**Summary of ECAH’s General Terms of Services Document:**

Critical Privacy Information and Legalities within the Healthcare Industry primarily in Canada and the United States, but the Privacy and Security of all Personal Information of ECAH’s users are applicable on an international basis, and all ECAH’s users should adhere to this “ECAH’s General Terms of Services” document, ECAH’s “Privacy Policy” document, as well as other relevant and applicable Privacy, Security, and Governance Laws.

**ECAH Privacy Office:**

ECAH Privacy Officer: Jenna Chou, PMP, MSc.

Private Business Cell: 1-647-825-5258

[ECAH.Privacy@Gmail.com](mailto:ECAH.Privacy@Gmail.com)

[Privacy@MyECAH.com](mailto:Privacy@MyECAH.com)

**ECAH Business Contacts:**

[www.MyECAH.com](http://www.MyECAH.com)

[Contact@MyECAH.com](mailto:Contact@MyECAH.com)

Phone: 1-647-360-0909

Address: 100 King Street West, Suite #5700, Toronto, Ontario, M5X 1C7

Logo

Description automatically generated

GENERAL TERMS OF SERVICES

ECAH (Easy Care At Home)

**ECAH (Easy Care At Home)**

**GENERAL TERMS OF SERVICES**

Last Revised: June 8, 2022.

Version: v.3, Copyright by ECAH© 2022

Table of Contents

[1. YOUR AGE AND ELIGIBILITY 7](#_Toc105593678)

[2. SCOPE OF ECAH SERVICES AND ECAH’S ROLE 7](#_Toc105593679)

[3. NO ENDORSEMENT 9](#_Toc105593680)

[4. PRIVACY 9](#_Toc105593681)

[5. ELIGIBLE MOBILE DEVICES 9](#_Toc105593682)

[6. YOU MUST BE A REGISTERED USER IN ORDER TO FULLY USE THE ECAH SERVICES AND BE A RECIPIENT 9](#_Toc105593683)

[7. LOG-IN METHODS 11](#_Toc105593684)

[8. LIMITED USE; RESERVATION OF RIGHTS 11](#_Toc105593685)

[9. ACCEPTABLE USE & CONDUCT; COMPLIANCE WITH LAWS 12](#_Toc105593686)

[10. REQUESTS FOR HOME CARE SERVICES 13](#_Toc105593687)

[*Making a Request* 13](#_Toc105593688)

[*Cancelling Requests* 13](#_Toc105593689)

[11. ECAH IS NOT RESPONSIBLE FOR ACCEPTING OR REJECTING REQUESTS. 13](#_Toc105593690)

[12. ECAH DOES NOT PROVIDE HOME CARE SERVICES AND IS NOT RESPONSIBLE FOR HOME CARE SERVICES. 13](#_Toc105593691)

[13. FEES & PAYMENTS 15](#_Toc105593692)

[14. SUBMISSIONS and FEEDBACKS 15](#_Toc105593693)

[15. RESPONSIBILITY FOR CONTENT 17](#_Toc105593694)

[16. GENERAL DISCLAIMERS 17](#_Toc105593695)

[17. LIMITS AND EXCLUSIONS OF LIABILITY 18](#_Toc105593696)

[18. INTELLECTUAL PROPERTY OWNERSHIP 19](#_Toc105593697)

[19. REPORTING COPYRIGHT INFRINGEMENT CLAIMS 20](#_Toc105593698)

[20. REPEAT INFRINGERS 21](#_Toc105593699)

[21. EXTERNAL SOURCES AND ECAH SERVICES; THIRD PARTY BENEFICIARIES 21](#_Toc105593700)

[22. LINKING TO THE WEBSITE 21](#_Toc105593701)

[23. ECAH SERVICES UPDATES; “ECAH’S GENERAL TERMS OF SERVICES (TOS)” AMENDMENTS 22](#_Toc105593702)

[24. TERMINATION; SUSPENSION AND AFTER TERMINATION 23](#_Toc105593703)

[25. INDEMNIFICATION 24](#_Toc105593704)

[26. INDEPENDENT CONTRACTORS 24](#_Toc105593705)

[27. APPLICABLE LAW & JURISDICTION 24](#_Toc105593706)

[28. ASSIGNMENT 25](#_Toc105593707)

[29. WAIVER OF CLASS ACTIONS 25](#_Toc105593708)

[30. SEVERABILITY; ENTIRE AGREEMENT; WAIVER 25](#_Toc105593709)

[31. FORCE MAJEURE 26](#_Toc105593710)

[32. INTERPRETATION 26](#_Toc105593711)

[33. LANGUAGE OF THIS AGREEMENT 26](#_Toc105593712)

[Contact Information 1](#_Toc105593713)

[*1) ECAH’s Privacy Office* 1](#_Toc105593714)

[*2) ECAH’s General Business Contact Info* 1](#_Toc105593715)

[Important Notice 1](#_Toc105593716)

**ECAH (Easy Care At Home)**

**GENERAL TERMS OF SERVICES**

Last Revised: June 8, 2022

Version: v.3, Copyright 2022© by ECAH Inc.

These “ECAH’S GENERAL TERMS OF SERVICES (TOS)” are between **you (i.e. the end-user)** (“**You**”) and **Easy Care at Home (ECAH) Incorporation** (“**ECAH**”), and they govern Your use of the ECAH Services (as defined below). In these “ECAH’S GENERAL TERMS OF SERVICES (TOS)”, the word “**use**” means “access or use”.

ECAH makes available, via its Website and its Apps, an online service that allows Users seeking home care service to arrange, schedule and pay for home care services from third party service providers who wish to complete such services for the requesting User.

You may contact ECAH by e-mail at [Privacy@MyECAH.com](mailto:Privacy@MyECAH.com) with questions about these “ECAH’S GENERAL TERMS OF SERVICES (TOS)”.

**PLEASE READ THIS ENTIRE “ECAH TERMS OF SERVICES” DOCUMENT CAREFULLY BEFORE DOWNLOADING, USING, OR RECEIVING ANY OF THE “ECAH SERVICES” OR ANY HOME CARE SERVICES.**

**These “ECAH’s General Terms of Services (TOS)” contain very important information regarding your rights and obligations, as well as certain exclusions and limitations, including the following:**

* **Disclaimers regarding ecah services**
* **Liability limitations and exclusions**
* **An indemnity from you**
* **A forum selection clause**
* **A waiver of class action disputes clause**

**These “ECAH’s General Terms of Services (TOS)” are effective upon acceptance. By using the services, registering with ecah, or by clicking the appropriate “sign up”, “accept”, or similar button, you acknowledge reading, understanding and accepting these “ECAH’s General Terms of Services (TOS)”.**

**If you are agreeing to this agreement on behalf of another person or entity, then you represent and warrant to ecah that you have the authority to bind that person or entity to this agreement.**

**If you do not agree to be bound by any part of these “ECAH’s General Terms of Services (TOS)”, then you must not use any of the ecah services and must cease any use of the ecah services immediately.**

**SELECT DEFINITIONS:**

**Apps:** means the mobile applications that ECAH makes available for use of the ECAH Services.

**Content**: means any text, information, materials, data, video, graphics, pictures, music, logos, marks, designs, software (excluding the Apps), hyperlinks, embedded links, URLs, and other types of content.

**ECAH Content**: other than Submissions, any Content available on the ECAH Services or used to create and operate the ECAH Services, as well as the selection and arrangement of such Content.

**ECAH Services**: means the Website and the Apps, as well as any software, platforms, digital services, features, tools, and functionalities, as well as ECAH Content made available via or accessible through any of the foregoing.

**Home Care Services**: means the care services offered by and provided by Providers to Recipients. **Registered User**: means a User that has set-up a Registered User Account (as defined in Section 3). **Recipient**: means a Registered User who requests to receive, or actually receives, any Home Care Services.

**Provider**: means a third party independent contractor home care service provider, who may fulfill one or more Recipient requests (i.e. made via the ECAH Services) for Home Care Services.

**Submissions**: means any Content that You, or other Users, upload, submit, post, transmit or otherwise transfer to the ECAH Services.

**User**: means any end user of the ECAH Services.

**Website**: means ECAH’s website currently located at <http://easycareathome.com/> (and the webpages

within that website).

1. **YOUR AGE AND ELIGIBILITY**
   * The ECAH Services are not intended for persons under the age of 18 and no person under the age of 18 may download an Apps or otherwise use the ECAH Services.
   * If You download the Apps or otherwise use the ECAH Services, You represent and warrant to ECAH that You are at least 18 years of age.
   * At present, only Registered Users in Ontario, Canada may request and receive Home Care Services.
2. **SCOPE OF ECAH SERVICES AND ECAH’S ROLE**
   * The ECAH Services provide Users with an online platform that enables Recipients to arrange, schedule and pay for Home Care Services from Providers.
   * You acknowledge and agree that the ECAH Services merely facilitate arranging, scheduling and payments for Home Care Services.
   * YOU ACKNOWLEDGE AND AGREE THAT YOUR ABILITY TO OBTAIN HOME CARE SERVICES THROUGH THE USE OF THE ECAH SERVICES DOES NOT ESTABLISH ECAH AS A PROVIDER OF HOME CARE SERVICES OR AS AN AGENT FOR SAME. IN NO EVENT WILL ECAH BE RESPONSIBLE FOR AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ECAH DISCLAIMS AND EXCLUDES ALL LIABILITY ARISING FROM HOME CARE SERVICES, THE CONDUCT, ACTS OR OMISSIONS OF PROVIDERS, AS WELL AS TRANSACTIONS OR DEALINGS BETWEEN RECIPIENTS AND PROVIDERS.
   * When Recipients and Providers arrange for Home Care Services, they are entering into a contract directly with each other. ECAH is not and does not become a party to or other participant in any contractual relationship between Recipient and Partner. ECAH is not acting as an agent in any capacity for any Recipient or Provider.
3. **NO ENDORSEMENT**
   * ECAH does not endorse any Providers. ECAH may, but has no obligation to, verify or attempt to

confirm any information provided by Providers or any Provider’s purported identity.

* + No description of a Provider by ECAH is an endorsement.
  + ECAH, is not responsible for any damage or harm resulting from Your interactions with any Providers.

1. **PRIVACY**
   * In order to operate and make the ECAH Services available, ECAH collects, uses and discloses certain personal information about You. If you are a Recipient, such personal information may include personal health information. ECAH collects, uses, discloses and protects that information as described in ECAH’s Privacy Policy, which You can find at: <http://www.MyECAH.com/PrivacyPolicy> and which is hereby incorporated into and forms a part of these “ECAH’S GENERAL TERMS OF SERVICES (TOS)”. Your privacy is important to ECAH and ECAH’s Privacy Policy explains how ECAH collects, uses, discloses and protects Your personal information, including, if applicable, personal health information.
2. **ELIGIBLE MOBILE DEVICES**
   * The Apps are made available to You by ECAH free of charge through Google Play (owned or operated by Google Inc. (“**Google**”)) and the Apps Store (owned and operated by Apple Inc. (“**Apple**”)), for use on an eligible mobile device of Yours that complies with these “ECAH’S GENERAL TERMS OF SERVICES (TOS)” and is owned or controlled by You ("**Your Mobile Device**"). Without limitation, ECAH does not endorse Your Mobile Device and provides no representations, warranties or conditions regarding Your Mobile Device.
3. **YOU MUST BE A REGISTERED USER IN ORDER TO FULLY USE THE ECAH SERVICES AND BE A RECIPIENT**
   * You may browse limited portions of the ECAH Services without setting-up a Registered User Account.
   * In order to use certain features of the ECAH Services, including being a Recipient, You must become a Registered User by setting-up an account with ECAH (a “**Registered User Account**”) via the Apps and by creating a username and password, providing us Your e-mail address and creating a password, or through a third party social networking service accounts (“**SNS**”), such as Google and Facebook. Such login methods are referred to in these “ECAH’S GENERAL TERMS OF SERVICES (TOS)” as “**Login Methods**”.
   * As part of Registered User Account setup, You will be asked to provide certain information, such as: name, phone number, address, e-mail, date of birth, postal code, and billing and payment information (e.g. credit card information; bank account information)]. Please see Section 4 “Privacy Policy”, above, regarding collection, use and disclosure of personal information. For instance, ECAH sends some of Your personal information to ECAH’s third party payment processing provider, Stripe. You authorize ECAH to provide this information to PayPal.
   * If You choose to become a Registered User, then You represent, warrant and covenant to ECAH that: (i) You are based in Ontario, Canada; (ii) You will provide true, accurate, current and complete information; (iii) You will maintain and promptly update the information You provide to ECAH; (iv) You will not enter any irrelevant data into any form or data entry field other than

the data requested by ECAH for such field; and (v) You will not enter any personal health information.

* + In the event that You provide, or ECAH reasonably suspects that You have provided, any information that is untrue, inaccurate, not current, or incomplete, then ECAH has the right to suspend or terminate any Registered User Account and refuse any and all current or future use of the ECAH Services.
  + ECAH reserves the right to reject any registration in ECAH’s sole discretion.

1. **LOG-IN METHODS**
   * Login Methods are solely for a single Registered User’s personal use.
   * Registered User is solely responsible for (i) the confidentiality and security of Registered User’s Login Methods; and (ii) all activities that occur under Registered User’s Login Methods and/or Registered User Account.
   * ECAH is not obligated to inquire as to the authority or propriety of any use of, or action taken

under, a Registered User’s Login Methods and/or Registered User Account.

* + Registered User must immediately notify ECAH of any actual or suspected loss, theft or unauthorized use of Registered User’s Login Methods or Registered User Account, or any other security breaches of which Registered User becomes aware.
  + ECAH will not be responsible for any loss to any Registered User that arises from any use of its Registered User Account or Login Methods or from Registered Users’ failure to comply with these provisions.

1. **LIMITED USE; RESERVATION OF RIGHTS**
   * Subject to the terms and conditions of this Agreement, ECAH may make available to You for Your use: (i) the online portion(s) of the ECAH Services available to non-Registered Users; and (ii) if You are located in Ontario, Canada and have set-up a Registered User Account with ECAH in accordance with Section 6, the online portion(s) of the ECAH Services available to Registered Users.
   * Subject to the terms and conditions of this Agreement, ECAH grants to You, a limited, revocable, non-exclusive, non-transferable, non-sublicensable, personal, non-commercial, right to download, install, and use the Apps on Your Mobile Device.
   * In order to benefit from the above two bullet points, YOU MUST: (i) comply with these “ECAH’S GENERAL TERMS OF SERVICES (TOS)”; (ii) comply with any other rules, procedures, policies, terms or conditions that govern all or any portion of the ECAH Services; and (iii) comply with any additional requirements, restrictions or limitations provided by us or any applicable third party (including, Google, Apple, Your Mobile Device provider and the telecommunication provider for Your Mobile Device).
   * ECAH expressly reserves all rights not expressly granted in these “ECAH’S GENERAL TERMS OF SERVICES (TOS)”.
2. **ACCEPTABLE USE & CONDUCT; COMPLIANCE WITH LAWS**
   * You represent, warrant and covenant to ECAH that you will abide by and not violate the Acceptable Use & Conduct Policy, which can be found at Appendix A below.
   * If you breach the Acceptable Use & Conduct Policy, or any other provision of these “ECAH’S GENERAL TERMS OF SERVICES (TOS)”, ECAH may take whatever steps ECAH deems necessary to protect the ECAH Services, ECAH, ECAH’s business, ECAH’s and its supplier’s infrastructure, ECAH’s other Users, and/or Providers, including suspending Your use of the ECAH Services or terminating Your Registered User Account.
   * You agree that You are solely responsible for compliance with any and all laws, rules, and regulations, including any tax obligations, that may apply to Your use of the ECAH Services.
3. **REQUESTS FOR HOME CARE SERVICES**

***Making a Request***

* Registered Users may become a Recipient by making a request via the Apps to receive a Home Care Service (each a “**Request**”) and You may make separate Requests if You wish to receive multiple Home Care Services. Each Request is limited to one discrete Home Care Service to be provided by a Provider.
* You acknowledge and agree that each Request is an offer to a Provider to perform the Home Care Service requested in the Request, which the Provider may accept or decline.
* If You choose to make a Request, then, as part of each such Request, You agree to: provide true, accurate, current and complete information regarding the nature of the services requested and the premises at which You seek the Home Care Service be performed (“**Premises**”).
* In the event that, in connection with a Request, You provide, or ECAH reasonably suspect that You have provided, any information that is untrue, inaccurate, not current, or incomplete, then ECAH has the right to deny the Request, suspend or terminate Your Registered User Account, and/or refuse any and all current or future use of the ECAH Services.
* You represent, warrant and promise, in connection with a Home Care Service being performed pursuant to Your Request, that You can and will provide sufficient, free and safe access to the Premises.

***Cancelling Requests***

* You may cancel a Request without incurring any related charges by cancelling the Request before any Provider has accepted the Request.

1. **ECAH IS NOT RESPONSIBLE FOR ACCEPTING OR REJECTING REQUESTS.**

* **ECAH makes no representation, warranty or guarantee as to whether and when any Request will or may be accepted or rejected by any Provider.**
* You acknowledge and agree that each Request is an offer to a Provider to perform the Home Care Service requested in the Request, which the Provider may accept or decline. Providers decide, in their sole discretion, whether to accept any lead for Home Care Services generated through the ECAH Services.

1. **ECAH DOES NOT PROVIDE HOME CARE SERVICES AND IS NOT RESPONSIBLE FOR HOME CARE SERVICES.**

* **Please see Section 2 above.**
* Home Care Services are provided only by Providers, not by ECAH.
* **You agree that ECAH has no responsibility, whatsoever, for Home Care Services or the performance or fulfillment of Home Care Services.**
* **You agree that ECAH does not have any control over the quality, timing or provision of Home Care Services.**
* **ECAH is not a party to any agreements/arrangements for Home Care Services.**

1. **FEES & PAYMENTS**

* The Providers along with their services and related credentials will share their rate card for Home Care Services **Home Care Service** on the ECAH Apps, but note that the ECAH Rate Card EXCLUDES any Taxes. “**Taxes**" means any direct or indirect local, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes.
* Providers may modify the Home Care Service Rate Card at any time. Recipient is responsible for

paying all such Taxes, excluding Taxes based on ECAH’s net income or property.

* When a Recipient makes a Request, prior to submitting the Request, Recipient will be shown the total amount payable for the Request (including the Home Care Service rates, based on the Home Care Service Rate Card, and including any materials required by Provider to complete the Request) (“**Request Invoice Amount**”). In addition, if ECAH has the legal obligation to pay or collect Taxes for which Recipient is responsible, then ECAH will include on the applicable invoice separate line items indicating the appropriate amount of such Taxes which shall be paid by Recipient.
* You, as a Recipient, hereby agree to pay each Request Invoice Amount and You hereby authorize ECAH to charge Your credit card as follows: We will charge Your credit card (i.e. the card that You then-currently have on file with Us as part of Your account) for such amount due immediately upon the Provider completing the applicable Request. You hereby authorize the foregoing. In addition, You hereby authorize ECAH to pre-authorize a charge to Your credit card based on Your Request. ECAH may place a hold on any payment. If Your payment does not go through for any reason, then You will pay to ECAH the Request Invoice Amount within 5 days of the date of the applicable invoice, as well as an additional payment processing fee.
* Any late payments shall accrue interest at the rate of 2% per month (or the highest rate permitted by law, if less).
* All payments are processed by Stripe, ECAH’s payment processor. Such processing is governed solely by Stripe’s terms of service, which are available at <https://stripe.com/terms> and not this Agreement. ECAH has no liability arising from your use of Stripe, or for any arrears by Stripe.

1. **SUBMISSIONS and FEEDBACKS**
   * In connection with Your use of the ECAH Services, you may have occasion to upload, submit, post, display, perform, transmit, communicate, or otherwise make available Submissions via the ECAH Services (“**Your Submissions**”).
   * Submissions may ONLY be uploaded, submitted, posted, displayed, performed, transmitted, communicated, or otherwise made available via the Apps.
   * If You submit ideas, suggestions, commentary or feedback to ECAH regarding the ECAH Services (or any other product or service offered by ECAH) (collectively, "**Feedback**"), through any means whatsoever, then You agree that ECAH may use the Feedback freely and for any purpose.
   * You represent, warrant and covenant to ECAH that Your Submissions and Feedback will not violate the Acceptable Use & Conduct Policy**.**
   * You hereby grant ECAH a worldwide, perpetual, irrevocable, transferrable, sublicensable, royalty-free, non-exclusive right and license to use any of Your Submissions and Feedback in the manner in and for the purposes for which the ECAH Services, and/or ECAH from time to time, use Submissions and Feedback, including, for developing and marketing products, services, applications, the ECAH Services, and/or Content, without any obligation to You or third parties,

including without any requirement for ECAH to provide You with any credit, notice, approval or compensation for any such use.

* + You waive any and all of Your moral rights in the Feedback and Your Submissions.
  + ECAH may review, monitor, and/or remove any Feedback and/or Submissions at ECAH’s sole discretion and at any time and for any reason, without notice to You, including to comply with legal process or to respond to any claim that any Submissions violates the rights of third parties.
  + ECAH does not endorse any Feedback or Submissions.

1. **RESPONSIBILITY FOR CONTENT**
   * UNDER NO CIRCUMSTANCES WILL ECAH BE LIABLE IN ANY WAY FOR ANY CONTENT, INCLUDING ANY ECAH CONTENT OR SUBMISSIONS.
   * You are solely responsible for all of Your Submissions and for complying with Section 9.
   * Under no circumstances will ECAH be liable in any way for any Content, including any ECAH Content or Submissions.
   * ECAH: (i) stores Submissions at the direction, request and with the authorization of its Users; (ii) acts as a passive conduit and/or host for the uploading, storage and distribution of Submissions; and (iii) cannot and does not review the Submissions created or uploaded by Users. ECAH may, but does not undertake or assume any duty to, monitor the ECAH Services for Content that is inappropriate, that does or might infringe any third party rights, or has otherwise been uploaded in breach of these Terms of Service or any applicable law, rule or regulation.
   * ECAH does not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content.
2. **GENERAL DISCLAIMERS**
   * USE OF THE ECAH SERVICES AND RECEIPT OF HOME CARE SERVICES IS SOLELY AT YOUR OWN RISK. ECAH DOES NOT ENDORSE ANY PROVIDER OR PROVIDER SERVICE.
   * THE ECAH SERVICES AND ANY CONTENT ON OR IN THE SERVICES ARE MADE AVAILABLE AND PROVIDED "AS IS" WITH NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND.
   * YOU ACKNOWLEDGE AND AGREE THAT ECAH DOES NOT HAVE AN OBLIGATION TO CONDUCT VERIFICATION ON ANY PROVIDERS.
   * TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ECAH HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS IN RESPECT OF THE ECAH SERVICES, ANY CONTENT ON OR IN THE SERVICES, AND THE CONDUCT, ACTS AND OMISSIONS OF ANY PROVIDER, WHETHER STATUTORY, COLLATERAL, IMPLIED, EXPRESS OR ARISING THROUGH A COURSE OF DEALING OR TRADE, INCLUDING ANY WARRANTY OR CONDITION OF SAFETY, LEGALITY, AVAILABILITY, ACCESSIBILITY, SECURITY, UNINTERRUPTED USE, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, MERCHANTABILITY, MERCHANTABLE QUALITY, NON- INFRINGEMENT, ACCURACY, TIMELINESS, TRUTHFULNESS, OR CURRENCY, OR THAT ANY OF THE FOREGOING ARE OR WILL BE ERROR-FREE OR VIRUS-FREE.
   * NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ECAH WILL CREATE ANY REPRESENTATION, WARRANTY OR CONDITION.
3. **LIMITS AND EXCLUSIONS OF LIABILITY**
   * To the maximum extent permitted by law, in no event will ecah be liable for any of the following arising out of or in connection with this agreement: (i) special, exemplary, punitive, indirect, incidental or consequential damages; (ii) lost savings, profit, data, use, or goodwill (whether direct, indirect, consequential, special, punitive or otherwise); (iii) business interruption; (iv) costs for the procurement of substitute products or services; (vi) personal injury or death; or

(vi) personal or property damage.

* + In no event will the total aggregate liability of ecah in connection with or under this agreement exceed 13% of the amounts paid by you to ecah pursuant to section 13 of these “ECAH’s General Terms of Services (TOS)” in the prior 12-month period immediately preceding the event giving rise to the claim. For greater certainty, the existence of one or more claims under this agreement will not increase this maximum liability amount.
  + This section “limits and exclusions of liability” will apply to all causes of action whether in contract, tort (including negligence and injury), fundamental breach, strict liability or any other legal or equitable theory, even if ecah has been advised of the possibility of the damages, or if any remedy you have fails of its essential purpose, and will apply whether or not any damages could have been foreseen or prevented or whether ecah was advised of same.

1. **INTELLECTUAL PROPERTY OWNERSHIP**
   * Except for the rights granted to You expressly herein, as between ECAH and You, ECAH reserves all right, title and interest (including all intellectual property rights) in and to the ECAH Services, including any ECAH Content. The Apps are licensed, not sold, to You.
   * You do not and will not acquire any rights or licenses in any copyrights, trademarks, patents or other intellectual property on or in the ECAH Services or ECAH Content.
   * The ECAH Services and ECAH Content are: (i) protected by copyright, both individually and as a collective work or compilation, and by trademark law, patent law and any other applicable laws; and (ii) not Your property, but the property of their respective owners, whether ECAH or otherwise.
   * All trademarks and other indicia of origin appearing on or in the ECAH Services or ECAH Content are the property of ECAH or ECAH’s service providers, suppliers or licensors, or the trademark’s property owners, unless otherwise indicated. You may not use any trademark or other indicia of origin appearing on or in the ECAH Services or ECAH Content.
   * ECAH, or owners of any other intellectual property rights, may enforce its or their intellectual property rights to the fullest extent permitted by law, including against You personally.
   * Your Submissions are, as between You and ECAH, Your property.
2. **REPORTING COPYRIGHT INFRINGEMENT CLAIMS**
   * ECAH takes claims of copyright infringement seriously. ECAH will respond to notices of alleged copyright infringement that comply with applicable laws. If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, you must submit your notice in writing to the attention of "Copyright Infringement" at [Privacy@MyECAH.com](mailto:Privacy@MyECAH.com) and include in your notice a detailed description of the alleged infringement.
   * Please be aware that if You knowingly materially misrepresent that material or activity on the Service is infringing Your copyright, You may be held liable for damages (including costs and lawyers' fees) under applicable laws, rules and regulations.
3. **REPEAT INFRINGERS**
   * It is ECAH’s policy in appropriate circumstances to disable and/or terminate the accounts of Registered Users who repeatedly infringe or are repeatedly charged with infringing the copyrights or other intellectual property rights of others.
4. **EXTERNAL SOURCES AND ECAH SERVICES; THIRD PARTY BENEFICIARIES**
   * ECAH is not responsible for information on any third party website or service that is referred in, or accessible or connected by hyperlink to, the ECAH Services. If You use any third party website or service through the ECAH Services, then You do so at Your own risk.
   * Such third party websites or services may be subject to their own terms of service and privacy policies. ECAH is not responsible or liable for the availability or accuracy of such third party websites or services, or the content, products, or services available from such third party websites or services.
   * Hyperlinks do not constitute third party endorsement of, sponsorship or endorsement by, or affiliation with, ECAH.
   * Your use of the ECAH Services using applications developed for Apple iOS or Android mobile

devices is subject to terms set forth in the Apple's or Google’s terms of service (as applicable).

* + Some portions of the Services implement Google Maps/Earth mapping services, including Google Maps application programming interface(s) (“**API(s)**”). Use of Google Maps/Earth is subject to Google’s terms of use, located at: [google.com/intl/en\_us/help/terms\_maps.html.](http://www.google.com/intl/en_us/help/terms_maps.html)
  + Payment processing is governed solely by Stripe’s Services Agreement, which is available at [stripe.com/ca/legal.](https://stripe.com/ca/legal)
  + Apple, Google, and Stripe, and/or their applicable international subsidiaries and affiliates, will be third-party beneficiaries to this Agreement. Such entities are not parties to this Agreement and are not responsible for the provision or support of the ECAH Services in any manner.

1. **LINKING TO THE WEBSITE**
   * ECAH welcomes links to the homepage of the Website. You may only establish a hyperlink to the homepage of the Website if: (i) the link does not state or imply any affiliation, connection, sponsorship, endorsement, commercial tie-in, or approval of Your site by ECAH or anyone having rights to any Content or create the false appearance that an entity is associated with or sponsored by ECAH; and (ii) the appearance, position and other aspects of the link does not damage or dilute the goodwill associated with ECAH, its trademarks or any other trademarks appearing on or in the ECAH Services.
   * ECAH does not permit framing or inline linking to any other website, service or application.
2. **ECAH SERVICES UPDATES; “ECAH’S GENERAL TERMS OF SERVICES (TOS)” AMENDMENTS**

* ECAH may, in ECAH’s sole discretion, release fixes, patches or updated versions of the ECAH Services or otherwise add or remove services, Content or features (including modifications to the features, availability or functionality of the ECAH Services and/or Content or any part of any of

the foregoing) at any time without notice (each, an “**Update**”). Upon release, each Update will be deemed to become part of the ECAH Services and will be subject to the terms and conditions of these “ECAH’S GENERAL TERMS OF SERVICES (TOS)”.

* ECAH may amend these “ECAH’S GENERAL TERMS OF SERVICES (TOS)”, or any provision thereof, with immediate effect at any time and without notice. Your use of the ECAH Services following any such amendment (including those implemented as part of the release of an Update) will constitute Your agreement to the terms and conditions of these “ECAH’S GENERAL TERMS OF SERVICES (TOS)” in effect at the time of such use.

1. **TERMINATION; SUSPENSION AND AFTER TERMINATION**

* ECAH reserves the right to reject, suspend or terminate the ECAH Services, any Registered User’s Account, or Your use of all or any portion of the ECAH Services at any time and for any reason, in ECAH’s sole discretion. ECAH has no obligation to provide You with any notice of Your breach of these “ECAH’S GENERAL TERMS OF SERVICES (TOS)”, but ECAH may choose to provide notice, and an opportunity to cure such breach, in ECAH’s sole discretion should we so choose.
* The terms and conditions in these “ECAH’S GENERAL TERMS OF SERVICES (TOS)” will continue to apply to Your past use of the ECAH Services, in the form in which it or they then-existed at the time of the subject use. Furthermore, termination, rejection and/or suspension shall not relieve You of any obligations arising or accruing prior to such termination, rejection or suspension, or otherwise limit any liability that You otherwise may have to ECAH.
* You may cancel Your Registered User Account at any time via the ECAH Services or by sending an email to [info@easycareathome.com.](mailto:info@easycareathome.com) Please note that if Your Registered User Account is cancelled, ECAH does not have an obligation to delete or return to You any of Your Content or Feedback.
* Upon termination of these “ECAH’S GENERAL TERMS OF SERVICES (TOS)” or Your Registered User Account: (i) You will remain liable for all amounts due hereunder; and (ii) any provision hereof that by its nature is intended to survive the termination of these “ECAH’S GENERAL TERMS OF SERVICES (TOS)” will survive such termination.

1. **INDEMNIFICATION**

* You agree to indemnify, defend and hold harmless ECAH from and against any and all suits, claims, demands, actions, liabilities, losses, damages, costs and expenses (including reasonable legal fees) that arise from or relate to (i) Your breach of these “ECAH’S GENERAL TERMS OF SERVICES (TOS)”; (ii) Your Use of the ECAH Services; (iii) Your Submissions; or (iv) Your interaction with any Providers.
* ECAH has the right but not the obligation to participate in any defense or settlement.

1. **INDEPENDENT CONTRACTORS**

For all purposes, ECAH and You are independent contractors and neither of us will represent that we have authority to assume or create obligations on behalf of the other party.

1. **APPLICABLE LAW & JURISDICTION**

All matters relating to these “ECAH’S GENERAL TERMS OF SERVICES (TOS)” will be governed by the statutes and laws of the Province of Ontario or the federal laws of Canada applicable therein, as applicable, without regard to the conflicts of laws principles thereof. You and ECAH also agree and hereby submit to the exclusive personal jurisdiction and venue of the courts of the Province of Ontario or the federal courts of Canada, as applicable, located

within the City of Toronto, with respect to any and all matters arising in connection with these “ECAH’S GENERAL TERMS OF SERVICES (TOS)”. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these “ECAH’S GENERAL TERMS OF SERVICES (TOS)”.

1. **ASSIGNMENT**

ECAH may assign or transfer these “ECAH’S GENERAL TERMS OF SERVICES (TOS)” in whole or in part at any time without Your consent. You may not assign these “ECAH’S GENERAL TERMS OF SERVICES (TOS)” or assign, transfer or delegate Your Registered User Account or any of Your rights or obligations under these “ECAH’S GENERAL TERMS OF SERVICES (TOS)”. Any purported assignment, transfer or delegation in violation of this provision is void from the outset.

1. **WAIVER OF CLASS ACTIONS**

To the fullest extent permitted by applicable law, all parties to any action arising out of or in connection with the ECAH Services or these “ECAH’S GENERAL TERMS OF SERVICES (TOS)” must be individually named. You hereby waive any right you may have for any dispute pertaining to the ECAH Services or these “ECAH’S GENERAL TERMS OF SERVICES (TOS)” to be arbitrated or litigated on a class action or consolidated basis, or on bases involving disputes brought in a purported representative capacity on behalf of the general public.

1. **SEVERABILITY; ENTIRE AGREEMENT; WAIVER**

If any provision of these “ECAH’S GENERAL TERMS OF SERVICES (TOS)” are found invalid or unenforceable, that provision shall be enforced to the maximum extent possible and the remaining provisions of these “ECAH’S GENERAL TERMS OF SERVICES (TOS)” shall remain in full force and effect. These “ECAH’S GENERAL TERMS OF SERVICES (TOS)” constitute the entire understanding, and supersedes all other understandings, between You and ECAH concerning the subject matter hereof. No waiver of a right of a party under these “ECAH’S GENERAL TERMS OF SERVICES (TOS)” will be effective unless it is in writing and signed by the party waiving its right. A waiver of a right by a party (or failure by a party to enforce a provision of these “ECAH’S GENERAL TERMS OF SERVICES (TOS)”) will be effective only in the specific instance and for the specific purpose for which it is provided. No waiver will be deemed a waiver of any prior or subsequent default hereunder.

1. **FORCE MAJEURE**

ECAH will not be liable under these “ECAH’S GENERAL TERMS OF SERVICES (TOS)” because of a failure or delay in performing ECAH’s obligations hereunder on account of any cause beyond ECAH’s reasonable control, such as, strikes, riots, insurrection, terrorism, fires, natural disasters, acts of God, war, governmental action.

1. **INTERPRETATION**

Headings are inserted for convenience of reference only and will not affect the construction or interpretation of the Agreement. Where the word “including” or “includes” is used herein, it means “including without limitation” or “includes without limitation”, respectively. The language used in these “ECAH’S GENERAL TERMS OF SERVICES (TOS)” are the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

1. **LANGUAGE OF THIS AGREEMENT**

It is the express wish of the parties that these “ECAH’S GENERAL TERMS OF SERVICES (TOS)” and all related documents be drawn up in English. C’est la volonté expresse des parties que la présente convention ainsi que les documents qui s’y rattachent soient rédigés en anglais.

**APPENDIX A – ACCEPTABLE USE & CONDUCT POLICY**

* NONE OF YOUR SUBMISSIONS OR FEEDBACK WILL:
  + be posted, uploaded or transmitted to the ECAH Services other than via the Apps;
  + (i) infringe, misappropriate or violate any third party’s patent, copyright, trademark, trade secret, moral right or other intellectual property or proprietary right, or right of publicity, privacy or confidentiality; (ii) violate, or encourages any conduct that would violate, any applicable law, rule or regulation or would give rise to civil or statutory liability; (iii) promote or contain illegal or harmful activities or substances, such as hazardous substances; (iv) be fraudulent, false, misleading or deceptive; (v) be defamatory, libelous, obscene, pornographic, vulgar or offensive; or (vi) be violent, unsafe or threatening, or promote discrimination, bigotry, racism, hatred, abuse, offense, violence, harassment or harm against any individual or actions that are any of the foregoing or;
  + contain opinions or notices (commercial or otherwise) or chain letters;
  + contain URLs or links to web sites or services (to advertise Your company or web site or services); or
  + be used by You to impersonate another person, living or dead.
* YOU MAY NOT DO, OR ATTEMPT TO DO, ANY OF THE FOLLOWING:
  + use the ECAH Services or Home Care Services for anything other than Your own personal purposes;
  + use the ECAH Services or Home Care Services for any purpose that is illegal, unsafe, or fraudulent or that infringes on any third party rights;
  + contact a Provider for any purpose other than asking a question related to Home Care Services;
  + fail to honour Your commitments, including failing to pay any amounts owed to ECAH;
  + access or ascertain, or disclose, any other User’s or any Provider’s password, Registered User Account, Content, and/or personal information that they have not disclosed or intentionally chosen to disclose publicly;
  + use the ECAH Services to "stalk", harass, threaten, intimidate, harm, cause a nuisance to, annoy, or inconvenience any User or Provider;
  + violate, remove, modify or obscure any copyright notices, trademark notices, or other proprietary notices or legends that are on or in any of the ECAH Services;
  + use ECAH’s name, any ECAH trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without ECAH’s express written consent;
  + exploit, use, make available, rent, lend, sell, frame, mirror, perform, display, broadcast, publish, exhibit, transmit, distribute, license, modify, delete, copy, download, post, create adaptations or derivative works of any of the ECAH Services;
  + operate a server in connection with the ECAH Services, including, but not limited to, mail, news, file, gopher, telnet, chat, Web, or host configuration servers, multimedia streamers or multi-user interactive forums;
  + forge headers or otherwise manipulate identifiers in order to disguise the origin of any ECAH Content o transmitted through the ECAH Services, or to otherwise to send altered, deceptive or false source-identifying information;
  + take any action that imposes, or may impose (in ECAH’s discretion) an unreasonable or disproportionately large load on, or otherwise disrupts, restricts, inhibits or impedes ECAH’s or the ECAH Services’ infrastructure;
  + interfere or attempt to interfere with the proper working of, or any activities conducted on or in the ECAH Services;
  + replicate the “look and feel” of the ECAH Services;
  + use any of the ECAH Services to, or solicit any other User any Provider to, build or join a product or service which competes the ECAH Services;
  + decompose, decompile, reverse engineer, disassemble, or otherwise attempt to gain access to the source code of the ECAH Services;
  + upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter any computer, communication network, device (including Your Mobile Device), data, or the ECAH Services, or any other system, device or property;
  + violate, or attempt to violate, the security of the ECAH Services in any way through any means or device (e.g. spamming, hacking, crashing, uploading viruses or time bombs); or
  + systematically retrieve data or other content from the ECAH Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise.

# **Contact Information**

## ***1) ECAH’s Privacy Office***

**ECAH Privacy Officer:** Jenna Chou, PMP, PgM, MBA, MSc.

**Private Business Cell:** 1-647-825-5258

**E-mails:**

[ECAH.Privacy@Gmail.com](mailto:ECAH.Privacy@Gmail.com)

[Privacy@MyECAH.com](mailto:Privacy@MyECAH.com)

***2) ECAH’s General Business Contact Info***

**E-mail**: [Contact@MyECAH.com](mailto:Contact@MyECAH.com)

**Address:** ECAH (Easy Care At Home) Incorporation

100 King Street West, Suite 5700, Toronto, Ontario, M5X 1C7, Canada

**Website:** <http://www.MyECAH.com>

**Phone:** 1-647-360-0909

# **Important Notice**

ECAH reserves the right to modify and/or amend this “Terms of Services” document from time to time in its sole discretion without prior notice to ECAH’s users. Any such amendment(s) will be posted on ECAH’s various technological platforms (including the ECAH App, ECAH’s website, as well as all ECAH’s various social media sites). The updated “Terms of Services” document will be effective as of the date of posting.