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User Agreement: Terms and Conditions

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This User Agreement (this “**Agreement**”) is made and entered into by ONCLAIV Inc. (“**ONCLAIV**”) and you, the User (the “**User**”), as named below.

ONCLAIV AND THE USER (collectively the “Parties”) HEREBY AGREE, in consideration of the promises, rights and obligations contained by this Agreement, as follows:

1. Overview

This Agreement is important, as it contains important information about the Parties’ legal obligations, rights and remedies, and it is a legally binding.

ONCLAIV provides an online marketplace connecting professional service providers with other businesses seeking to obtain Professional Services. The Professional Services are intended to be performed on a short-term basis, as independent contractors.

The User is independent and wishes to use ONCLAIV’s Platform to potentially enter into one or more arrangements seeking to obtain Professional Services in one or more non-exclusive agreements for services with Professionals on a casual, *ad hoc*, and as-needed basis. The User must intend to use the Platform for the intended purposes set out in this Agreement.

This Agreement will apply as soon as the User signs up, accesses CADCOW.com or uses the Platform or Services, and will terminate in accordance with this Agreement.

Both the User and ONCLAIV intend that the relationship(s) between the User and any other User will be as independent contractors.

The User waives and indemnifies ONCLAIV from any and all liability whatsoever that is not restricted from such waiver or indemnification by law.

The User is not permitted to use the Platform if the User objects or does not agree to any of the terms and conditions pursuant to this Agreement.

The User will frequently review ONCLAIV’s User Agreement: Terms and Conditions to monitor for any changes.

2. Definitions

For the purposes of this Agreement the following capitalised terms have the meaning set out below (in alphabetical order).

- “**Abuse of the Platform**” means engaging in illegal conduct, harassing or vexatious behaviour, using the Platform for improper purposes, engaging in any materially dishonest conduct, morally reprehensible conduct, or conduct in breach of applicable human rights or occupational health and safety laws.
- “**ONCLAIV**”, in reference to indemnifications, liability, limited liability, or releases of ONCLAIV, means not only ONCLAIV Inc., but also ONCLAIV Inc.’s officers, directors, employees, and agents.
- A “**Client Account**” means a user account with ONCLAIV to use the Platform to seek or obtain Professional Services.
- An “**Engagement**” means either (a) the User’s engagement of another user to obtain Professional Services facilitated through the Platform, or (b) the engagement of the User by another user on the platform to provide Professional Services facilitated through the Platform.

- The “**Platform**” means the online marketplace provided by ONCLAIV to users.
- The “**Profile**” means the sample of the User’s work submitted to ONCLAIV including in the process of signing up to apply to use the Platform with a Professional Account.
- A “**Professional**” means a user potentially providing Professional Services, including as a sole proprietor, incorporated business or any other such entity.
- “**Professional Services**” means such professional services, including but not limited to architectural services, interior design services, Computer-Generated Imagery services, engineering services, drafting, consultation, marketing services, administrative services, or such other similar services, and any incidental or related services.
- “**Professional Account**” means a user account with ONCLAIV to use the Platform to offer or provide Professional Services.
- “**Registration**” means the registration process in which the User requests permission from ONCLAIV to use the Platform with a Client Account.
- The “**Services**” means the services provided by ONCLAIV through the Platform and ONCLAIV’s website <https://cadcow.com> including the provision of the use of the Platform and such other related services.
- “**Sign-up**” means the signing-up process in which the User requests permission from ONCLAIV to use the Platform with a Professional Services Provider Account.
- A “**user**” means a user of the Platform, including the User, and including Professional Account holders and/or Client Account holders.

3. **Sign-up or Registration Generally**

Before using the Platform, the User represents that the User or any individual acting as agent or representative on behalf of the User is 18 years of age or older.

All information or details submitted in the Sign-Up or Registration process by the User must be accurate and complete.

The User represents and warrants that the User will use the Platform only for the intended purpose and for no other or improper purpose.

The User must not Sign-up or Register through any computer program, software, or ‘bot’.

ONCLAIV does not represent or warrant that any or all information submitted or provided by any user, including any Professional Account holder offering or providing Professional Services or any Client Account holder seeking or obtaining Professional Services is accurate or true.

4. **Registration for Client Account**

In addition to the general terms of sign-up or Registration above, the User agrees to the following as necessary conditions to Register for and/or use a Client Account:

The User represents and warrants that all information submitted or provided by the User during the Registration process is accurate and true.

The User further represents and warrants that they possess the necessary rights and license(s) to the information they submit and indemnifies ONCLAIV for any claims otherwise.

The User is not permitted to have or register for multiple Client Accounts.

5. Sign up for Professional Account

In addition to the general terms of Sign-up or Registration above, the User agrees to the following as necessary conditions to Sign-Up for and/or use a Professional Account:

The User represents and warrants that all information submitted or provided by the User during the Sign-up process is accurate and true. For certainty:

- The Portfolio submitted by the User must be the User's own work or that of the same individual who will perform the Professional Services;
- Any photo or avatar submitted by the User in the Sign-up process must be the User's own image and likeness or that of the User's personnel with due consent;
- The logo submitted by the User must exclusively belong to the User; and
- All of the materials submitted by the User in the Sign-up process to use the Platform or otherwise, must be legally submitted and compliant with any and all intellectual property or copyright laws.

The User is not permitted to have or sign up for multiple Professional Service Provider Accounts.

6. Interactions and Relationships on the Platform

Relationships on the Platform between users are intended and expected to be professional, courteous, and respectful. The User must refrain from any abusive or illegal conduct on the Platform.

The User must not conduct or encourage any Abuse of the Platform.

The User is solely responsible for making sensible and safe decisions and ought to take all reasonable precautions necessary or appropriate in the use of an online platform. ONCLAIV makes no promises, assurances or representations or warranties of safety and accepts no liability arising from interactions on or incidental to the Platform.

ONCLAIV makes no representations or warranties concerning the safety of any in-person meeting arising from or incidental to the use of the Platform.

Relationships or Engagements on the Platform between the User and any other user on the Platform are intended to be as independent contractors. By using the Platform, the User agrees to enter Engagements with any other user strictly as independent contractors. The User must promptly advise ONCLAIV if the Platform is being used for any other type of relationship, including that of a principal and dependent contractor; or an employer and employee. ONCLAIV is not responsible for monitoring the day-to-day interactions or relationships between users. ONCLAIV is not responsible for any improper use of its Platform or misclassification of any relationship.

7. Limited Licence(s)

The User has (a) signed up or may sign up to apply to ONCLAIV to be granted a 'limited licence' to use ONCLAIV's Platform with a Professional Account, and/or (b) registered or may register to apply to be granted a 'limited licence' to use ONCLAIV's Platform with a Client Account.

ONCLAIV is free to refuse or accept any application to use the Platform provided that ONCLAIV

adheres to applicable legislation. ONCLAIV is committed to complying with all applicable human rights legislation and will not discriminate based on the following protected grounds in the provision of services or any other grounds or characteristics protected by applicable federal, state / provincial, or local legislation, including, but not limited to: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability, pursuant to and defined by the applicable human rights legislation.

ONCLAIV can remove the User's access to the Platform and/or revoke any 'limited licence', as set out in the revocation/termination provisions below.

Continued use of the Platform by the User is subject to the User adhering to the terms and conditions set out in this Agreement and such other terms and conditions established or amended by ONCLAIV.

8. Services

The Services provided by ONCLAIV are that of an online marketplace or venue to connect users in seeking and providing certain Professional Services. ONCLAIV does not provide and is not responsible for any Professional Services.

9. Professional Services Generally

ONCLAIV is not a party to any agreement for Professional Services between the User and any other user with respect to any actual or potential Engagement.

ONCLAIV makes no representation whatsoever that any user's request for an Engagement will be accepted by any Professional nor that any user will receive any request for an Engagement.

The User is responsible for conducting any Engagement in a reasonable and respectful manner. ONCLAIV has no control, direction or supervision over any request or provision of Professional Services. Further, ONCLAIV takes no responsibility whatsoever for the Professional Services performed or not performed. ONCLAIV is not responsible for the suitability, quality, reliability, timeliness, or accuracy of any Engagements requested or delivered by users through the Platform. ONCLAIV is not responsible for the conduct of the User nor any other user.

Upon an Engagement, Professional Services are expected to be provided on an 'as-needed' basis. ONCLAIV makes no guarantee or representations whatsoever as to the amount or duration or timeliness of Professional Services that will be provided by a Professional.

The User will comply with all applicable laws and regulations.

10. Client Account Holders

For clarity, ONCLAIV is not a party to any agreement for Professional Services between the User and any Professional or prospective Professional or any actual or potential Engagement.

ONCLAIV makes no representation whatsoever that any request by the User for an Engagement will be accepted by any Professional at any time.

If any request by the User for an Engagement is accepted by a Professional, User is responsible for engaging the Professional Services, in a reasonable and respectful manner. Again,

ONCLAIV has no control, direction or supervision over any request or provision of Professional Services. Further, ONCLAIV takes no responsibility whatsoever for the Professional Services performed or omitted. ONCLAIV is not responsible for the suitability, quality, reliability, timeliness, or accuracy of any Engagements requested or delivered by users through the Platform. ONCLAIV is not responsible for the conduct of the User.

The User represents and warrants that the User has the necessary experience and qualifications and means to properly engage any and all Professional Services requested by the User. The User will ensure that any and all supervision or direction necessary in order to obtain the Professional Services will be provided. The User is responsible for ensuring that the required professional certification or membership in a professional body to perform the Professional Services will be done by a duly qualified professional in accordance with all applicable statutes, regulations, bylaws, and guidelines. More broadly, the User will comply with all applicable laws and regulations.

While the Professional Services are expected to be provided on an 'as-needed' basis, ONCLAIV makes no guarantee or representations whatsoever as to the amount or duration or timeliness of Professional Services that will be provided by any Professional.

The User, not ONCLAIV, is responsible for any and all liability arising from any Engagement to obtain Professional Services.

11. Professional Account Holders

For clarity, ONCLAIV is not a party to any agreement for Professional Services between the User and any Client Account Holder or prospective Client Account Holder or any actual or potential Engagement.

Upon request by a potential client, the User may elect to provide, or decline to provide, Professional Services.

If the User elects to reject an Engagement the User is required to promptly advise ONCLAIV by email to <support@onclav.com>.

If the User elects to accept an offer to be engaged to provide Professional Services to a Client Account Holder, the User is responsible for providing the Professional Services, as reasonably requested, in a good and professional manner satisfactory to the Client Account Holder. ONCLAIV has no control, direction or supervision over any request or provision of Professional Services. Further, ONCLAIV takes no responsibility whatsoever for the Professional Services performed or not performed. ONCLAIV is not responsible for the suitability, quality, reliability, timeliness, or accuracy of any Engagements requested or delivered by users through the Platform. ONCLAIV is not responsible for the conduct of the User nor any other user.

Upon an Engagement, Professional Services are provided on an 'as-needed' basis. ONCLAIV makes no guarantee or representations whatsoever as to the amount or duration of Professional Services that will be requested of the User.

The User represents and warrants that the User has the necessary experience and qualifications to provide the required Professional Services. The User will ensure that any Professional Services performed that require professional certification or membership in a professional body to perform will be done by a duly qualified professional in accordance with all applicable statutes,

regulations, bylaws, and guidelines. More broadly, the User will comply with all applicable laws and regulations.

The User is solely responsible for any and all liability arising from any Engagement to provide Professional Services.

12. Termination of Engagement of Professional

Any Client Account Holder may terminate an Engagement of a Professional at any time and seek to engage another Professional through the Platform, and the terms of this Agreement will continue to apply.

13. Fees & Invoices Generally

The User should promptly contact support@onclaiv.com if the User has any questions or concerns.

Any and all remittances (such as income taxes, Employment Insurance premiums, workers' compensation premiums, or pension plan contributions) will not be made by ONCLAIV. The User agrees to fully indemnify ONCLAIV, including in any third-party claim, for non-payment of any and all remittances.

14. Fees & Invoices Client Account Holders

Fees for Client Account Holders are presently set out at the following link:

<https://www.cadcow.com/pricing.html>

The User is responsible for paying the applicable monthly-service package fees associated with the User's Client Account for use of the Platform, in accordance with pricing set out at the above-referenced link, along with administrative charges, any applicable payment transaction fees, and applicable taxes, in a timely manner.

The User is solely responsible for reviewing and confirming rates and fees in advance of using the Platform. If the User has an issue of any kind with the fees(s), such issue should be raised promptly in advance.

ONCLAIV takes no responsibility for any issues arising from payment or non-payment for the Professional Services. The User hereby fully indemnifies and waives any and all claims arising from or related to payment issues.

15. Fees & Invoices Professional Account Holders

Fees for Professional Account Holders include a monthly subscription to maintain a verified user profile.

As a Professional Account Holder, the User's fee rate for the Professional Services the User performs and applicable taxes, as communicated on the Platform in advance of any Engagement, will be inclusive of any and all amounts owed to the User for the provision of Professional Services.

ONCLAIV takes no responsibility for any issues arising from payment or non-payment for the Professional Services. The User hereby fully indemnifies and waives any and all claims arising from or related to ONCLAIV's suggestion or delineation of any fee rates or payment issues.

The User will invoice for Professional Services rendered, for the sake of convenience at the User's implied request, by way of an invoice generated through the Platform or a third-party payment processor, Stripe. Any issues in payments of fees must be promptly raised.

ONCLAIV makes no guarantee of payment. The user for which Professional Services were provided is solely responsible for any and all payments and taxes, not ONCLAIV.

16. Good Standing & Insurance

The User or its personnel, as applicable, must be in good standing with any applicable professional or regulatory body and must have and maintain all necessary professional liability insurance coverage. The User is responsible for obtaining any and all other suitable insurance coverage, including but not limited to general liability insurance. The User entirely assumes sole liability for failing to have or maintain adequate professional liability insurance or any other form of insurance the User ought to have. In addition, the User is solely responsible for ensuring that any other user has the adequate professional liability insurance or any other form of insurance the user ought to have with respect to any Engagement of or by the User.

17. Engagement of Professional Services – Client Account Holders

As a condition of using the Platform, the User is responsible for assessing, maintaining, and ensuring the health and safety of any on-site visits or in-person meetings. The User must take every precaution reasonable in the circumstances for the protection of the workers of any Professional the User engages.

The User warrants and represents that the User will comply with all obligations pursuant to the applicable occupational health and safety laws.

Any visits or meetings or in-person engagement of Professional Services, including any travel to and from and during such visits or meetings, are at the User's own risk, and are not the responsibility of ONCLAIV. The User must take all reasonable or necessary precautions in any such visits or meetings at the User's premises or any other location.

Tools: ONCLAIV will not provide any tools, equipment, supplies, or any other resources necessary to perform the actual Professional Services.

Software: The User confirms that all software, including but not limited to Computer-Aided Design ("CAD") and Building Information Modelling ("BIM") software and platforms, used in any manner on or for the Platform or used in the performance of the Professional Services, are valid and legitimate versions, with up-to-date licences suitable to use pursuant to any Engagement. The User confirms that only properly licensed software will be used to perform the Professional Services. The User takes full responsibility to ensure that all licenses for software used in the performance of Professional Services are suitably maintained. The User assumes all liability and hereby releases ONCLAIV for any use of software by the User, including but not limited to any third-party software and hereby indemnifies ONCLAIV for any third-party claim for breach of this requirement. For clarity, the User will be liable for any consequences arising from an audit by any software company.

Expenses: ONCLAIV is not liable or responsible for any expenses and costs incurred in connection with the performance of Professional Services.

18. Performance of Professional Services – Professional Account Holders

Work location: The User is generally responsible for providing the User's own workspace suitable to perform the Services. As a condition of using the Platform, the User is responsible for assessing, maintaining, and ensuring the health and safety of any on-site visits or in-person meetings. All such visits or meetings, including any travel to and from and during such visits or meetings (including any associated expenses or costs), are at the User's own risk and are the User's sole responsibility, and are not the responsibility of ONCLAIV. The User should take all reasonable or necessary precautions in any such visits or meetings at the User's premises, any other user's premises, or any other location.

Tools: The Professional will provide all tools, equipment and supplies and all other things necessary to perform the Professional Services, including but not limited to computers, monitors, suitable software, associated licences, and sufficient speed internet connectivity. ONCLAIV will not provide, loan, subsidize, or reimburse any tools and Client Account Holders are not expected to provide, loan, subsidize, or reimburse any such tools to any other user.

Software: The Professional is solely responsible for obtaining any software needed to perform the Professional Services. The Professional confirms that all software, including but not limited to Computer-Aided Design ("CAD") and Building Information Modelling ("BIM") software and platforms, used in any manner on or for the Platform or used in the performance of the Professional Services, are valid and legitimate versions, with up-to-date licences suitable to perform the Professional Services. The Professional confirms that properly licensed software will be used to perform the Professional Services. The Professional takes full responsibility to ensure that all licenses for software used in the performance of Professional Services are suitably maintained and hereby indemnifies ONCLAIV for any third-party claim for breach of this requirement. The Professional assumes all liability and hereby releases ONCLAIV for any use of software by the User, including but not limited to any third-party software. For clarity, the User will be liable for any consequences arising from an audit by any software company.

Expenses: The Professional is exclusively liable and responsible for all expenses and costs incurred in connection with the performance of Professional Services.

19. ONCLAIV's Role

ONCLAIV merely facilitates connectivity between users via an online marketplace. ONCLAIV is not an employment service and no Engagement or Professional Services will be performed by any Professional for or on behalf of ONCLAIV pursuant to this Agreement. The User agrees that the User will only engage Professionals as an independent contractor and not as a dependent contractor nor an employee. Likewise, the User agrees that the User will provide Professional Services only as an independent contractor and not as a dependent contractor nor an employee. The Parties agree that no user or personnel of any user will be an employee of ONCLAIV for any purpose, including, without limitation, pursuant to or within the meaning of any applicable federal, state / provincial, or local legislation including any income tax legislation, any employment standards legislation, any employment insurance legislation, any pension plan legislation, or any other applicable statute or law.

Again, for all purposes, the User alone is expected to engage the services of any Professional as an independent contractor and not as: an employee; a dependent contractor; a partner; or in any joint venture between ONCLAIV and any user. Accordingly:

- The User agrees that ONCLAIV shall have no liability or responsibility for the withholding, including but not limited to the collection, or payment of any taxes, Employment Insurance premiums, workers' compensation premiums, or Pension Plan contributions on any amounts paid to a Professional or amounts paid by a Professional to its employees or sub-contractors. In any event, the User agrees to fully indemnify ONCLAIV from any and all such claims.
- The User agrees to indemnify ONCLAIV for any and all claims for wages, overtime pay, bonuses, commissions, shares, employee benefits, disability benefits, vacation time, vacation pay, public holiday pay, premium public holiday pay, statutory holiday pay, termination pay, pay in lieu of notice, severance pay, or any claim arising from entitlements of a dependent contractor or employee, pursuant to any employment standards legislation, the common law or otherwise.
- The User has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of, or on behalf of ONCLAIV.
- The User will not sign or enter into any contracts, verbal or written, on behalf of ONCLAIV.

The User acknowledges and agrees that this provision shall survive the termination, for any reason, of this Agreement.

20. **Non-Exclusivity**

The User agrees that the Professional Services hereunder are non-exclusive and represents that the User is customarily engaged in an independently established trade, occupation, or business of the same nature as the Professional Services performed. Professionals are entitled to, and do in fact enter into or intend to enter into contracts for services with other entities, on the Platform or otherwise.

21. **Intellectual Property - Generally**

The User agrees that any and all intellectual property rights of ONCLAIV's Platform or the Services belong to ONCLAIV, including but not limited to database rights, logos, copyright, registered and unregistered design rights, patents, registered and unregistered trademarks and other similar rights, wherever existing in the world, together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set out in ONCLAIV's Platform or the Services are the property of their respective owners.

ONCLAIV is not responsible for any breach by the User nor any other user related to intellectual property. ONCLAIV is not responsible for any claim or dispute arising from intellectual property of the product of the Professional Services.

The User is responsible for making any arrangements or agreements with any other user that the User deems necessary with respect to intellectual property and moral rights concerning any Engagement or Professional Services.

ONCLAIV is not responsible for any breach by the User related to Intellectual Property.

22. Intellectual Property – Professional

The User hereby assigns ONCLAIV the right to use materials submitted by the User for a Professional profile.

In addition to any specific terms set forth by each Engagement, the User agrees that any and all Intellectual Property created or contributed by the User during the performance of any and all Professional Services shall be and remain the exclusive property of the user for which the Professional Services were provided. The User further agrees that the User shall have no right, title or interest therein even though the User may have created or contributed to the creation of any of the Intellectual Property.

The User hereby assigns to the user for which the Professional Services are/were provided any and all right, title and interest that the User may have in and to any such Intellectual Property. The User also agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by a Client Account Holder to effect more fully the transactions contemplated by this assignment.

23. Confidentiality and Proprietary Information

ONCLAIV is not responsible for protecting the User's confidential information or any information that User regards as confidential, proprietary, or trade secrets. The User is responsible for directly arranging for any Professional to execute a Non-Disclosure Agreement or such other agreement with respect to any Engagement for Professional Services, which the User deems fit. The User is solely responsible for choosing to enter into and negotiating such agreements and ONCLAIV makes no representations or warranties with respect to such agreements on behalf of any Professional or user or otherwise.

The User, during the term of this Agreement or any time thereafter, (i) shall not disclose, except as required by law, any confidential information of ONCLAIV or its operations, (ii) shall not remove or cause to be removed from ONCLAIV's servers, platforms or premises any confidential information or other material whatsoever belonging to ONCLAIV for purposes other than for authorized use of the Platform; and (iii) shall not remove or cause to be removed from any other user any confidential information or other material whatsoever belonging to ONCLAIV for purposes other than for authorized use of the Platform under this Agreement.

The User agrees not to retain any copy of such confidential information after the termination of this Agreement or, at any time, for any improper purpose or purpose other than pursuant to this Agreement.

The User will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (1) in confidence to a government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If the User files a lawsuit for retaliation by ONCLAIV for reporting a suspected violation of law, the User may disclose ONCLAIV's trade secrets to the User's attorney and use the trade secret information in the court proceeding if the User (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.

If the User violates this provision during its relationship with ONCLAIV, ONCLAIV may terminate this Agreement without any advance notice. The User acknowledges and agrees that this provision shall survive the termination, for any reason, of this Agreement.

24. No Conflicting Obligations & Termination of Use

The User represents and warrants to ONCLAIV that it is not party to any written or oral agreement with any third party that would restrict its ability to enter into this Agreement or to meet the User's obligations under this Agreement. The User represents and warrants that the User will not, by using ONCLAIV's Services, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favour of any third party. The User acknowledges and agrees that this provision shall survive the termination, for any reason, of this Agreement.

25. Revocation of User's Limited Licence(s) and Termination of Agreement – Generally

If the User commits any Abuse of the Platform or material breach of this Agreement, then ONCLAIV can, for any lawful reason, with immediate effect: withdraw the User's access to the Platform; revoke the User's Limited Licence to hold a Client Account; revoke the User's Limited License to hold a Professional Account; and/or terminate this Agreement.

The User agrees that ONCLAIV may, for any lawful reason, terminate this Agreement at any time without notice or any further payment if the User is in breach of any of the terms of this Agreement or the User's obligation to perform the terms of this Agreement honestly.

In any event, ONCLAIV can, for any lawful reason, by providing thirty (30) days' written notice electronically: withdraw the User's access to the Platform; revoke the User's Limited Licence to hold a Client Account; revoke the User's Limited License to hold a Professional Account; and/or termination this Agreement.

The User acknowledges and agrees that this provision shall survive the termination, for any reason, of this Agreement.

26. Cancellation of Client Account by User

The User may cancel the User's Client Account by providing ONCLAIV with thirty (30) days' advance written notice of cancelation.

27. Arbitration

The Parties agree that any and all disputes related to this Agreement will be addressed through arbitration pursuant to the applicable arbitration act or if none applies then pursuant to the United States of America Federal *Arbitration Act*, subject only to any applicable minimum statutory, federal or state / provincial or local requirement to the contrary. Except for representative claims which cannot be waived under applicable law and which are therefore

excluded from this Agreement, the Parties waive the right to assert, participate in, or receive money or any other relief from any class or collective claims against each other in court, arbitration, or any other proceeding. Each party shall only submit their own individual claims against the other and will not seek to represent the interests of any other person.

28. Governing Law and Principles of Construction

This Agreement shall be governed and construed in accordance with the laws of Delaware, United States of America unless the User is predominantly based in Canada then this Agreement will be governed and construed in accordance with the laws of Ontario and applicable federal laws of Ontario. If any provision in this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

29. Notices

Notices under this Agreement can be delivered by email to the email addresses below.

The User	ONCLAIV Inc.
Attn: As submitted on the Sign Up or Registration process.	Attn: Andrew Manson / Giancarlo Biacchi / Management
Email address: As provided by the User at the time of Registration/Signup	Email address: support@onclaiiv.com

Alternatively, or in addition, notices under this Agreement can be delivered by electronic message to the User via the Platform.

30. Online Content

Statements, opinions, advice, offers, or other information made available through the Services are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. ONCLAIV does not guarantee the accuracy, completeness, or usefulness of any information on the Services and ONCLAIV neither adopts nor endorses, nor is ONCLAIV responsible for, the accuracy or reliability of any statement, opinion, advice, or offer made by any party or User. Under no circumstances is ONCLAIV responsible for any loss or damage resulting from any person's reliance on information or content posted on the Services or transmitted to users.

ONCLAIV reserves the right to monitor materials posted in the public areas of the Platform but has no obligation to do so. ONCLAIV has the right to remove any material, which in ONCLAIV's sole discretion violates any term of this Agreement or the law. ONCLAIV reserves the right to review any messages sent on the Platform to ensure compliance with this Agreement, but such messages will be treated as private to the extent required by applicable law.

31. DISCLAIMERS

ONCLAIV provides the Services on an "as is" basis and grants no warranties of any kind, expressed, implied or statutory, in any communication with ONCLAIV or ONCLAIV's

representatives, or otherwise with respect to the Service. ONCLAIV specifically disclaims any implied warranties of merchantability or fitness for a particular purpose. Further, ONCLAIV does not warrant that the User's use of the Services will be secure, uninterrupted, always available or error-free, or that the Service/Platform will meet the User's requirements or that any defects in the Services will be corrected. ONCLAIV disclaims liability for, and no warranty is made with respect to, connectivity and availability.

Although each User must agree to certain terms and conditions, ONCLAIV cannot guarantee that each User is at least the required minimum age, nor does ONCLAIV accept responsibility or liability for any, communication or other use or access of the Services by persons under the age of 18 in violation of this Agreement. It is also possible that other users (including unauthorized users, or 'hackers') may post or transmit offensive or obscene materials through the Services and that the User may be involuntarily exposed to such offensive or obscene materials. Further, it is possible for others to obtain personal information about the User due to the User's use of ONCLAIV's Service. Those others may use the User's information for purposes other than what the User intended. ONCLAIV is not responsible for the use of any personal information to post or otherwise disclose on the Services or release to others. ONCLAIV disclaims all liability, regardless of the form of action, for the acts or omissions of account holders or other users (including unauthorized users), whether such acts or omissions occur during the use of the Services or otherwise.

32. LIMITATION OF LIABILITY

In no event will ONCLAIV be liable to the User or to any other person for any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of data, loss of programs, cost of procurement of substitute services or service interruptions) arising out of the use of or inability to use the Services, even if ONCLAIV or ONCLAIV's agents or representatives know or have been advised of the possibility of such damages.

Further, ONCLAIV will not be liable for any damages, direct, indirect, incidental and/or consequential, including but not limited to, physical damages, bodily injury or emotional distress.

ONCLAIV does not conduct any reference checks or background checks or otherwise screen users signing up for Professional Accounts or Client Accounts. The User, not ONCLAIV, is responsible for assessing its own competence, qualifications and capacity to accept any Engagement or perform any Professional Services. In addition, the User, not ONCLAIV, is responsible for assessing the competence, qualifications and capacity of any other user to accept any Engagement with or perform any Professional Services for the User.

ONCLAIV does not conduct any inspections of any kind of work sites, locations or premises of the User, any other user or any other person, and is not responsible for assessing the suitability, health and safety of same. ONCLAIV will not be liable for any incident(s) or damages of any kind directly or indirectly related to any visits or meetings at work sites, locations or premises of the User or any other user or any other person. Further, ONCLAIV is not liable for anything related to travel to and from or during and such visits or meetings.

ONCLAIV is not liable for any loss arising out of the use of any method of payment, including but not limited to Pre-Authorised Credit ("PAC") Pre-Authorised Debit ("PAD").

ONCLAIV is not liable for any loss, whether of money (including profit), goodwill, or reputation, or any special, indirect, or consequential damages arising out of the use of ONCLAIV's Service, including, without limitation, damages arising out of the User's communications with and/or

interactions with any other user of the Service, or any individual the User meets via the Service.

Notwithstanding anything to the contrary contained herein, ONCLAIV's liability to the User for any cause whatsoever is hereby waived by the User for any amount beyond USD\$10, inclusive of any and all legal costs and costs in general.

33. RELEASE

In the event that the User has any dispute with any user, the User hereby releases ONCLAIV (and ONCLAIV's officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and actual or consequential damages of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

34. WAIVER AND SEVERABILITY OF TERMS AND INTERPRETATION.

Any failure to exercise or enforce any right or provision of this Agreement by ONCLAIV shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a duly appointed arbitrator to be void, invalid or unenforceable, the parties nevertheless agree that the arbitrator should endeavour to give effect to the parties' intentions as reflected in the provision. In such case, the other provisions of this Agreement shall remain in full force and effect. Wherever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law; however, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

35. INDEMNIFICATION BY USER - CLIENT ACCOUNT

The User agrees to indemnify, hold harmless and defend ONCLAIV and ONCLAIV's officers, directors, employees, agents and third parties harmless, against all claims, liabilities, losses, costs, expenses, fines, penalties, taxes or damages (collectively "Liabilities") asserted by any third party, where such Liabilities result from:

- a) The Professional Services performed, including but not limited to the quality or deficiency of the Professional Services provided;
- b) The User or a Professional committing any dishonest, negligent, tortuous, fraudulent or criminal act or omission in the performance or discharge of its obligations under this Agreement;
- c) The User's breach of any representation or warranty made by the User under this Agreement;
- d) The User's breach of this Agreement;
- e) Any alleged failure of the User, any Professional engaged by the User, or ONCLAIV to pay, deduct or remit any amounts owing in respect of this Agreement including, without limitation, sales taxes (GST / HST / VAT etc.), income taxes, employer health taxes, workers' compensation payments, Employment Insurance premiums, Pension Plan contributions and any other taxes, amounts or expenses;
- f) Any allegation that any materials related to the Professional Services or transmitted via the Services by the User or any Professional engaged by the User infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and

- g) The User's activities in relation to ONCLAIV's Platform.

The indemnity obligations set out in this section of the Agreement are applicable without regard to the negligence of any party, including any indemnified persons. The User acknowledges and agrees that this provision shall survive the termination, for any reason, of this Agreement.

36. INDEMNIFICATION BY USER - PROFESSIONAL ACCOUNT

The User agrees to indemnify, hold harmless and defend ONCLAIV and ONCLAIV's officers, directors, employees, agents and third parties harmless against all claims, liabilities, losses, costs, expenses, fines, penalties, taxes or damages (collectively "Liabilities") asserted by any third party where such Liabilities result from:

- a) The Professional Services performed;
- b) The Professional committing any dishonest, negligent, tortuous, fraudulent or criminal act or omission in the performance or discharge of its obligations under this Agreement;
- c) The User's breach of any representation or warranty made by the User under this Agreement related to the providing or not providing Professional Services;
- d) The User's breach of this Agreement;
- e) The User's alleged failure to pay, deduct or remit any amounts owing in respect of this Agreement including, without limitation, sales taxes (GST / HST / VAT etc.), income taxes, employer health taxes, workers' compensation payments, Employment Insurance premiums, Pension Plan contributions and any other taxes, amounts or expenses;
- f) Any allegation that any materials that the User submits to ONCLAIV or transmits via the Services infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and
- g) The User's activities in relation to ONCLAIV's Platform.

The indemnity obligations set out in this section of the Agreement are applicable without regard to the negligence of any party, including any indemnified person. The User acknowledges and agrees that this provision shall survive the termination, for any reason, of this Agreement.

37. Entire Agreement & Modifications

This Agreement and other policies implemented by ONCLAIV represents the entire agreement between the parties and supersedes all prior oral and written commitments, contracts and understandings with respect to the subject matter herein, notwithstanding any other agreement that may exist between ONCLAIV and the User.

The User agrees that this Agreement may be modified from time to time at the sole discretion of ONCLAIV and the User will be bound by the modified Agreement. ONCLAIV will endeavour to provide two weeks' notice of any material change to this Agreement, however, no such notice is required unless expressly required by an applicable minimum statutory provision. In any event, ONCLAIV will provide some electronic notice of modifications to this Agreement. The User is responsible for reviewing and keeping apprised of all modifications to this Agreement, including by promptly and thoroughly reviewing all notices of modifications, and by reviewing ONCLAIV's webpage as necessary. This Agreement can only be amended by a signatory authorized by ONCLAIV.

38. Miscellaneous

Force Majeure: ONCLAIV will not be liable for any failure nor delay in performance to the extent caused by factors beyond its reasonable control, including, without limitation, labour disputes, fires or other casualties, weather or natural disasters, pandemics, damage to facilities, or the conduct of third parties.

Survival: The provisions set out at articles 32, 33, 34, 35 and 36 shall survive the termination of this Agreement and continue to apply indefinitely.

Assignment: The User cannot assign this Agreement in whole or in part without ONCLAIV's prior written consent. ONCLAIV will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under these Terms and Conditions without the prior written consent of the User. This Agreement is binding upon and endures to the benefit of the Parties and their respective successors and permitted assigns.

Publicity: ONCLAIV may list the User's name on ONCLAIV's marketing materials and website as a customer of ONCLAIV.

Language: This Agreement has been drawn up in English at the request of the Parties.

Severability: If any provision in this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

No Third-Party Beneficiaries: No third party shall receive any benefit from this Agreement and therefore has no legal rights pursuant to this Agreement.

39. **Advice**

The User has had the opportunity to obtain prior independent legal advice and any other advice necessary, prior to executing this Agreement.

40. **Execution of this Agreement**

By using the Platform, the User agrees to all of the terms and conditions of this Agreement. In any event, from time to time, the User may be required to confirm acceptance of the terms and conditions of this Agreement, as may be amended, in another manner. The User's understanding and agreement to the terms and conditions set out in this Agreement is hereby confirmed electronically, by clicking the box to accept this Agreement. In any event, the User agrees to keep apprised of any updates to this Agreement and the User's continued use of the platform constitutes acceptance of any updated version of this Agreement.