

DELIVERY AGREEMENT  
(CLEANTIE)  
Version: February 1, 2022

Key Principles:

- This Agreement applies to your use of the Driver App on the Cleantie Platform. You should read this entire Agreement carefully before agreeing to it.
- Cleantie will offer to purchase Delivery Services from you and resell them to customers. You may receive instructions about the location and manner of delivery from Merchants and Delivery Recipients, and you decide whether and how to respond to those instructions.
- You are an independent contractor. You are not an employee of Cleantie or its Affiliates. This means:
  1. **When you are online in the Driver App, Cleantie will send you Requests for you to deliver clothes or other Items, and you can accept or reject these Requests as you wish. You can go online or offline in the Driver App whenever you like.**
  2. You can use the Driver App while performing other work, or while using other delivery or transportation network apps.
  3. You are responsible for sourcing your own tools to fulfil Requests, such as a car, mobile device, data plan, delivery bags, etc. You are responsible for your Sales Tax obligations, if any, related to your sale of Delivery Services or other services to Cleantie. You can delegate Requests to other Delivery Providers.
  4. You will not receive overtime pay, vacation pay, holiday pay, or other payments typically associated with an employer/employee relationship.
- All users of the Cleantie Platform, including you, must follow the Community Guidelines to ensure safety and respect for all.
- Cleantie does not promise or guarantee that there will be Requests when you are online in the Driver App.
- **This Agreement includes a process for resolving disputes individually through arbitration. Any dispute you have with Uber will be resolved by an arbitrator, not a court. You can opt out of that process by following the steps described in section 15.6 below.**

This Delivery Agreement is entered into between you and Cleantie

**1. BINDING CONTRACT**

- Once you agree to these terms, you enter into an agreement with Cleantie. (the "Agreement"). By clicking "Yes, I agree" you expressly acknowledge that you have read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, and that you agree to be bound by the terms and conditions of this Agreement with Cleantie.

- The Agreement consists of

- (i) any Addenda to these terms,
- (ii) these terms,
- (iii) the Privacy Notice, and
- (iv) the Community Guidelines.

In the event of a conflict or inconsistency between these listed documents, the conflict or inconsistency will be resolved by giving precedence to the document that is earlier in the list, but only to the extent necessary to resolve the conflict or inconsistency.

- Capitalized terms in this Agreement have the definitions assigned to them in section 17 [Definitions].

## 2. HOW LONG THE AGREEMENT LASTS

This Agreement starts at the date and time that you accept these terms, and will continue until terminated in accordance with section 13 [Termination].

## 3. RELATIONSHIP BETWEEN THE PARTIES

- Under this Agreement, you are an independent contractor. You acknowledge that you are and remain at all times an independent contractor.
- Cleantie will not direct or control you generally or in your performance of Delivery Services, including your acts or omissions, or your operation and maintenance of your Transportation Method, except as expressly set out in this Agreement.
- There is no obligation of exclusivity under this Agreement. That means:

- (i) you retain the right to use other software applications that connect you with on-demand work and/or to engage in any other occupation or business at any time, including while using the Driver App or while providing Delivery Services, and
- (ii) you are under no obligation to use the Driver App or provide Delivery Services.

- **Cleantie enters into separate agreements with Merchants and Delivery Recipients to provide deliveries of Items. Under this Agreement you agree to sell Delivery Services to Cleantie which Cleantie resells to Delivery Recipients or Merchants, as the case may be.**

- As an independent contractor, you control your schedule. That means you:
  - (i) are not required to accept any Requests or provide any Delivery Services,
  - (ii) can go online or offline in the Driver App at your convenience and are not required to be online for any period or amount of time on a daily, weekly, or monthly basis,
  - (iii) can accept or refuse any Request for any reason whatsoever, and
  - (iv) can log in to the Driver App and accept Requests while anywhere within the geography of the Cleantie service area.

- As an independent contractor, you control how you provide Delivery Services. This means you:
  - (i) choose how to obtain and maintain your preferred Transportation Method, along with any delivery bags or other tools that you decide to use,
  - (ii) can use your preferred navigation application and can take any reasonable route you desire and which does not need to be the route displayed in the Driver App (which is provided for your convenience only), and
  - (iii) **are not required to wear any uniform or display any Cleantie Marks.**
  
- As an independent contractor, you are not an employee. Under Applicable Law, an independent contractor in Canada:
  - (i) is not guaranteed a statutory hourly minimum wage or overtime pay, and there is no guarantee that there will be Requests when you are online in the Driver App, and
  - (ii) is not guaranteed statutory vacation pay, holiday pay, or other payments that are typically associated with an employer-employee relationship.
  
- **This Agreement does not create a relationship of legal partnership, agency, joint venture, or employment. This Agreement does not give you the authority to bind Cleantie, or to hold yourself out as a legal partner, agent, joint venturer, employee, or authorised representative of Cleantie. You will not make any statement or misrepresentation that you are in a relationship of agency, joint venture, legal partnership, or employment with Cleantie or its Affiliates. Cleantie will not be bound by any agreement, guarantee, or representation that you make to any person, or by any action or inaction made by you.**
  
- You acknowledge that you make the choice to enter into this Agreement willingly and free of coercion.

## **4. YOUR USE OF THE DRIVER APP**

### **4.1 Licence**

During the term of this Agreement, Cleantie grants you a non-exclusive, non-transferable, non-sublicensable, non-assignable licence to install and use the Driver App for no fee, for the purposes of receiving and responding to Requests and accessing services associated with your Delivery Services.

### **4.2. Provision of Delivery Services**

1. You can go online in the Driver App if, when, where, and for however long, you choose.

2. You may be sent Requests for the different delivery options that you are signed up for. If you are sent a Request you will be provided with information about the Request to allow you to decide whether to accept and provide the Delivery Services.
3. You can accept or reject Requests at your discretion.
4. You can cancel accepted Requests before the collection of Items at your discretion.
5. You can also cancel accepted Requests after the collection of Items at your discretion. If this happens for certain deliveries, including Regulated Items, you may be asked to return the Item to the place where the Item was collected.

6. It is your responsibility (and not Cleantie's) to:

(i) determine an effective, efficient, and safe manner to provide Delivery Services, including a reasonable route to be taken to fulfil Requests,

(ii) provide all necessary equipment, tools, and other materials necessary to provide Delivery Services, at your own cost,

(iii) obtain, operate, and maintain your Transportation Method

(iv) pick up Items from relevant locations to fulfil Requests, and

(v) communicate with Merchants and Delivery Recipients as appropriate regarding logistics or instructions about your Delivery Services.

- You acknowledge that:

(i) Cleantie is not responsible or liable for acts or omissions of any Merchant or Delivery Recipient in relation to you, your Delivery Services, or your Transportation Method.

(ii) you are responsible for taking reasonable precautions to protect yourself and third parties in relation to the acts or omissions of a Merchant, a Delivery Recipient, or other third parties,

(iii) you are responsible for liabilities to Merchants, Delivery Recipients, or other third parties that directly arise from your acts or omissions or your Transportation Method, and

(iv) you carry out your own trade and business when providing Delivery Services using the Driver App.

- If a Merchant, Delivery Recipient, or other user of the Cleantie Platform breaches the Community Guidelines, you can report the breach to Cleantie, and Cleantie may

investigate and take appropriate action which may include removing the reported party's access to the Cleantie Platform.

- You can appoint a delegate to provide Delivery Services on your behalf for a particular Request, provided the delegate is a Delivery Provider who also has their own Driver Account and you agree to any applicable Addendum.
- While there are generally no consequences for rejecting or cancelling Requests, you will not receive a Delivery Fee for Requests that you reject or cancel. Your status tier in loyalty or rewards programs, or access to loyalty-program or rewards-program benefits, may be impacted by your rates of accepting or cancelling Requests. Repeat cancellations may also trigger fraud-monitoring processes.

#### **4.3. Your device, data plan, and account**

1. The Driver App requires a mobile device and an active data plan from a wireless carrier to function properly. You are responsible for acquiring and maintaining a mobile device and data plan at your own cost. You acknowledge that using the Driver App may consume very large amounts of data through your data plan.
2. Your Driver Account is personal to you. It cannot be licensed, shared (subject to subsection 4.2(i) [delegation]), or modified

#### **4.4. Ratings**

1. You, Merchants, and Delivery Recipients have the option on the Cleantie Platform to provide feedback (including a rating) about the Delivery Services or, in your case, the Merchant or Delivery Recipient. If you do provide a rating or feedback, you must provide it in good faith. Feedback and ratings are Uber Data.
2. Ratings are not confidential and you authorize Cleantie's use, distribution, and display of your ratings (and ratings about you) as provided in the Privacy Notice, without attribution or further approval.
3. Cleantie is not required to verify any feedback or ratings. Cleantie may edit or remove comments if they include obscenities, objectionable content, or Personal Data, or if they violate Applicable Law or the Community Guidelines.

#### **4.5. Regulated Items**

If you elect to receive Requests to deliver Regulated Items (for example, alcohol or prescription pharmaceuticals)

1. you will at all times comply with Applicable Law in your handling and delivery of Regulated Items,
2. you will have and maintain any licences, permissions or certifications required by Applicable Law for delivery of Regulated Items (e.g., liquor server training certificate), and notify Cleantie immediately if there is any change in status of any of your licences, permissions, or certifications,
3. you will follow any special instructions from Merchants selling Regulated Items regarding the handling and delivery of their Regulated Items,
4. you will verify the Delivery Recipient's age, sobriety, identity, or other characteristics as required
5. you will return any Regulated Item to the Merchant if its delivery cannot be legally or safely completed, and you will be paid an increased or additional Delivery Fee to compensate you for your return trip,
6. you acknowledge and agree that Uber may temporarily or permanently stop sending you Requests for Regulated Items if Cleantie has reason to believe you may have, or you have, breached any of the conditions in subsections 4.5(a)-(e), and
7. you acknowledge and agree that because of the potential safety and regulatory consequences, a breach of this section 4.5 by you is considered a material breach of this Agreement which may result in termination of this Agreement and loss of access to your Driver Account.

## **5. LICENCES, PERMITS, AND YOUR TRANSPORTATION METHOD**

### **5.1. Your licences and permission to work**

1. You must at all times have legal authorization to provide Delivery Services or accept Requests using the Driver App. This includes requirements that:
  - (i) you hold all valid licences, insurance, permits, approvals, and authority necessary for you to provide Delivery Services and to use your Transportation Method, and
  - (ii) at all times you have a right to work in Canada as a Delivery Provider.
2. You will:
  - (i) provide Cleantie with proof of your citizenship or permanent residency, work permit (including any conditions), or other authorization to work in Canada,

(ii) at all times comply with any applicable conditions on your licences, work permits, and other authorization to work in Canada while performing Delivery Services using the Driver App, and

(iii) provide Cleantie with personal background screening information upon request by Cleantie, or consent to Uber obtaining that information from a third party, including criminal history and driving history checks,

and Uber may restrict or remove your access to the Cleantie Platform if you do not provide the proof and information set out in this subsection 5.1(b) upon request.

3. If you appoint a delegate in accordance with subsection 4.2(i) [delegation] of these terms, you will ensure that:

4.

(i) the delegate also meets the requirements set out in this section 5,

(ii) the delegate does not accept a Request if doing so would place the delegate in breach of their right to work in Canada as a Delivery Person, and

(iii) you do not require your delegate to perform forced or compulsory labour.

5. You will notify Cleantie immediately of any material changes to your licences, permits, background, authorization to work in Canada, or other information you provide to Cleantie under this section 5.1.

## **5.2. Your Transportation Method**

1. The Transportation Method used by you will, at all times you provide Delivery Services or accept Requests using the Driver App:

(i) be properly registered and licensed to operate as a delivery vehicle, to the extent required by Applicable Law,

(ii) be suitable to provide Delivery Services, including that it will be in a clean and sanitary state, and be mechanically safe to operate in accordance with Applicable Law.

(iii) be owned or leased by you, or otherwise in your lawful possession,

(iv) be properly and adequately insured in accordance with section 7 [Insurance] of these terms, and

(v) match the Transportation Method that is registered on your Driver Account, in order to properly display your Transportation Method information to Merchants and Delivery Recipients.

2. You will provide Cleantie with proof of the conditions in subsection 5.2(a) upon request, including proof of vehicle insurance and vehicle inspection if your Transportation Method is a motor vehicle. Cleantie may stop sending you Requests or restrict or remove your access to the Cleantie Platform if you do not provide this proof upon request.
3. You will notify Cleantie immediately of any material changes to your licences, permits, insurance, registration, or other information you provide to Cleantie under this section 5.2.
4. You will not fulfil Requests using bicycle, autonomous vehicles or robots, remotely-operated vehicles or robots, or other Transportation Methods that are not accompanied by a Delivery Provider.

## **6. FEES AND PAYMENTS**

### **6.1 Delivery Fees**

1. You will be paid a delivery fee for each successfully completed Delivery Service ("**Delivery Fee**"), which includes any amounts on account of Tolls.
2. You may be presented with a minimum Delivery Fee for each Request up-front and prior to you accepting the Request, depending on where you provide Delivery Services.
3. Delivery Fees may be governed by an Addendum to these terms.

### **6.2. Tips and other amounts**

1. The Delivery Fee does not include any tips. Delivery Recipients may pay tips, either directly to you in cash or through the Cleantie Platform. Tips made through the Cleantie Platform will be remitted to you, without a fee applied by Cleantie.
2. From time to time, Cleantie may, at its discretion, offer an incentive to you if you satisfy certain conditions determined by Cleantie and communicated to you (in promotional materials, via text message, email, or another method). You are under no obligation to participate in any incentive offering. Any incentive payment is subject to its applicable terms and conditions.

### **6.3. Adjustments to the Delivery Fee**

1. Cleantie is permitted to cancel or reduce the Delivery Fee (or if the Delivery Fee has already been paid, arrange for reimbursement of part or all of the Delivery Fee from you) for a particular Delivery Service if:

(i) the Delivery Service(s) was not completed, unless Cleantie has agreed with you otherwise,

(ii) a Merchant or a Delivery Recipient has made a complaint related to your acts or

omissions,

(iii) the route chosen by you was unreasonably inefficient,

(iv) the time to complete the Delivery Service was unreasonably lengthy, or

(v) suspected Fraud or misuse has been detected.

2. Cleantie's decision to cancel, reduce, or arrange reimbursement of the Delivery Fee under subsection 6.3(a) must be exercised reasonably and in good faith.

#### **6.4. Payments**

1. Cleantie will pay you for the Delivery Services you successfully complete under this Agreement
2. Cleantie will remit to you, on at least a weekly basis:

(i) any Delivery Fees, which include any amounts on account of Tolls,

(ii) any incentive payments,

(iii) any Sales Tax under subsection 6.5(b), plus

(iv) any tips from Delivery Recipients through the Cleantie Platform

3. If you have agreed to pay Cleantie any amounts or agreed that Cleantie will remit your funds to a third party (such as for the cost of a background check), Cleantie will account for those amounts and deduct them in the remittances to you.
4. If Cleantie discovers payment errors that resulted in overpayment to you, or there is an adjustment required under section 6.3, Cleantie may deduct the amount from future Delivery Fees, debit the amount from your card or bank account, or seek reimbursement by other lawful means.
5. Subject to subsection 6.6(b), if Cleantie discovers payment errors that result in additional amounts being owed to you, Cleantie will credit that amount to your selected payment destination.
6. Cleantie may withhold payments to you if ordered by a Court or required by law (e.g., pursuant to a notice of garnishment).

#### **6.5. Sales Tax and other taxes**

1. In relation to the Delivery Services, you are responsible for completing all tax registration obligations, for calculating and remitting all liabilities for taxes related to your provision of Delivery Services as required by Applicable Law, and for providing Cleantie with all

relevant business and tax information, including, if you are registered for Sales Tax, by completing the relevant tax information fields in your Driver Account ("Tax Profile").

2. Cleantie will pay a Delivery Fee in sole consideration of any Delivery Services you complete under this Agreement, which is exclusive of Sales Tax (if any). Provided that you are registered for Sales Tax and have completed your Tax Profile, Cleantie will pay you any applicable Sales Tax on your Delivery Fee.
3. Cleantie may be required by Applicable Law to withhold, deduct, or collect and remit any taxes in relation to any payments due to you under this Agreement (including payments resulting from your provision of Delivery Services). You acknowledge that in such cases, you will not be entitled to receive any additional amount from Uber on account of such taxes.
4. You must provide Cleantie with any information reasonably requested by Cleantie in order to comply with any obligations imposed on Cleantie under any Applicable Law relating to tax.
5. If you have agreed to pay Cleantie any amount (such as the cost of a background check), such amount shall be exclusive of Sales Tax, unless expressly indicated otherwise. You agree to pay Cleantie an additional amount equal to the Sales Tax applicable on such amounts.

## **6.6. Invoicing**

1. Provided that you are registered for Sales Tax and that you have completed your Tax Profile, Cleantie will issue recipient-created tax invoices on your behalf setting out a breakdown of the amounts charged for the Delivery Services you have provided under this Agreement, or of other amounts charged (e.g., incentives). Cleantie will provide you with copies of each Sales Tax invoice (if any) via your Driver Account.
2. Without limiting section 12 [Limitation of liability], Cleantie will not be responsible for a receipt or invoice error or for any incorrect calculation or payment if you have not notified Cleantie of that error within 7 days after your most recent payment remittance cycle described in section 6.4 [Payments].

## **7. INSURANCE**

1. You will, at your cost, take out and maintain:

(i) if you are using a motor vehicle as your Transportation Method, motor vehicle insurance that provides protection against bodily injury and property damage to third parties, for each vehicle used to provide Delivery Services, for at least the minimum amount required by Applicable Law and any other minimum motor vehicle liability insurance coverage as requested by Cleantie and/or its insurance partners, and

(ii) if required by Applicable Law, workers' compensation insurance. You will obtain such insurance on the basis that you are self-employed and you are not an employee or deemed worker of Cleantie.

2. You will provide Cleantie with proof of your insurance arrangements on request.
3. You must notify Cleantie immediately of any change in the status of your motor vehicle insurance.
4. For your motor vehicle insurance, you acknowledge and agree that: **(i)** motor vehicle insurance policies must name you as the policyholder or individually rated driver, and **(ii)** certain private motor vehicle insurance policies (including some insurance policies held with vehicle rental or leasing providers) may not provide coverage for bodily injury or property damage arising from your provision of Delivery Services. It is your responsibility to resolve questions and concerns regarding your insurance scope and coverage with your insurer.
5. If you appoint a delegate in accordance with subsection 4.2(i) [delegation] of these terms, it is your sole responsibility to ensure that the delegate also has the appropriate insurance arrangements set out in this section 7.
6. It is your sole responsibility to inform your insurer of the use of your motor vehicle to provide Delivery Services and to meet other notification requirements under your insurance policy.
7. Cleantie may, in its sole discretion, choose to maintain auto insurance related to your Delivery Services, but Cleantie is not required to provide you with any specific coverage for loss to you or your Transportation Method, unless specifically described in an Addendum. Cleantie can change, reduce, or cancel insurance that it maintains, if any, at any time without notice to you or authorization from you.
8. If you tell Uber or its Affiliate that you will use a bicycle or other non-motor Transportation Method for Delivery Services, but then use an automobile or other motorized device that is considered a motor vehicle, Uber will not provide any form of insurance for you and you will be responsible for reimbursing Uber for any amounts that Cleantie is found liable for (e.g., defence costs or indemnity payments) in respect to your use of such automobile or other motorized device.
9. For the purpose of assisting Cleantie with its compliance and insurance reporting obligations, you agree to notify Uber within 24 hours and provide Cleantie with all reasonable information relating to any incident (including any collision involving your Transportation Method) that occurs during your provision of Delivery Services and you agree to cooperate with any investigation and attempted resolution of such incident. Additionally, you agree to notify Cleantie within 24 hours if you are convicted of an

offence, or have a licence suspension, under applicable traffic laws, and you agree to notify Uber within 24 hours if you are charged with, or convicted of, a criminal offence.

## **8. INTELLECTUAL PROPERTY**

### **8.1. Ownership of intellectual property**

Cleantie owns all rights in the Driver App and all Cleantie Data, including all intellectual property rights associated with them. The only rights granted to you to the Driver App or Cleantie Data are the rights set out in this Agreement. All rights not granted under this Agreement by Cleantie, are expressly reserved.

### **8.2. Restrictions on the use of the Driver App and Cleantie Data**

Without limiting any other part of this Agreement, you must not share, or enable sharing of, the Driver App or any Cleantie Data with a third party (subject to subsection 4.2 (i) [delegation]). Also, you must not copy, modify, distribute, sell or lease any part of the Driver App or Cleantie Data, reverse engineer or attempt to extract the source code of any of Cleantie's software, other than as permitted by Applicable Law or improperly use the Driver App. You must not cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any part of the Cleantie Platform or Cleantie Data, and must not aggregate Cleantie Data with competitors' data. If this Agreement or the licence granted to you under section 4.1 [Licence] terminates for any reason, you must promptly delete the Driver App from your mobile device.

### **8.3. Cleantie Names, Marks, or Works**

Other than as required by Applicable Law or as expressly permitted in this Agreement, you must not use any of Cleantie name, logos, colours, trademarks, service marks, slogans, other identifying symbols or indicia of ownership, or copyrighted materials or content (registered or unregistered) ("**Cleantie Names, Marks, or Works**" as applicable). You must not create or register any (a) business names, (b) URLs, (c) domain names, (d) software application names or titles, (e) websites or web pages, or (f) social media handles, accounts, or profiles that include or display Cleantie Names, Marks, or Works or anything confusingly or substantially or confusingly similar to Cleantie Names, Marks, or Works. You must not use Cleantie Names, Marks, or Works as your social media profile picture or wallpaper without Cleantie's express written permission. You must not purchase search keywords (including Google AdWords) that contain any of the Cleantie Names, Marks, or Works. Other than as described in section 8.4, you must not display any of the Cleantie Names, Marks, or Works on or in your Transportation Method or wear any clothing displaying any Cleantie Names, Marks, or Works. Also, you must not register, attempt to register, or otherwise use or claim ownership of any Cleantie Names, Marks, or Works. If Uber grants you any right to use any of the Cleantie Names, Marks, or Works, the rights of a licensee or an authorised user under subsection 50(3) of the Trademarks Act, RSC 1985, c T-13 are expressly excluded from the licences granted to you.

### **8.4. Use of Cleantie Branded Materials**

1. Except to the extent necessary to comply with Applicable Law, you are not required to use, wear, or display Cleantie Names, Marks, or Works on your vehicle or clothing, or to use signalling lights, stickers, decals, or other such materials displaying Uber Names, Marks or Works (collectively, "**Cleantie Branded Materials**").
2. Your authorized display of Cleantie Branded Materials may signify to Merchants and Delivery Recipients that your Delivery Service is facilitated by the Cleantie Platform. Cleantie grants you a limited license to use, wear, or display Uber Branded Materials provided directly to you by Cleantie or by a third-party expressly licensed by UTI or its Affiliate to provide such materials ("**Authorized Cleantie Branded Materials**") when providing Delivery Services, solely for the purpose of identifying yourself to Merchants and Delivery Recipients as someone providing Delivery Services via the Cleantie Platform. You agree to not (i) use, wear, or display Cleantie Branded Materials that are not Authorized Cleantie Branded Materials, (ii) purchase, accept, offer to sell, sell, or otherwise transfer Cleantie Branded Materials that are not Authorized Cleantie Branded Materials, or (iii) offer to sell or sell, or otherwise transfer Cleantie Branded Materials, without Cleantie prior written permission.
3. The parties expressly agree that your access to, or use of, Cleantie Branded Materials, whether or not authorized, does not indicate an employment or other similar relationship between you and Cleantie.

## 9. PRIVACY AND CONFIDENTIALITY

1. Cleantie will comply with the terms and conditions of the Privacy Notice, currently available at <link>, including in their collection, use and processing of your Personal Data. This includes your location data, which you must provide to enable the Driver App to receive Requests and record your Delivery Services.
2. You must comply with all Applicable Law governing data protection and privacy in connection with the Delivery Services and your activities under this Agreement.
3. You agree that in the performance of this Agreement, you may receive from Cleantie confidential information of Cleantie, or about third parties ("**Confidential Information**"). Confidential Information includes Personal Data, Cleantie Data, Merchant information, Delivery Recipient information (e.g., name and address), Item information, and other non-public information that is either expressly designated as confidential or that you reasonably should know should be treated as confidential. You agree that you will not use, disclose, publish, or retain Confidential Information except as necessary to fulfil your obligations under this Agreement, as necessary to provide Delivery Services, or as required by Applicable Law.
4. Nothing in this section prevents you from separately contacting a Merchant or Delivery Recipient using information you have obtained outside of Confidential Information, or establishing a separate business relationship with a Merchant or Delivery Recipient, outside of this Agreement.
5. You are responsible for maintaining the integrity of information relating to your access to and use of the Driver App, including any password, login, or key information. To ensure the safety and security of the Cleantie Platform and your Driver Account, you represent and warrant at all times that you will not share your password, login, or key account

information with any third party (subject to subsection 4.2(i) [delegation]). If you think anyone has obtained improper access to your account, login credentials, or personal information, you are required to notify Cleantie and to change your password immediately so that Cleantie may take appropriate steps to secure your Driver Account. You agree that Cleantie is not responsible for any losses arising from your sharing of account credentials with a third party, including phishing. You can visit <link> for more information about securing your account.

6. You agree that Cleantie may contact you by email, telephone or text message (including by an automatic telephone dialling system) at any of the contact information provided by you, or on your behalf, in connection with your Driver Account.

## **10. REPRESENTATIONS AND WARRANTIES**

### **10.1. Your representations and warranties**

You represent and warrant throughout the term of this Agreement that:

1. you have full power and capacity to enter into this Agreement and perform your obligations under this Agreement,
2. you are legally competent to enter into this Agreement,
3. you have not entered into, and during the term of this Agreement will not enter into, any agreement that would prevent you from complying with this Agreement,
4. you will comply with all Applicable Law in your performance of this Agreement, and
5. any information that you provide to Cleantie in connection with this Agreement (which may include your business name, business number, Tax Profile, and other information reasonably requested by Cleantie) is accurate, complete, and up-to-date.

### **10.2. General disclaimer**

1. You acknowledge and agree that Uber makes no guarantee in relation to the number of Items that Cleantie will ask you to deliver via the Driver App, or that you will receive Requests from Cleantie via the Driver App to provide Delivery Services.
2. Cleantie makes no representations, and expressly disclaim all warranties, express or implied, regarding the Cleantie Platform or any portion of it. Cleantie provides the Driver App "as is" and "as available". Without limitation, Cleantie do not guarantee the availability or uptime of the Driver App or that access or use of the Driver App will be uninterrupted or error-free. Cleantie do not guarantee that the Cleantie Platform will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, that the Cleantie Platform will meet your requirements, that any defects will be corrected, or that their technology is free of viruses or other harmful components. You acknowledge that the Driver App may be unavailable due to scheduled maintenance or network failure or limitations, delays, and other problems inherent in the use of the Internet, electronic communications, and software products. You acknowledge that local regulatory conditions may change and may temporarily or permanently impact Cleantie's ability to offer the Cleantie Platform in a given region. Cleantie makes no representations, warranties, or guarantees as to the actions or inactions of Delivery Recipients and Merchants, or as to the availability of the Driver App.

3. From time to time, Cleantie may permit third parties to offer their services to users of the Cleantie Platform. Third-party services may be subject to additional terms (including pricing) that apply between you and the parties providing such services. If you choose to access the third-party services you understand that the providers of the third-party services are solely responsible for liabilities arising in connection with the access and use of such third-party services. While Cleantie may allow users to access such services through the Cleantie Platform and Cleantie may collect information about users' use of such services, Cleantie may not investigate, monitor, or check such third-party services for accuracy or completeness.

## **11. INDEMNIFICATION**

1. You must indemnify, defend (at Cleantie's option) and hold harmless Cleantie and their respective directors, officers, employees, and agents from liability of any of them arising out of or related to any of the following: (i) your failure to comply with any provisions of this Agreement, (ii) your breach of Applicable Law, or (iii) third party claims directly or indirectly related to your provision of Delivery Services or use of the Cleantie Platform.
2. Your liability under this section 11 will be reduced if, and to the extent that, Cleantie directly caused or directly contributed to any of the matters described in subsection 11(a).

## **12. LIMITATION OF LIABILITY**

1. In no event will Cleantie be liable for any claim for any indirect, wilful, punitive, incidental, exemplary, special, or consequential damages or for your or any third party's property damage or loss, or loss or inaccuracy of data, or loss of business, revenue, profits, use, or other economic advantage arising out of or related to your use of the Cleantie Platform or your provision of Delivery Services, whether based on contract, tort, extracontractual, equity, or any other legal theory, even if Cleantie has been advised of the possibility of such damages.
2. Except for Cleantie's express obligations to pay the specified amounts due to you under section 6.4 [Payments], in no event will the combined total cumulative liability of Cleantie of each and every kind to you under this Agreement exceed the aggregate amount of Delivery Fees actually paid by Cleantie to you under this Agreement in the six month period immediately preceding the event giving rise to the relevant claim.

## **13. TERMINATION**

### **13.1. Termination by you**

You are under no obligation to use the Driver App. If you choose to stop, you can do so without giving Cleantie any notice, or you can terminate this Agreement without advance notice.

### **13.2. Termination by Cleantie**

1. Subject to any requirements under Applicable Law, Cleantie may, acting reasonably and in good faith, terminate this Agreement in its entirety by giving you 7 days' prior written notice of termination, for any reason.
2. Cleantie may immediately restrict or deactivate your access to the Driver App and your Driver Account, and provide you with written notice of the restriction or deactivation, if:
  - (i) you commit a material breach of this Agreement, or
  - (ii) an act or omission by you, in Cleantie's reasonable judgment, is in breach of the Community Guidelines or has the potential to cause issues that could detrimentally impact the reputation, good name or brand of Cleantie (including any Cleantie Names, Marks, or Works), including matters of safety.
3. Material breaches of this Agreement include:
  - (i) failing to comply with your human rights obligations,
  - (ii) Fraud.
  - (iii) theft of Items,
  - (iv) reports of physical violence by you while using the Driver App,
  - (v) reports of sexual misconduct by you while using the Driver App,
  - (vi) failing to update Cleantie about a material change to your licences, permits, insurance, background, or other information provided to Cleantie under sections 5.1 [Your licences and permission to work], 5.2 [Your Transportation Method], and 7 (Insurance) of these terms, and
  - (vii) failing to comply with conditions and Applicable Law governing delivery of Regulated Items as described in section 4.5 of these terms.
4. Cleantie may temporarily restrict your access to the Cleantie Platform if it is investigating an alleged breach of subsection 13.2(b). There may be circumstances in which Cleantie is unable to provide you with information about the alleged breach while an investigation is ongoing (either by Cleantie and/or a third party such as the police) or afterwards.

### **13.3. Effect of termination**

1. The following sections of these terms will survive the termination of this Agreement: sections 1 [Binding contract], 4.3(b) [Driver Account personal to you], 6.3 [Adjustments to the Delivery Fee], 6.4(d)-(f) (payment errors and withholding), 6.5 [Sales Tax and other taxes], 7(a)-(h) Insurance] (to the extent that insurances are required to be maintained after the term), 8.1-8.3 [Intellectual property], 9 [Privacy and confidentiality], 10.2 [General disclaimer], 11

(Indemnification], 12 [Limitation of liability], 13.3 [Effect of termination], 14 [Governing law], and 15 [Arbitration requirement). Outstanding payment obligations under section 6.4 will also survive the termination of this Agreement.

2. Notwithstanding subsection 13.3(a), outstanding payments attributable to Fraud committed by you may be withheld by Cleantie.
3. Once the Agreement is terminated you will no longer access the Cleantie Platform.

## **14. GOVERNING LAW**

This Agreement, including any Addendum hereto, is governed by and construed in accordance with the laws of Ontario, Canada, excluding its rules on conflicts of laws. The Vienna Convention on the International Sale of Goods of 1980 (CISG) will not apply.

IMPORTANT: PLEASE READ THE FOLLOWING ARBITRATION REQUIREMENT CAREFULLY. IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH CLEANTIE ON AN INDIVIDUAL BASIS THROUGH ARBITRATION, EXCEPT IN CERTAIN CIRCUMSTANCES. YOU CAN CHOOSE TO OPT OUT OF THE ARBITRATION REQUIREMENT BY FOLLOWING THE INSTRUCTIONS BELOW. IF YOU DO NOT OPT OUT OF THIS ARBITRATION REQUIREMENT AND THEREFORE AGREE TO ARBITRATION WITH UBER AND UTI, YOU ARE AGREEING IN ADVANCE, EXCEPT AS OTHERWISE PROVIDED BELOW, THAT YOU WILL NOT PARTICIPATE IN AND, THEREFORE, WILL NOT SEEK OR BE ELIGIBLE TO RECOVER MONETARY OR OTHER RELIEF IN CONNECTION WITH ANY CLASS ACTION OR OTHER COLLECTIVE PROCEEDING. THIS ARBITRATION REQUIREMENT, HOWEVER, WILL ALLOW YOU TO BRING INDIVIDUAL CLAIMS IN ARBITRATION ON YOUR OWN BEHALF.

## **15. ARBITRATION REQUIREMENT**

### **15.1. How this arbitration requirement applies**

1. All disputes arising out of or in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, will be finally and conclusively adjudicated and resolved by arbitration, on an individual basis, under the Arbitration Rules ("ADRIC Rules") of the ADR Institute of Canada, Inc. ("ADRIC"), except as modified here.
2. The ADRIC Rules are available by, for example, searching <WWW.google.ca> to locate "ADRIC Arbitration Rules" or by clicking here. You can also contact ADRIC at 1-877-475-4353 or <[www.adric.ca](http://www.adric.ca)>.
3. The language of the arbitration will be English or, if you ordinarily provide Delivery Services in the Province of Québec, French if you choose.

4. The arbitration hearings and meetings may be held at any location(s) the arbitrator considers appropriate. Arbitration hearings may be conducted by telephone, email, the Internet, videoconferencing, or other communication methods, unless the arbitrator disagrees. Information about the cost of arbitration is below in section 15.4.
5. You have the right to consult with counsel of your choice about this Agreement, including this arbitration provision, and to be represented by counsel at any stage of the arbitration process.
6. If any portion of this section 15 is unenforceable, the remainder of this section 15 will be enforceable. This section 15 survives the termination of your relationship with Cleantie, and it continues to apply if your relationship with them is ended but later renewed. In any case in which there is a final judicial determination that all or part of a dispute must not be subject to the arbitration requirement in this section 15, the dispute to that extent must be litigated in court, but the portion of the dispute that may be subject to this section 15 will be adjudicated in arbitration.
7. This section 15 covers without limitation disputes arising out of or relating to interpretation or application of this section 15, including the formation, scope, enforceability, waiver, applicability, revocability or validity of this section 15 or any portion of this section 15. Notwithstanding any other provision of this Agreement or the ADRIC Rules, disputes regarding the validity, enforceability, conscionability, or breach of this section 15, or whether this section 15 is void or voidable, will be resolved by an arbitrator in accordance with this section 15.

### **15.2. Limitations on how this arbitration requirement applies**

1. Nothing in this section 15 prevents you from filing a claim with a government agency, or prevents that agency from adjudicating and awarding remedies based on that claim.
2. Where you allege claims of sexual assault or sexual harassment, you may choose to bring those specific claims in court instead of arbitration. Cleantie agrees to honour your choice of forum with respect to your individual sexual harassment or sexual assault claim but in doing so Cleantie does not waive the enforceability of any other part of this section 15 including the class action waiver in subsection 15.5, which will continue to apply in court and arbitration.

### **15.3. Starting the arbitration**

1. Before starting arbitration with ADRIC, the party bringing the claim in arbitration must first deliver a written Notice of Request to Arbitrate within the limitation period that would apply if the claim were brought in a court in your province or territory of residence, or of Ontario if you reside outside Canada. The Notice of Request to Arbitrate must include

contact information for the parties, the legal and factual basis of the claim, and the remedy sought and any monetary amount claimed. Any demand for arbitration made to Cleantie must be delivered in accordance with the Notice provision in section 16.1 of these terms

2. Before the Notice of Request to Arbitrate is delivered to ADRIC, the party bringing the claim will first attempt to informally negotiate with the other party, in good faith, a resolution of the dispute, claim or controversy between the parties for a period of not less than 30 days but no more than 45 days unless extended by mutual agreement of the parties. During the 45-day negotiation period, any otherwise applicable limitation period will be tolled (temporarily suspended). If the parties cannot reach an agreement to resolve the dispute within the negotiation period, the party bringing the claim may deliver the Notice of Request to Arbitrate to ADRIC.
3. To commence arbitration, the party bringing the claim must: (i) deliver the Notice of Request to Arbitrate to ADRIC and (iii) pay their portion of any initial arbitration filing fee (see section 15.4, below).

#### **15.4. Paying for the arbitration**

1. Each party will follow the ADRIC Rules applicable to the initial arbitration filing fees, called the Commencement Fee and Case Service Fee, except that your portion of any initial arbitration filing fees in total will not exceed the amount of the filing fee to start an action in the superior court of the province or territory where you reside, or of Ontario if you reside outside Canada. If you could have brought your claim in a provincial/territorial superior court in your province/territory of residence for a lower filing fee than the ADRIC Commencement Fee and Case Service Fee, that lower amount applies instead. After (and only after) you have paid your portion of the initial arbitration filing fees, Uber will make up the difference, if any, between the fee you have paid and the amount required by the ADRIC Rules.
2. In all cases where required by law, Cleantie will pay the arbitrator's fees, as well as all fees and costs unique to arbitration. Otherwise, such fee(s) will be apportioned between the parties in accordance with Applicable Law, and any disputes in that regard will be resolved by the arbitrator.

#### **15.5. Class action waiver**

1. This Agreement affects your ability to participate in class or collective actions or proceedings. Cleantie and you agree to bring any dispute in arbitration on an individual basis only, and not on a class or collective basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective proceeding, or for you to participate as a member in any such class or collective proceeding.

2. In any case in which (i) a dispute is filed as a class or collective proceeding and (ii) there is a final judicial determination that all or part of the dispute must not be subject to this section 15, the dispute must be adjudicated in a class or collective proceeding to that extent, but the portion of the dispute that may be subject to this section 15 will be adjudicated in individualized proceedings.

### **15.6. Your right to opt out of this arbitration provision**

1. Agreeing to the arbitration provision in this section 15 is not a mandatory condition of your contractual relationship with Cleantie. If you do not want to be subject to this section 15, you can opt out of this arbitration provision as set out here. To do so, within 30 days of the date that this Agreement is electronically accepted by you, you must send an email from the email address associated with your Driver Account to **EMAIL**, stating your intent to opt out of the arbitration provision in this section 15, as well as your name, the phone number associated with your Driver Account, and the city in which you reside.
2. Your email may opt out yourself only, and any email that tries to opt out anyone other than yourself will be void as to any others. Should you not opt out of this section 15 within the 30-day period, you and Cleantie will be bound by the terms of this section 15. You will not be subject to retaliation if you exercise your right to opt out of this section 15.
3. Your acceptance of this Agreement or your decision to opt out of this section 15 does not affect any obligation you have to arbitrate disputes pursuant to any other agreement you have with Cleantie. Likewise, your acceptance of or decision to opt out of any other arbitration agreement you have with Cleantie does not affect any obligation you have to arbitrate claims pursuant to this section 15.

### **15.7. Transitional**

If you had a prior Technology Services Agreement with Cleantie and validly opted out of its arbitration provision amendment, Cleantie will recognize that opt-out and apply it to this section 15 of these terms. You will not need to send another email again to opt out.

## **16. GENERAL PROVISIONS**

### **16.1. Notice**

1. Notices to Cleantie must be provided to **[ADDRESS]**, or an updated address Cleantie provides to you.
2. Notices to you will be provided by email to the email address associated with your account or by posting on the portal available to you on the Driver App and will be considered delivered when sent or posted.

## **16.2. Modifications to this Agreement**

1. Cleantie, may, from time to time modify, update, or replace the terms and conditions of this Agreement by making the updated version of these terms, Addenda, the Community Guidelines or other information available to you (including via hyperlinks in this document) via the Driver App or by publishing a new version of that document or information on the Cleantie website.
2. Cleantie will provide you with at least 7 days' notice of any modification of these terms if the modification will be materially detrimental to your rights. This notice period does not apply to modifications to the other components of this Agreement listed in subsections 1 (b)(i), 1 (b)(ii), and 1 (b)(iv), and to supplemental terms under section 16.3, of these terms.
3. You will have consented to the modifications made under this section if you continue to use the Driver App after the modifications have come into effect.

## **16.3. Supplemental terms**

You may agree to supplemental terms to this Agreement, such as Addenda or terms related to certain features and functionality, which may be modified by Cleantie from time to time. Such supplemental terms are in addition to, and form a part of, this Agreement in accordance with section 1 [Binding contract],

## **16.4. Assignment**

1. Cleantie has the right to assign or transfer this Agreement or any or all of their respective rights or obligations under this Agreement, in whole or in part, without obtaining your prior consent. You may not assign, subcontract (except under subsection 4.2(i) [delegation]), transfer, or otherwise dispose of this Agreement, or of your rights and obligations under this Agreement, as the rights and obligations under this Agreement are personal to you.
2. Cleantie may subcontract any of their obligations under this Agreement. You may, in accordance with subsection 4.2(i) [delegation] of this Agreement, appoint a delegate to perform any Delivery Services. If you appoint a delegate to perform any Delivery Services, the terms and conditions in the applicable Addendum apply to you as supplemental terms incorporated into this Agreement. If you are appointed as a delegate of another Delivery Provider, the terms and conditions in the applicable Addendum apply to you as supplemental terms incorporated into this Agreement. You are solely responsible for your employees and contractors used in connection with this Agreement. If you appoint a delegate to perform any Delivery Services under this Agreement, you remain fully liable for any Request the delegate performs under this Agreement.

3. Without modifying subsection 16.4(a), this Agreement binds, and will continue to benefit, each party to this Agreement and that party's respective successors, assignees, delegates, and agents.

### 16.5. General provisions

1. The exercise of a right partially or on one occasion does not prevent any further exercise of that right in accordance with the terms of this Agreement. Neither a failure to exercise a right nor a delay in the exercise of a right operates as an election between rights, a waiver of said rights, or a variation of the terms of this Agreement.
2. If a court of competent jurisdiction determines that a provision of this Agreement is invalid or unenforceable, the remainder of this Agreement and to the extent practicable, the relevant provision) will remain in full force and effect.
3. This Agreement contains the full and complete understanding and agreement between the parties relating to the subject matter of this Agreement, and this Agreement supersedes all prior and contemporary understandings and agreements, whether oral or written, relating to the subject matter of this Agreement.
4. In this Agreement, "including" and "include" mean "including, but not limited to", unless otherwise indicated.
5. In these terms, italicized descriptions of cross-referenced sections in square brackets are  
for ease of reference only.

### 17. DEFINITIONS

**"Addendum"** or **"Addenda"** means any addendum(s) to these terms and which form part of this Agreement.

**"ADRIC"** and **"ADRIC Rules"** have the meaning set out in section 15.1 [How this arbitration provision and class action waiver apply].

**"Affiliate"** means an entity that owns or controls, is owned or controlled by, or is or under common control or ownership of a party, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise. For clarity, Cleantie.

**"Agreement"** has the meaning set out in section 1 [Binding contract].

**"Applicable Law"** means all applicable laws, statutes, municipal by-laws, regulations, government codes, and government policies from time to time in force (including all applicable tax, data protection, and privacy laws).

**"Authorized Cleantie Branded Materials"** has the meaning set out in section 8.4 [Use of Cleantie Branded Materials].

**"Community Guidelines"** means the policy that applies to all users of the Cleantie Platform currently available at <**WEBSITE**>.

**"Confidential Information"** has the meaning set out in section 9 [Privacy and confidentiality].

**"Delivery Fee"** has the meaning set out in section 6.1 [Delivery Fees].

**"Delivery Provider"** means an individual who holds a Driver Account and uses the Cleantie Platform to receive and respond to Requests, and who transports Items from Merchants to Delivery Recipients. This includes you if you agree to this Agreement.

**"Delivery Recipient"** means the intended recipient of Items delivered by a Delivery Provider.

**"Delivery Services"** mean services, which you provide on a self-employed basis, to Cleantie whereby you deliver Items from a Merchant to a Delivery Recipient under this Agreement.

**"Driver Account"** means a Delivery Provider's account on the Cleantie Platform and which the Delivery Provider uses to access the Driver App.

**"Driver App"** means the software application on the Cleantie Platform and that can be used by a Delivery Provider to receive and respond to Requests for Delivery Services.

**"Fraud"** means deception, dishonesty or misleading actions and includes: (i) manipulation or gaming of Cleantie-funded incentives and promotions, (ii) creation of false accounts, (iii) colluding with Delivery Recipients or Merchants to receive payouts for Delivery Services not made, including through credit card chargebacks, (iv) manipulation of GPS signals to artificially increase Delivery Fees, including GPS spoofing, (v) false or manipulated use of user referral programs, (vi) any other type of sham transaction, (vii) any other irregular or unusual patterns or schemes that reasonably appear to be designed to provide you or any other person with undue gains, (viii) misrepresenting the veracity, authenticity, accuracy, official status, currency, or content of any document submitted to Uber (e.g., falsified proof of vehicle insurance), and (ix) any activity considered to be fraud under Applicable Law.

**"Item"** means (i) any good made available for sale by Merchant using the Cleantie Platform, including food and beverage, or (ii) any good for which Merchant arranges delivery using the Cleantie Platform.

**"Merchant"** means a person that sells Items using the Cleantie Platform, or that otherwise uses the Cleantie Platform to arrange for delivery of Items to Delivery Recipients.

**"Personal Data"** means any information provided to you by Cleantie (i) relating to an identified or identifiable natural person, (ii) that can reasonably be used to identify or authenticate an individual, including name, contact information, precise location information, persistent identifiers, and (iii) that may otherwise be considered 'personal data' or 'personal information' under Applicable Law.

**"Privacy Notice"** means the Cleantie Privacy Notice available at [<LINK>](#).

**"Request"** means any request for Delivery Services that a Delivery Provider receives from Cleantie via the Driver App.

**"Regulated Item"** means any Item that is subject to Applicable Law that specially restricts the possession, use, human consumption, handling, distribution or delivery of that particular type of Item such as alcohol/liquor and prescription pharmaceuticals.

**"Sales Tax"** means federal and provincial taxes on the sale of goods and services, and includes HST, GST, PST, and QST.

**"Tax Profile"** has the meaning set out in section 6.5 [Sales Tax and other taxes].

**"Tolls"** means any applicable road, highway, bridge, ferry, tunnel charges and fees, including inner-city congestion, environmental or similar charges as reasonably determined by Cleantie, based on available information, to the extent they are reasonably incurred by you in performing Delivery Services.

**"Transportation Method"** means your means of transportation (e.g., car, bicycle, etc.) that you use to provide Delivery Services.

**"Cleantie"** means Cleantie, a corporation incorporated under the laws of Canada with its headquarters in Toronto, Ontario.

**"Uber Branded Materials"** has the meaning set out in section 8.4 [Use of Cleantie Branded Materials].

**"Cleantie Data"** means all data related to the access and use of the Driver App or obtained in connection with this Agreement, including all data related to Merchants, all data related to Delivery Recipients, all data related to the provision of Delivery Services and the Driver App, all

ratings, feedback or comments provided by you, and the identification and password key assigned to you that enables you to use and access your Driver Account.

**"Cleantie Platform"** means the technology software system made accessible by Cleantie, on a royalty-free basis, to persons to sell and purchase Items and/or Delivery Services, and includes the Driver App.

**"Cleantie Names"**, **"Cleantie Marks"**, and **"Cleantie Works"** has the meaning set out in section 8.3 [Cleantie Names, Marks, or Works].