

TERMS OF SERVICE

Link North's mission and mandate is to help entrepreneurs discover, build, launch and grow their business. Whether you are in the initial stages of investigating your business idea or an established business looking to expand or wanting to improve productivity, we are here to guide you on your entrepreneurial journey, link you with the resources you need, and get you to where you want to go. In order to provide you with programming and advisory services, there are various pieces of information that we need from you. These requests help us to improve our service and promote the strength of our innovation ecosystem. Details about what we both give and get are included in the agreement below.

These Terms of Service (these “**Terms**”) are an agreement between Link North (“**we**”, “**us**”, “**Link North**” or “**our**” as context dictates) of 130 Spruce Street South, Suite 1, Timmins, Ontario P4N 2M5 and the client named below (“**Client**”, “**you**” and “**your**” as context dictates) regarding the services that may be provided to you by or on behalf of Link North (the “**Services**”). The Services may include mentorship, educational and informational services including providing information about business planning, sales, marketing, financing, funding strategies and other applicable topics to support starting and scaling a business. The Services are subject to the following terms of service, effective as of the date they were or are first provided to you.

1 CLIENT DATA

You agree to provide info about your business to Link North.

By working with us, you agree to provide us with requested information and complete surveys in a timely manner. Any data gathered is subject to the requirements of the Confidentiality clause in these Terms. For further clarity, data gathered for Link North's reporting purposes is stored and accessed with the highest standards of data security.

What this means: We are mandated by our funder (i.e. FedNor) to collect and share data that demonstrates that the companies we support are creating a positive economic impact in far northeast Ontario and beyond. To demonstrate this, we compile the data you share with us with that of other clients, and pass the information along to showcase how many jobs have been created, how much capital raised, etc. Without sharing the data that we need, we won't continue to receive the funding that allows us to provide services.

2 CONFIDENTIALITY

We won't disclose information unnecessarily.

Each party will use commercially reasonable efforts to protect the other party's Confidential Information (defined below). Despite the foregoing, we may leverage our network (including for example, innovation ecosystem partners and mentors) to provide the Services, and may share high level Confidential Information regarding your business or product/service with this network for the purpose of providing the Services or supporting the provision of services to Canadian startups and innovative companies generally. We may also disclose more detailed Confidential Information

TERMS OF SERVICE

about you: (a) to innovation ecosystem partners that are legally obliged to maintain the confidentiality of this information; (b) to others after your verbal or written consent; or (c) to the government as outlined above.

“Confidential Information” means all confidential information relating to a party or its business, strategies, pricing, personnel, suppliers, products or services, but excludes information that the recipient proves: (a) was lawfully in its possession before receiving it from the discloser, (b) was provided in good faith to it by a third party without breaching any of discloser’s rights or any rights of a third party, or (c) is or becomes generally available to the public through no fault of the recipient. For clarity, the above obligations do not prohibit Link North from using any know-how, techniques and information developed or learned by, and retained in the unaided memory of, one or more of the Link North Personnel who provided Services.

What this means: We know that your business data is of strategic importance to you and we take our obligation for confidentiality very seriously. We are, however, co-located with the Timmins Economic Development Corporation and The Business Enterprise Centre, and collectively, we are a “one-stop shop” to assist clients throughout all stages of business development. We share data and collaborate internally to secure additional services for you. We occasionally share information externally to demonstrate economic impact to our government partners, and with your permission, also with northeastern Ontario organizations to ensure you have access to all available supports.

3 PERSONAL DATA

You will not disclose any personal information to us, unless you have obtained consent from the applicable person allowing us to collect, use and disclose that information as necessary for Link North to provide the Services, or unless we are otherwise permitted by law to collect, use and disclose that information without consent. You expressly consent to us keeping personal information collected from you in its files and consent to the disclosure of your personal information in order to provide you with the Services. Link North’s use of personal information provided by you will be limited to that which is reasonably necessary to provide the Services, improve its services, create aggregate information, or to provide you with related information that we believe may be of interest. We may disclose personal information received from you to Link North’s employees, innovation ecosystem partners and mentors provided that such individuals or organizations are required to maintain the privacy of the information. Link North may also disclose such information where required by law.

What this means: Like your business data, we also understand the personal information we receive about you or other members of your team is important to protect and keep confidential. We apply recognized principles to safeguard your personal data and we’ll keep everything that you need us to confidential.

TERMS OF SERVICE

4 DISCLAIMER

Our advice is just that, advice, not a guarantee.

All decisions and actions taken by you in connection with your business, or that otherwise may be based upon any information, advice or suggestion received from a Link North employee are solely your responsibility. You acknowledge that any information, advice or suggestions provided by Link North or its employees or volunteers (collectively, “**Link North Personnel**”) are for educational purposes only and do not constitute financial, business or legal opinions of any kind. You must not rely on any of that information, advice or suggestions without obtaining your own independent financial, business and legal advice. The Services are completely “AS IS” and we disclaim all representations, warranties, guarantees, and conditions of any kind to a client in relation to the Services.

We are providing advice based on the information we have and our judgment. We want to help your business succeed but our advice does not guarantee any specific outcome.

What this means: We provide advice to each of our clients based on the information available to us. Our hope and goal is to help your business succeed, but our advice does not guarantee any specific outcome. We can’t be held responsible or accountable for what happens with your business. We will, however, be there to congratulate you on your successes and help you navigate any challenges that you may encounter. We’re here for you, and we promise to do our absolute best to help you in whatever way you need.

5 WE SUPPORT ALL ENTREPRENEURS

Reciprocal Non-Exclusivity. Nothing in these Terms of Services shall be construed as precluding or limiting in any way our right to provide similar services to any person or entity as Link North deems appropriate or for the company to receive services from other entities similar to us.

What this means: We work with multiple companies in many sectors and some of them may be your competitors. As per the confidentiality clause, your data and company information will never be shared with other Link North clients. We’ll disclose conflicts amongst our Link North employees so you can decide with whom you work.

6 BOOST FUNDING

Registered Link North clients have access to up to a \$10,000 contribution in flow-through funding, at 50% support to complete projects aligning with major milestones on their roadmap. The Link North BOOST Program Committee reviews and approves all funding requests based on the eligibility of the applicant and the merit of the project proposal.

TERMS OF SERVICE

What this means: To be eligible for the Boost Program, the applicant must: (a) be a registered Link North client; (b) have fulfilled the requirements of the agreed work plan; and, (c) be classified within one of the following three stages of business development:

- (1) Build (Pre-Commercialization – Technology Readiness Levels 6-8)
 - Client has basic prototype that needs enhancement and/or further testing for "Proof of Concept"; and/or
 - Client has promising technology/software to enhance business operations that needs testing to work out bugs
- (2) Launch (Commercialization and Start-up – TRL 9 and Early-Stage Deployment)
 - Client prototype and technology is in final form, all technical bugs worked out; and/or
 - Client is in operation 0-12 months, has profitability challenges, and needs support to build revenue streams and customer base
- (3) Grow – SME Growth and Expansion (must fall within Link North Target Sectors)
 - Client falls with Link North’s target sectors, which include:
 - Value-added forest products and services
 - Agri-foods
 - Health sciences
 - Clean technologies
 - Information technology
 - Mining and industrial services
 - Advanced manufacturing
 - Client is looking to enhance work processes, competitiveness and/or integrate new technologies in operations; and/or
 - Client is targeting new markets outside of northeastern Ontario; and/or
 - Client is looking to diversify its products and/or services to address gaps in northeastern Ontario and/or target outside opportunities

Eligible costs are flexible but must align with your approved project objectives. Possible eligible costs include:

- Link North Bank of Consultant advisory services
- Business productivity assessments
- New market development and exporting initiatives
- Industry tradeshows and events
- New equipment and modernization
- Prototype demonstration, certifications, and/or testing
- Information technologies

7 CLIENT IP AND IP RIGHTS

You will retain ownership of any work product created by you in connection with the Services and any background technology owned by you prior to receiving the Services, including all intellectual property rights therein (collectively, the “**Client IP**”).

You will from time to time receive materials from Link North employees or from workshops /other programming which is offered by us directly or indirectly. Unless otherwise specified in writing at

TERMS OF SERVICE

the time of receipt by you, all such material is subject to copyright and other intellectual property rights and no rights are granted to you in those content other than for the purposes for which the content was initially shared with you.

What this means: In order to provide you with business support, we need to know certain things about your business, but your IP is and always remains yours. Link North does not take ownership in a client's IP. If we refer you to a partner organization on the other hand, you will need to confirm their specific policies with them.

We also may be providing you with content where our licensors retain all rights - i.e. through our webinars, workshops and the like.

8 RESTRICTED ACTIONS

You will not, nor allow any of your representatives to: misrepresent your identity; make use of our Services to do anything other than to carry out activities which are normally related to activities conducted using our Services; violate any Laws; make statements about us on any topic, particularly regarding our Services, which could reasonably be considered false or misleading; willfully tamper with the security of our Services, including attempting to probe, scan or test the vulnerability of any of our websites or to breach its security or authentication measures; share any sensitive data with us which, in the normal course of events, would demand special handling and introduce a security burden on us that is not agreed upon by us in writing in advance of receipt of such data; transmit any information, through our Services or in any other manner, which may be:

- (1) unlawful, threatening, abusive, libelous, defamatory, harassing, fraudulent, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane;
- (2) in violation of a third party's intellectual property rights;
- (3) in violation of the privacy of any third party;
- (4) considered "spam" (including machine or randomly-generated, constitutes unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation or any form of lottery or gambling);
- (5) contains or installs any viruses, worms, malware, Trojan horses or other content that is designed or intended to disrupt, damage or limit the function of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- (6) attempts to gain unauthorized access to our Services or our computer systems or networks through hacking, password mining or any other means.

What this means: We ask that you enjoy our services within the normal boundaries of the average client-service relationship. Anything off-side or inappropriate may mean the cancellation of your use of our Services or other potential actions.

TERMS OF SERVICE

9 CREDIT

Link North requests that you acknowledge Link North as a source of support in publicity, where appropriate. You agree however that you shall not, without our prior written consent in each instance, use the trademarks or logo of Link North in any advertising, publicity or otherwise. We reserve the right to publicly identify you as our client.

What this means: We would like to make sure that both your business and Link North's corporate brand are represented in a consistent manner - one that also provides clarity to the nature of our relationship. We encourage that you tag Link North on social media, and we will do likewise. Our posts will be general in nature, and never disclose confidential information about you or your business.

10 TERMINATION

Either of us can walk away at any time.

Either party may, upon providing written notice, end its relationship with the other party although you may still be subject to any reporting obligations which apply. All rights that we or our licensors grant you in our programming material, except for any irrevocable rights in any materials provided to you for your use, shall terminate if you decide to no longer utilize our program offerings.

Sections 1, 4, 5, 8, 9, 11, 12, 13 and this Section shall survive termination of these Terms.

What this means: We're not bound to keep working together if one or both of us decide it's not working out. Link North will communicate with you on a regular and pre-determined basis as we provide advisory services. If you fail to respond to our communications after three attempts, we will assume that you wish to end the relationship and will close your file until which time you contact us. Depending on the circumstances, you may be required to undergo the client intake process prior to obtaining further services or having access to other programming.

11 INDEMNIFICATION

You will indemnify, defend and hold Link North and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors harmless from and against any and all claims, liability, losses, costs and expenses (including costs and legal fees) incurred in connection with (a) your or your representatives' use of the Services; actions that result in injury or death of a person, or loss or destruction of our or a third party's property; untruthfulness or inaccuracy regarding any information provided to Link North by you; negligence, willful misconduct or fraud; or (b) your IP (including any alleged or actual violation of third party's intellectual property rights) or any products, services or business associated with you. You agree to cooperate with Link North's defense of such claims to the extent Link North decides, solely at its discretion, to control the defense of such claims.

TERMS OF SERVICE

What this means: You agree to take care of and protect Link North in the event that you or your organization commits an action that causes us harm (fraud, death, injury, etc) or causes a third party to engage legal recourse against Link North (sues us, basically).

12 LIMITATION OF LIABILITY

We disclaim all liability to Client other than in respect of a refund of fees for Services which you were charged in advance for but did not receive because we cancelled them and did not reschedule the Services. Neither you nor we will be responsible for any indirect, incidental, special, consequential or exemplary damages arising from or relating to your use of our Services. This includes, but is not limited to, any loss of profit, earnings, anticipated earnings, interruption or loss of business, or any consequential losses, problems, or fault howsoever arising out of the use of our Services. Our total liability to you for all damages whatsoever in relation to the Services you receive from us will not exceed the total amounts you paid to us (if any) in the 6 months immediately preceding the date of the most recent claim that gave rise to the liability.

Except in respect of your indemnification obligations which are not constrained by this section, your total aggregate liability of for all claims arising under or related to any Service provided by us, under any and all theories of liability (including without limitation breach of contract, breach of warranty, negligence, bailment, tort, and strict liability), will not exceed the total amount paid by you to us for the services to which the claims relate during the 12 months immediately preceding the date of the most recent claim that gave rise to the liability. Should a jurisdiction that does not allow the exclusion of incidental, special or consequential damages apply to our Terms, the total liability to you or any person in connection with any incidental, special or consequential damages shall be limited by the above paragraph of this section.

What this means: As a non-profit, we hope to limit our liability and we don't want to see you incur any extra risk either. Please don't violate these Terms and play nice with others, and with us, and you'll likely never have to worry about the legalese here.

13 GOVERNING LAW

These Terms shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

What this means: We will all follow the laws of Ontario and of Canada.

14 RELATIONSHIP OF PARTIES

The parties are independent contractors. Neither party is the agent, partner or employee of the other party.

What this means: Both you and Link North make decisions independently.

TERMS OF SERVICE

15 ENTIRE AGREEMENT

These Terms supersedes all previous written or oral agreements between the parties with respect to such subject matter. Link North may, in its sole discretion, modify or update these Terms from time to time, and post the update online at [Link North.ca](http://LinkNorth.ca). Your continued use of the Services after any such change constitutes your acceptance of the revised Agreement.

What this means: As a client of Link North, you are bound by these Terms primarily when you receive Services.