

TERMS OF USE

These terms (“**Terms**”) govern your use of Commehome Training Course (“**Service**”) on the Website operated by CommeHome (“**Us**”, “**We**”, “**Company**”) and located at (<https://whvpbanks.ca>) (“**Website**”). By accessing and using the Website, the User (“**You**”) agree to adhere and comply with the Terms outlined herein.

Modifications or amendments to the Terms of this Agreement may be implemented at any time without prior notice. **Your ongoing access or usage of the Website will indicate your acceptance of any modifications or amendments.**

The information, material and content on this Website are offered free of charge and are intended for users in Canada. There is no obligation to take this training course, and your participation is voluntary.

THE SERVICE

CommeHome’s training course(s) and Website (the “**Service**”) provides Users with tools and resources on harassment and violence prevention in the workplace. The categories of harassment and violence in the workplace that will be covered in the training course include but are not limited to cyberbullying, aggressive or threatening behaviour, including verbal threats or abuse, physical and sexual harassment and assault, and the distribution of inappropriate electronic communications.

Users' access to the Service includes:

- a) unlimited use of the training material, within the permissions granted by these Terms,
- b) all updates and advancements released by Commehome to the public. Commehome reserves the right to issue emergency updates, to improve security and remedy urgent functional issues, without prior notice. Any new features of the Service will be subject to this Agreement.

The Service is not for credit and not a transcript course and does not count towards any degree or certificate. The information provided by the Service is solely for professional and personal self-development.

SECTIONS:

- 1. User Guide**
- 2. User Eligibility and Restrictions**
- 3. Trademark and Copyright**
- 4. Termination and Effect of Termination**
- 5. Privacy**
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1. USER GUIDE

(a) **Registration for First-Time Users:** Click on the link “register”. This will take you to a page where you can provide CommeHome some details about yourself. These details need to be completed as fully as possible so that the training course can be personalized to your needs.

(b) **Existing Users:** Click the “sign in” button and enter the username and password you chose during your registration process in the boxes below “my account”.

(c) **Homepage:** Once you have signed in, you will see the Website’s homepage. From there, you can click on the module you would like to work on and start the course. You can return to the website’s homepage anytime you click on the “home” button.

(d) **Training Modules:** Commehome offers Learning modules in different forms:

Include the module titles below:

1. Workplace Harassment and Violence Prevention for Employees

2. Workplace Harassment and Violence Prevention for Managers and Supervisors
3. Bystander Intervention Training
4. Sexual Harassment Training

These modules may be updated, removed, and amended with no prior notice to the User.

(e) Selecting Modules:

There are three ways to access the modules:

- i) Search – You can type in the subject or module that is of interest to you in the “search” bar. This will show a list of training modules based on your search result.
- ii) Select the relevant module on your homepage – You’ll see a selection of modules on your homepage. To view a module, click on the module’s name.
- iii) Browse Modules – You may choose to use the browsing function to view all the modules at once, sorted alphabetically by group name. Select the module group of interest to begin the training.

(f) After Selecting the Module:

You will enter a page that will detail the:

- i) Overview of the module and module goals
- ii) The type of module
- iii) Release date and expiry
- iv) Estimated time the module will take to complete

2. USER ELIGIBILITY AND RESTRICTIONS

- (a) Eligibility: The Service is provided to Users who are employees, employers, and/or union members in the banking and uranium mining and/or processing industries.
- (b) Requirements for Use: Users must create an account to access the training courses. Information required for creating an account include the User’s full name, a valid email address, the employer’s information and address, and the individual designated to receive information on behalf of the employer.

Users bear sole responsibility for ensuring the confidentiality and security of their username and password and for all activities that occur through their account. Users are not permitted to impersonate another entity or misrepresent their identity when registering for an account on the Website. You agree to update your information to ensure its accuracy and completeness.

- (c) Deactivation: You may choose to discontinue your participation in the Service, in which case you can deactivate your account at any point. Upon the effective date of deactivation, you shall immediately stop using the Service, its materials, and any other resources it has provided you.
- (d) Unauthorized use: You agree to not store, archive, replicate, alter, sell, license, upload, post, market, distribute, publish or sub-license any information or material viewed or accessed through the Website or Service. You may not decompile, adapt, translate, modify, reverse engineer, bundle or disassemble the Service or circulate the Service for others to copy. You also agree to not interfere with or disrupt the performance of the Service.
- (e) Non-Commercial Use: Any use of our Services for commercial purposes is strictly prohibited. By creating an account, you agree to not use the Website or Service for any commercial purposes. The Service is restricted to personal and professional use and not an with objective to profit. You are not permitted to use the Service to build a service competitive with Commehome's Service. User eligibility is further subject to the Terms of Use below.

3. TRADEMARKS AND COPYRIGHT

CommeHome retains all rights, titles, and interest in and to the Service, encompassing all information, content, reports, pictures, graphs, photographs of persons or products, webpages, files, software, logos, trade names and associated intellectual property rights. All training materials are the exclusive property of CommeHome and shall not be copied, distributed, or reproduced by your or any third party.

The content on this Website and Service should not be interpreted as granting any licence or right to use the Trademarks and/or Images. Any unauthorized use of Trademarks and/or Images on the Website or the Service is strictly prohibited.

4. TERMINATION OF EFFECT OF TERMINATION

- (a) Termination: User's account will be terminated if they fail to comply with any of the Terms outlined in this Agreement. CommeHome has the exclusive discretion to deny your access to the Service, with or without notice, through notification or the rejection of a sign-in.
- (b) Effect of Termination: Upon termination, the User will no longer have access to the Service. User data will be deleted after the termination and/or deactivation of the account. Termination does not impact or impair any rights, remedies, obligations, or liabilities that the User has accrued up to the date of termination. Furthermore, it does not affect the continuation of any provision that is expressly or implicitly intended to remain in effect beyond the termination of this Agreement.

5. PRIVACY

Due to the inherent nature of the Internet, we cannot guarantee that your information, during transmission through the Internet or while stored on our system or otherwise in our care, will be safe from intrusion by others.

Commehome processes information collected from the Website and Service, such as:

- Your name
- Your address
- Your Employer's Name and Address
- The individual designated to receive information on behalf of your employer (where applicable)
- Attestation of participation or completion of course (where applicable)
- Response to your questions and concerns
- Communications for any other purpose for which you have consent to

CommeHome treats any personal information it collects with confidentiality and utilizes it solely for the purpose for which it was gathered. Commehome will not share personal information with third parties except with your employer (if expressly requested by the employer) and as required by the law or a court. By accessing the Website and using the Service, you accept the privacy practices and other Terms under the "Terms of Use" Agreement.

6. NO LIABILITY

The Service is distributed “As Is” without any warranties or guarantees, whether written, oral, statutory, express, or implied. Your use of this Website and Service is solely at your own risk.

CommeHome does not represent or warrant that the Service or Website will be uninterrupted or free from errors, that any defects will be remedied, or that the site, systems or servers enabling its availability will be free of viruses or other harmful components, nor does it guarantee or warrant that the Services will be fit for any particular purpose. CommeHome shall not be held accountable for any technical malfunctions or disruptions affecting internet networks, computer online systems, servers, or service providers, whether reasonably foreseeable or not. This includes issues related to computer equipment, software, and any potential harm to the device utilized for accessing the Website or Service. CommeHome assumes no liability for an error, omission, deletion, defect, interruption or delay in the operation or transmission of the Website and Service.

CommeHome and its parties, including but not limited to employees, volunteers, agents, affiliates, directors, and respective successors will not be liable to you or anyone else, for any damages whatsoever or howsoever caused, including direct, indirect, incidental, consequential, special, exemplary, aggravated and/or punitive damages, arising out of or in connection with the Website or Service. CommeHome’s Website and Service and/or any linked website or social media platform shall not be liable for any form of damage, including but not limited to loss of profit, costs, expenses, harm to business, reputation, loss of information or programs or data, loss of savings, loss of revenue, loss of goodwill, loss of tangible or intangible property, legal fees or legal costs, or damages of any kind whatsoever. This liability exclusion applies regardless of whether the claim is based on tort, negligence, contract or any other legal foundation, and it relates to any issues arising from or in connection with this website, any linked website, or any linked social media platform. This includes damages resulting from the use, inability to use, or any omissions or inaccuracies in Commehome’s Website and/or Service, any linked websites, linked social media platforms.

CommeHome disclaims any responsibility for any loss or damage, including but not limited to personal injury or loss of life, arising from the use of the Website

and/or Service. This also applies to any content posted on or through the Website and/or Service, as well as the behavior of any users of the Website and/or Service, whether in online or offline interactions.

CommeHome is not a party to any transaction between you and your employer (or any third party) and cannot be liable for any issues arising from any such transactions. CommeHome has no control over and does not guarantee the accuracy or validity of any statement, claim, or offering made through the Service and/or any third party. You are solely responsible for all costs and/or risks associated with your participation in the Service.

7. UNSOLICITED MATERIAL

Commehome does not accept or review any unsolicited materials or concepts for its Service or Website. In relation to any submissions you make to us, whether solicited or not, you acknowledge that creative concepts, content suggestions, or any other materials submitted are not confidential or entrusted, and that no obligations of any nature whatsoever will be binding on CommeHome regarding the aforesaid materials received.

8. INDEMNITY

To the maximum extent allowed by law, you agree at all times to indemnify, defend, and hold harmless CommeHome, its agents, suppliers, service providers, affiliates, directors, officers, members, volunteers and employees against any and all claims, costs, liability, demands, damages and expenses (including but not limited to legal fees), regardless of type or nature, whether known or unknown, suspected or unsuspected, associated with

- a) your misuse the Services,
- b) any and all disputes between you and a third party in relation to the Services,
- c) any and all disputes concerning any use or action taken using your account by you or any third party,
- d) your violation of these Terms of Use,
- e) your violation of any applicable law or regulation,
- f) your violation of the rights of any third party,

9. INFORMAL DISPUTE RESOLUTION PROCEDURE

In the event of a dispute between you and Commehome, Commehome is committed to collaboratively seeking a reasonable resolution. You acknowledge and agree that, for any dispute, you will exert a good faith effort to address it with CommeHome.

In the case of a dispute initiated by you, you agree to send CommeHome a written description of the dispute, the nature and basis of your claim, along with your name and the email address linked to your account, to the following email addresses:

info@whpvbanks.ca
info@whpv-uranium.ca

10. ARBITRATION

You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to these Terms, our Services, and Commehome.

To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only through binding arbitration to occur in Ontario by a single and impartial arbitrator. Arbitration replaces your right to raise a proceeding in Court and you are therefore waiving any right you have to a trial or the opportunity to litigate any claims in Court before a judge. You further agree to and do hereby waive any right to class arbitration and agree, instead, to conduct an arbitration related solely to any individual claims you and/or any entity related to you asserts against Commehome. To the fullest extent permissible by law, you further agree that you shall be responsible for all costs associated with initiating the arbitration and for the administration of the arbitration. For the purposes of clarity but not to restrict the interpretation of the aforesaid, Commehome will be free in every case to pursue court action as a first step in any dispute and shall not be restricted by this paragraph.

11. HOW TO CONTACT US

All User questions, feedback and notices must be delivered in writing via email to the following email addresses:

info@whpvtbanks.ca
info@whpv-uranium.ca

The Website will also contain a “contact us” link which includes a form for Users to submit.

By submitting feedback, you grant us the right to use the feedback without any restriction or compensation to you.

12. GOVERNING LAW AND CLASS ACTION WAIVER

These Terms of Use are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. For all legal proceedings concerning these Terms of Use and your utilization of this Service and Website, these Terms of Use will be considered as executed in the Province of Ontario. The courts of the Province of Ontario possess the authority to adjudicate any actions arising from these Terms of Use. The User agrees to recognize and submit to the exclusive jurisdiction of the Courts of the Province of Ontario.

You may not serve as a class representative or participate as a member of a class of claimants in relation to any claim against CommeHome and its affiliates. Claims cannot be subject to arbitration on a class or representative basis. You are not permitted to combine or unite the claims of other individuals who may be in similar circumstances.

13. SEVERABILITY

If any provision, whether in its entirety or in part, within this Agreement is deemed invalid, illegal, or unenforceable, the remaining provisions shall continue to be valid, legal, and enforceable, and they shall remain in full force and effect.

14. ENTIRE AGREEMENT

These Service Terms of Use form the entire understanding between the involved parties, overriding all preceding and concurrent agreements, proposals, or

representations, whether conveyed in writing or orally, pertaining to its subject matter.

15. REPRESENTATION

You hereby affirm and warrant that you are an employee, employer, and/or union member in the banking and uranium mining and/or processing industries, and that you have read, thoroughly understood, and willingly accepted all terms outlined in these Terms of Use. Moreover, you acknowledge that CommeHome possesses the right to depend on all information provided to it by you.

16. WAIVER

No waiver of any provision of this Agreement by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

Effective Date: **2nd December, 2024**