WEBSITE TERMS OF USE

This website, Cornertonehrint website including all pages, content and subdomains, (collectively, "Site") is owned and operated by Cornerstone HR International a HR Management Company. In these Terms of Use ("Terms"), "we", "us" and "our" means Cornerstone HR International and the terms "you" or "your" means any individual user of our Site or, if you are using this Site on behalf of your employer, means both you and your employer.

NOTICE: It is your responsibility to carefully read these Website Terms of Use ("Terms") prior to using our Site or purchasing or accessing any of our services, offerings (whether free or paid), content or other resources (collectively, "Services"). These Terms govern your use of the Site and Services and are legally binding on you.

USE OF OUR SITE AND SERVICES

When you accessed our Site or opted in to any of our Services you were given reasonable notice that these Terms existed. By accessing and continuing to use our Site or by clicking to agree to these Terms when the option is made available to you, you agree to be legally bound and abide by these Terms and our Privacy Policy whether you have read them. If you do not agree with these Terms or our Privacy Policy, you must not use or access our Site or Services.

By purchasing or accessing any of our Services, you warrant to us that you are at least 13 years of age. If you are not at least 13 years of age, you are not allowed to use our Site.

While we aim to keep this Site as up to date as possible, we cannot guarantee that all content on our Site is entirely accurate, complete, or up to date. We reserve the right at any time to modify or discontinue, in whole or in part, any Services offered or change the prices of Services without notice. We are not liable to you or any third-party for any modification, price change, suspension or discontinuation of any Services.

If you wish to have any of your personal information from our Site removed, you may email us at Hello@Cornerstonehrint.com and we will make reasonable efforts to do so. More information about how we collect, process and store your personal information can be found in our Privacy Policy.

FEES AND REFUNDS

Fees

All fees are listed in Canadian Dollars (CDN) and are subject to change without notice. By purchasing through our Site, you authorize us and any third-party payment processors we use, to charge your chosen payment method for the total amount at checkout, including any applicable taxes.

Refunds

We do not provide refunds. Any refunds issued will be in our sole discretion and determined on a case-bycase basis.

Chargebacks

You agree to contact us first and provide 14 days' notice to resolve any issue before initiating a chargeback. Any chargeback initiated without prior contact may result in the forfeiture of any bonuses or

digital materials received and we will revoke your access immediately. We reserve the right to provide evidence of your purchase and access to any payment processor. We also reserve the right to pursue recovery of any amounts refunded through a wrongful chargeback, including the costs of such recovery and any legal fees incurred.

Payment Authorization

If any payment is recurring or made via a payment plan, you authorize our continued access to your financial information stored in any third-party payment processor we may use until your payment has been received in full and in accordance with any other payment terms accepted at the time of checkout.

Subscriptions

Subscription purchases renew automatically based on the preferences you set in your account. By selecting the subscription option, you are authorizing us to charge your credit card for future purchases based on the quantity and frequency you have specified. You accept responsibility for all recurring charges prior to cancellation. You can change or cancel your subscription up to 24 hours prior to your designated delivery date. You will receive a reminder email 3 days prior to each shipment.

INTELLECTUAL PROPERTY AND OWNERSHIP OF RIGHTS

Ownership of Intellectual Property Rights

All content, resources, materials, Digital Products (as defined below), images, text, designs, graphics, icons, videos, logos, taglines, trademarks (whether common law or registered), copyright, and service marks ("Intellectual Property") on our Site and within our Services or posted on social media is owned by us, unless attributed otherwise. All content on the Site and in any Services is proprietary to us and you may not modify, whether in whole or in part, and of our Intellectual Property as this is a violation of our rights and of federal law.

You are strictly prohibited, and may NOT under any circumstance, use our Intellectual Property in any way including re-posting or republishing any of our Intellectual Property to any third-party website or social media platform for any purpose whatsoever.

Linking to our Site and Social Media

Before you link to our website or social media, please ensure you are following our guidelines for doing so. If you wish to link to our Site as a source for a blog, article, or other marketing or promotional purpose you are required to include a direct link to our Site in the cited material. You are not permitted to share copied information or content from our Site without our express, written permission. All links to our Site must establish that you do not have any association or endorsement from the Company (absent a separate affiliate agreement, influencer agreement, or other written agreement).

You are not permitted to repost any of our information on your own website or social media account without our express written permission. You agree to immediately remove any content when requested by us.

Digital Product Licensing

When you purchase access any of our digital products, services or other resources (collectively "Digital Products"), you are granted a limited, non-transferable, non-exclusive, revocable license for personal or internal business use only.

For clarity, as part of your limited license:

You may:

- Access and use the product for your own personal internal, non-commercial business use;
- Download or print materials for your use only.

You may not:

- Share, resell or distribute the Digital Products to others (including sharing your account logins with others to access the Digital Products;
- Copy or modify the product for redistribution;
- use the Digital Product in whole or in part as "inspiration" or make minor changes to any part or whole of your purchases for resale, sharing or distribution as your own work;
- Claim the Digital Product or any variations as your own.

Violations and Indemnity

We take violations and infringement of our Intellectual Property rights seriously. We reserve the right to revoke your access to our Intellectual Property for any misuse or infringement and further expressly reserve the right to take whatever legal steps necessary to protect and defend our Intellectual Property, and violators will be fully prosecuted permissible by law. You agree to indemnify, defend and hold us harmless for any and all damages, costs and expenses, including legal fees, arising from your misuse of our Intellectual Property and our enforcement of our rights.

Media Release

By using our Site, you grant us a commercial license to use any image you voluntarily submit to us to use to promote and market out services.

SECURITY

General

You understand that unfortunately, the transmission of information via the internet is not completely secure. Although we make commercially reasonable efforts to protect your information, we cannot guarantee the security of your personal information transmitted to our Site. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on our Site.

Account Security

You are responsible for safeguarding any login details associated with accessing our Services. If you suspect your account has been compromised, please contact us immediately.

Use of Third-Party Applications

We use third-party platforms to deliver Services and process payments. Your data may be stored or processed by these third parties. Refer to our <u>Privacy Policy</u> for more details.

Confidentiality

Unless you become a client through a separate agreement, we do not have any duty of confidentiality to you. Any communication submitted through the Site may not be treated as confidential.

USER CONTENT & COMMUNICATIONS

User Content & Communications

By submitting comments, testimonials, or materials to us, you grant us a worldwide, royalty-free license to use, reproduce, and publish that content in connection with our business, unless you explicitly request otherwise.

You agree not to post or submit any content relating to us that is:

- Unlawful, defamatory, or harmful;
- Spam or promotional in nature;
- Misleading or infringing on the rights of others

We reserve the right to moderate or remove any submissions at our discretion.

Prohibited Behaviour

By using our Site, you agree not to misuse or tamper with our Site, including but not limited to hacking, introducing viruses, trojans, worms, logic bombs or other technologically harmful material that would harm the functionality of, or jeopardize the security of our Site. We will immediately report any such breach or what we deem in our discretion to be harmful activities to the relevant law enforcement authorities. You agree to indemnify, defend and hold us harmless from all third-party claims, liability, damages and/or costs arising from your use and misuse of our Site and your breach of these Terms.

ASSUMPTION OF RISK AND DISCLAIMERS

Assumption of Risk

Use of this Site is at your own risk. You understand and agree that use of our Site, its contents and purchase of any our Services, or items found or attained through this Site is at your own risk. While we host our site on a reputable platform and take commercially reasonable efforts to maintain and host the Site, we make no representations, warranties or guarantees as to your individual safety when using our Site. You further assume all risk associated with your access to and use of any information or materials provided to you on the Site, Services or any other pages, platforms or profiles maintained by us and any subsequent actions you choose to take, or not to take, as a result of the information, influence or educational materials made available to you.

Warranties Disclaimer

We make no warranties as to our Site, the Services or any related materials. You agree that our Site, and Services are provided "as is" and without warranty of any kind either express or implied. To the fullest extent permissible pursuant by applicable law, we expressly disclaim all warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement.

No Guarantees; Testimonial Disclaimer

While we may reference certain results, outcomes or situations on this Site or Services, you understand and acknowledge that we make no guarantee as to the accuracy of any third-party statements or the likelihood of success for you as a result of any statements or testimonials contained on our Site or as part of the Services. The testimonials, statements and/or opinions presented on our Site are the results of the individuals who provided them. Results and/or experiences of each individual may vary. The testimonials used on our Site may not represent and does not guarantee the same or similar result or experience of others who use our Site and/or Services. All testimonials provided on our Site were voluntarily provided without payment or in exchange for any compensation unless expressly indicated otherwise.

General Disclaimer

To the fullest extent permitted by law, we expressly exclude any liability for any direct, indirect, or consequential loss or damage incurred by you or others in connection with the use of our Site or the Services, including without limitation any liability for any accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts, anticipated savings, loss of data, loss of goodwill, and for any other loss or damage of any kind, whether caused by negligence, breach of contract or otherwise, whether foreseeable or unforeseeable.

Third Party Disclaimer

You acknowledge and agree that we are not liable for any defamatory, offensive, or illegal conduct of any other third-party participant or user.

Technology Disclaimer

We make reasonable efforts to provide you with modern, reliable technology, software, and platforms from which to access our Site and Services. In the event of a technological failure, you accept and acknowledge that we are not in any way responsible or liable for said failure and any resulting damages to you or your business. While we will make reasonable efforts to support you, some technological issues are outside our control, and you may need to access support from a third-party contributor. We do not warrant that the Site will be functional, uninterrupted, correct, complete, appropriate, or error-free, that defects will be corrected, or that any part of the Site or Services are free of viruses or other harmful components. We do not warrant or make any representations regarding the use or the results of the use of our Site, Services or related materials, or on third-party websites in terms of their correctness, accuracy, timeliness, reliability, or otherwise.

Use of Artificial Intelligence Disclaimer

We may use artificial intelligence ("AI") to create content and resources for our Site or to provide customer service. Our Site and related materials may contain the use of AI technologies including, but not limited to, AI-generated text, graphics, images, and/or audio. We confirm AI technology was used as a tool by us to supplement, enhance, and make suggestions to our content, and not as a replacement for our own thoughts, ideas and final materials. We further confirm that the content and resources, opinions and final products, whether offered for free or for sale, are wholly human and original to us. We retain and maintain sole copyright ownership over such content. We further confirm we were given a non-exclusive license to use such AI-generated content from third-party AI platform(s). You understand and acknowledge that we make no guarantee as to the accuracy of third-party AI-generated content contained herein and you expressly acknowledge and understand that any information or knowledge you gain as a result of using any AI-generated content on this website is used at solely at your own risk.

Not Professional Advice

We are not medical, legal, financial, or other regulated professionals, or if we are, your use of our Site does not mean we are providing our professional services to you. You expressly acknowledge and agree that we are not acting in any professional capacity, including medical, legal, financial, or otherwise during the course of any Service. No part of our Site, the Service or any related content or materials are to be construed as medical, legal or financial advice. We expressly disclaim any and all responsibility for any actions or omissions you choose to make as a result of using this Site and/or Services.

Third-Party Contributors

We may provide content to you written by third-party contributors on our Site. While we make our best effort to ensure contributors are qualified in their industry and reflect our values, we make no guarantees of quality or accuracy. All written content on the Site are opinion pieces and must not be interpreted as our opinion or as specific advice. We are not liable for any third-party contributors' content or opinions. You must not rely on Site content or third-party contributors' opinions and always seek the appropriate professional advice.

Online Store Disclaimer

Certain products may be available exclusively online through the Site and in limited quantities. We have made every effort to display as accurately as possible the colors and images of our products that appear on the Site. We cannot guarantee that your computer monitor's display of any color will be accurate. We reserve the right, but are not obligated, to limit the sale of products to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. All descriptions of products and pricing of products are subject to change at any time without notice and we reserve the right to discontinue any product at any time. We do not warrant that the quality of any products will meet your expectations, or that any errors in the Service will be corrected.

LIMITATION OF LIABILITY AND INDEMNITY

Limitation of Liability

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL CORNERSTONE HR INTERNATIONAL OR WHERE APPLICABLE, ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AFFILIATES, OR AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SITE, SERVICES, OR CONTENT EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS, THE SITE, OR OUR SERVICES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE AMOUNT YOU PAID TO US FOR SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

Release, Indemnity and Waiver

To the maximum extent permitted by applicable law, you agree to defend, indemnify, release and hold harmless the Released Parties from and against any claims, liabilities, damages, losses, liabilities, costs

and expenses (including reasonable legal fees) arising out of or relating to your breach of these Terms or your use or misuse of our Site.

Affiliate Disclaimer

We may use affiliate links to sell certain products or services on our Site meaning that if you click on a link and purchase an item, we may receive an affiliate commission. In accordance with legal requirements, we will clearly disclose when affiliate links are used. We are not responsible for the quality, accuracy, or delivery of any third-party products or services purchased through affiliate links. You agree to assume all responsibility for your use of affiliate-linked products or services and to review the terms and conditions provided by the third party.

Termination of Your Use

If at any time we believe that you have violated these Terms, we shall immediately terminate your use of our Site, the Services and any related communications as we deem appropriate and in our sole discretion. At any time, we may block or revoke your access of our Site and Services at any time without notice, and if necessary, block your IP address from further visits to our Site.

DISPUTES AND CLAIMS

Notice of Dispute or Claim

You will not file any legal action against Cornerstone HR International in any forum without submitting a detailed description of your dispute or claim to us at hello@cornerstonehrint.com ("Dispute"). The information you provide to us must include specific information about the Claim such as the nature of the issue, the Site page(s) affected by the issue, reference to any legal authority governing the issue, citations to applicable laws, and any other information a reasonable person would consider relevant to resolving the issue.

Resolution Process

We shall have ninety (90) days to respond to your email notice. If you send more than one (1) email notice, the 90-day response timeline applies separately to each email notice you send. If your issue is not resolved within ninety (90) days, you have thirty (30) days to request an informal mediation about the issue with Cornerstone HR International. If we agree to mediation, the mediation will take place in Ottawa, Ontario with a professional mediator to be mutually selected by the parties. The parties will split the costs of mediation equally.

Litigation

If a dispute between you and Cornerstone HR International cannot be resolved informally or through mediation, litigation may be commenced in the courts of Ottawa, Ontario. Each party agrees to submit to the exclusive jurisdiction of such courts with respect to any dispute(s) and agrees not to bring any dispute(s) in any other court or adjudicative body. Each party hereby consents to venue and personal jurisdiction in such courts with respect to such dispute(s) and irrevocably waives any right that it may have to assert that such forum is not convenient or that any such court lacks jurisdiction.

Jury and Class Action Waiver

YOU WAIVE THE RIGHT TO A TRIAL BY JURY, TO PARTICIPATE IN A CLASS ACTION, OR TO SEEK REMEDIES BEYOND THE EXTENT NECESSARY TO PROVIDE INDIVIDUALIZED RELIEF. YOU AGREE NOT

TO ACT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED OR DE FACTO CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC.

Time Limitation

Any Dispute(s) must be filed within two (2) years after the cause of action arose and you waive any statute of limitations to the contrary.

Injunctive Relief

Your breach of these Terms is likely to cause immediate and/or irreparable harm to Cornerstone HR International. As such, we may seek injunctive relief against you without the need to post bond.

GENERAL

Full Agreement

You acknowledge that these Terms of Use, together with our Privacy Policy constitute the full agreement relating to your use of the Site.

Governing Law, Jurisdiction; Legal Fees

These Terms, as well as our Privacy Policy are governed by and interpreted in accordance with the laws of Ontario and the federal laws of Canada where applicable. Any disputes arising directly or indirectly from this Agreement will be submitted and heard exclusively in the courts of Ottawa, Canada. Subject to applicable law, the substantially prevailing party in any dispute litigation regarding any Disputes(s) will be entitled to recover reasonable legal fees and costs, including expert costs.

Severability

If any of the provisions of these Terms are found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not, to the extent permitted by law, in any way be affected and will remain enforceable.

Waiver

The failure by us to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. Any waiver of these Terms by us must be expressly set out in writing.

All Rights Reserved

We reserve the right to update and change these Terms at any time and it is your responsibility to review these Terms periodically. You can review the most current version of our Terms at any time by visiting this page. [If you want to be notified about changes to these Terms and our Privacy Policy, please email us at hello@Cornerstonehrint.com and we will add you to our notification list.] If you continue to use the Site after we make changes, you agree to the changes. All rights not expressly set out and granted in these Terms and Conditions of Use and/or our Privacy Policy are expressly reserved by us.

Contact

If you have any questions about these Terms and Conditions of Use, please send an email to: hello@Cornerstonehrint.com.