

TERMS AND CONDITIONS: WORKER PROS

mPloy Solutions Inc.

Last Updated: June 18, 2020

1. Overview

mPloy Solutions Inc. (“mPloy”, “we” or “us”) provides its website and mobile-based platform (the “MP”) (collectively, the “Services”) to you subject to the following terms and conditions (the “Agreement”), the mPloy Privacy Policy (the “Privacy Policy”), and the mPloy general terms of service (the “Terms of Service”). The Privacy Policy and Terms of Service are each incorporated herein by reference. In the event of conflict between this Agreement, the Privacy Policy, and the Terms of Service, the following order of precedence will apply (in descending order): (1) Privacy Policy; (2) this Agreement; and (3) the Terms Service.

PLEASE READ THIS AGREEMENT CAREFULLY. BY SELECTING “I AGREE” AT THE END OF THIS AGREEMENT, YOU ARE ENTERING INTO A LEGALLY BINDING CONTRACT WITH MPLOY. IF YOU DO NOT AGREE WITH THIS AGREEMENT, DO NOT SELECT “I AGREE” AND DO NOT ACCESS OR OTHERWISE USE THE SERVICES.

2. Definitions

“**Client**” means Event Clients and Restaurant Clients collectively.

“**Event**” means a single day work event.

“**Event Client**” means a person that organizes Events and utilizes Worker Pros to work Event Shifts on an independent contractor basis.

“**Event Shift**” means a work shift performed by a Worker Pro for an Event Client on an independent contractor basis.

“**Job**” means an opening for employment with a Restaurant Client.

“**Job Application**” means an application by a Worker Pro for a Job posted on the MP, and resulting in consideration by mPloy for inclusion of the Worker Pro in the Shortlist.

“**Restaurant Client**” means a person using the MP for the purposes of finding Worker Pros to fill Jobs.

“**Shortlist**” means a list of Worker Pros supplied to a Restaurant Client for consideration for employment.

“**Worker Pro**” means a person that successfully onboards with mPloy and becomes eligible for matching to Jobs and Event Shifts through the MP.

“**Worker Pro Profile**” means an online form completed by the Worker Pro as part of mPloy onboarding.



3. Purpose

mPloy provides the Services to connect hospitality professionals with businesses requiring their services. The Services are intended for use by: (a) Worker Pros seeking Jobs or Event Shifts within the hospitality industry; (b) Restaurant Clients seeking to employ Worker Pros; and (c) Event Clients seeking to contract with Worker Pros.

4. Eligibility and Onboarding

- (a) **Age.** You must be eligible to work in Canada and hold all necessary licenses, permits, or similar authorizations required by applicable law in order to use the Services. The Services may only be used by individuals who are at least nineteen (19) years of age, or possess parental or legal guardian consent. It is your responsibility to ensure that you are legally eligible to use the Services.
- (b) **mPloy Account.** You must register an account to use the Services (an “**Account**”). You are responsible for safeguarding and maintaining the confidentiality of your log-in information and restricting access to your computer, mobile phone or other internet-enabled devices from any person who is not authorized to use your Account. If any other person uses your Account, you represent and warrant that: (i) you are responsible for that person’s actions, whether or not such actions were authorized by you; and (ii) you are fully responsible and liable for any action of any person to whom you have provided any permissions to use your Account. Except as may be provided herein, you agree not to request or allow any other person to create an Account on your behalf, for your use, or for your benefit. mPloy reserves the right to terminate or revoke the privileges of any Account to access or use the Services without warning if, in our sole discretion, false or misleading information has been provided in the creation, maintenance and use of an Account.

Except as otherwise required by law, if your Account is closed for any reason, you will no longer have access to data, messages, files, or other material you keep on the MP, and any closure of your Account may involve deletion of any information stored in your Account, for which mPloy will have no liability whatsoever. mPloy, in its sole discretion and as permitted or required by law, may retain some or all of your Account information or content.

You acknowledge and agree that while we strive to ensure the security of Accounts and information provided to such Accounts, we cannot guarantee that unauthorized third parties will not evade our security measures. You agree to notify mPloy immediately of any unauthorized use of your Account or any other breach of security. However, we are not responsible for any unauthorized activity on your Account even if you have advised us of such.

- (c) **Onboarding.** To become a Worker Pro, individuals are required to complete the following 7-step onboarding process (the “**Onboarding**”): (i) download the MP; (ii) enter contact information and upload headshot image on the MP; (iii) accept the terms and conditions of this Agreement; (iv) book a telephone call with a mPloy team member (a “**Chat**”); (v) submit a Worker Pro Profile; (vi) successfully complete the Chat by receiving a “pass” mark from a mPloy team member; and (vii) complete a video interview, if required by mPloy.

During Onboarding, and through interaction with other Worker Pros and Clients, mPloy may collect reviews on Worker Pros. mPloy may also, at its sole discretion, obtain information on Worker Pros through third parties that conduct background checks using information in the public



domain. Clients may require additional background checks (such as reference checks, ID verification, credit checks, employment verification, education verification, and criminal record checks), which will only be done upon application for a Job or Event Shift, and with Worker Pro consent. All such information will be maintained by mPloy and provided to: (i) Restaurant Clients when the Worker Pro applies for a Job; and (ii) Event Clients when the Worker Pro applies for an Event Shift; and in each case will be used to determine the suitability of the Worker Pro for the Job or Event Shift, as applicable.

5. Using the Services

You are solely responsible for ensuring the accuracy and legality of any information you provide to mPloy through the access and use of the Services (the “**Content**”). This includes without limitation maintaining current and up to date information. mPloy makes no representations about and does not guarantee, and you agree not to hold mPloy responsible for: (a) the quality, safety, or legality of users; (b) their qualifications, background, or identities; and (c) any user Content whatsoever.

You acknowledge and agree that you are authorized to use the Services in accordance with this Agreement, which includes the Privacy Policy and the Terms of Service. In accessing and using the Services, you will: (a) use your legal name in registering for the Services and not provide any false or misleading information, qualifications, or affiliations; (b) only maintain one mPloy account at a time; (c) use the Services in a professional manner and not harass, abuse, or harm other Worker Pros or any other users; (d) only use the Services and any information derived therefrom for their intended purposes of finding Event Shifts and/or Jobs, presenting your Work Pro Profile and other information in the procurement of Event Shifts and/or Jobs; (e) promptly provide verification of identity upon request to Event Clients, Restaurant Clients and mPloy; (f) ensure timely and accurate clock-in and clock-out tracking for Event Shifts (any abuse of tracking system will result in adjustments and delays to Worker Pro payment, and any deliberate abuse of tracking system will result in immediate removal from the MP); (g) maintain confidentiality of your Account and password at all times; and (h) abide by all applicable laws, regulations and rules of professional conduct.

Except as otherwise set out herein, you acknowledge and agree that you will not, directly or indirectly, sell, assign, provide access to, transmit, exploit, repackage, decompile, or disassemble the MP, or develop any derivative works from the MP, or any portion thereof, in any medium or in any manner whatsoever. Under no circumstances will you use the MP in any manner that may infringe any proprietary or intellectual property rights or interests that we may have in the MP, including without limitation, by using the word “mPloy” or any mPloy logos in any names, emails or URLs. Without limiting the generality of the foregoing, you represent and warrant to us that you will not use the MP or any information or material retrieved therefrom to create products or perform services which compete or interfere with the MP.

Without limiting the generality of the foregoing, in accessing and using the Services, you further agree that you will not: (a) attempt to gain unauthorized access to the Services or systems and networks connected to the Services through hacking, password or data mining, or any other means to circumvent security procedure; (b) use any robot, spider or other automatic device, software program or manual process to monitor, copy or interfere with any web pages or the content contained on the Services; (c) use the Services in any manner that could damage, disable, overburden, or impair them, or interfere with any other users’ use and enjoyment of the Services; (d) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; (e) attempt to reverse engineer or jeopardize the correct functioning of the Services, or otherwise attempt to derive the source code of the software (including the tools,



methods, processes, and infrastructure) that enables or underlies the Services; (f) use the Services to generate unsolicited email advertisements or spam; (g) use any software containing viruses, works or harmful code; (h) impersonate another user; (i) imply or state that you are affiliated or endorsed by mPloy without mPloy's prior written consent; or (j) take any action that would damage, harm, or diminish mPloy's reputation, goodwill, or public image.

Your failure to satisfy the obligations in this Section 5 may result in the immediate suspension or termination of your Account, and removal from the MP at mPloy's sole discretion without notice to you.

6. Relationship with mPloy and other Users

Your use of the Services does not at any time create a partnership, employment or contractor relationship between yourself and mPloy.

Unless otherwise agreed in writing, the relationship between Worker Pro and any Event Client is that of independent contractor. It is the Worker Pro's responsibility to remit all applicable taxes associated with self-employment income, CPP contributions and to satisfy all applicable laws and regulations associated with self-employment.

Unless otherwise agreed in writing, the relationship between Worker Pros and any Restaurant Client is that of employee-employer. In such cases mPloy: (a) provides a recruiting services to Restaurant Clients; (b) is paid by Restaurant Clients for such services; and (c) collects no monies from Worker Pros for use of the Services.

7. Cancellation

- (a) Event Shifts. Worker Pros will provide a minimum of 24 hours' prior written notice to mPloy of any inability to meet their contractual obligations with respect to a scheduled Event Shift. mPloy will monitor the number of missed Event Shifts and/or late cancellations and mPloy may, in its sole discretion and with or without notice, suspend or terminate the Worker Pro's access to the Services.
- (b) Jobs. Worker Pros that submit Job Applications and receive notification that they will be included on the Shortlist to a Restaurant Client on a specified date (the "**Specified Date**") will provide mPloy with a minimum of 48 hours' written notice prior to the Specified Date of any inability or unwillingness to schedule a Job interview or accept a Job offer in the week following the Specified Date.

8. Payment for Event Shifts by Event Clients

Immediately following each completed Event Shift, Event Clients will be charged for the Worker Pro's services. A third-party processing company or mPloy will forward payments to Worker Pros after completion of each Event Shift. mPloy will determine the amount of time between Event Shift completion and payment of Worker Pros in its sole discretion in each case.

9. Copyright and Trademark

mPloy owns all right, title and interest (including without limitation any and all intellectual property rights) in and to the Services and all the materials relating thereto, including without limitation, all designs, logos, and texts. Nothing contained in the MP should be construed as granting, by implication,



estoppel, or otherwise, any kind of license or right except: (a) as expressly permitted by this Agreement; or (b) with mPloy's prior written consent.

You will not: (a) modify or remove any copyright, trademark or other proprietary notices from the Services; and (b) attempt to override or circumvent any of the usage rules or restrictions on the Services. We reserve the right to take such steps that we deem necessary in our sole discretion, including without limitation legal action, to restrain or prevent any unauthorized activity.

10. Availability of the Services

We cannot guarantee that the Services will be available all of the time. Although we strive to provide the most reliable Services possible, interruptions and delays in accessing the Services are unavoidable and we disclaim any liability for damages resulting from such problems. The Services are available through mobile devices and you acknowledge and agree that we are not responsible for ensuring that your mobile device's software is compatible for you to access the Services.

11. Links to Third Party Sites

The Services may contain links to other sites (the "**Linked Sites**") that are not owned or controlled by us and we are not responsible for the content of any Linked Sites. The presence of Linked Sites on the Services does not imply that we endorse or accept any responsibility for the content or use of such Linked Sites, and you hereby release us from all liability and/or damages that may arise from your use of such Linked Sites.

12. Disclaimer

EXCEPT AS EXPRESSLY SET OUT HEREIN, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, MPLOY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THE SERVICES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, ACCURACY OF DATA, AND NON-INFRINGEMENT. MPLOY FURTHER MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING RELIABILITY, TIMELINESS, QUALITY, SECURITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY GUARANTEES OF FINDING A PARTICULAR JOB OR EVENT SHIFT. MPLOY DOES NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS AND PROVIDES THE SERVICES (INCLUDING ANY AND ALL CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR ACCESS AND USE OF THE SERVICES IS AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE, COMPUTER SYSTEM OR OTHER DEVICES, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, FAILURE TO TRANSMIT DATA OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING, USING OR RELYING ON THE SERVICES. MPLOY DOES NOT WARRANT THAT THE SERVICES ARE FREE OF CONTAMINATING OR OTHER HARMFUL COMPONENTS.

13. Limitation of Liability and Indemnity

MPLOY IS NOT LIABLE UNDER CONTRACT LAW, TORT LAW, OR OTHERWISE, FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR USE OF THE SERVICES OR ANY CONTENT



OR INFORMATION CONTAINED THEREIN. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL MPLOY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST WAGES, SEVERANCE PAY, SERVICES FEES, WORKING CONDITIONS, PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF DATA OR PROFIT, OR ANY OTHER PECUNIARY LOSS, ARISING OUT OF THE USE, OR INABILITY TO USE, THE SERVICES). THESE LIMITATIONS WILL APPLY EVEN IF MPLOY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FOR CERTAINTY, MPLOY HAS NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO YOU IN RELATION TO EVENT SHIFTS OR JOBS PROVIDED THROUGH THE SERVICES. BY USING THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE EXPOSED TO SITUATIONS INVOLVING OTHER WORKER PROS, EVENT CLIENTS OR RESTAURANT CLIENTS WHO ARE UNRELIABLE, OFFENSIVE, OR OTHERWISE OBJECTIONABLE. MPLOY WILL HAVE NO LIABILITY ARISING FROM OR IN ANY WAY RELATING TO THE TRANSACTIONS MADE THROUGH THE SERVICES.

YOU WILL INDEMNIFY AND HOLD MPLOY AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, THREATS, ACTIONS, PROCEEDINGS, DEMANDS, DAMAGES, LOSSES, OBLIGATIONS, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO ANY VIOLATION BY YOU OF THIS AGREEMENT, OR ANY VIOLATION BY YOU OF ANY RIGHTS OF ANOTHER (INCLUDING, WITHOUT LIMITATION, ALL INTELLECTUAL PROPERTY RIGHTS AND RIGHTS OF PUBLICITY OR PRIVACY).

THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

14. General

- (a) Entire Agreement. This Agreement (which includes the Privacy Policy and Terms of Service) constitutes the entire agreement between you and mPloy with respect to the subject matter contained herein, and there are no other terms, conditions, representations, warranties, or collateral agreements, express or implied.
- (b) Privacy & Security. While mPloy takes reasonable steps to secure all information it collects in connection with the Services, mPloy cannot guarantee 100% security. You further acknowledge that the Services are fundamentally experience-based, and that your personal information may be disclosed to other users of the Services and third parties. You hereby consent to the collection, use, disclosure and retention of your personal information as outlined in the Privacy Policy.
- (c) Confidentiality. Through your access and use of the Services, you may have access to confidential information relating to mPloy and the Clients, as well as the personal information of Worker Pros (collectively, the “**Confidential Information**”). You hereby agree that, except in the strict use of the Services to fulfill their intended purpose in good faith, you will not at any time (including any time after you stop using the Services), without the prior written consent of mPloy, reveal, disclose or make known any Confidential Information to any person, or use the Confidential Information for any other purposes whatsoever.



- (d) Amendments. mPloy reserves the right, in its sole discretion, to amend or terminate this Agreement at any time and/or suspend or cease offering the Services at any time and for any reason. mPloy may from time to time send you notifications regarding updated versions of this Agreement through the MP requiring your affirmative acceptance or rejection of such updated Agreement. The Services are only available for access and use through your acceptance of this Agreement, as may be amended from time to time.
- (e) Interpretation. The headings in this Agreement are for convenience only and will not affect the interpretation of this Agreement. Interpretation of this Agreement will not be construed against either party. If any term of this Agreement is held illegal, invalid or unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement will be affected in any way thereby. Our failure to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. Any waiver of any sort must be express and in writing in each instance.
- (f) Governing Law. This Agreement will be governed and interpreted pursuant to the laws of the province of British Columbia and the federal laws of Canada applicable therein. The parties hereby submit to the non-exclusive jurisdiction of the courts of British Columbia.
- (g) Trial Waiver. You hereby irrevocably and unconditionally agree to waive any right you may have to a trial by jury, or commence or participate in any class action against us related to the Services and/or this Agreement.
- (h) Assignment. mPloy may assign this Agreement, in whole, or in part, at any time, with or without notice to you. You may not assign your rights or delegate your duties under this Agreement. This Agreement will enure to the benefit of mPloy's respective successors, heirs and permitted assigns and be binding upon you and your respective successors, heirs and permitted assigns.
- (i) Contact. To provide us with any notice or to otherwise contact us with any questions about this Agreement, please email us at: unsubscribe@mploy.ca.

