

TERMS OF SERVICE

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE OR SIGNING UP FOR SERVICES

1. Acknowledgement and Acceptance of Terms of Service

These Terms of Service are a legal agreement between you: individually if you are agreeing to it in your own capacity; or if you are authorized to enter the agreement on behalf of your company, between the entity for whose benefit you act (in either case, "you", "your"), as an authorized user of the Services, and StaffStat, Inc., an Ontario corporation (the "Company" or "we"). For purposes of these Terms of Service, "Services" is defined as any and all services provided by Company's Customer Service, the StaffStat Web Site ("Site"), and all services offered now or in the future and "StaffStat account" is defined as the account through which you access the Services.

These Terms of Service, together with any policies or other supplemental documents published from time to time by the Company (collectively, the "Agreement"), constitutes the entire agreement between the Company and you regarding the Services, and supersedes all prior agreements between the Company and you regarding the subject matter of this Agreement. By clicking on the appropriate button when the Agreement is presented to you or using the Services, you confirm your acceptance of, and agree to be bound by, this Agreement. If you are using the Services on behalf of your employer, you represent that you are authorized to accept this Agreement on your employer's behalf. You further agree and acknowledge that these are general Terms of Service and any written agreement executed directly with the Company and not via the Site supersedes any and all terms or provisions set forth herein.

2. Modifications to this Agreement and to the Services

We will occasionally update this Agreement so that it remains relevant and current with changing technologies, applicable laws, our evolving business practices and the needs of our Users. We encourage you to periodically review this Agreement to stay informed of the terms that govern the provision of the Services. If any changes are made to this Agreement, we will revise the "Last Updated" date that is indicated on this Agreement.

If material changes are made that impact you, we will notify you by placing a prominent notice on the Site. Depending on the circumstances, we may also decide to send you a notice electronically. If you continue to use the Services after notice of the change has been given, you will be deemed to have accepted such changes. In addition to the foregoing, this Agreement may be amended in a written agreement signed by both you and the Company. The Company reserves the right to modify or discontinue any of the Services with or without notice to you and the Company shall not be liable to you or any third party should the Company exercise its right to do so.

3. Services

The Company offers some of the Services through its Site. The Services on the Site are:

- a. Open Shift Management; and
- b. Scheduling.

As work shifts become available to you on the Open Shift Management platform, you are able to accept the shifts. In order to provide the best scheduling for companies that use the Services, you agree to only accept shifts you can work. If you abuse the Services, the Company may terminate your access to the Services.

4. Privacy Policy

Personal information collected by the Company about you will be treated in accordance with our privacy policy ("Privacy Policy") (which is hereby incorporated by reference into this Agreement and can be viewed at <http://www.staffstat.ca/docs/privacypolicy.pdf> or obtained by emailing info@staffstat.ca. You consent that we may collect, use, and disclose the personal information set out in our Privacy Policy from you directly, or indirectly as set out in our Privacy Policy. If the Company decides to change its privacy practices, the Company will post a revised Privacy Policy on the Site so you are always aware of what information the Company collects, how the Company uses it and under what circumstances, if any, the Company discloses it.

5. Your Responsibilities

a. General

You must (a) obtain and pay for all equipment and third-party services (e.g., Internet access and email service) required for you to access and use the Services; (b) maintain any security of your user identification, and other confidential information relating to your StaffStat account; and (c) be responsible for all charges resulting from use of your StaffStat account, including unauthorized use prior to your notifying the Company of such use and taking steps to prevent its further occurrence.

b. User Account, Password, and Security

As part of your registration process, you will be required to provide a valid email address and select a password. Once you become a registered user, your StaffStat account information will be automatically sent to you by email. You may change your password to protect your account after logging in to the Site. You are entirely responsible for notifying the Company of any change in your email address and for failing to maintain the confidentiality of your password and account information. Furthermore, you are entirely responsible for any and all activities that occur under your StaffStat account. You agree to immediately notify the Company of any unauthorized use of your StaffStat account or any other breach of security known to you.

c. Content of Transmissions

You are fully responsible for the contents of your transmissions through the Services. The Company simply acts as a passive conduit for you to send and receive information of your own choosing.

d. Prohibited Conduct

Your use of the Services is subject to all applicable local, provincial, national and

international laws and regulations (including without limitation those governing account collection, consumer protection, unfair competition, and anti-discrimination). You agree: (1) not to use the Services for illegal purposes; (2) not to interfere or disrupt networks connected to the Services; (3) to comply with all regulations, policies and procedures of networks connected to the Services; (4) not to use the Services to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (5) not to transmit through the Services any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind of nature; (6) not to use or reference the Services for chain letters, junk fax or junk mail, spamming or any other use of distribution lists to any person who has not given specific permission to be included in such a process; (7) not to use the Service to attempt to gain unauthorized access to other computer systems; and (8) not to interfere with another's use and enjoyment of the Services or similar services.

6. Disclaimer of Warranties

THE SERVICES ARE PROVIDED "AS IS" AND NEITHER THE COMPANY NOR ANY OF ITS SERVICE PROVIDERS MAKES ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO YOU REGARDING THE USABILITY, CONDITION OR OPERATION THEREOF. THE COMPANY AND ITS SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, ACCURACY OR COMPLETENESS. NEITHER THE COMPANY NOR ITS SERVICE PROVIDERS WARRANT THAT ACCESS TO OR USE OF THE COMPANY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY. YOU WILL NOT RELY ON ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, MADE BY ANY PERSON OTHER THAN AN AUTHORIZED OFFICER OF THE COMPANY, IN EVALUATING THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED OR MODIFIED, SO NOT ALL OF THE ABOVE LIMITATIONS MAY APPLY TO YOU.

7. Limitation of Liability

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THE SERVICES. YOU AGREE THAT NEITHER THE COMPANY NOR ANY OF ITS SERVICE PROVIDERS WILL BE LIABLE FOR DAMAGES (INCLUDING CONSEQUENTIAL OR SPECIAL DAMAGES) ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE SERVICES. NEITHER THE COMPANY NOR ANY OF ITS SERVICE PROVIDERS SHALL BE HELD RESPONSIBLE IN ANY WAY OR BY ANY MEANS, EITHER DIRECTLY OR INDIRECTLY, FOR ANY COMMUNICATIONS DIFFICULTIES WHETHER WITHIN OR OUTSIDE THE COMPANY'S OR ANY SUCH SERVICE PROVIDER'S CONTROL WHICH COULD LEAD TO THE INTERRUPTION OF SERVICES. YOU HEREBY WAIVE ANY CLAIMS WITH RESPECT TO THE SERVICES AS SET FORTH HEREIN, WHETHER BASED ON CONTRACTUAL, TORT OR OTHER GROUNDS, EVEN IF THE COMPANY OR ANY SUCH PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE ENTIRE LIABILITY OF THE COMPANY AND ITS SERVICE PROVIDERS AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH OF THIS AGREEMENT ARE LIMITED TO THE LESSER OF: (I) THE AMOUNT ACTUALLY PAID BY YOU FOR ACCESS TO AND USE OF THE SERVICES IN THE THREE (3) MONTHS PRECEDING THE DATE OF YOUR CLAIM OR (II) CAN \$500.00. YOU

HEREBY RELEASE THE COMPANY AND EACH OF ITS SERVICE PROVIDERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION. SOME JURISDICTIONS DO NOT ALLOW LIABILITY TO BE LIMITED, SO NOT ALL OF THE ABOVE LIMITATIONS MAY APPLY TO YOU.

8. Charges

a. Prices

You agree to pay all charges for your use of the Services at the prices then in effect if charges apply to the Services you use. All pricing changes will be communicated to you and you are responsible for regularly reviewing such pricing information to obtain timely notice of such changes. Continued use of the Services or non-termination of your StaffStat account after changes are communicated to you constitutes your acceptance of the prices.

9. Billing

a. Payment

Payment of your StaffStat account balance is due within thirty (30) days of the date of the invoice, is to be paid in the currency in which it is billed, and must be made by credit card or cheque. If you have any questions regarding any charges that have been applied to your StaffStat account, you must contact Customer Service within thirty (30) days of the charge date.

10. Termination or Suspension

a. By You

You may terminate your StaffStat account at any time, with or without cause, upon notice. In order for you to give such notice to the Company that you want to terminate, you must contact Customer Service at **1.705.587.3012**. A Customer Service representative will assist you with terminating your account in accordance with the Company's Verification Procedures. Upon termination of your account, the Customer Service representative will provide you with a cancellation number. Your account will not be deemed terminated unless and until you receive the cancellation number.

b. By the Company

The Company may terminate or suspend your StaffStat account at any time, with or without cause, upon notice. The Company reserves the right to do so without prior notice, provided that the Company will attempt to confirm such termination or suspension by subsequent notice. In addition, the Company reserves the right to suspend or terminate your StaffStat account and all users of the Services associated with your entity without notice if you are in breach of this Agreement, an invoice is not paid within sixty (60) days of the date of the invoice, upon rejection of any credit card charges, or if your card issuer (or its agent or affiliate) seeks return of payments previously made to the Company when the Company believes you are liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to the Company. The Company reserves the right to limit use of the Services or to terminate any account if we believe unreasonable usage has occurred on such account or if the Services are used in a manner that is not permitted by this

Agreement. If your account is suspended or terminated and the Company later reactivates your account, the Company may charge you a re-activation fee. The Company also reserves the right to take any action with respect to the Services that it deems necessary or appropriate in its sole discretion if the Company believes you or your information may create liability for the Company, compromise or disrupt the Services for you or others or cause the Company to lose (in whole or in part) the services of the Company's suppliers.

c. Applicability

The termination and suspension provisions contained in this Section 10 apply only to agreements formed between you and Company via the Site.

11. StaffStat Legal

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Service are wholly owned by the Company and/or its service providers except where expressly stated otherwise. You may not use the Company's trademarks, trade names, patents, copyrights or other intellectual property rights without the Company's prior written permission.

12. Indemnification

You agree to indemnify and hold harmless the Company and each of its service providers from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims based upon use of your StaffStat account and Services, including any violation of this Agreement by you or any other person using your account; any claim of libel, defamation, violation of rights of privacy or publicity; any loss of service by other customers; any infringement of intellectual property or other rights of any third parties; or any violation of any laws or regulations prohibiting transmission of unsolicited faxes or emails.

13. No Resale, Assignment or Transfer of The Services

Your right to use the Services is personal to you. You agree not to resell, assign or in any other manner transfer your use of the Services without the written consent of the Company.

14. Notices; Consent

Notices given by the Company to you will be given by email, by a general posting on the Site or by conventional mail. Notices given by you to the Company must be given by email or by conventional mail (subject, however, to the Company's Verification Procedures, which may include the requirement that you contact the Company by phone to confirm that any such notice was in fact sent by you). Notices to the Company by conventional mail must be sent to:

StaffStat, Inc.
33 Notre Dame W, Box 405
Azilda, Ontario
P0M 1B0

In any matter requiring the Company's prior consent, such consent will be considered

given only if made in writing by an authorized representative of the Company.

15. General Terms

THE LAWS OF THE PROVINCE OF ONTARIO, CANADA EXCLUDING ITS CONFLICTS OF LAW RULES, GOVERN THIS AGREEMENT AND YOUR USE OF THE SERVICES. THE UN CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY DISCLAIMED. YOU EXPRESSLY AGREE THAT EXCLUSIVE JURISDICTION FOR ANY CLAIM OR DISPUTE ARISING FROM THE USE OF THE SERVICES RESIDES IN CANADA. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck in whole or in part and the remaining parts and provisions shall be enforced. The Company's failure to act with respect to a breach by you or others does not waive the Company's right to act with respect to subsequent or similar breaches. You may not assign or transfer this Agreement or any rights hereunder, and any attempt to the contrary is void. The Company shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond the Company's reasonable control.

16. Consumer Rights

Company abides by applicable consumer protection laws. If you feel that a violation of the law has occurred, your first step is to contact Company in writing at: StaffStat, Inc., 33 Notre Dame W, Box 405, Azilda, Ontario, P0M 1B0.

17. LEGAL NOTICES

a. Trademark Information

StaffStat, among others, are trademarks or registered trademarks of the Company in Canada and other countries.

The Company's trademarks may be used publicly only with written permission from the Company. Fair use of the Company's trademarks in advertising and promotion of the Company's Services requires proper acknowledgement.

b. Services

The materials at the Site and the web pages within it are copyrighted and any unauthorized use of such materials may violate copyright, trademark and other laws. You may not:

- 1.** Modify the Services or use them for any public display, performance, sale or rental;
- 2.** Decompile, reverse engineer or disassemble software except and only to the extent permitted by applicable law;
- 3.** Remove any copyright or other proprietary notices from the Services;
- 4.** Transfer the Services to another person. You agree to prevent any unauthorized copying of the Services.

c. Links

Links provided on the Site are provided solely as a convenience to you and the provision of any such link does not constitute our endorsement of the linked website or its provider or of any of the content, products or services contained or offered therein.

Your use of linked websites is subject to the conditions, if any, that each of those websites has posted. You agree that the Company is not responsible for the accuracy, copyright compliance, legality, decency or any other aspect of the contents, products, services or any transmissions received through such websites. You further agree that the Company has no liability whatsoever from such third party websites and your usage of them.

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