

TERMS OF SERVICE

THIS AGREEMENT LIMITS MANITOBA POSSIBLE'S LIABILITY TO YOU AND PROVIDES FOR AN INDEMNITY. PLEASE READ CAREFULLY.

THESE TERMS OF SERVICE ("Terms") APPLY WHEN USING MANITOBA POSSIBLE'S CARE POSSIBLE PLATFORM ("The Platform").

1 Background The Platform is an online marketplace connecting people looking for services with people offering services. The Platform helps you to make connections, manage and pay for services, communicate, and share information. The Platform is accessed at www.carepossible.ca.

2 Acceptance By accessing and using The Platform, you agree that you have read, accept, and will use The Platform in accordance with these Terms. These Terms are a legal agreement between you and Manitoba Possible and other Users. If you do not agree to these Terms, you may not use The Platform.

3 Licence to Use As long as you comply with these Terms, Manitoba Possible grants you a limited non-exclusive, revocable, non-assignable, non-transferable and non-sublicensable license to access and use The Platform strictly for your own personal use.

4 Care Possible is a Marketplace The Platform is an online marketplace. Manitoba Possible makes The Platform available for Users to post Listings; to find a match that suits them; and to manage and pay for services they agree between themselves. All service contracts and arrangements for care services are between Users. Manitoba Possible is not a party to those contracts. Manitoba Possible is not a provider of home care or support services and Manitoba Possible has no control over the conduct of Users of The Platform in the provision of such services and disclaims all liability in this regard to the maximum extent permitted by law.

5 Your Risk The Platform is intended to help Users connect and engage with each other. All use is at your own risk. Manitoba Possible cannot and does not control the actions of any person in relation to The Platform including the provision of any Content. Manitoba Possible gives no undertakings, representations, or warranties in relation to any person's conduct or use of The Platform except as expressly contained in these Terms. You agree not to involve, or attempt to involve, Care Possible in any dispute between you and a User or another person as a result of any service, action or omission of a User or another person.

6 Joining Care Possible You must register and create a Platform Account to access certain features of The Platform. You may only have one active Platform Account. You

agree to provide accurate information during the registration process and to update that information to keep it current. The Platform may in its discretion refuse to accept any registration.

7 Account and Passwords You agree to keep your password safe; not to disclose your password to any third party; to take sole responsibility for any activities or actions under your Platform Account (including provision of Content, whether or not authorised by you); and to notify Manitoba Possible immediately of any unauthorised use of your Platform Account.

8 Account Changes The Platform may change, restrict, suspend or terminate your Platform Account and your access to The Platform at its discretion including if any information provided is or becomes inaccurate, fraudulent, deceptive or misleading, or if you do not comply with these Terms. Manitoba Possible is not liable to you for any loss or damage incurred by you or anyone else if it changes, restricts, suspends or terminates your Platform Account. Care Possible may in its sole discretion, issue warnings to you, warn other Users about your actions or alleged actions or take other steps it considers appropriate.

9 Trials Care Possible may in its discretion offer you trial periods to use The Platform. These Terms apply to all trial periods. You may be required to provide your credit card details in order to participate in a trial. You may cancel a trial by providing your request in writing to support@carepossible.ca or contacting us at 204-975-3080.

10 Cancelling Your Care Possible Account You may cancel your Care Possible Account at any time by sending us an email at support@carepossible.ca or contacting us at 204-975-3080. After your Care Possible Account is cancelled, Care Possible does not have any obligation to delete or return to you any Content you have provided on The Platform. You may make a request for erasure by sending us an email at support@carepossible.ca or contacting us at 204-975-3080.

11 Care Possible Access Care Possible may monitor your access to or use of The Platform and may access, use, and disclose any user information or Content for the purposes of: operating and improving The Platform; and monitoring and enforcing compliance with these Terms and applicable laws. Care Possible may, at any time, without prior notice, in its discretion take such action as it considers reasonable for the above purposes.

12 Feedback Care Possible would like User feedback on The Platform. Feedback should be by email or use of other contact details or messaging features on The Platform. All information and ideas in any feedback may be freely used by Care Possible for any purpose and the content and copyright in any feedback will, on receipt by Care

Possible, be the sole property of Care Possible and you assign to Care Possible all intellectual property rights in all feedback you provide to Care Possible.

13 Privacy Care Possible's Privacy Policy (as may be updated from time to time) governs Care Possible's collection and use of your personal information. You and Care Possible will observe the Care Possible Privacy Policy in relation to personal information.

14 User Content You are responsible for all Content you provide for The Platform (your Content) and will ensure your Content complies with these Terms. Care Possible does not assume responsibility for and does not endorse any Content. You should review your Content regularly to ensure it is accurate, lawful and not misleading. You warrant your Content is accurate; you will remove any inaccuracies in your Content; you own or have all rights, licenses and consents necessary to provide your Content; other authorised Users and Care Possible may use your Content in accordance with these Terms; and your Content and all use of your Content as contemplated by these Terms will not infringe anyone's intellectual property rights, privacy, or breach any law.

15 Content Licence You agree that Care Possible may use, and you grant to Care Possible a worldwide, irrevocable, perpetual, non-exclusive, assignable, royalty-free license (with the right to sublicense) for your Content. Care Possible may use your Content for all purposes relating to The Platform including advertising, marketing, commercial and other business purposes in any media or platform without notice or payment.

16 Content Use Content on The Platform may be publicly available, available for Users or certain Users only, or retained on The Platform and unpublished, in each case in Care Possible's discretion. Care Possible may, without prior notice, remove, disable, or otherwise alter access to Content for any reason including Content that Care Possible, in its sole discretion, considers to be objectionable for any reason, in breach of these Terms, or otherwise detrimental or harmful to Care Possible, Users other persons or The Platform. If Care Possible removes or restricts access to Content, it may do so without notice and without liability to you.

17 Background Checks Care Possible encourages all Users to conduct or request to see background or other checks as may be appropriate for the types of services you intend to provide or obtain. Care Possible may provide Services to assist you getting background or other checks. Care Possible provides, at its own cost, Child Abuse Registry and Adult Abuse Registry checks for all Workers. Where a Worker consents to Care Possible obtaining a background check, Care Possible may disclose contents of that check to a Client where Care Possible believes it is necessary to prevent or lessen

serious harm. Care Possible does not warrant the contents or results of background checks and all background checks are provided strictly subject to all terms and conditions contained in the relevant terms of service provided to Care Possible or you from the Department of Families, applicable police service or other relevant agency. Care Possible may, but does not have any obligation to, conduct background checks on any User, including, but not limited to, Clients or Workers.

18 No Endorsement Users are required by these Terms to provide accurate information, and although Care Possible may assist with providing additional checks or processes designed to help verify or check the identities or backgrounds of users, Care Possible makes no representations about and does not confirm or endorse any User in any way.

19 Your Interactions With Other Users You make your own decisions about the identity and suitability of all persons you communicate with, meet, contract with or have any other interaction with on or in relation to The Platform. Care Possible recommends you always exercise care when deciding whether to communicate, meet, contract with or have any other interaction with any other User. Care Possible is not responsible for any damage or harm resulting from your interactions with other Users or persons contacted directly or indirectly through The Platform. You agree not to attempt to impose liability on or seek any legal remedy from Care Possible relating to actions or omissions of other Users or third parties.

20 Harassment You agree you will not contact, harass, or stalk any User of The Platform, or collect or store any personally identifiable information about any user other than for purposes of legitimately transacting on The Platform in accordance with these Terms. If another Care Possible User requests that you do not continue to contact or communicate with them then you will cease to contact or communicate with them.

21 User Conduct You agree not do any of the following in relation to use of The Platform:

- breach any law including, employment, health and safety, immigration or criminal law;
- use, access, copy or store any part of The Platform or Content for any commercial or other purposes not expressly permitted by these Terms;
- register a Care Possible Account on behalf of a person other than you (except where you are legally authorised to do so or do so with their consent);
- impersonate anyone, falsify or misrepresent yourself or your affiliation with anyone;

- provide or transmit any false, misleading or deceptive Content or Content that infringes anyone's intellectual property, privacy or contractual rights; or defame anyone
- transmit, distribute, post or submit any Content relating to any other person without their consent, including photographs personal, financial (credit, debit card or account numbers) or other confidential information;
- use The Platform in connection with the distribution of unsolicited commercial messages ("spam") or advertisements for your services or services of another person;
- provide any Content which is obscene, pornographic or offensive;
- promote discrimination, hatred, harassment or harm against any person or group; be violent or threatening or promote violence or actions that are threatening to any other person; or promote illegal or harmful activities or substances;
- encourage, or assist any person to do any of the above

22 Reporting Misbehaviour If you believe a User is acting or has acted inappropriately, including but not limited to anyone who engages in disturbing, criminal, offensive, violent or sexually inappropriate conduct, you should immediately report such person to the appropriate authorities. Care Possible will cooperate with all authorities as required by law. Reporting any details of inappropriate activities or actions to Care Possible does not require Care Possible to take any action or cause Care Possible to incur any liability to you.

23 Care Possible not responsible for Users Actions You are solely responsible for all of your communications with other users of The Platform and with other persons with whom you communicate or interact as a result of your use of The Platform, including, but not limited to, any other User. You agree to take reasonable precautions in all communications and interactions with other Users of The Platform and with other persons with whom you communicate or interact as a result of your use of The Platform, including, but not limited to, other Users, particularly if you decide to meet them in person regardless of whether such meetings are organised using The Platform. Care Possible expressly disclaims all liability for any act or omission of any member or other third party.

24 User Acknowledgement Users agree that Care Possible does not act as your advisor or agent and you decide entirely in your discretion who you choose to communicate with, interview, meet or hire. As a User you should obtain your own health and safety, employment, financial, tax and insurance advice in relation to your use of The Platform and your legal responsibilities in relation to any services you contract for. Any agreement you enter into with another User is between you and the

User and Care Possible is not a party to it. You acknowledge and agree that you are responsible for your own acts and omissions relating to the use of The Platform and any arrangements you make with other Users.

25 Harvesting Users agree not to use The Platform to solicit, recruit or otherwise seek to procure any Worker to join, or provide service for or through, a third party business or service provider, without Care Possible's prior written approval. A Client may only contact Workers identified or introduced through The Platform for the genuine purposes of obtaining help and services sought under a current Job and otherwise in accordance with these terms. Unless expressly agreed in writing by Care Possible, no User will, in relation to a Listing or Job solicit, encourage, offer, accept or require engagement, employment or other relationships or payment arrangements which have the intent or effect of circumventing the use of Care Possible's visit and payment services on The Platform in accordance with these Terms of Service. Any User who breaches these or related provisions will (in addition to any other action which Care Possible may take, including account suspension or termination), be liable, on demand, to pay Care Possible the amounts Care Possible would have been entitled to charge the User had these Terms of Service been fully complied with in relation to a Job.

26 Clients Using The Platform Clients who create a Listing and find suitable Workers will engage those Workers using the The Platform including the hire, create agreement, manage and payment features of The Platform. All Clients who hire a Worker for a Job agree to use The Platform to schedule and record all Visits by that Worker. Clients agree to pay to Care Possible the funds required to pay Workers for Visits. Care Possible may require those payments to be made in advance of Visits in order to provide certainty of available payment to Workers for scheduled Visits. Care Possible may have arrangements with funders or other organisations which allow certain types of Users to use all or part of the The Platform on special arrangements. Care Possible may publish details of special arrangements on this site.

27 Workers Using The Platform Workers posting a Profile and finding work through the The Platform will engage with Clients using the The Platform including the hire, create agreement, manage and payment features of The Platform. Workers who accept a Job for a Client agree to use The Platform to record Visits for and receive payment from that Client. Workers will not agree to any payment or other arrangement which circumvents the use of The Platform for the provision of services, Visits or payment between the Worker and a Client in relation to a Job.

28 Spirit of Payment Care Possible allows Users to access and use The Platform on the basis that Users will observe the spirit of platform use. The spirit of Platform use includes:

- not offering or accepting a payment for hours worked or Visits outside of The Platform
- properly recording the hours in a Visit (not more or less hours than actually worked)
- not giving another User your contact information (phone number, email address or other) for the purpose of off-Platform services or payments
- not cancelling a Visit that has been completed
- not doing any other action that circumvents the Care Possible Visit or payment system

29 Insurance for Workers Care Possible may provide insurance for Workers as described on the Site from time to time. Insurance coverage is subject to the terms of all relevant policies and to the detailed terms relating to insurance. Insurance is only available to workers where all relevant terms of use (including these terms) are complied with.

30 User Obligations Users, not Care Possible, are solely responsible for their obligations under the service agreements they make with other Users, including payment obligations. Users agree and understand they are responsible for all terms and conditions under those transactions or agreements and they, and not Care Possible, will be responsible for performing the obligations of any such agreements. Care Possible is not a party to such agreements, and Care Possible disclaims all liability in relation to any such agreements.

31 Care Possible Fees Care Possible charges Users Fees for the use of The Platform. Care Possible may set or change the structure, timing and amount of Fees at any time in respect of any User or types of User. Taxes may also be charged in respect of Fees. Fees for use of The Platform will be deducted from amounts paid by or payable to Users and are not refundable. Care Possible will provide clear information and invoices to you for any Fees it charges you, and you agree to pay the amount invoiced.

32 Payments All payments between a Client and Worker in relation to a Job will be made through The Platform. Care Possible will facilitate payment between Users (by credit card, bank payment or otherwise) through Care Possible's selected third party payment agents. You agree Care Possible is not responsible for the validity, security or accuracy of such payments and is not a party to the payment for any services provided by any User to another User. You will comply with any relevant terms of service for such third party payment agents.

33 Payments Between Users As part of Care Possible's features, Users appoint Care Possible to facilitate payments between them and other Users under their service

agreements. In facilitating payments for Users, Care Possible assumes no liability for any obligations, acts or omissions of the paying or receiving User. Care Possible does not itself make or guarantee payments to Users.

34 Taxes Users agree to provide Care Possible with all information reasonably required to comply with Tax laws. Users are solely responsible for keeping the information you provide to us complete and accurate. You agree that you are solely responsible for determining your Tax information, reporting and payment obligations.

35 Ownership The Platform is protected by copyright, trademark, and other laws of Manitoba. You acknowledge and agree that The Platform, including all associated intellectual property rights, are the exclusive property of Care Possible and its licensors. You will not remove, alter, or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying The Platform.

36 Care Possible Branding All trademarks, service marks, logos, trade names and collateral of Care Possible belong to Care Possible and may not be used or reproduced without Care Possible's prior written agreement.

37 Restricted Use You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit The Platform, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Care Possible or its licensors, except for the licenses and rights expressly granted in these Terms.

38 Interference With The Platform Care Possible provides its Platform on the basis it will enjoy reasonable public and online access and Care Possible's business relies on all Users using The Platform for proper purposes. Users agree not to:

- enter any false or misleading information into The Platform;
- damage or interfere with The Platform or negatively impact User access to The Platform;
- access or use any system, The Platform or any Care Possible API to use, expose, or allow to be used or exposed, any Content or any data relating to The Platform that is not publicly displayed or intended to be publically displayed by Care Possible;
- access, use, copy, "scrape," "crawl" or "spider" Content or any data relating to The Platform or create or compile, directly or indirectly, a collection,

compilation, database, directory or similar using Content or any data relating to The Platform;

- access, tamper with, or use non-public areas of The Platform, Care Possible 's computer systems, or the technical delivery systems of Care Possible 's providers; or attempt to probe or test the vulnerability of The Platform, or any Care Possible system or network, or breach any security or authentication measures;
- circumvent any technological measure implemented by Care Possible or any of Care Possible 's providers or any other third party (including another user) to protect The Platform;
- forge any TCP/IP packet header or any part of the header information in any communication, or in any way use The Platform to send altered, deceptive or false source-identifying information;
- re-use or display, mirror or frame any part of The Platform, Care Possible 's name, trademark, logo or other proprietary information, or the layout and design of any page or part of a page;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide The Platform; or
- encourage or assist any person to do any of the above.

39 Links The Platform may contain links to third-party sites or materials. You acknowledge you access those sites and materials at your own risk and choice and Care Possible is not responsible for the accuracy or content of those sites or materials and you agree to use those sites and materials in accordance with and subject to their respective terms of use. The The Platform uses Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to [Google's terms of use](#).

40 No Platform Warranties Care Possible does not warrant that The Platform will meet your requirements, or will be available on an uninterrupted, secure, or error-free basis. The Platform is provided "as is", without warranty of any kind, either express or implied. Without limiting this, Care Possible expressly disclaims any warranties of merchantability or fitness for a particular purpose.

41 No Other Warranties Care Possible makes no warranty regarding the quality of any Content or Users, including the accuracy, timeliness, truthfulness, completeness or reliability of any Content used, seen or otherwise obtained through The Platform. No advice or information, whether oral or written, obtained from Care Possible or through The Platform, will create any warranty not expressly made in these Terms.

42 Advertising Care Possible may allow advertisements and links on The Platform. By allowing advertising, Care Possible does not recommend or endorse advertisers' goods or services, and you agree Care Possible is not responsible for anything promised, said, done or omitted by such advertiser.

43 INDEMNITY YOU AGREE TO INDEMNIFY, CARE POSSIBLE AND ITS RELATED COMPANIES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND KEEP THEM HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL AND ACCOUNTING FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR USE OF THE PLATFORM OR YOUR NON-COMPLIANCE WITH THESE TERMS; YOUR CONTENT; AND YOUR INTERACTIONS WITH ANY USER.

44 EXCLUDED LIABILITY YOU AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING FROM YOUR ACCESS TO AND USE OF THE PLATFORM, ANY CONTACT YOU HAVE WITH OTHER USERS OF CARE POSSIBLE WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. CARE POSSIBLE IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE PLATFORM, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CARE POSSIBLE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET OUT IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

45 LIMITED LIABILITY IF FOR ANY REASON THE EXCLUSIONS FROM LIABILITY IN THESE TERMS DO NOT APPLY, THEN CARE POSSIBLE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SITE OR SERVICES WILL NOT EXCEED THE AMOUNTS YOU HAVE PAID TO CARE POSSIBLE IN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR \$150, WHICHEVER IS THE GREATER. THESE LIMITATIONS OF DAMAGES ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CARE POSSIBLE AND YOU.

46 Force Majeure Care Possible has no liability for non-performance, unavailability or failure of The Platform, or compliance with these Terms ("failures") if the failures arise from any cause reasonably beyond Care Possible's direct control.

47 Amendments Care Possible may, in its sole discretion, change The Platform, these Terms, (including Fees) at any time and without prior notice. If we change these Terms, the change will take effect on the earlier of when we post the change on The Platform or otherwise provide you with notice of the change. By continuing to access or use The Platform after we have posted a change on The Platform or have provided you with notice of a change, you are indicating that you agree to be bound by the changed Terms.

48 Assignment You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Care Possible may assign or transfer these Terms, at its sole discretion, without restriction. These Terms bind the parties, their successors and permitted assigns.

49 Notices Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Care Possible via email (in each case to the address that you provide it) or by posting to The Platform. For notices made by e-mail, the date of receipt will be deemed the date on which the notice is transmitted.

50 GOVERNING LAW THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF MANITOBA AND THE LAWS OF CANADA APPLICABLE THEREIN AND THE USER HEREBY IRREVOCABLY ATTORNS TO THE JURISDICTION OF THE COURTS OF MANITOBA.

51 DISPUTE RESOLUTION UNLESS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, THE DISPUTE RESOLUTION PROCEDURES OF THIS ARTICLE 52 SHALL BE THE EXCLUSIVE MECHANISM TO RESOLVE DISPUTES ARISING UNDER THIS AGREEMENT. THE PARTIES AGREE TO USE THEIR RESPECTIVE BEST EFFORTS TO RESOLVE ANY DISPUTE(S) THAT MAY ARISE REGARDING THIS AGREEMENT. ANY DISPUTE THAT ARISES UNDER OR WITH RESPECT TO THIS AGREEMENT THAT CANNOT BE RESOLVED SHALL IN THE FIRST INSTANCE BE THE SUBJECT OF INFORMAL NEGOTIATIONS BETWEEN THE PARTIES INVOLVED IN THE DISPUTE. THE DISPUTE SHALL BE CONSIDERED TO HAVE ARISEN WHEN ONE PARTY SENDS THE OTHER PARTY(IES) INVOLVED IN THE DISPUTE A WRITTEN NOTICE OF DISPUTE. IN THE EVENT THAT THE PARTIES INVOLVED IN THE DISPUTE CANNOT RESOLVE A DISPUTE BY INFORMAL NEGOTIATIONS, THE PARTIES AGREE TO SUBMIT THE DISPUTE TO MEDIATION. IN THE EVENT THAT THE PARTIES FAIL TO AGREE UPON A MEDIATOR,

THE PARTIES SHALL REQUEST THAT THE ADR INSTITUTE OF MANITOBA APPOINT A MEDIATOR AND THE MEDIATION WILL BE HELD IN WINNIPEG, MANITOBA OR OTHER MUTUALLY AGREED TO VENUE. THE PERIOD FOR MEDIATION SHALL COMMENCE UPON THE APPOINTMENT OF THE MEDIATOR AND SHALL NOT EXCEED SIXTY (60) DAYS, UNLESS SUCH TIME PERIOD IS MODIFIED BY WRITTEN AGREEMENT OF THE PARTIES. THE DECISION TO CONTINUE MEDIATION SHALL BE IN THE SOLE DISCRETION OF EACH PARTY INVOLVED IN THE DISPUTE. THE PARTIES WILL BEAR THEIR OWN COSTS OF THE MEDIATION. THE MEDIATOR'S FEES SHALL BE SHARED EQUALLY BY ALL PARTIES INVOLVED IN THE DISPUTE. IF THE PARTIES CANNOT RESOLVE A DISPUTE BY INFORMAL NEGOTIATIONS OR MEDIATION, THE PARTIES AGREE TO SUBMIT SUCH DISPUTE TO ARBITRATION AND AGREE THAT THE ARBITRATION PROCESS PROVIDED FOR IN THIS ARTICLE 52 SHALL BE THE EXCLUSIVE MEANS FOR RESOLVING DISPUTES WHICH THE PARTIES CANNOT OTHERWISE RESOLVE THROUGH INFORMAL NEGOTIATION OR MEDIATION AS DESCRIBED ABOVE.

52 General A failure by Care Possible to enforce any part of these Terms will not constitute a waiver and any enforcement of these Terms is without prejudice to any other remedies available to Care Possible. If a part of these Terms is invalid or unenforceable then that part will be split from the Terms and the remaining Terms will not be affected.

53 Survival You agree that those Articles that by their nature are intended to survive the termination of this agreement shall survive the termination or expiration notwithstanding the cause of termination or expiration.

54 Third party beneficiary These Terms do not and are not intended to confer any rights or remedies on any person other than the parties.

55 Entire Agreement These Terms constitute the entire and exclusive understanding and agreement between Care Possible and you regarding The Platform and these Terms supersede and replace any and all oral or written understandings or agreements between Care Possible and you regarding The Platform.

56 Contacting Care Possible If you have any questions about these Terms please contact Care Possible at support@carepossible.ca.

57 Glossary These terms have these meanings:

"Advertiser" includes a User who provides a Listing for a Job or a Profile or other information using the ad placement features of The Platform

"Client" means a User who requires services the subject of a Listing for a Job or who is an Organiser in relation to that Listing or Job

"Content" includes text, graphics, images, documents, files, music, software, audio, video, information in connection with Accounts and Listings and other information or materials, posted, uploaded or transmitted, or made available on The Platform

"Fees" means the amounts charged by Care Possible in relation to The Platform

"Listing" means a Profile or a Job or other searchable information on The Platform

"Job" means a description of services required or sought by a Client and published on The Platform in the format provided by Care Possible from time to time

"Manitoba Possible", "we", "us", or "our" means Manitoba Possible Ventures Inc.

"Care Possible Account" means the account membership status and information required by Care Possible

"Organiser" means a User who has an organiser role (as determined by Care Possible from time to time) when using The Platform

"Party" or "Parties" means any one or more of Manitoba Possible, Worker, Client, Organizer, User, or their Affiliate having assigned its rights under this Agreement.

"Platform" includes the Site, Services and Content

"Profile" means the information provided by a Worker or other User describing the Worker or User and the services the Worker or other User offers

"Services" means the functionality and services provided by Care Possible via The Platform

"Site" means www.CarePossible.ca and any other websites or mobile application through which Care Possible makes the Services available

"Tax" or "Taxes" means any taxes, amounts in the nature of tax, scheduler payments and withholdings that may be requested or required by law to be paid, collected or deducted and remitted to governmental agencies

"User" means all users of The Platform including a person who completes Care Possible's registration process and opens a Care Possible Account, and including but not limited to Clients, Workers, Advertisers and other Users

"Visit" means a scheduled visit or attendance by a Worker for a Client where the Worker provides services in relation to a Job

"Worker" means a Member who creates a Profile or uses the Services relating to a Job and includes a volunteer

"You" and **"your"** are a reference to you