

## **Curasion Terms of Service**

### **1. Introduction**

These Curasion Terms of Service (the “Terms”) govern your access to and use of the Curasion Inc. (“Curasion”, “we” or “our” or “us”) platform accessed through all websites within the curasion.com domain and any other domains used to deliver this platform (the “Site”), the services you may access and use through the Site (the “Services”). The Site and Services are collectively referred to as “Offerings” and these Terms are between you and Curasion only. You may use our Offerings as: (a) a job seeker to assist with searching for and securing a contract for a job (in this case “you” in these Terms will refer to “Contractors” or a “Contractor”); (b) a company to post contract job opportunities and recruit Contractors (in this case “you” in these Terms will refer to “Companies” or a “Company”); and (c) a staffing vendor to assist with providing a pool of Contractors that may meet the hiring criteria of Companies (in this case “you” in these Terms will refer to “Staffing Vendors” or a “Staffing Vendor”). Please carefully read these Terms before accessing and using the Offerings. Should you have any questions about these Terms, please contact us at [support@curasion.com](mailto:support@curasion.com). By using the Offerings you (“you” and “your”) agree to be bound by these Terms.

The Offerings are not intended for use by children under the age of 18 years of age. By using the Offerings or by clicking the appropriate acceptance button, you are agreeing that you are at least 18 years old and that you are agreeing to these Terms and our Privacy Policy which can be found at [www.curasion.com](http://www.curasion.com).

You may use the Offerings only in compliance with these Terms. You may use the Offerings only if you have the power to form a contract with Curasion and are not barred under any applicable laws from doing so. The Offerings may continue to change over time as we refine and add more features. You understand that we are not obligated to provide you or make available to you any updates or upgrades to the Offerings. We may stop, suspend, or modify the Offerings at any time without prior notice to you. We may also remove any features and content from our Offerings at our discretion. We will provide to you standard Curasion basic email and website support services from 9am ET to 5pm ET Monday to Friday (except where any such days occur on any provincial or federal statutory holiday observed in the Province of Ontario, Canada) at no additional charge and/or upgraded support services if commercially available and purchased by you from us.

### **2. Content and Reports**

All users of the Offerings provide us with information that includes, without limitation, login credentials, your name, email address, and phone number (collectively, “All Users Content”).

When a Contractor uses the Offerings, you may provide us with location information about where you are willing to work and engagement information such as your past work experience, desired billing rate, preferred language, title, availability to work, where willing to work, overview of resume, resume itself, skills, years of experience, expertise level for each skill, and a picture of yourself (collectively “Contractors Content”).

When a Company uses the Offerings, you may provide us with information about the location of available jobs, the talent pool needs you have in terms of types of jobs you need to hire for and types of Contractors you are looking for, and information about the jobs themselves, such as, job titles, description of jobs, start and end dates of jobs (if applicable), when you need the Contractors, the location of the jobs, the ideal skills of the Contractors, and the billing rate range you are willing to pay the Contractors (collectively “Companies Content”).

When a Staffing Vendor uses the Offerings, you may provide us with information about a pool of Contractors looking for work that may fit the hiring criteria of Employers. The information you provide about Contractors will be their name and email address (collectively “Staffing Vendors Content”).

For the purposes of these Terms, All Users Content, Contractors Content, Companies Content, and

Staffing Vendors Content shall be referred to as “Content”.

While we may store, maintain, and provide you a copy of the Content you provide to us, data related to your past job searches, or job postings, or Contractors you submitted to the Offerings (as the case may be and collectively the “Reports”), we have no obligation to store, maintain, or provide you a copy of the Content and Reports. You are responsible for the Content and Reports that may be lost or unrecoverable through your use of the Offerings. We encourage you to archive the Content and Reports regularly and frequently.

When you access and use the Offerings, we may collect personal information. Our Privacy Policy which can be found at

[www.curation.com](http://www.curation.com) and is incorporated into these Terms by reference, sets out what information we collect, how we use it, and to whom we disclose it.

You are solely responsible for your conduct, Content, your activities and the content of your activities on the Offerings, and your communications with others while using the Offerings. If you want continued access to certain Content, Reports, the content of your activities on the Offerings, and your communications with others while using the Offerings, we recommend you save, store, and backup this information.

You acknowledge that we have no obligation to monitor the Content, Reports, or any information on the Offerings, however, we may do so for the purpose of improving or enhancing the Offerings. We are not responsible for the accuracy, completeness, appropriateness, or legality of the Content, Reports, or any other information you may be able to access using the Offerings.

### **3. Sharing Content and Reports**

The Offerings may provide features that allow you to share the Content and Reports with others. There are many things that users may do with Content and Reports (including, copying and sharing it). Please consider carefully what you choose to share. Curation has no responsibility for any of that activity.

### **4. Your Responsibilities**

Please do not upload, copy, download, or share Content and Reports unless you have the right to do so. You, not Curation, will be fully responsible and liable for what you analyse, copy, share, upload, download, or otherwise use while using the Offerings. You must not import or upload spyware or any other malicious software to the Offerings.

You, and not Curation, are responsible for maintaining all of the Content, Reports, and content of your activity on the Offerings. Curation will not be liable for any loss or corruption of the Content, Reports, the content of your activity on the Offerings, or for any costs or expenses associated with backing up or restoring any of the Content, Reports, and your content of your activity on the Offerings.

If your contact information, or other information related to your account, changes, you must notify us promptly and keep your information current.

### **5. Account Security**

You are responsible for safeguarding the password that you use to access the Offerings and you agree not to disclose your password to any third party. You are responsible for any activity using your account, whether or not you authorized that activity. You should immediately notify Curation of any unauthorized use of your account. You acknowledge that if you wish to protect your transmission of data to Curation, it is your responsibility to use a secure encrypted connection to communicate with Curation and the Offerings.

### **6. Curation Property and Feedback**

All information, material, and services available through the Offerings, and provided by or through Curation, its affiliates, subsidiaries, employees, agents, third party providers, licensors, or other

commercial partners including, but not limited to, Content, Reports, the content of your activity on the Offerings, the job postings, design of and "look and feel," layout, images, photographs, graphics, messages, interactive and instant messaging, design and functions, files, and documents, whether publicly posted or privately transmitted as well as all derivative works thereof (collectively, the "Materials"), are owned by us or other parties that have licensed their material or provided services to us, and are protected by copyright, trademark, trade secret and other intellectual property laws. All Curasion trademarks and service marks, logos, slogans and taglines are the property of Curasion. All other trademarks, service marks, logos, slogans and taglines are the property of their respective owners. Except as otherwise specifically provided herein, nothing should be construed as granting any license or right to use any trademarks, service marks, logos, slogans or taglines displayed on Curasion without our express written permission, or the express written permission of the third-party that owns the trademark, service mark, logo, slogan or tagline.

Subject to these Terms and any additional terms and conditions you may agree to with us, Curasion hereby grants you a limited, revocable, non-transferable and non-exclusive license to use the Materials provided by Curasion to the extent, and only to the extent, necessary to access and use the Offerings in accordance with these Terms. This license does not permit you, and you agree not to: import, store, copy, reproduce, republish, modify, upload, post, translate, scrape, rent, lease, loan, sell, distribute, transfer, transmit, display, decompile, reverse engineer, reverse assemble, decipher or otherwise attempt to discover any programming code or any source code used in or with the Materials or otherwise distribute in any way the Materials other than as specifically permitted in these Terms. You may not sell, assign, sublicense, grant a security interest in or otherwise attempt to transfer any right in the Materials, create derivative works based on or in any manner commercially exploit the Materials, in whole or in part, other than as expressly permitted in these Terms. Any use of the Materials for any purpose other than as specifically permitted herein or without our prior written consent or the prior written consent of our licensors, as applicable, is expressly prohibited. We reserve all rights not expressly granted in these Terms.

These terms do not grant you any right, title, or interest in the Offerings, Materials, or the content in the Offerings. While we appreciate it when users send us feedback, please be aware that we may use any feedback, comments, or suggestions you send us or post in our forums without any obligation to you and you hereby grant us a worldwide, perpetual, irrevocable, royalty-free license to reproduce, display, perform, distribute, publish, modify, edit or otherwise use such feedback as we deem appropriate, for any and all commercial and/or non-commercial purposes, in our sole discretion.

## **7. Curasion Acceptable Use Policy**

You agree not to misuse the Offerings and/or Materials.

For example, you must not, and must not attempt to, use the Offerings and/or Materials to do the following things:

- Modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Offerings and/or Materials;
- Reverse engineer, disassemble, or decompile the Offerings and/or Materials (in whole or in part) or apply any other process or procedure to derive the source code of the Offerings and/or Materials and any software included in the Offerings and/or Materials;
- Access or use the Offerings and/or Materials in a way intended to avoid incurring fees;
- Resell or sublicense the Offerings;
- Probe, scan, or test the vulnerability of any system or network;
- Breach or otherwise circumvent any security or authentication measures;
- Access, tamper with, or use non-public areas of the Offerings, shared areas of the Offerings you have not been invited to, and Curasion (or our third party providers') computer systems;
- Interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Offerings;
- Plant malware or otherwise use the Offerings to distribute malware;
- Access or search the Offerings by any means other than our publicly supported interfaces (for

example, you agree that you will not utilize “scraping” technology to access or search the Offerings);

- Send unsolicited communications, promotions or advertisements, or spam;
- Send altered, deceptive or false source-identifying information, including “spoofing” or “phishing”;
- Publish or share anything that is deceptive, fraudulent, misleading, or infringes another’s rights or intellectual property, or otherwise infringe or misappropriate the intellectual property rights of another;
- Impersonate or misrepresent your affiliation with any person or entity;
- Publish, import, upload, or share anything or make inappropriate requests that are pornographic or indecent, obscene, sexual or sexually suggestive, offensive, threatening, or that advocate bigotry, religious, racial or ethnic hatred; and
- Violate the law in any way, or to violate the privacy of others, or to defame others.

## **8. Other Content**

The Offerings may contain links to or permit the use of third party websites. Curation does not endorse and is not responsible or liable for their availability, accuracy, the related content, products, or services. You are solely responsible for your use of any such websites and you may be subject to any applicable third party terms and conditions.

## **9. Term**

The term of these Terms will commence on the date you agree to these Terms, or if earlier, when you use any of the Offerings and will continue for twelve (12) months (the “Initial Term”). Thereafter these Terms will automatically renew for successive one (1) year terms (each a “Renewal Term”) unless either party notifies the other at least ten (10) days prior to the expiration of the Initial Term or the then Renewal Term or either party terminates these Terms in accordance with these Terms. The Initial Term and each Renewal Term are collectively referred to as the “Term”.

## **10. Fees**

If a Company hires a Contractor, a Contractor agrees to enter the time the Contractor worked for the Company into the applicable vendor management system in order for the Contractor to be paid by the Employer. The recording of time and payment of funds to various parties happens at the discretion of the Client often within third party technologies and services and through relationships that a Company has with a vendor management system and a vendor of record. That being said, if a Company hires a Contractor that the Company found through using the Offerings, the Company agrees to indirectly pay Curation a fee for each hour worked by the Contractor that was hired and/or a monthly platform fee, if the Contractor was submitted into the Offerings by a Staffing Vendor, the Company agrees to indirectly pay the Staffing Vendor a percentage of the billing rate for each hour worked by the Contractor. We will inform a Company when a Contractor hired was sourced into the talent pools by a Staffing Vendor or by the Company. Payments due before the termination of these Terms will still be payable by Companies at the time of such termination.

## **11. Termination**

Though we would much rather you stay, you can stop using our Offerings by following the termination procedures. We reserve the right to suspend or end the Offerings at any time, without penalty, with or without cause, and with or without notice. For example, we may suspend or terminate your use if you are not complying with these Terms, or use the Offerings in any way that would cause us legal liability or disrupt others’ use of the Offerings. If we suspend or terminate your use, we will try to let you know in advance by using the contact information in your account and help you retrieve data within 5 days of the suspension or termination, though there may be some cases (for example, repeatedly or flagrantly violating these Terms, a court order, or danger to other users) where we may suspend immediately without notice to you. Upon termination of these Terms, you agree to cease accessing and

using the Offerings.

## **12. Curasion is Available “AS-IS”**

Though we want to provide a great service and we use a hosting service provider which provides our storage space for our Offerings, there are certain things about the Offerings we cannot promise. For example, THE OFFERINGS AND MATERIALS ARE PROVIDED “AS IS”, “AS AVAILABLE”, AT YOUR OWN RISK, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY AND APPROPRIATENESS OF THE CONTENT AND ALL ACCOMPANYING DATA. WE WILL NOT BE HELD RESPONSIBLE FOR INACCURATE INFORMATION AND ANY POTENTIAL DAMAGES CAUSED BY SUCH INACCURACIES. YOU FURTHER UNDERSTAND THAT WE MAY NOT MAINTAIN COPIES OF CONTENT, REPORTS, FILES, FOLDERS, MATERIALS, OR DOCUMENTS THAT ARE USED, CREATED, OR SENT BY YOU AND THAT YOU ARE SOLELY RESPONSIBLE FOR BACKING UP CONTENT, REPORTS, FILES, FOLDERS, MATERIALS, AND DOCUMENTS. WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Curasion will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Offerings and/or Materials. Some jurisdictions do not allow the types of disclaimers in this paragraph, so they may not apply to you.

FURTHER, WE AND OUR AFFILIATES, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNS, THIRD PARTY PROVIDERS, LICENSORS, AND SUPPLIERS MAKE NO REPRESENTATION OR WARRANTIES THAT THE OFFERINGS AND/OR MATERIALS ARE APPROPRIATE OR AVAILABLE FOR USE IN ALL GEOGRAPHIC LOCATIONS. IF YOU USE THE OFFERINGS AND/OR MATERIALS OUTSIDE CANADA, YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS, INCLUDING WITHOUT LIMITATION EXPORT, IMPORT, AND USE LAWS AND REGULATIONS OF OTHER COUNTRIES. NEITHER CURASION NOR ANY THIRD PARTY PROVIDERS, PARTNERS OR AFFILIATES WARRANT THAT THE SITE, ITS SERVERS, THE MATERIALS, OR THE OFFERINGS OR ANY E-MAIL SENT FROM THE SITE OR ANY THIRD PARTY PROVIDERS, PARTNERS, OR AFFILIATES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

## **13. Exclusive Remedy**

IN THE EVENT OF ANY PROBLEM WITH THE OFFERINGS AND/OR MATERIALS, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IS TO CEASE USING THE OFFERINGS AND/OR MATERIALS. UNDER NO CIRCUMSTANCES SHALL CURASION, ITS AFFILIATES, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNS, THIRD PARTY PROVIDERS, LICENSORS, AND SUPPLIERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND REPRESENTATIVES BE LIABLE IN ANY WAY FOR YOUR ACCESS AND USE OF THE OFFERINGS AND/OR MATERIALS AVAILABLE ON OR THROUGH THE OFFERINGS, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS, ANY INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF, OR RELATED TO, THE USE OF THE OFFERINGS AND/OR THE MATERIALS AVAILABLE ON OR THROUGH THE OFFERINGS. Certain jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you.

## **14. Indemnification**

You agree to indemnify, hold harmless, and defend us, our affiliates, subsidiaries, agents, successors, assigns, third party providers, licensors, and suppliers, and each of their respective officers, directors, employees, and representatives (collectively "Indemnified Parties") from and against any and all liability, loss, claim, damages, expense, or costs (including but not limited to lawyers' fees), incurred by or made against the Indemnified Parties in connection with any claim arising from or related to (i) your access and use (or the access and use by anyone through your account) of the Offerings and/or Materials; (ii) your interaction with other users of the Offerings; and (iii) any breach or violation of these Terms by you or anyone utilizing your account. You agree to fully cooperate at your expense as reasonably required by

an Indemnified Party. Each Indemnified Party may, at its election, assume the defense and control of any matter for which it is indemnified hereunder. You shall not settle any matter involving an Indemnified Party without the consent of the applicable Indemnified Party.

#### **15. Limitation of Liability**

WE AND OUR AFFILIATES, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNS, THIRD PARTY PROVIDERS, LICENSORS, AND SUPPLIERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND REPRESENTATIVES ARE NOT LIABLE TO YOU OR ANY OTHER PERSON FOR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR COMPUTER OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH ACCESS AND USE OF THE OFFERINGS AND/OR MATERIALS AVAILABLE ON OR THROUGH THE OFFERINGS, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MALPRACTICE OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU HEREBY RELEASE US AND OUR AFFILIATES, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNS, THIRD PARTY PROVIDERS, LICENSORS, AND SUPPLIERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND REPRESENTATIVES AND HOLD US AND OUR AFFILIATES, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNS, THIRD PARTY PROVIDERS, LICENSORS, AND SUPPLIERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND REPRESENTATIVES HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE (INCLUDING, WITHOUT LIMITATION, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT OR SPECIAL DAMAGES ), KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE OFFERINGS AND/OR MATERIALS AVAILABLE ON OR THROUGH THE OFFERINGS. YOU HEREBY WAIVE THE PROVISIONS OF ANY JURISDICTION OR LOCAL LAW LIMITING OR PROHIBITING A GENERAL RELEASE. IN ANY CASE, OUR AND OUR AFFILIATES, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNS, THIRD PARTY PROVIDERS, LICENSORS, AND SUPPLIERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND REPRESENTATIVES AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO 10% OF THE FEES THE APPLICABLE COMPANY PAID US IN THE 3 MONTHS PRECEDING THE CLAIM FOR FINDING CONTRACTORS THROUGH THE OFFERINGS.

#### **16. Modifications**

We may revise these Terms from time to time by providing you with reasonable notice of the change either electronically or by posting notice of the change on the Site. Your acceptance to the amended Terms of Service by clicking on the appropriate button, will indicate your acceptance to the new Terms of Service. Any changes will be effective only after the effective date of the change and will not affect any dispute arising prior to the effective date of the change. The most current version of the Terms of Service will always be posted on the Site. If you have an account with us, we may (but are not required to) provide you with notice via the email address that we have on file for you that we have changed these Terms. As you know, sometimes there are issues with email communication. We are not responsible if any email notice gets caught by your email filters and you do not see it, if you have given us the wrong email address (or failed to update your address) or if there are other communications issues that prevent email from reaching you. If you do not agree to the new Terms of Service, please stop accessing and using the Offerings.

We may also, in the future, offer updates, upgrades, or services through the Offerings. Any new updates, upgrades, or services will be subject to these Terms and any additional terms that accompany such new updates, upgrades, or services.

#### **17. Miscellaneous Legal Terms**

These Terms shall be governed by and construed under the laws of the Province of Ontario, Canada. Each party hereto irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts of the Province of Ontario, Canada. The parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to these Terms and agree that any proceeding must be brought in and remain in the courts located in the City of Toronto, Ontario. These Terms constitute the entire and exclusive agreement between you and Curation with respect to the Offerings, and supersede and replace any other agreements, terms and conditions applicable to the Offerings. These Terms create no third party beneficiary rights. Curation's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the Terms will remain in full effect. You may not assign any of your rights in these Terms, and any such attempt is void, but Curation may assign its rights to any of its affiliates or subsidiaries, or as part of a sale of all or part of the business or undertaking of Curation. A printed version of these Terms and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Curation and you are not legal partners or agents; instead, our relationship is that of independent contractors. Notwithstanding the termination or expiration of these Terms for any reason, Sections 2, 3, 4, 5, 6, 8, 10, 11, 12, 13, 14, 15, 16, and 17 of these Terms shall survive any such termination or expiration.