

TERMS & CONDITIONS

NOTICE – Please Read Carefully: By using the **Erickson Resource Group** (hereinafter “ERG”) website (<http://www.ericksonresource.com>) (hereinafter the “Site”), and by using any of ERG’s Toolkits (Toolkits described hereinbelow), whether you check the box “*I agree to the Terms & Conditions*” prior to the online purchase of any of ERG’s Toolkits, or whether you order and or purchase the said Toolkits from ERG via any other means, **you** (an individual, professional or duly authorized representative of a legal person) (also “User”) acknowledge having read and understood the entire contents of the present Terms & Conditions, and you agree to follow and be bound by these Terms and Conditions, as contained hereinafter:

1. **DATE EFFECTIVE**

1.1) The Terms & Conditions are effective from the date on which the purchase of any Toolkit is made, whether a toolkit is ordered via the “E-Store” on the Site, or whether a Toolkit is ordered and or purchased from ERG by any other method, including but not limited to orders via telephone, e-mail, or fax, and or purchases via Paypal on the Site or purchases by other means, including but not limited to cheque, cash or money order.

2. **OWNERSHIP**

2.1) ERG is the sole owner and operator of the Site, including its contents and all of the Toolkits available for purchase therein. ERG shall retain all proprietary, copyright and trademark rights associated with the Site and the Toolkits, including, but not limited to, the content, graphics, design, packaging and logos contained on the Site and in the Toolkits.

2.2) The information contained within the Toolkits may not be copied, reproduced, or distributed in any way, in whole or in part, in a manner that is inconsistent with these Terms & Conditions and or without the prior written consent of ERG.

3. **USER AGREEMENT**

3.1) This is an agreement between ERG and you pertaining to the use of the Site, its contents and particularly to your purchase and use of any of ERG’s Toolkits.

3.2) **Nature of Toolkits:** The Toolkits offered for sale by ERG on the Site are ready-to-print templates containing information, checklists and or questionnaires related to caregiving which are solely intended to be used as self-help forms containing blank spaces which may be filled in where applicable. You understand that the Toolkits do not constitute legal or medical advice.

3.3) The Toolkits include but are not limited to:

- Toolkit 1- Organization of Affairs;
- Toolkit 1 (French) – Mettre ses affaires en ordre;
- Toolkit 2 – Communication with Health Care Professionals;
- Toolkit 3 – Placement;
- Toolkit 4 – Home Care;

3.4) Modification and Addition of Toolkits: ERG reserves the right to modify any of the above-stated Toolkits at any time. ERG also reserves the right to add new Toolkits to the Site in the future, which shall also be deemed to form part of these Terms and Conditions from the date on which they are added to the Site.

3.5) License to Use: ERG grants you a limited, personal, non-exclusive, non-transferable license to use ERG's Toolkits for your own personal and or internal business use. "Internal business use" means that you may only use the Toolkits for the purposes for which it is intended, as stated herein, and only to be used in the ordinary course of your function(s) relating to caregiving. If you are a professional, it may be used by you, your client or staff member. If you are a representative of a legal person, it may only be used by you, by another representative of the legal person, or a client or employee thereof. The said license to use is subject to the *Rules of Use of Toolkits* stipulated hereinbelow at section 3.6.

3.6) Rules of Use of Toolkits:

a) Valid Use:

i) Possession and or Printing: After having ordered and purchased the specified quantity of any Toolkit(s), whether said order and or purchase occurred via the Site or otherwise, you shall only have the ability to possess a copy equal to the quantity of Toolkits which you have ordered and purchased and which copy or copies you have received from ERG by any means.

For example: If you purchase one (1) unit of Toolkit 1, you shall only be permitted to be in possession of one (1) copy of Toolkit 1.

ii) Photocopies and Distribution: You understand that you are only permitted to print, copy, photocopy, possess and or distribute, by any means whatsoever, the quantity of Toolkit(s) which you have ordered and purchased.

For example: If you purchased three (3) units of Toolkit 1, you may only cause to exist three (3) units of Toolkit 1 (i.e. You may



scan and or e-mail one (1) copy to a recipient, and be in possession of two (2) paper copies, etc.)

iii) Electronic Distribution Permitted: You may scan and or e-mail a Toolkit to its intended recipient. However the rules as stated under section 3.6 a) ii) hereinabove apply hereto, regardless of method of distribution, and as such, the number of times you scan and or e-mail the said copy count towards the number of units of the Toolkits you have purchased and thus are able to possess and or distribute.

iv) Duty to Inform Recipient & Your Liability: Regardless of the method of distribution, you shall inform the recipient of the copy of the Toolkit that any reproduction and or redistribution of the Toolkit is strictly prohibited by the present Terms & Conditions. You remain responsible and liable for your recipient's adherence to these Terms & Conditions.

v) Time Delay to Photocopy and Distribute: You may photocopy and distribute the Toolkits only in the manner consistent with the Terms and Conditions, within a maximum delay of *one (1) calendar year* from the date of purchase. Upon termination (365 days from the date of purchase), should you wish to photocopy and or distribute the Toolkits, you shall contact ERG to request its prior written consent, which ERG may refuse at its discretion. ERG reserves the right to require an additional fee (to be agreed upon by ERG and you in a separate agreement) to allow you to photocopy and or distribute the Toolkits after the said time delay expires.

b) Prohibited Use: You shall not use any Toolkit for any commercial purpose whatsoever, nor shall you distribute more copies than are permitted by these Terms & Conditions. Particularly, and without limiting the generality of the Terms & Conditions, you shall not by any means reproduce, copy, gift, provide, loan, disclose, upload, download, re-engineer, reverse engineer, publish, post, sell, assign, rent, lease, sublicense, trade, market or transfer any of the information, or any part thereof, contained in the Toolkits, or use any of the said information in any manner not expressly authorized by the present Terms & Conditions and or without prior written consent of ERG.

c) Termination by ERG of Your License to Use: Should you violate the Terms & Conditions set out herein, ERG reserves the right to terminate your license to use any of its Toolkits at any time without prior notice. Upon such termination, you agree to immediately destroy any downloaded or printed Toolkits.

4. USER'S DUTY OF DISCLOSURE AND GOOD FAITH

4.1) Disclosure: Upon ERG's verbal or written request, you shall disclose unto ERG all information, which shall be honest and accurate, regarding your use of the Site and your use, distribution and or reproduction of the Toolkits.

4.2) Good Faith: You undertake to act in good faith with respect to these Terms & Conditions, with respect to your use of the Site and the Toolkits, and with respect to ERG's request for disclosure.

5. NO WARRANTY

5.1) Except as expressly provided in these Terms & Conditions, to the maximum extent permitted under applicable law (defined at section 9.1 hereinbelow), the Toolkits and information provided by ERG are provided on an "as-is" basis without any warranty or guarantee as to quality or result derived from the use of any Toolkits.

5.2) You accept full responsibility for determining whether ERG's Toolkits and information are suitable for any particular purpose and for protecting yourself against any possible damages related to the use thereof.

6. DISCLAIMER OF LIABILITY

6.1) ERG shall not be responsible for any loss, injury, claim, liability or damage related to your purchase, use or distribution of the Toolkits.

7. HOLD HARMLESS

7.1) You agree to hold ERG harmless from any losses and or damages which may result direct or indirectly from your purchase, use or distribution of the Toolkits, and you hereby agree to fully indemnify ERG in the event of any such loss or damage.

8. BINDING FORCE

8.1) The Terms & Conditions shall be binding on the parties hereto and their heirs, successors, assigns, employees, representatives, shareholders, directors, officers, and or agents.

9. GOVERNING LAW & JURISDICTION

9.1) Governing law: The Terms & Conditions are governed by the laws and regulations of the Province of Quebec in Canada, and where applicable, by the Federal laws and regulations of Canada.

9.2) Jurisdiction: You hereby consent to the exclusive jurisdiction of the courts of the Province of Quebec, Canada, in the legal District of Montreal.

10. LANGUAGE

10.1) The parties hereto agree and are satisfied that these Terms & Conditions have been drafted solely in the English language.

10.2) Les parties s'entendent à ce que la présente convention a été rédigé en anglais.