

ACCEPTANCE OF WEBSITE TERMS AND CONDITIONS OF USE

These website terms and conditions of use for the Accessibility Professional Network (the “**APN**”), constitute a legal agreement and are entered into by and between you and the Rick Hansen Foundation (“RHF,” “we,” “us,” “our”). The following terms and conditions, together with any documents and/or additional terms they expressly incorporate by reference (collectively, these “**Terms and Conditions**”), govern your access to and use, including any content, functionality, and services offered on or through <https://rhf.force.com/AccessibilityProfessionalNetwork> (the “**Website**”).

By using this Website, you represent and warrant that you are the legal age of majority under applicable law to form a binding contract with RHF and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

MODIFICATION OF THESE TERMS OF USE

We reserve the right in our sole discretion to revise and update these Terms and Conditions from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Website. You agree to periodically review the Terms and Conditions in order to be aware of any such modifications and your continued use shall be your acceptance of these.

The information and material on this Website, and the Website, may be changed, withdrawn or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is restricted to users or unavailable at any time or for any period.

MEMBERSHIP TO APN

Membership to the APN run from January 1 to December 31 of a given calendar year, regardless of your sign-up date. For greater certainty, membership fees to the APN is not pro-rated.

All purchases of memberships to the APN are final and no refunds shall be issued on any purchases of a membership to the APN.

All memberships to the APN are non-transferable. As a member of the APN you agree that RHF may maintain your contact information in the RHF database and use it for purposes of any communications related to the APN, including but not limited to membership, programs, conferences, eligibility for RHF discounts, and other RHF related business.

USE OF WEBSITE AND ACCOUNT SET-UP AND SECURITY

The security of your personal information is very important to RHF. We use physical, electronic, and administrative measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure.

The safety and security of your information also depends on you. Users are responsible for obtaining their own access to the Website. The Website, including content or areas of the Website, may require user registration. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete.

Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. 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 the Website.

Your provision of registration information and any submissions you make to the Website and the APN through any functionality such as applications, chat rooms, e-mail, personal or interest group web pages, profiles, forums, job boards, bulletin boards and other such functions (collectively, “**Interactive Functions**”) constitutes your consent to all actions we take with respect to such information consistent with our Privacy Policy.

Any username, password, or any other piece of information chosen by you, or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree

that should you be provided an account, your account is personal to you and you agree not to provide any other person with access to this Website, the APN or portions of it using your username, password, or other security information. You agree to notify RHF immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you logout from your account at the end of each session. You are responsible for any password misuse or any unauthorized access.

We reserve the right at any time and from time to time, to disable or terminate your account, any username, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms and Conditions.

You are prohibited from attempting to circumvent and from violating the security of this Website, including, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restricting, disrupting or disabling service to users, hosts, servers or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting Website owner's ability to monitor the Website; (f) using any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; (g) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Website via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing or crashing; and (i) otherwise attempting to interfere with the proper working of the Website.

LINKS TO THIRD PARTY SITES

For your convenience, this Website may provide links or pointers to third-party sites. We make no representations about any other websites that may be accessed from this Website. If you choose to access any such sites, you do so at your own risk. We have no control over the contents of any such third-party sites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third-party sites.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than the homepage. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the Conditions of Use and User Submissions and Site Content Standards. You agree to cooperate with us in causing any unauthorized framing or linking to immediately stop.

INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

You understand and agree that the Website, the APN and its entire contents, features, and functionality, including, but not limited to, all information, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and arrangement, are owned by RHF, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trade-mark, patent, trade secret, and any other proprietary rights.

The RHF, the APN, and all related names, logos, photos, graphics, illustrations, videos, music, sounds or other product, and service names, designs, images and slogans are trade-marks of RHF or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. Other names, logos, product and service names, designs, images and slogans mentioned, or which appear on this Website are the trade-marks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.

For more information on our authorization and release policies please contact Laura McBride at lmcbride@rickhansen.com.

You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, in any form or medium whatsoever except:

- a) your computer and browser may temporarily store or cache copies of materials being accessed and viewed;
- b) a reasonable number of copies for personal use only may be printed keeping any proprietary notices thereon, which may only be used for non-commercial and lawful personal use and not for further reproduction, publication, or distribution of any kind on any medium whatsoever;
- c) one single user copy may be downloaded with any proprietary notices intact, for your own personal, non-commercial use, conditional on your agreement to be bound by our end user licence agreement for such downloads; and
- d) in the event social media platforms are linked to certain content on our Website, you may take such actions as our Website and such third-party social media platforms permit.

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If you print off, copy or download any part of our Website in breach of these Terms and Conditions, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You have no right, title, or interest in or to the Website or to any content on the Website, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may infringe or violate copyright, trade-mark, and other intellectual property or other proprietary laws.

USE OF FORUMS AND JOB BOARDS, USER SUBMISSIONS, AND SITE CONTENT STANDARDS

As a condition of your access and use, you agree that you may use the Website only for lawful purposes and in accordance with these Terms and Conditions.

The following content standards apply to any and all content, material, and information a user submits, posts, publishes, displays, or transmits (collectively, “**submit**”) to the Website, to other users or other persons (collectively, “**User Submissions**”) and any and all Interactive functions of the Website, including but not limited to the Forum and the Job Boards. Any and all User Submissions must comply with all applicable federal, provincial, local, and international laws, regulations and terms of service.

Without limiting the foregoing, you warrant and agree that your use of the Website and the APN and any User Submissions shall not:

- a) In any manner violate any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trade-mark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Conditions and our Privacy Policy.
- b) In any manner violate the terms of use of any third-party website that is linked to the Website, including but not limited to, any third-party social media website.
- c) Include or contain any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such legally prohibited ground or be otherwise objectionable, such determination to be made in RHF’s sole discretion.
- d) Involve stalking, attempting to exploit or harm any individual (including minors) in any way by exposing them to inappropriate content or otherwise or ask for personal information as prohibited under applicable laws, regulations or code.
- e) Involve, provide or contribute any false, inaccurate or misleading information.

- f) Include sending, knowingly receiving, uploading, downloading, using, or reusing any material that does not comply with the User Submissions and Guidelines for Basic Etiquette noted in the section below.
- g) Impersonate or attempt to impersonate RHF, a RHF employee, another user, or any other person or entity (including, without limitation, by using email addresses, or screen names associated with any of the foregoing).
- h) Except for the purpose of posting services related to the RHF Accessibility Certification program in the Job Board, transmit, or procure the sending of, any advertisements or promotions without our prior written consent, sales, or encourage any other commercial activities, including, without limitation, any “spam”, “junk mail”, “chain letter”, contests, sweepstakes and other sales promotions, barter, or advertising or any other similar solicitation which is unrelated to RHF, the RHF Accessibility Certification program, or the APN.
- i) Encourage any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm RHF or users of the Website or expose them to liability.
- j) Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, or alarm any other person.
- k) Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- l) Give the impression that they originate from or are endorsed by us or any other person or entity, if this is not the case.

Users may only use the Job Board for purpose of seeking or soliciting services of RHF Accessibility Certification professionals. Users shall not use the Job Board for any other purposes, including but not limited to the practice of posting openings that do not specifically exist for the purpose of collecting resumes or other data from other users. This practice is explicitly restricted and may result in cancellation of your membership in the APN and removal of your usage rights to the Website.

RHF GUIDELINES FOR FORUM ETIQUETTE

The Forum is available to all APN members and are intended as an informational, educational, and problem-solving resource. Forums are not to be used for direct advertising of services, job postings, events, other societies, or for soliciting sales, but members of the APN may respond to inquiries for information about their services.

It is important to maintain a positive atmosphere. Post messages that are respectful of other individuals, no matter how strong the disagreement may be about ideas. Unpleasant personal remarks are hurtful. Highly critical comments can make other members wary of expressing their opinions. So, please feel free to disagree, but couch all comments in respectful language.

In addition to the Terms and Conditions, Etiquette have been established to ensure the best possible experience for all Forum users and are set out below.

- Do not challenge or attack others. The discussions in the Forums are meant to stimulate conversation, not create contention.
- Use caution when discussing products. Information posted in some Forums is available for all to see, and comments are subject to libel, slander, and antitrust laws.
- All defamatory, abusive, profane, threatening, offensive, or illegal materials are strictly prohibited. Do not post anything in a Forum message that you would not want the world to see or that you would not want anyone to know came from you.
- Remember that RHF and all Forum users have the right to reproduce postings to this Forum.
- Please note that this list is not exhaustive. Every post is judged on its own merits.

USER SUBMISSIONS: GRANT OF LICENCE

The Website may contain Interactive Functions (i.e. Forum, Job Boards) allowing User Submissions on or through the Website.

None of the User Submissions you submit to the Website will be subject to any confidentiality by RHF. By providing any User Submission to the Website, you grant us and our affiliates, and each of their and our respective licensees, successors, and assigns and all other members of the APN the right to a world-wide, royalty free, perpetual, irrevocable,

non-exclusive licence to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose and according to your account settings and/or incorporate such material into any form, medium or technology throughout the world without compensation to you. You further waive any moral rights or other rights of authorship as a condition of submitting any User Submission.

By submitting the User Submissions, you declare and warrant that you own or have the necessary rights to submit the User Submissions and have the right to grant the licence hereof to us and our affiliates, and each of their and our respective licensees, successors, and assigns and all other members of the APN to the User Submissions and comply with these Terms and Conditions. You represent and warrant that all User Submissions comply with applicable laws and regulations and these Terms and Conditions.

You understand and agree that you, not RHF nor RHF's subsidiaries, affiliates nor their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers or successors, are fully responsible for any User Submissions you submit or contribute, and you are fully responsible and legally liable, including to any third party, for such content and its accuracy. We are not responsible or legally liable to any third party for the content or accuracy of any User Submissions submitted by you or any other user of the Website.

SITE MONITORING AND ENFORCEMENT, SUSPENSION AND TERMINATION

RHF has the right, without provision of notice to:

- a) Remove or refuse to post on the Website any User Submissions for any or no reason in our sole discretion.
- b) At all times, take such actions with respect to any User Submission deemed necessary or appropriate in our sole discretion, including, without limitation, for violating the Website and User Submissions and the Terms and Conditions.
- c) Take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notifying the harmed party of any

illegal or unauthorized use of the Website. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website.

- d) Terminate or suspend your access to all or part of the Website for any or no reason, including, without limitation, any violation of these Terms and Conditions.

YOU WAIVE AND HOLD HARMLESS RHF AND ITS SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS AND SUCCESSORS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY RHF AND ANY OF THE FOREGOING PARTIES RELATING TO ANY, INVESTIGATIONS BY EITHER RHF OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

RHF has no obligation, nor any responsibility to any party to monitor the Website and the APN or its use, and do not and cannot undertake to review material that you or other users submit to the Website. We cannot ensure prompt removal of objectionable material after it has been posted and we have no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party, subject to applicable laws.

NO RELIANCE

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date. Your use of the Website is at your own risk and neither RHF nor its subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers or successors have any responsibility or liability whatsoever for your use of this Website.

This Website may include content provided by third parties, including from other users and third-party licensors. All statements and/or opinions expressed in any such third-party content, other than the content

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PRIVACY

By submitting your personal information and using our Website and the APN, you consent to the collection, use, reproduction, hosting, transmission and disclosure of any such user content submissions in compliance with our Privacy Policy, found at <https://www.rickhansen.com/legal/privacy-policy>, as we deem necessary for use of the Website and provision of services.

By using this Website you are consenting to the use of cookies which allow a server to recall previous requests or registration and/or IP addresses to analyze website use patterns. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. If you do, however, some areas of the Website may not function adequately.

DISCLAIMER OF WARRANTIES

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

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

WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE WEBSITE AND YOUR COMPUTER, INTERNET AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

LIMITATION ON LIABILITY

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL RHF NOR ITS SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY,

INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OR RELIANCE ON, THE WEBSITE, ANY LINKED WEBSITES OR SUCH OTHER THIRD-PARTY WEBSITES, NOR ANY WEBSITE CONTENT, MATERIALS, POSTING OR INFORMATION THEREON EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW.

INDEMNIFICATION

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

GOVERNING LAW AND JURISDICTION

The Website, APN and these Terms and Conditions will be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle or rule (whether of the laws of the province of British Columbia or any other jurisdiction) and notwithstanding your domicile, residence or physical location.

Any action or proceeding arising out of or relating to this Website and under these Terms and Conditions will be instituted in the courts of the province of British Columbia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You

waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

WAIVER

No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

SEVERABILITY

If any term or provision of these Terms and Conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

ENTIRE AGREEMENT

The Terms and Conditions and our Privacy Policy constitute the sole and entire agreement between you and RHF regarding the Website and the APN and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

REPORTING AND CONTACT

This website is operated by the Rick Hansen Foundation, 300-3820 Cessna Drive, Richmond, BC V7B 0A2. Should you become aware of misuse of the website including copyright infringement or libelous or defamatory conduct, you must report it to RHF at apn@rickhansen.com.

All other feedback, comments, requests for technical support, and other communications relating to the Website and the APN should be directed to apn@rickhansen.com.