

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES.

The terms and conditions stated herein (collectively, this “Agreement”) constitute a legal agreement between you and Kawartha House Keepers Cleaning Services. (hereafter referred to as “Kawartha House Keepers”, “we”, “us”, or “our”) the appropriate entity (the “Company”). By using the Services (collectively, the “Site”), you agree to comply with and be legally bound by the terms and conditions of these Terms of Service (“Terms”), whether or not you become a registered user of the Services (outlined below), and any future amendments and additions to this Agreement as published from time to time at <https://Kawartha House Keepers.ca/terms-and-conditions> or through the Service. Please read carefully these Terms and our Privacy Policy, if you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site. Failure to use the Site in accordance with these Terms may subject you to civil and criminal penalties.

The Company reserves the right to refuse or change a service price in instances where extreme conditions are encountered such as mold, bodily fluids, smoke damage, water damage.

In the event of any concerns arising during the cleaning service, such as cleaned areas, areas inadvertently omitted, or damages identified, we kindly request that you notify us within 48 hours. Your prompt reporting allows us to address and rectify any issues promptly. Regrettably, any reports received beyond this 48-hour timeframe may fall outside the scope of Kawartha House Keepers’s responsibility for investigation, resolution, and potential corrections (partial or complete).

The Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service or Site at any time, effective upon posting of an updated version of this Agreement on the Service or Site. You are responsible for regularly reviewing this Agreement. Continued use of the Service or Software after any such changes shall constitute your consent to such changes. If you require any more information or have any questions about our Terms and Conditions, please feel free to contact us on our contact form at <https://Kawartha House Keepers.ca/contact-us>

The Company checks the backgrounds of cleaning service providers via third party background check services; however, the Company does not guarantee or warrant, and makes no representations regarding, the reliability, quality or suitability of such cleaning service providers. When interacting with cleaning service providers you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you don’t know. By using the Service, you agree to hold the Company free from the responsibility for any liability or damage that might arise out of the transaction involved. NEITHER THE COMPANY NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICE. THE COMPANY AND ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE SERVICE. Please use <https://Kawartha House Keepers.ca/contact-us/> to contact us of any damages and we will work to make things right, when appropriate. Alternatively CALL US DIRECTLY at 705-344-5555 to report immediately.

Representations and Warranties. By using the Service or Site, you expressly represent and warrant that you are legally entitled to enter this Agreement. If you reside in a jurisdiction, which restricts the use of the Service because of age, or restricts the ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not use the Software and Service. Without limiting the foregoing, the Service and Software is not available to children (persons under the age of 18) or others who are not capable of entering into binding contracts. By using the Software or Service, you represent and warrant that you are at least 18 years old and otherwise capable of entering into binding contracts. By using the Software or the Service, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement. Your participation in using the Service and/or Software is for your sole, personal use. You may not authorize others to use your user status, and you may not assign or otherwise transfer your user account to any other person or entity. When using the Software or Service you agree to comply with all applicable laws from the country, province and city in which you are present while using the Software or Service.

You may only access the Site using authorized means. It is your responsibility to check to ensure you download the correct Software for your device. The Company is not liable if you do not have a compatible handset or if you have downloaded the wrong version of the Software for your handset.

By using the Software or the Service, you agree that: You will only use the Service or Software for lawful purposes; you will not use the Service for sending or storing any unlawful material or for fraudulent purposes. You will not use the Service or Software to cause nuisance, annoyance or inconvenience. You will not impair the proper operation of the network. You will not try to harm the Service or Software in any way whatsoever. You will not copy, or distribute the Site or other content without written permission from the Company. You will only use the Site for your own use and will not resell it to a third party. You will keep secure and confidential your account password or any identification provided to you which allows access to the Site. You will provide us with whatever proof of identity the Company may reasonably request. You will only use an access point or data account which you are authorized to use.

Referrals: We put a great deal of time into recruiting, vetting and managing our cleaning staff. This agreement states that you agree to not independently hire any Kawartha House Keepers cleaner unless you pay a one-time referral fee of \$3,000. This amount is due in full immediately upon personal employment of the cleaners, regardless of whether you use them for a recurring or one-time service.

License Grant & Restrictions: The Company hereby grants you a non-exclusive, non-transferable, right to use the Software and Service, solely for your own personal, non-commercial purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by the Company and its licensors.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Software in any way; (ii) modify or make derivative works based upon the Service or the Software; (iii) create Internet “links” to the Service or “frame” or “mirror” any Software on any other server or wireless or Internet-based device; (iv) reverse engineer the Software; (v) access the Software in order to (a) build a competitive product or service,

(b) build a product using similar ideas, features, functions or graphics of the Service or Software, or (c) copy any ideas, features, functions or graphics of the Service or Software, or (vi) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Service or Software.

You may use the Software and Service only for your personal, non-commercial purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or that which violate third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Software or Service or the data contained therein; or (v) attempt to gain unauthorized access to the Software or Service or its related systems or networks.

Payment Terms. Any fees which the Company may charge you for the Service are due immediately upon completion of your cleaning. Refunds may only be applied at the discretion of our Customer Service agents and is applied regardless of your decision to terminate your usage, the Company's decision to terminate your usage, disruption caused to our Software or Service either planned, accidental or intentional, or any reason whatsoever. The Company reserves the right to determine final prevailing pricing – Please note the pricing information published on the website may not reflect the prevailing pricing.

The Company, at its sole discretion, make promotional offers with different features and different rates to any of our customers. These promotional offers, unless made to you, shall have no bearing whatsoever on your offer or contract. The Company may change the fees for our Service as we deem necessary for our business. We encourage you to check back at our website periodically if you are interested about how we charge for the Service.

Intellectual Property Ownership. The Company alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Software and the Service. To the extent you provide any suggestions, ideas, enhancement requests, feedback, and recommendations or other information regarding the Service or Software, you hereby assign to the Company all right, title and interest thereto. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Software or the Service, or any intellectual property rights owned by the Company. The Company name, the Company logo, and the product names associated with the Software and Service are trademarks of the Company or third parties, and no right or license is granted to use them.

Termination: The Company reserves the right to (i) modify or discontinue, temporarily or permanently, the Service (or any part thereof) and (ii) refuse any and all current and future use of the Service, suspend or terminate your account (any part thereof) or use of the Service, for any reason, including if the Company believes that you have violated this Agreement. The Company shall not be liable to you or any third party for any modification, suspension or discontinuation of the Service. The

Company will use good faith efforts to contact you to warn you prior to suspension or termination of your account by the Company.

Disclaimer of Warranties: THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR SOFTWARE. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE OR SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE OR SOFTWARE (INCLUDING ANY CLEANING SERVICES) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE (INCLUDING ANY CLEANING SERVICES) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE SERVICE OR SOFTWARE WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND SOFTWARE IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE COMPANY. THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES, PRODUCTS OR GOODS OBTAINED BY THIRD PARTIES THROUGH THE USE OF THE SERVICE OR SOFTWARE. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SOFTWARE AND SERVICE, AND ANY THIRD PARTY SERVICES OR PRODUCTS, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Network Delays: THE COMPANY'S SERVICE AND SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, TELECOMMUNICATIONS NETWORKS AND ELECTRONIC COMMUNICATIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Limitation of Liability: IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL THE COMPANY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). THE COMPANY AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BY NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANYWAY CONNECTED WITH THE SERVICE OR SOFTWARE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE OR SOFTWARE, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY

SERVICE PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED BY THE SERVICE OR SOFTWARE, EVEN IF THE COMPANY AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

These Terms of Use and any dispute between you and Kawartha House Keepers Cleaning Services shall be governed by the laws of the province of Ontario without regard to principles of conflicts of law.

BY USING THE SITE OR SERVICES IN ANY WAY, YOU AGREE THAT ANY CLAIM OR CONTROVERSY ARISING OUT OF THE USE OF THE SITE OR SERVICES OR RELATING TO AN ALLEGED BREACH OF THE TERMS OF USE SHALL BE SETTLED EXCLUSIVELY BY BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND ANY CLAIMS BETWEEN YOU AND KAWARTHA HOUSE KEEPERS AND YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. CLAIMS AND CONTROVERSIES MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND MAY NOT BE CONSOLIDATED WITH ANY OTHER CLAIMS OR CONTROVERSIES. JUDGMENT ON THE ARBITRATION AWARD MAY BE ENTERED INTO ANY COURT HAVING JURISDICTION IN KAWARTHA LAKES, ONTARIO. YOU OR KAWARTHA HOUSE KEEPERS MAY SEEK ANY PRELIMINARY OR INTERIM RELIEF FROM A COURT OF COMPETENT JURISDICTION IN KAWARTHA LAKES, ONTARIO THAT IS NECESSARY TO PROTECT THE RIGHTS OF PROPERTY PENDING THE COMPLETION OF ARBITRATION. ANY PROCEEDING REQUIRED TO ENFORCE THIS ARBITRATION AGREEMENT MAY BE COMMENCED IN ANY COURT OF COMPETENT JURISDICTION. IN THE EVENT THAT THIS AGREEMENT IS HELD TO BE UNENFORCEABLE, ANY LITIGATION AGAINST KAWARTHA HOUSE KEEPERS MAY BE COMMENCED ONLY IN FEDERAL OR PROVINCIAL COURTS LOCATION IN KAWARTHA LAKES, ONTARIO AND YOU HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF THOSE COURTS FOR SUCH PURPOSES. BY USING THE SERVICE OR SOFTWARE, YOU AGREE THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS AGREEMENT ARE REASONABLE. IF YOU DO NOT THINK THEY ARE REASONABLE, YOU MUST NOT USE THE SERVICE OR SOFTWARE.

General: No joint venture, partnership, employment, or agency relationship exists between you, the Company or any third party provider as a result of this Agreement or use of the Service or Software. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of the Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in writing. This Agreement comprises the entire agreement between you and the Company and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and the Company regarding the subject matter contained herein.

Other Parties: You accept that, as a corporation, the Company has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against the Company's officers or employees in respect of any losses you suffer in connection with the Service or Software. Without prejudice to the foregoing, you agree that the limitations of warranties and liability set out in this Agreement will protect the Company's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as the Company. Breaches of these terms and conditions. Without prejudice to the Company's other rights under

these terms and conditions, if you breach these terms and conditions in any way, the Company may take such action as the Company deems appropriate to deal with the breach, including suspending your access to the Service or Software, prohibiting you from accessing the Service or Software, blocking computers using your IP address from accessing the Service or Software, contacting your internet service provider to request that they block your access to the Service or Software and/or bringing court proceedings against you.

PRIVACY POLICY: Your privacy is very important to us. Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information. The following outlines our privacy policy. Before or at the time of collecting personal information, we will identify the purposes for which information is being collected. We will collect and use of personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law. We will only retain personal information as long as necessary for the fulfillment of those purposes. We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned. Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date. We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification. We will make readily available to customers information about our policies and practices relating to the management of personal information. We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.