# HUMAN RESOURCES MANAGEMENT IN CANADA (HRMC) ELECTRONIC (PDF) BULLETINS – TERMS AND CONDITIONS OF USAGE LICENCE

## LICENCE AGREEMENT DEFINITIONS

"Data files" means the licensee's electronic issues of the *Human Resources Management in Canada (HRMC) Bulletins* and accompanying PDF copies of the Employment Standards Rapid Reference Chart.

"Licensee" means the end user, being any partner, officer, director or employee of such end user. "Licensor" means Carswell, a division of Thomson Reuters Canada Limited, incorporated under the laws of the province of Ontario.

## COPYRIGHT

1. The *Human Resources Management in Canada (HRMC) Bulletins* and the accompanying Employment Standards Rapid Reference Chart are protected by copyright. The Licensee acknowledges that all rights in such works remain those of the Licensor.

## LICENCE TO USE

2. Subject to and upon acceptance by the Licensee of the terms and conditions set out in this agreement, the Licensor grants the Licensee a non-transferable, non-assignable and non-exclusive licence to use the data files. The Licensee may use the data files solely for the Licensee's own internal business purposes.

## COPY RESTRICTIONS

3. The Licensee may not distribute copies of the data files to third parties in any manner.

## ACTIVITIES EXCLUDED FROM LICENCE

4. The Licensee shall not, without the written permission of the Licensor:

a) use all or any part of the data files in a Document Delivery Service, commercial time sharing, rental network, online service, research or service bureau service; a "Document Delivery Service" herein means the service, whether or not established or conducted for profit, of making a copy of a work and supplying the copy to any individual or entity;

b) publish, sell, lease, rent, licence, sub-licence, transfer, market, distribute, redistribute or otherwise part with all or part of the data files in any manner or in any form;

c) use all or part of the data files to develop any derivative works, any functionally comparable or competitive software, or a directory or database prepared for commercial sale;

#### TRANSFER OF LICENCE

5. The Licensee may not transfer or assign any of the rights under this agreement without the prior consent of the Licensor.

### TERMINATION OF LICENCE

6.1. This licence agreement terminates automatically, without notice from the Licensor, if the Licensee breaches or permits breach of any provision of this Agreement.

6.2. Upon termination of this agreement, all of the Licensee's rights hereunder shall immediately cease.

## LIMITATION OF LICENCE

7. The Licensee acknowledges that neither the Licensor nor its employees or agents make any warranties or representations of any kind with respect to the data files, or to the use, design or performance thereof, whether expressed or implied, statutory or arising otherwise in law or from a course of dealing or trade usage, including but not limited to implied warranties or conditions of merchantable quality or fitness for the particular purpose of the Licensee, or that the contents of the data files are identical to the corresponding print publication from which the data files are derived.

8. The Licensee acknowledges that no one involved in the preparation of the data files is attempting therein to render legal, accounting, or other professional advice. If legal advice or other expert assistance is required, the services of a competent professional should be sought. The analysis contained within the data files should in no way be construed as being either official or unofficial policy of any governmental body.

#### **RELEASE OF INFORMATION**

9. The Licensee hereby authorizes and warrants to the Licensor that it has the authority to authorize the release to the Licensor of Licensee and user information pertinent to this licence, including:

i) licensee name, address and email address, andii) individual names, email addresses and legal practice areas of all users of the data files under this licence.

This authorization includes any permission required under any applicable information or privacy legislation anywhere in Canada. The Licensor undertakes to use the information collected under this clause only for its own internal purposes and will not distribute the information, in whole or in part, to any outside organization.

## CONSTRUCTION OF AGREEMENT

10. This agreement is governed by the law of the province of Ontario and the law of Canada applicable therein.