



TERMS OF USE AND PRIVACY POLICY

1.0 GENERAL

- 1.1 This Agreement is made between 2396857 ONTARIO INC., operating as Halton Region Contractors at www.haltoncontractors.ca (hereinafter referred to as "Provider") and any persons using any service provided by the Provider (hereinafter referred to as "User") on this Website (hereinafter referred to as "Website") or otherwise. By accessing and using this Website, you agree to and are legally bounded by each of the terms and conditions set forth herein as the Terms of Use and Privacy Policy (hereinafter referred to as "Terms").
- 1.2 If you do not accept these Terms stated here without modification, you may not use the services provided by the Provider.
- 1.3 The Provider reserves the right to modify the Terms at any time without giving you prior notice. Your use of the Website following any such modification constitutes your agreement to follow and be bound by the Terms as modified. The date of last Terms update is located at the bottom right corner of this agreement.
- 1.4 The Provider agrees to provide a directory type services to the User. There shall be three types of Users: Non-Members (visitors to the website with limited access to directory features and information); Members (residents of the region seeking service by a contractor in the Provider's directory using the membership benefits) and Contractors (contractors providing service through the Provider's directory, whether past, current or future subscribers).
- 1.5 These Terms of Use may be updated from time to time without notice and the Users hereby agree it is their sole responsibility to ensure they are aware of changes, understand them and agree to them.
- 1.6 In the situation whereas the governing Court deems any of the Terms of this Agreement unenforceable or otherwise, only those particular Terms shall be deemed void or amended accordingly, whilst the remainder of this Agreement shall remain in full enforcement.
- 1.7 The Provider reserves the right to terminate access to any User, if he is deemed as not abiding by the Terms included herein whether in the past or present, at the Provider's sole discretion.

2.0 NON-MEMBER USE

- 2.1 Non-members of the Provider's directory service accept the same Terms of Use as Members except for the additional privileges the Provider's website automatically requires registration for.

- 2.2 Non-members will not have the privilege of any privileges the Provider may offer to Members only from time to time.
- 2.3 The Non-Member agrees and shall not to hold liable, pursue any legal action whatsoever or otherwise disrepute the Provider, its directors, officers, agents, employees, affiliates, partners, consultants or similar pertaining to any services provided by the Provider, Contractors or other Users of the website, or under any other unforeseen circumstances.

3.0 MEMBER USE

- 3.1 Members may use the directory service of the Provider at no cost to them.
- 3.2 In order to access the features available, members must create an account, providing personal information including, but not limited to full name, telephone number, address and email address.
- 3.3 Members agree that no false information shall be provided by them to the Provider at any time, including, but not limited to Member's contact information, project description, intent to hire a contractor and reviews. Any submission of false or fraudulent information may result in membership cancellation without notice.
- 3.4 At the time of registration for the account, Member must agree to Terms and Conditions of use.
- 3.5 The provider shall not sell or otherwise share the Member's personal information with any 3rd parties without such authorization by the Member.
- 3.6 The provider may contact the Member from time to time requesting feedback, offering promotions, or for any other reason pertaining to the services provided by the Provider at the time of registration or in the future.
- 3.7 The Provider shall ensure reasonable measures are taken to advertise only such Contractors in its directory who have satisfactory or higher rating of performance. The Provider will ensure the required information such as applicable licenses, proof of business registration, references, proof of insurance and/or other applicable documentation is collected and verified prior to having the Contractor listed in the Provider's directory. Once the Contractor is listed in the Provider's directory, only Members may provide ratings and reviews of the Contractor's performance. A registration by a Member is required in order to provide rating and/or review.
- 3.8 The Provider offers the Member an opportunity to request quotations for any projects or similar work required. The Member agrees not to request quotations for, or otherwise perform any work on any properties the Member does not have an authority on. The Provider shall not be held liable for any such misuse of authority.
- 3.9 The Member agrees to conduct himself/herself professionally while using the Provider's services and that no profane, vulgar or other unacceptable language may be used in any ratings or reviews. Such reviews shall be removed by the Provider and Member's membership may be cancelled.
- 3.10 Any misuse of the Provider's directory by the Member may cause suspension or deletion of the Member's account, at Provider's discretion, without cause and/or without notice.
- 3.11 The Member understands and agrees that the Provider is not liable for any Contractor's conduct, performance, workmanship or similar. The Provider is merely a directory service striving to provide a directory of various home services based on the reviews provided by the Members.

- 3.12 Success of each Contractor in the Provider's directory relies on the reviews provided by the Members. Each review provided is pending approval of the Provider to ensure credibility and appropriate language. If false information is provided by the Member, the review may not be posted and Member's membership may be cancelled.
- 3.13 The Member may choose to delete his/her account at any time, for whatever reason. The reviews provided by the Member during the membership period and prior to deletion of the account are and shall remain property of the Provider and used at its sole discretion.
- 3.14 The Member agrees and shall not to hold liable, pursue any legal action whatsoever or otherwise disrepute the Provider, its directors, officers, agents, employees, affiliates, partners, consultants or similar pertaining to any services provided by the Provider, Contractors or other Users of the website, or under any other unforeseen circumstances.

4.0 CONTRACTOR USE

- 4.1 The Provider offers to the credible Contractors an opportunity to be listed in the Provider's directory of contracting and professional services (hereinafter referred to as "Subscription").
- 4.2 The Contractor agrees that by signing up for Subscription on Provider's website, it will service all and any parts of the Halton Region by providing estimates/quotations and work as accepted by the other Users of the Provider's website.
- 4.3 The Contractor agrees that the full application (signed by the person who has the authority to bind the Corporation or other type of business), 2-3 references, proof of WSIB insurance, payment of fees for the membership chosen and any other information required by the Provider, is mandatory to be provided prior to the Contractor appearing in the directory.
- 4.4 If the Contractor's services are of a licensed trade as per applicable laws and regulations of Ontario and/or Canada, the Contractor agrees to provide proof of same to the Provider at the time of filing an application.
- 4.5 The Contractor may choose to provide proof of insurance to the Provider. The Provider may choose to advertise the Contractor is insured, bonded and similar in its directory.
- 4.6 The Contractor further agrees that the Provider may verify all and any information provided by the Contractor as part of the application or renewal process.
- 4.7 Upon approval of initial Subscription, the Contractor may choose to have the subscription renewed automatically once the payment information is provided to the Provider. Such arrangement shall be made at the time of subscription if permitted by Contractor's means of payment and explicitly authorized by the Contractor. Should the Contractor not require subscription renewal, it is solely the Contractor's responsibility to cancel the automatic renewal arrangement with the Provider no later than 30 days before the existing subscription expires. If the Contractor chooses payment by cheque or money order, it will be the Contractor's responsibility not to have its directory listing expire. Should the listing expire, the Provider bears no responsibility for deletion of Contractor's listing and does not guarantee the availability of advertising spot for the Contractor if re-applying. Should the listing expire, the Contractor's ranking, reviews, and all information submitted prior to the expiration of the listing may be no longer available.
- 4.8 The Subscription starts once the payment has been processed and the listing has been approved by the Provider. It is the Contractor's responsibility to provide the fully completed application and all required supporting documents in order to expedite the listing processing.

- 4.9 The Provider bears no responsibility as to the content of the Contractor's listing. It is the Contractor's responsibility to ensure the accuracy of the information provided, grammar and spelling.
- 4.10 The Contractor may choose to obtain Subscription in multiple categories of the Provider's directory at an additional cost, in order to increase exposure. The Contractor agrees not to advertise its business within a category not applicable to its services.
- 4.11 The Provider allows for a maximum number of Contractors be advertised per each category. Should a particular category of interest to a Contractor be full, the Provider may place the Contractor on a waiting list until a spot becomes available or choose an alternate category suitable to the Contractor's description of its services, at its sole discretion.
- 4.12 The Provider reserves the right to add, amend or rename any categories at its sole discretion, without notice to the Contractor. The Provider reserves the right to combine or remove any categories at its sole discretion, with notice to the Contractor listed in the affected categories.
- 4.13 If the termination of subscription occurs without any fault of the Contractor, the Provider shall offer a refund to the Contractor for any unused days of Subscription, starting with the business day following the termination.
- 4.14 If the termination of Subscription occurs through a fault or misconduct of the Contractor, the Provider reserves the right to terminate the Contractor's Subscription effective immediately and not reimburse the Contractor for any unused portions of the subscription; depending on the severity of the Contractor's misconduct, fault or similar.
- 4.15 The Contractor reserves the right not to renew Subscription at any time. No refunds shall be provided to the Contractor for any unused portions of the subscription if the Contractor chooses to terminate the Subscription before expiry.
- 4.16 The Contractor understands that the Members may or may not request services of the Contractor from time to time. The Provider hereby makes no guarantees as to the success of the Contractor as a result of advertising through the Provider.
- 4.17 If the Contractor provides an estimate or completes any work for any Member, the Member may choose to leave a review for the Contractor on the Provider's website. The Contractor hereby agrees that the Provider will only ensure no profane language is used in the reviews, to the best of its ability. The Contractor will not under any circumstances hold the Provider liable for the content of the review or rating provided. The Provider is merely an advertising service for the Contractor and for the use of the Members.
- 4.18 The Members may choose to provide rating of the Contractor's performance based on various criteria as chosen by the Provider.
- 4.19 The Contractor's ranking within the Provider's service category will be measured by the overall rating within that category compared to all other Contractors listed within same. The ranking of each contractor shall be updated once per month and will project the Contractors' ranking for the previous month.
- 4.20 The Provider may choose at any time to offer additional advertising to the Contractor free of charge without notice to the Contractor. The Provider may choose at any time to offer additional advertising features/options to the Contractor at an extra charge, with Contractor's consent.
- 4.21 The Contractor agrees that once the Contractor's listing is posted in the Provider's directory, its content, including but not limited to any digital media, reviews and statistics become property of the Provider, to be used at its discretion at any time in the future, even if the Subscription is terminated.

4.22 The Contractor agrees and shall not to hold liable, pursue any legal action whatsoever or otherwise disrepute the Provider, its directors, officers, agents, employees, affiliates, partners, consultants or similar pertaining to any services provided by the Provider or the conduct of any Users of its website, or under any other unforeseen circumstances.

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