

By clicking the “I Agree” button you represent and warrant that: (a) you have read, understood and agree to be bound by this Agreement; (b) you have not been previously suspended or removed from the Site; (c) if you are an individual, you are of legal age to form a binding contract, or if you are registering on behalf of an entity, that you are authorized to enter into, and bind the entity to, this Agreement; and (d) that your registration and your use of the Site is in compliance with any and all applicable laws and regulations.

Terms of Use

Welcome, and thank you for your interest in thenannypages.com (the “**Site**”).

The following is a legal contract between The Nanny Pages Inc. (“**us**”, “**our**” and “**we**”) as the operator and owner of the Site, and any person or other legal entity, (“**you**”, “**your**” or “**account holder**”) who wishes to use the Site, whether as the holder of an account on the Site (“**Member**”) or merely to browse the Site (visitors and users of the Site are referred to individually as “**User**” and collectively as “**Users**”). This agreement (“**Agreement**”) consists of these terms and conditions and any other terms incorporated in this Agreement by reference.

Please read this Agreement carefully. By visiting any area on the Site or creating an account you acknowledge that you have read, understood and agree to be bound by this Agreement. If you do not agree to be bound by this Agreement and to follow all applicable laws, you must leave the Site immediately.

1. Registration and Your Account

In order to use certain features of the Site, you must register for an account. You may be asked to provide a password in connection with your account. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account. You agree that the information you provide to us, whether on registration or at any other time, will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. If you have reason to believe that your account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of your account ID, password, or any credit, debit or charge card number, if applicable), then you agree to immediately notify us. You may be liable for the losses incurred by us or others due to any unauthorized use of your account.

2. Limitation of Our Services

We offer an online forum that among other things enables Job Seekers/Caregivers (individually “**Job Seeker**” and collectively, “**Job Seekers**”) to post profiles and interact with individuals/families seeking Job Seekers (individually, “**Family**” and collectively, the “**Families**”) for potential employment opportunities.

We do not do any of the following:

- (i) employ any Job Seekers nor are we an employment agency or a recruitment agency for any Job Seeker or Families;
- (ii) provide referral services;
- (iii) charge Job Seekers or Families a fee, a commission or other compensation based on a decision to, or not to, enter into an employment or independent contractor arrangement; or
- (iv) **except as described in these Terms and the Data Policy, we do not verify, review, evaluate, interview, screen, vet or perform background checks on Job Seekers or Families nor do we verify any content posted to the Site by a Job Seeker, Family or others.**

We are not a party to any agreement between a Job Seeker and a Family. Families are the potential employers of Job Seekers and are responsible for compliance with all applicable employment and other laws in connection with any employment relationship they establish (such as applicable employment standards legislation (including minimum wage laws), occupational health and safety legislation, and worker’s compensation insurance or benefit programs). We are not an employer of Job Seekers nor are we an employment agency or a recruitment agency for any Job Seeker or Family. Families may seek the services of a Job Seeker through the use of the Site or Services, and Job Seekers may post profiles and submit proposals to Families regarding their services. However, any agreement between a Family and a Job Seeker regarding the provision of services is solely between the Family and the Job Seeker; we are not a party to any such agreement. Any issues concerning the conduct of a Family or Job Seeker including, without limitation, the services received by the Family or payment due to the Job Seeker, must be resolved directly by the Family and the Job Seeker. We will not be held responsible and expressly disclaims any liability whatsoever for any claims, demands or damages direct or indirect of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such issues. By using this Site or our Services, you do hereby represent, understand, and expressly agree to indemnify and hold us harmless for any claim or controversy that may arise from any disputes between you and any other user(s) of the Site. We will use our reasonable efforts to monitor Job Seeker and Family profiles, comments, and general usage of the Site and suspend privileges to any Family or Job Seeker not adhering to the Policies. You agree to take reasonable precautions in all interactions with other users of the Site or the Services, particularly if you decide to meet offline or in person. In addition, you agree to visit our Site prior to using the Service. By using the Site or the Services, you do hereby agree to

report any alleged improprieties of any users therein to us immediately by notifying us of the same via electronic correspondence.

There are risks, including but not limited to risk of physical harm, when you deal with someone you connect with through our Site. You assume all risks associated with dealing with other persons with whom you come in contact through the Site.

We provide no assurance or representation (express or implied) regarding the quality, timing, or legality of the services actually delivered by Job Seekers or the integrity, responsibility or actions of Families or Job Seekers. We do not refer or recommend either Families or Job Seekers nor do we make any representations about the suitability, reliability, timeliness, and accuracy of the services provided by Job Seekers or the integrity, responsibility or actions of Families or Job Seekers whether in public, private or offline interactions.

Family and Job Seeker content is primarily user generated, and we do not control or vet user generated content for accuracy as a general matter. We do not assume any responsibility for the accuracy or reliability of any information provided by Job Seekers or Families on or off this Site.

PLEASE REVIEW THE DISCLAIMER OF LIABILITY, LIMITATION OF LIABILITY AND INDEMNITY PROVISIONS BELOW.

3. User Responsibilities

You are solely responsible for interviewing, performing reference checks on, verifying information provided by, and selecting an appropriate Family or Job Seeker.

Each Family is also responsible for complying with all applicable employment, non-discrimination and other laws in connection with any employment relationship they establish, including verifying the age of the Job Seeker they select is 18 years of age or older as well as the Job Seeker's eligibility to work in Canada.

4. Privacy Policy

Your privacy is important to us. Our privacy policy can be found at <http://thenannypages.com/privacy-policy.html> and is hereby incorporated into this Agreement by reference. Please read our privacy policy carefully for information relating to our collection, use, and disclosure of your personal information.

5. Updates and Modifications

- a. Additional Guidelines or Rules.** When using the Site, you will be subject to any additional posted guidelines or rules applicable to specific services and features which may be posted from time to time. All such Guidelines are hereby incorporated by reference into this Agreement.

- b. Modification of this Agreement.** We reserve the right, at our sole discretion, to change, modify, add, or remove portions of this Agreement at any time. Please check this Agreement periodically for changes. Your continued use of the Site after the posting of changes constitutes your binding acceptance of such changes. For any material changes to this Agreement, we will make a reasonable effort to provide notice to you of such amended terms, such as by an e-mail notification to the address associated with your account or by posting a notice on the Site, and such amended terms will be effective against you on the earlier of (i) your actual notice of such changes and (ii) thirty days after we make a reasonable attempt to provide you such notice. Disputes arising under this Agreement will be resolved in accordance with the version of this Agreement in place at the time the dispute arose.
- c. Updates to the Site.** You acknowledge and agree that we may update the Site with or without notifying you. Such updates shall be subject to the terms and conditions of this Agreement.

6. User Content

- a. Your Content.** You are solely responsible for any content, including but not limited to designs, text, graphics, pictures, video, information, applications, software, music, sound and other files (collectively, "**Content**"), that you contribute to the Site. By uploading, submitting, creating, or publishing Content to or through the Site, you affirm, represent, and warrant that: (1) you are the creator and owner of or have the necessary licenses, rights, consents, and permissions to use and to authorize us and our Users to use and distribute your Content as necessary to exercise the licenses granted by you in this section and in the manner contemplated by us and this Agreement; (2) your Content does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; (3) your Content does not contain any viruses, adware, spyware, worms, or other malicious code. Violators of these third-party rights may be subject to criminal and civil liability.
- b. Grant of License.** Except as provided herein, you retain all ownership rights in your Content. By contributing Content to the Site or creating it on the Site you automatically grant to us a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free, perpetual, irrevocable right and license to use, copy, distribute, publicly perform, publicly display, print, publish, sell, offer for sale, republish, excerpt (in whole or in part), reformat, translate, modify, revise and incorporate into other works that Content and any works derived from that Content, in any form of media or expression (now known or

hereafter developed), in the manner in which the Site from time to time permits Content to be used, and to license or permit others to do so. This license also grants us the right to sublicense that Content to other Users to permit their use of that Content in the manner in which the Site from time to time permits Content to be used.

- c. **Change of Use.** We may from time to time change the manner in which Content can be used on the Site, and if we do so any license you have granted to us under this section shall automatically be extended to new uses permitted by the Site, and any licenses previously granted to us for uses no longer permitted by the Site shall continue in accordance with this section. If you contribute Content to the Site, it is your responsibility to check the Site from time to time to review how we permit Content to be used.
- d. **Sharing Content.** We permit Users to share their Content with a select group of other Users, or make their Content public for all (even non-Members) to view. You acknowledge and agree that although we may provide certain features intended to allow you to restrict some Content you create from others, we do not guarantee that such Content will never be accessible by others. In the event of unauthorized access, we will use reasonable efforts to notify you. **WE HEREBY DISCLAIM ANY AND ALL LIABILITY WITH RESPECT TO ANY UNAUTHORIZED ACCESS TO ANY RESTRICTED CONTENT.** By sharing Content with other Users you automatically grant those Users an irrevocable and non-exclusive right and license to access that Content, add to that Content and to derive works from that Content in the manner in which the Site from time to time permits Content to be used, and to license or permit others to do so.
- e. **Exposure to Content.** You understand that when using the Site you will be exposed to Content from a variety of sources, and that we are not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is offensive, indecent or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us with respect thereto.
- f. **Our Responsibility for Content.** We are not responsible for and do not endorse Content that is posted on the Site, including without limitation any opinion, recommendation or advice expressed therein, and we expressly disclaim any and all liability in connection with such Content. We may, but have no obligation to, pre-screen, monitor, edit, or remove any Content or accounts containing Content that we determine in our sole discretion violates this Agreement.
- g. **Removal of Content.** You may delete any of your Content that you have not shared with other Users. You understand that such Content may persist in

backup copies for a reasonable period of time. You agree and understand that any of your Content that has been shared with other Users may remain with Users who have previously accessed your Content and will remain on the Site to the extent that such Content has been edited, revised, or added to by other Users. If you are a content owner or User with concerns regarding any Content displayed on the site or your trademarks, copyrights, or other intellectual property rights, please contact us at <http://www.thenannypages.com/contact.php>. If notified by a User or a content owner of Content that allegedly does not conform to this Agreement, including without limitation allegations of infringement of third-party intellectual property or proprietary rights, we may investigate the allegation and determine in our sole discretion whether to remove the Content, which we reserve the right to do at any time and without notice or liability to you. For clarity, we do not permit copyright, trademark, or other intellectual property infringing activities on the Site.

7. User Conduct

- a. **Personal Use.** The Site is only for your personal use. You may not use the Site for commercial purposes or in any way that is unlawful, or harms or violates our rights or the rights of any other person or entity.
- b. **Unacceptable Content.** You may not use the Site to upload, transmit or link to Content or other material that we believe, in our sole discretion:
 - i. is abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive, encourages conduct that would violate or violates any law, harassing, hateful, racially or ethnically offensive, or otherwise inappropriate;
 - ii. comprises material that is copyrighted or protected by trade secret or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless express written permission of the owner is obtained to use the material and to grant all of the license rights granted herein;
 - iii. is commercial, business-related or advertises or offers to sell any products, services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations);
 - iv. violates or otherwise encroaches on the rights of others;
 - v. contains viruses, worms, corrupt files, trojan horses or other forms of corruptive code, or any other content which may compromise the Site;

- vi. advocates illegal activity; or
- vii. harms anyone, including minors.

c. Unacceptable Use. You may not:

- i. abuse, harass, threaten, impersonate or intimidate other Users of the Site;
- ii. use the Site for any illegal or unauthorized purpose;
- iii. use the communication systems provided by the Site for any commercial solicitation purposes;
- iv. solicit, for commercial purposes, any users of the Site with respect to their Content;
- v. use the Site if you are a convicted sex offender;
- vi. attempt to mislead any person as to your identity or the origin of any communication transmitted through the Site;
- vii. create or submit unwanted e-mail or other messages to any Users of the Site;
- viii. collect or harvest any personally identifiable information, including account names, from the Site;
- ix. attempt to circumvent the security systems of the Site;
- x. attempt to gain access to or use the Site in a fraudulent manner;
- xi. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Site or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- xii. modify, adapt, translate or create derivative works based upon the Site or any part thereof, except and only to the extent expressly permitted by us herein or to the extent the foregoing restriction is expressly prohibited by applicable law;
- xiii. attempt to gain access to any other User's accounts; or

xiv. attempt to ascertain any other user's password and/or personal information by any means whatsoever, including without limitation, by use of the Site or any other website, or by e-mail communication.

d. **Spiders.** You may not use or launch any automated system, including without limitation, "robots", "spiders" or "offline readers" that accesses the Site in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser in ordinary and customary usage. Notwithstanding the foregoing, we grant the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. We reserve the right to revoke these exceptions either generally or in specific cases.

8. Fees and Payments

a. **Fees.** We may now, or in the future, charge fees for access to and use of the Site, or certain features thereof ("**Fees**"). You agree to pay all Fees and charges specified for such features. All Fees are exclusive of applicable taxes (e.g. sales, use, or value-added tax), unless otherwise stated, and you are solely responsible for the payment of any such taxes.

b. **Payment of Fees.** We will charge the Fees, if any, and other additional fees or donations you authorize, to the PayPal account or credit card you designate. To designate a credit card for the payment of Fees, you will be asked to provide us with a credit card number from a card issuer that we accept. We may seek pre-authorization of your PayPal account or credit card prior to a purchase to verify the PayPal account or credit card is valid and/or has the necessary funds or credit available to cover your purchase. These pre-authorizations will reduce your available balance by the authorization amount until it is released or reconciled with the actual charge. Please contact PayPal or your credit card issuer, as applicable, if you have additional questions regarding when an authorization amount will be removed from your statement. You authorize the PayPal account or credit card you designate to pay any amounts described herein and authorize us, or any other company that acts as a billing agent for us, to continue to attempt to charge all sums described herein to your PayPal account or credit card until such Fees are paid in full. You agree to provide us with updated information regarding your PayPal account or credit card upon our request, and any time the information earlier provided is no longer valid. If payment is not received by us from your credit card issuer or PayPal, you agree to pay all amounts due upon demand by us.

- c. **Changes in Price; No Refunds.** We may at any time, upon notice required by applicable law, change the price of the use of the Site or any features thereof, institute new charges or fees, or charge a fee for the use of the Site or any part thereof where a fee was not previously charged. All Fees relating to the Site, including any Fees charged for access to the Site, are final and non-refundable, including in the event of termination of your account on the Site.

- d. **Renewal/Cancellation of Memberships**

Unless you explicitly decline automatic subscription renewals, your membership subscription will continue indefinitely until cancelled by you. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically renew for an additional equivalent period as the subscription term you originally selected and at the subscription rate and frequency disclosed to you on the Site when you originally subscribed.

- e. You may cancel your subscription by emailing **[INSERT]** or adjusting your account settings. If you cancel your subscription, you may use your subscription until the end of your then-current subscription term. Your subscription will not be renewed after your then-current term expires, but your credit card will be charged, and you will be required to pay, any cancellation or other fees associated with your early termination and disclosed to you at the time you signed up as a member.

- f. **Refund Policy**

To the extent permitted by law, we do not as a general rule provide refunds or credits for subscription or other purchase cancellations. However, we may in our sole discretion issue refunds or credits when we believe they are warranted.

- g. **Free Trial Offers**

We may offer limited-time free trial membership subscriptions to Families from time-to-time. Families who sign up for our membership on a free trial basis may have limited access to the features of the Site. If a Family does not cancel their subscription prior to the end of the free trial period, the Family will be charged the price then in effect for a monthly subscription to the Service, unless otherwise provided to him or her when he or she originally subscribed. To avoid being charged for membership services, a Family with a free trial subscription must cancel their subscription prior to the end of the free trial period.

9. Third-Party Sites, Products and Services

The Site may include links or references to other web sites or services solely as a convenience to Users (“**Third-Party Sites**”). We do not endorse any such Third-Party Sites or the information, materials, products, or services contained on or accessible through Third-Party Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Site are solely between you and such advertiser. Access and use of Third-Party Sites, including the information, materials, products, and services on or available through Third-Party Sites is solely at your own risk.

Opinions, advice, statements, offers, or other information or content made available on the Site or through the Service, but not directly by us, are those of their respective authors. Such authors are solely responsible for such content. We do not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Site or available through the Service, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Site or through the Service. Under no circumstances will we or our Affiliates be responsible for any loss or damage resulting from: a) your reliance on information or other content posted on the Site or transmitted to or by any user of the Site or Service; or b) reviews or comments made about you on the Site by other users.

WE DO NOT ENDORSE ANY STATEMENT, REVIEW OR REPRESENTATION MADE BY A USER OF THIS SITE. YOU MAY NOT ATTRIBUTE ANY STATEMENT, REVIEW OR REPRESENTATION TO US OR ANY DIRECTOR, OFFICER, EMPLOYEE, SERVICE PROVIDER OR AGENT OF THENANNYPAGES.COM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ANY LIABILITY WHATSOEVER FOR ANY MISSTATEMENTS AND/OR MISREPRESENTATIONS MADE BY ANY USERS OF THE SITE.

YOU HEREBY REPRESENT, UNDERSTAND AND AGREE TO HOLD US HARMLESS FOR ANY MISSTATEMENTS AND/OR MISREPRESENTATIONS MADE BY YOU ON THIS SITE OR IN ANY OTHER VENUE.

10. Ownership and Proprietary Rights

The Site is owned and operated by us. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the Site provided by us (the “**Materials**”) are protected without limitation, by U.S., Canadian and other foreign copyright, trademark, patent and other intellectual property laws. Except for any Content that is provided and owned by Users, all Materials contained on the Site are the property of us and/or our subsidiaries and/or affiliated companies and/or our third-party licensors. All trademarks, service marks, and trade names are proprietary to us and/or our subsidiaries and/or our affiliates and/or our third-party licensors. Except as expressly authorized by us, you agree not to sell, license, distribute, copy, reverse engineer, modify,

publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. We reserve all rights to the Materials not expressly granted in this Agreement. Any unauthorized or prohibited use may subject you to civil liability and criminal prosecution under applicable laws.

11. Remedies

- a. **Our Remedies.** You agree that we, in our sole discretion, for any or no reason, and without penalty, may terminate any account (or any part thereof) you may have with us or your use of the Site and remove and discard all or any part of your account, profile, and any Content, at any time. We may also in our sole discretion and at any time discontinue providing access to the Site, or any part thereof, with or without notice. You agree that any termination of your access to the Site or any account you may have, or portion thereof, may be affected without prior notice, and you agree that we will not be liable to you or any third-party for any such termination. Upon termination for any reason, all licenses and other rights granted to you in this Agreement will immediately cease and you must cease to use the Site. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies we may have at law or in equity. We reserve all rights and remedies against any User who violates this Agreement. YOU ACKNOWLEDGE THAT A VIOLATION OF THIS AGREEMENT MAY CAUSE IRREPARABLE HARM TO US AND YOU AGREE THAT, IN ADDITION TO ANY OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, WE SHALL BE ENTITLED TO SEEK INJUNCTIVE RELIEF AGAINST YOU FOR ANY SUCH VIOLATION WITHOUT HAVING TO POST A BOND.
- b. **Your Remedies.** Your only remedy with respect to any dissatisfaction with (i) the Site, (ii) any term of this Agreement, (iii) any policy or practice of ours in operating the Site, or (iv) any content or information transmitted through the Site, is to terminate your account. You may terminate your account at any time by deleting your account with the Site and discontinuing use of any and all parts of the Site.

12. Indemnification

You agree to indemnify, defend, and hold us harmless as well as our subsidiaries, affiliated companies, contractors, employees, agents and third-party suppliers, licensors, and partners from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of any use or misuse of the Site, any violation of this Agreement, or any breach of the representations, warranties, and covenants made herein, by you. We reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defence of these claims.

13. Consent to run verification checks

YOU AGREE TO ALLOW US TO PERFORM VERIFICATION CHECKS.

We may use third party service providers to perform verification checks. If we perform verification checks, we perform them to verify the information you provide us (such as your name, address, email address, etc.), the representations and warranties you make in the Terms and on the Site (such as representations regarding your criminal background), and your suitability for us. The results of these verification checks are made available to us.

The results of any verification checks on you may impact your ability to access and use the Services. You are not eligible to register with us if any of your verification checks results indicate that you have falsified your legal name, address or date of birth, or indicate any background information that, in our sole discretion and subject to applicable law, disqualifies you from using our Site or Services given the type of care services, the setting of the care services, and the nature of the relationship between Job Seeker and Family.

IF YOU DO NOT WANT VERIFICATION CHECKS TO BE PERFORMED, YOU SHOULD NOT USE US.

14. Release of Liability for Results of Verification Checks

Although we may perform verification checks, it has no obligation to do so. To the extent we perform such checks on certain registered users, the checks are limited and should not be taken as complete, accurate, up-to-date or conclusive of accuracy of any of the information those users have provided or of their eligibility to use the Services.

Furthermore, verification checks are performed by separate third party verification services. We do not have control over or assume, and expressly disclaims, any responsibility for the quality, accuracy, or reliability of, and any liability that may result from the use of, or reliance on, the information such third party services provide.

15. Links to External Sites

Links from the Site to external sites (including external sites that are framed by us) or inclusion of advertisements do not constitute an endorsement by us of such sites or the content, products, advertising and other materials presented on such sites or of the products and services that are the subject of such advertisements, but are for users' reference and convenience.

Users access them at their own risk. It is the responsibility of the user to evaluate the content and usefulness of the information obtained from other sites. We do not control such sites, and is not responsible for their content. Just because we have hyperlinks to

such sites does not mean that we endorse any of the material on such sites, or have any association with their operators.

Users further acknowledge that use of any site controlled, owned or operated by third parties is governed by the terms and conditions of use for those sites, and not by our Terms of Use and Data Policy. We expressly disclaim any liability derived from the use and/or viewing of links that may appear on this Site. All users hereby agree to hold us harmless from any liability that may result from the use of links that may appear on the Site.

16. Disclaimer of Warranties

- a. No Warranties.** TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE, AND OUR SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSORS AND SUPPLIERS, AND OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ALL WITH REGARDS TO THE SITE.
- b. “As is” and “As available” and “With All Faults”.** YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK. WE DO NOT MEET, INTERVIEW OR IN ANY WAY EVALUATE THE USERS/JOB SEEKERS. WE RECOMMEND THAT ALL USERS/JOB SEEKERS ARE THOROUGHLY RESEARCHED BY YOU. THE SITE AND ANY DATA, INFORMATION, THIRD-PARTY SOFTWARE, CONTENT, THIRD-PARTY SITES, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED.
- c. Content.** WE, AND OUR SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSORS AND SUPPLIERS, AND OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS DO NOT WARRANT THAT THE DATA, CONTENT, FUNCTIONS, OR ANY INFORMATION OFFERED ON OR THROUGH THE WEBSITE OR ANY THIRD-PARTY SITES WILL BE UNINTERRUPTED, OR FREE FROM ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.
- d. Assumption of Risk**

YOU ARE AWARE THAT THERE ARE MANY RISKS AND DANGERS IN MAKING EMPLOYMENT AND HIRING DECISIONS FOR CARE SERVICES. THESE RISKS AND DANGERS INCLUDE PHYSICAL AND MENTAL ABUSE, BODILY HARM, DEATH, MENTAL DISTRESS AND THEFT, NEGLIGENCE OF OTHER USERS, AND THE FAILURE OF OTHERS TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT YOU FROM THE RISKS AND DANGERS.

YOU FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS AND DANGERS when using the Site and the Services, including but not limited to all of the risks associated with any online or offline interactions with registered users of the Site or the Services. You agree to take all necessary precautions when interacting with other site visitors or registered users.

17. Limitation of Liability and Damages

- a. Limitation of Liability.** UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, WILL WE OR OUR SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSORS AND SUPPLIERS, OR OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER), OR FOR PERSONAL INJURY OR DEATH ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THAT RESULT FROM YOUR USE OF OR YOUR INABILITY TO USE THE SITE OR ANY THIRD-PARTY SITE, OR ANY OTHER INTERACTIONS WITH US OR ANY USERS OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
- b. Limitation of Damages.** IN NO EVENT WILL OUR OR OUR SUBSIDIARIES', AFFILIATES', CONTRACTORS', EMPLOYEES', AGENTS', OR THIRD-PARTY PARTNERS', LICENSORS', OR SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE SITE OR YOUR

INTERACTION WITH OTHER USERS (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED THE LESSER OF THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SITE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF CLAIM AND FIFTY DOLLARS.

- c. **Basis of the Bargain.** YOU ACKNOWLEDGE AND AGREE THAT WE HAVE OFFERED OUR PRODUCTS AND SERVICES, SET OUR PRICES, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND US, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND US.
- d. **Time Limit.** YOU AGREE THAT ANY CLAIM ARISING FROM OR RELATED TO THE SITE MUST BE BROUGHT BY YOU WITHIN ONE YEAR FROM THE DATE WHEN THE CLAIM FIRST COULD BE FILED OR SUCH CLAIM IS PERMANENTLY BARRED.

18. Miscellaneous.

- a. **Notice.** You agree to receive electronic communications from us addressed to the e-mail address associated with your account. You acknowledge and agree that any communication via e-mail or by postings on the Site satisfies any legal requirement that such communications be made in writing.
- b. **Waiver.** Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by us.
- c. **Governing Law.** You agree that this Agreement shall be governed by the substantive laws of the province of Ontario and the laws of Canada applicable therein, without respect to its conflict of laws principles. You agree, in the event of any claim or dispute between you and us that arises in whole or in part from the Site or this Agreement, to attorn to the non-exclusive jurisdiction of the courts of the province of Ontario.
- d. **Severability.** If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from this Agreement to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

- e. **Assignment.** This Agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. Any assignment attempted to be made in violation of this Agreement shall be null and void.
- f. **Survival.** Upon termination of this Agreement, any provision which, by its nature or express terms should survive, will survive such termination or expiration.
- g. **Headings.** The heading references herein are for convenience purposes only, do not constitute a part of this Agreement, and will not be deemed to limit or affect any of the provisions hereof.
- h. **Entire Agreement.** This Agreement constitute the entire agreement between you and us relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to this Agreement made by us as set forth herein.