



Privacy Policy

TERMS OF SERVICE

Effective Date: 01/12/2022

These Terms of Service (“Terms”) are a binding legal agreement between you and Top Notch Cleans (“Top Notch”) that govern your use of the websites, applications, and other offerings from Top Notch (collectively, the “Top Notch Platform”). When used in these Terms, “Top Notch,” “we,” “us,” or “our” refers to Top Notch Cleans and “Members” refers to all Top Notch Platform users. We maintain other terms and policies that supplement these Terms, such as our Privacy Policy, which describes our collection and use of personal data.

1. Top Notch Cleans Platform. Top Notch offers an online marketplace platform (the “Top Notch Cleans Platform”) that facilitates booking cleaning services (“Cleaning Services”), including by matching Members who are looking for Cleaning Services (“Clients”) with those who provide Cleaning Services (“Cleaners”). You must register an account to access and use many features of the Top Notch Platform, and must keep your account information accurate. As the provider of the Top Notch Platform, Top Notch may provide matches between a Client and either itself, acting as a Cleaner, or a third-party Cleaner (“Third Party Cleaner”). In the case of a Third Party Cleaner, Top Notch Cleans does not own, control, offer or manage any Cleaning Services. When you receive a booking confirmation, a contract is formed directly between you and the Client or Cleaner, as applicable. Top Notch is not a party to the contracts concluded directly between Clients and Third Party Cleaners. Top Notch is not acting as an agent in any capacity for any Member, except as specified in the payment terms set forth in Section 3(j).

2. Cleaning Services - Specific Terms for Clients.

(a) Client. As a Client, the Top Notch Platform offers you the opportunity to find Cleaners and book a cleaning on demand.

(b) Creating a Request. You can create a request (a "Request") for a Cleaner to clean a location (the "Premises") by using criteria, like the size of the Premises, date, time, scope of Cleaning Services and type of Cleaning Service (collectively, "Cleaning Services").

(c) Booking. When you book Cleaning Services, you are agreeing to pay all charges identified during checkout for your booking at the times identified, including the price of the Cleaning Services ("Cleaning Price"), applicable fees (such as any Top Notch service fee and any taxes), and any other items identified during checkout (collectively, "Total Price"). When you receive the booking confirmation, a contract for Cleaning Services is formed directly between you and the Cleaner.

(d) Cancellations, Refunds and Booking Modifications. You can cancel your booking at any time. If your booking is canceled at least 72 hours before the scheduled booking time, Top Notch will not charge a cancellation fee. If you cancel your booking within 48 hours of the scheduled booking time, we will charge a cancellation fee equal to 20% of the Cleaning Price. You can apply this cancellation fee to future Cleaning Services. You may be able to make modifications to the Cleaning Services, in some cases even up until and during the time of Cleaning Services, but the option to make modifications after you create a Request is not guaranteed. Additional fees for added Cleaning Services will apply and payment for additional Cleaning Services will be due upon completion of the Cleaning Services.

(e) Your Responsibilities. You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of your independent contractors, representatives, employees and/or any person at the Premises by your act or omission for the duration of the Cleaning Services (excluding the Cleaner and any Cleaner Persons).

(f) Obligations of Client. Client must: (i) grant Cleaners access to the Premises at the time specified in the Request; (ii) make reasonable efforts to accommodate Cleaner's storage space needs for supplies required for the Cleaning Services; (iii) provide relevant information to assist the Cleaner with the performance of the Cleaning Services; (iv) satisfy all of the Cleaner's reasonable requests for assistance in its performance of the Cleaning Services and (v) in no circumstances request or require that Cleaner climb on ladders, crawl in attics or under building structures, stand on scaffolding or otherwise engage in potentially unsafe activities. Cleaners are entitled to

use, and clients must supply the dumpsters and trash cans at the Premises for the purpose of clearing debris and toiletries for any bathroom facilities. To the extent that Client requires that Cleaner stock or restock toiletries, Client must supply the applicable toiletries.

(g) Taxes. If applicable, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, province or local governmental entity on any amounts payable by Client for the Cleaning Services, which will be included in the Total Price and are in addition to the Cleaning Price.

3. Cleaning Services – Specific Terms for Cleaners.

(a) Cleaner. As a Cleaner, Top Notch Platform offers you the opportunity to find Clients.

(b) Contracting with Clients. When you accept a Request, or receive a booking confirmation through the Top Notch Platform, you are entering into a contract directly with the Client, and are responsible for delivering your Cleaning Service under the terms and at the Cleaning Price specified in on the Top Notch Platform. You are also agreeing to pay applicable fees, such as the Top Notch Service Fee, for each booking.

Top Notch will deduct amounts you owe from your payout unless we and you agree to a different method.

(c) Contract for Cleaning Services. Cleaner will provide Client with the Cleaning Services set forth in the Request and subject to the conditions set forth in these Terms.

(d) Independence of Third Party Cleaners. If you are a Third Party Cleaner, (i) your relationship with Top Notch is that of an independent individual or entity and not an employee, agent, joint venturer, or partner of Top Notch, except that Top Notch acts as a payment collection agent as described in Section 3(j); (ii) Top Notch does not direct or control your Cleaning Services, and (iii) you agree that you have complete discretion whether and when to provide Cleaning Services.

(e) Know Your Legal Obligations. You are responsible for understanding and complying with any laws, rules, regulations, and contracts with third parties that apply to your Cleaning Services. You are responsible for handling and using personal data of Clients and others in compliance with applicable privacy laws and these Terms, including our Privacy Policy. If you have questions about how local laws or contractual terms apply you should always seek legal advice.

(f) Your Responsibilities. You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of independent contractors, representatives, employees, anyone you allow to participate in providing your Cleaning Services and/or any person that you bring to the Premises (“Cleaner Persons”). Do not encourage Clients to create third-party accounts, submit reviews, provide their contact

information, or take other actions outside the Top Notch Platform in violation of Section 5.

(g) Inventory. Cleaners must supply all inventory, equipment, supplies and personnel required to perform the Cleaning Services under these Terms, except that: (i) Cleaners are entitled to use, and Client must

supply, the dumpsters and trash cans at the Premises for the purpose of clearing debris and toiletries for any bathroom facilities and (ii) to the extent that Client requires that Cleaner stock or restock toiletries, Client must supply the applicable toiletries. All inventory, equipment, supplies and personnel shall be timely supplied and no Cleaner-supplied inventory, equipment or supplies shall be left at the Premises after the provision of Cleaning Services without Client's prior written approval (email or SMS being sufficient).

(h) Confidentiality. Cleaner acknowledges that it (and Cleaner Persons) may, while providing the Cleaning Services, have direct or incidental access to or otherwise discern confidential, sensitive, or proprietary information of Client, whether such information is disclosed, available, or accessed orally or in written, electronic, or other form or media, and whether or not such information is marked, designated, or otherwise identified as "confidential" ("Client's Confidential Information"). Cleaners shall keep confidential and not use Client's Confidential Information.

(i) Insurance. Cleaners must maintain insurance in accordance with the requirements of any laws and regulations applicable to Cleaners.

(j) Limited Payment Agent. Cleaner hereby appoints Top Notch as the Cleaner's limited payment collection agent solely for the purpose of accepting Cleaner's portion of the Total Price from Clients. Each Cleaner agrees that payment made by a Client through Top Notch, shall be considered the same as a payment made directly to the applicable Cleaner, and Top Notch's receipt of funds from the Client satisfies the Client's payment obligation to Cleaner. The Cleaner will make the Cleaning Services available to the Client in the agreed-upon manner as if the Cleaner has received its portion of the Total Price. Each Cleaner agrees that Top Notch may, in accordance with the cancellation policy applicable to the relevant booking, refund to the Client that portion of the Total Price specified in the applicable cancellation policy. Each Cleaner understands that Top Notch accepts payments from Clients as the Cleaners' limited payment collection agent and that Top Notch's obligation to pay the Cleaner is subject to and conditional upon successful receipt of the associated payments from Clients. Top Notch does not guarantee payments to Cleaners for amounts that have not been successfully received by Top Notch from Clients. In accepting appointment as the

limited collection agent of the Cleaners, Top Notch assumes no liability for any acts or omissions of the Cleaner.

(k) Cancellations. Any Cleaner's cancellation of a booking within 24 hours of the scheduled booking may result in a downgraded rating on the Top Notch Platform, except in the event that the cancellation resulted from causes outside their reasonable control, similar in nature to and including, but not limited to, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics or disease, strikes or shortages of transportation facilities, fuel, energy, labor or materials (any such event, a "Force Majeure Event"). Top Notch may remove any Cleaner and may permanently delete any Cleaner's account from the Top Notch Platform if (i) Cleaner fails to provide Cleaning Services without canceling the related booking beforehand, unless the failure to provide Cleaning Services resulted from a Force Majeure Event, or (ii) Cleaner cancels more than two bookings on the Top Notch Platform within any six month period, excluding any cancellations resulting from a Force Majeure Event.

4. Fees.

(a) Generally. Top Notch may charge the fees described in these Terms (and applicable taxes) to Clients and Cleaners for use of the Top Notch Platform. Except as otherwise provided on the Top Notch Platform or these Terms, fees are incurred at the time of a booking confirmation and are non-refundable. Top Notch reserves the right to change the service fees at any time, and will provide Members notice of any fee changes before they become effective. Fee changes will not affect bookings made prior to the effective date of the fee change. If you disagree with a fee change you may terminate this agreement at any time pursuant to Section 8.

(b) Top Notch Service Fee. As compensation for Top Notch's operation of the Top Notch Platform (and, in particular, its service of matching Clients with Cleaners), Top Notch charges a service fee in the amount of 12% of the total Cleaning Price ("Top Notch Service Fee") when the booking is confirmed. This Top Notch Service Fee is deducted from the Cleaner's payout. When Top Notch is acting as a Cleaner, the Top Notch Service Fee may not apply.

5. Off-Platform Restrictions. Members agree that they will not solicit, offer, provide or accept any payment for or related to the Cleaning Services off the Top Notch Platform. Members are prohibited from booking cleaning services off of the Top Notch Platform if the Members were matched on the Top Notch Platform and, as of the date of the first booking confirmation between such Members, did not have a prior relationship. The restrictions in this Section 5 do not apply to Top Notch as a Cleaner.

6. Payment Processing. All payment processing services for the Top Notch Platform are provided by a thirdparty payment processor, Stripe Inc. ("Stripe"). Stripe uses your credit card to process any payments made via the Cleaning Services, including the Total Price. The processing of credit card charges or credits, as applicable, relating to your use of the Cleaning Services will be subject to the Stripe Connected

Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). You hereby agree to be bound by the Stripe Services Agreement, which may be modified by Stripe from time to time as set forth therein. As a condition of Top Notch enabling payment processing services through Stripe, you agree to provide Top Notch with accurate and complete information about you, and you authorize Top Notch to share such information and transaction information related to your use of the payment processing services provided by Top Notch.

7. Top Notch Platform Rules.

(a) Rules. All Clients and Third Party Cleaners are required and agree to follow these rules, and not to help

or induce others to break or circumvent these rules:

- Do not lie, misrepresent something or someone, or pretend to be someone else.
- Be polite and respectful when you communicate or interact with others.
- Do not discriminate against or harass others.
- Do not scrape, hack, reverse engineer, compromise or impair the Top Notch Platform or any information located on or derived from the Top Notch Platform.
- Only use the Top Notch Platform and Content as authorized by these Terms or another agreement with Top Notch.
- Honor your legal obligations.
- Understand and follow the laws that apply to you, including privacy, data protection, and export laws.
- If you provide us with someone else's personal information, you: (i) must do so in compliance with applicable law, (ii) must be authorized to do so, and (iii) authorize us to process that information under our Privacy Policy.
- Do not use the name, logo, branding, or trademarks of Top Notch or others without permission.
- Do not use or register any domain name, social media handle, trade name, trademark, branding, logo, or other source identifier that may be confused with Top Notch branding.
- Do not offer Cleaning Services that violate the laws or agreements that apply to you.

(b) Reporting Violations. If you believe that a Member or any content on the Top Notch Platform ("Content") poses an imminent risk of harm to a person or property, you should immediately contact local authorities before contacting Top Notch . In addition, if you believe that a Member or any Content or communications on the Top Notch Platform has violated these Terms, you should report your concerns to Top Notch. If you

reported an issue to local authorities, Top Notch may request a copy of that report. Except as required by law, you agree that we are not obligated to take action in response to any report.

(c) Top Notch Role. We offer a platform that enables Members to find, offer and book Cleaning Services and may from time to time act as a Cleaner. While we want all Members to have an excellent experience on the Top Notch Platform, we do not and cannot control the conduct of Clients and Third Party Cleaners. You acknowledge that Top Notch has the right, but does not have any obligation, to monitor the use of the Top Notch Platform and verify information provided by our Members.

8. Termination, Suspension and other Measures.

(a) Term. The agreement between you and Top Notch reflected by these Terms is effective when you access the Top Notch Platform (for example to create an account) and remains in effect until either you or we terminate the agreement in accordance with these Terms. (b) Termination. You may terminate this agreement at any time by sending us an email at info@topnotchcleans.ca or by deleting your account. Top Notch may terminate this agreement and your account for any reason by giving you 5 days' notice via email or using any other contact information you have provided for your account. Top Notch may also terminate this agreement immediately and without notice and stop providing access to the Top Notch Platform in accordance with Section 3(k) or if you breach these Terms, you violate our policies, you violate applicable laws, or we reasonably believe termination is necessary to protect Top Notch, its Members, or third parties. If your account has been inactive for more than two years, we may terminate your account without prior notice.

(c) Member Violations. If (i) you breach these Terms, or any other Top Notch policies, (ii) you violate applicable laws, regulations, or third-party rights, or (iii) Top Notch believes it is reasonably necessary to protect Top Notch, its Members, or third parties; Top Notch may, with or without prior notice:

- suspend or limit your access to or use of the Top Notch Platform and/or your account; and/or
- cancel pending or confirmed bookings

For minor violations or where otherwise appropriate as Top Notch determines in its sole discretion, you will be given notice of any intended measure by Top Notch and an opportunity to resolve the issue. If a booking is cancelled under this provision, the amount paid to the Cleaner will be reduced by the amount we refund or otherwise provide to the Client, and by any other costs we incur as a result of the cancellation.

(d) Legal Mandates. Top Notch may take any action it determines is reasonably necessary to comply with applicable law, or the order or request of a court, law enforcement, or other administrative agency or governmental body.

(e) Effect of Termination. If you are a Cleaner and terminate your Top Notch account, any confirmed booking(s) will be automatically canceled and your Clients will receive a full refund and may be matched with another Cleaner. If you terminate your account as a Client, any confirmed booking(s) will be automatically cancelled and any refund will be received in accordance with the cancellation terms in Section 2(d).

When this agreement has been terminated, you are not entitled to a restoration of your account. If your access to or use of the Top Notch Platform has been limited, or your Top Notch account has been suspended, or this agreement has been terminated by us, you may not register a new account or access or use the Top Notch Platform through an account of another Member.

(f) Modification. Top Notch may modify these Terms at any time. When we make material changes to these Terms, we will post the revised Terms on the Top Notch Platform and update the "Effective Date" at the top of these Terms. Except as explicitly provided otherwise, all changes will be effective upon the posting of the amended Terms on our website or mobile application. You should regularly review this agreement, as your continued use of the Top Notch Platform shall constitute your consent to the changes. If you disagree with the revised Terms, you may terminate this agreement immediately as provided in these Terms.

(g) Resolving Complaints and Damage Claims. Top Notch may, but is not obligated, to attempt to resolve any dispute between Members, including any dispute regarding damage to real or personal property

("Damage Claim"). You agree that Top Notch may seek to recover from you under any insurance policies you maintain and that Top Notch may also pursue against you any remedies it may have available under applicable law. You agree to cooperate in good faith, provide any information Top Notch requests, execute documents, and take further reasonable action, in connection with Damage Claims, Member complaints, claims under insurance policies, or other claims related to the provision or use of Cleaning Services.

(h) Member Accounts. You must register an account to access and use many features of the Top Notch Platform. Registration is only permitted for legal entities, partnerships and natural persons who are 18 years or older. You represent and warrant that you are not a person or entity barred from using the Top Notch Platform under the laws of Canada, your place of residence, or any other applicable jurisdiction. You must provide accurate, current, and complete information during registration and keep your account information up-to-date. You may not register more than one account or transfer your

account to someone else. You are responsible for maintaining the confidentiality and security of your account credentials and may not disclose your credentials to any third party. You are responsible and liable for activities conducted through your account and must immediately notify Top Notch if you suspect that your credentials have been lost, stolen, or your account is otherwise compromised. If and as permitted by applicable law, we may, but have no obligation to (i) ask you to provide identification or other information, (ii) undertake checks designed to help verify your identity or background, (iii) screen you against third-party databases or other sources and request reports from service providers, and (iv) obtain reports from public records of criminal convictions or sex offender registrations or their local equivalents.

(i) Disclaimer of Warranties. We provide the Top Notch Platform and all Content "as is" without warranty of any kind and we disclaim all warranties, whether express or implied. For example: (i) we do not endorse or warrant the existence, conduct, performance, safety, quality, legality or suitability of any Client, Cleaner, Cleaning Services or third party; (ii) we do not warrant the performance or non interruption of the Top Notch Platform; and (iii) we do not warrant that verification, identity or background checks conducted on Members (if any) will identify past misconduct or prevent future misconduct. Any references to a Member or Listing being "verified" (or similar language) indicate only that the Member or Top Notch has completed a relevant verification or identification process and nothing else. The disclaimers in these Terms apply to the maximum extent permitted by law. If you have statutory rights or warranties we cannot disclaim, the duration of any such statutorily required rights or warranties, will be limited to the maximum extent permitted by law.

(j) Limitations on Liability. Neither Top Notch (including its affiliates and personnel) nor any other party involved in creating, producing, or delivering the Top Notch Platform or any Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) the use of or inability to use the Top Notch Platform or any Content, (iii) any communications, interactions or meetings you may have with someone you interact or meet with through, or as a result of, your use of the Top Notch Platform, or (iv) a Request or booking for

Cleaning Services, including the provision or use of Cleaning Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not

Top Notch has been informed of the possibility of such damage, even if a limited remedy set out in these Terms is found to have failed of its essential purpose.

(k) In no event will Top Notch's aggregate liability for any claim or dispute arising out of or in connection with these Terms, your interaction with any Members, or your use of or inability to use the Top Notch Platform, any Content, or any Cleaning Services, exceed:

(A) to Clients, the amount you paid as a Client during

the 12-month period prior to the event giving rise to the liability, (B) to Cleaners, the amount paid to

you as a Cleaner in the 12-month period prior to the event giving rise to the liability, or (C) to anyone

else, one hundred CAD dollars (CAD\$100).

(l) These limitations of liability and damages are fundamental elements of the agreement between you and Top Notch. If applicable law does not allow the limitations of liability set out in these Terms, the above limitations may not apply to you.

(m) Indemnification. To the maximum extent permitted by applicable law, you agree to release, defend (at Top Notch's option), indemnify, and hold Top Notch (including Top Notch Payments, other affiliates, and their personnel) harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with:

(i) your breach of these Terms (including any supplemental or additional terms that apply to a product or feature) or our Privacy Policy, (ii) your improper use of the Top Notch Platform, (iii) your interaction with any Member and use or provision of Cleaning Services, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use, (iv) if applicable, your failure, or our failure at your direction, to accurately report, collect or remit Taxes, or (v) your breach of any laws, regulations or third party rights such as intellectual property or privacy rights.

(n) Governing Law and Venue. These Terms will be interpreted in accordance with the laws British Columbia and Canada, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) that are excluded from the arbitration agreement in Section 9(c) must be brought to federal court in Vancouver, British Columbia, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in Vancouver, British Columbia.

9. Dispute Resolution and Arbitration Agreement.

PLEASE READ THE FOLLOWING SECTION CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH Top Notch AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. THIS SECTION 9 OF THIS AGREEMENT SHALL BE REFERRED TO AS THE "ARBITRATION AGREEMENT".

(a) Agreement to Arbitrate. You agree that any dispute, claim or controversy relating in any way to your access, use or provision of the Cleaning Services, the Top Notch Platform, Content, to any advertising or marketing communications regarding Top Notch, or to any aspect of your relationship or transactions with Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective

Date of this Agreement. If there is a dispute about whether this Arbitration Agreement can be enforced

or applies to our Dispute, you and Top Notch agree that the arbitrator will decide that issue.

(b) Mandatory Pre-Arbitration Dispute Resolution and Notification. At least 30 days prior to initiating an arbitration, you and Top Notch each agree to notify the other party of the dispute in writing and attempt in good faith to negotiate an informal resolution. You must send an email with the email address associated with your Top Notch account. A notice of dispute must include: the party's name and preferred contact information, a brief description of the dispute, and the relief sought.

(c) Exceptions to Arbitration Agreement. You and Top Notch each agree that the following causes of action

and/or claims for relief are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction (as defined by Section 8):

(i) any claim or cause of action alleging actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) any claim or cause of action seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack); or (iii) a request for the remedy of public injunctive relief.

9. Miscellaneous.

(a) Other Terms Incorporated by Reference. Please review our Privacy Policy, incorporated herein by reference, for information regarding our collection, use and disclosure of information.

(b) Survival. Parts of these Terms that by their nature survive termination, will survive termination of this agreement, including Sections 5, 7, 8 and 9.

(c) Interpreting these Terms. Except as they may be supplemented by additional terms, conditions, policies, guidelines, standards, and in-product disclosures, these Terms (including those items incorporated by reference) constitute the entire agreement between Top Notch and you pertaining to your access to or use of the Top Notch Platform and supersede any and all prior oral or written understandings or agreements between Top Notch and you. These Terms do not and are not intended to confer any rights or remedies upon anyone other than you and Top Notch. If any provision of these Terms is held to be invalid or unenforceable, except as otherwise indicated in Section 9(i) above, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

Where the word “will” is used in these Terms it connotes an obligation with the same meaning as “shall.” (d) No Waiver. Top Notch’s failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

(e) Assignment. Clients and Third Party Cleaners may not assign, transfer or delegate this agreement or your rights and obligations hereunder without Top Notch's prior written consent. Top Notch may without restriction assign, transfer or delegate this agreement and any rights and obligations hereunder, at its sole discretion, with 30 days’ prior notice.

(f) Notice. Unless specified otherwise, any notices or other communications to Members permitted or required under this agreement, will be provided electronically and given by Top Notch via email, Top Notch Platform notification, messaging service (including SMS), or any other contact method we enable and you provide.

(g) Third-Party Services. The Top Notch Platform may contain links to third-party websites, applications, services or resources (“Third-Party Services”) that are subject to different terms and privacy practices.

Top Notch is not responsible or liable for any aspect of such Third-Party Services and links to such Third-Party Services are not an endorsement.

(h) Top Notch Platform Content. Content made available through the Top Notch Platform may be protected by copyright, trademark, and/or other laws of Canada and other countries. The following applies to all Clients and Third Party Cleaners:

i. You acknowledge that all intellectual property rights for that Content are the exclusive property of Top Notch and/or its licensors and agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices.

ii. You may not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell,

transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit any Content accessed through the Top Notch Platform except to the extent you are the legal owner of that Content or as expressly permitted in these Terms.

iii. Subject to your compliance with these Terms, Top Notch grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Top Notch Platform application on your personal device(s); and (ii) access and view the Content made available on or through the Top Notch Platform and accessible to you, solely for your use directly in connection with a booking made through the Top Notch Platform.

(i) Force Majeure. Top Notch shall not be liable for any delay or failure to perform resulting from a Force Majeure Event.

(j) Emails and SMS. You may receive administrative communications from us using the email address or other contact information you provide for your Top Notch account. You may also receive promotional emails from us. No fee is charged for these promotional emails, but third-party data rates could apply. You can control whether you receive promotional emails using the notification preferences in your account settings. Please note that you will not be able to take advantage of certain promotions if you disable certain communication settings or do not have a Top Notch account.

(k) SMS Consent. YOU PROVIDE YOUR EXPRESS CONSENT TO RECEIVE SMS (TEXT MESSAGES) FROM THE

Top Notch PLATFORM (THE "TEXT MESSAGE SERVICE") AND ARE SUBJECT TO OUR SMS TERMS IN THIS

SECTION 10(K). For text messaging, by providing your phone number, you accept these SMS Terms, expressly consent to the handling of your personal information as described in the Top Notch Privacy Policy, and agree to resolve disputes with Top Notch as described in these Terms. Message and data rates may apply. Top Notch will use reasonable commercial efforts to deliver automated text messages to the mobile number you provide. Top Notch is not liable for delayed or undelivered messages.

By opting-into the Text Message Service:

a. You expressly authorize Top Notch to use autodialer or non-autodialer technology to send text messages to the mobile phone number associated with your Top Notch Platform account. You also authorize Top Notch to include marketing content in any such messages.

b. You consent to the use of an electronic record to document your opt-in. To withdraw that consent, reply STOP, or contact us via the methods described in these Terms. If you withdraw your consent, certain features of the Top Notch Platform may not be available to you.

c. You confirm that you are the current subscriber to the phone number that you provided for your Top Notch Platform account, or that you are the customary user of that number on a family or business plan and that you are authorized to consent to receipt of a Text Message Service.

(l) Contact Us. If you have any questions about these Terms or need to contact us, please use the following information: Top Notch Cleans Email: info@topntochcleans.ca