee or client communications and similar work products created by the Subscriber in the regular course of its work and research;
- e) print and make photocopies of insubstantial portions on an incidental, infrequent basis for non-commercial purposes of the Data which result from browsing or searching for Subscriber's own use and to quote and excerpt from such downloaded Data (the parts of which are commentary, references and case law among others, being appropriately cited and credited) in reports, memoranda, management and employee or client communications and similar work products created by the Subscriber in the regular course of its work and research;
- f) use the Data provided to create through the Features of a Product or Service (when allowed) Customizable data;
- g) assign online employee training in a Product or Service to Subscriber' employees and/or individuals who perform work with, for, or under that Subscriber;
- h) create persistent links to individual articles for access by Subscribers for permitted uses under this Agreement, from within Secure Networks; and
- i) transmit to a third-party colleague in hard copy or electronically, reasonable amounts of the First Reference Products and/or Services for personal use or scholarly, educational, or scientific research.

5.2 Certain Data and Features are or may in future be governed by Terms and Conditions of Use that are different from those set forth in this Agreement referred to as "Additional Terms." The Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms from First Reference Inc., which will

be deemed to have been given by First Reference Inc., upon posting online on First Reference's website (www.firstreference.com), or may be given by First Reference as set out in Section 11. Additional Terms may be created or modified by First Reference upon First Reference giving the Subscriber notice of such new or modified Additional Terms. By using such aforesaid Data and Features governed by Additional Terms, the Subscriber agrees to and will be obligated to comply with all such Additional Terms as part of the Terms and Conditions of Use in this Agreement.

6. Activities and Use Excluded from Licence

6.1 Reproduction in whole or in part of any First Reference Product or Service including Data and Features, regardless of publishing format, is strictly prohibited. Reproduction, storage in a retrieval system, or transmission in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, except as specified in the Licence Agreement, constitutes copyright infringement without the prior written permission of First Reference. Copyright is vigorously protected.

6.2 At no time whatsoever will any Subscriber or their employees resell, distribute, or make available to a non-subscriber on any basis any First Reference Products or Services without prior written permission from First Reference.

6.3 At no time can employee training content, including but not limited to copy, text, images, audio, and design be modified, repurposed, redistributed or resold, whether for profit or not. It is the responsibility of Subscribers to ensure that employees using the Products or Services do not violate this Agreement and are made aware of the terms and conditions of this Agreement.

6.4 The email functionality of any First Reference Product or Services, cannot be used to distribute Commercial Electronic Messages (as such term is defined for purposes of Canada's Anti-Spam Legislation), or any other messages regulated by anti-spam legislation of any other jurisdiction, whatsoever. This includes, but is not limited to, encouraging recipients to engage or participate in a commercial activity regardless of existing or non-existing business relationships, and/or regardless of having obtained express or implied consent. Email use must solely be used as intended, including but not limited to: assigning documents for electronic employee viewing, reading and approval, sending deadline reminders for assigned content, training assignments, tracking or completion, changing of settings, and cannot contain any solicitation for services or products. First Reference is neither liable nor responsible for any misuse or violation of the inherent purpose of its platform and Features in its Product or Services, and reserves the right to revoke subscription privileges without a refund should a Subscriber use the service for any means other than its intended use, or use contrary to Canada's Anti-Spam Legislation, in addition to any other remedy available to First Reference at law or in equity.

6.5 Modify, adapt, alter, translate, or create derivative works of First Reference Products or Services.

6.6 Merge or otherwise integrate First Reference Products or Services with any external components or software.

6.7 Reverse engineer, decompile or disassemble First Reference Products or Services or otherwise attempt to derive the source code and/or content of the First Reference Product or Service except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

6.8 Remove, alter, or obscure any confidentiality or proprietary notices (including copyright and trademark notices) of First Reference or its suppliers on First Reference Products and Services, including any copies of First Reference Products and Services that you are permitted to make under this Agreement.

6.9 Circumvent, or provide or use a program intended to circumvent, technological measures such as activation codes or password.

6.10 Use an activation code or credentials or use copies of First Reference Products and Services in any manner that exceeds the scope of the licence under which the activation code/password is provided to you.

6.11 Otherwise reproduce or use First Reference Products except as expressly permitted under this Agreement.

6.12 Share or pass First Reference Products and Services on to a third party or competitor of First Reference.

6.13 Multiplexing is not permitted under this Agreement. You may not combine transactions from multiple users onto a single session. You may only have as many sessions open at one time as the number of Users authorized by First Reference for the licence under which that First Reference Product or Service is used. If you are concerned about how to apply these multiplexing licence restrictions for a particular Product or Service, please contact First Reference at info@firstreference.com.

7. Demonstration and Training on the Products and Services

7.1. The Subscriber and Trial User are aware and agree that First Reference may use third party software to remotely connect their computer for demonstration, training or technical support of a First Reference Product and Service with the Subscriber's or Trial User's consent.

8. Sales, Price and Payments for Licences to Products and Services

8.1 First Reference tries to provide accurate information on its website and through its Products and Services and/or its affiliated platforms, but errors may occur. First Reference reserves the right to change the Products and Services available and licence

fees and prices without any notice or liability. First Reference cannot guarantee Products or Services advertised on the site and/or its affiliated platforms will be available when ordered or thereafter.

8.2 First Reference reserves the right at any time to reject, correct, cancel, or terminate any sale of a licence for any reason whatsoever. If you order Products or Services for which the licence price was incorrectly displayed, First Reference will provide you with an opportunity to place an order at the correct licence price. If you order products or Services that are not available, First Reference will notify you by email and/or by telephone. First Reference reserves the right to limit quantities of licences sold. Nothing on the site is an offer to sell. Your properly completed and delivered quote approval is your offer to purchase licences to the Products or Services contained in your order. Your purchase of a licence is deemed accepted only if and when First Reference sends an order acceptance to your email address.

8.3 The purchase price of a licence depending on the Product or Service is displayed on the invoice and constitutes the licence fee.

8.4 Full payment is due to First Reference within 30 days of the invoice date, unless otherwise noted on the invoice or agreed to in writing. Monthly subscriptions may be available for certain licences to Products or Services when advertised. Web payment can be made via MyAccount.

8.5 Please consult First Reference as to current licence fees/prices before placing an order. All licence fees are non-refundable and non-cancelable except as expressly provided in this Agreement and do not include shipping and taxes, all of which you are responsible for paying above and beyond the licence fees due to First Reference.

8.6 As for loose-leaf licence Products and Services, if a Trial User declines to become a subscriber during or after the trial period, the Trial User must return the loose-leaf Products and Services back to First Reference at its own costs through Canada Post.

9. Password and Username

9.1 Access to First Reference's Online Products and Services and its platforms require an authenticated set of credentials such as login ID and password. Upon being accepted as a Subscriber, First Reference will provide a unique ID and password which allows access over a secure network. It is the responsibility of Subscribers or users to protect that information, including without limitation, to use effective passwords that are not easily guessed or discoverable, and keep login IDs and passwords confidential. Subscribers and users are responsible for any activity that occurs under their login ID. Subscribers or users who discover any compromise of login IDs and/or passwords, or suspected unauthorized use of the site using their identity, must change their password using the Forgot My Password functionality and immediately report the suspected misuse to First Reference, including sharing of user names and passwords.

10. Monthly or Annual Subscriptions

10.1 Unless otherwise instructed at the time of the order, purchasers of a licence are automatically placed on subscription and automatically renewed and invoiced for subsequent subscription periods at then-current rates. A shipping and handling charge is included on renewal invoices for loose-leaf products to cover costs involved in the delivery of the updates/parts over the subscription period.

10.2 Terms and conditions of this Agreement will automatically renew for a further year on each anniversary thereafter, at a price which is increased over that for the just ending term, unless the Subscriber gives written notice of termination to First Reference which is received by First Reference within 30 days of the date of any renewal invoice from First Reference.

10.3 As part of the subscription and renewal price, where applicable, First Reference provides automatic updates to the main Data of a Product or Service.

11. Limited Warranties and Limitation of Liability

11.1 First Reference disclaims any representations, warranties or conditions express or implied, including those of performance or merchantability or fitness for a particular purpose with respect to the Features and Data in a Product or Service. First Reference provides the Features and Data "as is," and does not warrant that the functions or that the operation or content will be uninterrupted, free from libelous content which is an invasion of privacy, identical to the original source from which the Data or Features were obtained, accurate, complete, current or free from any software virus or other harmful component.

11.2 While First Reference uses reasonable efforts to maintain all of its Products, Services or Website in an up-to-date fashion, to the extent permitted by law, it excludes and does not represent or warrant the completeness, fitness, timeliness, or accuracy of any Data contained on its websites, or any of its Products and Services, for any purpose whatsoever, whether in English or French, and may make changes thereto at any time in its sole discretion without notice. All Products and Services provided by First Reference, whether in English or French, are provided to Subscribers or users "as is," "with all faults," "as available," and at the sole risk of the Subscriber and/or users. Our human resources information, including Ask the Editor recommendations, are based on seasoned, best practice field experience and should not be construed as legal advice.

11.3 First Reference does not guarantee 100% replication of English language content in French language. For all the content on First Reference's website, the English language version is the official and original copy. First Reference's online Products and Services provided in French are not guaranteed to be an exact duplicate or replication of the English content, or vice versa. Language has various subtleties which cannot be entirely captured, and content may be different and/or lacking per the language selected based on considerations beyond mere replication.

11.4 Subscribers and/or users are responsible for how they use the Products and Services, whether in English or French, and without limitation, members and/or users are responsible for how they use, alter, and implement any documents provided as part of the Product and Services. The First Reference website and its affiliated platforms are intended to supply general information only, and not specific employment/labour law, human resources or accounting or professional or other advice particular to one business entity or environment. First Reference is not engaged in rendering legal, accounting or other professional advice. All Subscribers and users are encouraged to consult their own legal advisors or other professionals with respect to information obtained from First Reference and the application of such information to their specific situation.

11.5 First Reference Products and Services may require significant bandwidth or data usage. Subscribers and/or users are responsible for all charges incurred from their ISP or mobile network service provider in accessing, downloading, or using First Reference's Products and Services.

11.6 All promises made by First Reference are contained in this Agreement. No promises implied by law (whether described as warranties, conditions, representations, or otherwise, and whether relating to merchantability, fitness, non-infringement, or otherwise) apply. First Reference will not be liable for any loss or injury arising out of or caused, in whole or in part, by its negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the Data. You cannot collect any damages whatsoever, including, without limitation, direct, indirect, consequential, exemplary or punitive, from First Reference for any reason (whether under legal theories of contract, tort, negligence, strict liability, operation of law or otherwise) or that exceed the amount paid by you to First Reference hereunder for any Product or Service that the claim arises from.

11.7 First Reference relies on these limitations when entering this Agreement and setting its fees. The limitations are a fundamental and essential part of our arrangement, and apply even if this Agreement has failed in its fundamental or essential purpose, or has been fundamentally breached.

12. Cancellation and Termination of this Agreement

12.1 Cancellation of Service: First Reference subscription pricing is based on a minimum twelve (12) month term unless otherwise stated for a specific Product or Service. We do not offer subscription cancellations or refunds during the term of the subscription. However, there is no obligation to continue as a First Reference subscriber once your subscription term expires.

12.2 First Reference may immediately terminate this Agreement by revoking all passwords if the Subscriber breaches or permits any breach of any provision of this Agreement. The Subscriber may terminate this Agreement immediately upon giving

written notice to First Reference within 30 days of being deemed to have received notice from First Reference of Additional Terms or Amendments to this Agreement.

12.3 Upon termination of this Agreement by First Reference or the Subscriber, all Subscriber rights in this Agreement will immediately cease and the Subscriber will no longer have access to Features, Data, Products or Services. The Subscriber is ordered to erase any downloaded Data and/or Features, or portions thereof, improperly copied onto any computer controlled by the Subscriber and to secure on its own computer his or her customized data or subscriber owned data.

12.4 All customized data or subscriber owned data is the property of the Subscriber and will remain the property of the Subscriber. The Subscriber will be able to export the customized data or subscriber owned data out of the Product or Service.

13. Governing Law

13.1 This Agreement is governed by the laws of the Province of Ontario, Canada, excluding any conflicts of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any legal action against First Reference will take place in the courts of the Province of Ontario. The parties attorn to the non-exclusive jurisdiction of the courts of Ontario.

14. Links

14.1 You may link to the First Reference website; however, you may not place full or partial pages within frames on your site.

14.2 Any third party sites that are linked to the First Reference website are not under First Reference's control. First Reference is not responsible for anything on the linked sites, including, without limitation, any content, links to other sites, any changes to those sites, or any policies those sites may contain. First Reference provides links as a convenience only and such links do not imply any endorsement by First Reference of those sites.

14.3 First Reference offers potential marketing partnerships to qualified parties who wish to link to, upload, or reference First Reference's content, including marketing related materials, videos, collateral, and/or documentation of any kind. Permission must be obtained prior to linking to or referencing First Reference's content.

15. Privacy

15.1 Please see our [Privacy Policy](#). The "contact us" or "Ask the Editor" email feature on the First Reference website, or in Products or Services is like any email service, and is not a secure facility. We discourage you from using it to send sensitive or private information.

16. Confidential Information

16.1 Confidential Information is all information provided to First Reference that is not generally known to the public, whether of a technical, business, or other nature (including, without limitation, any employee information, business plans, finances, identity and number of your employees, or contractors and their backgrounds or knowledge), whether or not identified as being proprietary and/or confidential, or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as proprietary and/or confidential.

16.2 Confidential Information will not include (except for any personally identifiable information about an individual that relevant privacy legislation or policies do not allow to be disclosed): (a) any Confidential Information that is in the public domain at the time of its disclosure or which thereafter enters the public domain through no action of First Reference, direct or indirect, intentional or unintentional; (b) any Confidential Information which First Reference can demonstrate was in its possession or known to it prior to its receipt, directly or indirectly, from you; (c) any Confidential Information that is disclosed to First Reference by another party not in violation of the rights of the other party or any other person or entity; (d) any Confidential Information which is either compelled by law or by the order of a court of competent jurisdiction to be disclosed; and (e) any Confidential Information that First Reference has anonymized and aggregated for statistical purposes.

16.3 First Reference will (i) not use Confidential Information for any purpose other than providing its Services to you; (ii) not disclose Confidential Information to anyone without your prior written authorization; (iii) handle, preserve, and protect Confidential Information with at least the same degree of care that it affords its own Confidential Information; (iv) disclose Confidential Information only to its employees or subcontractors who require such information in order to perform the Services, and are under confidentiality obligations.

17. Release of Information

17.1 For Subscribers through Academic Institutions, the Subscriber hereby authorizes the release to First Reference of information pertinent to this licence including Subscriber name, address, email address, status as student, faculty member or librarian, course of study and expected year of graduation. This authorization includes any permission required under any applicable information or privacy legislation anywhere in Canada. First Reference undertakes to use the information collected under this clause only for purposes directly related to this licence.

17.2 For All Other Subscribers, the Subscriber hereby authorizes and warrants to First Reference that it has the authority to authorize the release to First Reference of Subscriber and user information pertinent to this licence, including: i) Subscriber name, address and email address, and ii) individual names and email addresses of all users of Features and/or Data under this licence. This authorization includes any permission

required under any applicable information or privacy legislation anywhere in Canada. First Reference undertakes to use the information collected under this clause only for purposes directly related to this licence.

18. Support

18.1 To gain access to First Reference customer service or technical support or the Ask the Editor service, you understand that you may be required to speak with a company representative by phone and that all calls between First Reference staff members and subscribers and/or users, are recorded for training and quality assurance purposes. To protect the integrity of the account, First Reference customer service and technical support or Ask the Editor service and privileges are provided only to the Subscriber on the account and as such a validation may be required prior to consultation with a First Reference representative.

18.2 Other than reasonable technical support that is provided at First Reference's discretion, First Reference will provide online demonstrations of Products and Services including Features and Data in select cases.

19. Effect of Agreement

19.1 This Agreement (which includes all current and future Schedules and Additional Terms) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter.

19.2 With effect after the expiry of the notice to the Subscriber, **First Reference may amend the Terms and Conditions of this Agreement by giving at least 30 days' prior notice of the amended terms and conditions of this Agreement or Additional Terms to the Subscriber in writing or posted online** on the First Reference website or any of its Products or Services, subject to the Subscriber's cancellation and termination rights under Section 11. Any other amendment must be in writing and signed by both First Reference and the Subscriber. **Terms of use and conditions of this Agreement were last reviewed on October 15, 2019.**

19.3 Should any portion of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of either party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

20. Force Majeure

20.1 First Reference's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any

government or governmental authority, war or other hostility, terrorism, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labour dispute, inability to obtain necessary supplies, inability of any computer system or software to properly calculate dates.

21. How to Contact First Reference

First Reference may be contacted at

First Reference
Attn: Publisher,
50 Viceroy, Unit 1,
Concord, Ontario,
L4K 3A7
www.firstreference.com

or

By email to: info@firstreference.com

or

Phone: 905-761-7305
Toll-free: 800-750-8175
Fax: 905-761-7306

22. Arbitration

22.1 Any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to:

- a) this Agreement;
- b) the Features or Data;
- c) oral or written statements, advertisements or promotions relating to this Agreement or to the Features or Data; or
- d) the relationships which result from this Agreement (including relationships with third parties who are not signatories to this Agreement) (collectively the "Claim"); will be referred to and determined by arbitration (to the exclusion of the courts). Subscriber agrees to waive any right Subscriber may have to commence or participate in any class action against First Reference related to any Claim and, where applicable, Subscriber also agrees to opt out of any class proceedings against First Reference.

22.2 If Subscriber has a Claim, Subscriber should give written notice to arbitrate to First Reference at the address specified below. If First Reference has a claim, First Reference will give Subscriber notice to arbitrate at Subscriber's address found in the

account system at that time. Arbitration of Claims will be conducted in such forum and pursuant to such rules as Subscriber and First Reference agree upon, and failing agreement will be conducted by one arbitrator pursuant to the laws and rules relating to commercial arbitration in the Province of Ontario that are in effect on the date of the notice to arbitrate.

23. Assignability

23.1 The Subscriber may not assign, sub-license or otherwise transfer or encumber Agreements or any of Subscriber's rights or obligations under this Agreement, to any person except with the prior written consent of First Reference.

23.2 First Reference may assign or transfer this Agreement and/or any rights or obligations hereunder to any affiliate of First Reference's, and First Reference or such affiliate assignee may assign or transfer this Agreement and/or any rights or obligations hereunder to any third-party successor to all or substantially all of the business or assets of First Reference, in each case without the prior consent of Subscriber.

24. Language

24.1 At the request of the parties, the official language of this Agreement and all communications and documents relating hereto is the English language and the English-language version will govern all interpretation of the Agreement. À la demande des parties, la langue officielle de la présente convention ainsi que toutes communications et tous documents s'y rapportant est la langue anglaise, et la version anglaise est celle qui régit toute interprétation de la présente convention.

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