



OMHAS Academy Library Card Terms and Conditions

Effective date: September 1, 2026 Version: 2.0

These Terms govern the OMHAS Academy Library Card subscription offered by OMHAS Solutions Inc. ("OMHAS") to organisations for workplace training. The Library Card is offered only for business use. By checking the box at checkout and completing the purchase, the person completing checkout confirms that the purchase is for business purposes and not for personal, family or household purposes, and that they are authorized to bind the subscribing organisation, and the organisation agrees to these Terms. These Terms take effect for the organisation when its purchase is completed. The Library Card is currently offered to organisations located in Canada outside Quebec.

1. Named Users

A Named User is one person, identified by name and their own email address, whom your organisation adds to the subscription through the Library Card dashboard. Each Named User needs their own email address. Each Named User receives an individual account. Accounts are personal: a login may not be shared, transferred or used by more than one person.

Your subscription covers the number of Named Users you have purchased. Your organisation may add Named Users at any time under Section 5. Your organisation cannot remove, replace, rename or reassign a Named User; those changes are made only by OMHAS under Section 7.

2. What the Library Card includes

The Library Card gives every Named User access to all courses in the OMHAS Academy catalogue as published, including courses added to the catalogue during your subscription, at no additional charge. OMHAS may add, update, replace or retire courses at its reasonable discretion, and will not materially reduce the overall offering during an active initial term without providing a reasonably comparable replacement. Changes to the catalogue never invalidate certificates already issued.

The Library Card is not a regulator-issued ticket, a practical evaluation, or a substitute for a written workplace program.

3. Price

The subscription fee is \$16.05 CAD per month for one to six Named Users, which is the minimum monthly charge, and \$2.68 CAD per month for each Named User beyond six. These prices are \$15.00 and \$2.50 respectively plus OMHAS's 7% administration fee rounded to the nearest cent (\$1.05 and \$0.18). Applicable sales taxes are calculated and added according to the customer information provided and applicable tax rules. The



complete monthly price before tax is displayed at checkout before your purchase is completed and matches your invoice.

4. Billing and payment

Fees are billed monthly in advance on the same day each month to the payment method on file. If that day does not exist in a month, billing occurs on the last day of that month. An invoice showing tax separately and the OMHAS GST/HST registration number is emailed after each payment. Your organisation keeps its account email address and payment method current. Questions about an invoice must be raised within 30 days of the invoice date.

If a payment fails, OMHAS will retry the charge. You have 7 days from the first failed payment to correct it. After 7 days, access for all Named Users under your subscription will be suspended. Suspension does not cancel, pause, shorten, restart or extend the initial term. Regular monthly charges continue on the normal billing dates for the remainder of the initial term, and access is restored once all overdue amounts are paid. A subscription that is still suspended when its initial term ends comes to an end; an organisation that later wishes to return pays the unpaid balance of that initial term and then continues month to month under Section 6. After the initial term, a subscription that remains suspended for non-payment for 30 days ends at the end of that billing cycle. Amounts owing remain payable.

Cancelling or revoking your payment authorization with your bank or card issuer does not cancel the subscription or remove amounts owing.

5. Adding Named Users

Your organisation may add Named Users at any time through the dashboard. A new Named User receives access immediately. The additional monthly charge begins on your next regular billing date; no charge is made for the part of the billing period before that date. Each Named User you add becomes part of your organisation's committed number for as long as the current subscription continues. A lower number is possible only as set out in Section 6.

6. Term

The subscription has an initial term of 18 consecutive monthly billing cycles beginning on the date of your first payment. The subscription cannot be cancelled for convenience during the initial term.

Once any Named User has successfully completed a course, the number of Named Users on your subscription does not go down while the subscription continues, during the initial term or after it. If no Named User has completed a course, your organisation may reduce the number after the initial term by written notice to omhas@omhas.ca, effective on the next regular billing date after the notice is received.

After the initial term, the subscription continues month to month. Your organisation may cancel at any time by written notice to omhas@omhas.ca; cancellation takes effect at the end of the billing cycle in which the notice is received, and billing and access continue until then. After the initial term OMHAS may change the price or these Terms by giving 30 days' written notice; if your organisation does not accept the change, it may cancel before the change takes effect.

After the initial term, your organisation may start a new 18-month term at any number of Named Users and establish a fresh roster. All historical records remain archived under Section 8.

7. Changes to Named Users

7.1 Only OMHAS makes changes. Requests are made through the Request Replacement form in the dashboard or by email to omhas@omhas.ca from an authorized representative of your organisation. OMHAS will correct a spelling error or a changed email address after verifying that the account belongs to the same person. A correction is never a substitution of one person for another.

7.2 Named Users who have not completed a course. A Named User who has not completed any course may be replaced on request, at no charge and without limit.

7.3 Completion. A Named User successfully completes a course when the Academy platform records that they have met the course's completion requirements, including any assessment. Once a Named User successfully completes any course, they are entitled to its certificate and their place on the subscription has been used, whether or not the certificate has been generated, opened or downloaded. A used place cannot be replaced except under the Replacement Allowance in Section 7.4. OMHAS may revoke a certificate if the course was completed by someone other than the Named User, through a shared login, or on the basis of false information; a revoked certificate does not release the place.

7.4 Replacement Allowance. When a Named User who has completed a course leaves your organisation, you may replace them under the Replacement Allowance. The allowance is one replacement, plus one more for each full ten Named Users on your subscription on the date of the request:

Named Users on the subscription	Replacements per calendar year
1 to 9 Named Users	1 replacement
10 to 19	2
20 to 29	3
30 to 39	4
40 to 49	5
Each further ten	One more

The allowance is per calendar year and resets on January 1. A subscription that starts in January through September has its allowance from its start date to December 31 of that year. A subscription that starts in October, November or December receives its first allowance on the following January 1. Unused replacements do not carry forward. Each request includes your organisation's written statement that the person has left; OMHAS may ask for reasonable confirmation where misuse is suspected, and will not require a Record of Employment or any other employment document. The allowance is for people who have left your organisation and is not a right to exchange people. Once the year's allowance has been used, further people may be added as new Named Users under Section 5.

7.5 Named Users who leave. On written notice that a Named User has left your organisation, OMHAS deactivates that account and archives it. The number of Named Users on your subscription does not change, and archiving does not require a replacement. An archived person has no course access. Their completed training and certificates remain visible, read-only, to your organisation's administrators for as long as the subscription is active. Certificates already issued belong to the person and remain valid, subject to Section 7.3.

7.6 Returning people. If an archived person returns to your organisation, OMHAS reactivates their original account with its history. If their place was never refilled, they return into their own place and the number of Named Users does not change. If their place was refilled, they are added as a new Named User under Section 5. The Replacement Allowance is never used to bring someone back.

8. Training records

OMHAS keeps every completed-course record and certificate for seven years from the course completion date, including after your subscription ends. Other account information and incomplete-training records are retained according to the OMHAS Privacy Policy and applicable legal requirements. On request to omhas@omhas.ca, OMHAS will release a record from its archive to your organisation for audit, inspection, prequalification, insurance, legal or other compliance purposes; no demand letter is required. A Named User may obtain their own record from OMHAS. Requests are subject to identity verification and the OMHAS Privacy Policy.

When your subscription ends, all Named User accounts lose access to the course catalogue. Records are retained and available as set out above.

9. Refunds

Except where required by law or where OMHAS confirms a billing error or service failure, amounts properly billed are non-refundable. No refund or credit is provided for partial months, for Named User places not filled, for Named Users who do not complete training, or for Named Users who leave your organisation.

10. Employee information and privacy

Your organisation confirms that it is authorized to provide the names and email addresses of its Named Users to OMHAS, that the information it provides is accurate, and that it will inform each Named User that their information is provided to and processed by OMHAS. OMHAS uses this information for account creation, training administration and record keeping, and for the permitted purposes set out in the OMHAS Privacy Policy. Each Named User sees a privacy notice when activating their account. OMHAS will notify your organisation without undue delay after becoming aware of a breach of security safeguards involving its Named Users' personal information that creates a real risk of significant harm. OMHAS sends marketing communications only to individuals who have given their own separate consent, which may be withdrawn at any time and is never a condition of the subscription.

11. Intellectual property

All course content, materials, videos, assessments, certificate designs, software and the Academy platform are owned by OMHAS or its licensors and are protected by Canadian and international copyright and other intellectual property laws. Your organisation receives a limited, non-exclusive, non-transferable licence for its Named Users to access and use the course content for their own training during the subscription, and your organisation will ensure that its Named Users comply with this Section. No one may copy, record, reproduce, share, distribute, resell, publicly display, modify or translate the content, use it to create other training, or remove any proprietary notice from it. A certificate issued to a Named User may be reproduced by that person and by your organisation as needed to demonstrate completion of training. The OMHAS and OMHAS Academy names and logos are the property of OMHAS Solutions Inc. and may not be used without written permission.

12. Limits of online training and your organisation's responsibilities

Academy courses provide general and program-based instruction. They do not replace an employer's obligations under applicable occupational health and safety legislation or other applicable law, including workplace-specific orientation, site-specific procedures, hands-on instruction, supervision, verification of competency, equipment-specific authorization, and any training that the law requires to be delivered by an approved provider.

A certificate confirms that the Named User completed the course components identified on it. It does not by itself establish competency, qualification or authorization for any task. Your organisation is responsible for determining which courses meet its legal and operational needs, for ensuring that its Named Users complete the training their work requires, for supervising its workers, and for keeping any training records the law requires it to keep. OMHAS does not supervise Named Users, is not the employer of any Named User, and does not guarantee that completion of any course results in compliance with any law, regulation, standard, audit program or prequalification requirement.

13. Termination for cause

13.1 By OMHAS. OMHAS may suspend or terminate your subscription, or the access of any Named User, on written notice if: (a) a login is shared, transferred or used by anyone other than the Named User to whom it was issued; (b) course content is copied, reproduced, distributed or otherwise used in breach of Section 11; (c) a request made under Section 7 contains a false statement, including a false statement that a person has left your organisation; (d) the Library Card is used for an unlawful purpose or in a way that threatens the security or integrity of the platform; (e) your organisation breaches any other material obligation under these Terms and does not correct it within 10 days after written notice, where correction is possible; or (f) to the extent permitted by applicable insolvency law, your organisation becomes bankrupt or becomes subject to insolvency or receivership proceedings. Where a breach can be corrected, OMHAS will give written notice and a reasonable opportunity to correct it before terminating. Suspension may be immediate in cases of fraud, unlawful use or a threat to security.

13.2 By your organisation. Your organisation may terminate the subscription on written notice if OMHAS fails to provide the Library Card in a material respect and does not correct the failure within 30 days after receiving written notice describing it.

13.3 Effect of termination. On termination under this Section, all Named User accounts lose access to the course catalogue. Training records are retained and available under Section 8. If OMHAS terminates under Section 13.1, amounts already owing remain payable, and if the termination occurs during the initial term, regular monthly charges continue on the normal billing dates for the remainder of the initial term. If your organisation terminates under Section 13.2, OMHAS refunds any fees paid for the period after the termination date and no further fees are payable.

14. Changes to these Terms

During an initial term, OMHAS will not change these Terms or the price as they apply to your organisation, except where required by law or agreed with your organisation in writing. After the initial term, OMHAS may change the price or these Terms by giving at least 30 days' written notice to the email address on your account. If your organisation does not accept a change, it may cancel under Section 6 before the change takes effect. Continuing the subscription after the effective date of a change is acceptance of it. The current version of these Terms and its effective date are published on the OMHAS website.

15. Limitation of liability and general provisions

15.1 Availability. The Library Card is provided as available. OMHAS will use reasonable efforts to keep the Academy available but does not guarantee uninterrupted or error-free access. Except as stated in these Terms, OMHAS disclaims all implied warranties and conditions to the extent permitted by law. OMHAS may suspend access for maintenance, security or updates and will give notice where practical. OMHAS is not liable for any



failure or delay caused by events beyond its reasonable control, including failures of internet, hosting or payment providers.

15.2 Limitation of liability. To the maximum extent permitted by law, OMHAS is not liable for any indirect, incidental, special, consequential or punitive damages, or for any loss of profit, revenue, business, data or goodwill, arising from or related to the Library Card or these Terms, even if advised of the possibility of such damages. OMHAS's total liability to your organisation and its Named Users for all claims arising from or related to the Library Card or these Terms, whether in contract, tort or otherwise, is limited to the subscription fees your organisation paid in the twelve months before the event giving rise to the claim. These limits do not apply to liability that cannot be limited by law or to OMHAS's fraud or wilful misconduct.

15.3 Responsibility for use. Your organisation is responsible for the use of the Library Card by its administrators and Named Users and for the accuracy of the information it provides. Your organisation will indemnify OMHAS against third-party claims arising from a breach of Section 11 by your organisation or its Named Users, or from false information provided under Section 7 or Section 10.

15.4 Entire agreement. These Terms, your checkout confirmation and the OMHAS Privacy Policy are the entire agreement between your organisation and OMHAS regarding the Library Card and replace any earlier discussion or agreement on that subject. If these Terms conflict with the general terms of use of the OMHAS website, these Terms govern for the Library Card. If these Terms and the Privacy Policy differ on the retention of training records, Section 8 governs.

15.5 Severability and waiver. If any provision of these Terms is found unenforceable, the remaining provisions continue in effect and the unenforceable provision is enforced to the greatest extent permitted. OMHAS's failure to enforce a provision is not a waiver of it.

15.6 Assignment. Your organisation may not assign the subscription or these Terms without OMHAS's written consent, which will not be unreasonably withheld. OMHAS may assign these Terms to an affiliate or to a successor or purchaser of its business.

15.7 Notices. Notices under these Terms are given in writing by email: to your organisation at the email address on your account, and to OMHAS at omhas@omhas.ca. A notice is treated as received on the next business day after it is sent. A business day is a day other than a Saturday, Sunday or statutory holiday in Ontario.

15.8 Relationship. OMHAS and your organisation are independent contractors. OMHAS is not the employer of any Named User. Named Users are not parties to these Terms; a Named User's rights regarding their own training records are set out in Section 8 and the OMHAS Privacy Policy. No other person has rights under these Terms.

15.9 Electronic agreement. These Terms are accepted electronically and are binding as if signed in writing. A printed copy of these Terms and of any electronic notice is admissible in any proceeding to the same extent as an original paper document.

15.10 Survival. Sections 4 (as to amounts owing), 8, 9, 11, 12, 13.3, 15 and 16 survive the end of the subscription.

15.11 Statutory rights. Nothing in these Terms excludes, restricts or waives any right, remedy or liability that applicable law does not permit to be excluded, restricted or waived.

15.12 Authorized representatives. OMHAS may rely on notices, requests and instructions from the person who completed checkout and from any administrator your organisation has designated in the dashboard, until your organisation replaces them by written notice to omhas@omhas.ca.

16. Governing law and disputes

These Terms are governed by the laws of the Province of Ontario and the federal laws of Canada that apply in Ontario. Before starting any legal proceeding, the parties will try in good faith to resolve the dispute by direct discussion for 30 days after one party gives the other written notice of it. Subject to that, the courts of Ontario have exclusive jurisdiction over any dispute arising from or related to these Terms or the Library Card, and each party submits to that jurisdiction. Nothing in this Section prevents either party from seeking urgent injunctive relief in any court to protect its intellectual property.

17. Contact

OMHAS Solutions Inc.

10-317 Southdale Road West

London, Ontario N6J 4Y7

Email: omhas@omhas.ca

Telephone: (226) 781-7154

GST/HST: 758863823RT0001

Website: www.omhas.ca

Checkout Acknowledgment

I confirm that I am authorized to enter into this agreement on behalf of the subscribing organisation and that the purchase is for business purposes. I have read and agree to the OMHAS Academy Library Card Terms and Conditions, including the initial 18-month term that cannot be cancelled for convenience, recurring monthly charges billed in advance, pricing that includes the 7% administration fee with taxes additional, continuation month to month after the initial term, and the rule that the number of Named Users does not go down once any Named User has completed a course.