

IBEW LOCAL 353 Trust Funds MERIT Employer Reporting Application Form

This is a **two-page** form. Please complete, sign, and date this form, and return the original to TEIBAS for processing. If you have any questions related to this form you can email us at employers@teibas.com or call us at 416-637-6789 or toll-free at 1-800-267-0602.

1. COMPANY INFORMATION

Company Information Required (Please print clearly in ink.)

Company Name:		CRA Business Number:	
Unit No.:	Address:		
City:		Province:	Postal Code:
Phone No.:	Fax No.:	Email Address:	

2. PRIMARY CONTACT INFORMATION

Last Name:	First Name:	Middle Initial(s):
Phone No.:	Email Address:	

3. ACCESS REQUEST

Last Name:	First Name:	Middle Initial(s):
Phone No.:	Email Address:	

Last Name:	First Name:	Middle Initial(s):
Phone No.:	Email Address:	

This Application Agreement Form ("Agreement") is made as of the signed date below, between TEIBAS and the "Employer" listed above. This Agreement sets forth the terms and conditions under which the parties agree that the Employer may obtain licenses to use TEIBAS's proprietary application and related user documentation for the Employer Reporting Tool. This Agreement incorporates all the terms and conditions of the Terms of Use. By signing below, the Employer certifies that it has read, and agrees to be bound by the terms and conditions on the reverse side, and the Terms of Use.

Name of Company Officer: _____

Title: _____

Signature: _____

Date: (DD/MM/YYYY) _____

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TERMS and CONDITIONS

1. DEFINITIONS

- 1.1 **"Registered Users"** means individuals who have registered through the Employer with TEIBAS and are authorized to access the Application using a user name and password supplied by TEIBAS.
- 1.2 **"Terms of Use"** means the terms and conditions for use of the Application that are posted on the home page of the employer electronic reporting tool, as amended from time to time.
- 1.3 **"Application"** means the specific object code modules provided under this Agreement comprising the employer electronic reporting tool, including any related modules, error corrections and updates thereto, as provided by TEIBAS to Employer, or as accessed by the Employer through the TEIBAS website.

2. GRANT OF RIGHTS; OWNERSHIP

- 2.1 **Grant of License; Ownership:** Subject to the terms and conditions of this Agreement, TEIBAS grants to Employer a nonexclusive, nonsublicensable, nontransferable license, to permit Registered Users to access and use the licensed Application in accordance with the Terms of Use; and to make a reasonable number of copies of the related user documentation that accompanies the Application.

TEIBAS and its licensor's presently own and will continue to own all rights, title, and interest in and to the Application and all worldwide intellectual property rights therein, as set out in the Terms of Use.

- 2.2 **License Restrictions:** The license granted herein is limited as set out in the Terms of Use, and is limited to the Employer and its Registered Users. Employer's rights in the Application will be limited to those expressly granted in this Agreement, and TEIBAS reserves all other rights.
- 2.3 **Responsibilities of Employer:** The employer shall: (i) be responsible for all activities that occur under Employer's account; (ii) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all electronic data, information or material entered into the Application by Employer; and (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Application, and notify TEIBAS promptly of any such unauthorized use. Employer shall be responsible for those persons given access to the Application and their compliance with the provisions of this Section 2.3 and the Terms of Use.

3. WARRANTY AND DISCLAIMER; LIMITATION OF LIABILITY

TEIBAS makes no representation, warranty or guarantee regarding the Application, and is not liable for any damages of any kind, as set out in the Terms of Use.

4. TERM AND TERMINATION

- 4.1 **Term This Agreement:** will begin on the date signed and will remain in effect until Employer discontinues use of such Application or until the Agreement is otherwise terminated in accordance with the terms of this Agreement. Terminations of this Agreement shall be made in writing.
- 4.2 **Termination for Breach:** Each party will have the right to terminate this Agreement if the other party breaches any material term of this Agreement, and fails to cure such breach within thirty (30) days after written notice thereof. Termination of this Agreement by either party will be without prejudice to any other right or remedy of such party.
- 4.3 **Effect of Termination:** Upon any termination of this Agreement, Employer will at TEIBAS' request, destroy TEIBAS confidential information that pertains to the Application, in its possession or control and all copies and portions thereof, in all forms and types of media, and provide TEIBAS with an officer's written certification, certifying to Employer's compliance with this section.

5. MISCELLANEOUS

- 5.1 **Assignment:** This Agreement and the rights hereunder are not transferable or assignable by Employer without the prior written consent of TEIBAS, except to a person or entity who acquires all or substantially all of the assets or business of Employer, whether by sale, merger or otherwise. TEIBAS may assign or transfer this Agreement without Employer's consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 5.2 **Notices:** All notices, demands or consents required or permitted under this Agreement shall be in writing to the addresses on the first page of the Agreement, or as the parties otherwise direct. Notice shall be considered effective on the earlier of actual receipt, or five (5) days after posting when sent via certified Canada Post mail.
- 5.3 **Sever-ability:** If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. This Agreement, including all referenced documents, contains the complete understanding and agreement of the parties and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein.
- 5.4 **Force Majeure:** Except for Employer's obligations to pay TEIBAS hereunder, neither party shall be liable to the other party for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to, labour disputes, strikes, lockouts, shortages of or inability to obtain labour, energy, raw materials or supplies, war, riot, act of God, internet failures or governmental action.

Please send your completed and signed form to TEIBAS via mail, fax, or scan and email. See contact information below.