

1) GENERAL

1.1 These Terms and Conditions of Use, together with our Privacy Policy, (together referred to as the “Conditions”) relate to the www.fairlystaffing.com website (the “Site”), any software we provide (including the Site and any mobile applications we provide, together referred to as the “Application”) and related services provided by the Application (referred to as the “Services”) provided by Fairly Staffing Incorporated (hereinafter referred to as “Fairly Staffing” and “FSI”. Use of pronouns such as “we”, “us”, and “our” refers to Fairly Staffing). The Application and Services provide Users with tools to allow Employers and Contractors to offer and find employment opportunities and arrange for temporary or permanent employment using a self-service platform.

1.2 Fairly Staffing is a company registered in Canada with corporation number 1096740-8. You can contact us via phone (888)905-3835 or via email at support@fairlystaffing.com

1.3 These Conditions set out the ways that you may make use of the Application and Services and they form the basis of a binding contract between you and us (the “Contract”). You are granted a limited, gratuitous, revocable, non-transferrable, non-exclusive license to view, access, and use the Application and Services subject to your unconditional acceptance of and compliance with these Conditions. By accessing and/or using the Application and Services you are agreeing to and accepting these Conditions. If you do not agree to the Conditions, do not access or use the Application.

1.4 We collect Personal Information for the purposes of administering the Application and Services, and facilitating transactions. Your Personal Information will not be used for marketing activities without your opt-in consent and you shall have the option to opt out of receiving such communications from us at any time. Please also note that we will have access to communications between Customers for the purposes of monitoring use of the Application and Services, preventing fraudulent activity or activity not permitted by these Conditions, and providing dispute resolution services. We will only access these communications where it is strictly necessary or we have a legitimate interest to do so. For more information, please see our Privacy Policy.

1.5 We reserve the right to modify these Conditions at any time without prior notice by posting such modifications on the Site. Your continued access or use of the Application and/or Services after such modifications have been posted indicates your acceptance of an agreement to be bound by these Conditions as modified. You acknowledge and agree that it is your responsibility to review the most up-to-date version of the Conditions, and by accessing and/or using the Application and/or Services you are agreeing to and accepting the newest Conditions.

1.6 The Application and Services, and any related information are provided to you on an “As Is” basis. We exclusively reserve the right to modify or discontinue provision of the Application and Services, and to modify or delete any information you provide to the Application, either temporarily or permanently. We shall have no responsibility or liability for the timeliness, deletion, failure to store, inaccuracy, or improper delivery of any information at any stage.

1.7 The Application and Services are for the use of persons aged 18 or over who are able to agree to a legally binding contract. You must be at least the age of majority to use the Application and/or the Services.

2) DEFINITIONS

2.1 The definitions in this clause apply to these Conditions.

“Applicable Laws” means all regional, national, and international laws, regulations and standards applying to the person or circumstances in question, including standards imposed by or notices issued by any governmental or regulatory authorities and all generally applicable industry standards, including those attributable to self-regulation.

“Contractors” means Customers who are using the Services to search for temporary employment opportunities.

“Content” means all information, data, text, logos, marks, designs, graphics, pictures, sound files, other files, and their selection and arrangement.

“Customer” means registered users of the Application and/or Services.

“Data Protection Legislation” means all applicable statutes, regulations, rules, and guidance from the Government of Canada such as the Canadian *Personal Information Protection and Electronic Documents Act* and its corresponding regulations.

“Employers” means Customers who are businesses, individuals, or other entities looking for temporary contract support from Contractors.

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trade marks, business names, and domain names, rights in trade dress, goodwill, and the right to sue for passing-off, rights in designs, know-how, database rights, rights to use (and protect the confidentiality of) confidential information, priority rights, any applications for the above, any rights to apply for and be granted the above, any right to renew and apply for extensions for the above, and all other intellectual property rights, whether registered or unregistered, and all similar or equivalent rights or protection which subsist now or in the future in any part of the world.

“Linked Sites” means links on the Site that lead to other websites maintained by independent parties over which Fairly Staffing has no control. This includes social networking sites whose content is partially or entirely contributed to by the Site. The contents of each Linked Site should be used in compliance with the terms of use stated therein.

“Permitted Recipients” means Fairly Staffing and Employers, along with their employees, and any third parties engaged by Fairly Staffing or the Employer to perform obligations in connection with these Conditions.

“Personal Information” has the meaning given to it in the Data Protection Legislation.

“Site” means the www.fairlystaffing.com website and the Services it offers.

“User Content” means all Content provided by Users to the Application.

“Users” means any person who accesses and uses the Application and/or Services, including both Customers and non-registered individuals using the Application and/or Services.

“Writing” or “Written” in these Conditions includes e-mails.

“Virus” means any software or hardware which may be used to cause a deleterious effect on the operation of any computer.

3) CREATION OF CONTRACT

3.1 By accessing or using the Application and/or Services you agree to be legally bound by these Conditions and all terms, policies, and guidelines incorporated by reference in these Conditions. These Conditions shall form the entirety of the Contract between us with respect to your use of the Site to the exclusion of any other terms you wish to incorporate or imply by trade, custom, practice, or course of dealing. If you do not agree with these Conditions in their entirety, you may decline to be bound by these Conditions by not using the Application or the Services.

4) ABOUT THE SITE

4.1 Access to the Application and Services is permitted on a temporary basis. You accept that we may withdraw or amend the Application or Services, including access to them, without notice to you. If we amend the Application or Services, any amendment will be subject to these Conditions. We will not be liable to you for any reason if the Application and/or Services are unavailable or inaccessible to you at any time or for any period.

4.2 In order to use the Application or Services, you may be required to register a user account and log in, and have a valid payment method(s) associated with your user account. By registering, you explicitly agree to these Conditions, including any amendments made from time to time.

4.3 Users Responsible for Account Security – You acknowledge that you may be required to set a password for your user account. Any password or other security information must be treated by you as confidential. You must not disclose such information to any third party. You are responsible for all consequences arising from the use or misuse of your user account. In particular, you acknowledge and agree that instructions and actions transmitted on the Application using your user account will be deemed to have originated from you. You will be responsible for any electronic communications and content sent from your computer or other device using your user account and log-in details, whether or not actually performed by you. You agree to immediately notify us of any unauthorized use or your user account, user name, or

password. We reserve the right to refuse or disable any password or other security information for any reason.

4.4 Our right to refuse registration – We reserve the right to accept or decline a User’s account registration requests based on information provided in the User’s account application, or based on the findings of Fairly Staffing, including its employees or representatives, following a completed application.

4.5 Registration of user account – Failure to supply information required for user account registration, or providing inaccurate information, may result in a delay in the processing of your registration application for which we shall not be held responsible or liable. We may request additional documentation to supplement an application if deemed necessary at our sole discretion.

4.6 User names – Any user name chosen by you shall not be misrepresentative, vulgar, offensive, defamatory, contain any profanity, promote illegal activity, violate any Intellectual Property Rights of any third party, or misleadingly impersonate someone.

4.7 Provision of Personal Information – To provide access to features of the Application and to the Services, we will require you to provide Personal Information including your real name, your home, delivery and billing addresses (if different), bank or credit card or direct debit details, telephone number, and an e-mail address which you access regularly.

4.8 Handling of Personal Information – Any Personal Information and other information provided by you will be handled by us in accordance with these Conditions and our Privacy Policy.

4.9 Information of Employers – When registering as an Employer, you may be required to provide information about your business such as the business name, your registered office address, the legal entity of the business, your GST number, website domain, your mobile and/or landline phone number, and your e-mail address.

4.10 You agree to provide truthful and accurate information when requested. If your information changes, you must correct or update it as soon as practicable.

4.11 We reserve the right to reject, suspend, or remove any user account of any Customer at any time, without refund, and at our sole discretion.

4.12 You acknowledge that information transmitted via the internet can never be completely secure. We make our best commercial efforts to secure the information transferred to and from the Application, but cannot guarantee that any communication by electronic means will be fully secure, or will reach its intended destination on time or at all. When you use the Application and Services, you accept these risks and the responsibility for choosing to use a technology that does not provide perfect security or reliability.

4.13 We, or a third party appointed by us, may be required to carry out maintenance on the Application from time to time. While we will make reasonable commercial efforts to notify Users of any upcoming maintenance where possible, we may carry out emergency maintenance on the Application without notice to you. We shall not be liable for any loss or damage including, but not limited to, loss of earnings or business, suffered as a result of any maintenance or work on the Application.

4.14 We reserve the right, at our sole discretion, to limit or otherwise restrict access to the Application or Services for any reason whatsoever.

4.15 Linked Sites – There may be links on the Application to Linked Sites. We make no representations, guarantees, conditions, or warranties as to the accuracy or any other aspect of the information contained on such Linked Sites, including the goods or services sold or made available therein. We disclaim all liability and responsibility for the content of Linked Sites. Furthermore, any link to a Linked Site should not be construed as a suggestion, recommendation, or encouragement by us of that Linked Site, or as an endorsement of the products, services, or company described therein. Furthermore, any such link should not be construed as meaning that a special relationship, such as a business partnership, exists between Fairly Staffing and the party running the Linked Site. Nothing in these Conditions grants you any rights or authorizations with respect to any Linked Sites. Any Personal Information about you or any other individual collected, used, or disclosed by or in connection with the Linked Sites will be subject to the privacy policies of the owners or operators of such Linked Sites, and not these Conditions.

4.16 “As is” basis – The Application and Services, and content, information, materials, and products (including software) related thereto are provided on 'as is' and 'as available' basis. We make no warranties, expressed or implied as to the operation of Site and Services, content, information, materials and products (including software) related thereto. We do not represent or warrant that the Application, Services, or Content are accurate, complete, reliable, current, error-free, or virus-free. As such, we shall not be held liable for damages as a result of using the Application and Services. You expressly agree that your use of the Application and Services is at your own risk.

5) GENERAL INFORMATION FOR EMPLOYERS AND CONTRACTORS

5.1 Fairly Staffing is not an employment or placement agency, as it does not secure individuals for employment, secure employment for individuals, evaluate or test individuals for skills or knowledge required for employment, or arrange for such evaluation and testing. The Application and Services are provided as tools that allow Employers and Contractors to offer and find employment opportunities and arrange for temporary or permanent employment using a self-service platform.

5.2 Agreement between Employers and Contractors – When entering into a temporary employment agreement, the Employer and the Contractor shall enter into their own contract. We shall not be a party to any temporary employment contract arising through use of the Application or Services. Nothing in these Conditions affects any Contractor’s rights against an Employer or *vice versa*. The responsibility for compliance with, and enforcement of, any rights under the

contract of employment between Employers and Contractors shall be between those parties alone, and shall not be the responsibility of Fairly Staffing.

5.3 Contractors acting as independent contractors – All Contractors are considered independent contractors to the Employer. They are in no way to be considered or construed as employees of Fairly Staffing. Payments to Contractors are made directly to them by the Employer and Fairly as independent contractors. Further, Fairly Staffing makes no warranties or guarantees as to the certification, license status, and/or membership status in any professional body of any Contractors, if applicable. We make reasonable efforts to verify the validity of a Contractor's certifications and qualifications, if such certifications and qualifications are required, but the ultimate responsibility of verifying credentials, license status, and professional membership status of a Contractor falls solely and exclusively with the booking Employer. The Contractor's professional registration/license number, if applicable, is generally included in the booking details for verification by the Employer, but if it is not, it is up to the Employer to request that information and verify the license status of the booked Contractor. We do not conduct criminal record checks on Contractors. If an Employer wishes to conduct a criminal record check on a Contractor, the Employer may request the Contractor to obtain one at their own expense. Similarly, as a Contractor, it is your responsibility to familiarize yourself and follow the workplace policies and safety protocols of your Employer. You are responsible for your own actions when at the Employer's premises and for following the Employer's policies and protocols. If you are uncomfortable with any of the policies or protocols of the Employer, it is your right and responsibility to refuse to work there. You shall defend, indemnify and hold harmless Fairly Staffing and its associates, subsidiaries, representatives, and assigns from any loss, damages, liabilities, costs, expenses, claims, injury and proceedings arising out of your use of the Application, the Content, and the Services and from the use of the Application, the Content, and the Services by any person to whom you give access to your account, including any claims made by any person that any of your User Content infringes the rights, including the intellectual property rights, of any third party or causes injury to any other person. You understand that you are self-employed and are responsible for your own taxes, deductions, CP, EI, and are not entitled to any employee benefits such as vacation pay, maternity leave, sick pay, statutory holidays, overtime pay, and health care benefits.

5.4 You may not use the Application or Services for any activity that is unlawful in Canada or the country in which you are domiciled or using the Application and/or Services (if different).

5.5 You must not do or omit to do anything that causes the Application or Services to be interrupted, damaged, or impaired.

5.6 You must not do anything that imposes or may impose, in our opinion, an unreasonable or disproportionately large load on our infrastructure or that amounts to a denial of service attack.

5.7 You must not link to the Application in any way that may damage Fairly Staffing's reputation or suggest association, approval, or endorsement by us unless we give you express written consent.

5.8 You must also:

(a) ensure that any computer hardware and/or software used by you is properly equipped with protection against Viruses;

(b) ensure that any communication with or data transmitted to us does not contain or transmit any Viruses, and

(c) ensure that any communication or data transmitted to the Application is not, in our sole opinion:

(i) unlawful, false, misleading, deceptive, harmful, threatening, defamatory, libelous, obscene, infringing, harassing, or racially or ethnically offensive; or

(ii) facilitating any illegal activity.

5.9 No guarantee of Employer conditions – We do not give any representation, guarantee, or warranty regarding the workplace environment, policies, practices, or credentials of any Employers.

5.10 No guarantee of Contractor performance – We do not give any representations, guarantee, or warranty regarding the skills, credentials, or workplace performance of any Contractor.

5.11 Email communications – We may send you e-mails, push notifications, or other communications in the provision of the Services, or to invite feedback.

5.12 Reviews – You may upload a review to the Application in respect of a particular Employer or Contractor. Any material that is uploaded to the Application must not be:

(a) deceptive or misleading;

(b) unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, or racially or ethnically offensive;

(c) infringe any Intellectual Property Rights of any person;

(d) used to promote or facilitate illegal activity;

(e) used to impersonate any person or misrepresent your identity; or

(f) in our sole opinion, undermining of the ratings system.

5.13 Removal of material – We reserve the right to remove any material from the Application that has been uploaded by a User, for any reason whatsoever.

5.14 Transaction platforms – We may use electronic web-based transaction platforms to accept, conclude, manage, and fulfill transactions, such as for fees. The Application utilizes payment

processors such as **Paypal and Stripe** to fulfill online transactions. Fairly Staffing is not responsible for the fees charged by payment processors and shall not be held responsible should a payment processor wish to increase their fees.

5.15 Code of Conduct – It is our goal that Employers and Contractors consistently experience successful and enjoyable matches. As such, Employers and Contractors are expected to honour their commitments with consideration for the impact that confirmed arrangements have on the other party. Active registration and participation by all Users on the Application is at the sole discretion of our administration. Habitual short-notice cancellations (or no-shows) of confirmed jobs by either party are handled severely and may result in termination and banning from the Application and Services. Similarly, consistent negative feedback and low ratings may also result in removal from the Application and Services.

6) SAFETY

6.1 Compliance with workplace safety legislation – As an Employer, you agree to comply with all Applicable Laws. In particular, you agree to comply with all relevant workplace safety legislation and provide all required safety equipment and workplace safety training to all Contractors. For example, if you are a dental office, you are required to provide personnel dosimeters and “Visitor” dosimetry badges to all Contractors working with x-rays and submit them to National Dosimetry Services for reading.

6.2 Non-compliance with workplace safety legislation – We reserve the right to suspend, terminate, or place limitations on the user accounts of any Employer that fails to comply with the Applicable Laws. If we deem, at our sole discretion, that an Employer has committed a workplace safety violation or otherwise acted contrary to the Applicable Laws, we shall terminate the user account of that Employer.

7) FEES

7.1 Our fees – At present, we do not charge any fees to Contractors for the use of the Services. The only fees we charge to Users for the Services are charged to Employers. Fees and any other charges for the use of the Application and Services are described in the Application. All Fees are due within 14 days of invoicing. You are responsible for all taxes applicable to the fees and charges in any applicable jurisdiction.

7.2 Placement Fee – A placement fee may be charged for any successful placement of a Contractor with an Employer.

7.3 Cancellation Fee – A cancellation fee may be charged for any cancellations within 48 hours’ notice at our sole discretion.

7.4 Hiring Fee – A hiring fee may be charged to the Employer if the Employer hires a Contractor that is registered with Fairly Staffing.

7.5 Obligation to pay fees survives termination – Your obligation to pay fees due to us survives any termination of your account or these Terms.

7.6 Placement outside of Application – As an Employer, you may not contact Fairly Staffing Contractors directly. Please note that if Fairly Staffing introduces you to a Contractor that is registered on the Application, standard daily placement fees apply for all future placements, whether made in the Application or through direct contact (phone, e-mail, text, etc.). We operate on the honour system with regard to placements outside of the Application. The placement fees charged to Employers for the Service apply to any temporary placement of any Contractor registered with us to whom the Employer was introduced through the Application, whether that placement is arranged through the Application or not, and for any such placement even if it occurs after the termination of the Employer’s account or these Conditions. If you are an Employer and you arrange for any such temporary placement outside of the Application, you hereby authorize us to charge the applicable placement fee to your usual method of payment. As an Employer, please report all placements to us so we can invoice accordingly. As a Contractor, please ensure that any placements arranged outside of the Application are reported. This allows us to invoice the Employer for the placement, and allows you to maintain your invoicing records accurately for tax purposes and your membership in good standing. Both the Contractor and the Employer are required to promptly notify us of any such placement arranged through means other than the Application, and failure to do so may result in termination of your account (for clarity, the obligation to pay the applicable fee survives any such termination).

7.7 Changes in fees – Our fees may change from time to time. If we change them, we will give you at least 30 days’ notice. If they do change, your continued use of the Application and Services after the change indicates your agreement with the new fees and charges after the effective date of the change. Any change to fees and other charges will not be applicable to the billing period in which the change occurs, and will not be applicable to any placement service we provide before the date of the change.

7.8 Provision of payment methods – To enable us to process payments, you must provide valid, up-to-date credit card or direct debit details. By providing these details, you authorize us to bill your credit card or direct debit account whenever fees become due.

7.9 Penalty for non-payment – If you fail to make any payment when due, we will be entitled to suspend or limit your access to the Application and Services. If you fail to make any payment within 14 days of its due date, we shall be entitled to delete your user account and any profile on the Application, together with any other actions or remedies set out in these Conditions.

7.10 Fees non-refundable – All amounts and fees referred to in this section shall be non-refundable and payable in Canadian dollars (CAD).

7.11 Your Right to Cancel your Account – You may terminate your user account at any time by giving us written notice or using the means provided through the Application. Any amount due for the balance of the billing period in which you cancel your account will still be owing (if your billing period is monthly, we will prorate your account balance to the last day of the billing period after cancellation).

8) DISPUTES

8.1 If you have any complaints and/or questions regarding a position or placement with an Employer or Contractor, we encourage you to contact the other party using the information provided on the Employer or Contractor page of the relevant party to resolve the matter.

8.3 Employers and Contractors will use all reasonable good faith endeavours to resolve the complaint.

8.4 If the complaint has not been resolved within 14 business days of the parties contacting each other, we may, but are not obligated to, contact the parties directly to determine whether they have acted in accordance with these Conditions and the Applicable Laws.

8.5 We may review the complaint within a reasonable timeframe and may request further information from the parties. You must respond to any request for further information within 5 business days.

8.6 Following any review of a complaint in accordance with the procedure set out in this clause, we may determine whether or not one or both of the parties have breached these Conditions and/or Applicable Laws, and may:

(a) dismiss the complaint; or

(b) request the liable party to compensate the other party. In the event that the liable party fails to comply, we shall be entitled to suspend the liable party's access to the Application and Services, without refund or liability, and/or disable their account and password.

9) INTELLECTUAL PROPERTY RIGHTS

9.1 Ownership of Content – Subject to this section, all Intellectual Property Rights in, or arising out of, or in connection with Content other than User Content shall be owned by Fairly Staffing.

9.2 Ownership of Trademarks etc. – All Trademarks, registered trademarks, product names, company names, or logos mentioned in the Application and Services are the property of their respective owners. Reference to any products, services, processes, supplier, manufacturer, or other product, service, or entity by trade name, trademark, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by Fairly Staffing.

9.3 Your License of Your User Content to Fairly Staffing – We may need to use User Content owned by you in order to operate the Application and provide the Services. As such, by submitting or distributing User Content to or through the Application and/or Services, you hereby grant to us a limited, worldwide, non-exclusive, ongoing, irrevocable, royalty-free licence to use, display, perform, reproduce, distribute, publish, modify, adapt, translate, create derivative works from, and sublicense such User Content for the purpose of operating the Application and providing the Services, and you warrant that:

(a) you are the legal beneficial owner of, or have the right to use and license, the Intellectual Property Rights in and relating to the User Content provided by you; and

(b) the publishing of User Content submitted by, or on behalf of, you on the Application and through the Services, and consequent use of the Intellectual Property Rights as granted by this clause by us, will not infringe any Intellectual Property Rights of any third party.

9.4 Our Limited License of Content to You – Fairly Staffing grants to you a limited, revocable, non-exclusive, non-sublicensable license to access the Application and Services and to view, copy, and print the portions of the Content made ordinarily available to you through the Application and Services, subject to these Conditions and the specific conditions below:

(a) you may only view, copy, and print such portions of the Content for your own use;

(b) you may not modify or otherwise make derivative works of the Content, or reproduce, distribute, or display the Content (except for page caching) except as expressly permitted in these Conditions;

(c) you may not remove or modify any copyright, trademark, or other proprietary notices that have been placed in the Content;

(d) you may not use any data mining, robots or similar data gathering or extraction methods; and

(e) you may not use the Application, Services, or Content other than for their intended purpose.

Except as expressly permitted above, any use of any portion of the Content without the prior written permission of its owner is strictly prohibited and will terminate the license granted in this Section, our agreement with you under these Conditions, and your user account with us. Any such unauthorized use may also violate Applicable Laws.

Unless explicitly stated herein, nothing in these Conditions may be construed as conferring any license to Intellectual Property Rights, whether by estoppel, implication or otherwise. The license in this section is revocable by Fairly Staffing at any time. You represent and warrant that your use of the Application, Services, and Content will be consistent with this license and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties, or violate any applicable law. To request permission for uses of Content not included in this license, you may contact Fairly Staffing at the address set out at the beginning of these Conditions.

9.5 Indemnity – You agree to indemnify and hold Fairly Staffing harmless against any and all damages, liabilities, costs, expenses, and/or losses arising out of, or relating to, the breach of any clause under this section in respect of any claim or action arising out of the normal operation,

possession, or use of those Intellectual Property Rights by Fairly Staffing that infringes a third party's rights. You will be liable for the consequences arising from any User Content that you upload to the Application. We shall not be liable for any loss or damage that may arise from or in connection with any such material. You agree to indemnify us for all claims brought by third parties against Fairly Staffing arising out of or in connection with any User Content that is uploaded by you or on your behalf that infringes on another party's Intellectual Property Rights.

10) TERMINATION

10.1 Your Right to Cancel your Account – You may terminate your user account at any time by giving us written notice or using the means provided through the Application. Any amount due for the balance of the billing period in which you cancel your account will still be owing (if your billing period is monthly, we will prorate your account balance to the last day of the billing period after cancellation).

10.2 Our Right to Suspend/Cancel your Account – We reserve the right to suspend or terminate our contract with you under these Conditions and your user account immediately and without notice if, in our sole opinion, you are in breach of these Conditions. Without affecting any other right or remedy available to us, we may suspend your access to the Application and/or Services, disable your account, and/or terminate this contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of these Conditions and, if such a breach is remediable, fail to remedy that breach within 14 days of receipt of notice in writing to do so;
- (b) you repeatedly breach any of these Conditions in such a manner as to reasonably justify the opinion, at our sole discretion, that your conduct is inconsistent with you having the intention or ability to give effect to these Conditions;
- (c) you fail to pay any amounts due to us by the deadline;
- (d) you are the subject of a high number of complaints from other Users;
- (e) you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or are deemed unable to pay your debts;
- (f) you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enters into any compromise or arrangement with your creditors;
- (g) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of you (being a company);

- (h) you are the subject of a bankruptcy order;
- (i) a creditor or encumbrancer of a User attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (j) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the User;
- (k) a floating charge holder over the assets of the User has become entitled to appoint or has appointed an administrative receiver;
- (l) a person becomes entitled to appoint a receiver over the assets of the User or a receiver is appointed over the assets of such;
- (m) any event occurs, or proceeding is taken, with respect to the User in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this section;
- (n) the User suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or
- (o) the User dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs.

11) EFFECT OF EARLY TERMINATION

11.1 Any provision of these Conditions that is intended to come into or continue in force on or after termination or expiry of the contract, whether such intention is express or implied, shall remain in full force and effect.

11.2 Termination of the contract shall not affect any rights, remedies, obligations, or liabilities that Fairly Staffing has acquired up to the date of termination, including the right to receive payment for any amounts due to us or claim damages in respect of any breach which existed at or before the date of termination.

12) INDEMNIFICATION BY YOU

12.1 You agree to indemnify and hold harmless Fairly Staffing and Fairly Staffing's subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders, from any and all claims or demands, liabilities, damages, demands, losses, or expenses, including reasonable legal fees, that may be suffered or incurred by Fairly Staffing, or made by any third party, due to or arising out of:

- (a) your conduct or connection with the Application and/or Services;
- (b) your provision of User Content to the Application;
- (c) your violation of these Conditions;
- (d) any claim against Fairly Staffing arising out of, or in connection with, your failure to comply with any Applicable Laws; or
- (e) any other violation of the rights of another person or party arising wholly or partially from your conduct.

12.2 The provisions of this section shall survive termination of the Contract.

13) LIMITATION OF OUR LIABILITY FOR LOSS AND DAMAGE SUFFERED BY YOU

13.1 Subject to this section, in no event shall Fairly Staffing be liable to you for any indirect, consequential, incidental, special, compensatory, aggravated, exemplary, or punitive damages; damages for economic loss, loss of income, loss of business profits, business interruption, loss of data or business information, loss of or damage to property, or failure to realize expected revenues, savings or other results of any kind; claims of third parties; or, other pecuniary loss, arising out of or related to these Conditions, the Privacy Policy, the Site, or any Linked Site. Nonetheless, in no event will the cumulative liability of Fairly Staffing arising out of or related to these Terms of Use exceed the lesser of ten dollars (\$10) CAD or the total fees paid to us by you in the previous three months. As an Employer, you understand that Contractors will be coming onto your premises, using your equipment, and interacting with your clients/customers/patients and that any liability arising from damage done to your equipment or injury to your clients/customers/patients shall be between yourself and the Contractor.

13.2 Liability Insurance – Employers and Contractors are responsible for obtaining their own liability insurance.

14) OUR HANDLING OF YOUR PERSONAL INFORMATION

14.1 We will use the Personal Information that you provide us:

- (a) to provide the Services to you;
- (b) to process payment in accordance with these Conditions;
- (c) to enable an Employer to contact you as permitted under these Conditions; or
- (d) as may be otherwise agreed by you.

14.2 We will only give your Personal Information to third parties other than the Seller/Third Party Advertiser where the Applicable Law either requires or allows us to do so.

14.3 Preferences and Saved Data – To provide a tailored and relevant experience for our Users, you may be asked to provide, from time to time, your language preferences, currency preferences, categories of interest and information regarding your geographical location. For example, such information may be used in order to display to an Employer search results for Contractors located close to their geographical location, or to display information regarding commute routes and times to an Employer. We may also store these preferences in order to provide the best user experience to Users. Any Personal Information collected from Users will be handled in accordance with Data Protection Legislation.

14.4 Sharing of Data with Employers – As a Contractor, you acknowledge and agree that we may pass your personal details and data to Employers to enable them to contact you to establish an employment relationship under these Conditions. We are not responsible for the content of any communication that you receive from Employers.

14.5 We will not be liable to you if an Employer handles or otherwise deals with your Personal Information in any way that is in breach of Data Protection Legislation or otherwise unlawful.

14.6 For further information as to how handle your Personal Information and your rights with respect to your Personal Information, please see our Privacy Policy.

15) EDITORIAL CONTENT

15.1 Inaccuracies – We aim to ensure all written content published by Fairly Staffing on the Application is truthful, accurate, and error free. We take inaccuracies seriously. Fairly Staffing does not aim to mislead or misinform its Users. Upon discovery by Fairly Staffing that content on the Application does not represent the truth, edits shall be made within a reasonable timeframe after discovery if deemed required at our sole opinion and discretion.

15.2 Opinions – It should be noted that User Content uploaded by any User or contributor to any part of the Application is the opinion of that User only and does not necessarily represent the opinions of Fairly Staffing.

16) MISCELLANEOUS

16.1 Assignment of this Contract – You may not assign, transfer, mortgage, charge, declare a trust over, or deal in any other manner with any or all of your rights and obligations under the Contract without our prior written consent, such consent not to be unreasonably withheld. We may assign, transfer, mortgage, charge, declare a trust over, or deal with this Contract or any part of it to or with any person.

16.2 No partnership or agency – Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the

agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.

16.3 Entire agreement – These Conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.4 Rights of third parties – No one other than you and us shall have any right to enforce these Conditions.

16.5 Waiver – If we do not insist immediately that you do anything you are required to do under these Conditions, or if we delay in taking steps against you in respect of your breaching these Conditions, that does not constitute a waiver of our rights or your obligations under these Conditions and will not prevent us taking steps against you at a later date.

16.6 Events outside our control – If the provision of the Services and/or the Application is delayed by an event outside our control, then we will contact you to let you know, where possible. In any event, we will not be liable for delays, damages or losses caused by such an event.

16.7 Severance – If, in any jurisdiction, any part of these Conditions is held to be unenforceable by a court of competent jurisdiction, such part of these Conditions shall be modified, restricted, or eliminated to the minimum extent necessary and the remaining Conditions shall otherwise remain in full force and effect.

16.8 Applicable laws and jurisdiction – The laws of the Province of Alberta and any applicable federal laws of Canada shall govern your use of Site and the interpretation of these Conditions. The courts of the Province of Alberta, without regard to their conflicts of law's provisions, shall have exclusive jurisdiction over any dispute arising out of your use of the Site. Regardless of your physical location, residence, or domicile, you undertake and agree to commence no action nor make any claim of any kind in any jurisdiction other than the courts of the Province of Alberta.

17) PAYMENTS:

17.1 Payments from Dental Offices – Payment terms have been updated as of (April 30, 2020). After a shift is successfully complete through Fairly – Stripe integration will deduct only the placement fee automatically after the shift has been completed. Dental Offices have 24 hours to confirm the timings of the shift with the Temp. A payment must be made within 14 days via cheque or email transfer to the temp. Information for following up with payments regarding temp information is on the invoices. Failure to make a payment within 14 days may result in a late fee of \$35.

17.2 Payments to Fairly Temps – Payment terms have been updated as of (April 30, 2020). Fairly Temps will be paid via email transfer or cheque directly from the dental office and NOT Fairly. Fairly will investigate if a payment has not been made within 14 days.

18) INDEMNITY AGREEMENT: A. <<Subcontractor>> has agreed to indemnify <<Agency>> in accordance with the terms and conditions of this Indemnity Agreement.

NOW THEREFORE for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties hereto agree as follows:

1. The Indemnifier covenants and agrees to save harmless and indemnify the Indemnitee and any of their heirs, executors, agents, assigns and personal representatives and each of them from and against any and all liabilities, damages, losses, causes of action, costs and expenses whatsoever, including all costs on a solicitor and his own client basis, which may be claimed, resulting from or arising out of, any negligence or misconduct on the Subcontractor's part, or from any breach or default of which is caused or occasioned by the acts of the Subcontractor.
2. The Subcontractor is not an agent or employee of the Agency and as such shall not have the right of power to enter into any contracts, agreements, or any other commitments on behalf of the Agency.
3. The Subcontractor agrees that as an independent contractor, he/she understands that he/she is self employed and is responsible for deductions such as taxes, CPP, EI and is not entitled to any benefits as an employee such as vacation pay, maternity leave, sick pay, stat holidays, overtime pay, severance pay and health care benefits.
4. The Subcontractor shall not discuss Dental Office information or information about the Agency to anyone. The Subcontractor agrees not to contact any dental office outside of Agency for temporary contract work while the Subcontractor is registered with the Agency. The Dental Office will pay the Subcontractor, not the Agency.

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This Indemnity shall be binding and ensure to the benefit of the heirs, executors, agents and personal representatives of the Indemnifier and the Indemnitee, respectively, and shall survive indefinitely notwithstanding the termination of the contractual arrangements between the Indemnifier and the Indemnitee.

The parties hereto have executed this Indemnity Agreement at the City of Edmonton, in the Province of Alberta, on the day of signing up as a Fairly temp.