



# Florence

Florence Canada Ltd

## Acceptance Use Policy

Last Updated: 5 December 2022

1. **Scope.** This Acceptable Use Policy (“**AUP**”) for the Platform governs your access and use of the Platform and sets forth required actions and practices, as well as actions and practices that are unacceptable and prohibited. This AUP is written to protect the interests of public and private entities and individuals providing services on and using the Internet, and the reputation and goodwill of Florence with such parties, and Florence intends it to be interpreted for such purpose. Capitalized terms used but not defined in this AUP shall have the meaning given to such terms in the Temporary Worker Platform Terms of Business (the “**Terms**”) between Member and Florence.
2. **Prohibited Content.** Member shall not, and shall not permit any other individual to, use the Platform to create, display, upload, store, post, submit, reproduce, distribute, process or transmit any Content that, in the discretion of Florence:
  - (a) is abusive, offensive, disruptive, illegal or promotes or otherwise incites racism, bigotry, hatred, discrimination or harm of any kind against any group or individual;
  - (b) harasses or advocates harassment of another person;
  - (c) exploits or promotes exploitation of people in a sexual or violent manner;
  - (d) contains nudity, violence, or offensive subject matter or links to such websites;
  - (e) solicits or is designed to solicit an inappropriate or unlawful relationship with another person;
  - (f) is threatening, obscene, defamatory or libelous;
  - (g) constitutes or promotes an illegal or unauthorized copy of another person's copyrighted work;
  - (h) violates or attempts to violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person;
  - (i) constitutes a criminal offence or otherwise engages in or assists others to engage in any criminal offence;
  - (j) gives rise to liability or otherwise violates the rights or assists others to violate the rights of Florence, another Member or any third party;
  - (k) contains or embodies any computer virus, harmful component or corrupted data;
  - (l) adversely affects the performance or availability of the Platform; or

(m) is used to impersonate any person, including Florence personnel.

3. **Prohibited Actions.** Member shall not, and shall not permit anyone on its behalf or any other person to, directly or indirectly, do any of the following:

- (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying algorithms of the Platform (or any part thereof);
- (b) use the Platform for any purpose that is unlawful, including to commit any act of fraud;
- (c) modify, translate, or create derivative works based on any portion of the Platform or any Florence Content;
- (d) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit any Florence Content and/or any portion of the Platform (or any part thereof) or make any portion of the Platform available to any other person;
- (e) publish or disclose to any third party evaluations of other Members;
- (f) tamper with the security of any portion of the Platform;
- (g) knowingly access data on or available through the Platform not intended for Member; or
- (h) attempt to probe, scan or test the vulnerability of any portion of the Platform or to breach the security or authentication measures.

4. **Prohibited Use of the Platform.** Member shall not, and shall not permit anyone to, use the Platform to:

- (a) violate any applicable local, provincial, federal or foreign law, rule or regulation;
- (b) directly or indirectly send, post, transmit, handle, distribute, deliver or otherwise transmit: (a) unauthorized or unsolicited duplicative e-mail messages, junk or bulk e-mail messages, chain letters, newsgroup postings or unsolicited email ("spam" or "spamming") that is in violation of any applicable law; (b) email to an address obtained via Internet harvesting methods or any surreptitious methods (e.g., scraping or harvesting); or (c) email to an address that is incomplete, inaccurate and/or not updated for all applicable opt-out notifications, using best efforts and best practices in the industry, nor may Member assist in any such actions, nor engage or enlist another to do so; (d) e-mail messages imitating or impersonating another person or his, her or its email address, or creating false accounts for the purpose of sending spam;
- (c) circumvent or modify, attempt to circumvent or modify, or encourage or assist any other person in circumventing or modifying any security technology or software that is part of the Platform;
- (d) obstruct or bypass computer identification or security procedures;
- (e) gain unauthorized access to or use computers, accounts or networks;
- (f) engage in any activity that involves the use of viruses, bots, worms, or any other computer code, files, programs or materials that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of or access to a computer or a computer network;

- (g) export equipment, software, or data outside of Canada in contravention of applicable export control legislation;
  - (h) access any other service or website in a manner that violates the terms for use of or access to such service or website;
  - (i) use invalid or forged headers to disguise the origin of any Content transmitted to or through Florence's systems;
  - (j) post any private information of any person without authorization;
  - (k) engage in any activity that constitutes a criminal offence or otherwise engage in or assist others to engage in any criminal offence; or
  - (l) engage in any activity that gives rise to liability or otherwise violates the rights or assists others to violate the rights of Florence or any third party.
5. **Enforcement.** It is Florence's policy to investigate all reports of abuse and take appropriate action on all such reports.
6. **Remedies.** Without limiting the remedies available to Florence for any breach of the Terms, Florence may restrict, suspend or terminate Member's access to the Platform at any time and without notice if Florence, in its sole discretion, determines that Member has violated this AUP and Florence may take any additional action it considers necessary to remedy the breach.
7. **Compliance with Law Enforcement.** Florence reserves the right to fully cooperate with any law enforcement authorities or court order, requesting or directing Florence to disclose the identity of anyone suspected of violating this AUP, the Terms or any applicable law. Member acknowledges and agrees that Florence may cooperate with law enforcement authorities in this regard.
8. **Changes to this AUP.** Florence reserves the right to supplement, modify, amend or supersede this AUP at any time by posting a notice at [www.florenceapp.com/ca/legal](http://www.florenceapp.com/ca/legal), or by sending a notice to Members via email or other communications that we typically use to notify Members of changes.