

# NETLY

*Your home. Our network.*

## TERMS OF USE

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Vision Concurrence Inc., operating as NETLY  
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**IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE NETLY APPLICATION OR SERVICE.**

### 1. INTRODUCTION

These Terms of Use (the “Terms”) constitute a legally binding agreement between You and VISION CONCURRENCE INC., operating as NETLY (hereinafter referred to as “the Company,” “We,” “Our,” or “Us”), and govern Your access to and use of the NETLY mobile application, website, and all related services (collectively, the “Service” or the “Platform”).

By accessing or using the Service, You acknowledge that You have read, understood, and agreed to be bound by these Terms, as well as by our Privacy Policy, available at <https://netly.ca/confidentialite>, and our End User License Agreement. These documents are incorporated herein by reference.

These Terms apply to all users of the NETLY Platform, including Clients (users seeking home and personal care services), Service Providers (professionals offering such services), and Advertisers (businesses posting Sponsored Listings, whether or not they are Service Providers on the Platform).

If You access the Service on behalf of a business or other legal entity, You represent that You have the authority to bind that entity to these Terms.

You agree that it is Your sole responsibility to ensure that Your access to and use of the Service comply with all applicable laws in Your jurisdiction. We do not warrant that the Service is appropriate or available outside of Canada, and the Platform is primarily designed for the Québec market.

### 2. INTERPRETATION AND DEFINITIONS

#### 2.1 Interpretation

Words with an initial capital letter have the meaning defined below and apply whether they appear in the singular or plural.

#### 2.2 Definitions

For the purposes of these Terms:

- **“Application” or “App”** means the NETLY mobile application provided by the Company, available for download on iOS and Android devices.
- **“App Store”** means the Apple Inc. App Store or the Google Inc. Google Play Store, from which You downloaded the Application.
- **“Affiliate”** means any entity that controls the Company, is controlled by it, or is under common control with it, where “control” means ownership of 50% or more of the voting shares or equivalent authority.
- **“Company”** (also referred to as “We,” “Our,” or “Us”) means VISION CONCURRENCE INC., operating as NETLY, based in Québec, Canada.
- **“User”** means, collectively, Clients and Service Providers.

- **“Client”** means a NETLY user who books and pays for home or personal care services through the Platform.
- **“Service Provider”** (also referred to as “Professional” or “Pro”) means a business or individual registered on the NETLY Platform to offer and perform services for Clients.
- **“Advertiser”** means any business or individual — whether or not a registered Service Provider — who posts a Sponsored Listing on the Platform for a fee, for the purpose of promoting its services without necessarily transacting through the Platform.
- **“Sponsored Listing”** means paid advertising content posted by an Advertiser, identified by the mention “Sponsored,” that redirects users to the Advertiser’s website, phone number, or address rather than to a Booking on the Platform.
- **“Service” or “Platform”** means the NETLY Application, the website, and all related tools, features, and functionalities.
- **“Booking”** means a request confirmed by a Client for a service to be performed by a Service Provider, facilitated by the Platform.
- **“Service Agreement”** means the legally binding contract formed upon confirmation of a Booking between a Client and a Service Provider.
- **“Transaction Amount”** means the gross amount agreed upon between the Client and the Service Provider for a given service, before application of Platform Fees.
- **“Escrow”** means the temporary holding of funds by the Payment Service Provider (PSP), pending confirmation that the service has been completed.
- **“Platform Fees”** means the commission collected by NETLY on each completed transaction, currently set at 20% of the Transaction Amount, comprising a 5% Service Fee paid by the Client and a 15% Commission paid by the Service Provider.
- **“Content”** means any text, image, review, information, or other material posted, submitted, or made accessible through the Service.
- **“Device”** means any device used to access the Service, including mobile phones, tablets, or computers.
- **“You”** (also referred to as “User” or “Your”) means the person accessing or using the Service, or the legal entity on whose behalf that person is acting.

### 3. THE NETLY PLATFORM

#### 3.1 Platform description

NETLY is a two-sided platform that connects Clients and Service Providers for home and personal care services. The Platform facilitates the discovery, booking, scheduling, and payment of services including, without limitation: residential cleaning, housekeeping, plumbing, electrical work, landscaping, childcare, elder care, wellness and beauty services, and any other category offered on the Platform.

The Platform operates primarily in Québec, Canada, serving both the French- and English-speaking markets. Service availability may vary by geographic area.

#### 3.2 NETLY is not an employer

NETLY is a technology platform and marketplace. The Company is not the employer of any Service Provider. Service Providers are independent contractors, sole proprietors, or registered businesses. No employment, partnership, agency, joint venture, or franchise relationship exists between NETLY and any Service Provider or Client.

This contractual characterization is not binding on courts, the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST), or any other competent authority, which may apply their own criteria to determine the true nature of the relationship. If a Service Provider is reclassified as an employee, agent, or representative of NETLY by a court, arbitrator, or competent administrative body, notwithstanding the characterization set out herein, such reclassification shall not operate retroactively so as to impose on NETLY any obligations other than those expressly set out in an enforceable decision. The Service Provider agrees to indemnify NETLY for any claim arising from an inaccurate representation of their actual status at the time of registration on the Platform.

NETLY assumes no responsibility for the acts, omissions, quality, timeliness, or legality of services performed by Service Providers.

### 3.3 No endorsement

Any indication that a Service Provider is “verified,” “top-rated,” or holds a particular accreditation reflects information provided by the Service Provider and is not independently verified by NETLY, unless explicitly stated otherwise. Clients are solely responsible for evaluating and selecting Service Providers.

### 3.4 Recurring bookings

The Platform supports recurring booking schedules (weekly, biweekly, monthly, or custom frequency). Recurring bookings are subject to the same Terms as one-time bookings and may be modified or cancelled by either party in accordance with the cancellation policy in effect at the time of the Booking.

## 4. USE OF THE SERVICE

### 4.1 Account creation

To access the Platform’s core features, You must create a NETLY account. You agree to provide accurate, complete, and current information upon registration. You are responsible for the confidentiality of Your login credentials and for all activity conducted under Your account.

You must be at least 18 years of age, or have reached the age of majority in Your jurisdiction, to create an account and use the Service.

### 4.2 Identity verification (KYC)

*NETLY may require identity verification before granting full access to the Platform. This verification may include the submission of a government-issued photo ID, a recent proof of address (less than 3 months old), and a selfie for security purposes.*

*Service Providers are subject to additional verification requirements, including:*

- *the general liability insurance requirements applicable to their status, as set out in Sections 4.2.1 and 4.2.2;*
- *for businesses, a valid certificate of incorporation or registration (Québec enterprise number — NEQ), as well as, for any business employing personnel who perform services through the Platform, proof of current standing with the Commission des normes, de l’équité, de la santé et de la sécurité du travail (CNESST). NETLY assumes no responsibility for workplace accidents or occupational injuries sustained by a Service Provider’s personnel, such responsibility resting exclusively with the employer concerned;*
- *a criminal background check — optional but recommended for all Service Providers, and mandatory for any Service Provider offering childcare, elder care, or any other service involving direct, unsupervised contact with a vulnerable clientele (minors, persons with diminished autonomy, or persons with reduced mobility). For these categories, the report must be dated less than six (6) months prior, must include a vulnerable sector check where required by applicable law, and must be renewed every twelve (12) months, failing which the Service Provider’s registration in the categories concerned will be automatically suspended. For other service categories, the Service Provider may submit their own report (less than 6 months old), request that NETLY order the report (at a cost of \$25, deducted from the first payout), or decline, in which case their visibility on the Platform may be reduced.*

*Note: The result of the KYC verification (pass, fail, or flag) is communicated to NETLY by the verification partner. Underlying documents are not retained by NETLY — see the Privacy Policy, Section 5.3.*

#### 4.2.1 Service Providers — Established businesses

*Service Providers operating under a registered business structure (a legal person, a registered company, or a holder of a Québec enterprise number — NEQ) must provide, before obtaining full access to the Platform, proof of active general liability insurance in a minimum amount of \$2,000,000 CAD, covering activities carried out through the Platform. This proof must be renewed and submitted to NETLY upon each policy renewal date, failing which the Service Provider’s access to the Platform may be suspended in accordance with Section 11.*

#### 4.2.2 Service Providers — Independent contractors

*Service Providers acting as independent contractors, without a registered business structure, remain solely responsible for obtaining general liability insurance coverage appropriate to the nature of the services they offer through the Platform. By registering as a Service Provider, the independent contractor acknowledges and agrees that:*

- *it is their sole responsibility to assess the risks associated with their activity and to obtain appropriate insurance coverage, as applicable;*
- *NETLY does not require any minimum coverage amount for this category of Service Provider; but assumes no responsibility for damages, injuries, or losses arising from the absence or insufficiency of such coverage;*
- *they will indemnify and hold NETLY harmless from any claim related to the performance of their services, in accordance with Section 14 (Indemnification).*

*NETLY reserves the right to require, at any time and at its discretion, that an independent contractor provide proof of insurance before continuing to offer services on the Platform, particularly for service categories deemed higher-risk (e.g., plumbing, electrical work).*

#### **4.3 Prohibited conduct**

You agree not to use the Service to:

- submit false, misleading, or fraudulent information;
- impersonate any person or entity, or misrepresent Your affiliation with any person or entity;
- post or transmit any defamatory, abusive, harassing, discriminatory, obscene, or otherwise objectionable content;
- attempt to gain unauthorized access to any part of the Platform or its infrastructure;
- use automated tools (bots, scrapers, crawlers) to access the Platform or extract information from it;
- circumvent, disable, or otherwise interfere with any security feature of the Platform;
- use the Platform for any unlawful purpose or any purpose prohibited by these Terms;
- arrange or facilitate, directly or indirectly, any services, payments, or communications outside the Platform with a Client or Service Provider met through the Platform, in order to avoid applicable fees, for a period of twelve (12) months following the parties' first connection through the Platform;
- post false or misleading reviews, ratings, or recommendations;
- commit or attempt to commit fraud, including the unauthorized use of a payment method, the creation of multiple accounts to circumvent a suspension, or the generation of abusive chargebacks;
- engage in any activity likely to harm NETLY's reputation or business operations.

Any User found responsible for a violation of the anti-circumvention clause above shall be liable, in addition to the suspension or termination of their account described below, to pay NETLY an amount equal to the Platform Fees that would have applied to the transactions so diverted, as reasonably estimated liquidated damages, without prejudice to NETLY's right to claim any additional demonstrated damages.

NETLY reserves the right to suspend or terminate any account involved in prohibited conduct, with or without notice — see also Section 11 (Suspension and Termination).

## **5. BOOKINGS AND SERVICES**

### **5.1 Booking process**

Clients may browse available Service Providers, review profiles and ratings, and request bookings through the Platform. All bookings must be initiated and confirmed via the Platform. NETLY disclaims all responsibility for arrangements made outside the Platform.

### **5.2 Service Agreement**

When a Client confirms a Booking and a Service Provider accepts it, a Service Agreement is formed between the Client and the Service Provider. NETLY is not a party to this Service Agreement. The terms of the Service Agreement include the service description, date, time, location, and agreed price as recorded on the Platform.

### **5.3 Service Provider responsibilities**

Service Providers represent and warrant that they:

- are legally authorized to work in the jurisdiction in which they provide their services;
- hold all licenses, permits, certifications, and registrations required for the services offered;

- maintain the general liability insurance coverage applicable to their status, in accordance with Sections 4.2.1 and 4.2.2, for all services performed through the Platform;
- will perform all services in a professional, safe, and timely manner;
- will honor all confirmed bookings, except for a legitimate cancellation in accordance with the Platform's cancellation policy.

## 5.4 Client responsibilities

Clients are responsible for:

- accurately describing the service required at the time of booking;
- providing safe and adequate access to their property for the Service Provider;
- confirming completion of the service through the Platform within 48 hours of the service's scheduled end time;
- providing honest and accurate feedback and ratings.

## 5.5 Sponsored Listings

NETLY offers registered Service Providers, as well as external Advertisers (not necessarily engaging in transactional activity on the Platform), the opportunity to post Sponsored Listings for a fee, subject to the following terms:

- registered Service Providers may submit a request for a Sponsored Listing for approval by NETLY's administration; unregistered external Advertisers have their Listing created and managed directly by NETLY's administration;
- each Sponsored Listing is clearly identified by a "Sponsored" badge and appears among the search results of the relevant category and subcategory, alongside regular Service Providers;
- the approval, activation, and expiry of any Sponsored Listing are at the sole discretion of NETLY's administration, including for requests submitted by a Service Provider;
- Sponsored Listings are billed according to fixed-term packages (monthly, semi-annual, or annual), payable via in-app payment for registered Service Providers, or by bank transfer for external Advertisers, the latter method requiring manual payment confirmation by the administration prior to activation;
- renewal of a Sponsored Listing is never automatic; the administration must manually set a new expiry date following each payment, in accordance with NETLY's policy that no movement of funds is processed automatically;
- NETLY may display, for performance-tracking purposes, aggregated statistics (views, clicks, contact interactions) associated with a Sponsored Listing, visible only to the Advertiser concerned within their profile;
- the assignment of Founding Provider, Provider Pro, or Verified badges remains independent of Sponsored Listing status and is not guaranteed by the purchase of a Listing.

# 6. FEES AND PAYMENTS

## 6.1 Platform fee structure

NETLY collects Platform Fees on each completed transaction, as follows:

- Client Service Fee: 5% of the Transaction Amount, payable by the Client and added to the total booking price;
- Provider Commission: 15% of the Transaction Amount, deducted from the amount paid to the Service Provider;
- Total Platform Fees: 20% of the Transaction Amount.

Example: for a \$100 service, the Client pays \$105 (including the 5% service fee). The Service Provider receives \$85 (after deduction of the 15% commission, or \$15). NETLY retains \$20 in total platform revenue.

## 6.2 Taxes

All fees indicated exclude applicable sales taxes. Applicable taxes are calculated and displayed at the time of booking, based on the location where the service is performed:

| Province | Applicable Taxes | Notes |
|----------|------------------|-------|
|----------|------------------|-------|

|                  |                                                    |                                                            |
|------------------|----------------------------------------------------|------------------------------------------------------------|
| Québec           | GST (5%) + QST (9.975%)                            | NETLY's GST/QST registration numbers are shown on receipts |
| Ontario          | HST (13%)                                          | Single harmonized tax                                      |
| British Columbia | GST (5%) + PST (7%)                                | PST is non-recoverable, applied to the service price       |
| Alberta          | GST (5%) only                                      | No provincial sales tax                                    |
| Other provinces  | As applicable under the relevant provincial regime | Automatically calculated based on service location         |

Service Providers are solely responsible for remitting the income tax applicable to their fees to the relevant tax authorities. NETLY collects and remits the applicable GST and QST on transactions in accordance with Section 6.2. NETLY issues a T4A slip to Service Providers who received \$500 CAD or more in a calendar year, in accordance with Canada Revenue Agency requirements. As NETLY does not withhold any Québec income tax at source on amounts paid, no Relevé 1 is issued for fees paid to Service Providers.

### 6.3 Payment processing

All payments are processed through a secure third-party Payment Service Provider (PSP), such as Stripe. Clients must provide valid payment information to book services. Funds are held in escrow by the PSP until one of the following conditions is met:

- the Client confirms completion of the service through the Platform;
- 48 hours elapse after the service's scheduled end time without a response from the Client;
- a dispute resolution is concluded by the NETLY team.

### 6.4 Payouts

Amounts released to a Service Provider, in accordance with Section 6.3, are aggregated and disbursed by the PSP on a weekly payout cycle, initiated every Friday. Any transaction whose funds are released during a given week is included in the payout initiated the following Friday. At the time of payout, the PSP disburses the applicable amounts to the Service Provider and to NETLY respectively, after deduction of the Provider Commission and any other amount owed. NETLY is not responsible for additional delays caused by the PSP in executing the bank transfer once the payout has been initiated.

### 6.5 Non-refundable fees

Platform Fees (Client Service Fee and Provider Commission) are non-refundable once the service has begun, except at NETLY's sole discretion as part of a dispute resolution. If a booking is cancelled before the service begins, Platform Fees may be refunded in accordance with the applicable cancellation policy.

### 6.6 Cancellation policy

NETLY applies a uniform cancellation policy, without a graduated penalty based on notice period. **The 5% Service Fee is non-refundable under any circumstances**, including where the cancellation is initiated by the Service Provider. The remainder of the amount paid is refunded directly to the Client's original payment method, in accordance with the following table:

| Scenario                                                       | Treatment of Funds                                                                                                                                                 | Booking Status |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Cancellation by the Client before the service begins           | 5% Service Fee retained (non-refundable); remaining balance refunded directly to the original payment method                                                       | Cancelled      |
| Cancellation by the Service Provider before the service begins | 5% Service Fee retained (non-refundable); remaining balance refunded directly to the original payment method; no Commission collected by NETLY on this transaction | Cancelled      |
| Service already underway (cancellation during performance)     | 5% Service Fee retained (non-refundable); amount                                                                                                                   | Interrupted    |

|                                                                |                                                                                                                         |         |
|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|---------|
|                                                                | proportional to work performed paid to the Provider; remaining balance refunded directly to the original payment method |         |
| Booking not confirmed by the Provider within the allotted time | Payment authorization cancelled; no amount was charged, so no Service Fee to retain                                     | Expired |

*Important: refunds are processed directly by Stripe to the Client's original payment method — see Section 6.7.*

## 6.7 Refunds and Payouts

Any refund owed to a Client is processed directly by the Payment Service Provider (PSP) to their original payment method, without passing through an intermediary balance or account — subject to the non-refundable Service Fee set out in Section 6.6.

Payouts to Service Providers are processed by the PSP to their individual account, in accordance with Section 6.4.

Tips are paid to the relevant Service Provider as part of their regular payout cycle set out in Section 6.4, with no separate balance or credit mechanism.

## 6.8 Tips

Clients may, at their discretion, leave a tip for a Service Provider through the Platform. NETLY acts solely as a limited payment agent for the processing of tips: the Service Provider receives 100% of the tip amount, with no Commission deducted.

## 6.9 Deposits

Certain Service Providers may require a deposit representing up to 100% of the service price before performance. Where a deposit is required, its amount and conditions must be disclosed to the Client before the Booking is confirmed.

# 7. CONTENT AND REVIEWS

## 7.1 User content

Users may post Content through the Platform, including photos, descriptions, messages, and reviews. You are solely responsible for the Content You post. By posting Content, You grant NETLY a worldwide, royalty-free, perpetual, irrevocable, and non-exclusive license to use, reproduce, modify, display, and distribute such Content in connection with operating and promoting the Platform.

## 7.2 Prohibited content

You may not post Content that:

- is false, misleading, defamatory, or fraudulent;
- infringes any intellectual property right, privacy right, or any other right of a third party;
- contains viruses, malware, or any other harmful code;
- constitutes unsolicited commercial messaging (spam);
- violates any applicable law or regulation.

## 7.3 NETLY's right to remove Content, and dispute procedure

NETLY reserves the right to remove any Content that violates these Terms or that NETLY deems, in its sole discretion, harmful or objectionable, without notice.

A Service Provider who believes that a review or rating posted about them is false, defamatory, or otherwise contrary to Section 7.2 may submit a review request to NETLY, together with the grounds and any supporting evidence. NETLY will review the request within a reasonable time and may, at its discretion, remove the contested review, maintain it, or allow the Service Provider to publicly respond to it through the Platform. NETLY's decision in this regard is final within the

scope of the Platform's operations, without prejudice to the Service Provider's right to pursue any independent legal remedy against the author of the contested review.

## 8. INTELLECTUAL PROPERTY

All aspects of the NETLY Platform, including its name, logo, design, software, features, and content, are the exclusive property of the Company and are protected by applicable intellectual property laws. A limited, non-exclusive, non-transferable license is granted to You to access and use the Platform strictly for its intended purposes.

The NETLY name, its logo, and all related marks are trademarks of the Company. Any other trademark referenced on the Platform remains the property of its respective owner. You may not use any NETLY intellectual property without the Company's prior written consent.

You may not copy, modify, reproduce, distribute, or create derivative works from any part of the Platform without NETLY's written authorization.

**Assignment of derivative works:** *any element developed by a third party (including a developer, consultant, or partner) specifically for the NETLY Platform, as well as any derivative work resulting therefrom, is automatically assigned to Vision Concurrence Inc. upon its creation, without any separate assignment agreement being required, unless otherwise agreed in writing.*

### 8.1 Your feedback and suggestions

We place real value on your ideas. If you send us feedback, suggestions, or feature requests, you understand that NETLY may use them freely, without obligation or compensation to you. By submitting feedback, You assign to NETLY any intellectual property right therein.

## 9. PRIVACY AND DATA PROTECTION

Your use of the Platform is governed by our Privacy Policy, available at <https://netly.ca/confidentialite>. By using the Platform, You consent to the collection, use, and disclosure of Your personal information as described in the Privacy Policy.

NETLY complies with applicable Canadian legislation governing the protection of personal information, including the Act Respecting the Protection of Personal Information in the Private Sector (Québec), as amended by Law 25, as well as the Personal Information Protection and Electronic Documents Act (PIPEDA).

Personal information may be transferred to and processed in jurisdictions outside of Québec or Canada, including by our third-party service providers. By using the Platform, You consent to such transfers.

In the event of a privacy incident — namely, unauthorized access, use, or disclosure, or loss of personal information held by NETLY — presenting a risk of serious harm, NETLY undertakes to notify the Commission d'accès à l'information du Québec as soon as possible, as well as any affected individual, with a description of the information involved, the measures taken to mitigate the risks, and the measures the individual may themselves take. NETLY maintains a register of privacy incidents in accordance with applicable legal requirements.

You have the right to request that the computerized personal information You have provided to NETLY be communicated to You in a structured, commonly used technological format, or transmitted directly to any person or organization authorized to receive it.

Where NETLY makes a decision about You based exclusively on automated processing of personal information (for example, in evaluating a Service Provider's eligibility or detecting fraud), NETLY will inform You no later than when it communicates the decision to You, and You have the right to be informed of the main factors leading to the decision, to submit Your observations, and to request that a member of NETLY's staff review the decision.

NETLY retains Your personal information only for as long as necessary for the purposes for which it was collected, or as required by applicable legal requirements. As a general guideline:

- information related to Your account and transaction history is retained for the duration of Your active account, and for an additional period of seven (7) years following its closure, for tax and accounting compliance purposes;
- communications exchanged via the in-app messaging system are retained for twenty-four (24) months, except where relevant to an ongoing dispute resolution, in which case they are retained until that dispute is fully resolved;

- documents submitted for identity verification purposes are handled in accordance with Section 9.1.

Upon expiry of the applicable retention periods, Your personal information is irreversibly destroyed or anonymized, subject to any legal obligation requiring extended retention.

## **9.1 Use of personal information for identity verification purposes**

As part of the identity verification (KYC) process described in Section 4.2, NETLY collects from Users certain personal information, including notably a photo ID, proof of address, a selfie, and, for Service Providers, proof of insurance and, where applicable, a criminal background check report.

This information is collected and used solely for the following purposes:

- confirming the User's identity and preventing identity theft, fraud, and unlawful activity on the Platform;
- assessing a Service Provider's eligibility to operate on the Platform, in accordance with the requirements of Section 4.2;
- complying with the legal and regulatory obligations applicable to NETLY, including in respect of fraud prevention.

Verification is performed by a third-party verification partner. NETLY retains only the result of the verification (pass, fail, or flag); the underlying documents submitted for verification purposes are not retained by NETLY beyond the period strictly necessary for verification, except where their retention is required by law.

This processing is carried out in accordance with the Act Respecting the Protection of Personal Information in the Private Sector (Québec), as amended by Law 25, and the Personal Information Protection and Electronic Documents Act (PIPEDA). In accordance with these laws, You have the right to access the personal information concerning You held by NETLY, to request that it be corrected, and to withdraw Your consent to its processing, subject to the consequences such withdrawal may have on Your access to the Platform. Any request in this regard may be sent to [support@netly.ca](mailto:support@netly.ca) or to NETLY's privacy officer, in accordance with the Privacy Policy.

## **10. DISPUTE RESOLUTION**

### **10.1 Between Users**

If a dispute arises between a Client and a Service Provider regarding a Booking, including with respect to alleged property damage, loss, or theft occurring in the course of a service, the parties are encouraged to first attempt to resolve the matter directly through the in-app messaging system.

### **10.2 NETLY's assistance**

If direct resolution fails, either party may submit a dispute resolution request to NETLY. NETLY will review the available information, including in-app communications, photos, booking records, and any other relevant data, for the sole purpose of determining the release or refund of funds held by the Payment Service Provider (PSP) in connection with the Booking concerned. NETLY's decision in this regard will be final within the scope of the Platform's operations.

### **10.3 Limitations**

NETLY's dispute resolution process through the Platform is limited to questions relating to payment for a specific booking. NETLY assumes no responsibility for resolving disputes relating to service quality, alleged property damage, or alleged loss, beyond the disbursement of funds held by the PSP. NETLY has no obligation to put the parties in contact with an insurer, to intervene in an insurance claim, or to facilitate such a process in any way. It is the sole responsibility of the Client and Service Provider concerned to pursue, as applicable, any available remedy directly with the relevant insurer or through legal proceedings. Nothing in this Section limits either party's right to pursue an independent legal remedy.

## **11. SUSPENSION AND TERMINATION**

NETLY may suspend or terminate Your access to the Platform at any time, with or without notice, for any reason including, without limitation:

- a violation of these Terms;
- fraudulent activity, including unauthorized use of a payment method or the creation of multiple accounts to circumvent a suspension;

- an excessive volume of chargebacks or fraud flags from the PSP;
- an account whose credentials or payment methods show signs of compromise;
- conduct harmful to other Users or to the Platform.

You may terminate Your account at any time by contacting NETLY support or through the account settings in the Application, provided that no active Booking is in progress.

Upon termination, all licenses granted to You under these Terms terminate immediately. Any outstanding obligation (including unpaid fees) survives termination.

NETLY may also suspend or disable all or part of the Platform, without incurring liability, for maintenance purposes or due to an event of force majeure, meaning any unforeseeable event beyond NETLY's reasonable control, including notably a natural disaster, a major outage of a third-party technology or payment infrastructure provider (including the PSP), a strike, a telecommunications disruption, a government act, or any other circumstance recognized as force majeure under Québec law. NETLY will make reasonable efforts to restore the Service within a reasonable time following the end of such event.

## **12. DISCLAIMER OF WARRANTIES**

**THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. NETLY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY. NETLY DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS. NETLY MAKES NO REPRESENTATION OR WARRANTY REGARDING SERVICES PROVIDED BY SERVICE PROVIDERS THROUGH THE PLATFORM.**

## **13. LIMITATION OF LIABILITY**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NETLY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OF GOODWILL, ARISING FROM THESE TERMS OR YOUR USE OF THE PLATFORM, EVEN IF NETLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NETLY'S TOTAL AND CUMULATIVE LIABILITY ARISING FROM THESE TERMS SHALL NOT EXCEED THE PLATFORM FEES YOU HAVE PAID TO NETLY DURING THE SIX (6) MONTHS PRECEDING THE CLAIM.**

Nothing in this Section limits, excludes, or restricts any right or remedy a Client possesses as a consumer under the Consumer Protection Act (Québec) (C.Q.L.R., c. P-40.1) or any other applicable public order law. In particular, the limitation of liability above does not apply to: bodily injury caused by the intentional or gross fault of a Service Provider or NETLY; the legal warranty of quality applicable under the Civil Code of Québec and the Consumer Protection Act; or any remedy that a consumer cannot waive by contract under public order law. In the event of any inconsistency between this Section and a public order provision protecting consumers, the latter shall prevail.

To the same extent and subject to the same limits set out in this Section, a User's indemnification obligation to NETLY under Section 14 is limited to direct, reasonably foreseeable damages and reasonably incurred legal fees, excluding any indirect, incidental, consequential, exemplary, or punitive damages, except in the case of the User's intentional or gross fault.

## **14. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless NETLY, its Affiliates, officers, directors, employees, and agents from and against any direct and reasonably foreseeable claim, liability, damage, judgment, loss, cost, and expense (including reasonable legal fees) arising from or related to: (i) Your use or misuse of the Platform; (ii) any Content You post; (iii) Your breach of these Terms; (iv) Your violation of applicable law; or (v) any service You perform or receive through the Platform. This indemnification obligation is subject to the limits set out in Section 13.

## **15. MINORS**

The NETLY Platform is not intended for minors. We do not knowingly collect personal information from individuals under the age of 18. By using the Platform, You confirm that You are at least 18 years of age or have reached the age of majority in Your jurisdiction.

This confirmation is verified, to the extent reasonable, through the identity verification process set out in Section 4.2, where required. NETLY reserves the right to immediately suspend any account for which it has reasonable grounds to believe the User is a minor, and to delete the personal information associated with that account, subject to any legal retention obligation.

## **16. GEOGRAPHIC RESTRICTIONS**

The NETLY Platform is designed for use in Canada, with activities concentrated primarily in the province of Québec. The Platform is not intended for use in jurisdictions where it is not legally authorized. If You access the Platform from outside of Canada, You do so at Your own risk and are responsible for compliance with local laws.

## **17. LANGUAGE**

In accordance with the Charter of the French Language (Law 96), these Terms are drafted and made available in French. An English version is also provided for the information of English-speaking Users.

**Prevailing clause:** *in the event of any discrepancy or inconsistency between the French and English versions of these Terms, the French version shall prevail for any User residing in Québec.*

## **18. RIGHT OF WITHDRAWAL**

In accordance with the Consumer Protection Act (Québec) (C.Q.L.R., c. P-40.1), certain contracts entered into remotely may be subject to a withdrawal period. Subject to the exceptions provided by law (notably where the service has already been performed at the Client's express request), the Client has 14 days following the conclusion of the contract to withdraw from a Booking, without fees or penalties other than those provided under the applicable cancellation policy if the service has already begun.

Nothing in this Section limits the inalienable rights of Québec consumers under the Consumer Protection Act.

## **19. AMENDMENTS TO THESE TERMS**

NETLY reserves the right to amend these Terms at any time. Amendments will be posted on the Platform with an updated "Last Revised" date. For material amendments, NETLY will use reasonable efforts to notify Users through the Platform or by email, at least 30 days before the change takes effect. Your continued use of the Platform following any amendment constitutes Your acceptance of the revised Terms.

## **20. GOVERNING LAW AND JURISDICTION**

These Terms are governed by the laws of the province of Québec and the federal laws of Canada applicable therein. Any dispute arising from these Terms shall be submitted to the non-exclusive jurisdiction of the courts of the judicial district of Québec, without prejudice to any User's right to file a complaint with a competent regulatory body.

## **21. SEVERABILITY, WAIVER, AND ASSIGNMENT**

If any provision of these Terms is found to be invalid or unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in full force and effect.

No waiver of any breach of these Terms shall constitute a waiver of any subsequent breach. NETLY's failure to enforce any provision of these Terms shall not constitute a waiver of NETLY's rights.

NETLY may assign, transfer, or delegate these Terms and all rights and obligations arising therefrom, in whole or in part, without Your prior consent, including in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets. You may not assign or transfer Your rights or obligations under these Terms without NETLY's prior written consent. These Terms are binding upon and inure to the benefit of the parties and their permitted successors and assigns.

## **22. ENTIRE AGREEMENT**

These Terms, together with the Privacy Policy and any other document expressly incorporated herein, constitute the entire agreement between You and NETLY regarding Your use of the Platform, and supersede any prior agreement or understanding.

## **CONTACT US**

For any questions regarding these Terms of Use, please contact us:

Email: [support@netly.ca](mailto:support@netly.ca)

Website: <https://netly.ca>

Mailing address: Vision Concurrence Inc., Québec, Canada

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