

General Terms & Conditions and Online Course

Terms of Use

HAZ-MATTERS Emergency Management Inc.

Terms & Conditions

General Terms & Conditions

Access to and use of 'hazmatters.ca' (including any on-line courses, training material and tutorials) ('the Service') within the Canada, US, and internationally is provided by Haz-Matters Emergency Management Inc. ('we', 'us' or 'our') on the following Terms and Conditions.

By using the Service you agree to be bound by these Terms and Conditions, which shall take effect immediately on your first use of the Service. If you do not agree to be bound by all of the following Terms and Conditions please do not access, use and/or contribute to the Service.

1. Use of the Service

1. You agree to use the Service only for lawful purposes. You may not use the Service or any part of it for commercial purposes.
2. You must only use the Service in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of hazmatters.ca. Prohibited behavior includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within the Service.
3. We operate a 'fair use' policy to protect the quality of service to our users. If we believe you are using excessive bandwidth or your use of the Service is adversely affecting our network (or any part of it) or our other users we reserve the right to manage or regulate your usage of the Service. This may include temporarily suspending your user account.

2. Amendments

1. Haz-Matters Emergency Management Inc. reserves the right to make change to these Terms and Conditions from time to time and so you should check these Terms and Conditions regularly. Your continued use of the Service will be deemed acceptance of the updated or amended Terms and Conditions. If you do not agree to the changes, you should cease using the Service.

2. If there is any conflict between these Terms and Conditions and specific local terms appearing elsewhere on the Service (including community rules) then the latter shall prevail.

3. Registration

1. In order to participate in and contribute to hazmatters.ca courses and communities you may be required to register with hazmatters.ca. Any personal information supplied to hazmatters.ca as part of this registration process and/or any other interaction with hazmatters.ca will be collected, stored and used in accordance with Haz-Matters Emergency Management Inc.'s Privacy Policy.
2. To register on this website you must be over sixteen years of age unless you have the explicit permission of your parent or guardian.
3. You must ensure that the details provided by you on registration or at any time are correct and complete.
4. You must inform us immediately of any changes to the information that you provided when registering by updating your personal details in order that we can communicate with you effectively.
5. All user accounts must be registered with a valid personal email address that you access regularly so that moderation emails can be sent to you. Accounts registered with someone else's email address, or with temporary email addresses may be closed without notice. We may require users to re-validate their account if we believe they have been using an invalid email address.
6. You must keep your password and user name confidential and not disclose them or share them with anyone. If you know or suspect that someone else knows your password you should notify us by contacting services@hazmatters.ca immediately.
7. If Haz-Matters Emergency Management Inc. has reason to believe that there is likely to be a breach of security or misuse of the website, we may require you to change your password or we may suspend your account.
8. Haz-Matters Emergency Management Inc. reserves the right to close accounts if any user is seen to be using proxy IPs (Internet Protocol addresses) in order to attempt to hide the use of multiple accounts or disrupts any of our services in any way.
9. If you use multiple logins for the purpose of disrupting a community or annoying other users you may have action taken against all of your accounts.

4. Intellectual property

1. All copyright, trade marks, design rights, patents and other intellectual property rights (registered and unregistered) in and on Service and all content (including all applications and materials) located on or available through the Service shall remain vested in Haz-Matters Emergency Management Inc.
2. You must not copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, broadcast, transmit, make available to the public, or otherwise use hazmatters.ca content in any way except for your own personal, non-commercial use. You also agree not to adapt, alter or create a derivative work from any hazmatters.ca content except for your own personal, non-commercial use. Any other use of hazmatters.ca content requires the prior written permission of Haz-Matters Emergency Management Inc.
3. The names, images and logos identifying Haz-Matters Emergency Management Inc., or third parties and their products and services are subject to copyright, design rights and trade marks of Haz-Matters Emergency Management Inc. and/or third parties. Nothing contained in these Terms and Conditions shall

be construed as conferring any license or right to use any trade mark, design right or copyright of Haz-Matters Emergency Management Inc. or any other third party.

5. Availability of the Service

1. Although we aim to offer you the best service possible, we make no promise that the services available at hazmatters.ca will meet your requirements. We cannot guarantee that the Service will be fault-free. If a fault occurs with the Service you should report it to services@hazmatters.ca and we will attempt to correct the fault as soon as we reasonably can.
2. Your access to the Service may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the Service as soon as we reasonably can.

6. Haz-Matters Emergency Management Inc.'s right to suspend or cancel your registration

1. We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these Terms and Conditions.
2. You can cancel your registration at any time by informing us in writing at services@hazmatters.ca. If you do so, you must stop using the Service.
3. The suspension or cancellation of your registration and your right to use the Service shall not affect either party's statutory rights or liabilities.

7. Disclaimers and limitation of liability

1. ALL CONTENT PROVIDED ON OR THROUGH THE SERVICE, INCLUDING THE INFORMATION, NAMES, IMAGES, PICTURES, LOGOS AND ICONS REGARDING OR RELATING TO HAZ-MATTERS EMERGENCY MANAGEMENT INC., ITS PRODUCTS AND SERVICES (OR TO THIRD PARTY PRODUCTS AND SERVICES), IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY LAW, HAZ-MATTERS EMERGENCY MANAGEMENT INC. EXCLUDES ALL REPRESENTATIONS AND WARRANTIES (WHETHER EXPRESS OR IMPLIED BY LAW), INCLUDING THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY AND ACCURACY. HAZ-MATTERS EMERGENCY MANAGEMENT INC. DOES NOT GUARANTEE THE TIMELINESS, COMPLETENESS OR PERFORMANCE OF ANY ASPECT OF THE SERVICE OR ANY OF ITS CONTENT. WHILE WE TRY TO ENSURE THAT ALL CONTENT PROVIDED BY HAZ-MATTERS EMERGENCY MANAGEMENT INC. IS CORRECT AT THE TIME OF PUBLICATION NO RESPONSIBILITY IS ACCEPTED BY OR ON BEHALF OF HAZ-MATTERS EMERGENCY MANAGEMENT INC. FOR ANY ERRORS, OMISSIONS OR INACCURATE CONTENT ON THE SERVICE.
2. NOTHING IN THESE TERMS AND CONDITIONS LIMITS OR EXCLUDES HAZ-MATTERS EMERGENCY MANAGEMENT INC.'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS PROVEN NEGLIGENCE. SUBJECT TO THE PREVIOUS SENTENCE, NEITHER HAZ-MATTERS EMERGENCY MANAGEMENT INC. NOR ANY OF ITS OFFICERS OR EMPLOYEES SHALL BE LIABLE FOR ANY OF THE FOLLOWING LOSSES OR DAMAGES (WHETHER SUCH DAMAGE OR

LOSSES WERE FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE): (A) LOSS OF DATA; (B) LOSS OF REVENUE OR ANTICIPATED PROFITS; (C) LOSS OF BUSINESS; (D) LOSS OF OPPORTUNITY OR ANTICIPATED SAVINGS; (E) LOSS OF GOODWILL OR INJURY TO REPUTATION; (F) LOSSES SUFFERED BY THIRD PARTIES; OR (G) ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM THE USE OF THE SERVICE REGARDLESS OF THE FORM OF ACTION.

3. HAZ-MATTERS EMERGENCY MANAGEMENT INC. DOES NOT WARRANT THAT FUNCTIONS AVAILABLE ON OR THROUGH THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR BUGS. YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO IMPLEMENT SUFFICIENT PROCEDURES AND VIRUS CHECKS (INCLUDING ANTI-VIRUS AND OTHER SECURITY CHECKS) TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR THE ACCURACY OF DATA INPUT AND OUTPUT.

11. Applicable law

1. These Terms and Conditions will be subject to the laws of Canada. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within Canada.

12. International use

1. We make no promise that materials available on or through the Service are appropriate or available for use in locations outside Canada, and accessing the Service from territories where its contents are illegal or unlawful is prohibited. If you choose to access the Service from locations outside Canada, you do so on your own initiative and are responsible for compliance with local laws.

13. Miscellaneous

1. If any of these Terms and Conditions are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any province, state or country in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms and Conditions and the remaining Terms and Conditions shall survive and continue to be binding and enforceable.
2. You may not transfer any of your rights under these Terms and Conditions to any other person. We may transfer our rights under these Terms and Conditions to another business where we reasonably believe your rights will not be affected.
3. If you breach these Terms and Conditions and Haz-Matters Emergency Management Inc. chooses to ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the Terms and Conditions.
4. Haz-Matters Emergency Management Inc. shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond its reasonable control.

14. Publicity

1. The Service is owned and operated by Haz-Matters Emergency Management Inc. a company registered in Canada and whose registered office address is at 151 Chapalina Rise SE, Calgary Alberta, T2X3Y3.
2. If you have any queries please contact services@hazmatters.ca.

Online Course - Terms of Use

These terms relate to the paid-for on-line training services supplied to you through the hazmatters.ca website (the “Online Course Service(s)”) and should be read in conjunction with our General Terms & Conditions above which shall also apply save where they are inconsistent with these terms.

1. Prices and payment

1. Your order is an offer to purchase Online Course Services from us. The Online Course Service will be made available to you once your payment has been authorized and the course session has started. There will be no contract of any kind between you and us unless and until you make authorized payment for the Online Course Service. At any point up until then, we may decline to supply the Online Course Service to you without giving any reason.
2. The fee for the Online Course Service is calculated and payable in advance of the course start date as set out on hazmatters.ca. The Company shall be under no obligation to provide the Online Course Service until the fee has been paid.
3. All prices are expressed exclusive of any tax payable unless otherwise stated.
4. Your credit/ debit card details are not handled by Haz-Matters Emergency Management Inc.. All payment and all credit card handling is through the third party, PayPal Inc. We do not store any credit card details. Authority for payment must be given at the time of placing your order.

2. Delivery

1. Within 48 hours of purchase (during the working week), a confirmation email will be sent to the customer acknowledging payment and successful enrollment in the course.
2. Within one week before the announced course start date customer will be notified by email of an online URL where the course materials will be located. Customers will be required to create a username and password for logging into the site and accessing the course content.
3. New course content will be delivered weekly as per the topic outline. Users will have access to previous week's course material until the end of the course.
4. It is not possible to pause your course or take a holiday midway through your course.

3. Using the Online Course Service

1. Please read the description for the Online Course Service carefully before placing your order as refunds cannot be given (see section 7 below).

2. Haz-Matters Emergency Management Inc. warrants that it has the right to provide the Online Course Service and will use all reasonable skill and care in making the Online Course Service available to you and in ensuring its availability. Because of the nature of the internet, errors and omissions do occur and Haz-Matters Emergency Management Inc. does not give any other warranties in respect of the Online Course Service.
3. Haz-Matters Emergency Management Inc. is continually seeking to improve the Online Course Services. Haz-Matters Emergency Management Inc. reserves the right, at its discretion, to make changes to any part of any Online Course Service provided that it does not materially reduce its content or functionality.
4. In the event that Haz-Matters Emergency Management Inc. withdraws or is permanently unable to deliver a particular Online Course Service a partial refund may be given covering the portion of the course that remains undelivered.

4. Posting of content

1. Some Online Course Services allow you to post content to the hazmatters.ca website including asking questions about the course, posting completed assignments, and taking part in discussion boards.
2. All content which you provide or upload to our website shall be subject to the relevant provisions of our **General Terms & Conditions**.

5. Fair use policy

1. We operate a 'fair use' policy to protect the quality of our Online Course Services. If we believe your use of an Online Course Service is taking up excessive bandwidth or your use of an Online Course Service is adversely affecting the provision of the service (or any part of it) to other users, or other users' enjoyment of the service, we reserve the right to manage or regulate your usage of the Online Course Service. This may include temporarily suspending your user account and/or access to the Online Course Service.

6. No commercial use

1. Subject to clause 4.2, all Online Course Services are available for non-commercial use only. Haz-Matters Emergency Management Inc. reserves the right to refuse orders from businesses that we consider are for commercial concerns. You may not re-sell or make available to any third party the Online Course Services without the prior written consent of Haz-Matters Emergency Management Inc.
2. Subject to paying the applicable fees, universities and other teaching organizations are permitted to deliver the Online Course Service to their named students.

7. Cancellation and refunds

1. Refunds cannot be made for downloadable digital items.
2. Cancellation and refunds are available for subscribers to the Online Course Services only with 14 days of starting the course. If you need to request a refund for whatever reason please contact services@hazmatters.ca.
3. It is not possible to cancel or postpone your course, apart from under the circumstances in item 2 above.

4. Your access to the Online Course Service may be terminated by written notice if you are in material breach of these terms and the breach is not remedied within the period of 14 days after written notice of the breach has been given to you. If we reasonably believe your breach of these terms affects our lawful operation of the Online Course Service or third-party customers we may suspend your access to the Online Course Service at any time.

10. Interpretation

1. In these terms “Haz-Matters Emergency Management Inc.”, “we”, “us” or “our” refers to Haz-Matters Emergency Management Inc. a company registered in Canada and whose registered office address is at 151 Chapalina Rise SE, Calgary Alberta, T2X3Y3.
2. If you have any queries please contact services@hazmatters.ca.

GST Registration No. 74924 3325 RT0001

