

# SAFECONTRACTOR TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY. BY CLICKING "I AGREE", YOU AGREE TO THESE TERMS.

Last modified: January 2024

These terms of use, including all appendices and schedules (the "**Terms**") govern your access to and use of the SafeContractor Platform, an integrated contractor management, employee compliance, and training software platform available at <https://cognibox.net/> or via the SafeContractor mobile application (collectively, the "**Platform**") provided by Service d'intervention sur mesure Inc., doing business as Alcumus SafeContractor ("**SafeContractor**") and its affiliates. The Platform allows organizations to manage their authorized contractors and provide customized training to contractors and employees and to also allow contractors to connect with clients by achieving accreditation through the Platform. For more information about the Platform, please visit SafeContractor's website at <https://www.safecontractor.com/en-ca/> (the "**Site**").

Please review our Privacy Policy, which explains how SafeContractor collects, uses, discloses, and otherwise manages personal information in connection with your use of the Platform. The Privacy Policy is incorporated into and forms an integral part of these Terms.

SafeContractor reserves the right, in its sole discretion, to modify or update these Terms from time to time, and SafeContractor will notify you of any changes by posting a notice with the revised version on the Site, through the SafeContractor mobile application interface, or by providing notice using such other methods we deem appropriate (including by emailing the email address associated with your account on the Platform). Such changes will be effective on the effective date specified in the revised Terms. Before you may continue accessing or using the Platform after the revised Terms come into effect, SafeContractor may require you to signify your acceptance of the revised Terms by electronically clicking on a button or similar means. By signifying your acceptance of the revised Terms or continuing to use or access the Platform after the revised Terms have come into effect, you will be considered to have agreed to be bound by the revised Terms. If you object to any such changes, you may not continue to use or access the Platform and your sole recourse will be to stop using the Platform.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS.

## **1. ACCESSING THE PLATFORM**

- 1.1. You will need a SafeContractor account to access and use the Platform. You are responsible for maintaining the confidentiality of your account login credentials and for all access to and use of the Platform through such login credentials (whether or not authorized by you). You may not share your account with anyone and you must take reasonable steps to prevent unauthorized access to the Platform by third parties, including by protecting its passwords and other login information. You agree to immediately notify SafeContractor of any known or suspected unauthorized use of the Platform or breach of its security likely to cause unauthorized use of the Platform, and shall use best efforts to stop said breach. A successful and complete account registration, including acceptance of these Terms, is required to be able to use the Platform.
- 1.2. By using the Platform, you certify that (i) you have reached the age of majority in your jurisdiction of residence; (ii) any information you provide to SafeContractor in connection with your use of the Platform is and will be true, accurate, current, and complete; and (iii) you will keep all information up to date. The Platform is not permitted to be used by minors. For the purposes of these Terms, a "minor" is someone who has not reached: (a) the age eighteen; or (b) the age of majority in the jurisdiction from which the Platform is being accessed in the event that the age of majority in such

jurisdiction is greater than eighteen years. If you are a minor, you are not permitted to access, review or otherwise use the Platform.

- 1.3. You acknowledge and agree that SafeContractor may deny access, use, and/or registration privileges to any user of the Platform at any time and in its sole discretion, in addition to such other remedies as SafeContractor may have, including if SafeContractor has reason to believe an account was created with false information or otherwise used for fraudulent purposes or if account security has been compromised.

## **2. CONDITIONS OF USE**

- 2.1. You agree to comply with all applicable local, national, or international laws, rules and regulations in connection with your use of the Platform, including, but not limited to, all applicable laws governing intellectual property rights and the collection, use, and disclosure of personal information.
- 2.2. You may only use the Platform for the following authorized purposes:
  - (a) If you are using the Platform on behalf of a hiring organization, work provider, contract provider, or other entity that engages subcontractors (a **"Hiring Organization"**), you may use the Platform:
    - i. to manage authorized contractors;
    - ii. to manage employee and contractor training;
    - iii. to manage your organization's personnel training files and work planning processes; and
    - iv. to evaluate contractor and employee performance on behalf of your organization.
  - (b) If you are using the Platform as an independent contractor (a **"Contractor"**), you may use the Platform:
    - i. to pre-select and qualify for work with Hiring Organizations that are looking to engage contractors, according to criteria and requirements provided in the Platform; and/or
    - ii. to obtain accreditation and membership status with SafeContractor's SafeContractor compliance scheme for contractors (**"SafeContractor Scheme"**);
  - (c) If you are using the Platform as an e-learning user:
    - i. to take training courses and/or obtain certifications(collectively, the **"Authorized Purposes"**).
- 2.3. You may not, at any time, whether directly or indirectly:
  - (a) share your account credentials with anyone;
  - (b) publish or make available any information or content accessed through the Platform in any way (including on social media) without SafeContractor's express written permission;
  - (c) bypass or breach, or attempt to bypass or breach, any security device or protection used in connection with the Platform;
  - (d) sell, assign, lease, or otherwise transfer its license(s) to access and use the Platform;
  - (e) interfere with or disrupt the integrity or performance of the Platform;
  - (f) input, upload, transmit, or otherwise provide to or through the Platform any information or materials that are unlawful or injurious, or contain, transmit, or activate any software, hardware or other technologies, devices, or means which may permit unauthorized access to, or destroy, disrupt, disable, distort, or otherwise harm or impede the Platform in any manner;

- (g) introduce any harmful code to prevent anyone from accessing or using the Platform, including any virus, bug, Trojan horse, worm, backdoor, malware or other malicious computer code, and any time bomb or drop-dead device;
  - (h) access or use the Platform in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party (including privacy rights), or that violates any applicable law;
  - (i) provide SafeContractor passwords or other login information to any third party, except as specifically permitted herein;
  - (j) use the Platform for service bureau or time-sharing purposes or in any other way allow third parties (other than authorized end users of the Platform) to access or use the Platform, except as may be specified in a separate agreement and agreed to by SafeContractor;
  - (k) modify, copy, adapt, create derivative works of, translate, assign, lease, or lend the Platform or any part of the Platform to anyone, or mortgage, licence or pledge your right to access and use the Platform;
  - (l) systematically extra data, batch data or any other content, from the Platform for the purpose of creating or preparing, directly or indirectly, a collection, compilation, database or a directory external to the Platform;
  - (m) share non-public Platform features or Content with any third party;
  - (n) mortgage, hypothecate, licence or pledge your right to access and use the Platform;
  - (o) access the Platform in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of Platform, or to copy any ideas, features, functions or graphics of the Platform;
  - (p) use the Platform in any manner that is, in SafeContractor's sole discretion, abusive, offensive, inappropriate, fraudulent, criminal or unlawful, or likely or intended to cause harm to any person; or
  - (q) use the Platform for purposes not expressly authorized by these Terms.
- 2.4. SafeContractor may provide or make available certain documents pertaining to the Platform and its use, including manuals, tutorials and questionnaires, whether online or in any material form (the "**Documentation**"). You may reproduce and use the Documentation for internal business purposes only, and solely as necessary to support your access to and/or use of the Platform.
- 2.5. You are responsible and liable for: (a) use of the Platform by users who are representatives or employees of yourself, including unauthorized user conduct or behaviour contrary to these Terms; and (b) any use of the Platform through your account, whether authorized or unauthorized.
- 2.6. In the event that we suspect any breach of the requirements of these Terms, including by any user, employee, contractor or other person who represents a Hiring Organization or a Contractor, SafeContractor may suspend your (and such person's) access to the Platform without prior notice, in addition to such other remedies as SafeContractor may have. These Terms do not require that SafeContractor take any action against you or any of the foregoing or other third party for violating these Terms and specifically Article 2.

### **3. INTELLECTUAL PROPERTY; LICENSE GRANT**

- 3.1. SafeContractor retains all right, title and interest in and to the Platform. In addition, all content accessible through the Platform, such as text, graphics, logos, button icons, images, electronic art, animations, material, page headers, custom graphics, multimedia clips, scripts, digital downloads, data compilations, algorithms, software, Documentation, tools, and other materials and their organization, arrangement, coordination, enhancement, selection and presentation of the foregoing in text, graphical, video and audio forms, in each case provided, made available, owned, or licensed by SafeContractor (collectively, the "**Content**"), are the sole property of SafeContractor, or its

affiliates, agents, or licensors, as applicable, and is protected by copyright laws. Your use of the Platform does not transfer to you any ownership or other rights in the Platform or its Content.

- 3.2. Subject to your strict compliance with these Terms, SafeContractor grants you a limited, personal, revocable, non-exclusive, non-transferrable, non-assignable, non-sublicensable license to access and use the Platform and Content solely for the Authorized Purposes, in accordance with all SafeContractor policies posted on its Site, as such policies may be updated by SafeContractor from time to time. All other use of the Platform or Content is prohibited. This license will automatically expire upon the termination of these Terms.
- 3.3. Except as expressly provided in these Terms, any reproduction, retransmission, distribution, sales, republication, modification, translation of or creation of derivative works based on the Platform and/or Content, in whole or in part, and any decompilation, disassembly, reverse engineering, hacking or other exploitation of the Platform is strictly prohibited. You acquire no rights or licenses to the Platform other than the limited right to use the Platform in accordance with these Terms. All rights not expressly granted in these Terms are reserved for SafeContractor.
- 3.4. You grant SafeContractor and its affiliates a limited, revocable, non-exclusive license to use your trade name and logo as necessary to perform its obligations under these Terms and in the marketing or promotion of the Platform and services provided by SafeContractor.
- 3.5. In connection with your use of the Platform, you may choose to provide SafeContractor with information or materials such as feedback, questions, comments, or suggestions for features, functionalities, or the like (collectively, **"Feedback"**). To the extent that Feedback does not contain information that identifies you, or otherwise cannot reasonably be used to identify you (including information or materials that SafeContractor has de-identified), such Feedback shall be the exclusive property of SafeContractor, and you unconditionally waive all "moral rights" that you may now have or have in the future relating to such Feedback.

#### **4. YOUR DATA**

- 4.1. Your use of the Platform is subject to our Privacy Policy. As you use the Platform, you may provide or generate information, data, materials, works, expressions or other content relating to you, including, without limitation, any such information that is uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by you or on your behalf in connection with the Platform (**"User Data"**). You represent and warrant that you own or have the necessary rights in or to the User Data in order to grant to SafeContractor the rights provided under this Terms in respect of User Data. You hereby grant to SafeContractor and its affiliates a perpetual, royalty-free, worldwide, non-exclusive, transferable, sub-licensable license to use, on and in connection with the Platform, all User Data. You hereby waive any and all moral rights in an any User Data provided by yourself or on your behalf or on behalf of any authorized user in favour of SafeContractor and its officers, directors, employees, agents and affiliates. You further represent and warrant that any User Data provided is accurate and complete in all respects.
- 4.2. You acknowledge and agree that SafeContractor may permanently erase your User Data if you violate these Terms, if, as applicable, your Hiring Organization terminates your account, or if your Platform account is inactive, suspended, or closed for ninety (90) consecutive days or more without restoration. You acknowledge that such User Data cannot be recovered once it has been permanently deleted. SafeContractor has the right, but not the obligation, to copy and store data for backup purposes.

#### **5. REPRESENTATIONS AND WARRANTIES**

- 5.1. You represent and warrant that you will only use the Platform in compliance with these Terms, all SafeContractor policies as well as applicable laws (including, but not limited to, all applicable laws governing intellectual property rights and the collection, use, and disclosure of personal information), and will not, directly or indirectly, export, re-export, transmit, publish, make available,

or divert, or allow the export, re-export, transmission, publication, or diversion, of the Platform in contravention of any applicable export control laws, restrictions or regulations.

## **6. CONFIDENTIAL INFORMATION**

- 6.1. You agree to hold all non-public, confidential, and/or proprietary information ("**Confidential Information**") you receive from SafeContractor or otherwise access in connection with the Platform in strict confidence, whether such information is disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not it is marked, designated, or otherwise identified as "confidential". You agree not to copy or distribute any Confidential Information, Documentation, or Content to any third party, except in accordance with these Terms or with SafeContractor's prior written permission. For the avoidance of doubt, all Documentation, the Platform and Content are all Confidential Information of SafeContractor.
- 6.2. You may not use Confidential Information for any purpose other than the Authorized Purposes. You agree: (a) not to disclose Confidential Information to an employee or representative unless such person (i) needs access as part of an Authorized Purpose and (ii) executes a nondisclosure agreement with yourself or is bound by confidentiality obligations to you with terms no less restrictive than those of this Section 6; and (b) not to disclose Confidential Information to any other third party without SafeContractor's prior written consent. Without limiting the generality of the foregoing, you must protect Confidential Information using the same degree of care you use to protect your own confidential information of similar nature and importance, but with no less than reasonable care. You shall promptly notify SafeContractor of any misuse or misappropriation of Confidential Information that comes to your attention.
- 6.3. These Terms does not transfer ownership of Confidential Information or grant a licence thereto. SafeContractor will retain all right, title, and interest in and to its Confidential Information. The obligations of confidentiality in this Section 6.1 shall not apply where: (i) such information is generally available to the public; or (ii) to the extent that disclosure of information is required to be made by law.
- 6.4. Notwithstanding the foregoing, you may disclose Confidential Information as required by applicable law or by proper judicial or governmental authority. You shall give SafeContractor prompt notice of any such judicial or governmental demand and reasonably cooperate with SafeContractor in any effort to seek a protective order or otherwise to contest such required disclosure.
- 6.5. Upon the termination of this Agreement, you must return all copies of Confidential Information to SafeContractor or certify, in writing, the destruction thereof.

## **7. DISCLAIMER**

- 7.1. The Platform is made available on an "*as is*" and "*as available*" basis, without any representation or warranty any kind, either express or implied, or any guarantee or assurance the Platform will be available for use, or that all features, functions, services or operations will be available or perform as described. To the fullest extent permitted by law, SafeContractor and its affiliates disclaim all implied representations, warranties, and conditions relating to the Platform and Content, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement or availability of service. SafeContractor and its affiliates do not warrant that the Platform will meet your requirements or that the operation of the Platform will be uninterrupted or error-free, nor do SafeContractor and its affiliates make any warranty as to the result that may be obtained from the use of the Platform or as to the accuracy, reliability, suitability or content of the Platform. You agree that access to and use of the Platform and Content is at your own risk. Neither SafeContractor nor any affiliate, supplier, licensor, or agent contributing to the Platform is responsible for any errors or omissions in any information provided or any reliance on such information, the Platform, Documentation, or Content.
- 7.2. Without limiting the foregoing, SafeContractor and its affiliates are not responsible or liable for any malicious code, delays, inaccuracies, errors, or omissions arising out of your use of the Platform. You understand, acknowledge, and agree that you are assuming the entire risk including, without

limitation, for accuracy, performance, quality, or security of any features or functions of the Platform or Content or loss of data associated with your use of the Platform. Without limiting the generality of the foregoing, SafeContractor and its affiliates have no obligation to indemnify or defend you against claims related to infringement of intellectual property.

- 7.3. SafeContractor reserves the right to undertake maintenance or emergency works to the Platform from time to time and where the need arises, suspend or close your access to the Platform. You acknowledge and agree that SafeContractor may be required by applicable law to monitor website content and traffic with respect to the Platform or SafeContractor's websites and, if necessary, give evidence of the same together with use of log-on identification to support or defend any dispute or actionable cause.

## **8. INDEMNIFICATION**

- 8.1. You agree to indemnify and hold SafeContractor, its affiliates, licensors, and their respective directors, officers, employees, agents, and representatives harmless from all claims, liabilities, damages, and losses, including reasonable legal fees and expenses, due to or arising out of: (i) your use of the Platform and/or Content, (ii) any User Data provided by you, (iii) your breach of these Terms (including, for greater certainty, any damages arising from your failure to protect Confidential Information in accordance with these Terms), (iv) your negligence, willful misconduct, or fraud; (v) the negligence, willful misconduct, or fraud of any other person accessing or using the Platform on your behalf or as permitted by you; (vi) SafeContractor's use, non-use or publication of your Feedback; (vii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (viii) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (ix) any misrepresentation made by you. Notwithstanding the foregoing, we reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any claims without the prior written consent of an officer of SafeContractor. This provision shall remain in full force and effect notwithstanding any termination of your use of the Platform.

## **9. LIMITATION OF LIABILITY**

- 9.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SAFECONTRACTOR AND/OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE, LICENSORS, SUPPLIERS, AGENTS, OR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY USER OF THE PLATFORM FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF REVENUE OR PROFIT OR LOSS OF GOODWILL, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SITE, PLATFORM, DOCUMENTATION, OR CONTENT, WHETHER BASED ON CONTRACT, TORT, EXTRA-CONTRACTUAL LIABILITY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SAFECONTRACTOR HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

## **10. TERM AND TERMINATION**

- 10.1. SafeContractor may terminate this relationship with or without cause at any time with notice or otherwise in accordance with these Terms. These Terms will continue to apply to all past use of the Platform by you.
- 10.2. You agree that SafeContractor may, in its sole discretion, terminate or suspend your access to the Platform for any reason, including, without limitation, for breach of these Terms or if your use of the Platform adversely affects any Platform functionality or the integrity or security of the Platform. Any actual or suspected fraudulent, abusive, or illegal activity by you may be grounds for terminating this relationship.

- 10.3. Should you object to these Terms or any subsequent modifications to it, or become dissatisfied with the Platform in any way, your only recourse is to immediately discontinue your use of the Platform and terminate your account.

## **11. LINKS**

- 11.1. Certain links provided on the Site or in the Platform may take you to websites that are owned and operated by third parties ("**Third Party Sites**"). SafeContractor provides these links as a convenience only and does not endorse or have any control over any Third Party Sites or their content, or any products, services, or information they provide. If you decide to visit any Third Party Site, you do so at your own risk and waive any claims against SafeContractor.

## **12. FORCE MAJEURE**

SafeContractor shall have no liability or obligation to you or any user of the Platform if the Platform is unavailable as a result of any event(s) or combination of events where such event(s) arises from, or is attributable to acts, events, omissions or accidents beyond the reasonable or foreseeable control of SafeContractor including, but not limited to, strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of public or private telecommunications networks, the acts, decrees, legislation, regulations or restrictions of any government, epidemics or pandemics (whether local or global), acts of God, terrorism, war or flood ("**Force Majeure Event**"). The Platform may be unavailable or access thereto may be suspended for the period of time that the Force Majeure Event continues. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

## **13. DATA CHARGES AND MOBILE DEVICES**

- 13.1. You are responsible for obtaining the internet or data network access necessary to use the Platform. Internet, data and messaging rates and fees of your network provider may apply if you access or use the Platform from any device, including your mobile device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Platform and any updates to them. SafeContractor does not guarantee that the Platform, or any portion thereof, will function on any particular hardware or devices. The Platform may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.
- 13.2. To the extent you access the Platform through a mobile device, you will comply with all applicable restrictions, requirements and rules that govern applications downloaded through the application store through which you obtained the Platform (for example, the Apple App Store or Google Play). If you download and use the iOS version of the Platform, you acknowledge that these Terms are entered into by and between SafeContractor and you and not with Apple Inc. ("**Apple**"). Notwithstanding the foregoing, you acknowledge that Apple and its subsidiaries are third party beneficiaries of these Terms and that Apple has the right (and is deemed to have accepted the right) to enforce these Terms. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Platform. You acknowledge that you have reviewed the Apple Media Services Terms and Conditions published by Apple (the "**Apple Terms**") (currently located at <https://www.apple.com/legal/internet-services/itunes/ca/terms.html>). These Terms incorporate by reference the Licensed Application End User License Agreement (the "**LAEULA**") published by Apple (currently located online at <https://www.apple.com/legal/internet-services/itunes/dev/stdeula/>) and any similar terms and conditions. For purposes of these Terms, the Platform is considered the "Licensed Application" as defined in the Apple Terms and the LAEULA and SafeContractor is considered the "Application Provider" as defined in the Apple Terms and the LAEULA. If any terms of these Terms conflict with the terms of the Apple Terms and/or the LAEULA, the terms of these Terms will control. You further acknowledge and agree that in no event will Apple be responsible for any claims relating to the Platform (including a third party claim that the Platform infringes that third party's intellectual property rights) or your use or possession of the

Platform, including but not limited to: (i) product liability claims; (ii) any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. For other mobile operating systems, additional terms may apply to your downloading, installation and use of the Platform, as set out in your agreement with the app store or other download facility that you use.

#### **14. GENERAL**

- 14.1. **Notices.** Any notices may be given to you by any means including, but not limited to: (a) email; (b) notices or messages posted on SafeContractor's Site; or (c) any other means by which you obtain notice thereof. When using the Platform, you accept that communication with us will be mainly electronic, including via text messages and that such communication will be binding on you and SafeContractor. For contractual purposes, you agree to these means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.
- 14.2. **Severability.** If any portion of these Terms is deemed invalid or unenforceable, such portion shall be deemed severed from these Terms and you agree that the remaining portions of these Terms shall remain in full force and effect.
- 14.3. **Waiver.** The delay or failure by SafeContractor to enforce any provision of these Terms does not constitute a waiver of future enforcement of that or any other provision.
- 14.4. **Assignment.** You may not assign these Terms, in whole or in part, without SafeContractor's prior written consent, not to be unreasonably withheld. SafeContractor shall be permitted to assign these Terms without consent.
- 14.5. **Governing Law.** These Terms shall be interpreted and governed pursuant to the laws of the Province of Ontario the federal laws of Canada applicable therein. You irrevocably attorn and submit to the exclusive jurisdiction of the Ontario courts situated in the City of Toronto and waive objection to the venue of any proceeding in such court or that such court constitutes an inappropriate forum.
- 14.6. **Independent Contractors.** The relationship between you and SafeContractor is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between, on the one hand, you and your employees, consultants, contractors and personnel, and, on the other hand, SafeContractor. You do have the authority to contract for or bind SafeContractor in any manner whatsoever.
- 14.7. **Entire Agreement.** These Terms, including the Schedules and Appendices attached hereto (each of which forms an integral part hereof), sets forth the entire agreement between you and SafeContractor and supersedes any verbal or written agreement with respect to the subject matter hereof. These Terms bind all parties as well as their respective successors, legal representatives, and assigns. Both you and we acknowledge that, in entering into these Terms, neither you nor us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between you and us prior to such Terms, except as expressly stated in these Terms.
- 14.8. **Priority.** To the extent there is any conflict or inconsistency between the provisions of the main body of these Terms and the Schedules and Appendices attached hereto, the provisions of the main body of these Terms shall have precedence except that in respect of your our any authorized user's use of the Platform as part of the SafeContractor Scheme, the applicable SafeContractor Scheme terms shall have precedence.
- 14.9. **Survival.** Notwithstanding any termination of your use or access of the Platform or the termination of these Terms, Sections 2.3, 3, 4, 6, 7, 8, 9 and 12 shall continue to apply.
- 14.10. **Language.** The parties confirm that it is their wish that these Terms be written in the English language only. *Les parties confirment leur volonté que la présente convention soit rédigée en anglais seulement.*



