

Terms of Use

Last updated: January 10, 2019

1. YOUR ACCEPTANCE OF TERMS; MODIFICATION OF TERMS

Welcome to the Protiviti website located at <https://www.protiviti.com/CA-en> (together with any materials and services available therein, and successor site(s) thereto, the "Site"). The Site is operated by Protiviti. These Terms of Use ("Terms") state the terms and conditions governing your use of and access to the Site and constitute a legally binding contract between you and Protiviti. Any additional terms and conditions posted by Protiviti through the Site, or otherwise made available to you by Protiviti, are hereby incorporated into these Terms.

PLEASE REVIEW THESE TERMS CAREFULLY. YOUR ACCESS TO AND/OR USE OF THE SITE CONSTITUTES YOUR ACCEPTANCE OF, AND CONSENT TO BE BOUND BY, THESE TERMS. IF YOU DO NOT ACCEPT AND CONSENT TO BE BOUND BY THESE TERMS, THEN YOU MUST NOT USE OR ACCESS THE SITE.

We may amend all or any part of these Terms by adding, deleting, or varying the content of these Terms. These amendments may be made at any time and from time-to-time in our discretion, and could occur very close together, or very far apart, depending on the circumstances.

We will provide you with notice of the proposed amendments by posting an amended version of these Terms with a new version date. We will include a link to the previous version of the Terms beneath the new version date. The amendments will take effect 30 days after the date on which the amended version is posted. Prior to that date, the previous version of the Terms will continue to apply.

If you disagree with any amendments, you may refuse the amendments and cease using the Site at any time within the 30-day notice period. There will be no cost or penalty for doing so. If you use the Site after the 30-day notice period, then you are deemed to have accepted the amendments.

If you do not cease using the Site during the applicable time period, then, by your continued use, you are deemed to have accepted the proposed amendments.

The "Last Updated" legend above indicates when these Terms were last changed. We may, at any time and without liability, modify or discontinue all or part of the Site (including access to the Site via any third-party links), or offer opportunities to some or all Site users.

2. ELIGIBILITY; ORGANIZATIONS; JURISDICTIONS AND LAWS

By using the Site, you affirm that you are of legal age to enter into these Terms.

If you are an individual accessing or using the Site on behalf of, or for the benefit of, any corporation, partnership or other entity with which you are associated (an "**Organization**"), then you are agreeing to these Terms on behalf of yourself and such Organization, and you represent and warrant that you have the legal authority to bind such Organization to these Terms. References to "you" and "your" in these Terms will refer to both the individual using the Site and to any such Organization.

The Site is controlled or operated (or both) from the United States and, to the extent permitted at law, is not intended to subject Protiviti to the laws of any jurisdiction other than those of Canada and the United States.

The Site may not be appropriate or available for use in some jurisdictions other than Canada and the United States. Any use of the Site is at your own risk, and you must comply with all applicable laws, rules

and regulations in doing so. We may limit the Site's availability at any time, in whole or in part, to any person, geographic area, or jurisdiction that we choose.

3. LICENSE

Subject to and conditioned on your compliance with these Terms, Protiviti grants you a limited, non-exclusive, non-transferable, non-assignable, revocable license to access and use the Site, and to download copies of the materials that we make available for download on the Site, in each case solely for your personal and non-commercial use.

The Site, including all content, information, and materials incorporated into or made available through the Site, is the exclusive property of Protiviti or its suppliers, and is protected by Canadian, U.S. and international law. You agree not to access or use the Site, or any content, information, or materials incorporated into or made available through the Site, except as expressly permitted under these Terms.

All trademarks, service marks, trade names, and logos displayed on the Site (the "Marks") are the exclusive property of Protiviti or their respective third party owners. Except for your right to view Marks on our Site, you are not granted any rights to the Marks. Nothing in the Site grants, by implication, estoppel, or otherwise, any license or right to use any Marks displayed on the Site.

4. USER SUBMITTED MATERIALS

The Site includes functionality to enable you to upload your resume and/or other employment and career-related information, and may also enable you to submit comments and materials through interactive features such as message boards and other forums, and chatting, commenting and other messaging functionality (all such resumes, information, comments, and materials are "**Submitted Materials**"). For clarity, you retain ownership of your Submitted Materials. You hereby grant Protiviti a worldwide, royalty-free, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use and exploit such Submitted Materials, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials).

In addition, if you provide to us any ideas, proposals, suggestions or other materials ("**Feedback**"), whether related to the Site or otherwise, such Feedback will be deemed Submitted Materials, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Protiviti under any fiduciary or other obligation to you or to any other person.

You represent and warrant that you have all rights necessary to grant the licenses granted in this section, and that your Submitted Materials, and your provision thereof through and in connection with the Site, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party, including intellectual property rights. For each of the Submitted Materials, you further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials that you may have under any applicable law or under any legal theory. You agree to maintain and update your Submitted Materials as needed.

Protiviti may (but has no obligation to) screen, monitor, evaluate and remove any Submitted Materials at any time and for any reason, or analyze your access to and use of the Site.

We may use Submitted Materials for the purposes described in the Site's Privacy Policy, located at <https://www.protiviti.com/CA-en/privacy-policy> (the "**Privacy Policy**"), and we may disclose

Submitted Materials to third parties for the purposes and in the circumstances described in the Privacy Policy. The Privacy Policy governs how we may collect, use and disclose information that we may collect about you through your use of the Site or as a result of that use.

5. RULES OF CONDUCT

In connection with the Site, you agree NOT to:

- Post, transmit or otherwise make available through or in connection with the Site any Submitted Materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or that otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by a third party's copyright, trademark, trade secret, right of publicity or privacy, or any other proprietary right, without the express prior written consent of the applicable owner.
- Post, transmit or otherwise make available through or in connection with the Site any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a "**Virus**").
- Use the Site for any commercial purpose, or for any purpose that is fraudulent or otherwise tortious or unlawful.
- Harvest or collect information about users of the Site.
- Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available, including by hacking or defacing any portion of the Site, or violate any requirement, procedure or policy of such servers or networks.
- Restrict or inhibit any other person from using the Site.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Site, except as expressly authorized in these Terms.
- Reverse engineer, decompile or disassemble any portion of the Site, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark or other proprietary rights notice from the Site.
- Frame or mirror any portion of the Site, or otherwise incorporate any portion of the Site into any product or service.
- Systematically download and store Site content.
- Use any robot, spider, site search/retrieval application, or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Site content, or reproduce or circumvent the navigational structure or presentation of the Site, without Protiviti's express prior written consent. Notwithstanding the foregoing, and subject to compliance with any

instructions posted in the robots.txt file located in the Site's root directory, Protiviti grants to the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. Protiviti reserves the right to revoke such permission either generally or in specific cases, at any time and without notice.

6. ACCOUNT AND PASSWORD

You may need to register for an account to use portions of the Site. We may reject, or require that you change, any user name, password or other information that you provide to us in registering. You, and not Protiviti, are responsible for any use or misuse of your user name or password. In particular, it is your sole responsibility to: (a) maintain the confidentiality of your account login and password; (b) frequently update and revise your password; and (c) promptly notify Protiviti if there is any unauthorized use of your account or any breach of security.

7. THIRD PARTY MATERIALS

The Site may make available or provide links to third party websites, content, or information ("Third Party Materials"). Protiviti does not control, and is not responsible for, any Third Party Materials and the availability of any Third Party Materials on the Site. Links to Third Party Materials do not imply endorsement of, or affiliation with, the provider of Third Party Materials. Your use of Third Party Materials is at your own risk.

8. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Protiviti and its affiliates, officers, directors, agents, and employees, from any claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including legal fees and costs) arising out of or relating to your access to or use of, or activities in connection with, the Site (including any Submitted Materials), or your violation or alleged violation of these Terms or the Privacy Policy.

9. DISCLAIMER

The following provision is not applicable to Quebec Consumers.

THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, AND PROTIVITI EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE, AND WARRANTIES ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OR TRADE.

While we try to maintain the timeliness, integrity and security of the Site, we do not guarantee that the Site is or will remain updated, complete, correct or secure, or that access to the Site will be uninterrupted. The Site may include inaccuracies, errors and materials that violate or conflict with these Terms. Additionally, third parties may make unauthorized alterations to the Site.

Further, and without limiting the foregoing, Protiviti: (a) does not guarantee that you will receive any employment or job offers through the Site; (b) will not be responsible for any employment offers or listings, employment screenings, employment decisions, or actual employment presented by third

parties; and (c) is neither your employer nor your agent based solely on your usage of the Site. You must use your own judgment in evaluating any prospective employers and any Third Party Materials.

10. Cookies

- **General**

When you visit one of our websites, we may store information on your computer in the form of a cookie. Cookies are small text files that are sent to your browser from a web server and stored on your computer's hard drive. Some cookies are deleted after the end of the browser session, i.e. after closing your browser (so-called session cookies). Other cookies remain on your end device and enable your browser to be recognized the next time you visit (so-called persistent cookies). If cookies are set, they process certain user information such as browser and location data as well as IP address values to an individual extent. Persistent cookies are automatically deleted after a specified period, which can vary depending on the cookie. With the cookies we use, no personal data of the user is usually stored, apart from the internet protocol address. This information is used to automatically recognize you the next time you visit our website and to make navigation easier for you. Cookies allow us, for example, to adapt a website to your interests. Of course, you can also view our websites without cookies. If you do not want us to recognize your computer again, you can prevent the storage of cookies on your hard drive by selecting "do not accept cookies" in your browser settings. How this works in detail can be found in the instructions provided by your browser manufacturer. If you do not accept cookies, this can lead to functional restrictions of our offers. Cookies that are necessary for the technically error-free and optimized provision of our services ("technically necessary cookies") are stored on the basis of our legitimate interest in accordance with Article 6 Paragraph 1 Sentence 1 lit. f GDPR. Cookies that are not technically required are only set after you have given your consent (based on the legal basis Art. 6 Para. 1 S. 1 lit. a DS-GVO). You can adjust the cookie settings at any time under the following link and revoke consent already given: [Cookie Settings](#)

- **OneTrust**

We collect these consents and inputs through our cookie consent management tool ("OneTrust"), provided by OneTrust, LLC (UK Head Office: Cannon Green, 27 Bush Lane, London EC4R 0AA, UK and US Head Office: 1350 Spring Street NW, Suite 500, Atlanta, Georgia 30309, USA). OneTrust is used to store cookie settings for the entire website. OneTrust stores information about the categories of cookies used by the website and whether users have given or withdrawn their consent to the use of each category. This allows us to prevent cookies of any category from being set in the user's browser if consent is not given. OneTrust uses cookies to store information which have a normal lifespan of one year, so that the preferences of returning visitors are remembered. OneTrust is also certified under the Privacy Shield Agreement and thus offers a guarantee of compliance with European data protection law ([here](#)).

11. LIMITATION OF LIABILITY

The following provision is not applicable to Quebec Consumers.

PROTIVITI WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AGGRAVATED, OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OF DATA, LOSS OF OTHER INTANGIBLES, OR LOSS OF SECURITY OF SUBMITTED MATERIALS (INCLUDING

UNAUTHORIZED INTERCEPTION OF, ACCESS TO, OR ALTERATION BY THIRD PARTIES OF ANY SUBMITTED MATERIALS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING, PROTIVITI WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR FROM ANY THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. THE MAXIMUM AGGREGATE LIABILITY OF PROTIVITI FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, WILL BE \$100 CANADIAN DOLLARS.

Applicable law may not allow for limitations on certain implied warranties, or exclusions or limitations of certain damages. Solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have certain additional rights.

12. TERMINATION

Protiviti may terminate or suspend your access to the Site at any time, with or without cause or notice, including if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms. Upon any such termination or suspension: (a) your right to access and use the Site will immediately cease; (b) Protiviti may immediately deactivate or delete your user name, password and account; (c) subject to applicable laws, Protiviti will be under no obligation to maintain or provide you with access to any materials associated with your account (including Submitted Materials), and may retain or delete such materials in Protiviti's sole discretion; and (d) except for the license granted to you to access and use the Site, the remaining provisions of these Terms will survive and continue in effect.

13. NOTICE OF COPYRIGHT INFRINGEMENT

The 'Notice and Notice' regime under the Copyright Act (Canada) (the "**Copyright Act**") provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under Canadian copyright law.

If you believe in good faith that materials available on the Site infringe your Canadian copyright, you (or your agent) may send to Protiviti a written notice of claimed infringement by mail, e-mail or fax. As and to the extent required by the Copyright Act, we will forward the notice electronically to the person indicated in the notice and inform you of the forwarding or, if applicable, of the reason why it was not possible to forward the notice. Notices must meet the then-current statutory requirements imposed by the Copyright Act. We may charge then-current statutory fees for processing of notices.

See: <https://www.ic.gc.ca/eic/site/oca-bc.nsf/eng/ca02920.html>. Notices must be sent in writing to:

Copyright Agent
Protiviti Canada
Attn: Jeffrey Chow, Corporate Counsel, Legal Department
2884 Sand Hill Road
Suite 200
Menlo Park, California 94025

Email: dmca@protiviti.com
Phone: (650) 234-6000

We suggest that you consult your legal advisor before filing a notice.

14. DIGITAL MILLENNIUM COPYRIGHT ACT

The Digital Millennium Copyright Act of 1998 (the “**DMCA**”) provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Site infringe your copyright, you (or your agent) may send to Protiviti a written notice by mail, e-mail or fax, requesting that Protiviti remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to Protiviti a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices must be sent in writing to:

Copyright Agent
Protiviti Canada
Attn: Jeffrey Chow, Corporate Counsel, Legal Department
2884 Sand Hill Road
Suite 200
Menlo Park, California 94025

Email: dmca@protiviti.com
Phone: (650) 234-6000

We suggest that you consult your legal advisor before filing a DMCA notice or counter-notice.

15. GOVERNING LAW; JURISDICTION

These Terms are governed by and will be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario, without regard to its principles of conflicts of law, and regardless of your location. You agree to exclusive jurisdiction of the courts located in Toronto, Ontario, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

With regards to consumers in Quebec, your Terms are governed by and will be construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable in Quebec, without regard to its principles of conflicts of law, and regardless of your location. You agree to exclusive jurisdiction of the courts located in Montreal, Quebec, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

16. INFORMATION OR COMPLAINTS

If you have a question or complaint regarding the Site, please send an e-mail to webmaster@protiviti.com. You may also contact us by writing to Webmaster, Protiviti Canada Inc., 2884 Sand Hill Road, Suite 200, Menlo Park, California 94025. Please note that e-mail communications will not necessarily be secure. Accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us.

17. GENERAL

These Terms do not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Protiviti. If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under these Terms without restriction. No waiver by us of any breach or default under these Terms will be deemed to be a waiver of any preceding or subsequent breach or default. Any

heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular will have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in these Terms will be construed as if followed by the phrase “without limitation.”

The following provision is not applicable to Quebec Consumers.

These Terms, including any terms and conditions incorporated herein, constitute the entire agreement between you and Protiviti relating to the subject matter hereof, and supersede any and all prior or contemporaneous written or oral agreements or understandings between you and Protiviti relating to such subject matter.

The following provision is not applicable to Quebec Consumers.

Notices to you may be made via posting to the Site or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Protiviti will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

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