

Terms and Conditions of Use

These Care provider terms and conditions of use for Carelancer constitute a legal agreement and are entered into by and between you and Carelancer (the "**Company**," "**we**," "**us**," "**our**"). The following terms and conditions, together with any documents and/or additional terms they expressly incorporate by reference (collectively, these "**Terms and Conditions**"), govern your access to and use, including any content, functionality, and services offered on or through carelancer.com¹, the Carelancer mobile applications and our websites optimized for mobile services (the "**Sites**")

The Carelancer platform provides an online space enabling users to search, offer and book various at-home health care services (the "**Home Care Services**").

There are two user categories: users offering Home Care Services are referred to as "**Care providers**", and users searching and booking Home Care Services are referred to as "**Users**". These Terms and Conditions apply to **Users**. The terms and conditions applicable to **Care providers** can be found [here](#)². In addition to their respective Terms and Conditions of Use, Users and Care providers must also abide by their respective Privacy Policy, which can be found [here](#)³ (for Users) and [here](#)⁴ (for Care providers). **BY USING THE SITES, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND CONDITIONS AND THE APPLICABLE PRIVACY POLICY, INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE.**

The Sites are intended solely for persons who are 18 or older. Any access to or use of the Sites by anyone under 18 is expressly prohibited. By using the Sites, you represent and warrant that you are the legal age of majority under applicable law to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Sites.

¹ hyperlien vers <https://carelancer.com/>

² [hyperlien vers Website Terms and Conditions of Use - CARE PROVIDERS](#)

³ [Hyperlien vers Carelancer Privacy Policy - USERS](#)

⁴ [Hyperlien vers Carelancer - Privacy Policy - Healthcare Professionals](#)

Terms and Conditions of Use 1

1. Modifications to the Terms and Conditions and to the Sites 3

2. Your Use of the Sites and Account Set-Up and Security 3

3. Mobile Devices 4

4. Relationship With Company 4

5. Intellectual Property Rights and Ownership 5

6. Communicating with You 5

7. User Submissions and Site Content Standards 5

8. Cancellation Policy 7

9. Conditions of Use: User 7

10. User Submissions: Disclaimer of Liability 8

11. Complaints 8

12. Site Monitoring and Enforcement, Suspension, and Termination 8

13. No Reliance 8

14. Service Disruptions 9

15. Privacy 9

16. Third-Party Websites 9

17. Payment 10

18. Geographic Restrictions 10

19. Disclaimer of Warranties 10

20. Limitation on Liability 11

21. Indemnification 11

22. Governing Law and Choice of Forum 11

23. Waiver 11

24. Severability 12

25. Entire Agreement 12

26. Reporting and Contact 12

1. Modifications to the Terms and Conditions and to the Sites

We reserve the right in our sole discretion to revise and update these Terms and Conditions from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Sites. Any material change will be notified prior to the change taking effect via a web banner or by any other means. Thereafter, these Terms and Conditions as updated will be made available and easily accessible. Anyone may determine whether these Terms and Conditions have changed by looking at the effective date appearing at the top of said Terms and Conditions. You agree to periodically review the Terms and Conditions in order to be aware of any such modifications and your continued use shall be your acceptance of these.

The information and material on the Sites, and the Sites themselves, may be changed, withdrawn, or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Sites is restricted to users or unavailable at any time or for any period.

2. Your Use of the Sites and Account Set-Up and Security

The security of your personal information is very important to us. We use physical, electronic, and administrative measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure.

The safety and security of your information also depend on you. Users are responsible for obtaining their own access to the Sites. Users are required to ensure that all persons who access the Sites through a user's internet connection are aware of these Terms and Conditions and comply with them. Accessing the Sites and its services including, without limitation, if you wish to contact a Care provider or create a request for assistance, requires Users to register and create an account. It is a condition of your use of the Sites that all the information you provide to the Company on the Sites is correct, current, and complete.

Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information and require all third parties with whom we work to follow similar security measures and protocols to protect your personal information, we cannot guarantee the security of your personal information transmitted to or across our Sites. Any transmission of personal information, including without limitation the transmission of any personal information to a Care provider via the platform, is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Sites.

Your provision of registration information and any submissions you make to the Sites through any functionality such as applications, chat rooms, e-mail and SMS messages (the "**Interactive Functions**") constitutes your consent to all actions we take with respect to such information consistent with our [User Privacy Policy](#)⁵.

Any username, password, or any other piece of information chosen by you, or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree that should you be provided an account, your account is personal to you and you agree not to provide any other person with access to these Sites or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you logout from your account at the end of each session. You are responsible for any password misuse or any unauthorized access.

⁵ **Hyperlien vers Carelancer Privacy Policy - USERS**

You may not create more than one (1) active account, per each user category. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete.

We reserve the right at any time and from time to time, to disable or terminate your account, any username, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms and Conditions.

You are prohibited from attempting to circumvent and from violating the security of the Sites, including, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restricting, disrupting or disabling service to users, hosts, servers, or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting Sites owner's ability to monitor the Sites; (f) using any robot, spider, or other automatic device, process, or means to access the Sites for any purpose, including monitoring or copying any of the material on the Sites; (g) introducing any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Sites via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing, or crashing; (i) use the Website to harvest addresses, send spam or otherwise breach these Terms of Use or the Privacy Policy; (j) take any action or use any program or device that may result in or is intended to interfere with the operation and function of the Website or to shut down, overload or overwhelm the Website; (k) taking "screenshots" of Sites content or otherwise attempting to copy or save any Sites interface or content directly to an electronic device; and (l) otherwise attempting to interfere with the proper working of the Sites.

3. Mobile Devices

The Sites may allow you to access our services, download our applications, upload content to the Carelancer platform, and receive messages on your mobile device (collectively "**Mobile Features**"). Your mobile device carrier may prohibit or restrict certain Mobile Features and certain Mobile Features may be incompatible with your mobile device carrier or mobile device. In addition, your mobile device carrier may charge you for standard messaging, data, and other fees to participate in Mobile Features. We have no responsibility or liability for any fees or charges you incur when using the Mobile Features. You should check with your mobile device carrier to find out whether any fees or charges will apply, what plans are available and how much they cost. You should also contact your mobile device carrier with any other questions regarding these issues.

You acknowledge that your use of the Sites applications is subject to any terms set forth in the terms of service of the third party providing the mobile device on which each App operates (e.g., Apple iOS or Android). If you access or download the Apps from the Apple Appstore or the Google Play Store, you agree to all the terms and conditions of the Appstore license or the Google Play Store license.

The Company shall not be liable if you do not have a compatible mobile device or if you download the wrong version of an App for your mobile device. The Company reserves the right to terminate the use of the applications or any other aspect of the Sites should you be using the applications or the Sites with an incompatible or unauthorized device. The Company is not responsible for your internet connection or for any consequences of intermittent or unavailable connectivity.

4. Relationship With Company

Use of the Sites, creation of an account and/or use of any Interactive Functions will in no way create a relationship between you and the Company in which you could be construed as an employee, contractor, agent, joint venturer or partner of the Company. You are not and shall not hold yourself out as being the agent, joint venturer, partner, contractor or employee of the Company. You shall not make any statement or do any act that would establish any appearance of agency, joint venture, partnership or employment

with the Company. You are prohibited from holding yourself out to be endorsed by or in a partnership with the Company, or doing anything, while on the Sites or anywhere else, whether on the internet or offline, that could create the false impression that you are acting on behalf of or for the benefit of the Company.

You understand that there is no employment relationship between the Company and the Care Providers. The Care Providers are not employees, independent contractors, partners or agents of the Company, and the Company is not an agent of nor does it employ any Care Provider. The Company does not endorse or recommend any specific Care Provider, nor does it enter into any form of agreement pertaining to the provision of Home Care Services by a Care Provider. The Company does not direct or control the Home Care Services offered or provided by Care Providers. You acknowledge that the decision of when and how to offer the Home Care Services, and at what price and on what terms, shall be entirely determined yourself and Care Providers at your sole discretion. The Company shall not be held liable for any action or omission committed by a Care Provider.

5. Intellectual Property Rights and Ownership

You understand and agree that the Sites and their entire content, features, and functionality, including, but not limited to, all information, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and arrangement, are owned by the Company, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

The Company name, the Carelancer name, the Company logo, and all related names, logos, product and service names, designs, images, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. Other names, logos, product and service names, designs, images, and slogans mentioned, or which appear on this Sites are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.

Users are not permitted to modify copies of any materials from the Sites nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Sites.

If you print off, copy or download any part of our Sites in breach of these Terms and Conditions, your right to use the Sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You have no right, title, or interest in or to the Sites or to any content on the Sites, and all rights not expressly granted are reserved by the Company. Any use of the Sites not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

6. Communicating with You

By providing your phone number and using the Sites, you are agreeing that we may, to the extent permitted by applicable law, use your mobile phone number for calls and, if such phone number is a mobile number, for text (SMS) messages, in order to assist with facilitating the requested Home Care Services. Standard call or message charges or other charges from your phone carrier may apply to calls or text (SMS) messages we send you. You may opt-out of receiving text (SMS) messages from us by replying with the word "STOP" to a text message from us. You acknowledge that opting out of text (SMS) messages may impact your ability to use the Sites.

You agree that we may send you confirmation and other communications regarding the Home Care Services. We may also send you emails about services that we think might interest you ("**Promotional Emails**") if you have provided your consent to receive the same. You can unsubscribe from Promotional Emails at any time by clicking unsubscribe in our email communications or contacting us.

Our form of communication with you about your account, your use of the Sites and all Home Care Services related thereto will be by email. By using the Sites to solicit any Home Care Services, you agree that all communications related to your use of the Sites, the Home Care Services and any other related information may be provided to you electronically and, unless we choose otherwise, electronically only.

7. User Submissions and Site Content Standards

As a condition of your access and use, you agree that you may use the Sites only for lawful purposes and in accordance with these Terms and Conditions.

The following content standards apply to any and all content, material, and information a User submits, posts, publishes, displays, or transmits (collectively, "**submit**") to the Sites, to Care providers or to the manager of a family account, if such functionality has been enabled by the User (collectively, "**User Submissions**") and any and all Interactive Functions. Any and all User Submissions must comply with all applicable federal, provincial, local, and international laws, regulations, and terms of service.

Without limiting the foregoing, you warrant and agree that your use of the Sites and any User Submissions shall not:

- (a) In any manner violate any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Conditions and our [Privacy Policy](#)⁶.
- (b) In any manner violate the terms of use of any third-party website that is linked to the Sites.
- (c) Include or contain any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such legally prohibited ground or be otherwise objectionable, such determination to be made in Company's sole discretion.
- (d) Involve stalking, attempting to exploit or harm any individual (including minors) in any way by exposing them to inappropriate content or otherwise or ask for personal information as prohibited under applicable laws, regulations, or code.
- (e) Involve, provide, or contribute any false, inaccurate, or misleading information.
- (f) Impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses, or screen names associated with any of the foregoing).
- (g) Transmit, or procure the sending of, any advertisements or promotions without our prior written consent, sales, or encourage any other commercial activities, including, without limitation, any "spam", "junk mail", "chain letter", contests, sweepstakes and other sales promotions, barter, or advertising or any other similar solicitation.
- (h) Encourage any other conduct that restricts or inhibits anyone's use or enjoyment of the Sites, or which, as determined by us, may harm the Company or users of the Sites or expose them to liability.
- (i) Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, or alarm any other person.

⁶ [Hyperlien vers Carelancer Privacy Policy - USERS](#)

- (j) Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- (k) Give the impression that they originate from or are endorsed by us or any other person or entity, if this is not the case.
- (l) Use the Sites to find and solicit a Care provider who is also using the Sites, and then conduct business with the other user by not using the Sites in order to circumvent any obligation to pay service fees related to the Company's provision of the Home Care Services or for any other reason.
- (m) When providing a review regarding a Care provider, contain any inaccurate, false or misleading information regarding such Care provider. Any review you make must be independent, honest and not done in bad faith, and must only reflect your opinion.

The Company has the right to investigate and prosecute violations of any of the above to the fullest extent of the law. In addition, and as set in these Terms and Conditions, the Company may take a range of actions against you, including but not limited to removing or disabling access to any or all of the Interactive Functions including, without limitation, cancelling your request(s) for Home Care or account, for a violation of these Terms and Conditions.

8. Cancellation Policy

An appointment made with a Care provider via the Sites can be cancelled at any time. No cancellation fees will be incurred if an appointment is cancelled or rescheduled by a User at least 24 hours in advance. In the event an appointment is cancelled or rescheduled by a User less than 24 hours before its scheduled time, cancellation fees equal to 100% of the total amount to be disbursed for the Home Care Services shall be incurred by the User.

Please refer to our **Cancellation Policy**⁷ **[NTD: insert link]** for more information on our rules regarding cancelling appointments, including any exceptions which may apply.

9. Conditions of Use: User

It is your responsibility to ensure that a Care provider holds sufficient insurance coverage with regards to the Home Care Services provided to you. Carelancer may conduct preliminary verifications regarding whether or not a Care provider appears to hold valid insurance covering professional liability, but under no circumstances shall Carelancer be responsible for verifying the sufficiency or legitimacy of such insurance, nor shall Carelancer be held liable in the event that a Care provider's insurance policy excludes any or all Home Care Services from its coverage.

In the event that a parent, guardian, or other individual claiming to have a power of attorney or other ability to take decisions on behalf of a User (a **Decision-Maker**) books Home Care Services to be provided to such User, Carelancer shall not be responsible for ensuring that such Decision-Maker does indeed have the ability to book Home Care Services on behalf of a User.

You understand that in the event you book Home Care Services to occur at a regular interval (e.g. on a weekly basis), you will automatically be charged for such Home Care Services on a regular basis, and that no further confirmation shall be obtained from you prior to successive appointments. You are responsible for cancelling any advanced booking made with a Care provider and any automatic renewal of Home Care Services you had previously indicated to occur at a predetermined frequency.,

We do not tolerate harassment on the Sites. We provide Users and Care providers the ability to connect securely via our Sites to discuss details of any services that may be provided by a Care provider to a User. You understand and agree that no form of harassment, bullying, or verbally violent rhetoric will be allowed. This includes, without limitation, repeatedly contacting a person if it is clear that they wish

⁷ Hyperlien vers la cancellation policy

contacts to stop, calls for death or physical harm, and defamatory, malicious or rude language. Carelancer reserves the right to ban, without any prior notice, any User in breach of this obligation.

You understand and agree that, subject to the Privacy Policy, the Company does not collect, access, or otherwise process any personal information which you disclose directly to a Care provider, and shall not be held liable for any damage which you may experience, directly or indirectly, as a result of such disclosure.

10. User Submissions: Disclaimer of Liability

The Sites may contain Interactive Functions allowing User Submissions on or through the Sites. You understand and agree that you, not the Company, are fully responsible for any User Submissions you submit or contribute, and you are fully responsible and legally liable, including to any third party, for such content and its accuracy. We are not responsible or legally liable to any third party for the content or accuracy of any User Submissions submitted by you or any other user of the Sites.

11. Complaints

The Company shall only be responsible for complaints originating from whether or not a Care provider executed the Home Care Services arranged between the User and the Care provider. The Company shall not be held responsible for any issues or complaints you may have with regards to the quality of the Home Care Services provided by a Care provider or the Home Care Services provided otherwise being to your satisfaction, nor will the Company be a party to any form of dispute resolution, mediation or judicial proceedings instigated with regards to a complaint made pertaining to the quality of Home Care Services provided by a Care provider.

12. Site Monitoring and Enforcement, Suspension, and Termination

Company has the right, without provision of notice, to:

- Remove or refuse to post on the Sites any User Submissions for any or no reason in our sole discretion.
- At all times, take such actions with respect to any User Submission deemed necessary or appropriate in our sole discretion, including, without limitation, for violating the Sites and User Submissions and Site Content Standards or Terms and Conditions.
- Take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorized use of the Sites. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Sites.
- Terminate or suspend your access to all or part of the Sites for any or no reason, including, without limitation, any violation of these Terms and Conditions.

YOU WAIVE AND HOLD HARMLESS THE COMPANY, ITS PARENT, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CARE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, AND SUCCESSORS, FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY AND ANY OF THE FOREGOING PARTIES RELATING TO ANY INVESTIGATIONS BY EITHER THE COMPANY, SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

We have no obligation, nor any responsibility to any party to monitor the Sites or their use, and do not and cannot undertake to review material that you or other users submit to the Sites. We cannot ensure prompt removal of objectionable material after it has been posted and we have no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party, subject to applicable laws.

13. No Reliance

Although we make reasonable efforts to update the information on our Sites, we make no representations, warranties, or guarantees, whether express or implied, that the content on our Sites is accurate, complete, or up to date. Your use of the Sites is at your own risk and neither the Company nor its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, Care providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever for your use of these Sites.

The Sites review program is provided “as is”, without warranty of any kind, either express or implied. The Company makes no warranty regarding the quality of any Care providers or the services provided to a User or the accuracy, timeliness, truthfulness, completeness or reliability of any information obtained through the Sites.

You understand that the Company will only verify a Care provider’s registration with the appropriate professional order , but will not make any attempt to verify the statements, certifications and/or other information provided by Care providers. The Company makes no representations or warranties as to the conduct of users of the Sites or their compatibility with any current or future users of the Sites. You agree to take reasonable precautions in all communications and interactions with other users of the Sites and with other persons with whom you communicate or interact as a result of your use of the Sites, including, but not limited to, Care providers, particularly if you decide to meet offline or in person regardless of whether such meetings are organized by the Company. The Company explicitly disclaims all liability for any act or omission of any third party.

The Sites include content provided by third parties, including from other users and third-party licensors. All statements and/or opinions expressed in any such third-party content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of the Company. The Company has no responsibility or liability whatsoever to you, or any third party, for the content or accuracy of any third-party materials.

14. Service Disruptions

You understand that the Company may be required to perform scheduled or unscheduled maintenance on the Sites, and that such maintenance may cause a complete or partial interruption of services available on the Sites. You acknowledge and agree to not hold the Company liable or accountable for any interruption of services and any delays or damages that may result from the interruption. You also acknowledge and agree to not hold the Company liable or accountable for any interruption of service or loss of personal or commercial information due to events such as war, strike, flood, power failure, destruction of facilities, server failure, software bugs, hacking or other such occurrences.

15. Privacy

By submitting your personal information and using our Sites, you consent to the collection, use, reproduction, hosting, transmission, and disclosure of any such user content submissions in compliance with our [Privacy Policy](#)⁸, as we deem necessary for use of the Sites and provision of services.

By submitting your personal information and using our Sites you consent to allowing us to contact you for various purposes, as further described in our Privacy Policy.

16. Third-Party Websites

For your convenience, these Sites may provide links or pointers to third-party sites. We make no representations about any other websites that may be accessed from this Sites. If you choose to access

⁸ **Hyperlien vers Carelancer Privacy Policy - USERS**

any such sites, you do so at your own risk. We have no control over the contents of any such third-party sites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third-party sites.

17. Payment

Any payment required in relation to the use of the Sites shall be conducted via a third party, Stripe inc. (“**Stripe**”). The Company shall not be involved in any payment facilitation processes and shall not be held responsible for any issue relating to payment for the use of the Sites, subject to any agreement to the contrary it may have with Stripe. You are responsible for becoming familiar with and reviewing any Stripe privacy policy and/or conditions of use prior to making any payment via Stripe.

Any amounts you owe to a Care provider in consideration for Home Care Services they have provided to you (the “**Home Care Services Cost**”) shall be processed by Stripe and transferred to such Care provider by the Company. In addition to the Home Care Services Cost, (i) a transaction fee representing 3.1% of the Home Care Services Cost, as consideration for the processing of the payment by Stripe (the “**Processing Fee**”), and (ii) an administrative fee representing 1.9% of the Home Care Services Cost, as consideration for your use of the Sites (the “**Administrative Fee**”), shall be payable to the Company, along with any Goods and Services Tax (GST), Harmonized Sales Tax (HST) and other sales taxes that may apply to the Home Care Services Cost, the Processing Fee and the Administrative Fee.

The Company shall not store or otherwise process any information provided by a User when paying for Home Care Services.

18. Geographic Restrictions

The owner of the Sites is based in Ontario in Canada . We provide these Sites for use only by persons located in Canada and in the United States of America. The Sites are not intended for use in any jurisdiction where their use is not permitted. If you access the Sites from outside Canada or the United States of America, you do so at your own risk and you are responsible for compliance with local laws of your jurisdiction.

19. Disclaimer of Warranties

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SITES, THEIR CONTENT, AND ANY SERVICES OR ITEMS FOUND OR OBTAINED THROUGH THE SITES IS AT YOUR OWN RISK. THE SITES, THEIR CONTENT, AND ANY SERVICES OR ITEMS FOUND OR OBTAINED THROUGH THE SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NEITHER THE COMPANY NOR ITS PARENT, SUBSIDIARIES, AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CARE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS MAKE ANY WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE SITES OR THEIR CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ITS PARENT, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CARE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS REPRESENT OR WARRANT THAT THE SITES, THEIR CONTENT, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE SITES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE SITES WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE SITES AND YOUR COMPUTER, INTERNET, AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING, OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITES OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE SITES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITES LINKED TO IT.

20. Limitation on Liability

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL THE COMPANY NOR ITS PARENT, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CARE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, THEFT OF ANY KIND, FRAUD, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY, OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OR RELIANCE ON, THE SITES, ANY LINKED WEBSITE OR SUCH OTHER THIRD-PARTY SITES, NOR ANY SITES CONTENT, MATERIALS, POSTING, OR INFORMATION THEREON EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW.

21. Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Company, its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, Care providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable legal fees) arising out of or relating to your breach of these Terms and Conditions or your use of the Sites, including, but not limited to, your User Submissions, third-party sites, any use of the Sites' content, services, and products other than as expressly authorized in these Terms and Conditions.

22. Governing Law and Choice of Forum

The Sites and these Terms and Conditions will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule (whether of the laws of the Province of Ontario or any other jurisdiction) and notwithstanding your domicile, residence, or physical location.

Any action or proceeding arising out of or relating to this Sites and under these Terms and Conditions will be instituted in the courts of the Province of Ontario and/or the Federal Court of Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts

23. Waiver

No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

24. Severability

If any term or provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. Entire Agreement

The User Terms and Conditions and Privacy Policy constitute the sole and entire agreement between you and Company regarding the Sites and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

26. Reporting and Contact

If you have any questions about the Terms and Conditions, or need to provide notice to, or communicate with, Carelancer under the Terms and Conditions, please contact Carelancer by delivery in person, by courier at 10 Four Seasons Place, Suite 1000 Toronto ON M9B 6H7 Canada or by the mail, at, support@carelancer.com or by using the Sites integrated messaging system. Carelancer may provide notices or communications to you on the Sites and you agree that such notices shall constitute notice to you whether or not you actually access the notice.

7 févr. 2023