

WEBTIME TERMS OF USE

You will have received an email containing your login name and password to Webtime (the “**Application**”). By using this login and password, you are hereby agreeing to the following terms and conditions (the “**Terms**”). These Terms will govern your use of the Application and you may not use the Application unless you agree to be bound by these Terms.

ACCOUNT, PASSWORDS AND SECURITY

You must maintain the confidentiality of your password. You are entirely responsible for all activities that occur on your account. You agree to notify Hays Specialist Recruitment Canada Inc. (“Hays”) immediately of any misuse of your account or any security breach of which you become aware.

USE OF APPLICATION

You may use the Application, including all information and materials contained therein, only in accordance with these Terms. Unauthorized or inappropriate use of or access to the Application or systems, including but not limited to unauthorized entry into Hays’ systems, misuse of passwords, or misuse of the Application or of any information available in the Application, is strictly prohibited. Hays may, in its discretion, deny or terminate your access to or use of the Application at any time and without notice.

USER INFORMATION

As part of using the Application, you will be required to provide information to Hays (“**User Information**”), which will be collected, maintained, processed, used, stored, shared and otherwise governed in accordance with [Hays’ Privacy Policy](#), the terms of which are incorporated in these terms. Hays’ customers may also have access to User Information of Hays’ employees. You acknowledge and agree that you are solely responsible for the accuracy and content of the User Information you provide. You represent, warrant and covenant that all User Information you provide is complete and accurate. You understand and acknowledge that Hays will not assume responsibility to any person, including, without limitation, Hays’ employees or Hays’ customers, for any inaccuracy, error or incompleteness in any User Information, and you agree to defend, indemnify and hold harmless Hays, and its respective officers, directors, representatives, employees, contractors and agents from and against any claim, suit, action, or proceeding, threatened or actual, arising out of or relating to your User Information.

Hays reserves the right to refuse to accept, process, or transfer, or to remove or delete any User Information, in whole or in part, that, in its discretion, is unlawful, misleading, unacceptable, undesirable, inappropriate or otherwise objectionable.

USE AND DISCLOSURE OF USER INFORMATION

You understand and agree that your User Information will be shared with Hays, and time-entry information may be disclosed to Hays’ customers and other third parties as deemed necessary by Hays. You further understand and agree that Hays may use, copy and disclose all User Information as required in connection with payroll processing and the general operation of the Application, which use and disclosure may include, without limitation, disclosure to Hays’ customers or other third parties.

PRIVACY

You acknowledge that some of the User Information may include personal information as defined under applicable privacy law. [Hays’ Privacy Policy](#)’s terms are incorporated in these Terms. You acknowledge the notice to you of the collection, use and disclosure of your personal information and User Information by Hays and agree that the purposes for such collection, use and disclosure are reasonable. You consent to the collection, use and disclosure of any personal information by Hays: (a) in accordance with the terms of the [Hays Privacy Policy](#); and (b) as set forth above under the heading “Use and Disclosure of User Information”.

GRANT AND RESTRICTIONS ON USE

All information, including, without limitation, all text, design, graphics, drawings, photographs, advertisements, video clips, music and sounds, and all trade-marks, service marks and trade names and the selection and arrangements thereof (collectively the “Content”) forming part of the Application, is, unless otherwise noted, subject to intellectual property rights including copyrights and trade-marks held by or licensed by Hays. No license to use, copy, distribute, republish, transmit or otherwise exploit any Content is given to you and all intellectual property rights in and to the Content are expressly reserved to Hays.

THIRD PARTY LINKS

The Application may contain links to third party websites that are not owned or controlled by Hays, including websites of employers and Hays’ customers. Hays has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, Hays will not and cannot censor or edit the content of any third-party site.

DISCLAIMER OF WARRANTIES

THE APPLICATION (INCLUDING, WITHOUT LIMITATION, ALL MATERIALS, INFORMATION AND SERVICES PROVIDED AS PART OF THE APPLICATION) IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER TERMS OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HAYS DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS AND OTHER TERMS, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT), INCLUDING THOSE ARISING BY STATUE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

Without limiting the generality of the preceding paragraph, Hays does not provide any representations, warranties or conditions that the Application will be available or that it will operate without errors. Hays will not be liable if, for any reason, the Application is unavailable or operating with errors or in a degraded fashion at any time or for any period. In particular, and without limitation, Hays will not be responsible for any missed deadlines by you, for any loss of earnings, or for any overpayments attributable to any lack of availability, errors or degradation in the Application.

LIMITATION OF LIABILITY

Hays will not have any liability, whether in contract, tort, breach of statutory duty, strict liability, negligence, gross negligence or otherwise, arising out of or relating to these Terms, the processing of User Information, or the operation of the Application. Without limiting the foregoing, Hays will not have any liability for direct, indirect, consequential, special, or punitive damages or for any loss of profit, loss of revenue, loss of earnings, or loss of data.

INDEMNITY

Without limiting any other terms or conditions of these Terms, you agree to defend, indemnify and hold harmless Hays and its respective officers, directors, representatives, employees, contractors, vendors, and agents from and against any claim, suit, action, or proceeding, threatened or actual, arising out of or relating to: (a) your breach of any provision of these Terms; or (b) your use of the Application.

AMENDMENT

Hays may amend these Terms at any time by providing you with notice of such amendment, which notice may be given by any means, including but not limited to posting in the Application or by electronic mail. It is your responsibility to check the Application on a regular basis to identify any amendments to these Terms. Continued use of the Application following any such amendments constitutes your agreement to the terms and conditions of these Terms, as amended.

GOVERNING LAW AND ATTORNMENT

These Terms are governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. ANY LEGAL ACTION OR PROCEEDING RELATING TO YOUR ACCESS TO, OR USE OF, THE APPLICATION OR THESE TERMS WILL BE INSTITUTED ONLY IN A PROVINCIAL COURT LOCATED IN ONTARIO, CANADA. YOU AGREE TO SUBMIT TO THE JURISDICTION OF, AND AGREE THAT VENUE IS PROPER IN, THESE COURTS IN ANY SUCH LEGAL ACTION OR PROCEEDING.

GENERAL

If any part of these Terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity or enforceability of any remaining provisions. The delay or omission by either party to enforce or exercise any terms or rights pursuant to these Terms will not impair any such term or right nor be construed to be a waiver thereof and will in no way affect the other party's right later to enforce it. Any waiver by either party of any covenants, conditions or agreements to be performed by the other party will not be construed to be a waiver of any succeeding breach thereof or any covenant, conditions or agreement herein contained.

HAYS CONTACT

For any questions related to the Application or these Terms, please contact a Hays representative.