



TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use (herein after “Agreement”) govern the terms and conditions pursuant to which the Account Holder through its User(s) will have access to the Internet-based application known as ROE Web, for the purpose of completing and submitting to the Canada Employment Insurance Commission (Commission) electronic Records of Employment (“ROEs”).

The purpose of ROE Web is to provide Account Holders and User(s) with a means to create, submit, print, view, extract and amend (all of which are hereinafter referred to as “manage”) electronic ROEs.

This Agreement contains a number of provisions that may affect the rights and obligations of the Account Holder.

THE ENTIRETY OF THIS AGREEMENT MUST BE READ CAREFULLY

This Agreement is made available to the Account Holder through the Primary Officer who has the authority to accept this Agreement on behalf of the Account Holder.

The continued access to and use of ROE Web are subject to (1) the acceptance of this Agreement, and (2) the Account Holder’s compliance with the terms and conditions contained in this Agreement.

1. Definitions

“Account Holder” is an individual or entity

- a) obligated to complete and submit ROEs to the Commission in accordance with the *Employment Insurance Act and Regulations*; and/or
- b) that is a Payroll Service Provider responsible for completing and submitting ROEs to the Commission on behalf of a Client Employer whether or not that Client Employer is registered with ROE Web as an Account Holder.

“Activation Code” is a random, unique and temporary code used in support of electronic authentication and is required for ROE Web Enrolment.

“*ROE Web Client Employer Consent Form*” is the form supplied by the Commission and used to confirm a Payroll Service Provider’s authority to manage ROEs on behalf of a Client Employer.



“Client Employer” means the individual or entity that has authorized a Payroll Service Provider to manage ROEs on its behalf in accordance with the *ROE Web Client Employer Consent Form*.

“Designated Officer” is an individual who has been identified and authenticated by the Primary Officer and whose responsibility is to (a) identify and authenticate other individual(s) as Designated Officer(s), Issuer(s) or Viewer(s) and (b) manage ROEs on behalf of the Account Holder.

“Main Business Address” means the physical location of the Account Holder’s business as specified on the registration form provided to the Commission.

“Payroll Service Provider” means an individual or entity that (a) provides accounting and payroll services to its Client Employer(s), (b) is authorized by its Client Employer(s) to manage ROEs on their behalf, and (c) has provided the Commission with a copy of a signed *ROE Web Client Employer Consent Form*.

“Primary Officer” is an individual who has been designated by the Account Holder to act on its behalf and whose responsibility is to (a) identify and authenticate other individual(s) as Designated Officer(s), Issuer(s) or Viewer(s), (b) administer the Account Holder’s ROE Web account, and (c) manage ROEs.

“Record of Employment” for the purpose of ROE Web, is the form, supplied by the Commission within ROE Web, which is completed in respect of a person employed in insurable employment who has an interruption of earnings.

“ROE Web Enrolment” is the process by which an authorized individual is granted access to ROE Web as a User.

“Issuer” is an individual whose identity has been authenticated by the Primary Officer or a Designated Officer and whose responsibility is to manage ROEs on behalf of the Account Holder.

“Viewer” is an individual whose identity has been authenticated by the Primary Officer or a Designated Officer and whose responsibility is to view and print ROEs on behalf of the Account Holder.

“User(s)” is the generic term referring to the individual(s) authorized to act on behalf of the Account Holder as Primary Officer, Designated Officer, Issuer or Viewer. It is understood that each of these roles has a specific access level assigned to them within ROE Web.

“You” refers to the Primary Officer.



2. Acceptance of terms and conditions

2.1 This Agreement sets out the terms and conditions pursuant to which the Commission will make ROE Web available to the Account Holder.

2.2 By clicking “I Agree” at the end of this Agreement you

- a) agree, for and on behalf of the Account Holder, to be bound by the terms and conditions of this Agreement;
- b) warrant that you have the power and capacity to execute this Agreement on behalf of the Account Holder;
- c) on behalf of the Account Holder, acknowledge and agree that any previous ROE Web agreement the Account Holder may have had with the Commission is immediately terminated upon accepting this Agreement.

3. Amendment

3.1 The Commission reserves the right to modify the terms and conditions of this Agreement at any time without prior notice. However, such modifications will only be effective after the expiry of a thirty day notice period commencing on the day the notice of the change is posted in ROE Web and on the Service Canada website.

3.2 The access to or use of ROE Web after the expiry of the thirty day period will signify the acceptance of the modified agreement and the Commission will be entitled to rely on such access to and use of ROE Web as indicating agreement with the change.

3.3 It is the Account Holder’s responsibility to consult ROE Web on a regular basis to determine whether any modifications have been posted.

4. Availability of ROE Web

4.1 ROE Web will be available seven days a week, twenty-four hours a day, except

- (a) during regularly scheduled maintenance or repair; or
- (b) because of events beyond the control of the Commission, or that the Commission could not have reasonably prevented by means of controls, compromise, disaster recovery procedures or business continuity procedures.

4.2 The Commission makes no representations or warranties and disclaims all liability in regards to the availability of



- (a) ROE Web because of events beyond its control, or that the Commission could not have reasonably prevented by means of controls, compromise, disaster recovery procedures, or business continuity procedures; or
- (b) any related technology or intermediary Internet services or systems used to support or access ROE Web.

5. No charge to use ROE Web

ROE Web is free of charge.

6. Responsibilities of the Account Holder

6.1 The Account Holder is fully responsible for

- (a) any use of ROE Web that is in breach of this Agreement, including the use by any User(s) to whom access to ROE Web is granted;
- (b) ensuring that all information provided to the Commission through ROE Web is true, accurate, current, complete and in compliance with the *Employment Insurance Act and Regulations*;
- (c) maintaining, for audit purposes, records establishing the link between an Activation Code and the identity of the User to whom this Activation Code is provided to for the purpose of ROE Web Enrolment. Such records will be maintained in accordance with the retention period provided for under subsections 87(3) and 87(3.1) of the *Employment Insurance Act* and will be provided to the Commission upon request.

6.2 The Account Holder certifies that the Primary Officer and the Designated Officer(s) are authorized to use ROE Web and to identify and authenticate additional User(s) to act on behalf of the Account Holder for the purpose of ROE Web.

6.3 The Account Holder certifies and warrants that

- (a) identity information provided by User(s) for purposes of ROE Web Enrolment is accurate and complete;
- (b) in seeking enrolment to ROE Web for its User(s), that it has no information or knowledge that the identity information of these Users provided by the Account Holder to the Commission is inaccurate, incomplete, has changed or has been altered, and;
- (c) Users are authorized to be enrolled and use ROE Web in accordance with the access level assigned to them.



6.4 The Account Holder must notify the Commission if it knows or suspects that

- (a) any User's username or password has been or may have been disclosed to anyone;
- (b) any User's username, password or account has been or may have been accessed or used without authorization;
- (c) any provision of this Agreement has been or may have been contravened whether by act or omission;
- (d) any breach of security that impacts or may impact on the security or integrity of ROE Web has occurred.

6.5. In accordance with the process established by the Commission and found on the Service Canada website, the Account Holder must

- (a) notify the Commission of any change of Primary Officer; and
- (b) have the incoming Primary Officer identified and authenticated.

7. Responsibilities specific to the Account Holder acting as a Payroll Service Provider

As a Payroll Service Provider, the Account Holder

- (a) must keep, for audit purposes, the original of each *ROE Web Client Employer Consent Form* signed by a Client Employer authorizing the Account Holder to manage ROEs on their behalf using ROE Web. Such records will be maintained in accordance with the retention period provided for under subsections 87(3) and 87(3.1) of the *Employment Insurance Act*;
- (b) must provide the Commission with a copy of a signed *ROE Web Client Employer Consent Form* in regards to each Client Employer who authorizes the Account Holder to manage ROEs on the Client Employer's behalf in order for the Commission to add these Client Employers to the Account Holder's account within ROE Web;
- (c) must cease to manage ROEs on behalf of a Client Employer who has terminated their authorization, given pursuant to the *ROE Web Client Employer Consent Form*, and must immediately inform the Commission of said termination;
- (d) understands and agrees that a Client Employer may, at any time, notify the Commission that they have terminated their authorization, given pursuant to the *ROE Web Client Employer Consent Form*, and that the Account Holder is no longer authorized to manage ROEs on their behalf.



8. Accuracy

The Account Holder understands and agrees that unless the information contained within ROE Web is updated or the Commission is notified of any change, the Commission is entitled to rely on and act upon the information it receives through ROE Web in relation to the Account Holder's account.

9. Protection of Username and Password

9.1 Subject to the terms of this Agreement, the Activation Code assigned to each User is personal and not transferable.

9.2 The Account Holder must ensure that prior to each User ROE Web Enrolment, Users understand and agree that their username and password used to access ROE Web are unique to them, and that they must maintain the confidentiality of their username and password at all times and must not let any other person use their username and password in order to preserve the security of their electronic communications.

9.3 The Commission disclaims all liability for any loss or damage arising from the failure by the Account Holder or any User(s) to protect usernames, passwords, Activation Codes, or account information.

10. Protection of Account Holder's Computer Networks

The Account Holder warrants that it will install, use and regularly update antivirus software and conduct malicious code scans on all computer equipment used to access ROE Web and further warrants that it will install new virus definitions as soon as practical.

11. Revocation of Enrolment to ROE Web

11.1 The Account Holder must revoke a User's access to ROE Web when

- a) the User ceases to be a representative of the Account Holder;
- b) there is any change in the User's identification or authentication information;
- c) the User's username or password is compromised or insecure, or suspected of being compromised or insecure;
- d) the User fails to meet their obligations under this Agreement.

11.2 For greater certainty, the revocation of a User's access to ROE Web does not affect the access of other Users, and does not terminate this Agreement. If the Account Holder revokes the access of the Primary Officer from ROE Web, the Account Holder must



replace the Primary Officer and inform the Commission of the new Primary Officer as per section 6.5 of this Agreement.

- 11.3 The Account Holder hereby certifies the authority of User(s) identified and authenticated by the Primary or the Designated Officer(s) to act on its behalf and must inform them that their access to ROE Web will be revoked where there is reason to believe that any of the circumstances set out in section 11.1 occur.
- 11.4 The Commission may, in its sole and unfettered discretion and without prior notice, revoke a User's access to ROE Web where there is reason to believe that any of the circumstances set out in section 11.1 occur.

12. Disclaimer

- 12.1 ROE Web and all functionalities therein are provided on an "AS IS" and "AS AVAILABLE" basis. They are provided without warranties, representations, and conditions, express or implied, including, without limitation, warranties or conditions of accuracy, completeness, currency, merchantable quality, fitness for a particular purpose, or those arising by law or by statute, or by usage of trade or course of dealing. By accessing and using ROE Web through the Users the Account Holder agrees that ROE Web use is entirely at its own risk.
- 12.2 Without limiting the generality of section 12.1, the Commission makes no warranties or representations, express or implied, with respect to
- (a) ROE Web;
 - (b) the operations that will be conducted by the Account Holder or any of its User(s) using or relying on ROE Web;
 - (c) ROE Web being free of malware, including free of any virus, or other harmful component;
 - (d) the non availability of ROE Web for reasons of maintenance or repair;
 - (e) the non availability of ROE Web because of events beyond the control of the Commission including events that could not have reasonably been prevented by means of controls, compromise, disaster recovery procedures or business continuity procedures.
- 12.3 The Commission is not responsible and assumes no liability for its reliance on third party information, including Client Employer, provided by User(s) to the Commission through ROE Web.



13. Limitation of Liability

13.1 The Commission shall not be liable and expressly disclaims all liability whatsoever to any individual or to any entity who is not the Account Holder under this Agreement, for any claims, actions, loss, damages (including special, direct, indirect, incidental or consequential damages) or expense, awards, including, without limitation, loss of revenue or profit or savings, lost or damaged data, or other commercial or economic loss, arising in any manner whatsoever from (i) the Account Holder or any User acts, omissions or conduct; (ii) any use or inability to use ROE Web, and (iii) any lack of availability or delay in providing ROE Web, even if the Commission has been advised of the possibility of such damages, or for claims by a third party, nor shall the Commission's contractors, suppliers, agents, employees or representatives have such liability. This section shall apply whether or not the liability results from tort (including negligence), contract (including breach of fundamental terms or conditions, a fundamental breach of this Agreement), criminal or otherwise from any other cause of action.

13.2 Notwithstanding anything in this Agreement the Commission's maximum aggregate liability to the Account Holder under this Agreement, or any third party, who reasonably uses or relies on ROE Web, for any claim whatsoever related to any service associated with ROE Web, shall not exceed \$50,000.00 per award, judgement or negotiated settlement, even if the Commission has been advised of the possibility of such damages, or for claims by a third party, nor shall the Commission's contractors, suppliers, agents, employees or representatives have such liability. This section shall apply whether or not the liability results from tort (including negligence), contract (including breach of fundamental terms or conditions, a fundamental breach of this Agreement), criminal or otherwise from any other cause of action.

14. Indemnification

14.1 The Account Holder agrees to indemnify and hold harmless the Commission, its Assigns and Successors, officers, employees, or agents, from and against all claims, actions, losses, expenses, damages (direct, indirect, incidental or consequential), and costs, including reasonable attorneys' fees, resulting from

- (a) any breach by the Account Holder or a User of this Agreement or other conduct giving rise to liability in tort (including negligence), contract or any other cause of action;
- (b) any breach by the Account Holder or a User, whether deliberate, negligent or otherwise, of the obligations set out in section 9 "Protection of Username and Password";
- (c) the User's unauthorized or unreasonable use of or reliance on ROE Web;



- (d) the failure to request revocation in accordance with section 11 "Revocation of Enrolment to ROE Web";
- (e) a determination, judgment or award finding the Commission to be liable. The Commission's liability shall be limited to \$50,000 in accordance with section 13.2;
- (f) any breach by the Account Holder of the "Account Holder Responsibilities" (sections 6 and 7 of this Agreement); or
- (g) inaccurate or incomplete information or documents submitted by the Account Holder of which the Account Holder has knowledge or should reasonably have had knowledge.

14.2 The Account Holder must not hold the Commission liable for any damages, direct or indirect, incidental or consequential, arising from any lack of availability, or delay in providing ROE Web.

15. Dispute Resolution

The Parties hereby undertake to use their best efforts to resolve in an amicable and expeditious manner any dispute or difference that may arise between them under this Agreement, first by negotiation and, failing resolution, then through an independent mediator. Any dispute or difference that has not been resolved by either of these means shall be referred to binding arbitration under the *Commercial Arbitration Act* (R.S.C., 1985, c. 17 (2nd Supp.)) as amended from time to time.

16. Privacy and Confidentiality

16.1 The Account Holder consents to and accepts that the Commission will collect and use identifying information, including the Business Number, for the purposes of identifying any ROE submitted by the Account Holder using ROE Web and communicating with the Account Holder.

16.2 The Account Holder must inform each User that their identifying information, as collected by the Account Holder for the purpose of ROE Web Enrolment

- (a) will be provided to the Commission upon request;
- (b) will be used to identify the User accessing ROE Web and managing ROEs ; and
- (c) may be used for revocation of their access to ROE Web.



The Account Holder must ensure and warrants that each User has consented to any such collection and disclosure to the Commission of their identifying information prior to ROE Web Enrolment.

16.3 It is understood that the Account Holder and any User has the right to access their identifying information from the records maintained by the Commission and request correction of any of their identifying information in accordance with the *Privacy Act*, (R.S.C., 1985, c. P-21) as amended from time to time.

16.4 It is understood that the Account Holder or any User may, at any time, withdraw their consent, provided under sections 16.1 and 16.2, by notifying the Commission of their decision. If they do so, the Commission may not be able to provide them, or continue to provide them, with access to ROE Web, in which case ROEs may be submitted by other means by those individuals. Until receipt of such notification, the Commission is entitled to rely on the information it possesses.

17. No Partnership

The Commission and the Account Holder expressly disclaim any intention to create a partnership, employer /employee relationship, joint venture, joint enterprise or fiduciary relationship. It is understood, acknowledged and agreed that nothing contained in this Agreement nor any acts of the Commission or the Account Holder or any relying party shall constitute or be deemed to constitute the Commission and the Account Holder (or any relying party) as partners, employer and employee, joint venturers, principal and agent, trustee and beneficiary, or as in a fiduciary relationship of any kind, in any way or for any purpose.

18. Assignment

The Account Holder may not assign this Agreement, in whole or in part. The Commission may assign any part or all of this Agreement, and may contract out any or all of its services, including those pertaining to ROE Web.

19. Termination

19.1 Either party may terminate this Agreement without cause upon a thirty day written notice.

19.2 The Commission will terminate this Agreement without notice if the Account Holder fails to comply with any of their obligations under this Agreement. For greater clarity, the termination shall be effective on the date that the Account Holder failed to comply with its obligations to any extent.

19.3 If, at any time and for any reason, the Account Holder ceases to agree to be bound by this Agreement, the Account Holder and every User(s) must immediately cease to access or



use ROE Web and notify the Commission.

19.4 Upon termination of this Agreement, the Account Holder's access to ROE Web will be terminated and all related Users' access revoked without notice.

20. Notice

20.1 Where this Agreement calls for notice, unless specified otherwise, such notice must be in writing and may be delivered by mail, by facsimile, by email, or any other means of communication approved by the Commission. A notice shall be deemed to have been received on the fifth business day after mailing if sent by regular mail or on the first business day after the date of transmission if sent by facsimile or electronic mail.

20.2 Notice shall be given to the Commission at

To the attention of:

By Mail Business Registration Centre
 Service Canada
 P.O. Box 14000
 Bathurst, NB E2A 5A3

By Facsimile 1-506-548-7149

By Email NA-ECC-CSE-GD@servicecanada.gc.ca

21. Severability

If any provision of this Agreement is declared by an arbitrator or a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions of this Agreement shall remain in full force and effect.

22. Successors and Assigns

This Agreement shall ensure to the benefit of, and be binding upon, the successors and any permitted assigns of the Commission and of the Account Holder, except that access rights to ROE Web are personal to the User(s) and are not transferable. These access rights are strictly for the use of ROE Web and are not for personal use.



23. Survival

Notwithstanding the termination of this Agreement, provisions concerning indemnity, liability, and dispute resolution shall survive.

24. Entire Agreement

This Agreement, as amended from time to time in accordance with its provisions, constitutes the entire and sole agreement between the parties with respect to ROE Web and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in this Agreement. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in this Agreement.

25. Governing Laws

By accessing or using ROE Web the Account Holder agrees that this Agreement and all matters relating to the access to, or use of, ROE Web shall be governed by the laws

- a) of the province in which the Account Holder's Main Business Address is located; or
- b) the province of Ontario if the Account Holder's Main Business Address is located outside Canada,

and the laws of Canada, exclusive of their conflicts-of-laws principles. The Account Holder agrees and hereby submits and attorn to the jurisdiction of the court in the applicable jurisdiction as determined in paragraph a) or b).