

## TERMS AND CONDITIONS OF USE OF ROZAKI SERVICES

Welcome to Rozaki!

By accessing any of the websites (rozaki.com) or Rozaki mobile applications (collectively, hereinafter “The Rozaki Platform” or “Platforms”) operated by Rozaki Solutions Inc. (represented as “Rozaki”/”Us”/”We”/”Our” and “you” represents the user), you agree to be bound by all of the Terms and Conditions of use and agree that these Terms and Conditions (“Terms”, “Agreement”) constitute a binding contract between the user and Rozaki.

### **PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THE SERVICES THROUGH THE WEBSITE OR THE APP.**

The following Terms and Conditions govern and apply to your use of or reliance upon the Rozaki Mobile Application (the “App”) or rozaki.com, owned and administered by Rozaki Solutions Inc. Your access or use of any Services offered by Rozaki constitutes your consent to be bound by these Terms and Conditions, which establishes a contractual relationship between you and Rozaki. If you do not abide to these terms and conditions, you shall not access or use the services through the website or the App

Rozaki reserves the right to amend the Terms and Conditions at any time without notice. Amendments are effective when the updated Terms and Conditions are released on the Rozaki Website and/or the Mobile App. Your continued access or use of the Website, the Mobile App and/or the Services after such an amendment has been posted, will be considered your acceptance of the revised Terms and Conditions. It is recommended that you regularly review these Terms and Conditions.

This agreement details the purpose for collecting and using personal information in reference with the Services offered by Rozaki.

## 1. THE USE OF SERVICES THROUGH THE ROZAKI MOBILE APP

The Rozaki App is a technology platform where users can register as short term job providers (“JP”) or daily job seekers (“JS”). Rozaki provides JSs and JPs to connect by posting jobs or availabilities to find a match. Typically, a JP offers a “Job”, defined by tasks or duties provided by the JP. These said tasks or duties are to be completed or fulfilled by a JS during a specified lapse of time and with specific conditions. A JS can apply to a Job posting that matches his/her expectations. A JS can also post his/her availability to work to which a JP can apply. A JP <> JS match happens when the poster of a job/availability has accepted an applicant, and is defined by entering into a binding contractual relationship in which a JP is to provide the Job with all the specified conditions of the posting, and the JS to provide its services to complete or fulfill the said Job. Unless otherwise agreed upon by Rozaki in a separated written agreement with you, the Services and information on the App are made available solely for your personal, non-commercial use. You acknowledge that Rozaki does not provide employment services, counselling or placement agency services, nor functions as such, and that all availability commitments or jobs are created and provided by independent or self-employed individuals, businesses and/or third-party entities/contractors who are not employed by Rozaki.

Upon agreement of these terms of service, Rozaki grants you the right to (1) register, access and use the App on your personal device solely in connection with your use of the Services; and (2) access and use any content, information and related materials that may be available through the Services exclusively for your personal, non-commercial use. Any rights not expressly granted herein are reserved by Rozaki and Rozaki’s licensors.

## 2. RESTRICTIONS

You shall not: (1) remove any copyright, trademark or other proprietary notices from/within any portion of the Services; (2) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly authorized by Rozaki; (3) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (4) link to, mirror or frame any part/section of the Services; (5) cause or launch any programs or scripts for the intend of scraping, indexing, surveying, or otherwise data mining any proportion of the Services or loading heavily or obstructing the operation and/or functionality of any aspect of the Services; or (6) attempt to gain unauthorized access to or harm any aspect of the Services or its related systems or networks.

### 3. INTELLECTUAL PROPERTY

Any intellectual property on the App (except for User Generated Content, as defined below) is owned by Rozaki or its licensors, which includes materials protected by copyright, trademark, or patent laws. All trademarks, service marks and trade names are owned, registered and/or licensed by Rozaki. All content on the App (except for User Generated Content, as defined below), including but not limited to text, software, code, designs, graphics, photos, sounds, music, videos, applications, interactive features and all other content is a collective work under Canadian and other copyright laws and is the propriety property of Rozaki; all rights reserved.

### 4. USE OF ROZAKI MATERIAL

Rozaki may provide you with certain information, in Rozaki's own discretion, as a result of your use of the App including, but not limited to, documentation, data, or information developed by Rozaki, and other materials which may assist in the use of the App or Services ("Rozaki Materials"). The Rozaki Materials may not be used for any other purpose than the use of this App and services offered on the App. Nothing in these Terms of Use may be interpreted as granting any license of intellectual property right to you.

### 5. USER GENERATED CONTENT

"User Generated Content" is communications, materials, information, data, opinion, photos, profiles, messages, notes, website links, text information, music, videos, designs, graphics, sounds and any other content that you and/or other App users post or otherwise make available on or through the App, except to the extent that the content is owned by Rozaki.

By confirming to us your acceptance or positively responding to the Rozaki Terms, you consent to the following terms:

- (1) Rozaki may use, reproduce, distribute, combine with other materials, alter and/or edit your content for the sole purpose of improved services offered to you through the Rozaki App.
- (2) You appoint and authorize to us that; (1) you have full ownership of all rights concerning your Content, (2) you have full consent from any person (s)/ entity appearing in your Content to allow the rights herein, (3) you are 16 years or older or the minimum legal age of employment in your jurisdiction (if different than 16 and (4) our use of your Content will not violate the rights of any third party or any applicable law.
- (3) You allow and discharge us from all and any obligation to pay you for any use of your Content and any of the intellectual property rights held in or into connection with the uses mentioned above.

- (4) You hereby waive, discharge and agree to hold us and any person representing us harmless from all or any form(s) of claims, money or other compensation, demands and liabilities whatsoever in connection with the uses mentioned above.
- (5) The collection of all your personal data is processed by us in respect with our Privacy Policy stipulated in this Agreement.
- (6) Rozaki is not accountable for any other parties' use of your Content

## 6. USER ACCOUNTS AND SERVICES

The use of the Services with the App requires you to register your personal or business profile that will be subject to compliance and legal identification rules and regulations. You are required to maintain an active personal or business user Services account ("ACCOUNT"). You must be at least (16) sixteen years of age, or the minimum legal age of employment (if different than 16), to obtain an account or use any services contained herein. Account registration requires you to submit to Rozaki certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card, banking information or any other accepted payment partner). You consent to maintain accurate, complete, and up-to-date information on your Account. Your noncompliance to maintain such accurate, complete and up-to-date Account information, including having an invalid or expired payment method on file, may expose your inability to access and use the Services or Rozaki's termination of these terms with you. You are solely responsible for your Account, its maintenance, confidentiality, security of your Account and all passwords related to your Account, and for all activities that occurs under your Account including all activities of any other individual(s) who gain access to your Account with or without your permission. Unless otherwise allowed by Rozaki in writing, you may only possess one valid and active Account.

You agree to immediately notify us of any unauthorized use or breach of your Account. This includes unauthorized services provided through your Account, or any password related to your Account, or any other breach of security with respect to your Account or service provided through it. You agree to provide assistance to us, as requested, to stop or remedy any breach of security related to your Account.

You agree to provide true, current, accurate and complete customer information as requested by us and you agree to promptly notify us of any changes to this information as required to keep such information held by us current, complete and accurate.

Your access or use of this App constitutes as your consent to comply with the minimum legal age of employment requirement in your jurisdiction. Rozaki does not assume any responsibility nor any liability whatsoever for any misrepresentation of your personal information concerning your age, whether or not you are prohibited from partaking in any employment activity in your jurisdiction due to, but not limited to a criminal record, or any other relevant mandatory information registered under your profile.

## 7. USER REQUIREMENTS AND CONDUCT

The Services are not available for use by persons under the minimum legal age of employment according to their jurisdiction. You are not allowed to authorize third parties to use your Account, and you shall not allow persons under the minimum legal age of employment to post or apply to a job on your behalf who may qualify but transfer the work responsibility to the other person who does not qualify legally. At all times, you may not assign or otherwise transfer your Account to any other person or entity. You agree not to use the App for any unlawful purposes, or any purpose prohibited under this clause. You agree not to use the App in any way that could damage the App or the general services of the Rozaki Solutions Inc.

You further agree not to use and/or access the App for the following purposes:

- (1) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- (2) To violate any intellectual property rights of Rozaki or any third party;
- (3) To upload or otherwise disseminate any computer viruses or other software that may damage the property of Rozaki, any third party or any other users;
- (4) To perpetrate any fraud;
- (5) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- (6) To publish or distribute any obscene or defamatory material;
- (7) To publish or distribute any material that incites violence, hate or discrimination towards any group;
- (8) To unlawfully gather information about others.

You will not, under no circumstances, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third-Party Provider or any other connected party. In certain circumstances, you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services should you refuse to cooperate.

## 8. USE OF TEXT MESSAGES, EMAIL ADDRESSES AND SENSITIVE INFORMATION

When you are creating an Account, as part of the verification process and normal business operation, you accept that the interconnected Services of Rozaki may send you text (SMS) messages, Push notifications and/or emails. Rozaki assumes no responsibility for any charges applied from your service providers for receiving such text (SMS) messages, Push notifications, and/or emails. You may refuse to receive text (SMS) messages, Push notifications and/or emails from Rozaki at any time by following the directions on the website or App. You acknowledge that opting out of receiving such text (SMS) messages, notifications, and/or emails may impact your use of the Services.

The App and the Website may allow users (JP and JS) to send messages to each other, including other users and Rozaki members. The App and the Website may share information between users strictly for operating purposes such as name, rating, phone number, age category. The user complies and avoids at all time to use the Services, features or functions of the App or the Website inappropriately to intimidate, harass or abuse, send spam, illegal or other unwanted communications, including for commercial purposes, or send unlawful, libelous, obscene, offensive, threatening, aggressive, abusive, discriminatory or otherwise objectionable messages.

Rozaki recommends all users to avoid sending or sharing, with other users, messages or emails containing “Sensitive Data” such as (1) a Social Insurance Number, Passport number, Driver’s license, medical card, or other similar legal identifiers; (2) a credit or debit card number; (3) employment, financial or health information; (4) any person’s ethnic or religious affiliations or sexual orientation; (5) account security questions or passwords; (6) any person’s date of birth; (7) any person’s criminal history; or (8) the user’s mother’s maiden name.

## 9. SERVICE INTERRUPTIONS

Rozaki may need to interrupt your access to the App to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the App may be affected by unanticipated or unscheduled downtime, for any reason, and that Rozaki will have no liability for any damages or losses caused as a result of such downtime.

## 10. TERMINATION OF ACCOUNT

We may, in our sole discretion, suspend, restrict or terminate your Account and your use of the App, effective at any time, without notice to you, for any reason, including the operation or efficiency of the

App or our or any third party's equipment or network that may be impaired by your use of the App, any amount that may past due from you to us, other instances where we have received a third party complaint which relates to your use or misuse of the App, or you have been or are in breach of any term or condition stipulated in these Terms and Conditions. We will have no responsibility to notify any third party, including any third-party providers of services, merchandise or information, of any suspension, restriction or termination of your access to the App.

## **11. YOU USE YOUR OWN DATA NETWORK ON YOUR DEVICE**

Rozaki assumes no responsibility whatsoever for providing the data network for your portable devices to use our Services whether on the App or at the Website. We do not guarantee that the Services, or any portion thereof, will function on any specific hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the internet and electronic communications.

## **12. DISCLAIMERS**

Your choice of using the App is at your own discretion and risk and any services provided by the App are "AS IS" and "AS AVAILABLE". While we do our absolute best to provide users of the APP the best and most reliable and secure experience of use of our APP, we disclaim any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. We make no warranties that the App will meet your needs or that the App will be uninterrupted, or error-free. We also make no warranties as to the reliability or accuracy of any user provided information on the App. Any damages that may occur to you, through your mobile device system, or as a result of loss of your data from your use of the App is your sole responsibility and we are not liable for any such damage or loss to the maximum extent permitted under applicable law.

## **13. LIMITATION OF LIABILITY**

Neither Rozaki nor any of its suppliers shall be liable for any direct, incidental, punitive or consequential damages, including lost profits, revenues, information, lost data, opportunities or inconveniences resulting from the user's access or use of the Services through the App or the website even if we have been advised of the possibility of such damages to the fullest extent permitted by applicable law. Additionally, Rozaki shall not be liable for delay or failure in subject to performance arising from causes beyond Rozaki's reasonable control.

Rozaki shall not be liable, responsible, nor can Rozaki attest to the validity of information provided by users on their profile, or any aspect of the Matched users', whether JP or JS, qualifications, skills, punctuality, performance, professionalism, pace of work, quality of work, adaptability, behaviour, attitude, respectfulness, helpfulness, training, guidance, eligibility to work, ability to work, legality to work, nor any aspect of the Job in terms of, but not limited to working conditions, working environment, safety, physical emplacement, nature of the Job, tasks, co-workers, disputes or uniforms.

Rozaki is assuming that its users have read, understood and accepted these terms of Disclaimers and Limitation of Liability before committing to deliver any Services. Therefore, users are advised and aware that the purpose of the limitations and disclaimers mentioned in this section is not to limit liability or alter users' rights as a consumer .

#### 14. INDEMNITY

You agree to indemnify and hold harmless Rozaki and its founders, affiliates, directors, employees, agents, and licensors, including their successors and assigns from any and all claims, demands, losses, liabilities, and expenses of any nature, including legal fees arising directly or indirectly from or with: (1) your breach of the Terms and Conditions of Use; (2) your use of the Services established in connection with the App or through the Website; (3) your violation of the applicable legislation or regulations; (4) Rozaki's use of your User Content; or (5) your violation of the rights of any third party, including but not limited to Third Party Providers.

#### 15. PRIVACY POLICY

Through your use of Rozaki Services whether on the App or Website, you provide us with reliable information with mutual trust. By using the App, you authorize us to use your information for the purpose of services offered to you. This policy explains the information we collect, how it is used and shared, and your choices in respect to this information. We strongly recommend you that you read about our privacy principles (including what information we collect, when we collect it, and how we use it).

This policy applies to users (JP and JS) of Rozaki's services anywhere in Canada, unless covered by a separate privacy policy, including users of Rozaki's Apps, websites, features or other connected services.

This policy applies precisely to:

- Job Seekers ("JS"): users (any provider of service: individuals, businesses or self-employed workers) that are:

- capable of providing services sought by a JP
- available to work at the specified timeslot sought by a JP
- Job Providers (“JP”): users (business or non-business entities) willing to receive services from a pool of temporary workers for general or specific business/non-business-related tasks.

The principles of privacy explained in this policy are subject to applicable laws in the locations or jurisdictions in which we operate. This means that the described principles of privacy apply to a country or region if permitted under the laws of those specific locations. Otherwise, please contact us if you have questions on our privacy principles in your region.

### **What information Rozaki collects**

A valid email address is provided at registration, in addition to your name and/or billing information depending on how you use the App. Rozaki may also receive information from other sources (Rozaki partners and third parties that use Rozaki APIs or external applications) you use to access our App, or we may receive information created when you use our services, such as location, usage and device information.

### **The information You provide**

You may provide the following:

- (1) User profile: Information required at registration may include your legal name, email, phone number, login name, address, payment or banking information, Sales tax business identification numbers, driver’s license or passport if required by law, birth date, photo, signature, whether or not you are of the minimum legal age of employment in your jurisdiction, whether or not you are legally permitted to work in your jurisdiction and whether or not you have a criminal record. This also includes the preferences and settings that you enable for your Rozaki account.
- (2) Background check: If requested, you may be required to provide us with your background check information in order to use Rozaki’s services as a JS or JP. This may be in respect to your work history or criminal record (where permitted by law).
- (3) Demographic information: Rozaki may gather demographic information, including age category or birth date.

## **The information provided after using our services**

The information provided may include:

- (1) Location information: Rozaki may collect your location through GPS, IP addresses and WIFI enabled location when using the App, whether as a JP or JS. You may turn off the location services on your app settings or device permissions, which may affect the functionality available on the App, such as manually entering location where required.
- (2) Transaction information: Rozaki may collect the details and history of transactions concerning the use of our services (job titles, number of hours worked, date and time of completion, number of shifts completed, salary, rating, list of JPs).
- (3) Device information: Rozaki may gather information about the devices you use to access the Services, including the hardware models, device IP address, operating systems, software, mobile network information, and any information required for rozaki services.
- (4) Information from other sources:

May include:

- User (JP and JS) review (Ratings).
- Users providing your information through referral programs.

If you would like to disable our access to any passive information Rozaki receives from the use of various technologies, you may choose to disable these options on your device.

If you choose to terminate your account, Rozaki will store information about you for a reasonable and minimal period of time as required by the federal and provincial revenue agencies. After this period, all information will be deleted from Rozaki systems.

## **How we use your information**

Rozaki collects and uses information with your consent to enhance the safety and security and deliver reliable and convenient services to all active users (JP and JS) who are connected on our mobile App or at the website. Rozaki does not sell, nor share your personal information with any third parties for any purposes. All information is solely used by Rozaki and its affiliates for the sole purpose of rendering Rozaki services to our customers. This information will also allow us:

- (1) To ensure and maintain the Safety and Security of our services and users.

- Conducting direct or indirect screening tests, background checks where permitted by law to prevent criminal, violent, harmful and harassing workers or workplaces.
  - Using profile, device, location and other relevant information to prevent, detect and combat fraud or unsafe activities. In such scenarios, this may result to an automated deactivation process.
- (2) To enable payment processing through Rozaki's third party payment platform.
- (3) To enable communications to or between users (JP and JS).
- (4) To enhance customer support.
- Record and monitor customer support calls to assist you direct/address your questions/concerns/feedback.
- (5) To provide relevant leads to our marketing team for promotions or contests purposes, if any.
- (6) To enhance services and features.
- This information includes in connection to: creating and updating your account, identity validation, processing or facilitating payments for those services, to track the progress of the job between JS and JP and to perform internal technical operations to fix software bugs and operational problems.
- (7) To provide reliable data in connection with legal proceedings.
- We may use the information to address issues arising from claims/disputes or report of workplace accidents in connection with your use of Rozaki's services, or as otherwise allowed by applicable law, or as requested by regulators, federal or provincial government official inquiries.

## 16. FINANCIAL TERMS OF SERVICE

All users of Rozaki (including JP and JS but not limited to any other involved party) must read these Financial Terms of Service ("Financial Terms") cautiously as they contain important information about your legal rights, remedies and obligations. By using the Payment Services, you consent to be compliant with and bound by these Financial Terms.

These Financial Terms establish a legally binding agreement between you and Rozaki Payments (Refer to the definitions below) governing the Payment Services (Refer to the definitions below) conducted through or in connection with using the Rozaki App or the Website (rozaki.com).

## **Modification of these Financial Terms**

Rozaki Payments reserves the exclusive right to modify these Financial Terms at any time in accordance with this provision. If we decide to make any changes to these Financial Terms, we will post the revised Financial Terms on the Rozaki Platform (on the App and at the Website) and update the “Last Updated” date at the top of these Financial Terms. If you disagree with the revised Financial Terms, you may terminate this Agreement with immediate effect. If you do not terminate your Agreement before the date the revised Financial Terms become effective, your continued use of the Payment Services will confirm your acknowledgment and consent of the revised Financial Terms.

## **Key Definitions**

Payout refers to a payment initiated by Rozaki Payments to an account holder for Services rendered (such as Completing a Job by JS) in connection with the Rozaki App.

Payment Method refers to a financial instrument that you have added to your Rozaki Account, such as a credit card.

Payout Method refers to a financial instrument that you have added to your Rozaki Account, such as a direct deposit banking information.

“Rozaki Payments”, “We”, or “Our” refers to the Rozaki Third Party Payments Service Provider you are contracting with for Payment Services, which is Stripe Payments Canada Ltd. By agreeing to be bound by all terms and conditions under this contract, you are also agreeing with the Stripe Services Agreement, limited to Rozaki Terms and Conditions taking precedence shall there exist any contradicting clauses.

The Stripe Services Agreement is located at:

- <https://stripe.com/en-ca/ssa>

## **Management Fees applicable to JP and JS**

Every transaction (once a successful match occurs between JP and JS) will result in a combination of variable and fixed charges affecting the user’s Payment. The Match transaction, will generate a fixed Service fee and a variable Management fee (the amount will be determined by Rozaki shown before user can accept the transaction) that will be assumed by the JP. Subsequent to the Job completion and rating process, a variable Management fee shall be deducted from the JS payout, regardless of the original poster.

## **Payment terms**

You acknowledge that use of the Services will result in charges that will be applied to your Payment Method on file. Users are responsible and liable to comply to/with a: (1) successful completion of the requested Job; and (2) provide the requested Job or task. Included in Rozaki's Services is facilitating payment collection from JP and payout to JS.

You agree to provide a valid payment instrument (Payment Method) to make or collect payment. You are obliged to pay attention to the details of the transaction and comply to the Terms and Conditions stipulated in the following paragraphs as your total price may include taxes and applicable fees, all of which you are responsible for.

You agree to provide a valid payment instrument to Rozaki and agree that Rozaki has the permission to use that Payment Method for the purposes of the accepted transactions and in case of maintaining/keeping the status and balance of the account up to date. At Match, a JP agrees to make a payment and authorizes Rozaki (and the designated Third-Party payment Provider) to debit (charge) the full amount to the payment instrument designated for the transaction. The JP also authorizes Rozaki to collect and save that funding instrument, along with other related transaction information until the account is active and maintains its payment terms and conditions.

Should the JP accept to provide Payment with a valid credit card, Rozaki reserves the right to validate and obtain a pre-approval from the issuer of the card for the full Posting/Application amount.

Rozaki reserves the exclusive right to cancel any active or pending transactions that may breach these Terms and Conditions, resulting to financial losses to Rozaki.

In order to prevent any financial losses to any party, we may contact your funding instrument issuer, law enforcement, or any other affected third parties (including other users) and share details of any payments you are associated with, if we believe doing so may prevent financial loss or a violation of law.

Payment for any on-going services is billed automatically until notification that you would like to terminate your access to the services.

## **17. CANCELLATION OR RETRACTION POLICY**

Rozaki reserves the right in its sole discretion to amend, modify or alter this agreement at any time without further notice. We recommend that you review these Terms and Conditions periodically. The updated terms shall be effective from and after the date they are posted on the App or on the Website.

Before cancelling a posting or retracting an application, Rozaki is assuming that its users have read, understood and accepted this agreement. By accessing any features of our App or any area of our Website, you agree to be legally bound without limitation, qualification, or change and to abide by these Terms and Conditions, which will constitute the Agreement.

### **Match Codes**

Match Codes are generated at Match and added to users' Match details. At Job time, JP must provide its code to JS, and JS must provide its code to JP.

### **Cancellation or Retraction prior to Match**

If a posting is cancelled or an application to a posting is retracted prior to Match, the posting or the application is simply removed from our system without any further implications. Notifications are sent to the involved parties (JP and JS).

For instance:

- *A JS has applied to a JP posting and no Match has yet resulted. The JS retracts his/her application. The JS is removed from the pool of candidates for the Job. A notification is sent to the JP about the retraction.*

### **JS cancellation subsequent to Match**

JS can report its absence subsequent to Match, and will be subject to the following penalties:

- (1) Tracked for JS no show count, to be shown in JS's profile next to Rating
- (2) First time: 50% of the charge on the minimum number of hours of work (3 hours), at the agreed salary (dollars/hour shift).
- (3) Second time: 100% of the charge on the minimum number of hours of work (3 hours), at agreed salary (dollars/hour shift). JS must pay all the outstanding balance owed. The number of no shows will remain on the record of JS's profile.
- (4) Third time: A penalty of \$500 will be charged to the JS account. The "No Show" attempt will be counted and displayed on profile. If the cycle (repeated "No Shows") occurs, Rozaki has the right to terminate JS account at any given time.

In case of a no show, JP is responsible to report the details of the no show as well as the posting ID by email to [claims@rozaki.com](mailto:claims@rozaki.com)

### **JP cancels a posting or retracts an application subsequent to Match**

JP cannot cancel a posting, nor retract an application subsequent to Match.

## **18. RATING POLICY**

Rozaki enforces Ratings for both users (JS rates JP and vice-versa) within a certain timeframe after a completion of a Job. Ratings reflect the opinion of users (whether JP or JS) and do not reflect the opinion of Rozaki. Ratings are not verified by Rozaki and Rozaki shall not be responsible or liable for inaccurate or misleading ratings, whether or not the ratings affect the operations or results of the Job. The Ratings may not be disputed by JP or JS. The Rating is "STAR-based" from 0 to 5 (0 being the worst and 5 being the best). Ratings are applicable to the completion of the Job in question.

### **JS rate JP**

A JS is required to rate the JP at their earliest convenience (as soon as the job is completed) in order for payout process to start. No payment will be released unless JS rating is received by the system. The JS may not dispute this Rating policy

### **JP rate JS**

A JP is required to rate the JS at their earliest convenience (as soon as the job is completed) within a maximum of 24 hours. Otherwise, a default Rating of 5 Star will be applied to JS's profile regardless of the quality of the experience. If the JP fails or omits to rate the JS for the job in question, the Payment to the JS will not be blocked. The JP may not dispute this Rating policy.

## **19. REFUND POLICY**

Rozaki does not process any refunds for any completed Jobs. It is to the sole discretion of Rozaki to evaluate any exceptions and take what it will consider appropriate action.

## **20. ZERO TOLERANCE POLICY**

Rozaki does not tolerate the use of alcohol or drugs under no circumstances by users (whether JP or JS). Should you have concerns that the user (JS or JP) may be under the influence of alcohol or drugs during a Job, Rozaki suggests to end the Job immediately and report it to the authorities.

## 21. GOVERNING LAW

These terms of Use, including your use of the App and the Website and Services, shall be governed by the laws of the Province of Quebec and the laws of Canada, regardless of conflict of law principles. You hereby consent that any litigations or disputes from or related to your use of the App or the Website or Services or these terms of use shall be subject to the jurisdiction of the courts of the District of Montreal, Province of Quebec.