

HBEC - TERMS AND CONDITIONS

GEORGIAN COLLEGE OF APPLIED ARTS AND TECHNOLOGY ("Georgian") is a College of Applied Arts and Technology established under the *Ontario Colleges of Applied Arts and Technology Act, 2002*. Georgian operates the Henry Bernick Centre for Entrepreneurship ("HBEC") whose mandate is to engage with and assist new businesses launch, grow and succeed by providing training, mentoring, funding, networking and feedback across a broad spectrum of business issues.

1. **APPLICATION.** Applicant acknowledges that submission of an application does not guarantee acceptance for HBEC services. HBEC reviews applications and determines acceptance as a client of HBEC ("the Client") in its sole discretion. In the event that an application is not accepted, the information submitted may be retained for reporting purposes.
2. **SERVICES.** HBEC provides mentoring, education and informational services in the areas of business and strategic planning, marketing and advertising, sales, financing and funding (the "Services") including the provision of information and advice from volunteer mentors who have experience in starting, managing and selling businesses ("HBEC Mentors").
3. **EFFECTIVE DATE.** This Agreement takes effect as of the date the Client accepts these Terms and Conditions.
4. **CLIENT CO-OPERATION.** The Client agrees to co-operate with HBEC in the performance of the Services and to provide such information and support as may be reasonably required. In particular, the Client may be required to provide to HBEC, in a timely manner, information about its business including, but not limited to, financial information including funding arrangements, marketing plans, staffing, contracts, research, legal matters, and any other information reasonably required for HBEC to provide the Services. HBEC will request regular updates to ensure it has the most up-to-date and accurate Client information. The Client is required to complete surveys and provide feedback to HBEC. The obligation to provide information shall continue for a four (4) month period following termination of the Services. Failure to respond to reasonable requests for information may result in the termination of Services.
5. **RESPONSIBILITY FOR DECISIONS.** All decisions and actions taken by the Client in connection with its business or otherwise that may rely on any information or opinion received from a HBEC Mentor during the provision of the Services are solely the responsibility of the Client. The Client acknowledges that any information provided as part of the Service is for educational purposes only and is not intended to constitute financial or legal opinions of any

kind. It is the Client's responsibility to retain legal counsel or other professional advisors where appropriate. Neither **HBEC/Georgian nor HBEC Mentors shall be deemed to have made any representations, warranties or undertakings of any kind to the Client in relation to the Services.**

6. NO DUTY OWED. Nothing in these Terms and Conditions shall be construed as precluding or limiting in any way the right of HBEC/Georgian to provide similar Services to any person or entity as HBEC deems appropriate.
7. CONFIDENTIALITY. HBEC employees, HBEC Mentors and contractors of HBEC are bound by obligations of confidentiality. Both HBEC and the Client will keep confidential all information disclosed by one to the other that is not in the public domain provided that HBEC may use certain confidential or personal information as described herein. The Client acknowledges and agrees that HBEC, in providing the Services, must disclose information to HBEC Mentors who provide assistance to HBEC in the delivery of the Services and are legally obligated to maintain the confidentiality of this information. Accordingly, HBEC may disclose detailed information about the Client and the Client's business to (a) HBEC Mentors (b) others with the verbal or written consent of the Client, and/or (c) such funding agencies as may require the information from HBEC for reporting purposes. The sharing of information in this manner shall not constitute a breach of these Terms and Conditions.
8. USE OF AGGREGATED INFORMATION. HBEC may use aggregate information gathered from Clients, that does not identify Clients, combined with third party information for commercial and non-commercial purposes including, without limitation, its reporting requirements to government and other funders, to improve its services, coordinate services with business partners and promote innovation. Aggregate reporting may include analysis by time, sector, business stage, financing type or geography.
9. PRIVACY. Information collected by HBEC/Georgian is collected under the legal authority of the Ontario Colleges of Applied Arts and Technology Act, 2002 and in accordance with Sections 38(2) and 41(1) of *Freedom of Information and Protection of Privacy Act* (FIPPA) and in compliance with *Canada's Anti-Spam Legislation* (CASL). Personal information provided will not be used for any purpose other than (1) to provide the Services (2) to improve HBEC services (3) to create aggregate information for reporting purposes that does not identify the Client or the Client's company, or (4) to provide the Client with information about programs and services offered by HBEC and/or Georgian. HBEC may disclose personal information to its employees, HBEC Mentors, contractors, suppliers, agents, consultants and advisors on a

"need to know" basis, provided that such individuals or organizations are required to maintain the privacy of the information. HBEC may also disclose such information where required by law. For further information about the purpose for which private information will be used, please contact HBEC. For further information about FIPPA and CASL, please contact the Access and Privacy Office at 705-728-1968, extension 5770, mail us at Privacy Officer, Georgian College, One Georgian Drive, Room C327, Barrie, ON, L4M 3X9 or AccessPrivacy@GeorgianCollege.ca.

10. EMAIL COMMUNICATIONS. By submitting this application, the Client consents to receive electronic communications in respect of programs and services offered by HBEC and/or Georgian, apart from delivery of the Services. The Client may withdraw such consent at any time by contacting HBEC@GeorgianCollege.ca.
11. CLIENT REPRESENTATIONS AND WARRANTIES. The Client represents and warrants that
 - (a) he/she has the right, authority and power to enter into this Agreement;
 - (b) he/she assumes full responsibility for the accuracy of any information provided to HBEC;
 - (c) information provided by the Client does not violate any agreement or obligation between Client and any third party; and
 - (d) any products, processes, apparatus, formula, information, data, elements of text, graphics, photos, designs, trademarks, artwork or other intellectual property furnished to HBEC are owned by the Client, or that the Client has permission from the owner to use each of these elements, and will hold harmless, protect, and defend HBEC from any claim or suit arising from the use of such elements furnished by Client.
12. CONFLICTS OF INTEREST. HBEC and the Client will promptly disclose to each other any conflicts of interest of which either becomes aware during the provision of the Services.
13. PUBLICITY. HBEC reserves the right to publicly identify the Client as a client of HBEC.
14. ACKNOWLEDGEMENT OF SUPPORT. The Client may acknowledge HBEC as a source of support in any publicity, where appropriate, subject to paragraph 11 herein. The Client may not include the name or business of any HBEC Mentor without the prior written consent of the HBEC Mentor.
15. GEORGIAN TRADE-MARKS. The Client agrees that it shall not, without prior written consent of Georgian, use the trademarks or logo of Georgian in any advertising, publicity or otherwise.

16. TERMINATION. Either party has the right to terminate the provision of the Services, without thereby incurring any liability to the other, by notice to such effect given in writing to the other party.
17. NO LIABILITY. Neither Georgian/HBEC nor HBEC Mentors shall have no liability to the Client or its business for any loss or damage whatsoever, whether direct, indirect, special or consequential, which arises in contract, tort, by statute or otherwise.
18. INDEMNIFICATION. The Client agrees to indemnify, defend and hold Georgian/HBEC and the HBEC Mentors, and their respective governors, officers, directors, 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 any use of the Service.
19. DEFENCE OF CLAIMS. Georgian/HBEC and the HBEC Mentors each reserve the right, at the Client's expense, to assume the exclusive defense and control of any claim or other matter otherwise subject to indemnification by the Client, and in such case, the Client agrees to cooperate with the defense of such claim.
20. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario. The parties agree to bring any action to enforce this Agreement solely and exclusively in the courts of Ontario at the City of Barrie.
21. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter.
22. SURVIVAL OF TERMS. All provisions hereof shall survive any termination of this Agreement as well as any other revisions which by their terms or sense are intended to survive any such termination.
23. MODIFICATIONS AND UPDATES. HBEC may, in its sole discretion, modify or update these Terms and Conditions from time to time, upon notice to the Client. The Client's continued engagement of the Services after any such modification or update shall constitute acceptance of the new Terms and Conditions.