

## TERMS OF USE

### THE BAR GUY EXPERIENCE STAFFING INC.

LAST UPDATED: July 23, 2019

**THESE TERMS OF USE CONTAIN LEGAL OBLIGATIONS. PLEASE READ THESE TERMS OF USE BEFORE USING THE BAR GUY EXPERIENCE STAFFING INC. WEBSITE OR PLATFORM.**

#### 1. Overview

**THE BAR GUY EXPERIENCE STAFFING INC.** (“**Company**”, “**us**” “**our**” or “**we**”) developed the website and platform (collectively, the “**Portal**”) to provide you (“**you**” “**your**” “**user(s)**”) with a platform supporting event staffing services (the “**Services**”). You understand and agree that the Company is not a party to any dealings between users. The Portal is provided to you at your sole risk and liability. Access and use of the Portal, including any uploading of information by you to the Portal (the “**Content**”), is subject to your acceptance of and compliance with these terms of use (the “**Terms of Use**”) and our Privacy Policy found at <https://www.thebarguy.ca/dashboard>. By using the Portal, you indicate your acceptance of the Terms of Use and Privacy Policy. If you do not accept the Terms of Use and Privacy Policy, then do not use the Portal.

#### 2. Modifications to Terms of Use

The Company may change or amend the Terms of Use from time to time and any changes or amendments will become effective upon our posting of the revised Terms of Use on this page. You can determine when the Terms of Use were last revised by referring to the “LAST UPDATED” reference expressly provided. It is your responsibility to check this page periodically for changes. Your use of the Portal after any changes or amendments to the Terms of Use will signify your, and be conclusively deemed, acceptance of the Terms of Use, as changed or amended.

#### 3. Portal Users

The Portal may be used by event hosts and workers (including without limitation, servers and bartenders). Each of these types of user can register an account to use the Portal (an “**Account**”). All users guarantee that they are at least nineteen years old.

- (a) Event Hosts. To use the Portal and Services, all event hosts (“**Event Hosts**”) must provide valid credit card information. Event Hosts hereby authorize the Company to automatically charge such credit card with a Deposit (as defined in Section 6 below) and any other amounts owed to the Company.

Each user under an Event Host’s Account (a “**Member**”) can be given different permissions to act on behalf of the Account.

- (b) Workers. To use the Portal and Services, workers (including without limitation, servers and bartenders) (each, a “**Worker**”) are required to provide to the Company for administrative purposes: (i) government issued photo identification; (ii) a copy of a Serving It Right, ProServe or Smart Serve (“**Certification**”) valid within Canada; (iii) banking information; and (iv) any other information requested by the Company from time to time.

You understand that by using the Platform, all information visible through the Platform profile including but not limited to your name, your photo and your work experience can be used for The Bar Guy marketing purposes.

Each Worker is considered to have active status (“**Active Status**”) unless and until such Worker fails to complete a minimum of twelve shifts in any given calendar year. The Company may provide perks and loyalty offers for Workers with Active Status (“**Perks**”). Any Worker that does not maintain Active Status

will be required to immediately return all materials provided by the Company, including but not limited to, any access tokens or discount codes provided in connection with Perks.

We reserve the right to revoke the privileges of any Account or Member to access or use the Portal or Services, without warning if, in our sole discretion, false or misleading information has been provided in creating, marketing, or maintaining an Account.

Other than an authorized employee or agent creating an Account on behalf of your business, you agree not to request or allow any other person to create an Account on your behalf, for your use, or for your benefit. By granting other users permissions under your Account, including as a Member, you represent and warrant that: (a) such user is authorized to act on your behalf; (b) you are financially responsible for the user's actions taken in accordance with those permissions, including, if applicable, entering into binding contracts on behalf of the owner of the Account; and (c) you are fully responsible and liable for any action of any user to whom you have provided any permissions and any other person who uses the Account. If any such user violates the Terms of Use, it may affect your ability to use the Portal.

#### **4. Username and Passwords**

When you register on the Portal, you will be asked to choose a username, password and provide various information (the "**Log-in Information**"). You are responsible for safeguarding and maintaining the confidentiality of your Log-in Information and restricting access to your computer or other internet-enabled devices from any person who is not authorized to use your Account. You authorize the Company to assume that any person using the Portal with your username and password, either is you or is authorized to act for you. You agree to notify the Company immediately of any unauthorized use of your Account or any other breach of security.

#### **5. Use of Portal and Content**

Without limitation, users are solely responsible for: (a) ensuring the accuracy and legality of any Content posted by such user; (b) determining the suitability of other users for a Service Contract (as defined in Section 6 below) (such as any interviews, vetting, background checks, or similar actions); (c) negotiating, agreeing to, and executing any terms or conditions of Service Contracts; or (d) performing Services for other users. You acknowledge, agree and understand that the Company does not in any way supervise, direct, control, or evaluate users or their Content. The Company makes no representations about and does not guarantee, and you agree not to hold the Company responsible for: (a) the quality, safety, or legality of users; (b) their qualifications, background, or identities; (c) the ability of users to provide Services; (d) the ability of users to pay for the Services; (e) user Content, statements or posts; or (f) the ability or willingness of a user to actually complete Services.

You acknowledge, agree, and understand that you are not an employee of the Company and you are not eligible for any of the rights or benefits of employment (including unemployment and/or workers compensation insurance). The Company will not have any liability or obligations under or related to Services for any acts or omissions by you or other users. The Company does not set or have any control over a user's work hours, work schedules, or work location, nor does the Company in any way, provide or guarantee users a salary or any minimum, regular payment.

You acknowledge and agree that you are authorized to view, print and use the Portal and the Content in accordance with these Terms of Use. Except as otherwise set out in these Terms of Use, you acknowledge and agree that you will not, directly or indirectly, sell, assign, distribute, provide access to, transmit, exploit, copy, publish, republish, reproduce, repackage, retransmit, resell, recompile, decompile, disassemble or otherwise disseminate, the Portal or the Content, or any derivative works from the Content, or any portion thereof, in any medium or in any manner whatsoever. Under no circumstances will you use the Portal or the Content in any manner that may infringe any proprietary or intellectual property rights or interests that we may have in the Portal or the Content. **Without limiting the generality of the foregoing, you represent and warrant to us that you will not use the Portal or Content or any material retrieved from the Content to create products or perform services which compete or interfere with the products and services of the Company.**

You must not use the Portal in any way contrary to or inconsistent with any applicable local, provincial, national or international law or regulation.

In using the Portal, you agree not to do any of the following: (a) conduct or promote any illegal activities; (b) attempt to gain unauthorized access to the Portal, or computer systems or networks connected to the Portal, through hacking, password or data mining, or any other means to circumvent security procedure; (c) use any robot, spider or other automatic device, software program or manual process to monitor, copy or interfere with any web pages or the content contained thereon on the Portal; (d) use the Portal in any manner that could damage, disable, overburden, or impair the Portal or interfere with any other party's use and enjoyment of the Portal; (e) interfere with or disrupt the Portal or servers or networks connected to the Portal, or disobey any requirements, procedures, policies or regulations of networks connected to the Portal; (f) attempt to reverse engineer or jeopardize the correct functioning of the Portal, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies the Portal; (g) use the Portal to generate unsolicited email advertisements or spam; (h) impersonate another user; or (i) take any action that would damage, harm, or diminish the Company's reputation, goodwill, or public image.

## **6. Service Contracts**

“**Service Contracts**” are agreements entered into between Workers and Event Hosts through the Services. The Company is not a party to Service Contracts and the Workers and Event Hosts release the Company of any liability relating to same, and agree to hold the Company harmless from any claims, demands, or actions against it relating to same.

An Event Host may post event details on the Portal with a request for Workers (an “**Event Listing**”). Event Hosts will be required to obtain special event insurance for any event described under an Event Listing (an “**Event**”). Should an Event Host require Certification information for insurance purposes, the Event Host may use the Worker Certification information available in the Platform if the Worker has claimed the Event Listing. Upon an Event Listing being posted, Workers will be automatically matched to the Event based on the criteria requested by the Event Host (the “**Selected Workers**”). The Event Host will receive a confirmation email providing details of the Selected Workers (the “**Confirmation Email**”). Each Selected Worker may decline participation in the Event with written notice to the Company given at least seven days prior to the Event (the “**Advance Notice**”). If a Selected Worker does not attend the Event and does not provide Advance Notice, the Selected Worker will immediately lose their Active Status and their access to the Portal may be terminated.

Prior to the Event, the Company will automatically charge the Event Host's credit card for the aggregate cost of the Selected Workers based on their rate and the number of hours requested under the Event Listing (the “**Deposit**”).

Within 5 days after the Event, the Event Host will provide confirmation to the Company of the number of hours worked for each of the Selected Workers at the Event, and the Company will automatically charge the Event Host's credit card for such aggregate cost, crediting the Deposit against such amount. The Event Host will provide any and all documentation requested by the Company from time to time to verify such amounts.

Payment to the Selected Workers will be made as specified through the Services, and on the condition that the applicable Event Host completes payment to the Company according to the terms hereof.

## **7. Portal Availability**

The Portal may be available through certain mobile devices. You acknowledge and agree that we are not responsible for ensuring that your mobile device's software is compatible with the Portal, Content or Services or that you can use or access the Portal, Content or Services through your mobile device.

We cannot guarantee that the Portal will be available 100% of the time. Although we strive to provide the most reliable Portal possible, interruptions and delays in accessing the Portal are unavoidable and we disclaim any liability for damages resulting from such problems.

## **8. Portal Information**

We reserve the right, in our sole discretion, without any obligation and without any notice requirement, to discontinue, change, improve or correct the information, materials and descriptions on the Portal and to suspend or deny access to the Portal for scheduled or unscheduled maintenance, upgrades, improvements or corrections. Any dated information is published as of its date only, and we have no responsibility to update or amend any such information.

## **9. Links to Third Party Portals**

The Portal may contain links to other linked sites (the “**Linked Sites**”) that are not owned or controlled by us and we are not responsible for the content of any Linked Sites. The presence on the Portal of a link to any Linked Sites does not imply that we endorse or accept any responsibility for the content or use of such Linked Sites, and you hereby release us from all liability and/or damages that may arise from your use of such Linked Sites.

We reserve the right to prohibit or refuse to accept any link to the Portal at any time. You agree to remove any link you may have to the Portal upon our request.

## **10. Disclaimer of all Representations, Warranties and Conditions**

THE INFORMATION AND MATERIALS PROVIDED ON THE PORTAL ARE PROVIDED ON AN "AS IS", "AS-AVAILABLE" BASIS. WE, OUR AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, ADVISORS AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE WITH RESPECT TO THE CAPABILITY OF THE PORTAL, THAT ACCESS TO THE PORTAL WILL BE UNINTERRUPTED, WITHOUT DELAY OR FAILURE, OR THE ACCURACY OR THE COMPLETENESS OF THE DATA PROVIDED THEREON. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WITH RESPECT TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. ANY INFORMATION OR MATERIAL ACCESSED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PORTAL BY ANY MEANS OF ACCESS WHATSOEVER IS AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, FAILURE TO TRANSMIT DATA OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING, DOWNLOADING, USING OR RELYING ON ANY SUCH MATERIAL. THE COMPANY DOES NOT WARRANT THAT THE PORTAL IS FREE OF CONTAMINATING OR OTHER HARMFUL COMPONENTS.

IN ADDITION TO THE RECOGNITION THAT THE COMPANY IS NOT A PARTY TO ANY SERVICE CONTRACT BETWEEN USERS, YOU HEREBY RELEASE US, OUR AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, ADVISORS AND AGENTS FROM CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY DISPUTE YOU HAVE WITH ANOTHER USER WHETHER IT BE AT LAW OR IN EQUITY. THIS RELEASE INCLUDES, FOR EXAMPLE AND WITHOUT LIMITATION, ANY DISPUTES REGARDING: (A) LACK OF WORKERS FOR ANY EVENT, OR (B) PERFORMANCE, QUALIFICATIONS, OR ATTENDANCE OF A USER, AND REQUESTS FOR REFUNDS BASED UPON DISPUTES.

THE COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, PROVIDE ANY CONDITIONS OR REPRESENTATIONS, OR ASSUME ANY RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH ANY APPLICATION THAT CAN BE

REACHED FROM A LINK ON THE PORTAL OR FEATURED IN ANY BANNER OR OTHER ADVERTISING ON THE PORTAL, AND THE COMPANY WILL NOT BE A PARTY TO ANY TRANSACTION THAT YOU MAY ENTER INTO WITH ANY SUCH THIRD PARTY.

#### **11. Limitation of Liability and Indemnification**

THE COMPANY IS NOT LIABLE UNDER CONTRACT LAW, TORT LAW, OR OTHERWISE, FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR USE OF THIS PORTAL OR ANY INFORMATION CONTAINED HEREIN. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR PROFIT, OR ANY OTHER PECUNIARY LOSS, ARISING OUT OF THE USE, OR INABILITY TO USE, THE PORTAL OR CONTENT). THESE LIMITATIONS WILL APPLY EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

USERS WILL INDEMNIFY AND HOLD THE COMPANY AND ITS AFFILIATES AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, THREATS, ACTIONS, PROCEEDINGS, DEMANDS, DAMAGES, LOSSES, OBLIGATIONS, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY KIND WHATSOEVER ARISING OUT OF: (A) A SERVICE CONTRACT; (B) ANY COMMUNICATIONS OR ACTIVITIES OF USERS MADE IN THE COURSE OF PROVIDING SERVICES; (C) ANY NEGLIGENT ACTS OR OMISSIONS OF USERS; (D) ANY BREACH BY USERS OF COVENANTS, REPRESENTATIONS, OR WARRANTIES HEREUNDER; (E) BODILY INJURY, DEATH OF ANY PERSON, OR DAMAGE TO PROPERTY, RESULTING FROM USERS ACTS OR OMISSIONS; (F) ANY ACT OF THE USER BEYOND THE SCOPE OF THE USER'S AUTHORITY HEREUNDER; OR (G) ANY CLAIMS MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF MATERIALS SUBMITTED, POSTED, TRANSMITTED OR MADE AVAILABLE BY USERS THROUGH THE PORTAL OR ANY VIOLATION BY USERS OF ANY RIGHTS OF ANOTHER (INCLUDING, WITHOUT LIMITATION, ALL INTELLECTUAL PROPERTY RIGHTS AND RIGHTS OF PUBLICITY, PERSONALITY OR PRIVACY).

You expressly acknowledge that the Company is making the Portal available to you in reliance upon the limitations and exclusions of liability and the disclaimers set forth herein and that the same form an essential basis of the Terms of Use. You expressly agree that the limitations and exclusions of liability and the disclaimers set forth herein will survive, and continue to apply in the case of a fundamental breach or breaches of, the failure of essential purpose of contract, the failure of any exclusive remedy or the termination or suspension by the Company of your use of, or access to, the Portal and termination of the Terms of Use.

This Section will survive termination of this Agreement.

#### **12. Termination**

We may, under certain circumstances and without prior notice, immediately terminate your ability to access the Portal or portions thereof. You acknowledge and agree that all terminations may be made by us in our sole discretion and that we will not be liable to you or any third party for any termination of your access to the Portal or for the removal of any of the materials uploaded or contributed by you to the Portal. If your access to the Portal is terminated, you will continue to be bound by these Terms of Use and you will continue to be obligated to pay any outstanding fees.

Without limiting our other rights or remedies, we may, but are not obligated to, temporarily or indefinitely revoke access to the Portal or Services, deny your registration, or permanently revoke your access to the Portal and refuse to provide any or all Services to you if: (a) you breach any provisions of the Terms of Use; (b) we suspect or become aware that you have provided false or misleading information to us; (c) we believe, in our sole discretion, that your actions may cause legal liability for you, other users, or the Company, or may be contrary to the interests of the Portal, other users, or the Company; (d) you have breached a Service Contract; or (e) for any other reason, in our

sole discretion. If your Account is temporarily or permanently closed, you may not use the Portal under a different Account or reregister under a new Account without the Company's prior written consent.

You acknowledge and agree that the value, reputation, and goodwill of the Portal depend on transparency of user's Account status to all users, including both yourself and other users who have entered into Service Contracts with you. You therefore agree as follows: if we decide to temporarily or permanently close your account, we may, in our sole discretion: (i) notify other users that have entered into Service Contracts with you to inform them of your closed Account status; and (ii) provide those users with a summary of the reasons for your Account closure. You agree that we will have no liability arising from or relating to any notice that we may provide to any user regarding closed account status or the reasons for the closure.

Upon closure of an Account, we may close any or all related Accounts. Except as otherwise required by law, if your Account is closed for any reason, you will no longer have access to data, messages, files, or other material you keep on the Portal and any closure of your Account may involve deletion of any Content stored in your Account for which we will have no liability whatsoever. We, in our sole discretion and as permitted or required by law, may retain some or all of your Account information.

### **13. Copyright and Trademark Information**

The Portal, and the information and materials that it contains, are the property of the Company, its subsidiaries and affiliates, and are protected from unauthorized copying and dissemination by copyright law, trademark law, international conventions and other intellectual property laws. All of our product names and logos are trademarks or registered trademarks of the Company, a corporation incorporated under the laws of the Province of British Columbia. You may neither remove any copyright, trademark or other proprietary notices from any copy of, nor modify, the Content. Nothing contained on the Portal should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Portal or any Content, through the use of framing or otherwise, except: (a) as expressly permitted by these Terms of Use; or (b) with our prior written permission. You will not attempt to override or circumvent any of the usage rules or restrictions on the Portal. We reserve the right to take such steps as deemed necessary, including without limitation legal action, to restrain unauthorized activity.

### **14. General**

- (a) Entire Agreement. The Terms of Use are subject to any written and duly executed contract you may have with the Company and constitute the entire agreement between you and the Company with respect to the subject matter contained herein and there are no other terms, conditions, representations, warranties, or collateral agreements, express or implied.
- (b) Headings. The headings in the Terms of Use are for convenience only and will not be construed as part of the Terms of Use.
- (c) Force Majeure. Any delay in the performance by the Company of any duties or obligations hereunder will not be considered a breach of the Terms of Use if such delay is caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, war, acts of terror, strikes or other labor problems (other than those involving our employees), failures of common carriers (including Internet service providers), denial of service attacks.
- (d) Assignment. The Company may assign the Terms of Use, in whole, or in part, at any time, with or without notice to you. You may not assign your rights or delegate your duties under the Terms of Use, either in whole or in part, without the Company's prior written consent. The Terms of Use will enure to the benefit of and be binding upon the parties to these Terms of Use and their respective successors, heirs and permitted assigns.
- (e) Non-Waiver. Our failure to exercise or enforce any right or provision of the Terms of Use will not operate as a waiver of such right or provision. Waivers will not be effective unless in writing and duly authorized by an officer of the Company.

- (f) Severability. The invalidity or unenforceability of any provisions of the Terms of Use will not affect the validity or enforceability of any other provision of the Terms of Use, which will remain in full force and effect.
- (g) Language. The Terms of Use were written in the English language. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. Where the word “including” or “includes” is used in the Terms of Use, it means “including (or includes) without limitation”.
- (h) Governing Law. The Terms of Use are governed and interpreted pursuant to the laws of the Province of British Columbia, Canada and the federal laws of Canada applicable therein, without regard to principles of conflicts of law that would impose the law of another jurisdiction, and you agree to submit to the exclusive jurisdiction of the courts located within the Province of British Columbia, Canada. The foregoing will not limit the Company’s right to enforce the Terms of Use in any other jurisdiction if reasonably necessary or advisable in our sole discretion.
- (i) Trial Waiver. You agree to waive any right you may have to a trial by jury, or commence or participate in any class action against us related to the Services or the Terms of Use.