

## 1. Overview

ContractorCheck Limited is an independent, third party, health and safety, contractor pre-qualification service. Its primary function is to assess (*the Assessment*) contractors engaged by their existing or potential clients (*the Client*), whom we may represent.

The Assessment is made against relevant health and safety legislative requirements (*Accreditation Standards*), both federal and provincial, in force at the time of the Assessment, along with any other additional related requirements imposed by the Client (*Client Specific Requirements*).

Once the Contractor has demonstrated by the provision of relevant documented evidence that they are compliant with the Accreditation Standards and any Client Specific Requirements, they are awarded a ContractorCheck Accreditation. Accreditation is valid for 1 calendar year from date awarded. Renewals 1 year from last full year term expiry date.

Your Accreditation remains valid until the expiry date on your Accreditation certificate AND while you are a fully paid member of the ContractorCheck program. To ensure there is no unintended lapse in Accreditation, please ensure your membership is renewed on time.

It is your responsibility to ensure that your Certificate of Insurance and Workers' Compensation documents remain valid. Failure to provide correct and current documents at the requested intervals will result in your Client Accreditation not being valid until the receipt of correct and current insurance documents.

ContractorCheck is not responsible for any work loss due to expired Certificate of Insurance, Workers' Compensation, membership or Accreditation.

## 2. Representations and Warranties of the Contractor

The Contractor is deemed to represent and warrant the following by the completion of the registration form:

- All information provided is true, correct and complete and that information previously provided by the Contractor remains true, correct and complete.
- All documents in support of the Assessment are true, correct and complete.
- All required information that is material to the Assessment has been provided.
- The Contractor has the full and complete authority to provide the information requested in the registration form and the questionnaire.
- The consent by the Contractor is hereby provided to the inclusion of the Contractor's information on the ContractorCheck Database.
- The consent by the Contractor is hereby provided to disclosure of the Contractor's information to Clients as per section 1.0 of these Terms and Conditions.

## 3. Membership Fees

Membership fees are set out on the ContractorCheck registration form, current at the time of registering.

Membership fees are due on the anniversary of the initial registration.

Membership fees are subject to review and may vary in future subscriptions.

The Assessment will not be processed unless the Contractor's account is paid up-to-date.

The membership is valid for a period of 12 months from the date of payment. Each renewal payment, due by the anniversary of the initial registration, will extend the membership for a further 12 months. Upon receipt of payment, agreement of these Terms will be deemed renewed for the term of the membership.

If a Contractor allows their membership to lapse for more than 90 days they will be required to re-register at the current registration rate and in agreement with the current Terms and Conditions.

## 4. Disclosure of Information

The Contractor is required to immediately forward to ContractorCheck any additional information that may have a bearing on the Assessment, including:

- Details of enforcement action, including statutory notices, informal written notices, and prosecutions.
- Civil action associated with health and safety.
- Major accidents/critical injuries.
- Significant new work activities.
- Changes to insurance policies such as changes in coverage, limits, insured name, cancellation of coverage or the whole policy and a change of insurance company.
- Complaints about health and safety performance.
- Company name change or change in legal entity status.
- If your company's employee count changes prior to your company achieving your Accreditation, you must advise ContractorCheck and pay any difference, if applicable.
- Any other information which may affect the Assessment.

## 5. Data Protection

Any information provided by the Contractor in relation to its Assessment will be treated in the strictest confidence, and will not be passed on to any third party without the consent of the Contractor, unless required under statutory entitlement, or court order.

However, any Contractor information relating to their ContractorCheck profile and/or Assessment, received directly from the Contractor remains the property of ContractorCheck for the length of the Contractor's membership, and a further 7 years after their membership ceases. Access to such information is provided to the Client and information pursuant to the Assessment of the Contractor. Any concerns can be directed to the corporate Privacy Officer at: [privacyofficer@contractorcheck.ca](mailto:privacyofficer@contractorcheck.ca).

## 6. ContractorCheck Conditions for Use of Logo

The standard design logos offered herein ("logo" or "logos") are the exclusive property of ContractorCheck or its affiliates. As such, you acknowledge that ContractorCheck owns all rights, title and interest in the logos, including but not limited to, visual interfaces and graphics, interactive features, design features, compilation, computer codes, products, software, copyright, trademarks, service marks, trade dress, moral rights, rights under any statutory protection of fine arts, and otherwise, as applicable. As a client of ContractorCheck, you acknowledge that the logos are being provided to you on a non-exclusive license "AS IS" basis without any express or implied warranty of any kind whatsoever.

As a condition of your use of any logo, you agree to:

- a) Refrain from asserting any ownership, proprietary or other rights in any logo or to challenge, contest, or take any other action inconsistent with our exclusive ownership and proprietary rights in the logos, irrespective of any use you may make of any logo;
- b) Refrain from seeking any form of registration in Canada, U.S.A. or foreign jurisdiction, of any trademark, service mark, trade dress, logo or other commercial designation that includes any logo or colorable imitation or derivative thereof of ContractorCheck;
- c) Refrain from pursuing any claim, action or proceeding against ContractorCheck, its affiliates, vendors or customers based upon any logo used by you at any time during the term of our contract or thereafter;
- d) Indemnify and defend ContractorCheck and its affiliates from any claim, cost or liability of any kind, including for copyright and trademark infringement, arising out of your use of any ContractorCheck logo; and
- e) Waive, release, indemnify and hold harmless ContractorCheck, its affiliates, vendors or customers from any claim or liability based upon our printing or provision of any materials to any other customer of ContractorCheck or its affiliates containing a logo similar or identical to a logo selected by you.
- f) You are entitled to use our logo on your printed material or website only during the term of your contract with ContractorCheck and/or any of its affiliates. Once our contractual relationship ends or is terminated, you agree to forthwith cease to use any of our logos or variations thereof.

## 7. Contractor's Cancellation Terms

By registering with ContractorCheck, you are agreeing to these Terms and Conditions, which constitutes a legal contract. Failure to abide by the Terms constitute a breach of contract.

A Contractor may withdraw from the program and cancel their membership at any time; however the following rules apply regarding refunds:

- If a Contractor cancels within 30 days of their registration or renewal they shall be entitled to a refund of fees, less a \$30 (net of taxes) administration charge.
- If a Contractor cancels within 31-60 days of their registration or renewal they shall be entitled to a 50% refund of fees, less a \$30 (net of taxes) administration charge.
- If a Contractor cancels past 60 days of their registration or renewal, no refund will be available.
- Notwithstanding the foregoing, no refund will be paid to a Contractor if ContractorCheck has commenced any assessment work and/or has commenced to review any documentation.

## 8. Representations and Warranties of ContractorCheck

- a) ContractorCheck operates as an independent third-party Health and Safety pre-qualification accreditation program for contractors and as such is a referral and accreditation agency only, and its sole responsibility and mandate is to test and assess a Contractor to meet its Accreditation Standards and award a Contractor ContractorCheck Accreditation to those Contractors who qualify for such Accreditation.
- b) The award of Accreditation to a Contractor pursuant to Accreditation Standards are provided "As Is" without any representation or warranty, expressed or implied, of any kind. ContractorCheck and its affiliates hereby disclaim all warranties and conditions with regard thereto, including but not limited to, all implied warranties and conditions save and except its Assessment of a Contractor to obtain a ContractorCheck Accreditation as set out in this Agreement.
- c) The representations and warranties of ContractorCheck in this Agreement apply only to the Accreditation process and assessment as set out in the Overview above.

## 9. Indemnification and Liability

- a) Upon a Contractor being awarded Accreditation Standards by ContractorCheck and paying Membership Fees as set out in the Membership Registration Form, the Contractor agrees to be legally bound by the Terms and Conditions set out herein.
- b) In no event will ContractorCheck or its affiliates, agents, licensors, suppliers or their respective directors, officers or employees be liable for any direct, indirect, incidental, consequential, punitive, exemplary, reliance, special or other damages (including without limitation damages or harm to business, lost profits, lost savings, or lost revenues, business interruption, loss of information or programs) for any causes of actions, suits, demands, disputes, breach of any warranties or representations made by an accredited Contractor to any Client as a result of any acts or omissions, negligent or otherwise by the Contractor, its employees or subcontractors.
- c) Contractor shall defend, indemnify and hold harmless ContractorCheck and their respective affiliates, present and former directors, officers, agents, servants and employees from and against any and all claims, costs, damages, expenses, demands, liens, encumbrances, orders and awards (all of which collectively referred to as "claims") by any Client or person, together with all legal fees and disbursements to the extent that they are related to or arise as a result of the negligence of the Contractor, its employees and subsidiaries and those for whom the Contractor is responsible in law in connection with this Agreement.
- d) ContractorCheck, its successors and assigns, will not be liable to a Contractor for any damages or harm to its business, for lost profits, lost savings or lost revenues, business interruption, loss of information or programs, as a result of any misfeasance or negligence of ContractorCheck, its employees and subsidiaries, including any work loss by a Contractor engaged with a potential Client.

e) The indemnification of the Contractor contained herein shall not be prejudiced by and shall survive the termination of this Agreement.

## 10. ContractorCheck's Termination Terms

ContractorCheck reserves the right to suspend or revoke the Contractor's Accreditation, without notice, if it has been determined that any information provided was falsified or intentionally omitted.

## 11. Amendment and Termination of Program

The content of these Terms and Conditions may be amended from time to time by ContractorCheck by providing 60 days written notice to the Contractor of the changes. Accidental omission to give notice will not invalidate any amendment or change to these Terms.

ContractorCheck maintains the right to terminate the program at any time on giving 30 days written notice to all registered Contractors. Accidental omission to give notice will not invalidate the termination of the program.

## 12. Law and Forum for Legal Disputes

This Agreement shall be governed in all respects by the laws of the Province of Ontario as they apply to agreements entered into and to be performed entirely within Ontario between Ontario residents, without regard to conflict of law provisions. The Contractor agrees that any claim or dispute the Contractor may have against ContractorCheck must be resolved exclusively by provincial or federal court located in Toronto, Ontario, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. For the purpose of litigation all such claims or disputes, the Contractor agrees to submit to the personal jurisdiction of the courts located within Toronto, Ontario.

## 13. Arbitration Option

For any claim (excluding claims for injunctive or other equitable relief) totalling an amount of less than \$25,000, the party requesting relief will elect to resolve the dispute through binding non-appearance-based arbitration. Arbitration shall be initiated through an established alternative dispute resolution (ADR) provider which shall be mutually agreed upon by all parties. The following rules shall be complied with by the ADR provider and the parties: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions. The initiating party shall choose the specific manner by which the arbitration will be conducted; (b) the arbitration shall not involve any personal appearances by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

## 14. Amendments, Assignment and Enurement

No amendment or modification to this Agreement will be valid unless set forth in writing and signed by authorized representatives of both parties.

Neither this Agreement nor any right or obligation under this Agreement may be assigned by either party without the prior written consent of the other party. This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, trustees, administrators, personal or legal representatives, successors and permitted assigns.

## 15. Ownership

ContractorCheck Limited is owned and operated by RiskCheck Inc. For further information please contact our head office at:

### ContractorCheck Limited

Atria II, Suite 1501 Tel: (416) 640-6921  
2235 Sheppard Avenue East Fax: (416) 640-2445  
Toronto, Ontario Email: info@contractorcheck.ca  
M2J 5B5 Web: www.contractorcheck.ca