

BALAY-A

CLIENT TERMS OF SERVICE

ONTARIO — EXECUTION VERSION v3.0

15428548 Canada Inc., operating as BALAY-A

Effective Date: _____

Legal-review status: This document is drafted for operational use and final Ontario counsel review. Working material — not licensed Ontario legal advice. It should be implemented together with the Provider Services Agreement, Privacy Policy, booking flow and payment/refund configuration.

1. WHO BALAY-A IS AND WHAT THESE TERMS COVER

These Client Terms of Service ("Terms") are between 15428548 Canada Inc., operating as BALAY-A ("Balay-A", "we", "us" or "our") and the person using the Balay-A website, application or marketplace ("you" or "Customer"). Balay-A operates an online technology marketplace. Balay-A helps Customers discover independent service providers, view provider information, request and book services, communicate, process payments, maintain verification and trust features, and obtain Platform support. The person who performs a booked service is an independent service provider ("Provider"). The Provider is not an employee of Balay-A. Unless a separate written agreement expressly states otherwise, the service relationship for the booked service is between you and the Provider. Balay-A is not the person physically providing the service and does not guarantee the Provider's performance. These Terms govern your use of the Balay-A Platform and the booking/payment relationship between you and Balay-A. A Provider may have separate terms that apply to the Provider's services. Nothing in these Terms removes rights or remedies you have against a Provider or Balay-A under applicable law.

2. DEFINITIONS

"Booking" means a confirmed request for services made through the Platform.

"Platform" means Balay-A's website, software, marketplace, communications, booking, payment and related services. "Service" means a service listed and booked through the Platform. "Provider" means an independent person or business listed on the Platform.

3. SERVICES AVAILABLE THROUGH THE PLATFORM

Initial service categories may include Companion Care, Housekeeping/Homemaking and PSW/Personal Support. Balay-A does not represent that every Provider can perform

every service. A Provider may only offer and perform services that the Provider is legally permitted, qualified, insured and competent to perform. Unless Balay-A expressly introduces a separate lawful service offering with appropriate requirements, the Platform does not facilitate nursing services, foot-care nursing, diagnosis, prescribing, controlled acts, medical treatment or other regulated clinical services through these Terms. Service descriptions, qualifications, rates and availability are supplied by Providers and may change. Balay-A will take reasonable steps to display material information accurately but does not guarantee that every profile or Provider statement will remain current between verification events.

4. BALAY-A VERIFIED

A Provider shown as "Balay-A Verified" has completed the verification step or steps identified by Balay-A for that Provider or service category, which may include identity, background screening, insurance, credentials, references or training verification. "Verified" does not mean guaranteed. It is not a representation or warranty that the Provider is safe, suitable for every Customer, competent for every task, free of criminal history, or incapable of misconduct. Verification is based on information and checks available to Balay-A at the time of verification. Customers should use their own judgment and should report safety, credential or conduct concerns to Balay-A promptly.

5. SEARCHING, MATCHING AND CHOOSING A PROVIDER

You choose the Provider you wish to book. Balay-A may display search results, recommendations or "Balay-A Match" suggestions using information such as service type, availability, location, language, preferences, profile information and Platform criteria. A recommendation is not an assignment. Balay-A does not require a Provider to accept your booking, and a Provider may accept or decline bookings subject to applicable law and Platform rules. You are responsible for reviewing the Provider's profile, stated services, qualifications, rate and availability before confirming a Booking.

6. BOOKING CONFIRMATION AND PRICE DISCLOSURE

Before you confirm a Booking, Balay-A will present the material booking information reasonably applicable to the transaction, including the selected Provider, Service, scheduled date and time, service location or setting, Provider rate or price, minimum booking requirement, applicable taxes, disclosed charges and cancellation terms. The amount shown at final checkout is the amount you authorize Balay-A to charge for that Booking, including any applicable taxes and other charges expressly disclosed before acceptance. Balay-A will not add an undisclosed surcharge after the Booking is confirmed, except for an amount that is legally required or that you separately authorize after disclosure. Unless the checkout screen states otherwise, hourly services have a two (2) hour minimum. All amounts are in Canadian dollars unless the checkout

screen expressly states another currency.

7. CUSTOMER ACCEPTANCE AND ELECTRONIC CONTRACTING

Immediately before a transaction requiring acceptance of these Terms, Balay-A will provide an express opportunity for you to accept or decline the applicable agreement and to review or correct material errors, as required by applicable law. Where these Terms apply as an Ontario internet agreement, Balay-A will provide the disclosures, confirmation and copy required by applicable law, including the prescribed disclosures for qualifying internet agreements. Electronic acceptance, including clicking an appropriately labelled button or checkbox, may form a binding electronic agreement where permitted by law. Ontario's Electronic Commerce Act recognizes electronic contract formation and electronic records. Balay-A will maintain a record of the applicable Terms version and material Booking information reasonably necessary to demonstrate the transaction.

8. PAYMENT

You authorize Balay-A and its payment processor to charge the payment method you provide for the confirmed Booking and any amount properly payable under these Terms, including a disclosed cancellation charge, subject to applicable law. You must use a payment method you are authorized to use. You must not provide false payment information or use another person's payment method without authorization. If a payment is declined, reversed, charged back or otherwise remains unpaid, Balay-A may request another lawful payment method, pause future bookings, or restrict account access until the payment issue is resolved, subject to applicable law. Balay-A may use third-party payment processors. Their terms and privacy practices may apply to payment processing. Repeat or follow-on bookings with a Provider introduced through Balay-A must be made through the Platform.

9. CANCELLATION BY YOU

You may cancel a Booking through the Platform or Balay-A's designated cancellation channel. If you cancel four (4) or more hours before the scheduled start time, no cancellation charge will apply. If you cancel less than four (4) hours before the scheduled start time, the cancellation charge will be the Provider's posted rate for the first two (2) hours of the Booking. The parties agree the charge is a genuine pre-estimate of the Provider's reserved-time loss and the Platform's transaction administration, and is not a penalty. Balay-A may waive or reduce a charge in appropriate circumstances, including emergencies, technical problems, Provider-related issues or where required by law. Nothing in this section limits a cancellation or refund right that cannot legally be excluded or restricted.

10. IF THE PROVIDER CANCELS, IS LATE OR DOES NOT SHOW

If a Provider cancels before the Booking or does not attend, Balay-A may help you select another available Provider. You are not required to accept a replacement Provider. You will be entitled to a refund for the uncompleted portion of a Booking where the service was not provided, subject to any lawful adjustment for services already completed and applicable payment rules. Balay-A may investigate Provider cancellations, late arrivals and no-shows under its Platform safety and reliability process.

11. CHANGES TO A BOOKING

Any material change to the Provider, Service, date, time, location, duration or price must be confirmed through the Platform where the Platform provides a change function. A change may create a new or amended Booking and may affect the price or cancellation terms, which will be disclosed before acceptance where required. A Provider is not authorized to add an undisclosed charge to a confirmed Booking through Balay-A.

12. CUSTOMER RESPONSIBILITIES

You must provide accurate information reasonably necessary to arrange the Booking, including the service location, requested tasks and relevant safety information. You must provide a reasonably safe environment. You must not ask a Provider to perform unlawful, unsafe, abusive or out-of-scope services (including driving you or transporting you in a vehicle). You must not threaten, harass, sexually harass, assault, exploit, discriminate against or otherwise abuse a Provider. Serious conduct may result in immediate Platform restrictions and may be reported to appropriate authorities where required or reasonably necessary. You must not require a Provider to enter a situation that you know or reasonably should know presents an unreasonable risk of violence, dangerous animals, hazardous substances or other serious danger without appropriate disclosure and safety arrangements.

13. MINORS, CAPACITY AND AUTHORIZED REPRESENTATIVES

A person making a Booking must be legally capable of entering the applicable agreement. If services are for a minor or for a person who cannot legally enter the agreement, the Booking must be made by a parent, guardian or other person legally authorized to act for that individual. Where another person is receiving services, the Customer represents that the Customer has appropriate authority to arrange the Booking and provide information necessary for the Service. Nothing in these Terms requires Balay-A to make a legal determination about a person's capacity. Balay-A may require reasonable confirmation of authority where necessary to protect the Customer, Provider or Platform.

14. EMERGENCIES AND HEALTH INFORMATION

Balay-A is not an emergency medical service. For an emergency, call 911 or the appropriate emergency service. Do not rely on Platform messaging, Balay-A support or a Provider as a substitute for emergency services. Please do not upload or send diagnoses, health-card numbers, medical records, passwords or other highly sensitive information through ordinary Platform messages unless Balay-A expressly provides a secure method for doing so. Provide only information reasonably necessary for the requested Service. Where appropriate, discuss relevant care instructions and safety information directly with the Provider at the visit or through an approved secure process.

15. PRIVACY AND CUSTOMER INFORMATION

Balay-A collects, uses, discloses, retains and safeguards personal information for purposes such as account administration, matching, bookings, payments, Provider verification, safety, fraud prevention, customer support, legal compliance and Platform improvement, subject to applicable privacy law and Balay-A's Privacy Policy. You should provide only information reasonably necessary for the Booking. You must not use, copy, publish or distribute a Provider's personal information obtained through Balay-A for unrelated purposes without lawful authority. If you believe personal information has been accessed, disclosed or used improperly through the Platform, notify Balay-A promptly through the designated privacy or support channel.

16. REVIEWS AND FEEDBACK

You may submit an honest review based on your genuine experience. Reviews must not contain knowingly false material statements, threats, harassment, discriminatory or hateful content, confidential information, unnecessary personal information, or content unrelated to the Service. Balay-A may moderate or remove content that violates these rules or applicable law. A review will not be removed merely because it is negative. Balay-A may use simultaneous or delayed publication procedures to reduce retaliation. A review does not prevent you from filing a separate complaint or safety report.

17. COMPLAINTS AND INCIDENTS

You may report service concerns, safety incidents, payment problems, privacy concerns, harassment, discrimination, suspected fraud or other Platform issues through Balay-A's designated support or incident channel. Balay-A may investigate and may request relevant information from you, the Provider, payment processors or other appropriate parties. We will communicate the outcome or next appropriate step in writing where reasonably practicable. Nothing in this section prevents you from contacting police, emergency services, a regulator, a professional college, an insurer or a court where you have a lawful right or obligation to do so.

18. SUSPENSION OR TERMINATION OF CUSTOMER ACCESS

Balay-A may restrict, suspend or terminate Platform access where reasonably necessary because of fraud, payment abuse, threats, harassment, safety concerns, privacy violations, unlawful conduct, misuse of the Platform, repeated serious cancellation or other material breach. Except where immediate action is reasonably necessary to protect a person, personal information, payment system or Platform integrity, Balay-A will provide reasonable notice and an opportunity to address the issue where practicable. Termination or suspension of Platform access does not remove rights or obligations that accrued before the effective date, subject to applicable law.

19. BALAY-A'S ROLE AND PROVIDER RESPONSIBILITY

Balay-A provides marketplace technology and related support. Balay-A does not supervise a Provider's day-to-day service methods, employ the Provider, guarantee the Provider's availability or guarantee a particular service outcome.

Providers are responsible for the services they perform, their qualifications and lawful scope, their insurance and business obligations, and their conduct toward Customers, subject to applicable law. Balay-A may establish reasonable Platform rules concerning safety, verification, privacy, payment processing, fraud prevention and marketplace integrity. These rules do not make the Provider an employee of Balay-A.

20. DISCLAIMERS AND LIABILITY

The Platform is provided subject to applicable law and reasonable service availability. Balay-A does not guarantee uninterrupted Platform operation or that a particular Provider will remain available. To the maximum extent permitted by law, Balay-A is not responsible for losses caused solely by the acts or omissions of an independent Provider. This does not exclude responsibility for Balay-A's own acts or omissions where applicable law imposes liability. To the maximum extent permitted by law, Balay-A's aggregate liability arising directly from a particular Booking will not exceed the total amount charged to you for that Booking. Where no amount was charged for the Booking, liability will not exceed \$100, except to the extent a greater remedy or liability cannot lawfully be limited or excluded. Nothing in these Terms excludes or limits liability for fraud, intentional misconduct, or any liability, consumer right or remedy that applicable law does not permit to be excluded or limited. Ontario's Consumer Protection Act preserves substantive and procedural consumer rights despite contractual waiver, and qualifying internet agreements have statutory cancellation remedies for specified failures.

21. CHANGES TO THESE TERMS

Balay-A may update these Terms for future transactions. For material changes affecting future use of the Platform, Balay-A will provide reasonable notice and identify the

effective date. Where applicable law requires express acceptance or another process for an amendment, Balay-A will use that process. A change will not retroactively remove rights or remedies that arose before the effective date. The version accepted for a completed Booking will be retained with the Booking record where required or reasonably necessary.

22. GOVERNING LAW AND CONSUMER RIGHTS

These Terms are governed by the laws of Ontario and the federal laws of Canada applicable in Ontario, subject to any mandatory law that applies to you or the transaction. Nothing in these Terms is intended to waive, restrict or replace a consumer right or remedy that cannot legally be waived. Nothing in these Terms requires a Customer to submit a dispute to mandatory arbitration where doing so would unlawfully prevent the Customer from exercising a statutory court right. Ontario's Consumer Protection Act specifically restricts arbitration terms that would prevent certain statutory court actions.

23. CONTACT INFORMATION

Legal name: 15428548 Canada Inc. Operating name: BALAY-A

Business address: _____

Telephone: _____ Email: _____

Privacy contact: _____ Email: _____

Customer support: _____ Email: _____

ONLINE ACCEPTANCE / CHECKOUT IMPLEMENTATION

Recommended acceptance control immediately before booking:

☐ I have read and agree to the Balay-A Client Terms of Service and Privacy Policy.

The checkbox should not be pre-selected. The final checkout screen should identify the Provider, service, date/time, location, rate, minimum booking, applicable taxes/charges and cancellation terms before the Customer submits the Booking. The Customer should have an express opportunity to accept or decline and correct errors, and Balay-A should retain the accepted Terms version and Booking record. Ontario's Consumer Protection Act and Regulation 17/05 impose specific disclosure, acceptance, correction and copy-delivery requirements for qualifying internet agreements. The Regulation currently sets the prescribed amount at \$50 and requires the supplier to deliver a copy of a qualifying internet agreement within 15 days.